

AMENDED

AGENDA
BOARD OF CITY COMMISSIONERS
NOVEMBER 20, 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. Presentation of Certificate of Recognition for Shawnee City Clerk Staff.
2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)
3. Consider approval of Consent Agenda:
 - a. Minutes from the October 16, 2023 regular meeting and November 6, 2023 special call meeting.
 - b. Acknowledge the following minutes and reports:
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the September 21, 2023 regular meeting.
 - Shawnee Senior Citizens Advisory Board Minutes from the August 8, 2023 regular meeting.
 - License Payment Report for October 2023.
 - Project Payment Report for October 2023.
 - c. Lake Lease Transfer:

- Eckel Tract Lot A, 15205 Turtle Bay
From: Doris Norton
To: Merge Lane Properties, LLC
- d. Acknowledge the resignation of Ian Hayes from the Beautification, Parks, and Recreation Committee.
 - e. Mayor Appointments:

Shawnee Senior Citizens Advisory Board
 Gary Dowdy 1st Partial Term Expires: July 1, 2025
Replaces Shirley Gregory, Deceased
 - f. Acknowledge the City of Shawnee Holiday Schedule for 2024.
4. Presentation of the Pet of the Month by Animal Control.
 5. Mayor's Proclamation(s)
 - a. "Recognize Outsiders Production Company & Play It Loud", November 2023.
 - b. "Shop Shawnee Day", November 25, 2023
 6. Consideration of the Calendar Year 2024 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.
 7. Consideration of an ordinance amending portions of Article XI, Sections 8-600 through 8-603 of Chapter 8 of the Shawnee Municipal Code, regulating meal operations in the downtown area; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.
 8. Consideration of an emergency clause as it relates to Agenda Item No. 7 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.
 9. Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; providing for severability; and providing for codification.
 10. Consider the cancellation of Lease Agreement for 15512 Nickens Road,

Belcher Tract Lot 2.

11. Consideration of a task order in accordance with the agreement between the City of Shawnee and Del Sol Consulting for consulting services related to the April 19, 2023, storm event.
12. Consideration of an amendment to the Contract between the City of Shawnee and DebrisTech, LLC for debris removal monitoring services.
13. Consideration of a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for Fire Station No. 3 Remodel.
14. Consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.
15. Consideration of a resolution adopting a Code of Ethics for elected and appointed municipal leaders.
16. Consideration of a resolution adopting the Board of City Commissioners - Best Governance Practices Handbook.
17. Consideration of the following budget amendments for Fiscal Year 2023 – 2024.
 - a. General Fund - Fund 001 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services were received and paid for in FY23-24.
 - b. Capital Improvement Fund - Fund 301 - to appropriate sales tax revenue for lease payments and to appropriate fund balance for FY22-23 Encumbrance for which goods or services were received and paid for in FY23-24.
 - c. Street Improvement Fund - Fund 302 - to appropriate sales tax revenue to fund the Clearpond Rd Culvert Project that exceeded budget estimates.
 - d. 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.
 - e. Hotel/Motel Surcharge Fund - Fund 106 - to appropriate additional revenues

to fund various line items in the Tourism Department.

- f. Aquatic Center Fund - Fund 350 - to appropriate fund balance for an FY22-23 Encumbrance for which goods or services were received and paid for in FY23-24.
- g. Insurance Recovery Fund - Fund 603 - to fund anticipated property damage repairs with insurance recovery revenue.

18. Consider Bid(s):

- a. FY-24 Micro-Surfacing Streets Project (Award)
- b. N. Park Avenue 14 in. Waterline Replacement (Award)

19. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC (Cowan) for Owner's Representative Inspection Services for North Park Avenue 14-inch Water Line Replacement project.

20. Acknowledge Monthly Sales Tax and Budget Reports.

21. Administrative Report(s):

- a. Progress Update on the Unified Development Code - Rian Harkins, Community Development Director
- b. Santa Fe Depot, Roof and Exterior Rehabilitation Project Update - Danny Vise Jr., Assistant City Manager

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

23. Commissioners Comments

24. Consider an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

25. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney

concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement.

26. Consider matters discussed in executive session regarding discussion of annual evaluation of City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee." (*Deferred from October 16, 2023 City Commission Meeting.*)
27. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement.
28. Discussion and presentation of City Commissioner Ward 3 applicants:

Theresa Cody
Lauren Craig
Yannah Frazier
Robert Keil
Tanner Kelly
29. Discussion, consideration and possible action to appoint a Ward 3 Commissioner to complete remainder of term, expiring 2024.
30. Swearing in of Ward 3 Commissioner. (*This item only occurs if a Commissioner for Ward 3 is appointed during Agenda Item No. 29.*)
31. Discussion and consideration of an appointment of a City Commissioner to the Shawnee Beautification, Parks, and Recreation Committee.
32. Adjournment

Respectfully submitted,

A handwritten signature in blue ink that reads "Lisa Lasyone". The signature is written in a cursive style with a small dot above the 'i' in Lisa.

Lisa Lasyone, MMC, 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

PRESENTED TO

LISA LASYONE

THIS 20TH DAY OF NOVEMBER, 2023

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE
DESIGNATION AS A

Master Municipal Clerk

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

OCTOBER 16, 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, October 16, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, October 12, 2023 at 4:35 PM. Mayor Bolt presided and Ms. Thea Nsabimana 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

Vacant
Commissioner Ward 3

Absent
Commissioner Ward 4 - Vice Mayor

Absent
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Darren Rutherford, Mark Sehorn

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of Ann Davis' Contributions to the Shawnee Community.

Mayor Bolt presented a Certificate of Recognition for Ann Davis' contributions to the Shawnee Community to Mr. Trey Davis and family.

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

Ms. Jennifer Gaskill, Mr. Keith Amos, Mr. Troy Cook, Ms. Molly Daniels, Ms. Rhonda Bull, Ms. Jennifer McClendon, Ms. Amanda Johnson, Mr. Fred Turner, and Mr. Stephen Joosten spoke during Citizens Participation.

City Attorney Joe Vordran advised the Mayor and Commission that twenty-two (22) minutes and fifteen (15) seconds of the twenty-four (24) minutes total of

Citizens Participation had been used. He also advised that regarding Agenda Item No. 13, ten (10) minutes and fifty-two (52) seconds of the twelve (12) minutes total had been used. He advised that to extend the time, a motion would be needed.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to extend Citizens Participation by twelve (12) minutes. Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

Mr. Joshua Friaah spoke during Citizens Participation.

City Attorney Joe Vorndran advised that the comment time for Item No. 13 has been exhausted.

A motion was made by Commissioner Matthews to extend the time on Item No. 13 by three (3) minutes. Commissioner Matthews amended his motion, seconded by Commissioner Engles, to remove the time limit as it relates to Agenda Item No. 13. Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

Mr. Joshua Friaah continued speaking during Citizens Participation. Mr. Rob Morris, Ms. Edwina Butler-Wolfe, Mr. Brandon Dyer, Mr. Donald Haynes, Ms. Theresa Cody, and Ms. Sarah Inselman spoke during Citizens Participation.

City Attorney Joe Vorndran advised that there has been thirty-six (36) minutes of discussion and Ms. Inselman has forty (40) seconds remaining.

A motion was made by Commissioner Matthews, seconded by Mayor Bolt, to extend the time by four (4) minutes not restricted by topics. Motion carried 4-0-0.

AYE: Matthews, Bolt, Richter, Engles

NAY: None

ABSTAIN: None

Ms. Sarah Inselman continued to speak. Ms. Christina Bowers spoke during Citizens Participation.

3. Consider approval of Consent Agenda:

- a. Minutes from the September 18, 2023 regular meeting and September 29, 2023 special call meeting.
- b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the August 2, 2023, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the August 17, 2023 regular meeting and the September 7, 2023 special meeting.
 - License Payment Report for September 2023.
 - Project Payment Report for September 2023.
- c. Acknowledge receipt of Pioneer Library System Audit for Year Ended June 30, 2023.
- d. Acknowledge receipt of Pioneer Library System Revised Budget for July 1, 2023 through June 30, 2024.
- e. Renewal of an agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.

A motion was made by Commissioner Matthews, seconded by Commissioner

Engles, to approve Consent Agenda Item Nos. 3(a-e). Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

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

There was no Pet of the Month.

5. Presentation and update regarding Shawnee Forward by Casey Bell, Chair of the Shawnee Forward Board of Directors and Crystal Romanyszyn, President & CEO.

Mr. Casey Bell, Chair for Shawnee Forward Board of Directors, introduced Ms. Crystal Romanyszyn, Shawnee Forward President and CEO. Ms. Romanyszyn gave a presentation and update on Shawnee Forward. Topics discussed included:

- Shop Shawnee 2023
 - Shop Local Digital Gift Card
- Shawnee by the Numbers
 - 5-Year Sales Tax Comparison
 - Permits
 - Housing
- Manufacturing Day October 6, 2023

6. Discussion and consideration of possible appointment for Ward 3 Commissioner to complete remainder of term, expiring 2024.

City Attorney Joe Vorndran advised of the options that the Commission could take to appoint a Commissioner to Ward 3. If the Commission does appoint a replacement, the appointee would serve until the next general election, which is in June 2024.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to instruct Staff to advertise the position for Ward 3 Commissioner to complete remainder of term, expiring 2024 with a deadline of October 30, 2023 at 12:00 p.m. Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

7. Consideration of a Professional Services Agreement with TAP Architecture for Architecture and Engineering Services related to the April 19, 2023, Storm Event.

Assistant City Manager Danny Vise provided a Staff report.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a Professional Services Agreement with TAP Architecture for Architecture and Engineering Services related to the April 19, 2023, Storm Event. Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

8. Consideration of an Amendment to Agreement for CDBG-CV2 Grant Mental Health Assistance.

Community Development Director Rian Harkins advised that the City entered into an agreement with the Shawnee Housing Authority (SHA) to provide services under the Mental Health Assistance project component of the Community Development Block Grant (CDBG) Coronavirus (CV) 2 agreement awarded to the City by the Oklahoma Department of Commerce. The current agreement has a funding period that expired in September 2023. The proposed Amendment will extend the funding period from September 2023 to November 2023, which will provide an appropriate amount of time to complete the administrative portions of this project.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve an Amendment to Agreement for CDBG-CV2 Grant Mental Health Assistance. Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

9. Consideration of a resolution authorizing the acceptance of a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center.

Director of Engineering Seth Barkhimer provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution authorizing the acceptance of a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center.

Resolution No. 6712 was introduced.

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE STATE OF OKLAHOMA 911 MANAGEMENT AUTHORITY FOR THE SHAWNEE 911 COMMUNICATIONS CENTER.

Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

10. Consideration of a resolution setting the hours of opening and closing of Public Parks and Recreation Area under the jurisdiction of the City of Shawnee; and repealing all resolutions in conflict therewith.

Public Works Director Brad Schmidt stated that the proposed resolution would standardize the opening and closing of public parks. He stated that this does not affect the campgrounds or the lake itself. It does include the parks at the lake.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a resolution setting the hours of opening and closing of Public Parks and Recreation Area under the jurisdiction of the City of Shawnee; and repealing all resolutions in conflict therewith.

Resolution No. 6713 was introduced.

A RESOLUTION SETTING THE HOURS OF OPENING AND CLOSING OF PARKS UNDER THE JURISDICTION OF THE CITY OF SHAWNEE; AND REPEALING ALL RESOLUTIONS IN CONFLICT THEREWITH.

Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

11. Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; and providing for severability.

Public Works Director Brad Schmidt gave a Staff report. The proposed ordinance changes language to City Manager or designee and enhances the definition of "vendors."

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; and providing for severability. Motion failed 3-1-0.

AYE: Engles, Matthews, Bolt

NAY: Richter

ABSTAIN: None

12. Consideration of an ordinance of the City of Shawnee, Oklahoma amending portions of Chapter 15 "Health and Sanitation", Article V "Designated Health Zone"; providing for severability; providing for codification; and providing for repealer.

Public Works Director Brad Schmidt provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an ordinance of the City of Shawnee, Oklahoma amending portions of Chapter 15 "Health and Sanitation", Article V "Designated Health Zone"; providing for severability; providing for codification; and providing for repealer.

Ordinance No. 2794NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING PORTIONS OF CHAPTER 15 "HEALTH & SANITATION", ARTICLE V "DESIGNATED HEALTH ZONE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR REPEALER.

Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None
ABSTAIN: None

Ordinance No. 2794NS was adopted by the City Commission.

13. Consideration of an ordinance amending Chapter 8 of the Shawnee Municipal Code by creating a new Article XI of Chapter 8, prohibiting feeding operations in the downtown area; providing for repeal; providing for severability; and providing for codification.

Community Development Director Rian Harkins advised that this was a discussion item at the last regular meeting and it now comes back as an action item. He stated that Downtown boundaries are defined by Highland Street, 7th Street, Harrison and Kickapoo Street. The proposed ordinance would require a special event permit for feeding operations and would require insurance.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve an ordinance amending Chapter 8 of the Shawnee Municipal Code by creating a new Article XI of Chapter 8, prohibiting feeding operations in the downtown area; providing for repeal; providing for severability; and providing for codification.

Ordinance No. 2795NS was introduced.

AN ORDINANCE AMENDING CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE BY CREATING A NEW ARTICLE XI OF CHAPTER 8, PROHIBITING FEEDING OPERATIONS IN THE DOWNTOWN AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter
NAY: None
ABSTAIN: None

Ordinance No. 2795NS was adopted by the City Commission.

RECESS BY POWER OF THE CHAIR 8:06 PM

RECONVENE BY POWER OF THE CHAIR 8:14 P.M.

14. Consideration of an ordinance amending Chapter 5 "Animals" of the Shawnee Municipal Code by amending Article III "Dogs", Division 2 "License"; Article III "Dogs", Division 5 "Kennels"; and Article IV "Cats", Division 2 "License"; providing for repeal; providing for severability; and providing for codification.

Police Chief Mason Wilson stated the proposed ordinance will allow for an online payment system for pet licensing and also better define the operation of a kennel within the City limits and clarify the procedure to obtain a kennel license.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve an ordinance amending Chapter 5 "Animals" of the Shawnee Municipal Code by amending Article III "Dogs", Division 2 "License"; Article III "Dogs", Division 5 "Kennels"; and Article IV "Cats", Division 2 "License"; providing for repeal; providing for severability; and providing for codification.

Ordinance No. 2796NS was introduced.

AN ORDINANCE AMENDING CHAPTER 5 “ANIMALS” OF THE SHAWNEE MUNICIPAL CODE BY AMENDING ARTICLE III “DOGS”, DIVISION 2 “LICENSE”; ARTICLE III “DOGS”, DIVISION 5 “KENNELS”; AND ARTICLE IV “CATS”, DIVISION 2 “LICENSE”; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

Ordinance No. 2796NS was adopted by the City Commission.

15. Consideration of a resolution of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending fees established in Chapter 5 “Animals” of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.

Police Chief Mason Wilson advised that the proposed resolution allows the City to adjust the fee schedule.

A motion was made by Commissioner Matthews, seconded by Commissioner

Engles, to approve a resolution of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending fees established in Chapter 5 “Animals” of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.

Resolution No. 6714 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA UPDATING THE CITY FEE SCHEDULE BY AMENDING FEES ESTABLISHED IN CHAPTER 5 “ANIMALS” OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR THE READOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

16. Public hearing to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) property at 7109 N. Kickapoo Avenue.
Case No. RZ11-23 | Applicant: Oklahoma Gas & Electric Company.

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

Mayor Bolt declared a public hearing in session to consider rezoning a property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) on property located at 7109 N. Kickapoo Avenue. Mr. Ford Fentriss, with OG&E, spoke in favor. No one spoke against. The public hearing was closed.

17. Consideration of an ordinance to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) property at 7109 N. Kickapoo Avenue.
Case No. RZ11-23 | Applicant: Oklahoma Gas & Electric Company

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an ordinance to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) property at 7109 N. Kickapoo Avenue.
Case No. RZ11-23 | Applicant: Oklahoma Gas & Electric Company

Ordinance No. 2797NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE SURFACE ONLY TO: A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST (NW) CORNER OF SAID SOUTHWEST QUARTER (SW/4), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 88°56'01" EAST, ALONG AND WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 433.00 FEET; THENCE SOUTH 00°36'16" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 88°56'01" WEST, A DISTANCE OF 433.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°36'16" WEST, ALONG AND WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. CONTAINING 173,195 SQUARE FEET OR 3.9760 ACRES, MORE OR LESS. BASIS OF BEARING: GRID NORTH AS ESTABLISHED BY STATE PLANE DATUM (OKLAHOMA STATE PLANE SOUTH ZONE NAD83). ALL DISTANCES ARE GRID DISTANCES IN U.S. SURVEY FEET.

FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-2 (LIGHT INDUSTRIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

Ordinance No. 2797NS was adopted by the City Commission.

18. Discussion, consideration, and possible action to convey real estate owned by the City of Shawnee by entering into, signing, and acknowledging a certain

proposed Warranty Deed, between the City of Shawnee, as Grantor, and Building New Foundations, Inc., as Grantee, specifically regarding the following property: A tract of land and improvements within the City of Shawnee, Pottawatomie County, Oklahoma described as follows: 1320 East Fay Street, 1316 East Fay Street, and 1231 Sherry Lane (Lots 33 and 34, Block 6, Melrose Park Addition to the City of Shawnee; Lot 16, Block 2, Thompson Heights Addition); and authorizing the City Manager to sign, execute, and enter into said Deed on behalf of the City.

Community Development Director Rian Harkins provided a Staff report. He explained that the transfer of the three platted lots would allow Building New Foundations, Inc. (BNF) the opportunity to provide new single-family, detached housing for disabled and/or veterans. The properties are located at 1320 East Fay Street, 1316 East Fay Street, and 1231 Sherry Lane. Shawnee Urban Renewal Authority, who owns the properties, has approved the item.

A motion was made by Commissioner Engles, seconded by Mayor Bolt, to approve conveyance of real estate owned by the City of Shawnee by entering into, signing, and acknowledging a certain proposed Warranty Deed, between the City of Shawnee, as Grantor, and Building New Foundations, Inc., as Grantee, specifically regarding the following property: A tract of land and improvements within the City of Shawnee, Pottawatomie County, Oklahoma described as follows: 1320 East Fay Street, 1316 East Fay Street, and 1231 Sherry Lane (Lots 33 and 34, Block 6, Melrose Park Addition to the City of Shawnee; Lot 16, Block 2, Thompson Heights Addition); and authorizing the City Manager to sign, execute, and enter into said Deed on behalf of the City. Motion carried 4-0-0.

AYE: Engles, Bolt, Richter, Matthews

NAY: None

ABSTAIN: None

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

- a. Insurance Recovery Fund - Fund 603 - to appropriate insurance proceeds received in response to the April 19, 2023 tornado.
- b. CDBG-CV Grant Fund - Fund 191 - to appropriate grant funds for the

CDBG-CV Nutrition Assistance program continuing from the prior fiscal year.

- c. Home Rehabilitation Program Fund - Fund 199 - to appropriate fund balance for the use of home rehabilitation on SURA-owned properties.
- d. General Fund - Fund 001 - to appropriate fund balance for obligations on a prior fiscal year contract with Central Oklahoma Community Action Agency for COTS Transportation services.

Finance Director Lindsey McNabb-Fox explained each proposed budget amendment.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve the budget amendments listed in Agenda Item Nos. 19(a-d). Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: Bolt

ABSTAIN: None

20. Consider Bid(s):

- a. Thompson Heights Waterline Project (Award)

Director of Engineering Seth Barkhimer announced that five (5) bids were received. Staff recommends awarding the bid to Davenport Construction, Inc. of Edmond, Oklahoma in the total amount of One Million One Hundred Ninety-Three Thousand Nine Hundred Eighty-Five Dollars (\$1,193,985.00).

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to award the Thompson Heights Waterline Project to Davenport Construction, Inc. in the amount of One Million One Hundred Ninety-Three Thousand Nine Hundred Eighty-Five Dollars (\$1,193,985.00). Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

b. Sewer Pipe Bursting (Award)

Director of Engineering Seth Barkhimer announced that three (3) bids were received. Staff recommends awarding the bid to Horseshoe Construction, Inc. of Bryan, Texas in the total amount of One Million Nine Hundred Eight Thousand Seven Hundred Ninety-Six Dollars (\$1,908,796.00).

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to award the Sewer Pipe Bursting Project to Horseshoe Construction, Inc. in the amount of One Million Nine Hundred Eight Thousand Seven Hundred Ninety-Six Dollars (\$1,908,796.00). Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

c. Clearpond Road Culvert Replacement (Award)

Director of Engineering Seth Barkhimer announced that four (4) bids were received. Staff recommends awarding the bid to SAC Services, Inc. of Oklahoma City, Oklahoma in the total amount of Five Hundred Seventy-Six Thousand Eight Hundred Eight Dollars (\$576,808.00).

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to award the Clearpond Road Culvert Replacement Project to SAC Services, Inc. in the amount of Five Hundred Seventy-Six Thousand Eight Hundred Eight Dollars (\$576,808.00). Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

d. Fencing Installation and Repair Services (Award)

Assistant City Manager Danny Vise announced that two (2) bids were received. Staff recommends awarding the bid to Deep South Fencing of Shawnee, Oklahoma in the total amount of Two Hundred Ninety-Eight Thousand Eight Hundred Ninety-Nine Dollars and Fifty Cents (\$298,899.50) to include all packages:

- Package 1- Shawnee Regional Airport - \$119,328.00

- Package 2- Police Shooting Range - \$21,560.00
- Package 3- Public Works Complex - \$6,200.00
- Package 4- Heart of Oklahoma Expo Center - \$77,000.00
- Package 5- Airport Rental Property - \$39,750.00
- Package 6- I-40 Fencing - \$34,625.00
- Package 7- Miscellaneous Services and Projects - \$436.50

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to to award the Fencing Installation and Repair Services Project to Deep South Fencing in the amount of Two Hundred Ninety-Eight Thousand Eight Hundred Ninety-Nine Dollars and Fifty Cents (\$298,899.50) to include all packages. Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

21. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols Inc. (FNI) for Owner's Representative Inspection Services for Independence Water Line (C-23-02), Thompson Heights Water Line (C-23-05) and Sewer Pipe Bursting (C-23-08) projects.

Director of Engineering Seth Barkhimer stated that Staff is requesting owner representative services for the Independence Water Line (C-23-02), Thompson Heights Water Line (C-23-05) and Sewer Pipe Bursting (C-23-08) projects. The contract amount is One Hundred Sixty-Two Thousand Eight Hundred Forty-Two Dollars (\$162,842.00).

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols Inc. (FNI) for Owner's Representative Inspection Services for Independence Water Line (C-23-02), Thompson Heights Water Line (C-23-05) and Sewer Pipe Bursting (C-23-08) projects. Motion carried 4-0-0.

AYE: Engles, Matthews, Bolt, Richter

NAY: None

ABSTAIN: None

22. Acknowledge Monthly Sales Tax Report.

Finance Director Lindsey McNabb-Fox reported sales tax is up Eight Hundred Sixty Thousand Two Hundred Fifty-Six Dollars (\$860,256.00) or Eight Point Eight-Five Percent (8.85%), over the projected budget year-to-date. She stated that use tax collections are up Two Hundred Twenty-Eight Thousand One Hundred Eight Dollars (\$228,108.00) or Nineteen Point Four-Five Percent (19.45%), above the projected budget year-to-date.

23. Administrative Report(s):

- a. Presentation of the Quarterly Half-Cent Sales Tax Report - Linsey McNabb-Fox, Finance Director

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

- 2018 Sales Tax Election
- Investment Updates
 - 1st Quarter FY2024

- b. City Financial Information - Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided a presentation on City Financial Information. Items discussed included accessing the City Financials on the City's website page.

- c. Animal Welfare Update - Mason Wilson, Chief of Police

Police Chief Mason Wilson provided a presentation on Animal Welfare. Items discussed included:

- Phone Numbers
- Current Capacity
- No Kill Shelter
- Vicious Animal
- How many is too many?
- Improvements

- d. State of the City - Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided a presentation on the State of the City of Shawnee, Oklahoma. Items discussed included:

- Our Government
- Progress and Growth Continue
- Last Year's Priorities for 2023
- Strategic Plan 2023-2027
- Improved Public Relations
- Asset Management and Capital Improvement Plan
- Fiscal Sustainability
- Homelessness Continuum of Care
- Unified Development Code
- Lake Master Plan
- Infill Housing Palette
- Further Accomplishments in 2023
 - Charter Amendment Vote
 - New Water Treatment Plant
 - New Wastewater Treatment Plant
 - KidSpace and Woodland Veterans Parks
- Significant Challenges in 2023
 - Devastating Tornado
 - Shawnee Twin Lake Dam No. 1 Investigation
- What's in Store for 2024
 - Toughest Challenges
 - Strongest Assets
- City Top Priorities for 2024
 - Tornado Recovery
 - Airport Terminal Development Plan
 - Infrastructure Projects
 - 2018 1/2-Cent Sales Tax Projects
 - Lake Dam No. 1 Repair

24. 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.

25. Commissioners Comments

Commissioner Matthews said there was a lot of challenges and good things ahead. He thanked everyone for their input.

Commissioner Engles said she appreciated the collaborative efforts with Staff in consideration of concerns Citizens bring them, all view points discussed during Citizens Participation, and thanked Ann Davis' family for attending the meeting.

Commissioner Richter said she is appreciative of the people who came out and spoke during Citizens Participation and thanked Staff for the labor that went into the agenda and administrative reports.

Mayor Bolt said he appreciated everyone coming out tonight and Staff's work on putting everything together for meeting.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (9:58: p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (10:02 p.m.)

26. Consider an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S.§307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S.§307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee." Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 10:03 P.M. WITH
ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 10:27 P.M.

WITH ALL MEMBERS PRESENT.

27. Consider matters discussed in executive session regarding discussion of annual evaluation of City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to defer the annual evaluation of the City Manager to the next meeting. Motion carried 4-0-0.

AYE: Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

28. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:29 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

NOVEMBER 6, 2023 AT 4:30 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Call Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, November 6, 2023 at 4:30 PM, pursuant to notice duly posted as prescribed by law on Thursday, November 2, 2023 at 3:50 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Vacant
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Lauren Richter

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consideration of a resolution authorizing a letter of intent to submit an Opioid Abatement Grant Award Application to the Oklahoma Opioid Abatement Board.

City Manager Andrea Weckmueller-Behringer provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a resolution authorizing a letter of intent to submit an Opioid Abatement Grant Award Application to the Oklahoma Opioid Abatement Board.

Resolution No. 6715 was introduced.

A RESOLUTION AUTHORIZING A LETTER OF INTENT TO SUBMIT AN OPIOID ABATEMENT GRANT AWARD APPLICATION TO THE OKLAHOIMA OPIOID ABATEMENT BOARD.

Motion Carried 5-0-0.

AYE: Sehorn, Rutherford, Matthews, Engles, Bolt

NAY: None

ABSTAIN: None

2. Adjournment

ere being no further business to be considered, the meeting was adjourned by power of the Chair. (4:35 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

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

SEPTEMBER 21, 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, September 21, 2023 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 2:22 P.M. on September 20, 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
Committee Member

Ian Hayes
Committee Member

Sue Nelson
Committee Member

Absent
Committee Member

Travis Flood
Commissioner/Committee Member

ABSENT: Vickie Winters and Zach Foster

CALL TO ORDER

DECLARATION OF QUORUM

1. Approval of minutes from the August 17, 2023 regular meeting.

A motion to approve the August 17, 2023 minutes was made by Travis Flood. A 2nd was made by Sherry Lankford. Motion carried 5-0.
Aye: Chad Payn, Sherry Lankford, Sue Nelson, Travis Flood, and Ian Hayes.
Nay: None

2. Approval of minutes from the September 7, 2023 Special Call meeting

A motion to approve the September 7, 2023 minutes was made by Sherry Lankford. A 2nd was made by Travis Flood. Motion carried 5-0.
Aye: Chad Payn, Sherry Lankford, Sue Nelson, Travis Flood, and Ian Hayes.
Nay: None

3. Staff Reports

DRAFT

Amy discussed all the upcoming events for the Recreation Center and that 3 new Recreation Aides have been hired. SueEllen informed the group that the pools at Splash have been closed and drained for the season. Kerri informed the group that we are currently working on updating all cemetery records through the City of Shawnee GIS mapping system.

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

We had no citizens participation at this meeting.

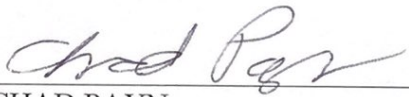
5. Committee Comments

Sherry Lankford asked for an update on Woodland Park with Kerri stating the construction company is finishing up all the work and everything should be completed in time for the Monsters on Main and Woodland Park Re-Opening event in October. Kerri also let the group know that KidSpace is very close to having all the work completed to sign the park over to the city. Ian Hayes asked for an update on the airport track. Kerri informed the group that the work is going out to bid for all repairs needing to be made.

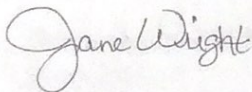
6. Adjournment

A motion to adjourn was made at 4:36 by Sherry Lankford. A 2nd was made by Sue Nelson.

AGREENT. About the PayEn Council
CALL TO ORDER


CHAD PAYN
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY

SHAWNEE SENIOR CITIZENS ADVISORY BOARD PROCEEDINGS

AUGUST 8, 2023 AT 9:30 AM

The Shawnee Senior Citizens Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Senior Recreation Center, 401 North Bell Avenue, Shawnee, Oklahoma on, August 8, 2023 at 9:30 a.m., pursuant to notice duly posted as prescribed by law at 11:58 a.m. on August 4, 2023. Chairperson John Belzer presided and called the meeting to order. Upon roll call, the following members were in attendance.

John Belzer
Chairperson

Albert Rice
Vice Chairperson

Ed Bolt
Mayor/ Board Member

Ann Dowdy
Board Member

Absent
Board Member

Shirley Gregory
Board Member

Bill Haley
Board Member

Sally Murphy
Board Member

ABSENT: Phyllis Crosswell
BOARD VACANCIES: 2

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the May 9, 2023 regular meeting.

A motion to approve was made by Albert Rice. A 2nd was made by Ed Bolt.
Motion carried 6-0.

Aye: John Belzer, Albert Rice, Shirley Gregory, Bill Haley, Sally Murphy, Ed Bolt

Nay: None

Obstained: Ann Dowdy

2. Staff Reports

Amy Riggins went over the Recreation Department Participation Report as well as discussed the opening of KidSpace Park and the closing of Splash for the season. She outlined a new partnership with the Oklahoma State Health Department, who has offered to teach new health related classes at the center this fall.

3. Discussion of Oklahoma Senior Games

Kerri Foster discussed the Oklahoma Senior Games. She let the group know a little bit about the events that will take place across Oklahoma from September through November. Shawnee will be hosting the track and field events and some members of the committee could possibly volunteer to help with the events. John Belzer suggested getting more information to share at the September meeting.

4. Discussion and Vote of New Chairperson

Discussion was made about nominating someone or someone volunteering to take over the chairperson's duties. Motion was made to table the discussion until the September board meeting.

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

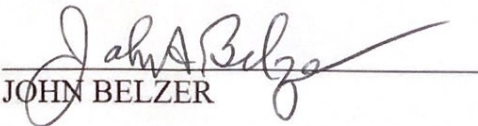
Mr. Dowdy talked about attending the Special called Commission meeting on Monday August 7, 2023. He said the meeting was well organized and very informative about the homeless situation in Shawnee. He also wants to support the Oklahoma Senior Games.

6. Board Comments

Bill Haley shared his appreciation for Amy attending and speaking at the Forever Learners meeting.

7. Adjournment

A motion to adjourn was made by Sally Murphy and a 2nd was made by Albert Rice.


JOHN BELZER

CHAIRPERSON

Jane Wright

JANE WRIGHT
SECRETARY



10/01/2023 - 10/31/2023

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/31/2023	MERGE LANE PROPERTIES, LLC	Check	2742	1,851.00
10/31/2023	ROOTS DISPENSARY LLC	Cash	2741	1,500.00
10/31/2023	BENJAMIN WILLIAMS	Check	2740	776.00
10/31/2023	BENJAMIN WILLIAMS	Check	2739	776.00
10/31/2023	CANDACE & WILLIAM COLLIE	Check	2738	776.00
10/31/2023	COUNTRY J'S BAR B Q	IBX CC	2743	50.00
10/30/2023	SOONER KETTLE CORN	Check	2734	50.00
10/30/2023	JERRY & SHARRON MANKIN	Check	2732	776.00
10/30/2023	AIR COMFORT SOLUTIONS	IBX CC	2735	75.00
10/30/2023	AMERICAN GRIT ELECTRIC	IBX CC	2737	100.00
10/30/2023	AIR COMFORT SOLUTIONS	IBX CC	2736	100.00
10/30/2023	KNIGHT ELECTRIC INC	IBX CC	2731	100.00
10/30/2023	SPJ ELECTRIC	IBX CC	2733	100.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/26/2023	EGLY ENTERPRISE S LLC dba BY THE BUCKET	Check	2730	50.00
10/26/2023	HOLLOWELL PLUMBING, INC	Check	2727	75.00
10/26/2023	DALE'S PLUMBING	Check	2726	75.00
10/26/2023	JESSE LEWIS INC	Check	2725	75.00
10/26/2023	SANDRA HOWARD & CAMERON BENTLEY	Check	2724	776.00
10/26/2023	PATCO ELECTRICAL SERVICE	Check	2723	75.00
10/26/2023	DIRTY DOUGH SHAWNEE	IBX CC	2728	50.00
10/26/2023	MAIN POWER ELECCTRIC	IBX CC	2721	100.00
10/26/2023	VINTAGE STOCK, INC	IBX CC	2722	50.00
10/26/2023	REGIONAL FINANCE COMPANY OF OKLAHOMA, LLC	IBX CC	2729	50.00
10/25/2023	HARDESTY TEAM	Check	2720	75.00
10/25/2023	HARDESTY TEAM	Check	2719	75.00
10/25/2023	CARL HEAD JR & ROY DENZ SR	Check	2718	776.00
10/25/2023	THOMAS E SWEARINGEN, CPA PC	Check	2717	15.00
10/25/2023	JACQUALEN SEGER	Check	2716	15.00
10/25/2023	ALEX ELECTRIC INC	Cash	2714	75.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/25/2023	RHONDA MASQUAT	Check	2713	15.00
10/25/2023	TERRI JOHNSON & TROY SUTHERLIN	IBX CC	2715	776.00
10/25/2023	THUNDER MECHANICAL SERVICES	IBX CC	2711	100.00
10/25/2023	HARBOR FREIGHT TOOLS	IBX CC	2712	15.00
10/24/2023	INDEPENDENT MECHANICAL PLUMBING	Cash	2710	100.00
10/23/2023	AC SURGEONS LLC	Cash	2705	100.00
10/23/2023	MARGARET CREIDER	Check	2703	15.00
10/23/2023	TERY W WEST	Check	2702	15.00
10/23/2023	CHRIS & LISA SPEARS	Check	2701	776.00
10/23/2023	CHRIS & LISA SPEARS	Check	2700	776.00
10/23/2023	AMERICAN AIR CONDITIONING AND HEATING	Check	2699	75.00
10/23/2023	AMERICAN AIR CONDITIONING AND HEATING	Check	2698	75.00
10/23/2023	BETTE BENTON C/O ELBERT J BENTON, JR	Check	2695	776.00
10/23/2023	BLISS ELECTRIC	IBX CC	2697	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/23/2023	LARRISON ELECTRIC SERVICES	IBX CC	2704	75.00
10/23/2023	BEYOND THE PINES	IBX CC	2706	4,500.00
10/23/2023	ACOCK CLIMATE CONTROL	IBX CC	2707	75.00
10/23/2023	AC ELECTRICAL SERVICE	IBX CC	2708	100.00
10/23/2023	GOBER HEAT AND AIR, LLC	IBX CC	2709	100.00
10/23/2023	BRIDGE POINT ELECTRIC INC	IBX CC	2696	100.00
10/20/2023	ONE MAIN FINANCIAL #4208	Check	2693	15.00
10/20/2023	SCHULER ACQUISITIONS dba SCHULER PLUMBING	IBX CC	2694	75.00
10/19/2023	KELLYS PLUMBING AND HEATING	Check	2692	100.00
10/18/2023	SAMS OPTICAL AND EYEWEAR	Cash	2689	50.00
10/18/2023	JASON JOBSON	Cash	2688	15.00
10/18/2023	STUFF HAPPENS PLUMBING	IBX CC	2690	100.00
10/18/2023	PLUMBWORX LLC	IBX CC	2691	100.00
10/17/2023	SUPER DAVE'S COMFORT SYSTEMS INC	Credit Card	2687	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/17/2023	OKLAHOMA ROOTS LLC	Check	2685	1,500.00
10/17/2023	SHEPHERD ELECTRIC	IBX CC	2684	75.00
10/17/2023	TALIMENA PLUMBING LLC	IBX CC	2686	100.00
10/16/2023	DOLLAR GENERAL STORE #25038	Check	2683	500.00
10/16/2023	COUNTRY J'S BAR B Q		2681	3.00
10/16/2023	JAMIE WATTS	Check	2680	15.00
10/16/2023	OKLAHOMA ROOTS CANNABIS COMPANY, INC	Check	2679	3,000.00
10/16/2023	TRANQUILO, LLC	Cash	2678	50.00
10/16/2023	OKLAHOMA ROOTS CANNABIS COMPANY, INC	Check	2677	50.00
10/16/2023	RELAJATE, LLC	Cash	2676	50.00
10/16/2023	OKLAHOMA ROOTS CANNABIS COMPANY, INC	Check	2675	3,000.00
10/16/2023	G&S SIGN SERVICES	IBX CC	2682	75.00
10/13/2023	SHAWNEE PROPERTIES LLC	Check	2674	776.00
10/13/2023	MICHAEL TULLY	Cash	2673	30.00
10/13/2023	ATLAS ELECTRIC	Check	2672	75.00
10/13/2023	TRESSIA NUGENT	Check	2671	15.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/12/2023	CASTILLO AND SON	Cash	2669	100.00
10/12/2023	COUNTRY J'S BAR B Q	Cash	2668	3.00
10/12/2023	PERFORMAN CE MECHANICAL AND SHEET METAL INC	IBX CC	2670	100.00
10/11/2023	DILL ELECTRIC	IBX CC	2664	100.00
10/11/2023	RAFTER G ELECTRICAL, LLC	IBX CC	2665	100.00
10/11/2023	PATRICIA MARTIN	IBX CC	2666	25.00
10/11/2023	PATRICIA MARTIN	IBX CC	2667	25.00
10/10/2023	ALCHEMY ICE LAB	Cash	2663	50.00
10/10/2023	JIMMY'S EGG - SHAWNEE	Check	2661	905.00
10/10/2023	INA M JOHNSON	Check	2659	15.00
10/10/2023	GOODWILL INDUSTIRES OF CENTRAL OKLAHOMA	Check	2657	15.00
10/10/2023	AIR FORCE 1 A/C & HTG, LLC	IBX CC	2662	75.00
10/10/2023	IRON ELECTRIC	IBX CC	2660	100.00
10/9/2023	SAFETY NET	Cash	2655	50.00
10/9/2023	LEGACY 4 PLUMBING	Check	2653	100.00
10/9/2023	SIERRA ELECTRIC LLP	IBX CC	2656	100.00
10/9/2023	WILSON ELECTRIC HEAT & AIR	IBX CC	2654	75.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/8/2023	PHYSICAL THERAPY CENTRAL	Check	2658	15.00
10/6/2023	HUBBARD PLUMBING LLC	IBX CC	2652	75.00
10/6/2023	PLUMBING MASTERS, LLC	IBX CC	2651	100.00
10/5/2023	EROPKIN AUDIO LLC	Check	2649	100.00
10/5/2023	MOODY MECHANICAL INC	Cash	2648	100.00
10/5/2023	T & S ELECTRICAL SERVICES LLC	IBX CC	2650	100.00
10/5/2023	APRIL HILL	IBX CC	2647	776.00
10/4/2023	THE FROSTY SLOTH	Check	2645	50.00
10/4/2023	HEAD START TELECOM dba DART PHONE	IBX CC	2646	25.00
10/4/2023	C & C PLUMBING LLC	IBX CC	2642	75.00
10/4/2023	ERIC'S PLUMBING LLC	IBX CC	2643	75.00
10/4/2023	PASSION ELECTRIC	IBX CC	2644	100.00
10/3/2023	LESLIE & DOUG LANDWERT	Cash	2641	776.00
10/3/2023	DANE AND ASSOCIATES ELECTRIC	Check	2640	100.00
10/2/2023	MONTY & BARBARA GARNER	Check	2638	776.00
10/2/2023	MONTY & BARBARA GARNER	Check	2637	776.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/2/2023	GOLDEN TICKET CINEMAS	Check	2636	500.00
10/2/2023	RONDA BRADY	Check	2635	15.00
10/2/2023	WEST SHORE HOME LLC	IBX CC	2639	75.00
				34,517.00

Total Records: 109

11/1/2023



Monthly - City Clerk

10/01/2023 - 10/31/2023

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20231932	10/30/2023	B - Accessory Structure	1224 E ADA ST	FIRESTORM SEPTICS AND SHELTERS	STORM SHELTER	0	0	\$29.50
20231865	10/20/2023	B - Accessory Structure	625 N POTTENGER AVE	STEVE LYON	ACCESSORY STRUCTURE	0	400	\$29.50
20231742	10/3/2023	B - Accessory Structure	515 N CHAPMAN AVE	WILLIAM DAVIS	MOVE ON	7,000	200	
20231836	10/17/2023	B - Carport	1831 W FRANKLIN	C & H CARPORTS INC	NEW INSTALLATION	1,490	0	\$54.50
20231850	10/18/2023	B - Commercial - Add On	8702 N HARRISON	PATTY HEATH	NEVER ISSUED	0	0	
20231849	10/18/2023	B - Commercial - Add On	8702 N HARRISON	PATTY HEATH	NEVER ISSUED	0	0	
20231880	10/23/2023	B - Commercial - New	39605 W INDEPENDENCE ST	GEORG FISCHER - CENTRAL PLASTICS	PRE-REVIEW DOCUMENTS	0	0	
20231848	10/18/2023	B - Commercial - New	13 W 45TH ST	JOHN PECK	NEW CONSTRUCTION	2,000,000	8,692	\$2,177.50
20231847	10/18/2023	B - Commercial - New	11 W 45TH ST	JOHN PECK	NEW CONSTRUCTION	2,000,000	9,015	\$2,258.25
20231846	10/18/2023	B - Commercial - New	9 W 45TH ST	JOHN PECK	NEW CONSTRUCTION	2,000,000	9,015	\$2,258.25
20231832	10/16/2023	B - Commercial - New	700 SARATOGA ST #B	CANTRELL EXTERIORS	MOVE ON	50,000	1,152	\$29.50
20231937	10/30/2023	B - Commercial - Remodel	14106 ACME RD	HOME INTEGRATIONS	REPAIR	200,000	3,000	\$754.50
20231905	10/26/2023	B - Commercial	704 W AYRE	ANYTIME ROOFING INC	REPAIR EXISTING ROOF	1,500,000	37,000	\$54.50

		- Remodel						
20231879	10/19/2023	B - Commercial - Remodel	4850 MARKETPLACE BLVD	ALI GHANIABADI	REMODEL	20,000	10,000	\$29.50
20231810	10/12/2023	B - Commercial - Remodel	1830 N BEARD AVE	BURGGRAF RESTORATION	TEMP / PERM WALLS	0	0	\$29.50
20231809	10/12/2023	B - Commercial - Remodel	535 W FEDERAL ST	SBM CONSTRUCTION / SERVPRO CENTRAL OKC	REMODEL	1,196,000	44,940	\$11,239.50
20231798	10/11/2023	B - Commercial - Remodel	707 W SARATOGA ST	KRITTENBRINK ARCHITECTURE LLC	REMODEL	400,000	4,980	\$1,249.50
20231892	10/24/2023	B - Residential - Add On	2125 W BENEDICT	BLAKE HORTON	ADD ON	30,000	320	\$72.50
20231775	10/10/2023	B - Residential - Add On	15 CONCORD	CHAMPION WINDOW COMPANY OF OKC LLC	ADD ON	36,607	345	\$77.81
20231949	10/31/2023	B - Residential - New	40601 WOLVERINE RD	JOSH BRIGHT	NEW HOME	548,000	4,261	\$1,634.96
20231943	10/31/2023	B - Residential - New	112 MEADOWS LN	CLAYTON EADS	NEW CONSTRUCTION	305,000	2,931	\$627.34
20231942	10/30/2023	B - Residential - New	11 TAWANA	GREG SABASTIAN	NEW CONSTRUCTION	300,000	2,345	\$502.81
20231941	10/30/2023	B - Residential - New	217 SHAVANO ST	GREG SABASTIAN	NEW CONSTRUCTION	300,000	2,712	\$1,305.80
20231910	10/19/2023	B - Residential - New	6208 HIDEAWAY RD	GREG SEBASTIAN	NEW CONSTRUCTION	350,000	4,920	\$1,775.00
20231878	10/20/2023	B - Residential - New	1405 MADISON AVE	RAUSCH COLEMAN HOMES	NEW HOME	190,000	2,234	\$1,204.23
20231877	10/20/2023	B - Residential - New	1406 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,513	\$1,051.01
20231876	10/20/2023	B - Residential - New	1404 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,947	\$1,143.24
20231859	10/18/2023	B - Residential - New	1409 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,377	\$1,234.61

20231858	10/18/2023	B - Residential - New	1408 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,768	\$1,105.20
20231844	10/18/2023	B - Residential - New	1407 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,112	\$1,178.30
20231729	10/3/2023	B - Residential - New	1413 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,768	\$1,105.20
20231728	10/3/2023	B - Residential - New	1409 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,237	\$1,204.86
20231727	10/3/2023	B - Residential - New	1411 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,947	\$1,143.24
20231715	10/2/2023	B - Residential - New	1205 ADELINE DR	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	1,978	\$1,149.83
20231714	10/2/2023	B - Residential - New	4315 ELOISE DR	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	2,522	\$1,265.43
20231712	10/2/2023	B - Residential - New	4303 ELOISE DR	J BENTLEY CONSTRUCTION	NEW CONSTRUCTION	200,000	2,171	\$1,190.84
20230157	10/23/2023	B - Residential - New	1131 E WALNUT STE 1	ACOCK	NEW CONSTRUCTION	74,000	867	\$913.74
20230156	10/23/2023	B - Residential - New	1131 E WALNUT STE 2	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20230155	10/23/2023	B - Residential - New	1131 E WALNUT STE 3	ACOCK	NEW CONSTRUCTION	74,000	867	\$538.74
20231945	10/31/2023	B - Residential - Remodel	210 W GEORGIA	TAREK SAAD	REMODEL	14,000	988	\$29.50
20231906	10/26/2023	B - Residential - Remodel	1307 E WALLACE ST	CAZIE BENNETT	REMODEL	20,000	130	\$29.50
20231854	10/18/2023	B - Residential - Remodel	11 SHAMROCK CIR	CHRIS MELTON	REPAIR	2,500	0	\$29.50
20231853	10/18/2023	B - Residential - Remodel	9 SHAMROCK CIR	CHRIS MELTON	REPAIR	2,500	0	\$29.50
20231824	10/13/2023	B - Residential - Remodel	941 N UNION	MARIANO BARRIO	REMODEL	5,000	144	\$29.50

20231804	10/12/2023	B - Residential - Remodel	125 MEADOWS LN	PMR CONSTRUCTION LLC	REMODEL	100,000	1,559	\$335.79
20231803	10/11/2023	B - Residential - Remodel	424 N POTTENGER	JOHNATHAN CEIUDO	REMODEL	24,700	1,900	\$408.25
20231778	10/10/2023	B - Residential - Remodel	1427 N MARKET	FELECIA FREEMAN	REPLACE ROOF	10,000	600	\$132.00
20231767	10/9/2023	B - Residential - Remodel	1102 W LOCUST ST	STEVE ROLAND	REMODEL	40,000	1,008	\$218.70
20231752	10/6/2023	B - Residential - Remodel	3024 N BEARD AVE	LEGACY CONSTRUCTION	REMODEL	8,500	2,000	\$429.50
20231723	10/3/2023	B - Residential - Remodel	705 W DEWEY	TAILORED ROOFING AND REMODELING, LLC	REMODEL	0	0	\$29.50
20231716	10/2/2023	B - Residential - Remodel	506 N MEAD AVE	BALDOMERO LOPEZ	REMODEL	0	1,749	\$376.16
20231875	10/20/2023	B - Roof Redeck	11 SHAMROCK CIR	STANDLEE ROOFING	REDECK	0	0	\$54.50
20231874	10/20/2023	B - Roof Redeck	9 SHAMROCK CIR	STANDLEE ROOFING	REDECK	0	0	\$54.50
20231873	10/20/2023	B - Roof Redeck	1303 W FARRALL	STANDLEE ROOFING	REPAIR EXISTING	0	0	
20231867	10/20/2023	B - Roof Redeck	809 E MIDLAND	ELIA KASKASKE	REROOF / REDECK	13,000	0	\$54.50
20231766	10/9/2023	B - Roof Redeck	210 W GEORGIA	TAREK SAAD	RE-ROOF	0	0	\$54.50
20231758	10/6/2023	B - Roof Redeck	221 W MIDLAND	ALICIA DICKEY	RE-DECK / RE-ROOF	5,700	1,500	\$54.50
20231773	10/10/2023	B - Solar Panels	741 N LOUISA	ADT SOLAR	NEW INSTALLATION	36,798	443	\$98.64
20231764	10/9/2023	B - Solar Panels	39209 W MACARTHUR	ACTS 29 SOLAR & ELECTRIC	NEW INSTALLATION	27,099	306	\$69.53
20231724	10/3/2023	B - Solar Panels	802 N CHAPMAN AVE	ARIZONA SOLAR SOLUTION INC, dba SUNTRIA	NEW INSTALLATION	34,999	413	\$92.26
20231718	10/2/2023	B - Solar Panels	1908 N OKLAHOMA AVE	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	12,825	199	\$46.79
20231939	10/30/2023	B - Storm Shelter	4625 CHURCHILL	STORM SAFE SHELTERS	STORM SHELTER	0	0	\$29.50
20231845	10/18/2023	B - Storm	1013 ASPEN DR	G & G SERVICES	NEW	3.300	48	\$29.50

		Shelter		LLC	INSTALLATION			
20231837	10/17/2023	B - Storm Shelter	2832 N PARK AVE	FIRESTORM SEPTICS AND SHELTERS	STORM SHELTER	4,800	44	\$29.50
20231826	10/13/2023	B - Storm Shelter	29 E GEORGIA	RENO SORRELLS	NEW INSTALLATION	3,600	48	\$29.50
20231947	10/31/2023	E - Electrical	38 BELLA VISTA	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20231933	10/30/2023	E - Electrical	548 W WOOD	BEACON ELECTRIC LLC	REMODEL	0	0	\$54.50
20231930	10/27/2023	E - Electrical	6 OAK HOLLOW RD	Advanced Electrical Technologies LLC		0	0	\$54.50
20231928	10/27/2023	E - Electrical	1826 N LOUISA	YARDY ELECTRIC	REMODEL	0	0	\$54.50
20231927	10/27/2023	E - Electrical	1829 N LOUISA	YARDY ELECTRIC	REMODEL INSTALL BRINGING TO CODE	0	0	\$54.50
20231926	10/27/2023	E - Electrical	4850 MARKETPLACE BLVD	BRIDGE POINT ELECTRIC INC	REPAIR	0	0	\$54.50
20231911	10/26/2023	E - Electrical	1315 N MCKINLEY	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20231909	10/26/2023	E - Electrical	212 E KIRK	MAIN POWER ELECTRIC	NEW SERVICE	0	0	\$54.50
20231907	10/26/2023	E - Electrical	621 W INDEPENDENCE	ABOVE ALL ELECTRICA SOLUTIONS LLC	MISCELLANEOUS	0	0	\$54.50
20231903	10/25/2023	E - Electrical	1219 e 10th ST	ALEX ELECTRIC	REMODEL	0	0	\$54.50
20231894	10/24/2023	E - Electrical	600 W INDEPENENCE ST STE 1200 B	VISION ELECTRIC LLC	METER BASE	0	0	\$54.50
20231891	10/24/2023	E - Electrical	7 TIMBER CREEK CI	PATRIOT POWER SERVICES LLC	MISCELLANEOUS	0	0	\$54.50
20231888	10/24/2023	E - Electrical	15350 WALKER RD	SPJ ELECTRIC	NEW SERVICE / 200 AMP	0	0	\$54.50
20231887	10/24/2023	E - Electrical	1908 N OKLAHOMA AVE	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	0	0	\$54.50
20231883	10/23/2023	E - Electrical	1215 CAROL DR	TIMOTHY ROBERTS ELEC / HVAC	MISCELLANEOUS	0	0	\$54.50
20231881	10/23/2023	E - Electrical	3901 N KICKAPOO #30	AMERICAN AC & HTG	UPGRADE SERVICE	0	0	\$54.50
20231872	10/20/2023	E - Electrical	822 W HIGHLAND ST	RODGERS ELECTRIC	METER RESTORE	0	0	\$54.50

20231871	10/20/2023	E - Electrical	700 SARATOGA ST SUITE B	MARSH ELECTRIC LLC	NEW INSTALLATION	0	0	\$29.50
20231868	10/20/2023	E - Electrical	1302 NOTTINGHAM CIR	GENERATOR SUPERCENTER	GENERATOR INSTALL	0	0	\$54.50
20231852	10/18/2023	E - Electrical	1911 N KICKAPOO	GROVE ELECTRIC	MISCELLANEOUS WIRING	0	0	\$54.50
20231840	10/18/2023	E - Electrical	1510 N KICKAPOO	VISION ELECTRIC LLC	REWIRE	0	0	\$54.50
20231833	10/16/2023	E - Electrical	532 N BROADWAY	WILSON ELECTRIC	METER RESET / BCW	0	0	\$104.50
20231828	10/16/2023	E - Electrical	4921 N AUTO MALL DR	BRIDGE POINT ELECTIC INC	NEW SERVICE	0	0	\$154.50
20231817	10/13/2023	E - Electrical	2010 N HARRISON AVE	STEVE'S ELECTRIC, LLC	BRANCH CIRCUIT WIRING	0	0	\$54.50
20231808	10/12/2023	E - Electrical	302 W 10TH	EROPKIN AUDIO LLC	UPGRADE	0	0	\$104.50
20231799	10/11/2023	E - Electrical	4840 N KICKAPOO AVE	RAFTER G ELECTRIC	REMODEL - BURGER KING	0	0	\$154.50
20231797	10/10/2023	E - Electrical	4503 N HARRISON	DILL ELECTRIC, LLC	NEW INSTALLATION	0	0	\$54.50
20231784	10/10/2023	E - Electrical	702 W AYRE PARRKING LOT	STEVE'S ELECTRIC, LLC	BRANCH CIRCUIT WIRING	0	0	\$54.50
20231783	10/10/2023	E - Electrical	3300 N KICKAPOO	STEVE'S ELECTRIC, LLC	BRANCH CIRCUIT WIRING	0	0	\$54.50
20231782	10/10/2023	E - Electrical	131 S OAK	PASSION ELECTRIC	MISCELLANEOUS	0	0	\$104.50
20231776	10/10/2023	E - Electrical	3902 N AYDELOTTE	IRON ELECTRIC	NEW SERVICE	0	0	\$54.50
20231774	10/10/2023	E - Electrical	741 N LOUISA	ADT SOLAR	NEW INSTALLATION	0	0	\$54.50
20231771	10/9/2023	E - Electrical	3901 N KICKAPOO #35	TIMOTHY ROBERTS ELEC / HVAC	REMODEL	0	0	\$54.50
20231769	10/9/2023	E - Electrical	822 W 9TH ST	SIERRA ELECTRIC LLP	REMODEL	0	0	\$104.50
20231765	10/9/2023	E - Electrical	39209 W MACARTHUR	ACTS 29 SOLAR & ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20231763	10/9/2023	E - Electrical	1008 N MCKINLEY AVE	NATHAN SNYDER ELECTRIC LLC	NEW INSTALLATION	0	0	\$54.50
20231761	10/9/2023	E - Electrical	8032 INDUSTRIAL DR	BAKER BROTHERS ELECTRIC INC	TEMP POLE / NEW SERVICE	0	0	\$79.50

20231760	10/9/2023	E - Electrical	4940 N AUTOMALL DR	BRIDGE POINT ELECTIC INC	NEW SERVICE	0	0	\$154.50
20231757	10/6/2023	E - Electrical	1319 N LOUISA	INCE ELECTRIC	SVC UPGRADE	0	0	\$54.50
20231753	10/6/2023	E - Electrical	217 S DIXON	HOMESTEAD ELECTRIC	SERVICE	0	0	\$54.50
20231750	10/5/2023	E - Electrical	3831 N KICKAPOO AVE	FULL SPEED ELECTRIC	REPLACE EXISTING	0	0	\$54.50
20231746	10/4/2023	E - Electrical	507 N DOROTHY	YARDY ELECTRIC	REPLACE / UPGRADE	0	0	\$54.50
20231745	10/4/2023	E - Electrical	1233 N LOUISA	FULL SPEED ELECTRIC	REPAIR	0	0	\$54.50
20231725	10/3/2023	E - Electrical	802 N CHAPMAN AVE	ARIZONA SOLAR SOLUTION INC, dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20231720	10/3/2023	E - Electrical	1332 N BEARD AVE	DANE ELECTRIC	BCW	0	0	\$54.50
20231935	10/30/2023	F - Burn	4 TERRA LN	ashley pelter	BURN PERMIT	0	0	\$29.50
20231904	10/25/2023	F - Burn	812 S CHAPMAN	DAVE MACDONALD	FIRE	0	0	\$29.50
20231834	10/16/2023	F - Burn	1000 N KENNEDY AVE	RONNIE ARCHER	BURN PERMIT	0	0	\$29.50
20231805	10/12/2023	F - Burn	17404 MAGNINO RD	MARTA LAND	BURN PERMIT	0	0	\$29.50
20231796	10/10/2023	F - Carnival / Fair		COMMUNITY RENEWAL / SOPHIA WELLS	MONSTERS ON MAIN	0	0	\$54.50
20231759	10/6/2023	F - Fire Suppression	4940 N AUTOMALL DR	KANSKE FIRE SYSTEMS	NEW INSTALLATION	0	925	\$123.00
20231780	10/10/2023	F - Firework Display	617 E MAIN	ARC PYROTECHNICS, INC	FIREWORK SHOW FOR PARADE	0	0	\$100.00
20231902	10/25/2023	F - Open Air / Tent	1700 W INDEPENDENCE ST	CIRQUE ENTERTAINMENT III, LLC	PARANORMAL CIRQUE	0	0	\$104.50
20231938	10/30/2023	M - Mechanical	3300 N KICKAPOO	WAGGONER'S HEATING AND AIR	REPLACE EXISTING	0	0	\$204.50
20231936	10/30/2023	M - Mechanical	4795 N HARRISON AVE	DIRECT AIRE LLC	NEW INSTALLATION	0	0	\$54.50
20231901	10/25/2023	M - Mechanical	424 W 10TH ST	THUNDER MECHANICAL	REPLACE	0	0	\$54.50
20231886	10/24/2023	M - Mechanical	522 W SARATOGA	AMERICAN AC & HTG	CHANGE OUT	0	0	\$304.50
20231884	10/23/2023	M - Mechanical	3024 N BEARD AVE	GOBER HEAT & AIR, LLC	CHANGE OUT	0	0	\$94.50
20231882	10/23/2023	M -	3901 N	AMERICAN AC. &	CHANGE OUT	0	0	\$54.50

		Mechanical	KICKAPOO #30	HTG				
20231870	10/20/2023	M - Mechanical	1201 N DRAPER	ACOCK CLIMATE CONTROL		0	0	\$54.50
20231869	10/20/2023	M - Mechanical	3306 N KICKAPOO	ACOCK CLIMATE CONTROL	DUCT WORK	0	0	\$54.50
20231864	10/19/2023	M - Mechanical	1713 PECAN CROSSING DR	A TEAM HTG AND COOLING	NEW SYSTM	0	0	\$104.50
20231851	10/18/2023	M - Mechanical	2505 WINGED FOOT WAY	LOVES HVAC	NEW INSTALLATION	0	0	\$54.50
20231823	10/13/2023	M - Mechanical	1830 N BEARD AVE	LUCKY DAY HVAC	NEW INSTALLATION	0	0	\$484.50
20231815	10/12/2023	M - Mechanical	4940 N AUTOMALL DR	PERFORMANCE MECHANICAL AND SHEET METAL INC	MISCELLANEOUS	0	0	\$54.50
20231795	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231794	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231793	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231792	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231791	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231790	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231789	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231788	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231787	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231786	10/10/2023	M - Mechanical	1701 AIRPORT DR	AIRFORCE ONE	2 TON SYSTEM	0	0	\$44.50
20231785	10/10/2023	M - Mechanical	4313 ELOISE DR	DACUS HEAT & AIR LLC	CHANGE OUT	0	0	\$74.50
20231748	10/5/2023	M - Mechanical	8032 INDUSTRIAL DR	MOODY MECHANICAL INC	NEW INSTALLATION	0	0	\$534.50
20231741	10/3/2023	M - Mechanical	314 W 32ND ST	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231740	10/3/2023	M - Mechanical	312 W 32ND ST	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231739	10/3/2023	M - Mechanical	4415 TRADITIONAL	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50

			WAY					
20231738	10/3/2023	M - Mechanical	4410 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231737	10/3/2023	M - Mechanical	4406 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231736	10/3/2023	M - Mechanical	4311 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231735	10/3/2023	M - Mechanical	4309 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231734	10/3/2023	M - Mechanical	4306 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231733	10/3/2023	M - Mechanical	4305 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231732	10/3/2023	M - Mechanical	4301 TRADITIONAL WAY	WAGGONERS HEAT & AIR	CHANGE OUT	0	0	\$64.50
20231726	10/3/2023	M - Mechanical	24 W ROSA ST	SPARKS HEAT AND AIR	new system 3 ton	0	0	\$64.50
20231713	10/2/2023	M - Mechanical	104 S CHAPMAN #A	AMERICAN AC	CHANGE OUT	0	0	
20231934	10/30/2023	O - Curb Cut, Driveway and Sidewalk	5006 CHAUNCEY LN	ROOTER TAIL CONSTRUCTION LLC	REPLACE EXISTING	0	0	
20231835	10/17/2023	O - Curb Cut, Driveway and Sidewalk	605 W 39TH ST	JONES GENERAL CONTRACTORS	REPLACE EXISTING	0	0	\$50.00
20231747	10/5/2023	O - Curb Cut, Driveway and Sidewalk		B & H CONSTRUCTION	HARRISON AND INDEPENDENCE	0	0	\$50.00
20231931	10/30/2023	O - Demolition and Moving	15403 PERRY RD	SWM & SONS	DEMOLITION	0	0	\$50.00
20231899	10/25/2023	O - Demolition and Moving	1202 N MARKET AVE	WADES SERVICES	DEMO	0	0	
20231893	10/24/2023	O -	1424 N	KW SERVICES	DEMO	0	0	\$50.00

		Demolition and Moving	MCKINLEY AVE	LLC				
20231857	10/18/2023	O - Demolition and Moving	16 W 11TH	K & M WRECKING	DEMOLITION	0	0	
20231856	10/18/2023	O - Demolition and Moving	602 N DOROTHY	K & M WRECKING	DEMOLITION	0	0	
20231855	10/18/2023	O - Demolition and Moving	637 W FORD	WADES SERVICES	DEMOLITION	0	0	
20231843	10/18/2023	O - Demolition and Moving	1811 N BRYAN	MIDWEST WRECKING CO	DEMOLITION	0	0	\$50.00
20231801	10/11/2023	O - Demolition and Moving	2219 N CHAPMAN	MIDWEST WRECKING CO	DEMOLITION	0	0	
20231800	10/11/2023	O - Demolition and Moving	2223 N POTTENGER	MIDWEST WRECKING CO	DEMOLITION	0	0	
20231772	10/9/2023	O - Demolition and Moving	1002 W WOOD	MIDWEST WRECKING	DEMOLITION	0	0	\$50.00
20231722	10/3/2023	O - Demolition and Moving	3 SHAMROCK CIR	II RIVERS COMPLETE SERVICES	DEMOLITION	0	0	\$50.00
20231721	10/3/2023	O - Demolition and Moving	1 SHAMROCK CIR	II RIVERS COMPLETE SERVICES	DEMOLITION	0	0	\$50.00
20231719	10/2/2023	O - Demolition and Moving	109 E MAIN	LED CO CONSTRUCTION	DEMOLITION	0	0	\$50.00
20231866	10/20/2023	O - Paving Cut and Boring	2202 AIRPORT DR	VYVE BROADBAND	BORE	0	0	\$60.00
20231812	10/12/2023	O - Paving Cut and Boring	501 S EDEN	TSU 1	ROAD BORE	0	0	
20231811	10/12/2023	O - Paving Cut and Boring	6203 RIVERGATE DR	TSU 1	ROAD BORE	0	0	
20231908	10/27/2023	O - Sign	2218 ELLIS DR	SIGN FACTORY LLC	NEW INSTALLATION	4,950	32	\$50.00
20231842	10/18/2023	O - Sign	4611 N KICKAPOO	G & S SIGN SERVICES, LLC	REPLACE EXISTING	9,000	72	\$50.00
20231839	10/18/2023	O - Sign	4721 N KICKAPOO	BLUE VANTAGE	REPLACE EXISTING	4,500	7	\$50.00

20231838	10/18/2023	O - Sign	4721 N KICKAPOO	BLUE VANTAGE	REPLACE EXISTING	4,500	7	\$50.00
20231822	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	7,000	51	\$250.00
20231821	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	7,000	51	
20231820	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	1,500	6	
20231819	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	1,500	6	
20231818	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	2,500	20	
20231806	10/16/2023	O - Sign	3954 N KICKAPOO AVE	METRO SIGN	NEW INSTALLATION	9,000	107	\$50.00
20231802	10/12/2023	O - Sign	2202 N KICKAPOO AVE	SIGN FACTORY	REPLACE EXISTING	7,058	28	\$50.00
20231731	10/16/2023	O - Sign	4611 N KICKAPOO	G&S SIGN SERVICES, LLC	NEW INSTALLATION	9,000	72	\$50.00
20231948	10/31/2023	P - Plumbing	3610 N MARKET AVE	FRONTIER PLUMBING	GAS LINE	0	0	\$54.50
20231946	10/31/2023	P - Plumbing	714 S CHAPMAN AVE	FIVE STAR PLUMBING	MISCELLANEOUS	0	0	\$54.50
20231944	10/31/2023	P - Plumbing	616 N DOROTHY AVE	DALE'S PLUMBING	REPLACE	0	0	\$54.50
20231940	10/30/2023	P - Plumbing	302 N EASTERN AVE	MOORE WATER & AIR	NEW INSTALLATION	0	0	\$54.50
20231923	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 12	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231922	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 11	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231921	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 7&8	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231920	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 6	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231919	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 5	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231918	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 4	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231917	10/26/2023	P - Plumbing	17 CHEYENNE	COWBOYS PLUMBING, LLC	REPLACE	0	0	\$54.50

20231916	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 3	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231915	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 14	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231914	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 2	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231913	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 13	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231912	10/26/2023	P - Plumbing	1510 N KICKAPOO SUITE 1	HORIZON PLUMBING AND DRAIN	gas repipe with meter release	0	0	\$54.50
20231900	10/25/2023	P - Plumbing	1830 N BEARD AVE	SPACEK PLUMBING	REMODEL	0	0	\$54.50
20231898	10/24/2023	P - Plumbing	622 W AYRE #B	INDEPENDENT MECHANICAL PLUMBING	GAS LINE EXTENSION	0	0	\$404.50
20231897	10/24/2023	P - Plumbing	622 W AYRE #A	INDEPENDENT MECHANICAL PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20231896	10/24/2023	P - Plumbing	623 W INDEPENDENCE #B	INDEPENDENT MECHANICAL PLUMBING	GAS LINE EXTENSION	0	0	\$404.50
20231895	10/24/2023	P - Plumbing	623 W INDEPENDENCE #A	INDEPENDENT MECHANICAL PLUMBING	GAS LINE EXTENSION, hair salon	0	0	\$404.50
20231890	10/24/2023	P - Plumbing	15350 WALKER RD	KELLY'S PLUMBING & HEATING INC	MOVE ON	0	0	\$54.50
20231889	10/24/2023	P - Plumbing	4795 N HARRISON AVE	DIRECT AIR LLC	GAS LINE EXTENSION ONLY	0	0	\$54.50
20231885	10/24/2023	P - Plumbing	3024 N BEARD AVE	STANFIELD PLUMBING	MISCELLANEOUS	0	0	\$54.50
20231863	10/19/2023	P - Plumbing	3306 N KICKAPOO	ROWDY BOYS PLUMBING	WATER FOUNTAIN	0	0	\$54.50
20231862	10/19/2023	P - Plumbing	318 W MACARTHUR	ROWDY BOYS PLUMBING	REPIPE	0	0	\$54.50
20231861	10/19/2023	P - Plumbing	320 W MACARTHUR ST	ROWDY BOYS PLUMBING	REPIPE	0	0	\$54.50
20231860	10/19/2023	P - Plumbing	322 W MACARTHUR ST	ROWDY BOYS PLUMBING	REPIPE	0	0	\$54.50

20231831	10/16/2023	P - Plumbing	118 W RIDGEWOOD ST	TOMMYS PLUMBING LLC	gas repairs for meter reset	0	0	\$54.50
20231830	10/16/2023	P - Plumbing	302 N MEAD	DALES PLUMBING	REPAIR	0	0	\$54.50
20231829	10/16/2023	P - Plumbing	1208 AUSTIN DR	STANLEY PLUMBING SERVICE	METER RESET	0	0	
20231827	10/13/2023	P - Plumbing	3954 N KICKAPOO AVE	HI-TECH PLUMBING & LEAK DETECT	REPLACE	0	0	\$54.50
20231825	10/13/2023	P - Plumbing	1826 N LOUISA	COMPLETE PLUMBING LLC	MISCELLANEOUS	0	0	\$54.50
20231816	10/12/2023	P - Plumbing	3300 N KICKAPOO	STANFIELD PLUMBING	MISCELLANEOUS	0	0	\$54.50
20231814	10/12/2023	P - Plumbing	2107 N MINNESOTA	AQUA PLUMBING SERVICES	REPAIR	0	0	\$54.50
20231813	10/12/2023	P - Plumbing	924 BUCK DR	WEST SHORE HOMES, LLC	MISCELLANEOUS	0	0	\$54.50
20231807	10/12/2023	P - Plumbing	418 N SHAWNEE OK	CASTILLO & SON	REMODEL	0	0	\$54.50
20231781	10/10/2023	P - Plumbing	111 W PULASKI	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20231779	10/10/2023	P - Plumbing	3033 N TUCKER AVE	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20231777	10/10/2023	P - Plumbing	705 W DEWEY	ERIC'S PLUMBING, LLC	MISCELLANEOUS	0	0	\$54.50
20231770	10/9/2023	P - Plumbing	1709 BRIDLEWOOD CT	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20231768	10/9/2023	P - Plumbing	1315 N MCKINLEY	COLE PLUMBING	REMODEL	0	0	\$54.50
20231762	10/9/2023	P - Plumbing	3700 N KICKAPOO AVE	MULLIN PLUMBING	REMODEL	0	0	\$54.50
20231756	10/6/2023	P - Plumbing	3954 N KICKAPOO AVE	M & J CONTACTORS LLC	MISCELLANEOUS	0	0	\$54.50
20231755	10/6/2023	P - Plumbing	1008 N MCKINLEY AVE	HUBBARD PLUMBING LLC	GAS EXTENSION TO GENERATOR	0	0	\$54.50
20231754	10/6/2023	P - Plumbing	122 W DRUMMOND ST	DALES PLUMBING	PRESSURE TEST	0	0	\$54.50
20231751	10/5/2023	P - Plumbing	600 W INDEPENDENCE ST STE 1200	PLUMBING MASTERS, LLC	REMODEL	0	0	\$54.50
20231749	10/5/2023	P - Plumbing	8032 INDUSTRIAL DR	MOODY MECHANICAL INC	FINISH OUT	0	0	\$879.50

20231744	10/4/2023	P - Plumbing	4940 N AUTOMALL DR	MATTHEWS PLUMBING & UTILITIES	ADD ON	0	0	\$54.50
20231743	10/3/2023	P - Plumbing	2117 N BROADWAY	MOORE WATER & AIR	MISCELLANEOUS	0	0	\$54.50
20231730	10/3/2023	P - Plumbing	4611 N KICKAPOO	C & C PLUMBING	REMODEL	0	0	\$54.50
20231717	10/2/2023	P - Plumbing	419 N MEAD	DALES PLUMBING	REMODEL	0	0	\$54.50
20231841	10/18/2023	P - Well	7 COUNTRY CLUB RD	LOMAN DRILLING INC	NEW INSTALLATION	0	0	\$100.00
20231925	10/26/2023	PC - Zoning Change	0 N HARRISON	TJT HOLDINGS LC	REZONING	0	0	
20231924	10/26/2023	PC - Zoning Change	0 N HARRISON	TJT HOLDINGS LC	REZONING	0	0	\$280.00
								\$57,867.05

Total Records: 240

11/1/2023

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 10.31.2023	License No.: 6147
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	11.20.2023
Property Address	15205 Turtle Bay
Lake Site Location	Eckel Tract Lot A
Lease Dates	11.20.2023 - 11.19.2053
Lease Fee	776.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Merge Lane Properties, LLC
Address	1530 N Harrison St #236, Shawnee, OK 74804
Email	mergelaneproperties@gmail.com
Phone	303.618.8006
Current Lessee (Transfer From)	
Name(s)	Doris Norton
Address	15205 Turle Bay, Shawnee, OK 74801
Email	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	11.3.2023
Miscellaneous Comments	Paul D Spittler - #6264 - \$100.00 Spittler Auction, Inc - #19686 - \$75.00 Merge Lane Properties - #2758 - \$776.00
Fees Collected	\$1851.00 #6264, #19686, #2758



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE #6147 **TRACT NAME** Eckel **LOT #**A

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 11/20/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MERGE LANE PROPERTIES, LLC,
1530 N HARRISON ST #236
SHAWNEE, OK 74804

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$776.00** dollars for **2023**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15205 TURTLE BAY

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased,

an area or thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

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

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

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

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

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

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

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

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

reason of the cancellation of the said lease aforesaid.

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

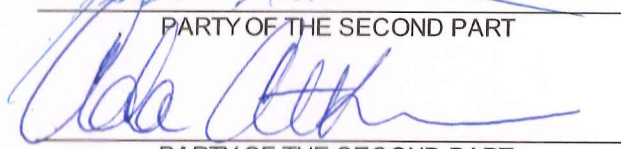
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Resignation notice
Date: Monday, November 13, 2023 12:58:43 PM

From: Ian Hayes
Date: November 2, 2023 at 3:57:30 PM CDT
To: Kerri Foster
Subject: [EXTERNAL EMAIL]Resignation notice

"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."

Hello Kerri,

I am writing to inform you of my decision to resign my position on the City of Shawnee Parks Advisory Board and Beautification Committee effective immediately.

As we discussed prior, my other commitments have become to great for me to be able to fulfill the requirements of my position on the board to the best of my ability, and I feel it is best for me to make room for someone with the time and energy to devote to this position.

It has been a pleasure serving on the Parks Advisory board, and I am proud to have been apart of all that we have accomplished working in conjunction with the Parks Department, and I have no doubt that the board will continue to make a positive impact on this community in the future.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Best regards,

Ian Hayes



RECEIVED CITY CLERK'S OFFICE

Date 11-13-23 Time 1:45 pmAPPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Gary Dowdy</u>	Application Date: <u>11-13-2023</u>
Address: <u>39209 MacArthur</u>	Date of Birth: <u>05-05-1948</u>
Mailing Address: <u>SAME</u>	
Daytime Phone: <u>405-777-6344</u>	Fax: _____ Email: <u>DP422LER@Ychd.com</u>
Profession: <u>Retired Gm.</u>	
Business Name: <u>General Motors</u>	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? since 1978

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

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

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

I go to all the meetings and support the City Activities

Revised July 12, 2019

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

Trustee at Wesley United Methodist Church
Active Senior

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

Church ad council

List education, including degree(s) earned:

High school in Michigan some College in Michigan at Rose State

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? Yes

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

1986 Tex

Have you ever declared personal or business bankruptcy? Yes

If so, please explain:

1990 because of Tex law

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Ed Bolt</u>	<u>Friend</u>	
<u>Gerard Nsah, mawa</u>	<u>Poster</u>	<u>405-269-9361</u>
<u>Steve Palmer</u>	<u>Friend</u>	<u>405-481-6313</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 Jan Poudy

Date 11-13-2023

Revised July 12, 2019

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

Send completed application to:

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

Revised July 12, 2019



Human Resources

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

Date: November 1, 2023
To: Andrea Weckmueller-Behringer, City Manager
From: Jennifer Greenland, HR Director
Subject: 2024 Non-Union Holiday Schedule

On the following City holidays, the City Hall offices will be closed, and most employees will have the day off:

January 1, 2024	Monday	New Year's Day
January 15, 2024	Monday	Martin Luther King, Jr. Day
February 19, 2024	Monday	Presidents' Day
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth Independence Day
July 4, 2024	Thursday	Independence Day
September 2, 2024	Monday	Labor Day
November 11, 2024	Monday	Veteran's Day
November 28, 2024	Thursday	Thanksgiving Day
November 29, 2024	Friday	Day after Thanksgiving
December 24, 2024	Tuesday	Christmas Eve
December 25, 2024	Wednesday	Christmas Day

Approved:


City Manager



Proclamation

“Outsiders Productions & Play It Loud”

Whereas, Members of the Outsiders Production team

Jason Alexander,

Adam Hampton,

Chad Mathews, and

Kenny Pitts

continue to bring recognition and prestige to the film industry in the Shawnee area and the State of Oklahoma; and

Whereas, Outsiders Productions have been a staple in the Shawnee area film industry, starting their careers together when they were in high school at Dale, Bethel, and Shawnee and developing increasingly sophisticated productions; and

Whereas, the Outsiders have been awarded their fourth regional Emmy, celebrating the finest achievements in television and film for their series *Play it Loud* filmed at Grand Casino Resort Hotel and other central Oklahoma locations; and

Whereas, the Outsiders continue inspire the current and next generation of film makers and film enthusiasts;

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, on this 20th day of November 2023, I do hereby recognize for their service and outstanding contributions to the City of Shawnee;

“Outsiders Productions”

In the City of Shawnee, Oklahoma
Dated this 20th day of November 2023

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



Proclamation

“Shop Shawnee Day”

Whereas, the government of the City of Shawnee, Oklahoma, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 33 million small businesses in the United States; small businesses represent 99.7% of firms with paid employees; small businesses are responsible for 62.7% of net new jobs created since 1995; and small businesses employ 46.4% of private sector employees in the United States; and

Whereas, 68 cents of every dollar spent at small businesses in the United States stay in the local community, and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local goods and services; and

Whereas, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

Whereas, locally owned businesses build strong neighborhoods by sustaining communities and contributing to local causes during times of prosperity and hardship; and

Whereas, the City of Shawnee collaborates with Shawnee Forward as well as other local organizations to support our local businesses that create jobs, boost our local economy, and enrich our community; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday. In partnership with Shawnee Forward, we would like to encourage you all to “Shop Shawnee” in celebration of Small Business Saturday and throughout the year.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 25th day of November 2023, to be

“Shop Shawnee Day”

And urge the residents of our community to support small businesses and merchants on Shop Shawnee Day and throughout the year.

In the City of Shawnee, Oklahoma
Dated this ____ day of ____, 2023.

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



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

Date: November 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of the Calendar Year 2024 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.

Background: In 2023, the City of Shawnee's moved from twice-monthly meetings for the Board of Commissioners to once-monthly meetings, a schedule that was also replicated for the Board of Trustees of the Shawnee Airport Authority (SAA) and the Board of Trustees of the Shawnee Municipal Authority (SMA). The once-monthly meetings are compliant with the City Charter, Article 4, Section 4, which states "the board of commissioners shall hold at least one (1) regular meeting each month at City Hall at a date and hour to be designated by resolution."

The move to once-monthly meetings of the Board of Commissioners freed up time and resources for the Board of Commissioners and within multiple City departments without negatively impacting the policy-making and approval activities accomplished by the City of Shawnee's governing body.

Since the regular meetings are also an opportunity for the public to communicate concerns and ideas, City staff had in parallel rolled-out an online portal that allows citizens to report infrastructure-related problems, code enforcement issues, and other real-time insights; the portal can be accessed at <https://citizen-request-cityofshawneeok.hub.arcgis.com/>. Both the Board of Commissioners as well as the City Manager's Office and Department Directors can also be reached through this portal.

City staff has prepared two separate schedules, one of which would revert to twice-monthly meetings whereas the other calls for once-monthly meetings. City staff recommends staying with once-monthly meetings and retaining the third Monday of every month, excepting declared holidays, as the regular meeting date for the Board of Commissioners as well as SAA and SMA Trustee meetings. The first Monday would continue to be available for Special Call Meetings or Work Sessions, as needed.

Financial Impact: None

Attachments: 2024 Regular Calendar - 3rd Monday, 2024 Regular Calendar - Twice Monthly

Staff Recommendation: Approval of the item

2024 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS

**THE BOARD OF CITY COMMISSIONERS,
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY, AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE		TIME	PLACE OF MEETING
1/16/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/20/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/18/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/15/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/20/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/17/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/15/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/19/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/16/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/21/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/18/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/16/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK

NAME: LISA LASYONE, CMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448
Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2023.

Signed: _____
Clerk/Deputy Clerk

2024 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS

**THE BOARD OF CITY COMMISSIONERS,
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY, AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE		TIME	PLACE OF MEETING
1/02/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
1/16/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/05/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/20/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/04/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/18/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/01/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/15/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/06/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/20/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/03/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/17/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/01/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/15/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/05/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/19/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/03/2024	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/16/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/07/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/21/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/04/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/18/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/02/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/16/2024	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK

NAME: LISA LASYONE, CMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448
Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2023.

Signed: _____
Clerk/Deputy Clerk



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

Date: November 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an ordinance amending portions of Article XI, Sections 8-600 through 8-603 of Chapter 8 of the Shawnee Municipal Code, regulating meal operations in the downtown area; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Background: On October 16, 2023, the City Commission of Shawnee passed an ordinance aimed at regulating meal operations within Downtown Shawnee. As part of this ordinance, a permit is now required for the distribution of food to four or more people.

This ordinance is designed to ensure that food distribution activities within this zone comply with the City's regulations, creating a pleasant environment for all. The permit applies specifically to Downtown Shawnee, an area bounded by Highland St., 7th St., Harrison St., and Kickapoo St.

Having been the topic of many discussions over the past four weeks, it is the intent of the amended ordinance to provide further clarification related to the regulation of meal operations in downtown.

Financial Impact: None

Attachments: Amended Feeding Operations Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF ARTICLE XI, SECTIONS 8-600 THROUGH 8-603 OF CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE, REGULATING MEAL OPERATIONS IN THE DOWNTOWN AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

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

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

§8-600. PURPOSE

The City finds that unregulated special use events such as meal operations may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special use events like meal operations may attract large numbers of patrons. Their belongings, vehicles, or bicycles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the inhabitants' use of streets and sidewalks. Unregulated special use events can create situations that exceed the City's capacity to provide adequate security, public safety, medical care, health, parking, water, sanitation, and waste disposal. Furthermore, unregulated special events can harm public health and create noise, congestion, and other nuisances, which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and properties. It is the intent of this article to regulate meal operations as a type of special use event. Therefore, the City Commission adopts an ordinance to regulate meal operations and mitigate any adverse effects they may cause.

§8-601. 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.

Downtown shall mean the area whose boundaries are Highland Street, 7th Street, Harrison Street, and Kickapoo Street.

Meal Operation area or site means any outdoor place, which will be maintained, used, or operated for a special use event or meal operation.

Meal Operation shall mean an organized and deliberate preparation and/or serving of food to four or more individuals for free.

Operator means an individual, group of individuals, association, partnership, corporation, firm, company, or property owner who conducts or sponsors a special use event. An operator of an event may or may not include the City.

Park shall mean a city-owned park or recreational facility.

Public Right-of-Way shall include streets, alleys, and sidewalks.

Public Building shall mean a structure designed and used in a manner for the public's benefit, including but not limited to convention centers, libraries, police and fire stations, utilities stations, City facilities where the public is allowed use for educational or training sessions, and City office facilities where City staff regularly interact with members of the public.

§8-602. REGULATED AND ALLOWED OPERATIONS

- A. All Meal Operations within Downtown, including parks, public right-of-way, or other publicly owned facilities shall only be held as part of a valid Special Use Permit, Special Event Permit, or Park Rental.
- B. This ordinance shall in no way prohibit:
 - 1. Meal Operations held indoors or on private property; or
 - 2. Meal Operations in conjunction with the operation of the City-designated Homeless Resource Center; or
 - 3. Meal Operations held in conjunction with a declared emergency or similar event.

§8-603. OFFENSE AND PENALTY

- A. An Operator, or any person or persons participating with the Operator, commits an offense if the Operator violates the terms of the issued permit, closes a street without a permit, damages or destroys any City property, fails to properly dispose of refuse, or violates any provisions of this article of the City Code.

- B. The first offense under this section shall incur a \$250 fine.
- C. Each subsequent offense shall incur a \$500 fine.
- D. An Operator, or any person or persons participating with the Operator, found to be in violation of the terms of a permit issued under this chapter, or to be found holding a Meal Operation without a special use permit, special event permit, or park rental may not apply for or receive a Special Use Permit for one (1) year after the date of revocation or violation.

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

SECTION 3. SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 4. CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

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

PASSED AND APPROVED this ____ day of November, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of November, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of November, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: November 20, 2023
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; providing for severability; and providing for codification.

Background: The proposed amendment enhances the definition of vendors and activities allowed in City of Shawnee parks. It also clarifies the granting of permission for programs and events.

The proposed amendments will allow City staff to update signage as well as improve the permit process.

Financial Impact: None

Attachments: Draft Ordinance Chapter 21

Staff Recommendation: Approval of the item

ORDINANCE NO. ____NS

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 21 "PARKS AND RECREATION"; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; AND PROVIDING FOR SEVERABILITY.

WHEREAS, it is the intent of the Mayor and City Commission in acting this ordinance to provide for and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma; and

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: **AMENDATORY.** Chapter 21 "Parks and Recreation", Sections 21-7 and 21-9 shall be amended as follows:

Section 21-7. "Entering when closed; signs."

- (a) It shall be unlawful for any person to be in any public park or recreation area during hours such public park or recreation area is closed to the public. Appropriate signs shall be erected in conspicuous places notifying the public of the hours such public parks or recreation areas are closed to the public.
- (b) The city manager or designee may grant special permission to groups of persons to use public parks and recreation areas during the hours it is closed when, in their judgement, such groups are properly supervised and will be engaged in lawful activities.

Section 21-9. "Vendors in recreational areas."

- (a) The term "vendor," as used in this section, shall mean any person who sells or offers services regardless of character of property sold or service provided.
- (b) It shall be unlawful for any vendor to engage in the business of vending or to sell property of any kind in any of the City's public parks and recreational areas, without first obtaining a permit from the city manager or designee.
- (c) The city manager or designee is authorized to designate City recreation areas where vendors may operate. The city manager or designee is authorized to issue space designation permits for vendors who desire to operate in such city recreational areas. Vendors holding such space permits shall operate in only those spaces designated by such space permits. Such permits shall be issued on a daily basis. However, permits may be issued to cover specific events held in the recreational areas. The city manager or designee shall charge a fee in an amount as described in the City fee schedule adopted and updated from time to time by the city commission.
- (d) Permit fees for vendors that are charitable organizations may be waived by the city manager or their designee. The term "charitable organization" is defined as an organization that has no capital stock and no provision for making dividends or profits but derives its funds mainly from public and private charity and holds them in trust to be expended for charitable purposes.
- (e) Any vendor who operates within any of the City's recreational areas without first securing a permit as provided for in this section, along with their merchandise, vending equipment and other property relating to such vending, shall be subject to immediate removal from such place by the police department, and such vendors shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined up to an amount as described in the city fee schedule adopted and updated from time to time by the city commission, plus costs.

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

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

Section 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

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

DRAFT



City Attorney Department
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: November 20, 2023
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Subject: Consider the cancellation of Lease Agreement for 15512 Nickens Road, Belcher Tract Lot 2.

Background: Section 16-326 of the Code of Ordinances for the City of Shawnee grants the City Commission certain authority over cabin site leases at Shawnee Lake No. 1. It states in relevant part the following:

Sec. 16-326. - Cancellation of lease.

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

The current lease was transferred to the lessees in July of 2011. The Lessees' lease payment for 2022 came due and owing on July 5, 2022. City staff transmitted three (3) past due notices to the lessees on August 23, 2022, September 15, 2022, and January 12, 2023, respectively. In addition, City staff made multiple attempts to reach the Lessees by phone and left a voicemail each time. The lessees did not respond to any communication from City staff.

The City Attorney's office began efforts to communicate with the lessees in March of 2023. A Notice of Lease Cancellation was sent to the Lessees but never responded to. The City Attorney's office also made multiple attempts to contact the lessees via telephone with no response. Finally, the City Attorney's office caused the Notice of Lease cancellation to be posted at the leased premises in July of 2023, and again received no response from the lessees.

To date, neither the 2022 nor 2023 lease payment for Nickens Road (Belcher Tract, Lot 2) has been received by the City.

The lessees' failure to pay for 2 years, coupled with their indifference to the City's attempts to communicate with them regarding the delinquent payments, constitute an intentional disregard for the terms of the lease, in violation of both City ordinance and the lease itself. The City Commission may make such a finding and cancel the lease, triggering the remaining provisions of Section 16-326.

If the lease is canceled by action of the City Commission, a thirty (30) day notice will be mailed to the lessees at their last known address. Following the thirty (30) day notice period, the City may initiate the eviction process if the lessees have not voluntarily vacated the premises.

Financial Impact: None

Attachments: Lake Lease 15512 Nicken Rd

Staff Recommendation: Staff recommends that the City Commission make the finding that the lessees' failure to pay for 2 years, coupled with their indifference to the City's attempts to communicate with them regarding the delinquent payments, constitutes an intentional disregard for the terms of the lease, in violation of both the ordinance and the lease itself; and as a result of the the intentional disregard for the terms of the lease, the lease should be cancelled.

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 020571**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 5, 2011 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

AMY PERKINS
of 7827 ACME RD SHAWNEE OK 74801 ,
MANDY VICKERY
of 9325 CEMETERY RD NOBLE OK 73068,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 612.00** dollars for **2011**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15512 NICKENS RD
LOT 2 BELCHER TRACT**

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

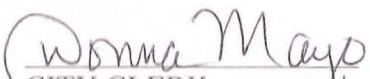
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: 
MAYOR
PARTY OF THE FIRST PART

ATTEST:


CITY CLERK - Deputy


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

Date: November 20, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of a task order in accordance with the agreement between the City of Shawnee and Del Sol Consulting for consulting services related to the April 19, 2023, storm event.

Background: At the June 9, 2023, Special Call Commission meeting, the City of Shawnee Board of Commissioners approved a consulting agreement with Del Sol Consulting to provide consulting services related to disaster recovery from the April 19, 2023, storm event. This contract requires the issuance of task orders that include a scope of services in order to engage with the consultant.

This will be the second task order under this agreement. It includes a not to exceed provision of \$500,000 and provides that the consultant will perform the following services through June of 2024:

- Consulting for all FEMA categories
- Consulting for all insurance claims related to the storm event
- Program and Project Management for all State and/or Federally funded projects
- Construction Management for all State and/or Federally funded projects
- Consulting for direct administrative tasks related to the storm event

City staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$500,000; Grant Fund, Emergency Management, Other Contractual Services - 010-5-0740-53390

Attachments: Del Sol Task Order 2 11_2023, Del Sol Consulting Services Agreement - Shawnee.060623

Staff Recommendation: Approval of the item

Attachment A SCOPE OF SERVICES

1. Services:

Contractor will serve as:

The Owners Representative, Disaster Recovery Consultant, Program Manager, Direct Administrative Consultant, Project Manager, and Construction Manager for City of Shawnee. The role will be a liaison between all State and Federal Agencies. Architects, Engineers. and Contractors for all disaster related activities stemming from all current active and future declared disasters.

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

1. Consulting for all FEMA Categories
2. Consulting for all insurance claims related to the disaster.
3. Program/Project Management for all State and/or Federally funded projects
4. Construction Management for all State and/or Federally funded projects.
5. Consulting for all Direct Administrative tasks

Attachment B
TASK ORDER NO. 2

TASK ORDER TO
CONSULTING SERVICES

Project No. _____
Effective Date: _____

Del Sol Consulting, Inc. ("CONSULTANT") agrees to perform for City of Shawnee ("CLIENT") the contracted Services described below for the Project identified below. The contracted Services shall be performed in accordance with the provisions of the Consulting Services Agreement ("Agreement") dated June 9, 2023 between CONSULTANT and the CLIENT.

1. Project:

City of Shawnee

2. Contracted Services (reference and attach scope of work, if applicable):

See Scope of Services attached.

3. Compensation:

Compensation for the proper performance of the contracted Services under this Task Order shall not exceed five hundred thousand dollars (\$500,000) and can only be spent once a Notice to Proceed is issued. Rates shall be at those listed on the Rate Sheet form submitted by Consultant in RFP Submittal.

4. Start Date:

November 20, 2023

5. Time of Performance (attach schedule if applicable):

Services shall be performed as necessary until June 30, 2024.

6. Special Terms and Conditions:

7. Key Personnel:

Melissa Barclay, Charburn Richardson, Michael Dorris, Blythe Dorris, Joanna Ragas, Brandi Masson, Claire Kelly, Thad Thomas, Jake Springer, Amy Krohn, Anna Maria Spears, Cary Bock and Jason Guy, other personnel that would be deemed necessary and a local Engineer to be determined

CONSULTANT and CLIENT have executed this Task Order and CONSULTANT is directed to proceed with the contracted Services set out in this Task Order.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Blythe D. Dorris

Name (Printed or Typed)

Title

President

Title

Date

Date

**Attachment C
CHANGE ORDER**

Contract No. _____
Change Order No. _____
Effective Date. _____

In accordance with Article 22 of the Consulting Services Agreement dated _____ ("Agreement") between the City of Shawnee ("CLIENT") and Del Sol Consulting, Inc. ("CONSULTANT"), this Change Order modifies the Contract as follows:

1. Change in Contracted Services:

2. Change in Time of Performance (attach schedule if appropriate):

3. Change in CONSULTANT's Compensation:

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date



CONSULTING SERVICES AGREEMENT

This Contract (“Contract”), with an Effective Date of June 9, 2023, is by and between Del Sol Consulting, Inc (“CONSULTANT”), an incorporated company organized under the laws of Louisiana with its principal place of business at 101 Brookside Drive, Mandeville, LA 70471, and the City of Shawnee (“CLIENT”), a public municipality with its principal place of business at 16 W. 9th St., Shawnee, OK 74801.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The overall scope of services to be performed by CONSULTANT under this agreement is described in Exhibit A (“Scope of Services”).

2 TASK ORDER PROCESS

2.1 The task specific scope of services to be performed by CONSULTANT under this agreement shall be set forth in individual task orders using the general format set forth in Attachment B (“Task Order”), attached hereto and incorporated herein by reference. All Task Orders shall contain an identification of the project (“Project”), description of the Contracted Services, compensation to be paid to CONSULTANT for the performance of the Contracted Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Contracted Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order.

2.3 Any change to the Task Order shall be made in writing and must be signed by both parties prior to the change taking effect. Any execution of changes to the Task Order prior to approval may result in termination and damages paid by the offending party.

3 TERM OF AGREEMENT

3.1 This Contract shall commence on the Effective Date stated above, and CONSULTANT is authorized to commence performance of the Contracted Services as of that date. This Contract terminates June 30, 2024, unless terminated earlier pursuant to the terms and conditions of this Contract. CONSULTANT shall complete the Contracted Services in accordance with the time schedule (“Project Schedule”) set forth in each Task Order, including any intermediate milestones and phase submittals.

3.2 TIME IS OF THE ESSENCE with regard to the performance of the Contracted Services, specifically including but not limited to any intermediate milestones and phase submittals.

4 COMPENSATION AND PAYMENT

4.1 As compensation for the performance of the Contracted Services (“Compensation”), CLIENT will pay undisputed amounts to the CONSULTANT as detailed in each Task Order. CLIENT shall not have any liability for any other expenses or costs incurred by CONSULTANT other than as expressly set forth in the compensation section of each Task Order.

5 INVOICING INSTRUCTIONS

5.1 CONSULTANT shall submit monthly invoices to CLIENT for Contracted Services properly performed in the preceding month, along with such supporting documentation as CLIENT may require. CLIENT may prescribe the format of such invoice. Invoices shall be sent to the address and person named below:

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

5.2 Invoices submitted to CLIENT will:

- 5.2.1 Show the name of the Project and CLIENT's Job Number and task order number;
- 5.2.2 Total Compensation authorized under this agreement and task order number;
- 5.2.3 Amount of Compensation paid to date on job number and task order number;
- 5.2.4 Amount of the current invoice on task order; and
- 5.2.5 Description and summary of activities and tasks completed in the preceding month.

5.3 A specific monthly submittal date will be established (By the 10th of the following month).

5.4 Failure of CONSULTANT to comply with the prescribed format or failure to provide adequate supporting documentation may result in rejection of the invoice. In the event that CLIENT disputes any amount as being due or lacking sufficient supporting data, CONSULTANT will include all amounts not in dispute in the invoice which CONSULTANT submits monthly to its CLIENT. When the amounts in dispute are resolved to the reasonable satisfaction of CLIENT, those amounts shall be submitted to the CLIENT for payment in the next monthly invoice.

5.5 CONSULTANT recognizes that the CLIENT may reject any portion of the CONSULTANT's invoice. In the event of CLIENT rejection of CONSULTANT invoice item(s), the CONSULTANT waives all rights of payment against the CLIENT. CONSULTANT shall exert reasonable and diligent efforts to collect prompt payment from CLIENT.

6 PAYMENT OF INVOICES

6.1 CLIENT will pay all undisputed portions of CONSULTANT's monthly invoices within 30 days of CLIENT's receipt of CONSULTANT's monthly invoice.

6.2 CLIENT shall promptly pay for all services, labor, material and equipment used or employed by it in the performance of the contracted Services, and will maintain all materials, equipment, structures, buildings, premises and property provided under the Subcontracted Services free and clear of mechanic or other liens. At CLIENT's request, CONSULTANT shall furnish to CLIENT reasonable proof that all services, labor, materials and equipment have been paid in full.

6.3 No payment made by CLIENT to CONSULTANT under this contract shall be construed as evidence of acceptance of the Contracted Services or a waiver of CLIENT's right to demand the correction of any defect or deficiency in the Contracted Services.

7 FINAL PAYMENT

7.1 The receipt of the following deliverables, when applicable, is a prerequisite for final payment:

7.1.1 All plans, sketches, drawings, documents, reports, memoranda, deliverables and reproducibles related to the Contracted Services and as required by CLIENT;

7.1.2 All non-expendable personal property purchased and paid for under this contract; and

7.1.3 A formal written release of all claims for Compensation and waiver of all liens relating to the Contracted Services.

8 LIEN WAIVER

8.1 CONSULTANT shall promptly pay for all services, labor, materials and equipment used or employed by CONSULTANT in the performance of the Contracted Services and shall maintain all materials, equipment, structures, buildings, premises and property of CONSULTANT's Landlord ("LANDLORD") and CONSULTANT'S Client ("CLIENT") and keep all free and clear of mechanic's or other liens. CONSULTANT shall, if requested, provide CLIENT with reasonable evidence that all services, labor, materials and equipment have been paid in full.

9 CONSULTANT'S REPRESENTATIVE

9.1 CONSULTANT'S REPRESENTATIVE is _____ and is authorized to act on behalf of CONSULTANT in all matters concerning the Contracted Services and shall have a thorough knowledge of the Contracted Services and shall be made available to CLIENT at all reasonable times.

10 CLIENT'S REPRESENTATIVE

10.1 CLIENT'S REPRESENTATIVE is _____ and is authorized to act on behalf of CLIENT in all matters concerning the Contracted Services and has thorough knowledge of the Contracted Services and shall be made available to CONSULTANT at all reasonable times.

11 COMPLIANCE WITH THE LAW

11.1 CONSULTANT warrants that they will comply with all applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Contracted Services ("Law"). For any services performed on premises owned or controlled by CLIENT. CONSULTANT warrants and agrees that CONSULTANT will perform the Services in compliance with all CLIENT Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

12 CONFLICT OF INTEREST

12.1 CONSULTANT warrants, represents, and agrees that CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONSULTANT'S performance of the Services hereunder. CONSULTANT further warrants and affirms that no relationship or affiliation exists between CONSULTANT and CLIENT that could be construed as a conflict of interest with regard to this Agreement or the Prime Contract.

13 PERMITS AND LICENSES

13.1 CONSULTANT will obtain and pay for all qualification-related permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with CONSULTANT's performance of the Contracted Services

14 STANDARD OF PERFORMANCE

14.1 CONSULTANT warrants that they will perform the Contracted Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

14.2 CONSULTANT shall provide additional services as needed to correct any defects or deficiencies in the Contracted Services and shall bear all costs related to the correction of CONSULTANT's defective or deficient performance at no additional cost to CLIENT.

15 ACCESS

15.1 CLIENT shall be responsible for providing CONSULTANT with access to the Project site ("Project Site") to the extent necessary to properly perform the Contracted Services.

15.2 CONSULTANT shall use only such points of ingress and egress at the Project Site as are authorized by CLIENT and shall restrict its access to those areas specifically authorized by CLIENT. CONSULTANT shall strictly comply with applicable security requirements.

16 HEALTH & SAFETY

16.1 CONSULTANT acknowledges that there may be construction, environmental or other hazards at the Project Site or otherwise associated with the Contracted Services and CONSULTANT warrants that they will take appropriate precautions to protect its employees, lower-tier subcontractors, suppliers and others who may be associated with the performance of the Contracted Services.

16.2 CONSULTANT's employees and the employees of its lower tier subcontractors who perform the Contracted Services shall be experienced and properly trained to perform the Contracted Services and shall take adequate precautions to protect human health and the environment in the performance of the Contracted Services.

16.3 In the event that CLIENT observes a potentially hazardous condition relating to the Contracted Services, CLIENT may bring such condition to the attention of CONSULTANT. If CONSULTANT fails to immediately respond and correct such potential or actual hazardous condition, CONSULTANT has the right to suspend the Contracted Services until such time as CLIENT remedies the potential or actual hazardous condition. CONSULTANT shall be solely responsible for any cost, expense or schedule disruption resulting from such suspension of the Contracted Services.

16.4 CONSULTANT shall be solely and continuously responsible for the health, safety and welfare associated with the Contracted Services at all times and is not limited to normal working hours. The CONSULTANT's failure to thoroughly familiarize itself with and account for the aforementioned health and safety provisions and those additional requirements provided by CLIENT, if any, will not relieve CONSULTANT from the obligations set forth in this Subcontract.

17 CONTACT WITH CLIENT, LANDLORD AND REGULATORY AGENCIES

17.1 Except to the extent expressly set forth in this Contract, CONSULTANT shall not communicate directly with CLIENT, LANDLORD or applicable governmental regulatory agencies with regard to the

Contracted Services without prior express authorization from CLIENT.

18 QUALITY CONTROL PLANS

18.1 When required by the Contracted Services, CONSULTANT shall execute a quality control plan acceptable to CLIENT that ensures the quality of the Contracted Services and conforms to any corresponding requirements in the Prime Contract.

18.2 Prior to starting the performance of the Contracted Services, CONSULTANT shall submit its quality control plan for the work products and activities identified in the Contracted Services to CLIENT'S REPRESENTATIVE.

18.3 CONSULTANT shall provide periodic updates on its progress toward quality plan implementation as directed by CLIENT.

19 INSPECTIONS

19.1 CONSULTANT shall maintain at a place acceptable to CLIENT complete, current and accurate working files, including but not limited to calculations, interpretations, assumptions, estimates, field logs, drawings, equipment calibration records, quality control inspections results, CAD files, schematics, redlines and other records applicable to the Contracted Services ("Records"). CONSULTANT shall provide CLIENT with reasonable and prompt access to such Records, including but not limited to the right to make copies thereof.

19.2 CLIENT, or their designees may inspect and otherwise evaluate the Contracted Services, Project Site, and Records at any reasonable time and place, but such inspection or evaluation shall be for the sole benefit of CLIENT and shall not relieve CONSULTANT from its obligations under this Contract.

19.3 Inspections performed by CLIENT shall be at the inspector's own expense. In the event that such inspection discloses a material defect, deficiency, error or omission in the Contracted Services, the cost of re-inspection as well as the cost associated with remedying a defect or deficiency shall be borne solely by CONSULTANT.

20 CHANGE ORDERS

20.1 CONSULTANT may, from time to time, order modifications or changes in the scope of the Contracted Services ("Changes") by written change order in the form of Attachment C ("Change Order"), incorporated herein by reference. In addition, Change Orders may be requested by CONSULTANT based upon material changes to the Contracted Services. Change Orders shall consist of additions to, deletions from or other revisions to the Contracted Services, including those required by modifications or change orders to the related Prime Contract. Within 10 days after the date of such Change Order or material change, and in any event prior to the commencement of such revised Contracted Services, CONSULTANT shall notify CLIENT in writing if CONSULTANT requests a change in the Compensation and/or Project Schedule and shall clearly state CONSULTANT's justification for the Change Order. If approved by CLIENT, an equitable adjustment will be made as appropriate.

20.2 FAILURE OF CONSULTANT TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE SHALL CONSTITUTE A WAIVER OF SUCH CLAIM BY CONSULTANT.

20.3 Failure of the parties to agree on whether the Change Order constitutes a compensable change to the Compensation and/or should result in a change in the Project Schedule shall be subject to the Disputes provisions of this Contract. CONSULTANT shall diligently proceed with the Contracted Services as directed by CLIENT, including any directed changes or potential changes in the Contracted Services, pending resolution of such Dispute.

21 SUSPENSION OF SERVICES

21.1 CLIENT may, at any time, with or without cause, suspend all or any portion of the Contracted Services for a period of up to 90 days ("Suspended Services"). CONSULTANT shall immediately stop the performance of the Suspended Services until such time as CLIENT issues direction to CONSULTANT to resume the Suspended Services. CONSULTANT shall take such action as is reasonably necessary to protect the Suspended Services and take such additional action as directed by CLIENT. An equitable adjustment may be made in accordance with the Change Order procedures of this Contract.

22 TERMINATION FOR CONVENIENCE

22.1 CLIENT may terminate all or part of this Contract for its convenience at any time with 10 day written notice. In such event, CONSULTANT will be entitled to Compensation for Contracted Services performed up through the date of termination. CONSULTANT shall not be entitled to compensation or profit for Contracted Services not performed.

23 TERMINATION FOR DEFAULT

23.1 CLIENT may at any time, by written notice, terminate the whole or any part of this Contract for default ("Termination for Default") upon failure of CONSULTANT to promptly cure such default within 15 days of written notice. For the purposes of this Contract, default includes but is not limited to: (i) failure to strictly adhere to the terms and conditions of this contract; (ii) failure to maintain progress so as to endanger proper performance of the Contracted Services; or (iii) failure to maintain adequate financial or legal capacity to properly complete the Contracted Services.

23.2 In the event of Termination for Default, CONSULTANT will be compensated for the Contracted Services properly performed prior to such termination for default. CLIENT may withhold any outstanding Compensation otherwise due to CONSULTANT pending final completion and acceptance of the Contracted Services and an accounting of related costs. In the event that the withheld amount exceeds the damages associated with CONSULTANT's default, CLIENT shall promptly pay such excess funds to CONSULTANT. In the event of a shortfall between such costs and any amounts due to CONSULTANT, CONSULTANT shall promptly pay CONSULTANT for such shortfall within 3 days of CLIENT's written demand for such payment.

23.3 If, after notice of Termination for Default, it is determined for any reason that CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience.

24 INSURANCE

24.1 CONSULTANT shall maintain at least the following insurance coverage, unless otherwise agreed by CONTRACTOR in writing:

24.2 Comprehensive General Liability insurance coverage of \$1,000,000.00 per occurrence. If, during the Term, CONSULTANT will enter CLIENT property, CONSULTANT shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Oklahoma including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against CLIENT. Comprehensive General Liability and Commercial Automobile

Liability policies must name CLIENT as Additional Insured. CONSULTANT shall pay all insurance deductibles and deductibles must not exceed \$75,000 unless approved in advance by CLIENT. CONSULTANT shall provide CLIENT Certificates of Insurance evidencing these insurance requirements prior to the state of work.

25 INDEMNITY

25.1 CONSULTANT shall defend, indemnify and hold harmless CLIENT, and their respective directors, officers, agents, and employees, from and against any and all liability, claims, suits, loss, fines, penalties, damages, costs, and expenses, including but not limited to, attorneys' fees and court costs, inclusive of appeals, ("Loss"), including all costs of appeals, in connection with or related to the performance of the contracted Services or CONSULTANT's duties and obligations under this contract. , but only to the extent caused by any negligent act or omission of CONSULTANT or any lower-tier subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by CONSULTANT or by the amount or type of damages, compensation, or benefits payable by or for CONSULTANT or any lower-tier subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts

25.2 CONSULTANT shall not be liable under this Article for Loss caused by the negligence of CLIENT.

26 DISPUTES

26.1 Any dispute related to this Agreement shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. In the event that the panel is unable to reach a mutual resolution of the dispute or has failed to convene within two weeks of the request of either party, either party may refer the matter to a court identified in this Agreement.

26.2 All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement, shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute.

26.3 Pending any final judicial decision or settlement, CONSULTANT shall proceed diligently with the contracted Services.

27 NOTICE

27.1 Any notice or communication required or permitted by this Contract shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the U.S. Postal Service, and addressed as follows:

CONSULTANT:
Del Sol Consulting, Inc.
101 Brookside Drive
Mandeville, LA 70471
Attn: Blythe Dorris

CLIENT:
City of Shawnee
16 W. 9th St.
Shawnee, OK 74801
Attn: City Clerk

or to such other address as the party to whom notice is to be given has furnished by the receiving party in writing.

28 CONFIDENTIAL INFORMATION

28.1 All information and data disclosed by CLIENT or otherwise developed or obtained under this Agreement shall be deemed to be proprietary and confidential information (“Confidential Information”).

28.2 CONSULTANT shall not disclose Confidential Information without CLIENT’s written consent. Those persons under CONSULTANT’s control shall not use Confidential Information for any purpose other than for the proper performance of the Contracted Services.

28.3 CONSULTANT’s obligations under this Article shall not apply to Confidential Information that is: (i) in the public domain without breach of this Contract; (ii) received by CONSULTANT on a non-confidential basis from others who had a right to disclosure such Confidential Information; or (iii) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CONSULTANT has had a reasonable opportunity to protect disclosure of such Confidential Information.

28.4 CONSULTANT shall ensure that the foregoing obligations of confidentiality and restricted use also extend and bind the employees and agents of CONSULTANT and its lower-tier SUBCONSULTANT’s and subcontractors who have been provided access to the Confidential Information under this subcontract.

28.5 CONSULTANT shall further comply with all CLIENT information security policies that may apply and shall not make any press releases, public statements, social media or marketing posts, or advertisements referring to the services provided under this Agreement or the Prime Contract or the engagement of the CONSULTANT by the CLIENT without the prior written approval of the CLIENT.

29 RIGHTS IN DATA

29.1 CONSULTANT agrees that all data and information in hard copy, electronic, or any other format, disclosed, developed or obtained under this Agreement, other than CONSULTANT’s Confidential Information, (“Data”), shall be and remains the sole property of CLIENT. Delivery of the data to CLIENT shall be a precondition for Final Payment.

29.2 CONSULTANT shall promptly deliver all Data to CLIENT upon CLIENT's request. CONSULTANT shall be fully responsible for the care and protection of the Data until such delivery. CONSULTANT may retain one copy of the Data for CONSULTANT’s archives subject to CONSULTANT’s continued compliance with the provisions of this Article.

29.3 CONSULTANT agrees not to assert, or to allow persons performing under CONSULTANT’s control, to assert any rights to Data and not to establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Contracted Services has been specifically commissioned by CLIENT and shall be considered “work for hire” and that all copyrightable and other proprietary rights therein shall vest solely in the CLIENT.

30 SURVIVAL OF TERMS

30.1 Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this Contract.

31 ASSIGNMENT AND SUBCONTRACTING

31.1 CONSULTANT shall not assign or contract this contract nor any rights or obligations herein without

the prior consent of CLIENT. In the event this contract is assigned or subcontracted by CONSULTANT, CONSULTANT shall remain responsible to CLIENT for the proper performance of CONSULTANT's obligations under this contract.

31.2 The terms and conditions of CONSULTANT's subcontracts or assignments under this contract shall, at a minimum, require the subcontractor or assignee to fully comply with this contract unless otherwise authorized in writing by CONSULTANT.

32 AMENDMENT AND WAIVER

32.1 Only a writing executed by each of the parties may amend this Agreement. Either party may waive any provision of this Agreement to the extent such provision is for the benefit of such waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of its or the other party's compliance with any representations or warranties or with any other provision of this Agreement. No waiver by either party of a breach of any provision of this contract shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

33 SEVERABILITY

33.1 If any term or provision of this agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this agreement.

34 GOVERNING LAW

34.1 This agreement, and any dispute arising from the relationship between the parties to this agreement, shall be governed by Oklahoma law, excluding any laws that direct the application or another jurisdiction's law.

35 VENUE, JURISDICTION AND SERVICE OF PROCESS

35.1 The parties agree that any suit, action or proceeding arising out of or related to this Subcontract shall be instituted in the appropriate state or federal court in Pottawatomie County, Oklahoma, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of such state or otherwise in those courts in any such suit, action, or proceeding.

35.2 To the extent that the dispute or claim relates to the Prime Contract, CONSULTANT hereby consents to the venue and jurisdiction as may be set forth in the Prime Contract.

36 HAZARDOUS MATERIALS

36.1 CONSULTANT shall not bring any toxic, nuclear, or hazardous substances, wastes or materials ("Hazardous Materials") onto the Project Site without the prior written consent of CLIENT and shall strictly comply with all Laws related to such Hazardous Materials.

37 REMEDIES

37.1 No remedies or rights conferred upon CONSULTANT by this Contract are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.

38 FORCE MAJEURE

38.1 CONSULTANT shall not be responsible for delay in the performance of its obligations under this contract caused by a force majeure event. To the extent that contracted Services are delayed by a force majeure event, CONSULTANT will be entitled to an equitable adjustment but only to the extent that CLIENT grants an equitable adjustment to CONSULTANT with regard to the contracted Services. For purposes of this contract, a “force majeure event” is an occurrence or circumstance beyond the control of the claiming party and may include, but is not limited to extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances or acts of any governmental agencies.

39 ENTIRE AGREEMENT

39.1 This contract embodies the entire agreement and understanding between the parties pertaining to the subject matter of this contract, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

40 ATTACHMENTS

40.1 The following attachments are hereby made a part of this Agreement:

Attachment A	Rate Sheet from Submittal
Attachment B	Task Order No. 1
Attachment C	Change Order Form
Exhibit A	Scope of Services
Exhibit D	Certification Regarding Lobbying
	FEMA Required Language

CONSULTANT

CLIENT

Signature

Blythe D. Dorris – President
Name (Printed or Typed)

Date

Signature

Name (Printed or Typed)

Date



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

Date: November 20, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of an amendment to the Contract between the City of Shawnee and DebrisTech, LLC for debris removal monitoring services.

Background: During the June 9, 2023, Special Call Commission meeting, the City of Shawnee Board of Commissioners approved an agreement with DebrisTech, LLC for debris removal monitoring services. This agreement was the result of a solicitation for proposals by staff, which was awarded to DebrisTech, LLC. The resulting agreement included a "not to exceed"/cap amount of \$500,000. As the debris removal process nears completion, it has become apparent that this cap is insufficient and will not cover the total cost necessary to provide FEMA-compliant monitoring services for the debris removal process and the cap needs to be increased.

This amendment will increase the cap from \$500,000 to \$700,000, which will allow DebrisTech, LLC to continue to provide the FEMA-required debris removal monitoring services for the debris cleanup process.

Financial Impact: \$200,000, Grant Fund, Emergency Management, Other Contractual Services - 010-5-0740-53390

Attachments: Debristech Contract Amendment 11_2023

Staff Recommendation: Approval of the item

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this “Amendment”) is entered into by DEBRISTECH, LLC (“Contractor”) and the CITY OF SHAWNEE, OKLAHOMA (the “City” or “applicant”), effective as of the 20th day of November, 2023 (the “Effective Date”).

WHEREAS, on June 9, 2023, Contractor and the City entered into that certain Independent Contractor Agreement (the “Agreement”) for DebrisTech to perform debris monitoring services as described therein; and

WHEREAS, Contractor and the City hereby desire to amend the Agreement as provided herein.

For and in consideration of the covenants herein contained and contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 6 of the Agreement states that \$500,000 (the “Cap”) is the maximum amount payable to DebrisTech by the City for services performed under the Independent Contractor Agreement. The parties desire to increase the amount of the Cap as provided herein and is amended by deleting Section 6 in its entirety and by substituting in the place and stead thereof the following:

Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the City shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor’s personnel. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the City Council immediately following receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed \$700,000.00 (the “Cap”). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

2. The Agreement, as herein amended, remains in full force and effect in accordance with its terms.
3. This Agreement shall be governed by the laws of the State of Oklahoma

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

DEBRISTECH, LLC

By: _____
Brooks Wallace, President

CITY OF SHAWNEE, OKLAHOMA

By: _____
Andrea Weckmueller-Behringer, City Manager



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

Date: November 20, 2023
To: Board of City Commissioners
From: Tony Wittmann, Fire Chief
Subject: Consideration of a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for Fire Station No. 3 Remodel.

Background: The remodel of Fire Station #3 was identified as a priority as part of the 2018 Half-Cent Sales Tax initiative, for which collections began in October of 2018. To accelerate the purchase timeline, the City of Shawnee obtained a loan in September 2020, which included funding for improvements to Fire Station #1 and Station #3.

Over the last several months, staff has worked with Kirkpatrick Architecture Studio (KAS), to develop a scope of services for the design and renovation of Fire Station #3. KAS has a long history of successfully designing and constructing fire stations throughout Oklahoma and Texas, and was highly recommended by several other fire departments for this project. In June of this year, KAS was acquired by Brandstetter Carroll Inc., which will allow the team to provide an even greater level of service through their national footprint.

The scope of services includes four phases:

1. Information Gathering and Schematics Design. \$56,885.00
2. Construction Documents. \$100,070.00
3. Bidding and Negotiation. \$11,046.00
4. Construction Administration and Project Closeout. \$69,706.00

Also, included in the scope of services is \$1,500.00 for reimbursable expenses, bringing the total contract amount to \$239,210.00.

Financial Impact: \$239,210.00, from 2018 Capital Improvement Fund, Fire Suppression, Capital Outlay-Buildings and Improvements, 303-5-0720-54200

Attachments: B101-2017 - Standard Form of Agreement Between Owner and Architect (BCI), PR 231011 - Shawnee Fire Station No. 03

Staff Recommendation: Approval of the item



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of November in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

and the Architect:
(Name, legal status, address and other information)

Brandstetter Carroll, Inc.
2360 Chauvin Drive
Lexington, KY 40517
Telephone Number: (859) 268-1933

for the following Project:
(Name, location and detailed description)

City of Shawnee Fire Station No. 3 Addition
500 E MacArthur Street
Shawnee, OK 74804

The project is a remodel of, and addition to, Fire Station No. 3. The approximately 1,525 square foot addition to the living quarters contains a bunk room with portioned for six beds, two shower rooms, and an open locker room. This allows the existing almost 2,000 square feet living quarters to be remodeled. In the apparatus bays, the project includes an approximately 1,865 square foot addition for support spaces and to elongate two bays.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Remodel and provide addition to Fire Station No. 3 capable of:

- Sleeping five firefighters and one captain
 - Captain's suite preferred
- Housing existing air cascade in dedicated room
- Providing a shop
- Increasing two bays to allow for stacking
- Storing two sets of PPE for 18 firefighters in a dedicated room
- Providing a Reports/Watch room

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- Address is 500 E. MacArthur Street
Shawnee, OK 74804
- Existing Fire Station No. 3 first floor is approximately 4,800 square feet

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

- Project Cost is \$2,500,000
- Anticipated construction budget is approximately \$2,050,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Lowest bid, best qualified

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Tony Wittman
Fire Chief
16 West 9th Street
Shawnee, OK 74801-6812
Telephone Number: (405) 878-1556

Mobile Number: (405) 760-6837

Email Address: TWittmann@shawneeok.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David M. Robinson
100 W Mulberry Street
Denton, TX 75007
Telephone Number: (940) 387-8182

Mobile Number: (214) 893-8380
Email Address: drobinson@bciaep.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

- | | |
|---------------------|--------------------------------|
| • Civil Engineering | Gose & Associates |
| • Cost Estimation | Pre-construction Services, Inc |

§ 1.1.12 Other Initial Information on which the Agreement is based:

Conceptual solutions, *Option2* (SKA-03 and SKA-04) and *Option 3* (SKA-05 and SKA-06) are representative of the final design solution.

Init.

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User Notes:

(1110660151)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five hundred thousand Dollars and Zero Cents (\$ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services – NOT USED

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.1 Programming - The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 4.1.1.6 Refer attached AIA Document E203-2013

§ 4.1.1.8 Civil engineering – Architect shall retain a civil engineer to provide civil engineering design services.

§ 4.1.1.9 Landscape design - Architect shall retain a landscape architect to provide landscape design services. Irrigation system shall be specified by landscape architect.

§ 4.1.1.10 Architectural interior design - The Contract Documents shall include plans, elevations, sections, schedule s, details and specifications required to describe the interior construction work

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 – Architect shall retain a professional cost estimator to provide cost estimation at the end of the Schematic Design phase and at the 95% Progress Set.

§ 4.1.1.14 Conformed documents for construction – Architect shall provide a conformed set with addenda issued during bidding.

§ 4.1.1.20 Architect's coordination of the Owner's consultants – Architect shall coordinate the requirements of the Owner's alerting system vendor, telecommunications/data consultant, radio systems vendor and furniture vendor. This coordination is dependent on the Owner's consultants and vendor providing relevant information in a time and manner commensurate with the development of the construction documents. The Architect shall only coordinate the infrastructure requirements of the consultant/vendor's product or systems.

§ 4.1.1.29 Surveyor - Furnish survey to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.1.21 Telecommunications/data design – Owner's vendor shall provide data cabling and provide all associated equipment. Architect's scope shall include junction boxes and conduit to above ceiling with pull-string.

§ 4.1.1.28 Furniture, furnishings, and equipment design - Owner's vendors shall provide all furniture, furnishings, and equipment selection

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for more than two alternate bid or proposal requests proposed by the Owner;
- .7 Preparation of design and documentation for ICC-500 compliant shelter;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals, other than those of general contractors bidding on Instruments of Service;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

- .12 Work in or adjacent to an existing FEMA flood plain, design services necessary to establish a base flood elevation (BFE), flood plain permitting or flood plain mapping.
or,

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect 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 as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, 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.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Betterment. If a required item for the Project is omitted from the design documents prepared by the Architect, the Architect will not be responsible for paying the cost required to add such item, to the extent that such item or component would have been included or required in the original Contract documents for the Project, except to the extent there are additional costs associated with including the item and/or component at the later time. The Architect will not be responsible for any of the cost or expense related to upgrades or enhancements to the Project added at the Owner's discretion.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$239,210.00

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-one	percent (	21	%)
Design Development Phase	Not Included			%)
Construction Documents Phase	Fourty-two	percent (	42	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-nine	percent (	29	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

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User Notes:

(1110660151)

Consultant's hourly rates available on request

Employee or Category	Rate (\$0.00)
Managing Principal	\$225/Hour
Principal	\$175/Hour
Project Manager	\$155/Hour
Technical Staff II	\$120/Hour
Technical Staff I	\$105/Hour
Consultants	1.10 times the cost

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence. Costs for transportation, meals, and lodging associated with base fee architectural services are included within the base fee;
- .2 Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents for Owner or regulatory review. Printing for internal use shall be included within base fee ;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

8 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Option 2 – SKA-03 and SKA-04
Option 3 – SKA-05 and SKA-05

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal dated 11 October 2023

This Agreement entered into as of the day and year first written above.

Init.

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User Notes:

(1110660151)

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Benjamin Brandstetter, President

(Printed name, title, and license number, if required)

Init.

/

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:28:27 ET on 11/13/2023.

PAGE 1

AGREEMENT made as of the Twelfth day of November in the year 2023

...

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

...

Brandstetter Carroll, Inc.
2360 Chauvin Drive
Lexington, KY 40517
Telephone Number: (859) 268-1933

...

City of Shawnee Fire Station No. 3 Addition
500 E MacArthur Street
Shawnee, OK 74804

The project is a remodel of, and addition to, Fire Station No. 3. The approximately 1,525 square foot addition to the living quarters contains a bunk room with portioned for six beds, two shower rooms, and an open locker room. This allows the existing almost 2,000 square feet living quarters to be remodeled. In the apparatus bays, the project includes an approximately 1,865 square foot addition for support spaces and to elongate two bays.

PAGE 2

Remodel and provide addition to Fire Station No. 3 capable of:

- Sleeping five firefighters and one captain
- Increasing two bays to allow for stacking
- o Captain's suite preferred
- Storing two sets of PPE for 18 firefighters in a
- Housing existing air cascade in dedicated room
- dedicated room
- Providing a shop
- Providing a Reports/Watch room

...

- Address is 500 E. MacArthur Street
Shawnee, OK 74804
- Existing Fire Station No. 3 first floor is approximately 4,800 square feet

PAGE 3

- Project Cost is \$2,500,000
- Anticipated construction budget is approximately \$2,050,000

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User Notes:

...

To be determined

...

To be determined

...

To be determined

...

Lowest bid, best qualified

...

Tony Wittman
Fire Chief
16 West 9th Street
Shawnee, OK 74801-6812
Telephone Number: (405) 878-1556

...

Mobile Number: (405) 760-6837
Email Address: TWittmann@shawneeok.org
PAGE 4

To be determined

:

...

.2 Civil Engineer:

.3 Other, if any:

...

David M. Robinson
100 W Mulberry Street
Denton, TX 75007
Telephone Number: (940) 387-8182

...

Mobile Number: (214) 893-8380
Email Address: drobinson@bciaep.com

...

To be determined

...

To be determined

...

To be determined

...

- Civil Engineering Gose & Associates
 - Cost Estimation Pre-construction Services, Inc
- ...

Conceptual solutions, Option2 (SKA-03 and SKA-04) and Option 3 (SKA-05 and SKA-06) are representative of the final design solution.

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five hundred thousand Dollars and Zero Cents (\$ 500,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

PAGE 7

§ 3.3 Design Development Phase Services – NOT USED

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

PAGE 8

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

PAGE 11

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>

...

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

§ 4.1.1.1 Programming - The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 4.1.1.6 Refer attached AIA Document E203-2013

§ 4.1.1.8 Civil engineering – Architect shall retain a civil engineer to provide civil engineering design services.

§ 4.1.1.9 Landscape design - Architect shall retain a landscape architect to provide landscape design services. Irrigation system shall be specified by landscape architect.

§ 4.1.1.10 Architectural interior design - The Contract Documents shall include plans, elevations, sections, schedules, details and specifications required to describe the interior construction work

§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 – Architect shall retain a professional cost estimator to provide cost estimation at the end of the Schematic Design phase and at the 95% Progress Set.

§ 4.1.1.14 Conformed documents for construction – Architect shall provide a conformed set with addenda issued during bidding.

§ 4.1.1.20 Architect's coordination of the Owner's consultants – Architect shall coordinate the requirements of the Owner's alerting system vendor, telecommunications/data consultant, radio systems vendor and furniture vendor. This coordination is dependent on the Owner's consultants and vendor providing relevant information in a time and manner commensurate with the development of the construction documents. The Architect shall only coordinate the infrastructure requirements of the consultant/vendor's product or systems.

§ 4.1.1.29 Surveyor - Furnish survey to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

PAGE 13

§ 4.1.1.21 Telecommunications/data design – Owner's vendor shall provide data cabling and provide all associated equipment. Architect's scope shall include junction boxes and conduit to above ceiling with pull-string.

§ 4.1.1.28 Furniture, furnishings, and equipment design - Owner's vendors shall provide all furniture, furnishings, and equipment selection

...

- .6 Preparation of design and documentation for more than two alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; of design and documentation for ICC-500 compliant shelter;

...

- .9 Evaluation of the qualifications of entities providing bids or proposals; proposals, other than those of general contractors bidding on Instruments of Service;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

- .12 Work in or adjacent to an existing FEMA flood plain, design services necessary to establish a base flood elevation (BFE), flood plain permitting or flood plain mapping.
- or,

PAGE 14

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

Not Applicable

...

Not Applicable

PAGE 20

§ 10.10 Betterment. If a required item for the Project is omitted from the design documents prepared by the Architect, the Architect will not be responsible for paying the cost required to add such item, to the extent that such item or component would have been included or required in the original Contract documents for the Project, except to the extent there are additional costs associated with including the item and/or component at the later time. The Architect will not be responsible for any of the cost or expense related to upgrades or enhancements to the Project added at the Owner's discretion.

PAGE 21

\$239,210.00

- .2 — Percentage Basis
— *(Insert percentage value)*

_____ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. **§ 11.2**
For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

.3 — Other

_____ *(Describe the method of compensation)(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

...

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

...

Schematic Design Phase	<u>Twenty-one</u>	percent (	<u>21</u>	%)
Design Development Phase	<u>Not Included</u>	percent (		%)
Construction Documents Phase	<u>Fourty-two</u>	percent (	<u>42</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-nine</u>	percent (	<u>29</u>	%)

PAGE 22

Consultant's hourly rates available on request

...

<u>Managing Principal</u>	<u>\$225/Hour</u>
<u>Principal</u>	<u>\$175/Hour</u>
<u>Project Manager</u>	<u>\$155/Hour</u>
<u>Technical Staff II</u>	<u>\$120/Hour</u>
<u>Technical Staff I</u>	<u>\$105/Hour</u>
<u>Consultants</u>	<u>1.10 times the cost</u>

...

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~ Authorized out-of-town travel and subsistence. Costs for transportation, meals, and lodging associated with base fee architectural services are included within the base fee;
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ...
- ~~.4~~ Printing, reproductions, plots, and standard form documents; documents for Owner or regulatory review. Printing for internal use shall be included within base fee ;

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

8 % per annum

...

Option 2 – SKA-03 and SKA-04
Option 3 – SKA-05 and SKA-05

...

Proposal dated 11 October 2023

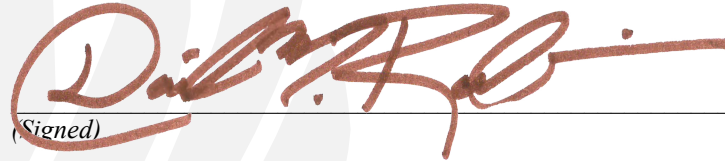
PAGE 24

Benjamin Brandstetter, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:27 ET on 11/13/2023 under Order No. 4104240703 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal
(Title)

12 November 2023
(Dated)



AIA® Document E203® – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Twelfth day of November in the year 2023 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

City of Shawnee Fire Station No. 3
500 E MacArthur Street, OK 74804

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect's pre-construction submittals	Applicable	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	Applicable	
Notices and claims	Applicable	
Building Information Modeling	Applicable	
CAD	Applicable	
Cost Estimation	Applicable	
Reports	Applicable	
Survey	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Refer Exhibit A

Init.

/

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☒ [X] The Parties intend to use a centralized electronic document management system on the Project.

☐ [] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- [] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- [X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
• Architectural elements	Brandstetter Carroll, Inc.
• Structural elements	To be determined
• Mechanical elements	To be determined
• Electrical elements	To be determined
• Plumbing elements	To be determined

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

- The model is primarily used for the creation of construction documents to fulfill obligations in underlying Agreements. The Level of Development (LOD) of each element of model shall be commensurate with this obligation.
- In construction the model shall be shared with the Contractor solely for the execution of the Work.
 - Electronic data releases will be required from the Contractor prior to the sharing of the model.
 - It is not anticipated that the model will be used for:
 - Fabrication
 - Construction sequencing

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

- Model will be used for progress walk-throughs and renderings.
- Any photorealistic renderings will be created by a third-party consultant.

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;

- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

Init.

/

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User Notes:

(1263626057)

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

- Architect will store model on cloud-based server

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			

Init.

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User Notes:

(1263626057)

§ 4.9.6	Maintenance Management			

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Additions and Deletions Report for AIA® Document E203® – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:13:11 ET on 11/13/2023.

PAGE 1

This Exhibit dated the Twelfth day of November in the year 2023 is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

City of Shawnee Fire Station No. 3
500 E MacArthur Street, OK 74804

PAGE 3

Project Agreements and Modifications	<u>Applicable</u>	
Project communications	<u>Applicable</u>	
Architect's pre-construction submittals	<u>Applicable</u>	
Contract Documents	<u>Applicable</u>	
Contractor's submittals	<u>Applicable</u>	
Subcontractor's submittals	<u>Applicable</u>	
Modifications	<u>Applicable</u>	
Project payment documents	<u>Applicable</u>	
Notices and claims	<u>Applicable</u>	
Building Information Modeling	<u>Applicable</u>	
<u>CAD</u>	<u>Applicable</u>	
<u>Cost Estimation</u>	<u>Applicable</u>	
<u>Reports</u>	<u>Applicable</u>	
<u>Survey</u>	<u>Applicable</u>	

...

Refer Exhibit A

PAGE 4

[☒] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

[☒] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

- Architectural elements
- Structural elements
- Mechanical elements
- Electrical elements

Brandstetter Carroll, Inc.
To be determined
To be determined
To be determined

- Plumbing elements

To be determined

...

- The model is primarily used for the creation of construction documents to fulfill obligations in underlying Agreements. The Level of Development (LOD) of each element of model shall be commensurate with this obligation.
- In construction the model shall be shared with the Contractor solely for the execution of the Work.
 - Electronic data releases will be required from the Contractor prior to the sharing of the model.
 - It is not anticipated that the model will be used for:
 - Fabrication
 - Construction sequencing

...

- Model will be used for progress walk-throughs and renderings.
- Any photorealistic renderings will be created by a third-party consultant.

PAGE 7

- Architect will store model on cloud-based server

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:13:11 ET on 11/13/2023 under Order No. 4104240703 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal
(Title)

12 November 2023
(Dated)

Brandstetter Carroll, Inc.

100 West Mulberry
Denton, Texas 76201
940.387.8182 voice
940.382.0262 fax

MEMORANDUM

To	With
From	Date
David M. Robinson	12 November 2023
Project	Subject
City of Shawnee Fire Station No. 3	Exhibit A – of E203 - 2013
Page	Distribution
1 of 1	

Memorandum/Discussions

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Anticipated Digital Data	Detailed Description
Project Agreements and Modifications	• Contracts between Architect and Consultants
Project communications	• Electronic mail • Letters • Field Reports • Memorandum • Meeting Minutes • All correspondence
Contract Documents	• From AIA 201, “The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.” • Included are Drawings, Specifications, and Addenda,
Contractor’s submittals	• Shall be in PDF format as much as possible.
Subcontractor’s submittals	• Shall be in PDF format as much as possible.
Modifications	• Includes changes to Contract Documents
Project payment documents	• Shall be in PDF format as much as possible. • Shall be transmitted via electronic mail.
Notices and Claims	• Shall be sent via certified mail.
Building Information Modeling	• Revit models of building including the following disciplines: ○ Architectural ○ Mechanical ○ Plumbing ○ Structural ○ Electrical
CAD	• DWG file for the following disciplines: ○ Civil ○ Survey
Cost Estimation	• Cost estimate



AIA[®] Document G201[™] – 2013

Project Digital Data Protocol Form

PROJECT: *(Name and address)*

City of Shawnee Fire Station No. 03

500 E MacArthur Street, Shawnee, OK 74804

PROTOCOL VERSION NUMBER: 001**DATE:** 12 November 2023**PREPARED BY:** David M. Robinson**DISTRIBUTION TO:** *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.2, or reference Section 1.2, along with any additional recipients.)*

TABLE OF ARTICLES

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| 3 | TRANSMISSION AND USE OF DIGITAL DATA |

ARTICLE 1 GENERAL PROVISIONS REGARDING USE OF DIGITAL DATA

§ 1.1 List each Project Participant that has incorporated AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated 22 May 2023 , into its agreement for the Project:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their Agreement for the Project.

Project Participant	Discipline
City of Shawnee	Owner
To Be Determined	General Contractor
Brandstetter Carroll, Inc.	Architect
Gose & Associates	Civil Engineer
To Be Determined	Structural Engineer
To Be Determined	M/E/P Engineers
Under Gose & Associates To Be Determined	Land Surveyor
	Geotechnical Engineering

§ 1.2 Project Participants. For each Project Participant listed in Section 1.1, identify and provide contact information for the individuals responsible for implementation of the Digital Data protocols.

Project Participant	Individual Responsible	Contact Information
A – Architect	David M. Robison	drobinson@bciaep.com ; 214.893.8380
CV – Civil Engineer	Stephen Gose	Stephen@gose-associates.com ;405.743.4907
S – Structural Engineer	To Be Determined To	To Be Determined
MEP - M/E/P Engineers	Be Determined To Be	To Be Determined
GE - Geotechnical Engineering	Determined	To Be Determined

§ 1.3 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 DIGITAL DATA MANAGEMENT PROTOCOLS

§ 2.1.1 Electronic Document Management System. If, pursuant to Section 3.5.1 of the Project specific version of AIA Document E203–2013, the Project Participants indicated an intent to use a centralized electronic document management system on the Project, the requirements for the centralized electronic document management system are as follows:

(The requirements for the system shall address, among other things, access to and security of Digital Data.)

§ 2.1.2 System Startup Requirements. Initial training and other startup requirements to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any initial training or other startup requirements.)

§ 2.1.3 Ongoing System Requirements. Ongoing training or support programs to be implemented with respect to the use or management of Digital Data, if any, are as follows:

(Describe in detail any ongoing training or support programs to be implemented.)

§ 2.2 Digital Data Storage Requirements. The procedures and requirements for storing Digital Data during the course of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for storing Digital Data during the course of the Project.)

§ 2.3 Digital Data Archiving Requirements. The procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion of the Project, if any, are as follows:

(Describe in detail the procedures and requirements for archiving and preserving Digital Data during the course of the Project and following final completion.)

§ 2.4 Other Digital Data Management protocol requirements, if any, are as follows:

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User Notes:

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(Describe in detail any other requirements.)

ARTICLE 3 TRANSMISSION AND USE OF DIGITAL DATA

§ 3.1 Digital Data Protocol Table. The Project Participants shall comply with the data formats, transmission methods and Authorized Uses set forth in the Digital Data Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Digital Data Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Digital Data Protocol Table Definitions and Notes to define abbreviations placed, and to record notes indicated, in the Digital Data Protocol Table.)

Digital Data	Digital Data Format	Transmission Method	Authorized Uses	Note Number (See Sec. 3.2)
§ 3.1.1 Project Agreements and Modifications	.pdf	EM	S	1
§ 3.1.2 Project communications				
General communications	EM	EM	M, R	
Meeting notices	EM	EM	M, R	
Agendas	.pdf	EM	M, R	
Minutes				
Draft for review	.doc	EM	M	
Final	.pdf	EM	S, R	
Requests for information	TBD			
Architect's Supplemental Instructions	.pdf	EM, DB	S, R	
§ 3.1.3 Architect's pre-construction submittals				
Schematic Design Documents	.pdf, .dwg, .rvt	EM, DB	M, R	
Design Development Documents	.pdf, .dwg, .rvt	EM, DB	M, R	
Construction Documents	.pdf, .dwg, .rvt	EM, DB	M, R	
§ 3.1.4 Contract Documents				
Architect's Drawings	.pdf, .dwg, .rvt	EM, DB, BCP	M, R	
Architect's Specifications	.pdf	EM, DB	R	
§ 3.1.5 Contractor's submittals				
Product data	.pdf	TBD		
Submitted by Contractor	.pdf	TBD	M, R	
Returned by Architect	.pdf	TBD	I, M, R	
Shop drawings				
Submitted by Contractor	.pdf	TBD	M, R	
Returned by Architect	.pdf	TBD	I, M, R	
§ 3.1.6 Subcontractor's submittals				
Product data	.pdf	TBD		
Submitted by Subcontractor	.pdf	TBD		
Returned by Contractor	.pdf	TBD		
Shop drawings				
Submitted by Subcontractor	.pdf	TBD	M, R	
Returned by Contractor	.pdf	TBD	I, M, R	
§ 3.1.7 Modifications				
Requests for proposal	.pdf	EM, DB	S, R	
Architect's order for a minor change in the Work	.pdf	EM, DB	S, R	
Proposals	.pdf	EM, DB	S, R	
Construction Change Directives	.pdf	EM, DB	S, R	
Change Orders	.pdf	EM, DB	S, R	

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User Notes:

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§ 3.1.8	Project payment documents				
	Draft project payment documents	pdf	EM	M, R	
	Final project payment documents	.pdf	EM	R	
§ 3.1.9	Notices and Claims	.pdf	HC	RI	
§ 3.1.10	Closeout documents				
	Record documents	.pdf, .dwg, .rvt	TBD	R	
	Operations and Maintenance Manual	.pdf	TBD	S	

§ 3.2 Digital Data Protocol Table Definitions and Notes

Digital Data Format:

(Provide required data format, including software version, if applicable.)

Digital Data Format	Definition
.doc	Microsoft Word 2016 or more recent
.pdf	Portable Document File
.dwg	AutoCAD Drawing File
.rvt	Revit Project File, version 2024
.xls	Microsoft Excel 2016 or more recent

Transmission Method:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
CD	Delivered via Compact Disk
EM	Via e-mail
DMS	Centralized Electronic Document Management System
BCP	BIM Collaborative Pro
DB	Dropbox
HC	Hard copy sent via USPS or other delivery service.

Authorized Uses of Digital Data:

(Below are suggested abbreviations and definitions. Delete, modify or supplement, as necessary.)

Abbreviation	Definition
I	Integrate (incorporate additional digital data without modifying data received)
M	Modify as required to fulfill obligations for the Project
R	Reproduce and distribute
S	Store and view only
RI	For review and information

Notes:

(List by number shown on table.)

1. Contract and contract modifications between Owner and Architect.

Additions and Deletions Report for AIA® Document G201™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 00:15:18 ET on 11/13/2023.

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City of Shawnee Fire Station No. 03

500 E MacArthur Street, Shawnee, OK 74804

PROTOCOL VERSION NUMBER: 001

DATE: 12 November 2023

PREPARED BY: David M. Robinson

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§ 1.1 List each Project Participant that has incorporated AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated 22 May 2023, into its agreement for the Project:

PAGE 2

<u>City of Shawnee</u> <u>To Be Determined</u> <u>Brandstetter Carroll, Inc.</u> <u>Gose & Associates</u> <u>To Be Determined</u> <u>To Be Determined</u> <u>Under Gose & Associates To Be</u> <u>Determined</u>	<u>Owner</u> <u>General Contractor</u> <u>Architect</u> <u>Civil Engineer</u> <u>Structural Engineer</u> <u>M/E/P Engineers</u> <u>Land Surveyor</u> <u>Geotechnical Engineering</u>
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...

<u>A – Architect</u> <u>CV – Civil Engineer</u> <u>S – Structural Engineer</u> <u>MEP - M/E/P Engineers</u> <u>GE - Geotechnical Engineering</u>	<u>David M. Robison</u> <u>Stephen Gose</u> <u>To Be Determined To</u> <u>Be Determined To Be</u> <u>Determined</u>	<u>drobinson@bciaep.com; 214.893.8380</u> <u>Stephen@gose-associates.com ;405.743.4907</u> <u>To Be Determined</u> <u>To Be Determined</u> <u>To Be Determined</u>
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§ 3.1.1 Project Agreements and Modifications	<u>.pdf</u>	<u>EM</u>	<u>S</u>	<u>1</u>
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<u>General communications</u>	<u>EM</u>	<u>EM</u>	<u>M, R</u>	
<u>Meeting notices</u>	<u>EM</u>	<u>EM</u>	<u>M, R</u>	
<u>Agendas</u>	<u>.pdf</u>	<u>EM</u>	<u>M, R</u>	

...

Draft for review	.doc	EM	M	
Final	.pdf	EM	S, R	
Requests for information	TBD			
Architect's Supplemental Instructions	.pdf	EM, DB	S, R	

...

Schematic Design Documents	.pdf, .dwg, .rvt	EM, DB	M, R	
Design Development Documents	.pdf, .dwg, .rvt	EM, DB	M, R	
Construction Documents	.pdf, .dwg, .rvt	EM, DB	M, R	

...

Architect's Drawings	.pdf, .dwg, .rvt	EM, DB, BCP	M, R	
Architect's Specifications	.pdf	EM, DB	R	

...

Product data	.pdf	TBD		
Submitted by Contractor	.pdf	TBD	M, R	
Returned by Architect	.pdf	TBD	I, M, R	

...

Submitted by Contractor	.pdf	TBD	M, R	
Returned by Architect	.pdf	TBD	I, M, R	

...

Product data	.pdf	TBD		
Submitted by Subcontractor	.pdf	TBD		
Returned by Contractor	.pdf	TBD		

...

Submitted by Subcontractor	.pdf	TBD	M, R	
Returned by Contractor	.pdf	TBD	I, M, R	

...

Requests for proposal	.pdf	EM, DB	S, R	
Architect's order for a minor change in the Work	.pdf	EM, DB	S, R	
Proposals	.pdf	EM, DB	S, R	
Construction Change Directives	.pdf	EM, DB	S, R	
Change Orders	.pdf	EM, DB	S, R	

PAGE 4

Draft project payment documents	pdf	EM	M, R	
Final project payment documents	.pdf	EM	R	
§ 3.1.9 Notices and Claims	.pdf	HC	RI	

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Record documents	.pdf, .dwg, .rvt	TBD	R	
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Operations and Maintenance Manual	<u>.pdf</u>	<u>TBD</u>	<u>S</u>	
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...

.doc

Microsoft Word 2016 or more recent

.pdf

Portable Document File

.dwg

AutoCAD Drawing File

.rvt

Revit Project File, version 2024

.xls

Microsoft Excel 2016 or more recent

...

BCP

BIM Collaborative Pro

DB

Dropbox

HC

Hard copy sent via USPS or other delivery service.

...

RI

For review and information

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Contract and contract modifications between Owner and Architect.2.



AIA[®] Document G202[™] – 2013

Project Building Information Modeling Protocol Form

PROJECT: *(Name and address)*

City of Shawnee Fire Station No. 03
500 E MacArthur Street, Shawnee, OK 74804

PROTOCOL VERSION NUMBER: 01**DATE:** 12 November 2023**PREPARED BY:** David M. Robinson**DISTRIBUTION TO:** *(List each individual to whom this protocol is distributed. Include individuals listed in Section 1.1, or reference Section 1.1, along with any additional recipients.)*

TABLE OF ARTICLES

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| 1 | GENERAL PROVISIONS |
| 2 | LEVEL OF DEVELOPMENT |
| 3 | MODEL ELEMENTS |

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated 22 May 2023, into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a Project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201[™]–2013, Project Digital Data Protocol Form.

Modeling Role	Project Participant	Individual Responsible	Contact Information
Architectural Model	Brandstetter Carroll	Amin Banihashemi	ABanihashemi@bciaep.com , 940.387.8182
Structural Model	To Be Determined	To Be Determined	To Be Determined
Mechanical Model	To Be Determined	To Be Determined	To Be Determined
Plumbing Model	To Be Determined	To Be Determined	To Be Determined
Electrical Model	To Be Determined	To Be Determined	To Be Determined

§ 1.2 This document establishes the Modeling protocols for the Project. For purposes of these protocols, the Model is comprised of the following information and other data sets:

(Indicate disciplines, separate models, and other data that will be included within the Model and governed by the Modeling protocols.)

- Architectural Models
- MEP Engineering Models
- Structural Engineering Models
- Specifications

§ 1.3 **Collaboration Protocols.** The Project Participants' protocols for the collaborative utilization of the Model, if any, including communications protocols, a collaboration meeting schedule and colocation requirements, are as follows:

§ 1.4 **Technical Requirements.** The technical requirements relating to the utilization of Building Information Modeling, including specific software and hardware requirements are as follows:

- Revit 2024

§ 1.5 **Training and Support.** The parameters for any training or support program(s) that will be implemented with respect to any collaboration strategy or technical requirements are set forth below:

§ 1.6 **Model Standard.** The Model shall be developed in accordance with the following Model Standard, if any:

§ 1.7 Model Management Protocols and Processes

The following Model Management Protocols and Processes shall apply to the Project only if specifically designated in the table below as being applicable.

(Designate the Model Management Protocols and Processes applicable to the Project in the second column of the table below. In the third column, indicate whether the detailed description of the Model Management Protocol or Process is located in Section 1.8 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Model Management Protocols and Processes	Applicability to Project (Applicable or Not Applicable)	Location of Detailed Description (Section 1.8 below or in an attachment to this exhibit identified below)
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units	Applicable	
§ 1.7.2 Model file storage location(s)	Applicable	
§ 1.7.3 Processes for transferring and accessing Model files	Applicable	
§ 1.7.4 Naming conventions	Applicable	
§ 1.7.5 Processes for aggregating Model files from varying software platforms	Applicable	
§ 1.7.6 Model access rights	Applicable	

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User Notes:

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Model Management Protocols and Processes		Applicability to Project <i>(Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 1.8 below or in an attachment to this exhibit identified below)</i>
§ 1.7.7	Design coordination and clash detection procedures.	Applicable	
§ 1.7.8	Model security requirements	Not Applicable	

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

Refer the attached Exhibit A

§ 1.9 Terms in this document shall have the same meaning as those in AIA Document E203–2013.

ARTICLE 2 LEVEL OF DEVELOPMENT

§ 2.1 The Level of Development (LOD) descriptions, included in Section 2.2 through Section 2.6 below, identify the specific minimum content requirements and associated Authorized Uses for each Model Element at five progressively detailed levels of completeness. The Parties shall utilize the five LOD descriptions in completing the Model Element Table at Section 3.3.

§ 2.2 LOD 100

§ 2.2.1 Model Element Content Requirements. The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e., cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

§ 2.2.2 Authorized Uses

§ 2.2.2.1 Analysis. The Model Element may be analyzed based on volume, area and orientation by application of generalized performance criteria assigned to other Model Elements.

§ 2.2.2.2 Cost Estimating. The Model Element may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, condominium unit, hospital bed, etc.).

§ 2.2.2.3 Schedule. The Model Element may be used for Project phasing and determination of overall Project duration.

§ 2.2.2.4 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 100, if any, are as follows:

§ 2.3 LOD 200

§ 2.3.1 Model Element Content Requirements. The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.3.2 Authorized Uses

§ 2.3.2.1 Analysis. The Model Element may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.

§ 2.3.2.2 Cost Estimating. The Model Element may be used to develop cost estimates based on the approximate data provided and quantitative estimating techniques (e.g., volume and quantity of elements or type of system selected).

(Paragraph deleted)

§ 2.3.2.4 Coordination. The Model Element may be used for general coordination with other Model Elements in terms of its size, location and clearance to other Model Elements.

§ 2.3.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 200, if any, are as follows:

§ 2.4 LOD 300

§ 2.4.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

§ 2.4.2 Authorized Uses

§ 2.4.2.1 **Analysis.** The Model Element may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Element.

(Paragraphs deleted)

§ 2.4.2.4 **Coordination.** The Model Element may be used for specific coordination with other Model Elements in terms of its size, location and clearance to other Model Elements including general operation issues.

§ 2.4.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 300, if any, are as follows:

§ 2.5 LOD 350

§ 2.5.2.1 **Analysis.** The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.5.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, orientation, and interfaces with other building systems. This level includes model detail and element that represent how building elements interface with various systems and other building elements with graphics and written definitions. Non-graphic information may also be attached to the Model Element.

§ 2.5.2 Authorized Uses

(Paragraphs deleted)

§ 2.5.2.4 **Coordination.** The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

(Paragraphs deleted)

§ 2.6 LOD 400

§ 2.6.1 **Model Element Content Requirements.** The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

§ 2.6.2 Authorized Uses

§ 2.6.2.1 **Analysis.** The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.6.2.4 **Coordination.** The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.6.2.5 **Other Authorized Uses.** Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.7 LOD 500

§ 2.7.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.7.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

ARTICLE 3 MODEL ELEMENTS

§ 3.1 Reliance on Model Elements

§ 3.1.1 At any particular Project milestone, a Project Participant may rely on the accuracy and completeness of a Model Element only to the extent consistent with the minimum data required for the Model Element's LOD for that Project milestone as identified below in the Model Element Table, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 3.1.2 Coordination and Model Refinement

Where conflicts are found in the Model, regardless of the phase of the Project or LOD, the Project Participant that identifies the conflict shall promptly notify the Model Element Authors and the Project Participant identified in AIA Document E203–2013 Section 4.8 as being responsible for Model management. Upon such notification, the Model Element Author(s) shall act promptly to evaluate, mitigate and resolve the conflict in accordance with the processes established in Section 1.7.7, if applicable.

§ 3.2 Table Instructions

§ 3.2.1 The Model Element Table in Section 3.3 indicates the LOD to which each Model Element shall be developed at each identified Project milestone and the Model Element Author.

§ 3.2.2 Abbreviations for each Model Element Author to be used in the Model Element Table are as follows:
(Provide abbreviations, such as "A—Architect," or "C—Contractor.")

Abbreviation	Model Element Author (MEA)
A	Architect
E	Electrical Engineer
M	Mechanical Engineer
NM	Not Modelled
P	Plumbing Engineer
S	Structural Engineer

§ 3.3 Model Element Table <i>Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.</i> <i>Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."</i> <i>NOTE: LODs must be adapted for the unique characteristics of each Project.</i>																		
Schematic Design			Design Development			Milestone Added If Needed			-75% Checkset			-Final Checkset			Milestone Added If Needed			Notes (See Sec 3.4)
LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
Model Elements Utilizing CSI UniFormat™																		
A SUBSTRUCTURE																		
A10 FOUNDATIONS																		
A1010 Standard Foundations																		
A1010.10	Wall Foundations	100	A	2	300	S	2		300	S	2	350	S	2				8
A1010.30	Column Foundations	100	A	2	300	S	2		300	S	2	350	S	2				8
A1010.90	Standard Foundation Supplementary Components	NM			NM				NM			NM						
A1020 Special Foundations																		
A1020.15	Bored Piles	NM			300	S			300	S		350	S					8

§ 3.3 Model Element Table																		
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.																		
Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."																		
NOTE: LODs must be adapted for the unique characteristics of each Project.																		
Model Elements Utilizing CSI UniFormat™																		
Schematic Design			Design Development			Milestone Added If Needed			-75% Checkset			-Final Checkset			Milestone Added If Needed			Notes (See Sec 3.4)
LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	LOD	MEA	Notes	
A1020.70	Pile Caps	NM				300	S					300	S		300	S		8
A1020.80	Grade Beams	NM				300	S	2				300	S	2	350	S	2	8
A20 SUBGRADE ENCLOSURES																		
A40 SLABS-ON-GRADE																		
A4010	Standard Slabs-on-Grade	200	A	2		300	S	2				300	S	2	350	S	2	8
A4090 Slab-On-Grade Supplementary Components																		
A4090.20	Vapor Retarder	NM					NM						NM			NM		
A4090.30	Waterproofing	NM					NM	4					NM			NM		
(Row deleted)																		

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B2010.20	Exterior Wall Construction			5		5					5	350		5				
B2010.30	Exterior Wall Interior Skin			5		5					5	350		5				
<i>(Row deleted)</i>																		
B2010.50	Parapets	300	A	2	300	A	2				300	A	2	350	A	2		
B2010.60	Equipment Screens	100	A	2	300	A	2				300	A	2	350	A	2		
B2010.80	Exterior Wall Supplementary Components	100	A	2	300	A	2				300	A	2	350	A	2		
B2010.90	Exterior Wall Opening Supplementary Components	100	A	2	300	A	2				300	A	2	350	A	2		
B2020	Exterior Windows																	
B2020.10	Exterior Operating Windows	200	A	3	300	A	3				300	A	3	350	A	3		
B2020.20	Exterior Fixed Windows	200	A	3	300	A	3				300	A	3	350	A	3		
B2020.30	Exterior Window Wall	200	A	3	300	A	3				300	A	3	350	A	3		
B2020.50	Exterior Special Function Windows	200	A	3	300	A	3				300	A	3	350	A	3		
B2050	Exterior Doors and Grilles																	
B2050.10	Exterior Entrance Doors	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.20	Exterior Utility Doors	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.30	Exterior Oversize Doors	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.40	Exterior Special Function Doors	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.60	Exterior Grilles	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.70	Exterior Gates	200	A	3	300	A	3				300	A	3	350	A	3		
B2050.90	Exterior Door Supplementary Components	200	A	3	300	A	3				300	A	3	350	A	3		
B2070	Exterior Louvers and Vents																	
B2070.10	Exterior Louvers	NM			300	M	2				300	A	2	350	A	2		
B2070.50	Exterior Vents	NM			300	M	2				300	A	2	350	A	2		
B2080	Exterior Wall Appurtenances																	
B2080.10	Exterior Fixed Grilles and Screens	100	A		300	A					300	A		350	A			
B2080.30	Exterior Opening Protection Devices	100	A		300	A					300	A		350	A			
B2080.50	Exterior Balcony Walls and Railings	100	A		300	A					300	A		350	A			
B2080.70	Exterior Fabrications	100	A		300	A					300	A		350	A			
B2080.80	Bird Control Devices	100	A		300	A					300	A		350	A			
B2090	Exterior Wall Specialties	100	A		300	A					300	A		350	A			
B30	EXTERIOR HORIZONTAL ENCLOSURES																	
B3010	Roofing																	
B3010.10	Steep Slope Roofing	100	A		300	A					300	A		350	A			
B3010.50	Low-Slope Roofing	100	A		300	A					300	A		350	A			
B3010.70	Canopy Roofing	100	A		300	A					300	A		350	A			

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User Notes: (925975118)

B3010.90	Roofing Supplementary Components	100	A		300	A			300	A		350	A				
B3020	Roof Appurtenances																
B3020.10	Roof Accessories	NM			300	A			300	A		350	A				
B3020.30	Roof Specialties	NM			300	A			300	A		350	A				
B3020.70	Rainwater Management	NM			300	A			300	A		350	A				
<i>(Row deleted)</i>																	
<i>(Row deleted)</i>																	
B3060	Horizontal Openings																
B3060.10	Roof Windows and Skylights	100	A	2	300	A	2		300	A	2	350	A	2			
B3060.50	Vents and Hatches	100	A	2	300	A	2		300	A	2	350	A	2			
B3060.90	Horizontal Opening Supplementary Components	NM			300	A			300	A		350	A				
B3080	Overhead Exterior Enclosures																
B3080.10	Exterior Ceilings	100	A		300	A			300	A		350	A				
B3080.20	Exterior Soffits	100	A		300	A			300	A		350	A				
B3080.30	Exterior Bulkheads	100	A		300	A			300	A		350	A				
C INTERIORS																	
C10 INTERIOR CONSTRUCTION																	
C1010	Interior Partitions																
C1010.10	Interior Fixed Partitions	100	A		300	A			300	A		350	A				
C1010.20	Interior Glazed Partitions	100	A		300	A			300	A		350	A				
<i>(Row deleted)</i>																	
C1010.70	Interior Screens	100	A		300	A			300	A		350	A				
C1010.90	Interior Partition Supplementary Components	100	A		300	A			300	A		350	A				
C1020	Interior Windows																
C1020.10	Interior Operating Windows	100	A		300	A			300	A		350	A				
C1020.20	Interior Fixed Windows	100	A		300	A			300	A		350	A				
C1020.50	Interior Special Function Windows	100	A		300	A			300	A		350	A				
C1020.90	Interior Window Supplementary Components	100	A		300	A			300	A		350	A				
C1030	Interior Doors																

C1030.10	Interior Swinging Doors	100	A		300	A				300	A		350	A				
C1030.20	Interior Entrance Doors	100	A		300	A				300	A		350	A				
C1030.25	Interior Sliding Doors	100	A		300	A				300	A		350	A				
C1030.30	Interior Folding Doors	100	A		300	A				300	A		350	A				
C1030.40	Interior Coiling Doors	100	A		300	A				300	A		350	A				
C1030.50	Interior Panel Doors	100	A		300	A				300	A		350	A				
C1030.70	Interior Special Function Doors	100	A		300	A				300	A		350	A				
C1030.80	Interior Access Doors and Panels	100	A		300	A				300	A		350	A				
C1030.90	Interior Door Supplementary Components	100	A		300	A				300	A		350	A				
C1040	Interior Grilles and Gates																	
C1040.10	Interior Grilles	100	A		300	A				300	A		350	A				
C1040.50	Interior Gates	100	A		300	A				300	A		350	A				
C1060	Raised Floor Construction																	
C1060.10	Access Flooring	100	A		300	A				300	A		350	A				
C1060.30	Platform/Stage Floors	100	A		300	A				300	A		350	A				
C1070	Suspended Ceiling Construction																	
C1070.10	Acoustical Suspended Ceilings	100	A		300	A				300	A		350	A				
C1070.20	Suspended Plaster and Gypsum Board Ceilings	100	A		300	A				300	A		350	A				
C1070.90	Ceiling Suspension Components	NM			NM					NM			NM					
C1090	Interior Specialties																	
C1090.10	Interior Railings and Handrails	NM			300	A				300	A		350	A				
C1090.15	Interior Louvers	NM			300	A				300	A		350	A				
C1090.20	Information Specialties	NM			300	A				300	A			A				
													350					
C1090.30	Service Walls	NM			300	A				300	A		350	A				
C1090.35	Wall and Door Protection	NM			300	A				300	A		350	A				
C1090.40	Toilet, Bath, and Laundry Accessories	NM			300	A				300	A		350	A				

(Rows deleted)

C1090.60	Safety Specialties	NM			300	A				300	A		350	A				
C1090.70	Storage Specialties	NM			300	A				300	A		350	A				
C1090.90	Other Interior Specialties	NM			300	A				300	A		350	A				
C20	INTERIOR FINISHES																	

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C2010	Wall Finishes																	
	C2010.10	Tile Wall Finish	100	A		300	A				300	A		300	A			
	C2010.20	Wall Paneling	100	A		300	A				300	A		300	A			
	C2010.30	Wall Coverings		NM	6		NM	6				NM	6		NM	6		
	C2010.35	Wall Carpeting	100	A		300	A				300	A		300	A			
	C2010.50	Stone Facing	100	A		300	A				300	A		300	A			
	C2010.60	Special Wall Surfacing	100	A		300	A				300	A		300	A			
	C2010.70	Wall Painting and Coating		NM	6		NM	6				NM	6		NM	6		
	C2010.80	Acoustical Wall Treatment	100	A		300	NM				300	A		300	A			
	C2010.90	Wall Finish Supplementary Components	NM			NM					NM			NM				
C2020	Interior Fabrications		100	A		300	A				300	A		300	A			
C2030	Flooring																	
	C2030.10	Flooring Treatment	NM			NM					NM			NM				
	C2030.20	Tile Flooring	100	A		300	A				300	A		300	A			
	C2030.30	Specialty Flooring	100	A		300	A				300	A		300	A			
	C2030.45	Wood Flooring	100	A		300	A				300	A		300	A			
	C2030.50	Resilient Flooring	100	A		300	A				300	A		300	A			

(Rows deleted)

	C2030.70	Fluid-Applied Flooring	NM		6		NM	6				NM	6		NM	6		
	C2030.75	Carpeting	100	A		300	A				300	A		300	A			
	C2030.80	Athletic Flooring	100	A		300	A				300	A		300	A			
	C2030.85	Entrance Flooring	100	A		300	A				300	A		300	A			
	C2030.90	Flooring Supplementary Components	100	A		300	A				300	A		300	A			

(Rows deleted)

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C2050	Ceiling Finishes																	
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User Notes:

D2010.10	Facility Potable-Water Storage Tanks	NM	P		300	P				300	A		300	A				
D2010.20	Domestic Water Equipment	NM	P		300	P				300	A		300	A				
D2010.40	Domestic Water Piping	NM			300	P				300	P		300	P				
D2010.60	Plumbing Fixtures	100	A		300	A				300	A		300	A				
D2010.90	Domestic Water Distribution Supplementary Components	NM			300	P				300	A		300	A				
D2020	Sanitary Drainage																	
D2020.10	Sanitary Sewerage Equipment	NM			NM					NM			NM					
D2020.30	Sanitary Sewerage Piping	NM			NM					NM			NM					
D2020.90	Sanitary Drainage Supplementary Components	NM			NM					NM			NM					
D2030	Building Support Plumbing Systems																	
D2030.10	Stormwater Drainage Equipment	NM			NM					NM			NM					
D2030.20	Stormwater Drainage Piping	NM			NM					NM			NM					
D2030.30	Facility Stormwater Drains	NM			NM					NM			NM					
D2030.60	Gray Water Systems	NM			NM					NM			NM					
D2030.90	Building Support Plumbing System Supplementary Components	NM			NM					NM			NM					
D2050	General Service Compressed-Air	NM			300	P	2			300	A	2	300	A	2			
D2060	Process Support Plumbing Systems																	
D2060.10	Compressed-Air Systems	NM			300	P	2			300	P	2	300	P	2			
		NM			300	P	2			300	P	2	300	P	2			
D2060.30	Gas Systems	NM			300	P	2			300	P	2	300	P	2			
		NM			300	P	2			300	P	2	300	P	2			
		NM			300	P	2			300	P	2	300	P	2			
		NM			300	P	2			300	P	2	300	P	2			
D30	HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)																	
D3010	Facility Fuel Systems																	
		NM			300	P	2			300	A	2	300	A	2			
D3020	Heating Systems																	
D3020.10	Heat Generation	M	100		300	M	2			300	A	2	300	A	2			
D3020.30	Thermal Heat Storage	M	100		300	M	2			300	A	2	300	A	2			
D3020.70	Decentralized Heating Equipment	M	100		300	M	2			300	A	2	300	A	2			
D3020.90	Heating System Supplementary Components	NM	100		300	M	2			300	A	2	300	A	2			
D3030	Cooling Systems																	
D3030.10	Central Cooling	M	100		300	M	2			300	A	2	300	A	2			

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D3030.30	Evaporative Air-Cooling	M	100		300	M	2				300	A	2	300	A	2			
D3030.50	Thermal Cooling Storage	M	100		300	M	2				300	A	2	300	A	2			
D3030.70	Decentralized Cooling	M	100		300	M	2				300	A	2	300	A	2			
D3030.90	Cooling System Supplementary Components	NM	100		300	M	2				300	A	2	300	A	2			
D3050	Facility HVAC Distribution Systems																		
D3050.10	Facility Hydronic Distribution	NM			300	M					300	M	2	300	M				
D3050.30	Facility Steam Distribution	NM			300	M					300	M	2	300	M				
D3050.50	HVAC Air Distribution	NM			300	M					300	M	2	300	M				
D3050.90	Facility Distribution Systems Supplementary Components	NM			300	M					300	M	2	300	M				
D3060	Ventilation																		
D3060.10	Supply Air	M	100		300	M	2				300	A	2	300	A	2			
D3060.20	Return Air	M	100		300	M	2				300	A	2	300	A	2			
D3060.30	Exhaust Air	M	100		300	M	2				300	A	2	300	A	2			
D3060.40	Outside Air	M	100		300	M	2				300	A	2	300	A	2			
D3060.60	Air-to-Air Energy Recovery	M	100		300	M	2				300	A	2	300	A	2			
D3060.70	HVAC Air Cleaning	M	100		300	M	2				300	A	2	300	A	2			
D3060.90	Ventilation Supplementary Components	M	100		300	M	2				300	A	2	300	A	2			
D3070	Special Purpose HVAC Systems																		
D3070.10	Snow Melting	M	100		300	M	2				300	A	2	300	A	2			
D40	FIRE PROTECTION																		
D4010	Fire Suppression																		
D4010.50	Fire-Extinguishing	NM			300	A					300	A		300	A				

(Row deleted)

D4030	Fire Protection Specialties																		
D4030.10	Fire Protection Cabinets	NM			300	A					300	A	2	300	A				
D4030.30	Fire Extinguishers	NM			300	A					300	A	2	300	A				
D4030.50	Breathing Air Replenishment Systems	NM			300	A					300	A	2	300	A				
D4030.70	Fire Extinguisher Accessories	NM			300	A					300	A	2	300	A				
D50	ELECTRICAL																		
D5010	Facility Power Generation																		
D5010.10	Packaged Generator Assemblies	E	100		300	E	2				300	A	2	300	A	2			
D5010.20	Battery Equipment	E	100		300	E	2				300	A	2	300	A	2			

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	D5010.70	Transfer Switches	E	100		300	E	2				300	A	2	300	A	2		
	D5010.90	Facility Power Generation Supplementary Components	E	100		300	E	2				300	A	2	300	A	2		
	D5020	Electrical Service and Distribution																	
	D5020.10	Electrical Service	NM			NM						NM			NM				
	D5020.30	Power Distribution	NM			NM						NM			NM				
	D5020.70	Facility Grounding	NM			NM						NM			NM				
	D5020.90	Electrical Service and Distribution Supplementary Components	NM			NM						NM			NM				
	D5030	General Purpose Electrical Power																	
	D5030.10	Branch Wiring System	NM			NM						NM			NM				
	D5030.50	Wiring Devices	NM			NM						NM			NM				
	D5030.90	General Purpose Electrical Power Supplementary Components	NM			NM						NM			NM				
	D5040	Lighting																	
	D5040.10	Lighting Control	NM			300	E	2				300	A	2	300	A	2		
	D5040.20	Branch Wiring for Lighting	NM			NM						NM			NM				
	D5040.50	Lighting Fixtures	NM			300	E	2				300	A	2	300	A	2		
	D5040.90	Lighting Supplementary Components	NM			300	E	2				300	E	2	300	E	2		
	D5080	Miscellaneous Electrical Systems																	
	D5080.10	Lightning Protection	NM			NM	E	2				300	E	2	300	E	2		
	D5080.70	Transient Voltage Suppression	NM			NM	E	2				300	E	2	300	E	2		
	D5080.90	Miscellaneous Electrical Systems Supplementary Components	NM			NM	E	2				300	E	2	300	E	2		
	D60	COMMUNICATIONS																	
	D6010	Data Communications																	
	D6010.10	Data Communications Network Equipment	E	100		300	E	2				300	A	2	300	A	2		
	D6010.20	Data Communications Hardware	E	100		300	E	2				300	A	2	300	A	2		

(Row deleted)

	D6020	Voice Communications																	

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G1070	Site Earthwork																		
	G1070.10	Grading	NM			100	A					300	A			300	A		
	G1070.20	Excavation and Fill	NM			NM						NM				NM			
	G1070.30	Embankments	NM			NM						NM				NM			
	G1070.35	Erosion and Sedimentation Controls	NM			NM						NM				NM			
	G1070.40	Soil Stabilization	NM			NM						NM				NM			
	G1070.45	Rock Stabilization	NM			NM						NM				NM			
	G1070.50	Soil Reinforcement	NM			NM						NM				NM			
	G1070.55	Slope Protection	NM			NM						NM				NM			
	G1070.65	Riprap	NM			NM						NM				NM			
	G1070.90	Site Soil Treatment	NM			NM						NM				NM			
G20	SITE IMPROVEMENTS																		
G2010	Roadways																		
	G2010.10	Roadway Pavement	NM			NM						NM				NM			
	G2010.20	Roadway Curbs and Gutters	NM			NM						NM				NM			
	G2010.40	Roadway Appurtenances	NM			NM						NM				NM			
	G2010.70	Roadway Lighting	NM			NM						NM				NM			
	G2010.80	Vehicle Fare Collection	NM			NM						NM				NM			
G2020	Parking Lots																		
	G2020.10	Parking Lot Pavement	NM			NM						NM				NM			
	G2020.20	Parking Lot Curbs and Gutters	NM			NM						NM				NM			
	G2020.40	Parking Lot Appurtenances	NM			NM						NM				NM			
	G2020.70	Parking Lot Lighting	NM			300	A	2				300	A	2		300	A	2	
	G2020.80	Exterior Parking Control Equipment	NM			300	A	2				300	A	2		300	A	2	
G2030	Pedestrian Plazas and Walkways																		
	G2030.10	Pedestrian Pavement	NM			300	A					300	A			300	A		
	G2030.20	Pedestrian Pavement Curbs and Gutters	NM			300	A					300	A			300	A		
	G2030.30	Exterior Steps and Ramps	NM			300	A					300	A			300	A		
	G2030.40	Pedestrian Pavement Appurtenances	NM			300	A					300	A			300	A		

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- Electrical Equipment
- Electrical Fixtures
- Fire Alarm Devices
- Floors
- Generic Models (If needed)
- Grids
- Levels
- Lighting Devices
- Lighting Fixtures
- Mechanical Equipment
- Nurse Call Devices
- Openings
- Plumbing Fixtures
- Ramps
- Roofs
- Security Devices
- Specialty Equipment
- Sprinklers
- Structural Columns
- Structural Foundations (Not Piers)
- Telephone Devices
- Walls
- Windows

3. Element not to be Copy/Monitored

- Cable Tray Fittings
- Cable Trays
- Casework
- Conduit Fittings
- Conduits
- Curtain Panels
- Curtain Wall Mullions
- Duct Accessories
- Duct Fittings
- Duct Insulations
- Duct Linings
- Duct Placeholders
- Duct Systems
- Ducts
- Entourage
- Flex Ducts
- Flex Pipes

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- Furniture
- Furniture Systems
- HVAC Zones
- Mass
- MEP Fabrication Containment
- MEP Fabrication Ductwork
- MEP Fabrication Hangers
- MEP Fabrication Pipework
- Parking
- Pipe Accessories
- Pipe Fittings
- Pipe Insulations
- Pipe Placeholders
- Pipes
- Piping Systems
- Planting
- Railings
- Rooms (MEP Must make spaces based on architect's room with the same names and numbers)
- Site
- Spaces
- Stairs
- Structural Area Reinforcement
- Structural Beam Systems
- Structural Connections
- Structural Fabric Areas
- Structural Fabric Reinforcement
- Structural Framing
- Structural Path Reinforcement
- Structural Trusses
- Topography
- Wires

4. It will be modeled as a part of layered element as much as possible
5. Item will be modeled as a wall layer
6. Item will not be modeled but information will be included in Revit model by architect
7. CAD file will be provided by architect
8. Refer attached exhibit that modifies definition of LOD 300, as defined by *2018 LEVEL OF DEVELOPMENT (LOD) SPECIFICATION PART 1 & COMMENTARY: For Building Information Models and Data*. Published by BIM Form, second printing December 2018.

 AIA[®] Document G202[™] – 2013***Project Building Information Modeling Protocol Form*****ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with a Project specific AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, which the Parties will incorporate into their agreement for the Project, and a Project specific AIA Document G201[™]–2013, Project Digital Data Protocol Form.

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Additions and Deletions Report for

AIA[®] Document G202™ – 2013

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PAGE 1

City of Shawnee Fire Station No. 03

500 E MacArthur Street, Shawnee, OK 74804

PROTOCOL VERSION NUMBER: 01

DATE: 12 November 2023

PREPARED BY: David M. Robinson

...

§ 1.1 For each Project Participant that has incorporated the Project specific AIA Document E203™–2013, Building Information Modeling and Digital Data Protocol Exhibit, dated 22 May 2023, into its agreement for the Project, identify and provide the contact information for individuals responsible for implementation of the Modeling protocols. If, for any Project Participant, more than one individual will be responsible for implementation of the Modeling protocols, list each individual separately and describe the unique Modeling Role assigned to each individual.

PAGE 2

Architectural Model	Brandstetter Carroll	Amin Banihashemi	ABanihashemi@bciaep.com , 940.387.8182
Structural Model	To Be Determined	To Be Determined	To Be Determined
Mechanical Model	To Be Determined	To Be Determined	To Be Determined
Plumbing Model	To Be Determined	To Be Determined	To Be Determined
Electrical Model	To Be Determined	To Be Determined	To Be Determined

...

- Architectural Models
- MEP Engineering Models
- Structural Engineering Models
- Specifications

...

- Revit 2024

...

§ 1.7.1	Model origin point, coordinate system, precision, file formats and units	<u>Applicable</u>	
§ 1.7.2	Model file storage location(s)	<u>Applicable</u>	
§ 1.7.3	Processes for transferring and accessing Model files	<u>Applicable</u>	

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§ 1.7.4	Naming conventions	<u>Applicable</u>	
§ 1.7.5	Processes for aggregating Model files from varying software platforms	<u>Applicable</u>	
§ 1.7.6	Model access rights	<u>Applicable</u>	
§ 1.7.7	Design coordination and clash detection procedures.	<u>Applicable</u>	
§ 1.7.8	Model security requirements	<u>Not Applicable</u>	

PAGE 3

Refer the attached Exhibit A

...

~~§ 2.3.2.3 Schedule.~~ The Model Element may be used to show ordered, time-scaled appearance of major elements and systems.

PAGE 4

~~§ 2.4.2.2 Cost Estimating.~~ The Model Element may be used to develop cost estimates suitable for procurement based on the specific data provided.

~~§ 2.4.2.3 Schedule.~~ The Model Element may be used to show ordered, time-scaled appearance of detailed elements and systems.

...

§ 2.5 LOD 400350

~~§ 2.5.2.1 Analysis.~~ The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

~~§ 2.5.1 Model Element Content Requirements.~~ The Model Element is graphically represented within the Model as a specific system, ~~object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information.~~ object, or assembly in terms of quantity, size, shape, location, orientation, and interfaces with other building systems. This level includes model detail and element that represent how building elements interface with various systems and other building elements with graphics and written definitions. Non-graphic information may also be attached to the Model Element.

...

~~§ 2.5.2.1 Analysis.~~ The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

~~§ 2.5.2.2 Cost Estimating.~~ Costs are based on the actual cost of the Model Element at buyout.

~~§ 2.5.2.3 Schedule.~~ The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

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§ 2.5.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.6 LOD 500/400

§ 2.6.1 Model Element Content Requirements. The Model Element is a field-verified representation graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Elements. Element.

§ 2.6.2 Authorized Uses. ~~Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:~~**Uses**

§ 2.6.2.1 Analysis. The Model Element may be analyzed for performance of systems by application of actual performance criteria assigned to the Model Element.

§ 2.6.2.4 Coordination. The Model Element may be used for coordination with other Model Elements in terms of its size, location and clearance to other Model Elements, including fabrication, installation and detailed operation issues.

§ 2.6.2.5 Other Authorized Uses. Additional Authorized Uses of the Model Element developed to LOD 400, if any, are as follows:

§ 2.7 LOD 500

§ 2.7.1 Model Element Content Requirements. The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

§ 2.7.2 Authorized Uses. Specific Authorized Uses of the Model Element developed to LOD 500, if any, are as follows:

PAGE 6

A
E
M
NM
P
S

Architect
Electrical Engineer
Mechanical Engineer
Not Modelled
Plumbing Engineer
Structural Engineer

Init.

/

Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.

Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."

NOTE: LODs must be adapted for the unique characteristics of each Project.

§ 3.3 Model Element Table							
Identify (1) the LOD required for each Model Element at each Project milestone, (2) the Model Element Author, and (3) references to any applicable notes found in Section 3.4.							
Insert abbreviations for each MEA identified in the table below, such as "A – Architect," or "C – Contractor."							
NOTE: LODs must be adapted for the unique characteristics of each Project.							
	Project Milestone 1 Schematic Design		Project Milestone 2 Design Development		Project Milestone 3 Milestone Added If Needed		Project Milestone 4-75% Checklist
							Project Milestone 5-Final Checklist
							Project Milestone 6 Milestone Added If Needed
							Notes (See Sec 3.4)

...

A1010.10	Wall Foundations	100	<u>A</u>	<u>2</u>	300	<u>S</u>	<u>2</u>			300	<u>S</u>	<u>2</u>	350	<u>S</u>	<u>2</u>			8
A1010.30	Column Foundations	100	<u>A</u>	<u>2</u>	300	<u>S</u>	<u>2</u>			300	<u>S</u>	<u>2</u>	350	<u>S</u>	<u>2</u>			8
A1010.90	Standard Foundation Supplementary Components	NM			NM					NM			NM					

...

A1020.10	Driven Piles																		
A1020.15	Bored Piles	NM			300	S				300	S		350	S					8
A1020.20	Caissons																		
A1020.30	Special Foundation Walls																		
A1020.40	Foundation Anchors																		
A1020.50	Underpinning																		
A1020.60	Raft Foundations																		
A1020.70	Pile Caps	NM			300	S				300	S		300	S					8
A1020.80	Grade Beams	NM			300	S	2			300	S	2	350	S	2				8

PAGE 7

[illegible]

...

[illegible]

...

A4090.10	Perimeter Insulation																		
A4090.20	Vapor Retarder	NM				NM					NM			NM					
A4090.30	Waterproofing	NM				NM	4				NM			NM					
A4090.30	Waterproofing																		
A4090.50	Mud Slab																		
A4090.60	Subbase Layer																		
A60	WATER AND GAS MITIGATION																		
A6010	Building Subdrainage																		
A6010.10	Foundation Drainage																		
A6010.20	Underslab Drainage																		
A6020	Off-Gassing Mitigation																		
A6020.10	Radon Mitigation																		
A6020.50	Methane Mitigation																		
A90	SUBSTRUCTURE RELATED ACTIVITIES																		
A9010	Substructure Excavation																		
A9010.10	Backfill and Compaction																		
A9020	Construction Dewatering																		
A9030	Excavation Support																		
A9030.10	Anchor Tiebacks																		
A9030.20	Cofferdams																		
A9030.40	Cribbing and Walers																		
A9030.60	Ground Freezing																		
A9030.70	Slurry Walls																		
A9040	Soil Treatment																		

PAGE 8

B1010.10	Floor Structural Frame	NM	S	3	300	S	3				300	S	3	300	S	3			8
B1010.20	Floor Decks, Slabs, and Toppings	NM	S	3	300	S	3				300	S	3	300	S	3			8
B1010.30	Balcony Floor Construction																		
B1010.40	Mezzanine Floor Construction																		
B1010.50	Ramps																		
B1010.90	Floor Construction Supplementary Components	NM			200	A	2				300	S	2	300	S	2			

...

B1020.10	Roof Structural Frame	100	S	3	300	S	3				300	S	3	350	S	3			8
B1020.20	Roof Decks, Slabs, and Sheathing	100	A	2	300	S	2				300	S	2	350	S	2			8
B1020.30	Canopy Construction	100	A	2	300	A	2				300	A	2	350	A	2			
B1020.90	Roof Construction Supplementary Components	100	A		300	A					300	A		350	A				

...

B1080.60	Fire Escapes																		
B1080.70	Metal Walkways																		

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B1080.80	Ladders																		
B1080.80	Ladders	NM	3		300	A	3			400	A	3	400	A	3				

...

B2010	Exterior Walls	300	A	2	300	A	2			300	A	2	300	A	2				
B2010.10	Exterior Wall Veneer			5			5					5	350		5				
B2010.20	Exterior Wall Construction			5			5					5	350		5				
B2010.30	Exterior Wall Interior Skin			5			5					5	350		5				
B2010.40	Fabricated Exterior Wall Assemblies																		
B2010.50	Parapets																		
B2010.50	Parapets	300	A	2	300	A	2			300	A	2	350	A	2				
B2010.60	Equipment Screens	100	A	2	300	A	2			300	A	2	350	A	2				
B2010.80	Exterior Wall Supplementary Components	100	A	2	300	A	2			300	A	2	350	A	2				
B2010.90	Exterior Wall Opening Supplementary Components	100	A	2	300	A	2			300	A	2	350	A	2				

PAGE 9

B2020.10	Exterior Operating Windows	200	A	3	300	A	3			300	A	3	350	A	3				
B2020.20	Exterior Fixed Windows	200	A	3	300	A	3			300	A	3	350	A	3				
B2020.30	Exterior Window Wall	200	A	3	300	A	3			300	A	3	350	A	3				
B2020.50	Exterior Special Function Windows	200	A	3	300	A	3			300	A	3	350	A	3				

...

B2050.10	Exterior Entrance Doors	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.20	Exterior Utility Doors	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.30	Exterior Oversize Doors	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.40	Exterior Special Function Doors	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.60	Exterior Grilles	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.70	Exterior Gates	200	A	3	300	A	3			300	A	3	350	A	3				
B2050.90	Exterior Door Supplementary Components	200	A	3	300	A	3			300	A	3	350	A	3				

...

B2070.10	Exterior Louvers	NM			300	M	2			300	A	2	350	A	2				
B2070.50	Exterior Vents	NM			300	M	2			300	A	2	350	A	2				

...

B2080.10	Exterior Fixed Grilles and Screens	100	A		300	A				300	A		350	A					
B2080.30	Exterior Opening Protection Devices	100	A		300	A				300	A		350	A					
B2080.50	Exterior Balcony Walls and Railings	100	A		300	A				300	A		350	A					
B2080.70	Exterior Fabrications	100	A		300	A				300	A		350	A					
B2080.80	Bird Control Devices	100	A		300	A				300	A		350	A					

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B2090	Exterior Wall Specialties	100	A		300	A				300	A		350	A				
--------------	----------------------------------	-----	---	--	-----	---	--	--	--	-----	---	--	-----	---	--	--	--	--

...

B3010.10	Steep Slope Roofing	100	A		300	A				300	A		350	A				
B3010.50	Low-Slope Roofing	100	A		300	A				300	A		350	A				
B3010.70	Canopy Roofing	100	A		300	A				300	A		350	A				
B3010.90	Roofing Supplementary Components	100	A		300	A				300	A		350	A				

PAGE 10

B3020.10	Roof Accessories	NM			300	A				300	A		350	A				
B3020.30	Roof Specialties	NM			300	A				300	A		350	A				
B3020.70	Rainwater Management	NM			300	A				300	A		350	A				
B3020.30	Roof Specialties																	
B3020.70	Rainwater Management																	
B3040	Traffic Bearing Horizontal Enclosures																	
B3040.10	Traffic Bearing Coatings																	
B3040.30	Horizontal Waterproofing Membrane																	
B3040.50	Wear Surfaces																	
B3040.90	Horizontal Enclosure Supplementary Components																	

...

B3060.10	Roof Windows and Skylights	100	A	2	300	A	2			300	A	2	350	A	2			
B3060.50	Vents and Hatches	100	A	2	300	A	2			300	A	2	350	A	2			
B3060.90	Horizontal Opening Supplementary Components	NM			300	A				300	A		350	A				

...

B3080.10	Exterior Ceilings	100	A		300	A				300	A		350	A				
B3080.20	Exterior Soffits	100	A		300	A				300	A		350	A				
B3080.30	Exterior Bulkheads	100	A		300	A				300	A		350	A				

...

C1010.10	Interior Fixed Partitions	100	A		300	A				300	A		350	A				
C1010.20	Interior Glazed Partitions	100	A		300	A				300	A		350	A				
C1010.40	Interior Demountable Partitions																	
C1010.50	Interior Operable Partitions																	
C1010.70	Interior Screens																	
C1010.70	Interior Screens	100	A		300	A				300	A		350	A				
C1010.90	Interior Partition Supplementary Components	100	A		300	A				300	A		350	A				

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C1020.10	Interior Operating Windows	100	A		300	A			300	A		350	A				
C1020.20	Interior Fixed Windows	100	A		300	A			300	A		350	A				
C1020.50	Interior Special Function Windows	100	A		300	A			300	A		350	A				
C1020.90	Interior Window Supplementary Components	100	A		300	A			300	A		350	A				

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C1030.10	Interior Swinging Doors	100	A		300	A			300	A		350	A				
C1030.20	Interior Entrance Doors	100	A		300	A			300	A		350	A				
C1030.25	Interior Sliding Doors	100	A		300	A			300	A		350	A				
C1030.30	Interior Folding Doors	100	A		300	A			300	A		350	A				
C1030.40	Interior Coiling Doors	100	A		300	A			300	A		350	A				
C1030.50	Interior Panel Doors	100	A		300	A			300	A		350	A				
C1030.70	Interior Special Function Doors	100	A		300	A			300	A		350	A				
C1030.80	Interior Access Doors and Panels	100	A		300	A			300	A		350	A				
C1030.90	Interior Door Supplementary Components	100	A		300	A			300	A		350	A				

...

C1040.10	Interior Grilles	100	A		300	A			300	A		350	A				
C1040.50	Interior Gates	100	A		300	A			300	A		350	A				

...

C1060.10	Access Flooring	100	A		300	A			300	A		350	A				
C1060.30	Platform/Stage Floors	100	A		300	A			300	A		350	A				

...

C1070.10	Acoustical Suspended Ceilings	100	A		300	A			300	A		350	A				
C1070.20	Suspended Plaster and Gypsum Board Ceilings	100	A		300	A			300	A		350	A				
C1070.50	Specialty Suspended Ceilings																
C1070.70	Special Function Suspended Ceilings																
C1070.90	Ceiling Suspension Components	NM			NM				NM			NM					

...

C1090.10	Interior Railings and Handrails	NM			300	A			300	A		350	A				
C1090.15	Interior Louvers	NM			300	A			300	A		350	A				
C1090.20	Information Specialties	NM			300	A			300	A			A				
C1090.20	Information Specialties											350					
C1090.30	Service Walls	NM			300	A			300	A		350	A				

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C1090.25C	Compartments and Cubicles	Wall and Door Protection	NM			300	A				300	A		350	A				
C1090.40	Toilet, Bath, and Laundry Accessories		NM			300	A				300	A		350	A				
C1090.30	Service Walls																		
C1090.35	Wall and Door Protection																		
C1090.40	Toilet, Bath, and Laundry Accessories																		
C1090.45	Interior Gas Lighting																		
C1090.50	Fireplaces and Stoves																		
C1090.60	Safety Specialties																		
C1090.60	Safety Specialties		NM			300	A				300	A		350	A				
C1090.70	Storage Specialties		NM			300	A				300	A		350	A				
C1090.90	Other Interior Specialties		NM			300	A				300	A		350	A				

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C2010.10	Tile Wall Finish		100	A		300	A				300	A		300	A				
C2010.20	Wall Paneling		100	A		300	A				300	A		300	A				
C2010.30	Wall Coverings			NM	6		NM	6				NM	6		NM	6			
C2010.35	Wall Carpeting		100	A		300	A				300	A		300	A				
C2010.50	Stone Facing		100	A		300	A				300	A		300	A				
C2010.60	Special Wall Surfacing		100	A		300	A				300	A		300	A				
C2010.70	Wall Painting and Coating			NM	6		NM	6				NM	6		NM	6			
C2010.80	Acoustical Wall Treatment		100	A		300	NM				300	A		300	A				
C2010.90	Wall Finish Supplementary Components		NM				NM				NM			NM					
C2020	Interior Fabrications		100	A		300	A				300	A		300	A				

...

C2030.10	Flooring Treatment		NM			NM					NM			NM					
C2030.20	Tile Flooring		100	A		300	A				300	A		300	A				
C2030.30	Specialty Flooring		100	A		300	A				300	A		300	A				
C2030.40	Masonry Flooring																		
C2030.45	Wood Flooring		100	A		300	A				300	A		300	A				
C2030.50	Resilient Flooring		100	A		300	A				300	A		300	A				
C2030.60	Terrazzo Flooring																		
C2030.70	Fluid-Applied Flooring																		
C2030.75	Carpeting																		
C2030.70	Fluid-Applied Flooring		NM		6		NM	6				NM	6		NM	6			
C2030.75	Carpeting		100	A		300	A				300	A		300	A				
C2030.80	Athletic Flooring		100	A		300	A				300	A		300	A				
C2030.85	Entrance Flooring		100	A		300	A				300	A		300	A				
C2030.90	Flooring Supplementary Components		100	A		300	A				300	A		300	A				
C2030.80	Athletic Flooring																		
C2030.85	Entrance Flooring																		
C2030.90	Flooring Supplementary Components																		

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C2040	Stair Finishes																	
	C2040.20	Tile Stair Finish																
	C2040.40	Masonry Stair Finish																
	C2040.45	Wood Stair Finish																
	C2040.50	Resilient Stair Finish																
	C2040.60	Terrazzo Stair Finish																
	C2040.75	Carpeted Stair Finish																

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	C2050.10	Plaster and Gypsum Board Finish	100	A		300	A				300	A		300	A			
	C2050.20	Ceiling Paneling	100	A		300	A				300	A		300	A			
	C2050.70	Ceiling Painting and Coating	NM		6	NM		6			NM		6	NM		6		
	C2050.80	Acoustical Ceiling Treatment	NM			300	A				300	A		300	A			
	C2050.90	Ceiling Finish Supplementary Components	NM			300	A				300	A		300	A			
C2090	Interior Finish Schedules		NM		6	NM		6			NM		6	NM		6		

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D10	CONVEYING																	
D1010	Vertical-Conveying Systems																	
	D1010.10	Elevators																
	D1010.20	Lifts																
	D1010.30	Escalators																
	D1010.50	Dumbwaiters																
	D1010.60	Moving Ramps																
D1030	Horizontal-Conveying																	
	D1030.10	Moving Walks																
	D1030.30	Turntables																
	D1030.50	Passenger Loading Bridges																
	D1030.70	People Movers																
D1050	Material Handling																	
	D1050.10	Cranes																
	D1050.20	Hoists																
	D1050.30	Derrieks																
	D1050.40	Conveyors																
	D1050.50	Baggage Handling Equipment																
	D1050.60	Chutes																
	D1050.70	Pneumatic Tube Systems																
D1080	Operable Access Systems																	
	D1080.10	Suspended Scaffolding																
	D1080.20	Rope Climbers																
	D1080.30	Elevating Platforms																
	D1080.40	Powered Scaffolding																

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D1080.50	Building Envelope Access																	
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PAGE 14

D2010.10	Facility Potable-Water Storage Tanks	NM	P		300	P				300	A		300	A				
D2010.20	Domestic Water Equipment	NM	P		300	P				300	A		300	A				
D2010.40	Domestic Water Piping	NM			300	P				300	P		300	P				
D2010.60	Plumbing Fixtures	100	A		300	A				300	A		300	A				
D2010.90	Domestic Water Distribution Supplementary Components	NM			300	P				300	A		300	A				

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D2020.10	Sanitary Sewerage Equipment	NM			NM					NM			NM					
D2020.30	Sanitary Sewerage Piping	NM			NM					NM			NM					
D2020.90	Sanitary Drainage Supplementary Components	NM			NM					NM			NM					

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D2030.10	Stormwater Drainage Equipment	NM			NM					NM			NM					
D2030.20	Stormwater Drainage Piping	NM			NM					NM			NM					
D2030.30	Facility Stormwater Drains	NM			NM					NM			NM					
D2030.60	Gray Water Systems	NM			NM					NM			NM					
D2030.90	Building Support Plumbing System Supplementary Components	NM			NM					NM			NM					
D2050	General Service Compressed-Air	NM			300	P	2			300	A	2	300	A	2			

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D2060.10	Compressed-Air Systems	NM			300	P	2			300	P	2	300	P	2			
D2060.20	Vacuum Systems	NM			300	P	2			300	P	2	300	P	2			
D2060.30	Gas Systems	NM			300	P	2			300	P	2	300	P	2			
D2060.40	Chemical Waste Systems	NM			300	P	2			300	P	2	300	P	2			
D2060.50	Processed Water Systems	NM			300	P	2			300	P	2	300	P	2			
D2060.90	Process Support Plumbing System Supplementary Components	NM			300	P	2			300	P	2	300	P	2			

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D3010.10	Fuel Piping																	
D3010.30	Fuel Pumps																	
D3010.50	Fuel Storage Tanks	NM			300	P	2			300	A	2	300	A	2			

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D3020.10	Heat Generation	M	100		300	M	2			300	A	2	300	A	2			
D3020.30	Thermal Heat Storage	M	100		300	M	2			300	A	2	300	A	2			
D3020.70	Decentralized Heating Equipment	M	100		300	M	2			300	A	2	300	A	2			
D3020.90	Heating System Supplementary Components	NM	100		300	M	2			300	A	2	300	A	2			

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D3030.10	Central Cooling	M	100		300	M	2			300	A	2	300	A	2			
D3030.30	Evaporative Air-Cooling	M	100		300	M	2			300	A	2	300	A	2			
D3030.50	Thermal Cooling Storage	M	100		300	M	2			300	A	2	300	A	2			
D3030.70	Decentralized Cooling	M	100		300	M	2			300	A	2	300	A	2			
D3030.90	Cooling System Supplementary Components	NM	100		300	M	2			300	A	2	300	A	2			

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D3050.10	Facility Hydronic Distribution	NM			300	M				300	M	2	300	M				
D3050.30	Facility Steam Distribution	NM			300	M				300	M	2	300	M				
D3050.50	HVAC Air Distribution	NM			300	M				300	M	2	300	M				
D3050.90	Facility Distribution Systems Supplementary Components	NM			300	M				300	M	2	300	M				

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D3060.10	Supply Air	M	100		300	M	2			300	A	2	300	A	2			
D3060.20	Return Air	M	100		300	M	2			300	A	2	300	A	2			
D3060.30	Exhaust Air	M	100		300	M	2			300	A	2	300	A	2			
D3060.40	Outside Air	M	100		300	M	2			300	A	2	300	A	2			
D3060.60	Air-to-Air Energy Recovery	M	100		300	M	2			300	A	2	300	A	2			
D3060.70	HVAC Air Cleaning	M	100		300	M	2			300	A	2	300	A	2			
D3060.90	Ventilation Supplementary Components	M	100		300	M	2			300	A	2	300	A	2			

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D3070.10	Snow Melting	M	100		300	M	2			300	A	2	300	A	2			
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D4010.10	Water-Based Fire Suppression																	
D4010.50	Fire-Extinguishing	NM			300	A				300	A		300	A				
D4010.50	Fire-Extinguishing																	
D4010.90	Fire Suppression Supplementary Components																	

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D4030.10	Fire Protection Cabinets	NM			300	A				300	A	2	300	A				
D4030.30	Fire Extinguishers	NM			300	A				300	A	2	300	A				
D4030.50	Breathing Air Replenishment Systems	NM			300	A				300	A	2	300	A				
D4030.70	Fire Extinguisher Accessories	NM			300	A				300	A	2	300	A				

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D5010.10	Packaged Generator Assemblies	E	100		300	E	2			300	A	2	300	A	2			
D5010.20	Battery Equipment	E	100		300	E	2			300	A	2	300	A	2			
D5010.30	Photovoltaic Collectors																	
D5010.40	Fuel Cells																	
D5010.60	Power Filtering and Conditioning																	
D5010.70	Transfer Switches																	
D5010.70	Transfer Switches	E	100		300	E	2			300	A	2	300	A	2			
D5010.90	Facility Power Generation Supplementary Components	E	100		300	E	2			300	A	2	300	A	2			

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D5020.10	Electrical Service	NM			NM					NM			NM					
D5020.30	Power Distribution	NM			NM					NM			NM					
D5020.70	Facility Grounding	NM			NM					NM			NM					
D5020.90	Electrical Service and Distribution Supplementary Components	NM			NM					NM			NM					

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D5030.10	Branch Wiring System	NM			NM					NM			NM					
D5030.50	Wiring Devices	NM			NM					NM			NM					
D5030.90	General Purpose Electrical Power Supplementary Components	NM			NM					NM			NM					

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D5040.10	Lighting Control	NM			300	E	2			300	A	2	300	A	2			
D5040.20	Branch Wiring for Lighting	NM			NM					NM			NM					
D5040.50	Lighting Fixtures	NM			300	E	2			300	A	2	300	A	2			
D5040.90	Lighting Supplementary Components	NM			300	E	2			300	E	2	300	E	2			

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D5080.10	Lightning Protection	NM			NM	E	2			300	E	2	300	E	2			
D5080.40	Cathodic Protection																	
D5080.70	Transient Voltage Suppression	NM			NM	E	2			300	E	2	300	E	2			
D5080.90	Miscellaneous Electrical Systems Supplementary Components	NM			NM	E	2			300	E	2	300	E	2			

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D6010.10	Data Communications Network Equipment	E	100		300	E	2			300	A	2	300	A	2			
D6010.20	Data Communications Hardware	E	100		300	E	2			300	A	2	300	A	2			
D6010.20	Data Communications Hardware																	
D6010.30	Data Communications Peripheral Data Equipment																	
D6010.50	Data Communications Software																	
D6010.60	Data Communication Program and Integration Services																	

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D6020.10	Voice Communications Switching and Routing Equipment																	
D6020.20	Voice Communications Terminal Equipment																	
D6020.30	Voice Communications Messaging																	
D6020.40	Call Accounting																	
D6020.50	Call Management																	

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D6030.10	Audio-Video Systems	NM			300	E	2			300	A	2	300	A	2			
D6030.50	Electronic Digital Systems	NM			300	E	2			300	A	2	300	A	2			

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D6060.10	Distributed Audio-Video Communications Systems	NM			300	E	2			300	A	2	300	A	2			
D6060.30	Healthcare Communications and Monitoring	NM			300	E	2			300	A	2	300	A	2			
D6060.50	Distributed Systems	NM			300	E	2			300	A	2	300	A	2			

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D6090.10	Supplementary Components	NM			300	E	2			300	A	2	300	A	2			
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D7010.10	Access Control	NM			300	E	2			300	A	2	300	A	2			
D7010.50	Intrusion Detection	NM			300	E	2			300	A	2	300	A	2			

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D7030.10	Video Surveillance	NM			300	E	2			300	A	2	300	A	2			
D7030.50	Electronic Personal Protection	NM			300	E	2			300	A	2	300	A	2			

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	D7050.10	Fire Detection and Alarm	NM			200	A				300	A	2	300	A	2			
	D7050.20	Radiation Detection and Alarm																	
	D7050.30	Fuel-Gas Detection and Alarm																	
	D7050.40	Fuel-Oil Detection and Alarm																	
	D7050.50	Refrigeration Detection and Alarm																	
	D7050.60	Water Intrusion Detection and Alarm																	

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	D7070.10	Electronic Detention Monitoring and Control	NM			300	E	2			300	A	2	300	A	2			
--	----------	---	----	--	--	-----	---	---	--	--	-----	---	---	-----	---	---	--	--	--

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	D7090.10	Supplementary Components	NM			300	E	2			300	A	2	300	A	2			
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	D8010	Integrated Automation Facility Controls																	
	D8010.10	Integrated Automation Control of Equipment																	
	D8010.20	Integrated Automation Control of Conveying Equipment																	
	D8010.30	Integrated Automation Control of Fire-Suppression Systems																	
	D8010.40	Integrated Automation Control of Plumbing Systems																	
	D8010.50	Integrated Automation Control of HVAC Systems																	
	D8010.60	Integrated Automation Control of Electrical Systems																	
	D8010.70	Integrated Automation Control of Communication Systems																	
	D8010.80	Integrated Automation Control of Electronic Safety and Security Systems																	
	D8010.90	Integrated Automation Supplementary Components																	

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	E1010	Vehicle and Pedestrian Equipment		100	A	7	300	A	7			300	A	7	300	A	7		
--	--------------	---	--	-----	---	---	-----	---	---	--	--	-----	---	---	-----	---	---	--	--

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	E1010.30	Interior Parking Control Equipment																	
	E1010.50	Loading Dock Equipment																	
	E1010.70	Interior Pedestrian Control Equipment																	
	E1030	Commercial Equipment																	

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E1030.10	Mercantile and Service Equipment																	
E1030.20	Vault Equipment																	
E1030.25	Teller and Service Equipment																	
E1030.30	Refrigerated Display Equipment																	
E1030.35	Commercial Laundry and Dry Cleaning Equipment																	
E1030.40	Maintenance Equipment																	
E1030.50	Hospitality Equipment																	
E1030.55	Unit Kitchens																	
E1030.60	Photographic Processing Equipment																	
E1030.70	Postal, Packaging, and Shipping Equipment																	
E1030.75	Office Equipment																	

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E1040 Institutional Equipment																		
E1040.10	Educational and Scientific Equipment																	
E1040.20	Healthcare Equipment																	
E1040.40	Religious Equipment																	
E1040.60	Security Equipment																	
E1040.70	Detention Equipment																	

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E1060.10	Residential Appliances	NM						NM			300	A		300	A			
E1060.50	Retractable Stairs																	
E1060.70	Residential Ceiling Fans																	
E1070 Entertainment and Recreational Equipment																		
E1070.10	Theater and Stage Equipment																	
E1070.20	Musical Equipment																	
E1070.50	Athletic Equipment																	
E1070.60	Recreational Equipment																	
E1090 Other Equipment																		
E1090.10	Solid Waste Handling Equipment																	
E1090.30	Agricultural Equipment																	
E1090.40	Horticultural Equipment																	
E1090.60	Decontamination Equipment																	

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		NM						NM			NM			NM				
E2010.20	Window Treatments	NM						NM			300	A		300	A			
E2010.30	Casework	NM						NM			300	A		300	A			
E2010.10	Fixed Art	NM						NM			NM			NM				
E2010.90	Other Fixed Furnishings	NM						NM			NM			NM				
E2010.20	Window Treatments																	

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	E2010.30	Casework															
	E2010.70	Fixed Multiple Seating															
	E2010.90	Other Fixed Furnishings															
	E2050	Movable Furnishings															
	E2050.10	Movable Art															
	E2050.30	Furniture															
	E2050.40	Accessories															
	E2050.60	Movable Multiple Seating															
	E2050.90	Other Movable Furnishings															

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	F1010.10	Building Modules															
	F1010.50	Manufactured/Fabricated Rooms															
	F1010.70	Modular Mezzanines															

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	F1020.10	Fabric Structures															
	F1020.20	Space Frames															
	F1020.30	Geodesic Structures															
	F1020.40	Manufacturer-Engineered Structures															
	F1020.60	Manufactured Canopies	100	A	300	A			300	A	300	A					
	F1020.60	Manufactured Canopies															
	F1020.65	Rammed Earth Construction															
	F1020.70	Towers															

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	F1030.10	Sound and Vibration Control	NM		NM				NM		NM						
	F1030.30	Seismic Control															
	F1030.50	Radiation Protection															
	F1050	Special Facility Components															
	F1050.10	Pools															
	F1050.20	Interior Fountains															
	F1050.30	Interior Water Features															
	F1050.40	Aquariums															
	F1050.50	Amusement Park Structures and Equipment															
	F1050.60	Ice Rinks															
	F1050.70	Animal Containment															
	F1060	Athletic and Recreational Special Construction															
	F1060.10	Indoor Soccer Boards															
	F1060.20	Safety Netting															
	F1060.30	Arena Football Boards															

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F1060.40	Floor Sockets																	
F1060.50	Athletic and Recreational Court Walls																	
F1060.60	Demountable Athletic Surfaces																	
F1080	Special Instrumentation																	
F1080.10	Stress Instrumentation																	
F1080.20	Seismic Instrumentation																	
F1080.40	Meteorological Instrumentation																	
F1080.60	Earth Movement Monitoring																	

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F2010	Hazardous Materials Remediation																	
F2010.10	Transportation and Disposal of Hazardous Materials																	
F2010.20	Asbestos Remediation																	
F2010.20	Asbestos Remediation	NM			NM					NM			NM					
F2010.30	Lead Remediation																	
F2010.40	Polychlorinate Biphenyl Remediation																	
F2010.50	Mold Remediation																	

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F3010.10	Building Demolition	NM			NM					NM			NM					
F3010.30	Tower Demolition																	
F3010.50	Bridge Demolition																	
F3010.70	Dam Demolition																	
F3030	Selective Demolition																	
F3030.10	Selective Building Demolition																	
F3030.30	Selective Interior Demolition																	
F3030.50	Selective Bridge Demolition																	
F3030.70	Selective Historic Demolition																	
F3050	Structure Moving																	
F3050.10	Structure Relocation																	
F3050.30	Structure Raising																	

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G1010	Site Clearing	NM			NM					NM			NM					
G1010.10	Clearing and Grubbing	NM			NM					NM			NM					
G1010.30	Tree and Shrub Removal and Trimming	NM			NM					NM			NM					
G1010.50	Earth Stripping and Stockpiling	NM			NM					NM			NM					
G1020	Site Elements Demolition	NM			NM					NM			NM					
G1020.10	Utility Demolition	NM			NM					NM			NM					
G1020.30	Infrastructure Demolition	NM			NM					NM			NM					
G1020.50	Selective Site Demolition	NM			NM					NM			NM					

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	G1030.10	Utility Relocation	NM			NM					NM			NM				
G1050	Site Remediation																	
	G1050.10	Physical Decontamination																
	G1050.15	Chemical Decontamination																
	G1050.20	Thermal Decontamination																
	G1050.25	Biological Decontamination																
	G1050.30	Remediation Soil Stabilization																
	G1050.40	Site Containment																
	G1050.45	Sinkhole Remediation																
	G1050.50	Hazardous Waste Drum Handling																
	G1050.60	Contaminated Site Material Removal																
	G1050.80	Water Remediation																

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	G1070.10	Grading	NM			100	A				300	A		300	A			
	G1070.20	Excavation and Fill	NM			NM					NM			NM				
	G1070.30	Embankments	NM			NM					NM			NM				
	G1070.35	Erosion and Sedimentation Controls	NM			NM					NM			NM				
	G1070.40	Soil Stabilization	NM			NM					NM			NM				
	G1070.45	Rock Stabilization	NM			NM					NM			NM				
	G1070.50	Soil Reinforcement	NM			NM					NM			NM				
	G1070.55	Slope Protection	NM			NM					NM			NM				
	G1070.60	Gabions																
	G1070.65	Riprap	NM			NM					NM			NM				
	G1070.70	Wetlands																
	G1070.80	Earth Dams																
	G1070.90	Site Soil Treatment	NM			NM					NM			NM				

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	G2010.10	Roadway Pavement	NM			NM					NM			NM				
	G2010.20	Roadway Curbs and Gutters	NM			NM					NM			NM				
	G2010.40	Roadway Appurtenances	NM			NM					NM			NM				
	G2010.70	Roadway Lighting	NM			NM					NM			NM				
	G2010.80	Vehicle Fare Collection	NM			NM					NM			NM				

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	G2020.10	Parking Lot Pavement	NM			NM					NM			NM				
	G2020.20	Parking Lot Curbs and Gutters	NM			NM					NM			NM				
	G2020.40	Parking Lot Appurtenances	NM			NM					NM			NM				
	G2020.70	Parking Lot Lighting	NM			300	A	2			300	A	2	300	A	2		

Init.

G2020.80	Exterior Parking Control Equipment	NM			300	A	2			300	A	2	300	A	2				
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G2030.10	Pedestrian Pavement	NM			300	A				300	A		300	A					
G2030.20	Pedestrian Pavement Curbs and Gutters	NM			300	A				300	A		300	A					
G2030.30	Exterior Steps and Ramps	NM			300	A				300	A		300	A					
G2030.40	Pedestrian Pavement Appurtenances	NM			300	A				300	A		300	A					
G2030.10	Pedestrian Pavement																		
G2030.20	Pedestrian Pavement Curbs and Gutters																		
G2030.30	Exterior Steps and Ramps																		
G2030.40	Pedestrian Pavement Appurtenances																		
G2030.70	Plaza and Walkway Lighting																		
G2030.80	Exterior Pedestrian Control Equipment																		
G2040	Airfields																		
G2040.10	Aviation Pavement																		
G2040.20	Aviation Pavement Curbs and Gutters																		
G2040.40	Aviation Pavement Appurtenances																		
G2040.70	Airfield Lighting																		
G2040.80	Airfield Signaling and Control Equipment																		
G2050	Athletic, Recreational, and Playfield Areas																		
G2050.10	Athletic Areas																		
G2050.30	Recreational Areas																		
G2050.50	Playfield Areas																		

PAGE 23

G2060.10	Exterior Fountains																		
G2060.20	Fences and Gates	NM			300	A				300	A		300	A					
G2060.25	Site Furnishings	NM			300	A				300	A		300	A					
G2060.30	Exterior Signage	NM			300	A				300	A		300	A					
G2060.35	Flagpoles	NM			300	A				300	A		300	A					
G2060.40	Covers and Shelters	NM			300	A				300	A		300	A					
G2060.35	Flagpoles																		
G2060.40	Covers and Shelters																		
G2060.45	Exterior Gas Lighting																		
G2060.50	Site Equipment	NM			300	A				300	A		300	A					
G2060.60	Retaining Walls	NM			300	S	2			300	S	2	300	S	2				
G2060.70	Site Bridges																		
G2060.80	Site Screening Devices																		
G2060.85	Site Specialties																		
G2060.85	Site Specialties	NM			300	A				300	A		300	A					

...

Init.

/

G2080.10	Planting Irrigation	NM			NM					NM			NM				
G2080.20	Turf and Grasses	NM			NM					NM			NM				
G2080.30	Plants	NM			NM					NM			NM				
G2080.50	Planting Accessories	NM			NM					NM			NM				
G2080.70	Landscape Lighting	NM			NM					NM			NM				
G2080.80	Landscaping Activities	NM			NM					NM			NM				

...

G3010.10	Site Domestic Water Distribution	NM			NM					NM			NM				
G3010.30	Site Fire Protection Water Distribution	NM			NM					NM			NM				
G3010.50	Site Irrigation Water Distribution	NM			NM					NM			NM				

PAGE 24

G3020.10	Sanitary Sewerage Utility Connection	NM			NM					NM			NM				
G3020.20	Sanitary Sewerage Piping	NM			NM					NM			NM				
G3020.40	Utility Septic Tanks	NM			NM					NM			NM				
G3020.50	Sanitary Sewerage Structures	NM			NM					NM			NM				
G3020.60	Sanitary Sewerage Lagoons	NM			NM					NM			NM				

...

G3030.10	Storm Drainage Utility Connection	NM			NM					NM			NM				
G3030.20	Storm Drainage Piping	NM			NM					NM			NM				
G3030.30	Culverts	NM			NM					NM			NM				
G3030.40	Site Storm Water Drains	NM			NM					NM			NM				
G3030.50	Storm Drainage Pumps	NM			NM					NM			NM				
G3030.60	Site Subdrainage	NM			NM					NM			NM				
G3030.70	Storm Drainage Ponds and Reservoirs	NM			NM					NM			NM				
G3030.30	Culverts																
G3030.40	Site Storm Water Drains																
G3030.50	Storm Drainage Pumps																
G3030.60	Site Subdrainage																
G3030.70	Storm Drainage Ponds and Reservoirs																
G3050	Site Energy Distribution																
G3050.10	Site Hydronic Heating Distribution																
G3050.20	Site Steam Energy Distribution																
G3050.40	Site Hydronic Cooling Distribution																

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G3060.10	Site Gas Distribution																
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G3060.20	Site Fuel Oil Distribution																	
G3060.30	Site Gasoline Distribution																	
G3060.40	Site Diesel Fuel Distribution																	
G3060.60	Site Aviation Fuel Distribution																	
G3090	Liquid and Gas Site Utilities Supplementary Components																	
G3090.10	Supplementary Components																	

...

G4010.10	Electrical Utility Services	NM								NM								
G4010.20	Electric Transmission and Distribution																	
G4010.30	Electrical Substations																	
G4010.40	Electrical Transformers	NM								NM								
G4010.50	Electrical Switchgear and Protection Devices	NM								NM								
G4010.70	Site Grounding	NM								NM								
G4010.90	Electrical Distribution System Instrumentation and Controls	NM								NM								

PAGE 25

G4050.10	Area Lighting	NM			300	E	2			300	A	2	300	A				
G4050.20	Flood Lighting	NM			300	E	2			300	A	2	300	A				
G4050.50	Building Illumination	NM			300	E	2			300	A	2	300	A				
G4050.90	Exterior Lighting Supplementary Components	NM			300	E	2			300	A	2	300	A				
G4050.10	Area Lighting																	
G4050.20	Flood Lighting																	
G4050.50	Building Illumination																	
G4050.90	Exterior Lighting Supplementary Components																	
G50	SITE COMMUNICATIONS																	
G5010	Site Communications Systems																	
G5010.10	Site Communications Structures																	
G5010.30	Site Communications Distribution																	
G5010.50	Wireless Communications Distribution																	
G90	MISCELLANEOUS SITE CONSTRUCTION																	
G9010	Tunnels																	
G9010.10	Vehicular Tunnels																	
G9010.20	Pedestrian Tunnels																	
G9010.40	Service Tunnels																	
G9010.90	Tunnel Construction Related Activities																	

...

1. Element to be included as a part of wall element.

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- Wall Lug
- Wall Accents
- Wall Copings

2. Element to be Copy/Monitored

- Air Terminals
- Ceilings
- Columns
- Communication Devices
- Curtain Systems
- Data Devices
- Doors
- Electrical Equipment
- Electrical Fixtures
- Fire Alarm Devices
- Floors
- Generic Models (If needed)
- Grids
- Levels
- Lighting Devices
- Lighting Fixtures
- Mechanical Equipment
- Nurse Call Devices
- Openings
- Plumbing Fixtures
- Ramps
- Roofs
- Security Devices
- Specialty Equipment
- Sprinklers
- Structural Columns
- Structural Foundations (Not Piers)
- Telephone Devices
- Walls
- Windows

3. Element not to be Copy/Monitored

- Cable Tray Fittings
- Cable Trays
- Casework
- Conduit Fittings
- Conduits

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- Curtain Panels
- Curtain Wall Mullions
- Duct Accessories
- Duct Fittings
- Duct Insulations
- Duct Linings
- Duct Placeholders
- Duct Systems
- Ducts
- Entourage
- Flex Ducts
- Flex Pipes
- Furniture
- Furniture Systems
- HVAC Zones
- Mass
- MEP Fabrication Containment
- MEP Fabrication Ductwork
- MEP Fabrication Hangers
- MEP Fabrication Pipework
- Parking
- Pipe Accessories
- Pipe Fittings
- Pipe Insulations
- Pipe Placeholders
- Pipes
- Piping Systems
- Planting
- Railings
- Rooms (MEP Must make spaces based on architect's room with the same names and numbers)
- Site
- Spaces
- Stairs
- Structural Area Reinforcement
- Structural Beam Systems
- Structural Connections
- Structural Fabric Areas
- Structural Fabric Reinforcement
- Structural Framing
- Structural Path Reinforcement
- Structural Trusses
- Topography
- Wires

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4. It will be modeled as a part of layered element as much as possible
5. Item will be modeled as a wall layer
6. Item will not be modeled but information will be included in Revit model by architect
7. CAD file will be provided by architect
8. Refer attached exhibit that modifies definition of LOD 300, as defined by 2018 LEVEL OF DEVELOPMENT (LOD) SPECIFICATION PART 1 & COMMENTARY: For Building Information Models and Data. Published by BIM Form, second printing December 2018.

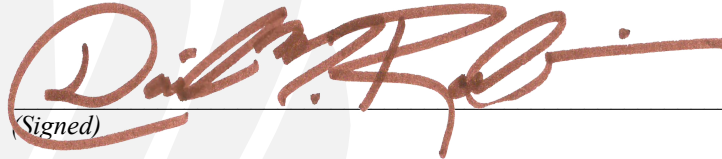
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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 00:19:53 ET on 11/13/2023 under Order No. 4104240703 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G202™ – 2013, Project Building Information Modeling Protocol Form, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal
(Title)

12 November 2023
(Dated)

Brandstetter Carroll, Inc.

100 West Mulberry
Denton, Texas 76201
940.387.8182 voice
940.382.0262 fax

MEMORANDUM

To	With
From	Date
David M. Robinson	12 November 2023
Project	Subject
City of Shawnee Fire Station No. 02	Exhibit A -G202
Page	Distribution
1 of 1	

Memorandum/Discussions

§ 1.8 Insert a description of each Model Management Protocol and Process identified in Section 1.7, if not further described in an exhibit attached to this document:

Model Management Protocols and Processes	Detailed Description
§ 1.7.1 Model origin point, coordinate system, precision, file formats and units	• Model origin point ○ To be dictated by Architect and used by all Project Participants • Coordinate system ○ UCS • Precision ○ 1/64" • File Format ○ Revit 2024 • Units ○ Architectural
§ 1.7.2 Model file storage location(s)	• Model stored on BIM Collaboration Pro.
§ 1.7.3 Processes for transferring and accessing Model files	• Model stored on, and accesses from, BIM Collaboration Pro
§ 1.7.4 Naming conventions	• Project Participants have two options: ○ Follow BCI method: ▪ Spec Number – ○ Follow generic method: ▪ Object Category – Type – Subtype – Manufacturer – Description • Sample: <i>Mechanical Equipment – Exhaust Fan –Downblast – Greenheck – Roof top fan</i>
§ 1.7.5 Processes for aggregating Model files from varying software platforms	• Civil engineer shall be responsible for placing .dwg file of building (exported from BIM) in .dwg site plan.
§ 1.7.6 Model access rights	• TBD
§ 1.7.7 Design coordination and clash detection procedures.	• Each Consultant is responsible for the coordination of their respective discipline with all others. In addition to coordination occurring at milestones, it shall occur on an on-going basis as model is refined. • MEP Engineer shall be responsible for performing clash detection between MEP elements and structural elements and MEP elements and architectural elements.
§ 1.7.8 Model “Room/Space” coordination	• Architect shall define “rooms” • MEP shall revise “spaces” to “rooms”

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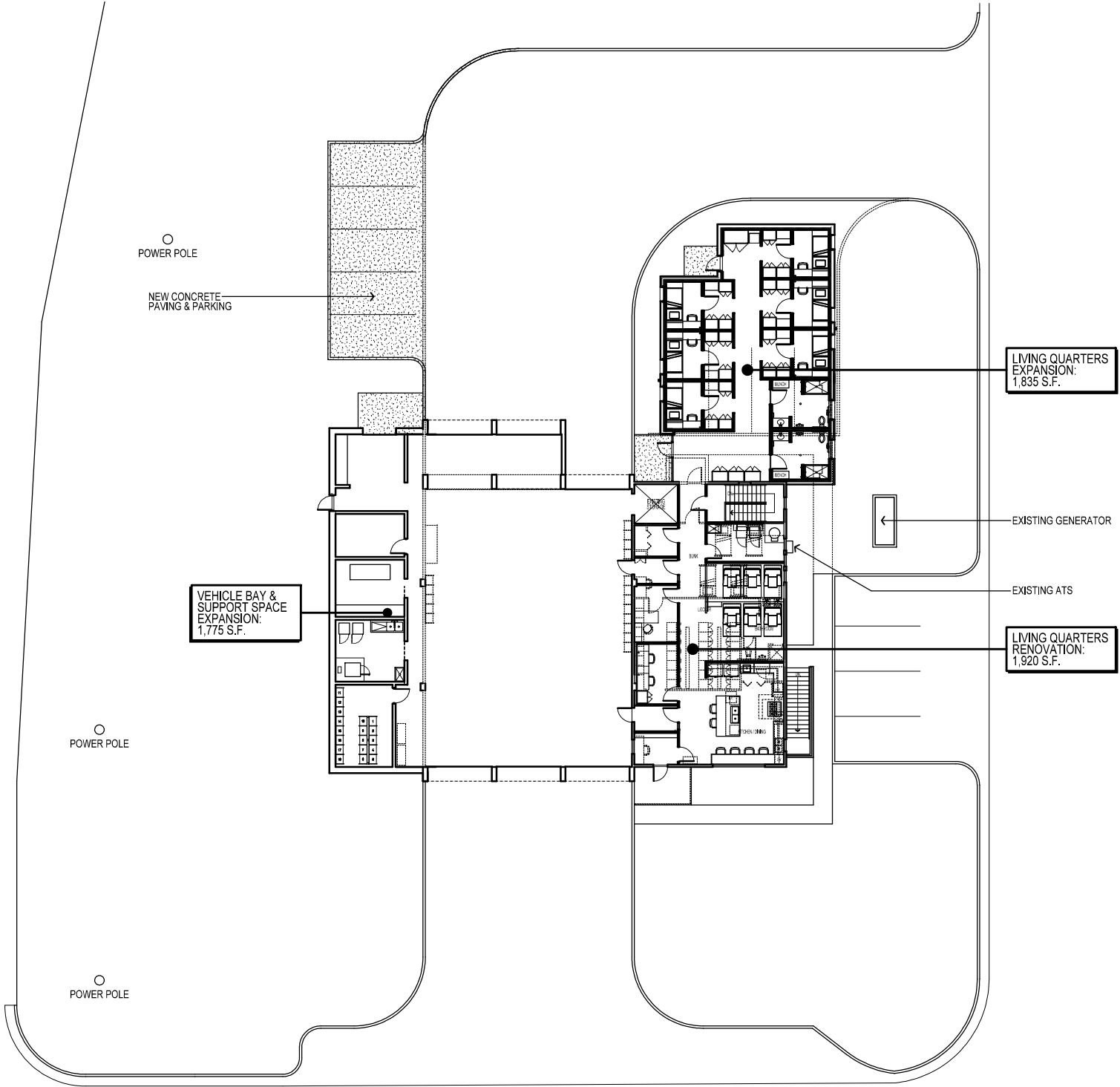
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This document does not consider code compliance, zoning requirements, tree mitigation requirements or easements and is not intended to show fitness of purpose.

This document does not constitute pre-design or site analysis as set forth in AIA document B 101-2017 Standard Form of Agreement Between Owner and Architect. This document is only intended to illustrate if the Owner's program fits the proposed site.

This document is not for regulatory approval, permitting or construction.

This document is issued under the authority of Architect David M. Robinson, license a6420, on the date below.



SCHEMATIC SITE PLAN
SCALE: 1" = 30'



FIRE STATION 3 REMODEL for
THE CITY of SHAWNEE
306 E MacArthur St. Shawnee, OK

KIRKPATRICK ARCHITECTURE STUDIO

100 West Mulberry
Denton, Texas 76201
940 / 387.8182 tel
www.k-a-studio.com

DATE: 24 SEPTEMBER 2024	REFER TO: N / A
ISSUE: SCHEMATIC DESIGN - OPTION 2	SHEET NO. SKA-03

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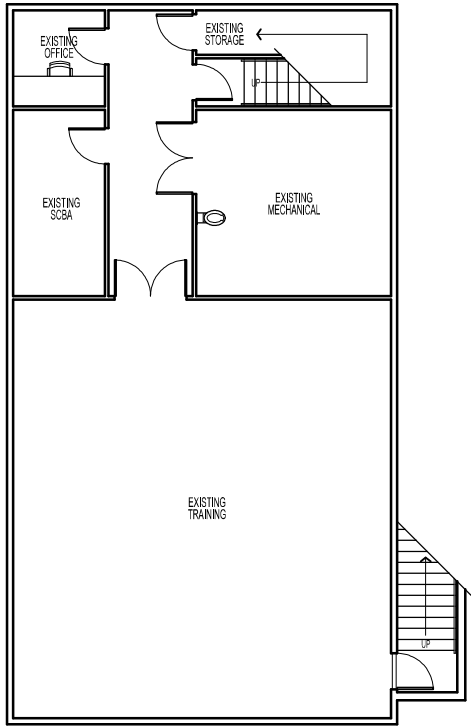
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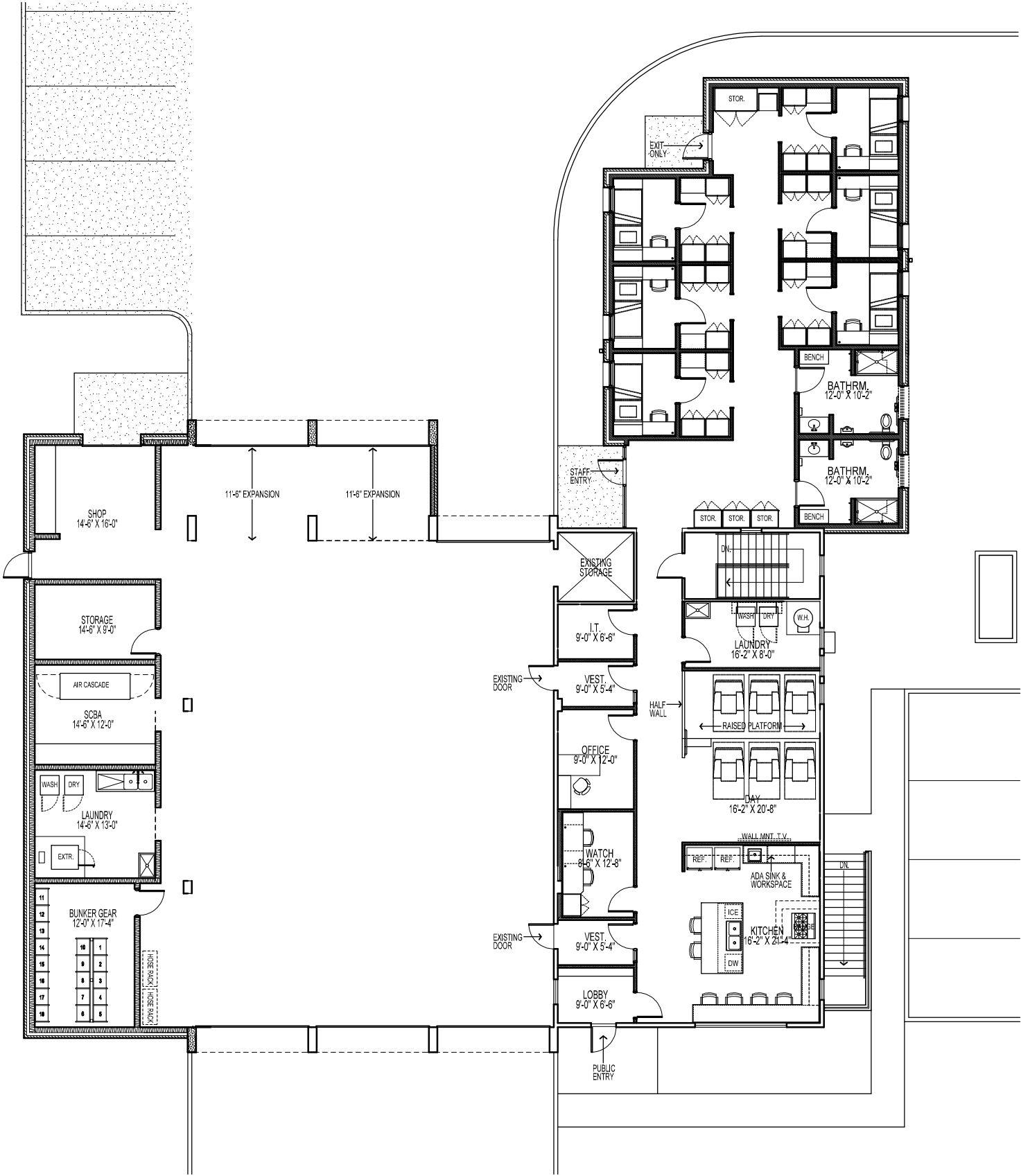
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EXISTING BASEMENT PLAN

SCALE: 1/16" = 1'-0"



SCHEMATIC FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"



FIRE STATION 3 REMODEL for
THE CITY of SHAWNEE
306 E MacArthur St. Shawnee, OK

KIRKPATRICK ARCHITECTURE STUDIO

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DATE: 24 SEPTEMBER 2023

REFER TO: N/A

ISSUE:
SCHEMATIC DESIGN - OPTION 2

SHEET NO.
SKA-04

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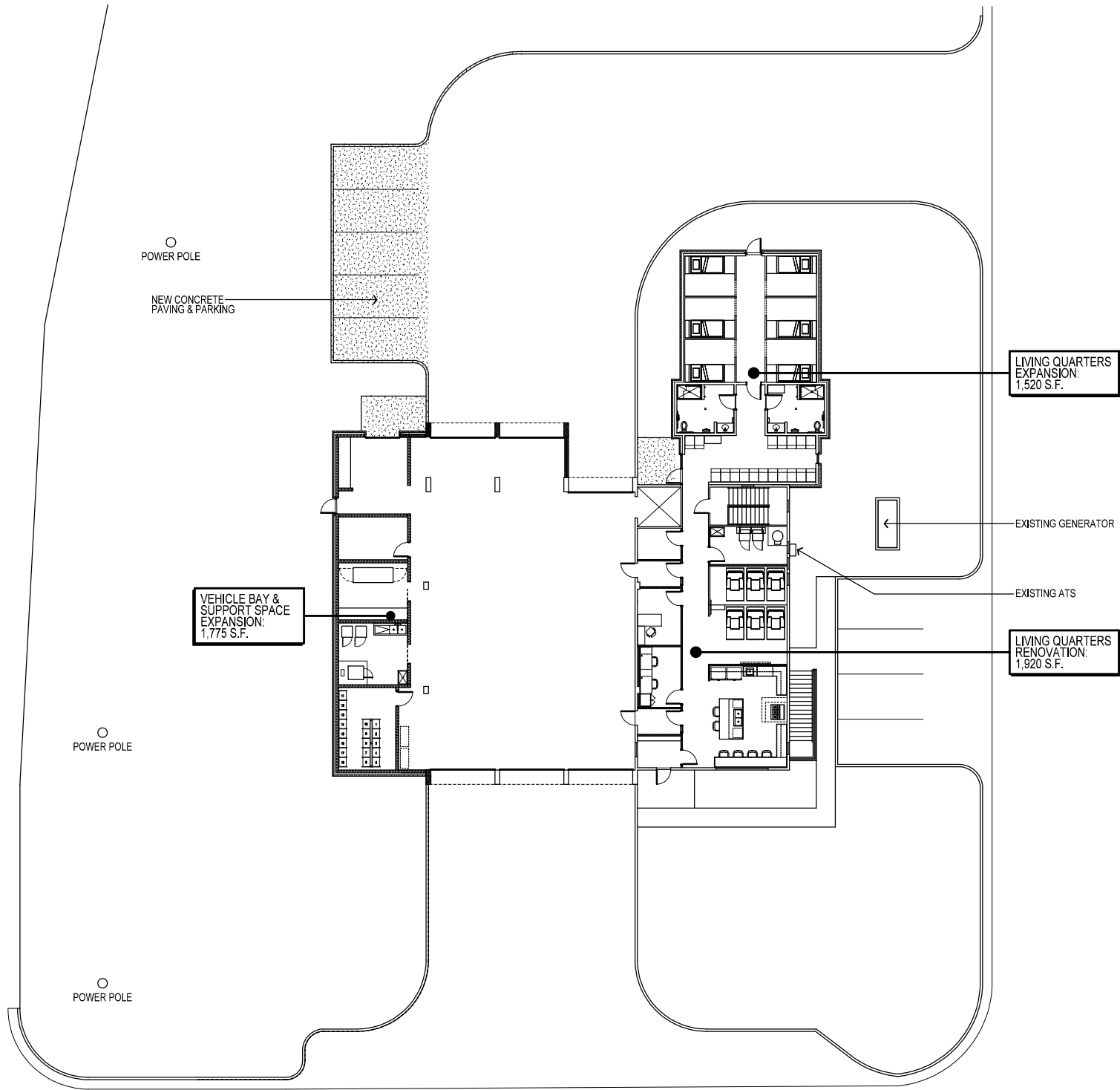
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SCHEMATIC SITE PLAN
SCALE: 1" = 30'

DATE: 24 SEPTEMBER 2024

REFER TO: N / A

ISSUE: SCHEMATIC DESIGN - OPTION 3

SHEET NO. SKA-05

FIRE STATION 3 REMODEL for
THE CITY of SHAWNEE
306 E MacArthur St. Shawnee, OK

KIRKPATRICK ARCHITECTURE STUDIO
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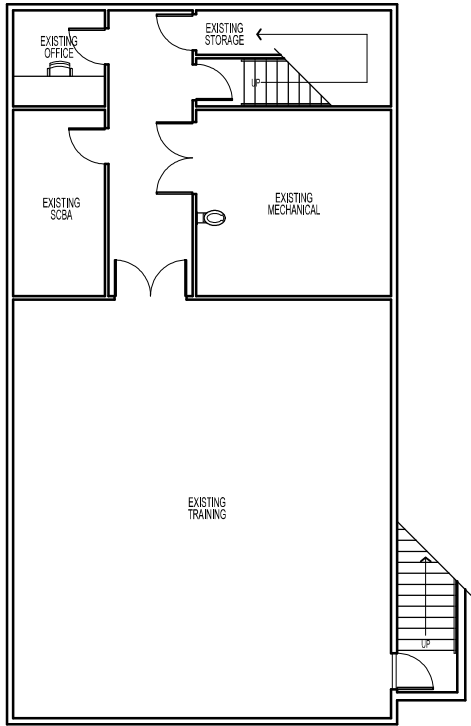
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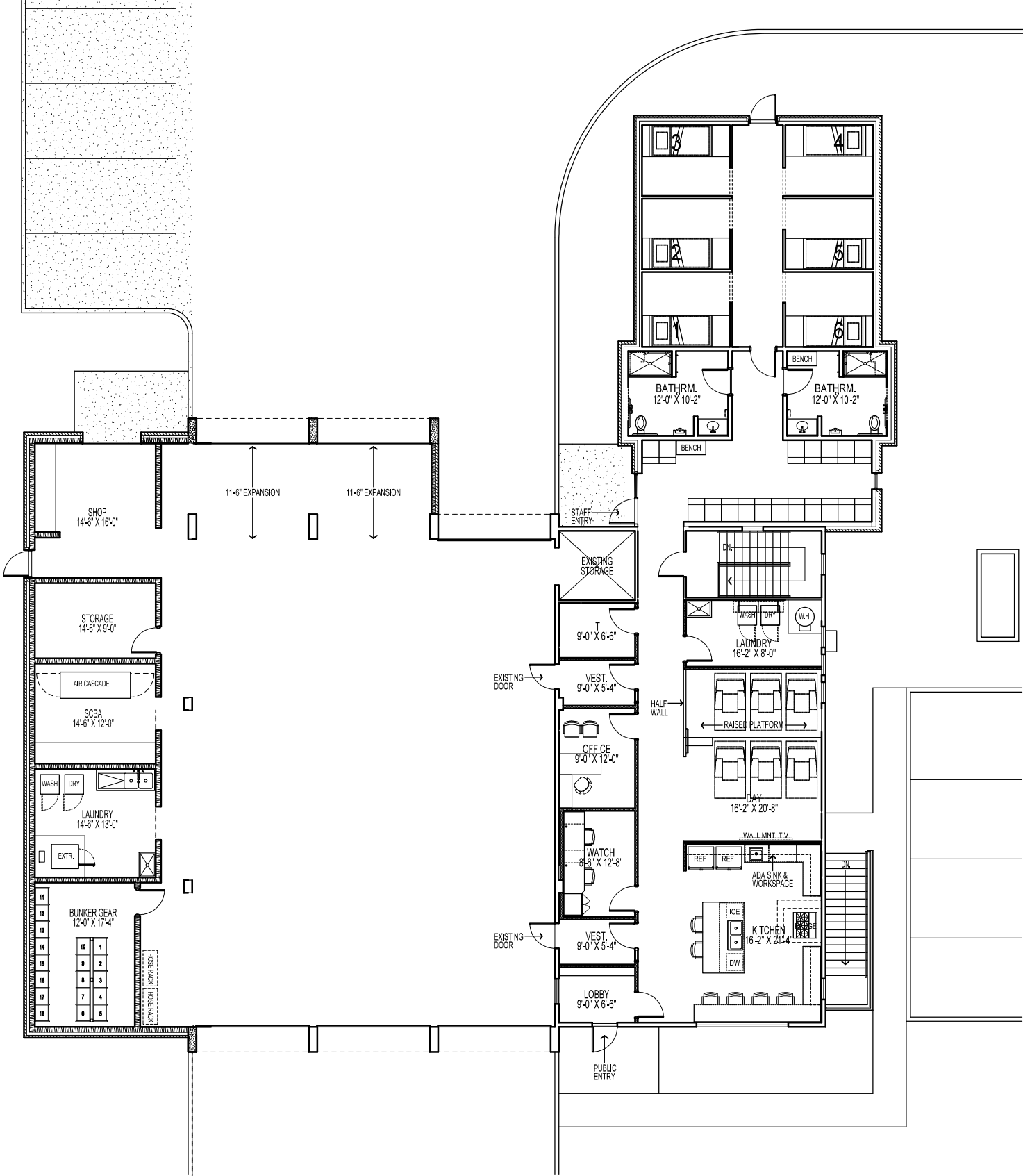
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EXISTING BASEMENT PLAN

SCALE: 1/16" = 1'-0"



SCHEMATIC FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"



FIRE STATION 3 REMODEL for
THE CITY of SHAWNEE
306 E MacArthur St. Shawnee, OK

DATE: 24 SEPTEMBER 2023

REFER TO: N/A

ISSUE: SCHEMATIC DESIGN - OPTION 3

100 West Mulberry
Denton, Texas 76201

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SHEET NO.

SKA-06

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11 October 2023

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KY 40517
859.268.1933

255 Seven Farms
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CHARLESTON
SC 29492

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Suite 1075
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OH 45202
513.651.4224

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CLEVELAND
OH 44113
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100 West
Mulberry St
DENTON
TX 76201
940.387.8182

114 West Main St
Suite 2
NORMAN
OK 73069
405.360.0810

Tony Wittmann
Fire Chief
City of Shawnee
PO Box 1448
Shawnee, Oklahoma 74802

RE: Design Services for Fire Station No. 3

Dear Chief Wittmann:

It is a pleasure to offer services to the City of Shawnee. On 04 April 2022, I met with you and Seth Barkhimer in your office before visiting Station No. 3. The understanding I gained from these discussions and subsequent emails has shaped this proposal.

Project Understanding

We understand the project to be a renovation of, and addition to, Fire Station No. 3. The existing three-bay station is approximately 4,800 square feet.

In our April meeting, the goals of the addition discussed were

- Sleeping five firefighters and one captain
 - Captain's suite is preferred
- Adding one bay capable for stacking apparatus
- Adding bunker gear room to allow for two sets of PPE for eighteen firefighters
- Adding shop, may contain lawn equipment
- Adding one bay capable for stacking apparatus
- Increasing existing bay size to allow for stacking
- Providing SCBA room to house existing air cascade
- Providing Reports/Watch room

Subsequent to the meeting, BCI created a conceptual plan, SKA-2, showing an approximately 2,900 square foot addition to the apparatus bays and an approximately 1,600 square foot addition to the living quarters. After review, you asked for the following revisions or considerations:

- Move personnel lockers from inside sleep room to allow access to on-coming shift.
- Possibly remove kitchen seating on the South wall and have a kitchen table to seat 6-8
- Could remove 9'0" x 12'0" office space if it would allow for more design options if needed.
- Allow for twelve parking stalls.

Scope of Basic Services

BCI's services include those necessary for the design and preparation of documents for the referenced Project. We envision the process as collaborative and as such, the scope may change slightly as the design is developed.

The following services are included in Basic Services

1. Architectural design
 - a. Includes the coordination with owner's access control and building management system vendors
 - b. Includes presentation to City Council and required exhibits
2. Structural engineering
 - a. Includes design of structural members for addition.
3. Mechanical engineering
 - a. It is believed that the current exterior condenser may remain. Interior air handles have not been reviewed.
 - b. Mechanical work will re-duct existing heating, ventilation and air conditioning (HVAC) units and possibly supplement existing units with additional ones.
4. Electrical Engineering
 - a. Includes normal and emergency power distribution, lighting, exterior lighting for building elements, lightning protection system if required, fire detection and alarm system.
5. Plumbing Engineering
 - a. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc.
 - b. Fire protection plan showing extent of coverage with sprinkler valve assembly will be provided along with a three-part specification. Design of fire sprinkler system to be by subcontractor of general contractor.
6. Audio-visual (AV) Systems
 - a. Locate and size all wall & ceiling mounted flat screen HDTVs & audio system speakers on plans and elevations.
 - b. Specify the backboxes for the data, coax, and electrical power required for these AV devices, as well as the conduit (with pull tape) required for them.
 - c. Provide wall blocking and/or structural support as required at all AV device locations.
 - d. Provide an adequately sized AV room, with the necessary convenience power and HVAC systems to accommodate the required AV racks (provided and specified by others).
7. Security Systems
 - a. Locate and specify all door hardware and the correct hollow metal frames required for all security system devices. (Location provided by Owner).
 - b. Locate all CCTV security cameras and provide wall blocking and/or structural support as required at these device locations. (Location provided by Owner).
 - c. Specify the backboxes for the data and electrical power required for these security devices, as well as the conduit (with pull tape) required for them where the wiring pathway is restricted in walls and ceilings.
 - d. Provide adequately sized support spaces, with the necessary convenience power and HVAC systems to accommodate the security system equipment (provided and specified by others).

8. Teledata Systems

- a. Locate all data outlets as required through coordination with the Owner.
- b. Provide wall blocking and/or structural support as required at these device locations.
- c. Specify the backboxes for the data and electrical power required for these data outlets, as well as the conduit (with pull tape) required for them where the wiring pathway is restricted in walls and ceilings.
- d. Confirm the number and size(s) of the server racks needed by the Owner, and provide adequately sized support spaces, with the necessary power and HVAC systems to accommodate the teledata system equipment (provided and specified by others).
- e. All data devices, racks, and cabling are by provided by and installed by the Owner.

9. Third-party cost estimation

10. Services in the Bidding and Negotiation Phase

11. Services in the Contract Administration Phase.

Phase One – Information Gathering and Schematic Design

Programming – BCI will meet with all appropriate parties to determine a preliminary program.

Design Meeting – BCI will conduct a design meeting with the Owner. After reviewing the Owner's project goals and requirements, the program will be refined and a preliminary floor plan will be produced.

Schematic Design – BCI will refine the building's plan and elevations to meet the Owner's requirements. Plans and perspectives will be provided for the Owner's review and approval. After approval from the Owner, Design Development Phase will commence. Services in this phase are defined in AIA Document B101, 3.2.

Opinion of Probable Cost of the Work – BCI will send the Schematic Design Development Package to a third-party cost estimator for a construction cost estimate.

Owner Reviews – We endeavor to bring the Owner along with the design process to allow them to provide input throughout. The Owner will also have a chance for formal reviews after the Design Meeting and after the production of the Schematic Design Package.

Meetings – There is not a limit of meetings with BCI in this phase, but the meetings with consultants are limited as follows:

- MEP Engineer – 1
- Structural Engineer – 1

Deliverables

D1. Schematic Design Package

- a. Floor Plan
- b. Narrative of structural, mechanical, plumbing, and electrical building systems

D2. Opinion of Probable Cost of the Work

Phase Two – Design Development

Design Development – For a project of this scope this phase is being eliminated.

Phase Three – Construction Documents

Contract Documents – In this phase, construction documents and specifications are produced. Depending on timing and/or the Owner's wishes, separate Permit and Construction Sets can be produced.

Opinion of Probable Cost of the Work – BCI will send two progress sets to a third-party cost estimator for construction cost estimates.

Owner Review – Time will be allotted for the Owner's review of the 95% Progress Set.

Building Permit Application – BCI will submit the construction set for Building Permit. A separate Site Plan application is not anticipated.

Meetings – There is not a limit of weekly meetings with BCI in this phase, but the meetings with consultants are limited as follows:

- MEP Engineer – 2
- Structural Engineer – 1

Deliverables

D3. 95 % Progress Set

D4. Opinion of Probable Cost of Work at 95%

D5. Construction Set

Phase Four – Bidding and Negotiation

Pre-Bid Conference and Tour – BCI will attend a conference and tour of the site for prospective bidders.

Addenda – BCI will respond to questions from potential bidders and provide clarification, if necessary, in the form of Addenda.

Phase Five – Construction Administration

Construction Administration – BCI will attend weekly meetings during construction, produce Field Observation reports, review submittals, produce responses to Requests for Information, and respond in a professional manner as needed during the construction process. Services in this phase are defined in AIA Document B101, 3.6 and in AIA Document A201-2007.

Project Completion – Upon review of completeness of work, Architect and the City of Shawnee representative will determine the date of and issue the Certificates of Substantial and Final Completion.

Scope of Work Provided by the Client

1. Geotechnical Investigation and Report
2. Construction Observation and Materials Testing as required by IBC 2015

Items Outside of Scope of Work or Requiring Additional Services

1. Pursuing LEED certification
2. Providing shelter per ICC-500
3. Redesigns, new designs, meetings and other costs related to significant changes in scope of work or significant changes to approved designs. This includes work and meetings required to incorporate value engineering items.
4. Acoustical engineering
5. Site features and amenities outside of building footprint and not directly attached to the building that are not required by zoning or code or related to the building's mechanical, electrical, or plumbing systems.
6. The design of currently unidentified specialty electrical, lighting or communication systems, including voice/data, audio/visual, security, or other

low voltage electronic systems. Junction boxes and conduit for the systems will be shown in the construction documents. Fire alarm and related devices are included.

7. Design of franchise utilities (gas, electric, telephone, and cable television)

Compensation

Compensation to BCI for Basic Services, Additional Services, and Reimbursable Expenses shall be as shown below. If we have misunderstood the scope of work, required services, or construction budget, or if the proposal needs to be reshaped, we would be happy to discuss it.

We understand the current funding for the project is limited and have tailored our fee accordingly. We ask if the budget or the awarded construction contract is above \$3,000,000 that consideration be given to providing additional design fees.

Base Services			
Phase 1	For Basic Services the total compensation shall be	21.0%	\$56,885.00
Phase 2	For Basic Services the total compensation shall be	Not Included	
Phase 3	For Basic Services the total compensation shall be	42.0%	\$100,070.00
	For Basic Services the total compensation shall be	5.0%	\$11,046.00
Phase 5	For Basic Services the total compensation shall be	29.0%	\$69,706.00
Reimbursable Expenses	Shall not exceed		\$1,500.00
			Total \$239,210.00

Alternate Services	
In lieu of Basic Services, provide conceptual design of renovated Station No. 3 and a conceptual design for a new station on adjacent lot. Each design would be estimated and a report produced. It does not include the field dimensioning of the existing station. Services would include narrative for MEP and structural systems. Civil design would be limited to assumed stormwater solutions and utility connections.	\$55,000.00
If this approach is selected and renovation/addition of Station No. 3 is chosen, cost of Phase 1 above will be reduced.	

Non-reimbursable Expenses

BCI includes the following in our scope.

1. In-house printing
2. Phone calls
3. Travel within North Texas and Oklahoma City metropolitan area

Reimbursable Expenses

The following are not included in Basic Services and shall be billed as reimbursable expense and shall be provided to the Owner at the cost invoiced to BCI plus fifteen percent (15%). The total cost shall for printing shall not exceed \$1,500 without the written permission of the owner.

1. Printing for presentations, Owner, meetings, and regulatory review.
2. Printing by others
3. Travel outside of North Texas and Oklahoma City metropolitan area

Additional Services

Services required and authorized beyond the scope of Basic Services will be invoiced on the basis of personnel time and expenses.

Managing Principal	\$225/hour
Principal	\$175/hour
Project Manager	\$155/hour
Technical Staff II	\$120/hour
Technical Staff I	\$105/hour
Consultants	1.10 times the cost
Expenses	1.15 times the cost

Consultants

Civil Engineering	Parkhill
Structural Engineering	Dean Engineering
MEP Engineering	To be determined
Cost Estimation	Pre-Construction Services, Inc.

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

Best Regards,

David M. Robinson, AIA

11 October 2023

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17304 Preston Rd
Suite 1075
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

100 West
Mulberry St
DENTON
TX 76201
940.387.8182

114 West Main St
Suite 2
NORMAN
OK 73069
405.360.0810

Tony Wittmann
Fire Chief
City of Shawnee
PO Box 1448
Shawnee, Oklahoma 74802

RE: Design Services for Fire Station No. 3

Dear Chief Wittmann:

It is a pleasure to offer services to the City of Shawnee. On 04 April 2022, I met with you and Seth Barkhimer in your office before visiting Station No. 3. The understanding I gained from these discussions and subsequent emails has shaped this proposal.

Project Understanding

We understand the project to be a renovation of, and addition to, Fire Station No. 3. The existing three-bay station is approximately 4,800 square feet.

In our April meeting, the goals of the addition discussed were

- Sleeping five firefighters and one captain
 - Captain's suite is preferred
- Adding one bay capable for stacking apparatus
- Adding bunker gear room to allow for two sets of PPE for eighteen firefighters
- Adding shop, may contain lawn equipment
- Adding one bay capable for stacking apparatus
- Increasing existing bay size to allow for stacking
- Providing SCBA room to house existing air cascade
- Providing Reports/Watch room

Subsequent to the meeting, BCI created a conceptual plan, SKA-2, showing an approximately 2,900 square foot addition to the apparatus bays and an approximately 1,600 square foot addition to the living quarters. After review, you asked for the following revisions or considerations:

- Move personnel lockers from inside sleep room to allow access to on-coming shift.
- Possibly remove kitchen seating on the South wall and have a kitchen table to seat 6-8
- Could remove 9'0" x 12'0" office space if it would allow for more design options if needed.
- Allow for twelve parking stalls.

Scope of Basic Services

BCI's services include those necessary for the design and preparation of documents for the referenced Project. We envision the process as collaborative and as such, the scope may change slightly as the design is developed.

The following services are included in Basic Services

1. Architectural design
 - a. Includes the coordination with owner's access control and building management system vendors
 - b. Includes presentation to City Council and required exhibits
2. Structural engineering
 - a. Includes design of structural members for addition.
3. Mechanical engineering
 - a. It is believed that the current exterior condenser may remain. Interior air handles have not been reviewed.
 - b. Mechanical work will re-duct existing heating, ventilation and air conditioning (HVAC) units and possibly supplement existing units with additional ones.
4. Electrical Engineering
 - a. Includes normal and emergency power distribution, lighting, exterior lighting for building elements, lightning protection system if required, fire detection and alarm system.
5. Plumbing Engineering
 - a. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc.
 - b. Fire protection plan showing extent of coverage with sprinkler valve assembly will be provided along with a three-part specification. Design of fire sprinkler system to be by subcontractor of general contractor.
6. Audio-visual (AV) Systems
 - a. Locate and size all wall & ceiling mounted flat screen HDTVs & audio system speakers on plans and elevations.
 - b. Specify the backboxes for the data, coax, and electrical power required for these AV devices, as well as the conduit (with pull tape) required for them.
 - c. Provide wall blocking and/or structural support as required at all AV device locations.
 - d. Provide an adequately sized AV room, with the necessary convenience power and HVAC systems to accommodate the required AV racks (provided and specified by others).
7. Security Systems
 - a. Locate and specify all door hardware and the correct hollow metal frames required for all security system devices. (Location provided by Owner).
 - b. Locate all CCTV security cameras and provide wall blocking and/or structural support as required at these device locations. (Location provided by Owner).
 - c. Specify the backboxes for the data and electrical power required for these security devices, as well as the conduit (with pull tape) required for them where the wiring pathway is restricted in walls and ceilings.
 - d. Provide adequately sized support spaces, with the necessary convenience power and HVAC systems to accommodate the security system equipment (provided and specified by others).

8. Teledata Systems

- a. Locate all data outlets as required through coordination with the Owner.
- b. Provide wall blocking and/or structural support as required at these device locations.
- c. Specify the backboxes for the data and electrical power required for these data outlets, as well as the conduit (with pull tape) required for them where the wiring pathway is restricted in walls and ceilings.
- d. Confirm the number and size(s) of the server racks needed by the Owner, and provide adequately sized support spaces, with the necessary power and HVAC systems to accommodate the teledata system equipment (provided and specified by others).
- e. All data devices, racks, and cabling are provided by and installed by the Owner.

9. Third-party cost estimation

10. Services in the Bidding and Negotiation Phase

11. Services in the Contract Administration Phase.

Phase One – Information Gathering and Schematic Design

Programming – BCI will meet with all appropriate parties to determine a preliminary program.

Design Meeting – BCI will conduct a design meeting with the Owner. After reviewing the Owner's project goals and requirements, the program will be refined and a preliminary floor plan will be produced.

Schematic Design – BCI will refine the building's plan and elevations to meet the Owner's requirements. Plans and perspectives will be provided for the Owner's review and approval. After approval from the Owner, Design Development Phase will commence. Services in this phase are defined in AIA Document B101, 3.2.

Opinion of Probable Cost of the Work – BCI will send the Schematic Design Development Package to a third-party cost estimator for a construction cost estimate.

Owner Reviews – We endeavor to bring the Owner along with the design process to allow them to provide input throughout. The Owner will also have a chance for formal reviews after the Design Meeting and after the production of the Schematic Design Package.

Meetings – There is not a limit of meetings with BCI in this phase, but the meetings with consultants are limited as follows:

- MEP Engineer – 1
- Structural Engineer – 1

Deliverables

D1. Schematic Design Package

- a. Floor Plan
- b. Narrative of structural, mechanical, plumbing, and electrical building systems

D2. Opinion of Probable Cost of the Work

Phase Two – Design Development

Design Development – For a project of this scope this phase is being eliminated.

Phase Three – Construction Documents

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Structural Engineering	Dean Engineering
MEP Engineering	To be determined
Cost Estimation	Pre-Construction Services, Inc.

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

Best Regards,

David M. Robinson, AIA



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

Date: November 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Background: To comply with National Bridge Inspection (NBI) Standards, the City of Shawnee is required to inspect all NBI bridges every other year. Staff would like to select the same entity that has done our inspections for the previous 3 cycles, they also do the inspections for Pottawatomie County. This resolution elects to use the same consultant that the County selects, Circuit Engineering District No. 4, 40002 Benson Park Road, Shawnee Oklahoma.

Financial Impact: None

Attachments: City_CI-2458_2021, Bridge Inspection Resolution 2024-2026

Staff Recommendation: Approval of the Resolution.

August 25, 2023

Dear City Official:

Re: Letter of Choice for City Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has prequalified six consulting firms to perform Local Government bridge safety inspections based on qualifications mandated by the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2024 and extend to March 31, 2026. This will be a two-year contract. A list of the prequalified inspection firms is provided. Funding will be 100% Federal funds. To comply with the National Bridge Inspection Standards and avoid federal-aid sanctions, all the Local Governments are required to do one of the following by **November 27, 2023**:

- (1) Select one of the consulting firms on the attached "Qualified Consultant List". You will be required to evaluate the Consultant's Letter of Interest (LOI) and the Consultant's response packet to determine which firms to interview. Please refer to the following web site:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

You must interview a minimum of three (3) firms and make your selection from the attached list of qualified inspection consultants. Phone interviews are acceptable, but we must have documentation from the interviews including who was on the committee, interview questions, and the ranking matrix that you had for the three (3) or more Consulting firms with their final composite scores. The interview committee must have three or more persons on it. Each member of the interview committee will need to sign a nondisclosure form (Please refer to the enclosures for a copy of this form).

- (2) You may elect to do bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified as mandated by the NBIS (National Bridge Inspection Standards - please refer to attached NBIS requirements) and as approved by ODOT Bridge Division. Payment will be based on actual rates and payroll additive for benefits, etc., and vehicle mileage rates.
- (3) Use the same firm that the County selects.
- (4) Let ODOT select for you.

*You are respectfully requested to make your choice before **November 27, 2023**, by Resolution stating your choice as noted above. In order to obtain the required contract signatures, our April time line is very tight. It is critical that we receive your resolution in a timely manner. If we do not hear from you by **November 27, 2023**, we will make the selection for you. **Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the following address: **e-mail is preferred**

Contract Administrator	Field District	Contact/Email
Kristen Wallace Project Management Division Oklahoma Dept. of Transportation 200 NE 21 st Street Oklahoma City, OK 73105-3204 Phone: (405) 204-2864 kdwallace@odot.org	Dis 1: (918) 687-5407	Kevin Arnold kwarnold@odot.org
	Dis 2: (580) 298-3371	Shane Miller SHMILLER@odot.org
	Dis 3: (580) 332-1526	Matthew Blakeslee mblakeslee@odot.org
	Dis 4: (580) 336-7340	Steven Gauthé SGauthé@odot.org
	Dis 5: (580) 323-1431	Dan Forbes DFORBES@ODOT.ORG
	Dis 6: (580) 735-2561	Bryson Ridley BRidley@odot.org
	Dis 7: (580) 255-7586	Dustin Vaughan dvaughan@odot.org
	Dis 8: (918) 838-9933	Matt Casillas MCASILLAS@ODOT.ORG

Once we receive your choice as noted above, the Department will contract with the consultant to do the bridge inspections. Please feel free to contact the Oklahoma Department of Transportation District Office in your area or Matt Mitchell MMITCHELL@ODOT.ORG in Local Government Division at (405) 780-0038 or Walt Peters wpeters@odot.org or Wes Kellogg WKellogg@odot.org in the Bridge Division at (405) 521-2606 with any questions you may have. When contacting the District, ask for the County Bridge Coordinator.

Yours sincerely,



Justin C. Hernandez, P.E.
Bridge Engineer

JH/wp

Enclosures

cc: Director
Chief Engineer
Director of Operations
Director of Engineering
County Bridge Coordinators
Prequalified Inspection Consultants

Field District Engineers
Project Management Division
Local Government Division
FHWA
ACCO

QUALIFIED Bridge Inspectors For CI-2458

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
Burgess & Niple, Inc.	Shaun Fillmore	Please use cell phone number	(405) 434-6525	shaun.fillmore@burgessniple.com
CEC Corporation	Aaron Finley	(405) 753-4620	(405) 651-0490	aaron.finley@connectcec.com
Consor Engineers, LLC	Dylan Lewis	(405) 563-9068	(405) 315-0963	dlewis@consoreng.com
Garver	Brad Thompson	(918) 250-5922	(918) 740-6386	brthompson@garverusa.com
Guy Engineering	Aaron Peck	Please use cell phone number	(918) 808-6547	aaron@guyengr.com
Walter P. Moore	Brent Bolerjack	(405) 493-0500	(405) 394-0875	BBolerjack@walterpmoore.com

Additional information pertaining to the consultants can be found at the following address:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

CI-2458, OFF-SYSTEM BRIDGE INSPECTIONS SERVICES

INTERVIEW PROCESS FORM

CITY OF _____

Date: _____

Interviewer Name: _____

Firm Name:	Firm Name:	Firm Name:
Ranking	Ranking	Ranking
Q1		
Q2		
Q3		
Q4		
Q5		
Q6		
Q7		
Q8		

Total Points			
--------------	--	--	--

Interview Committee Members: (print names)

(1) _____

(2) _____

(3) _____

CI-2458, OFF-SYSTEM BRIDGE INSPECTION SERVICES

Example Interview Questions

- 1. What experience does your firm have inspecting different types of bridges in your area.**
- 2. What ability and resources does your firm have to perform this type of work?**
- 3. What documents will your firm provide upon completion of the inspections?**
- 4. What quality assurance does your firm have to provide consistent accurate results?**
- 5. How accessible is your firm to get in touch with?**
- 6. What is your firms current work load?**
- 7. How will your firm react to critical findings?**
- 8. Why should we pick your Consultant Firm above the others?**

Interviewers Name: _____

National Bridge Inspection Standards (NBIS) Requirements:

Program Manager: Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department's QC/QA training.

Inspection Team: The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor's degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate's degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department's QC/QA training.

Assistant Team Leader: The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

EXAMPLE RESOLUTION for CI-2458

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2024 to March 31, 2026**

WHEREAS, the City of _____ has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of _____ has the following options:

- (1) Select one of ODOT's prequalified engineering firms.**
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- (3) Use the same consultant as _____ County.**
- (4) Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of _____ that it is their desire to select option #____ and choose

Name _____
Address _____

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2023

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
City Clerk

Cities Qualifying for a Bridge Inspection Contract

	CITY_NAME	County	District	Number Bridges	Total Inspections	Bridges Requiring Load Ratings	Population	Snooper Required
1	Ada	Pontotoc	3	8	8	1	16,481	No
2	Altus	Jackson	5	10	10	1	18,729	No
3	Ardmore	Carter	7	20	22	2	24,725	No
4	Atoka	Atoka	2	6	7	1	3,195	No
5	Bartlesville	Osage & Washington	8	28	33	3	37,290	No
6	Bixby	Tulsa	8	7	7	1	28,609	No
7	Blanchard	McClain	3	8	8	1	8,879	No
8	Broken Arrow	Tulsa & Wagoner	1 & 8	85	86	9	113,540	No
9	Chandler	Lincoln	3	6	7	1	2,858	No
10	Chickasha	Grady	7	27	27	3	16,051	No
11	Choctaw	Oklahoma	4	23	27	2	12,182	No
12	Claremore	Rogers	8	10	10	1	19,580	No
13	Collinsville	TULSA	8	7	7	1	7,881	No
14	Coweta	Wagoner	1	7	9	1	9,654	No
15	Del City	Oklahoma	4	23	29	2	21,822	No
16	Duncan	Stephens	7	33	36	3	22,692	No
17	Durant	Bryan	2	14	15	1	18,589	No
18	Edmond	Oklahoma	4	58	63	6	94,428	No
19	El Reno	Canadian	4	31	33	3	16,989	No
20	Elk City	Beckham	5	18	18	2	11,561	No
21	Enid	Garfield	4	69	69	7	51,308	No
22	Fairview	Major	6	10	11	1	2,740	No
23	Ft. Gibson	Muskogee	1	5	5	1	3,814	No
24	Grove	Delaware	8	5	5	1	6,956	No
25	Guthrie	Logan	4	12	13	1	10,749	No
26	Harrah	Oklahoma	4	8	10	1	6,245	No
27	Henryetta	Okmulgee	1	11	12	1	5,640	No
28	Jenks	Tulsa	8	13	13	1	25,949	No
29	Lawton	Comanche	7	93	97	9	90,381	No
30	Lone Grove	Carter	7	5	5	1	4,993	No
31	McAlester	Pittsburg	2	35	35	4	18,171	No
32	Miami	Ottawa	8	7	7	1	12,969	No
33	Midwest City	Oklahoma	4	24	28	2	58,409	No
34	Moore	Cleveland	3	26	26	3	62,793	No
35	Muskogee	Muskogee	1	21	25	2	36,878	No
36	Newcastle	McClain	3	6	6	1	10,984	No
37	Norman	Cleveland	3	78	80	8	128,026	No
38	Oklahoma City	Canadian, Clev, Okla	3 & 4	587	613	59	681,054	Yes
39	Okmulgee	Okmulgee	1	9	9	1	11,322	No
40	Owasso	Tulsa & Rogers	8	24	24	2	38,240	No
41	Piedmont	Canadian	4	13	13	1	7,402	No
42	Ponca City	Kay	4	15	15	2	24,424	No
43	Poteau	LeFlore	2	12	15	1	8,807	No
44	Sand Springs	Tulsa & Osage	8	7	8	1	19,874	No
45	Sapulpa	Creek	8	13	15	1	21,929	Yes
46	Seminole	Seminole	3	5	5	1	7,146	No
47	Shawnee	Pottawatomie	3	33	36	3	31,377	No
48	Stillwater	Payne	4	31	32	3	48,394	No
49	Tahlequah	Cherokee	1	24	27	2	16,209	No
50	The Village	Oklahoma	4	6	6	1	9,538	No
51	Tulsa	Osage, Tulsa, Wagoner	1 & 8	280	281	28	413,066	Yes
52	Tuttle	Grady	7	14	15	1.4	7,413	No
53	Weatherford	Custer	5	5	5	0.5	12,076	No
54	Yukon	Canadian	4	16	17	1.6	23,630	No

Nondisclosure Statement for Evaluation Team

Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

EC Number: 2458 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

List of Consultants for Evaluation

- | | |
|--|--|
| 1. <u>Burgess & Niple, Inc.</u> | 2. <u>CEC Corporation</u> |
| 3. <u>Conzor Engineers, LLC</u> | 4. <u>Garver, LLC</u> |
| 5. <u>Guy Engineering Services, Inc.</u> | 6. <u>Walter P. Moore & Associates, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

Evaluator Signature

Date

Printed Name

Printed Title

RESOLUTION NO. _____

CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT
FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS

Bridge Inspection Contracts for April 1, 2024 to March 31, 2026

WHEREAS, the City of Shawnee has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Shawnee has the following options:

- (1) Select one of Oklahoma Department of Transportation's (ODOT)s prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Pottawatomie County.
- (4) Let ODOT make your selection.

Therefore, BE IT RESOLVED, by the City of Shawnee, that it is their desire to select option No. 3 and to contract with:

Name: Circuit Engineering District No. 4
Address: 40002 Benson Park Road, Shawnee, Oklahoma 74801

as the engineer responsible for City bridge inspections as approved by the Oklahoma Department of Transportation.

PASSED and approved this _____ day of November, 2023.

Ed Bolt, Mayor

ATTEST:
(Seal)

Lisa Lasyone, MMC, City Clerk



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

Date: November 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution adopting a Code of Ethics for elected and appointed municipal leaders.

Background: The purpose of the City of Shawnee, Oklahoma Code of Ethics is to strengthen the quality of government through ethical principles, which would govern the conduct of elected officials and appointed citizen volunteers (i.e., Advisory Boards and Commissions) serving in an official capacity.

The proposed code of ethics is instrumental in maintaining transparency and integrity in municipal governance.

Financial Impact: None

Attachments: Code of Ethics Resolution, Code of Ethics

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CODE OF ETHICS FOR CITY OF SHAWNEE ELECTED
AND APPOINTED MUNICIPAL LEADERS

WHEREAS, the proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve;

WHEREAS, the City of Shawnee seeks to promote and maintain the highest standards of personal and professional conduct by the City's government;

WHEREAS, the City will benefit by having all elected and appointed officials subscribe to these values and take the time to understand how they apply to their specific responsibilities; and

WHEREAS, the City seeks public confidence in the City's services and public trust of its decision-makers and accordingly has determined that our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Commission of Shawnee, Oklahoma, hereby adopt the attached Code of Ethics to guide the elected and appointed municipal leaders in their decision-making and public service.

PASSED AND APPROVED this ____ day of November, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Code of Ethics

The purpose of the Code of Ethics for the City of Shawnee, Oklahoma is to strengthen the **quality of government through ethical principles**, which shall govern the conduct of elected officials and appointed citizen volunteers serving in an official capacity.

We shall:

- Be committed to the public good by faithfully working for the collective benefit of City residents, prioritizing community well-being over personal interest.
- Be dedicated to the highest standards of honor and integrity in all official duties as well as public and personal relationships; seek no favors; and do not profit by way of confidential information or by misuse of public resources.
- Be respectful and treat all individuals with respect, dignity, and fairness, fostering an inclusive environment and valuing diverse perspectives.
- Keep the community informed on municipal affairs; encourage communication between the citizens and municipal officers; and build community trust.
- Be dedicated to the concept of effective and democratic government by way of respectful and civil public deliberations, unless legally confidential.
- Base decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Accept responsibility for actions and outcomes.
- Comply with both the letter and the spirit of laws and policies affecting the operations of government and the quality of life for residents.
- Commit to ongoing learning and development to better serve the community, engaging in educational opportunities to stay informed and apprised of issues.

I have read the Code of Ethics and agree to abide by it to the best of my ability.

Signed on this _____ day of _____, 20____.

Signature

Position

Printed Name



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

Date: November 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution adopting the Board of City Commissioners - Best Governance Practices Handbook.

Background: In the City of Shawnee's pursuit of effective and accountable governance, City staff has adapted the Oklahoma Municipal Assurance Group's template to develop a "Best Governance Practices" handbook. The comprehensive guide serves as a compass, navigating the complexities and responsibilities inherent in serving the City of Shawnee in the capacity of an elected leader.

This handbook encapsulates the fundamental principles, ethical standards, and strategic insights essential to fostering an environment of transparency, collaboration, efficacy, and responsive municipal leadership. Embracing these best practices will not only enhance the City's governance but also strengthen the bond between our administration and the citizens we serve.

Financial Impact: None

Attachments: Governance Practices Handbook Resolution, Shawnee Governance Handbook

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE BOARD OF CITY COMMISSIONERS – BEST GOVERNANCE PRACTICES HANDBOOK.

WHEREAS, Municipal government must be stable, predictable, reliable, and consistent in how we do business;

WHEREAS, Municipal government experience should be fulfilling for everyone involved, from the elected officials through all levels of City administration and operation; and

WHEREAS, the City must establish appropriate roles, purpose, communication, and mutual respect to build the foundation for effective governance, which is fundamental for sustained growth and incremental improvement.

WHEREAS, the City seeks to provide a comprehensive guide to serve as a compass, navigating the complexities and responsibilities inherent in serving the City of Shawnee in the capacity of an elected leader.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Commission of Shawnee, Oklahoma, hereby adopt the attached Board of City Commissioners – Best Governance Practices Handbook. The Handbook may be updated from time-to-time as necessary.

PASSED AND APPROVED this ____ day of November, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK



Best Governance Practices Handbook



City of
Shawnee
OKLAHOMA





Best Governance Practices Handbook

Approved by

Shawnee Board of City Commissioners

on November ____, 2023

Adapted from a template created by



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INTRODUCTION

Thank you for having chosen to serve and “conduct the public’s business” as a City Commission Member for the City of Shawnee. Although you may have been active in civic affairs or other political arenas, as a City Commission Member, you are subject to laws, rules, and policies that you may be unfamiliar with. Educating yourself and creating a more stable local government should be the goal of all government officials. This handbook aims to support you in this endeavor.

BEST PRACTICES FOR BUILDING STABILITY

In addition to following federal and state laws, as well as the Shawnee City Charter, Ordinances, and City Codes, like many cities, Shawnee has also resolved to establish “best governance practices” and policies. We all want the following from and for our City government:

- **Steady:** Our government must be stable, predictable, reliable, and consistent in how we do business. This stability builds trust.
- **Fulfilling:** Our City government experience should be fulfilling for everyone involved, from the elected officials through all levels of City administration and operation. We get there by setting strong goals, accomplishing good projects, and leaving the City better than we found it.
- **Effective:** We establish appropriate roles, purpose, communication, and mutual respect to build the foundation for effective governance, which is fundamental for sustained growth and incremental improvement.

The more stable the City of Shawnee is, the more fulfilling and effective the City Commission’s public service will be. Developed over time, the following ten focus areas were identified as determinants of how well a community functions. An annual review may be useful to measure improvement.

- **Municipal Finances:** Does the City have enough money to operate?
 - a. Create a written policy, approved by Commission resolution, that establishes financial goals for the City and gives clear direction to staff.
 - b. Determine an appropriate reserve policy with realistic goals.
 - c. Provide clear, simple, monthly reports to elected officials.
- **Governing Body:** How stable is the City’s governing body?
 - a. Hold an annual training for City staff and elected officials related to meeting protocols.
 - b. Set aside time for an annual retreat to set goals.
 - c. Meet regularly with staff to ensure all are working on the projects that are important.
 - d. Have a code of ethics for elected officials.
 - e. Be professional.
- **Meetings:** How good are the City Commission and Authority meetings?
 - a. Conduct effective business meetings.
 - b. Have respect for fellow elected officials.
 - c. Define and abide by clear meeting rules.
 - d. Invite public input that is limited to agenda topics.
 - e. Attend meetings in other cities and learn from them.

- **Employees:** How good is the City's workforce?
 - a. Instill pride in the employees' work.
 - b. Support and improve employee uniforms and appearance.
 - c. Provide competitive salaries and benefits.
 - d. Create a team spirit and work toward a common goal.
 - e. Show appreciation to City employees.
- **Public Image:** What does the public think of the City of Shawnee?
 - a. Have professional and productive meetings.
 - b. Emphasize what the City does well.
 - c. Improve the appearance of City properties.
 - d. Maintain and improve City equipment.
 - e. Show appreciation to vendors.
 - f. Pay vendors and invoices on time.
- **Crisis Management:** How does the City handle a crisis?
 - a. Understand everyone's role in emergency management.
 - b. Practice emergency response operations before an event.
 - c. Have elected officials tour emergency management facilities and understand their role.
- **Economic Development:** Is the City involved in economic development?
 - a. Set goals for economic development.
 - b. Explore economic development for City-owned land.
 - c. Retain an economic development director or contract.
- **Planning & Goal Setting:** How well does the City plan and set goals for major projects?
 - a. Hold a regular goal setting meeting and document results.
 - b. Consider short- and long-term planning and goals.
 - c. Establish clear communication and include action steps.
- **Administration:** How stable has the City's upper management been?
 - a. Identify the strengths and weaknesses of the working relationship.
 - b. Communicate clear expectations.
 - c. Build and maintain trust between the City Commission and the City Manager.
- **Communication:** How well does the City communicate?
 - a. Create an agreed-to communications system, that may include:
 - i. Weekly reports
 - ii. Annual reports
 - iii. City newsletter
 - iv. Employee newsletter
 - v. Email of important events
 - b. As needed, have Commission-established committees.
 - c. Establish informal times for elected officials to connect with the City Manager.

The City of Shawnee continuously to work on mastering these areas to achieve greater stability.

BEST PRACTICES FOR BUILDING ACCOUNTABILITY

Many of the best governance practices deal with public transparency, Commission accountability and understanding of City operations, and City staff responsibility. In the City of Shawnee, these accountability practices encompass the following:

- **Elected Official Accountability:** The Commission shall ensure their accountability by:
 - a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
 - b. The implementation of “transparency” policies and processes to make information about City government easily accessible to the public.
 - c. The use of well-defined purchasing policies of the City to ensure management and staff have clarity concerning the purchasing policies and expectations of the City.
 - d. The use of committees dealing with topics as the Commission deems appropriate, including financial and project-related oversight.
 - e. An annual training event to review ethics, finances, and operations, and to address the expectations and goals of the City, including a self-assessment of the accomplishments and improvements needed by the City Commission and City Management to achieve the goals of the City.
 - f. A “Code of Conduct” for the Commission that is reviewed annually by the Board of City Commissioners and readily available for Commission reference.
- **Management and Staff Accountability:** The Commission shall ensure management and staff accountability by:
 - a. An annual evaluation and review of the City Manager to include input from the department directors of the City and copies of the City Manager’s W2 and reimbursements for the year.
 - b. An annual strategic planning session with management to evaluate the satisfaction of expectations and goals of the City for the immediately preceding year and to ensure that the expectations and goals of the City have been met and are clearly defined for both the Commission and management in the coming year and years.
 - c. Monthly financial and expenditure reports provided to the Commission on a timely basis.
 - d. Direction to all City employees that a “whistleblower” policy exists for the City.
 - e. Strict observance of municipal budgeting laws and purchasing policy of the City.
 - f. An annual report of the departments of the City that outlines the activities of each department, including the risks, liabilities and any litigation involving the City.

Setting these accountability standards supports City stability and continuity in operations.

COUNCIL-MANAGER FORM OF GOVERNMENT

Understanding the role of the City Commission with City employees begins with understanding the respective roles of the parties. In Shawnee's Council-Manager form of government, the City Commission serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day-to-day operations. The Commission is tasked with the appointment of the City Manager, Municipal Judge, City Attorney, and City Treasurer, and the City Manager, and not the Commission, is responsible for all other employees of the City.

Regardless of the above, in most cities one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Commission in personnel matters. This specific issue has, for whatever reason, caused continuing problems through the years. **Title 11, Oklahoma Statute (O.S.), Section 10-107** specifically and clearly deals with this issue by providing that City Commission Members may not:

- Direct or request the City Manager to appoint or remove officers or employees;
- Participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law;
- Give orders on ordinary administrative matters to any subordinate of the City Manager, either publicly or privately.

There are many examples of which direction given to employees by a Commission Member can result in difficulties and a violation of the law by the City Commission Member. The following specific examples are examples of conduct that should be avoided:

- Commission Members should not appear at City Hall or any other department of the City and direct office personnel to perform any duties on behalf of the Commission Member; if anything is needed from City employees, that request should be directed to the City Manager, who can then communicate that request to the appropriate employee;
- Commission Members should not appear at emergency scenes and expect to have any input into the handling of the situation any different than any other citizen;
- Commission Members should not appear at public work sites and offer suggestions as to how the work can be better performed; again, any input of that type should be directed to the City Manager, who can then communicate that direction, if appropriate, to the employees involved.

Summarized in general terms, the Commission should consider themselves no more than ordinary citizens when it comes to City employees and public facilities. In the Council-Manager form of government, the Commission serves as a policy making, legislative body and does not manage day-to-day operations. Those duties are left exclusively to the City Manager.

The Commission should also be aware that certain City employee groups are represented by state sanctioned unions. In some instances, the Unions may attempt to place pressure on Commission Members to side with them in contract negotiations. It is important for Commission Members to limit their interaction with the Unions to the appropriate channels. Private or informal meetings between Commission Members and Union Representatives would circumvent not only City staff attempts to resolve any disputes but also undermine the authority of the Commission as a whole.

OVERVIEW OF ROLES & RESPONSIBILITIES

In addition to the overview provided here, please consider other resources that define the roles and responsibilities of elected officials, including the Oklahoma Statutes, the Shawnee City Charter, the Shawnee City Code, and the Municipal Handbook by the Oklahoma Municipal League.

POLICY ROLE OF THE CITY COMMISSION

Commission Members shall respect and adhere to the structure of the City government as outlined by Oklahoma Statutes and City Charter. Except as where specifically allowed by statute, Commission Members should not interfere with the administrative functions of the City or the professional duties of City staff, nor should they impair the ability of staff to implement Commission policy decisions.

It is important to note that City Commission Members do not receive a salary or compensation for any service rendered to the City but may be reimbursed for expenses incurred in the discharge of their official duties.

MAYOR

- Acts as the official head of the City for all ceremonial purposes and military law.
- Chairs Commission meetings.
- Calls for special meetings.
- Is recognized as spokesperson for the City.
- Selects substitute for City representation when Mayor cannot attend.
- Makes judgment calls on proclamations.
- Recommends subcommittees, as appropriate, for Commission approval.
- Leads the Commission into an effective, cohesive working team.
- Signs documents on behalf of the City.

VICE MAYOR

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs Board meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor.
- Moves or makes motions on agenda items at Commission meetings.

BOARD MEMBERS

- All members of the City Commission, including those serving as Mayor and Vice Mayor, have equal votes.
- No one Commission Member has more power than any other Commission Member, and all should be treated with equal respect.

RESPONSIBILITY OF ALL BOARD MEMBERS

- Fully participate in Board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other Board members, and employees of the City.
- Prepare in advance of meetings and be familiar with issues on the agenda.

- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.
- Provide contact information to the City Manager in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Commission procedures, such as this handbook.

MEETING CHAIR

The Mayor will chair official meetings of the City Commission unless the Vice Mayor, or another Commission Member is designated as chair of a specific meeting. The Chair shall:

- Maintain order, decorum, and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration.
- Make parliamentary rulings with advice, if requested, from the City Manager, who shall act as an advisory parliamentarian.

REQUESTS OF CITY STAFF

Commission Members have the right to request information, statistics, copies of documents, tapes of meetings, etc., of City staff via the City Manager, Assistant City Manager, or City Attorney. In these requests, the City Commission Members are respectfully asked to practice reasonableness.

OPERATIONAL ROLE OF THE CITY STAFF

While policies and ordinances are set by the City Commission, the day-to-day operations of the City are overseen by the City Manager. He/she works collaboratively with the City's department heads and management team to ensure the provision of essential services to Shawnee residents. The City's Organizational Chart is shown on the following page.

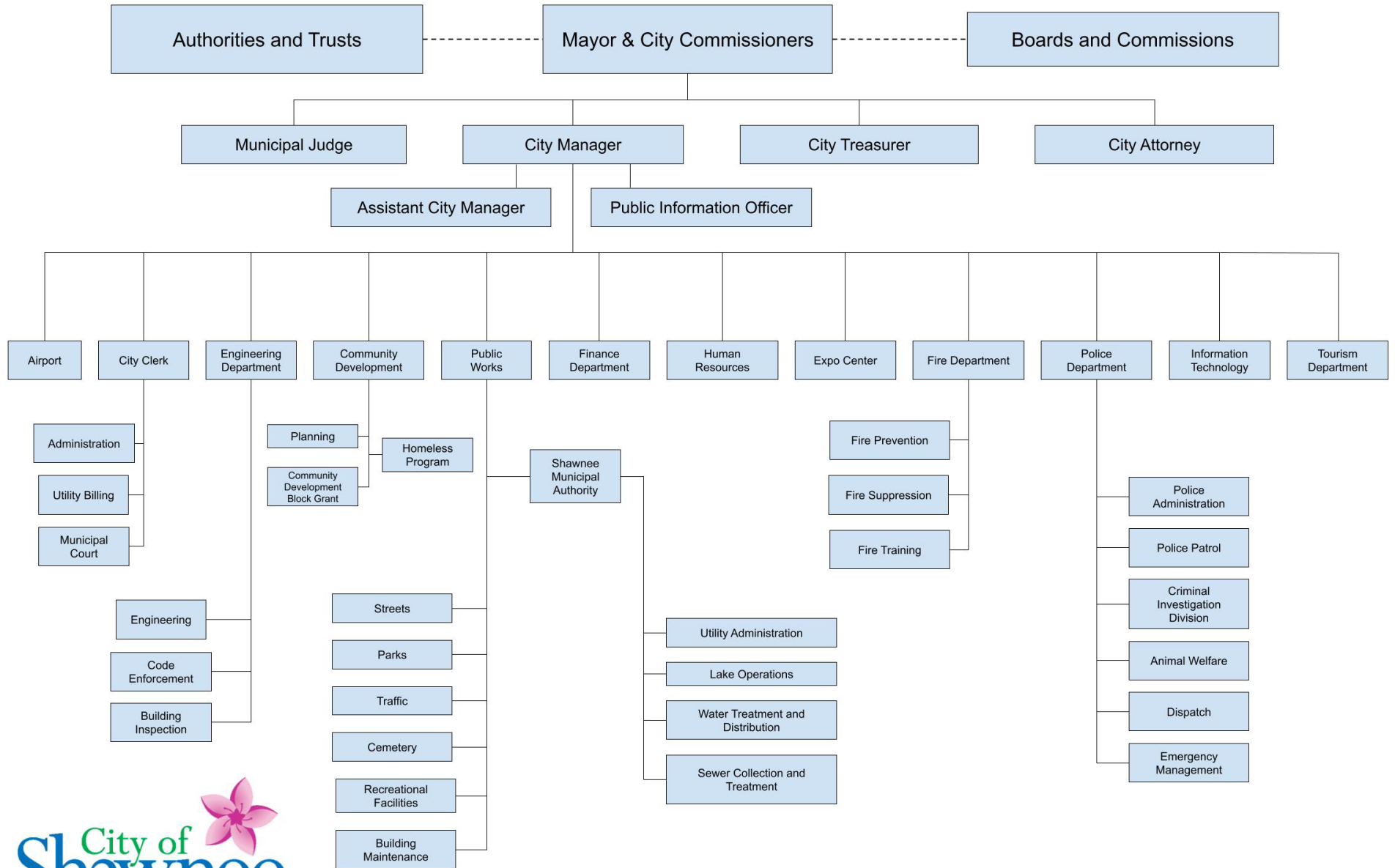
CITY MANAGER

The City Manager is the chief administrative officer of the City. The authority, duties, and responsibilities of the position are outlined in the **City Charter, Article V** and the **City Code, Chapter 2, Article III, Sections 2-92 to 2-104**. The City Manager is accountable to the City Commission and in accordance with the terms of his/her employment contract. All other City employees are hired, fired, and promoted according to the terms of the Personnel Manual, with the exception of the Municipal Judge, City Attorney, and City Treasurer, who are appointed by the City Commission.

ASSISTANT CITY MANAGER

The Assistant City Manager assists the City Manager in all work of the City Manager's Office in whatever manner and respect necessary and as directed by the City Manager. In the absence of the City Manager, the Assistant City Manager will assume the role of the Acting City Manager.

City of Shawnee Organization Chart



CITY ATTORNEY

The City Attorney works under the supervision and control of the City Commission and in accordance with the **City Charter, Article III, Section 10** and the **City Code, Chapter 2, Article IV, Sections 2-147 to 2-156**, and the terms of his/her contract. The City Attorney is chief legal advisor to the City, versed in municipal law and accessible to City Commission Members for the purpose of discussing City business. He/she may be designated to represent the City in any proceedings before the court, or to perform any such other duties as may be deemed necessary by the City Commission.

CITY CLERK

The City Clerk's duties are also outlined in the **City Code, Chapter 2, Article IV, Section 2-181**. This position provides advice and information to Commission Members in regard to City documents, such as ordinances, resolutions, or approved contracts and agreements. Commission Members may contact the City Clerk directly regarding clerk duties.

CITY TREASURER

The City Treasurer is appointed by the Board of Commissioners. This position is charged with maintaining a general accounting system for the City Government and provides advice and information to Commission Members in regard to budgets, expenditures, financial positions, and financial statements. Commission Members receive regular expense reports from the City Treasurer.

SUCCEEDING AS AN ELECTED OFFICIAL

Three key points are instrumental in guiding Commission Members to success in municipal governance – 1) having a **clear long-term vision** that aligns with the community's needs, 2) effecting action that is **financially feasible and sustainable**, and 3) all while conducting themselves in a welcoming and **professional manner**, free of verbal attacks.

POLICYMAKING

Public policy determines what services will be provided to the residents and the level of those services, what kinds of development will occur in the community, and it determines what the community's future will be. Elected officials have public policy-making responsibilities. Because adopted policies affect everyone in the community in some way, the very best is demanded of public officials. Therefore, there are three major tasks elected officials have when creating policy:

1. SET GOALS

To effectively govern, elected officials must first define clear, concise, and achievable long-term goals for the City. Goals should integrate subject matter expertise and community feedback, be based on comprehensive data analysis, and further the public's best interest. It may be prudent to focus on a limited set of high-impact goals to ensure effective resource allocation. Care should also be taken to remain flexible to adapt goals based on changing needs and circumstances. Without a vision, it can be easy to lose sight and direction of a policy's purpose and importance to the community.

2. FORMULATE POLICY

Elected officials must develop policies that directly support and align with identified goals.

Throughout the policy-making process, officials should consider a range of alternatives, identify potential consequences, and analyze any intended and unintended impact a policy may have. As it can be difficult to determine what a “good for all” policy is, the following criteria may be helpful:

- The policy has public support, is relevant to the goal, and addresses an issue or problem that is generally perceived as significant to the community.
- The policy is fair and equitable and does not impose disproportional impacts on certain groups.
- The policy can be implemented, has a reasonable chance of success, there are clear assignments for responsibilities for implementation, and its results are measurable.

3. MONITOR RESULTS

Lastly, elected officials should establish clear, measurable indicators to track progress and success. There is always a risk that policy decisions will not accomplish their intended goal or have an unintended negative impact. To gauge effectiveness, continuous monitoring of outcomes is necessary. One way to monitor the results of a policy is to get regular reports and updates. Good monitoring systems may provide early warning of failure and the opportunity to alter or abandon a policy before the policy negatively affects the public.

FIDUCIARY DUTIES

Shawnee citizens delegate governing authority to elected officials for the purpose of creating laws that impact the community and exercising discretion over the public treasury. The public official, once elected, appointed, or hired, must be in possession of specialized governmental knowledge and the ability to advise, deliberate, and participate in the representative process. Shawnee citizens also trust that the elected official will act in the public’s best interest. As fiduciary agents, City Commission Members are under rigorous obligations to ensure compliance with related responsibilities:

1. THE DUTY OF OBEDIENCE

The duty of obedience requires that an elected official ensures compliance with applicable laws and regulations, acts in accordance with the City’s own policies, and carries out the Commission’s mission to serve their constituents appropriately. Public officials should not engage in unauthorized activities.

2. THE DUTY OF LOYALTY

Elected officials have an absolute obligation to put the public’s interest before their own direct or indirect personal interests. The elected official breaches this obligation when he/she benefits at the

Understanding the regulatory and contextual environment within which the city and elected officials must work is vital to good governance.

Below are QR codes that connect directly to pertinent resources.

Title 11
Oklahoma Statute



Shawnee
City Charter

Shawnee
City Code



Administrative
Reports

public's expense. Prohibited benefits can be financial (such as engaging in "pay-to-play" politics- or participating in decisions that favorably impact an official's business, property, or investments), career

related (such as using public office and/or public resources to obtain future employment or political position), or personal (such as benefiting family members or close associates). Note that when general ethical duties to family or friends' conflict with duty to the public, public duty must prevail.

Management of municipal finances is highly complex.

Below are QR codes that connect directly to pertinent resources.



Municipal
Budgeting



Funds &
Restrictions



Shawnee
Financial Information

3. THE DUTY OF CARE

The of duty care requires that the elected official competently and faithfully execute the duties of the office. Under duty of care fall such obligations as the duty to manage assets competently and be good stewards of the public treasury, to use due diligence in the selection and supervision of the City Manager, to follow the rules, and to uphold the constitution and laws of the jurisdiction. Examples of breach of this duty include failure to attend meetings, failure to investigate, failure to engage in the deliberative process, and failure to vote.

BOARD CONDUCT WITH THE PUBLIC

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Commission Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

1. BE CALM AND CARING

Commission Members should be welcoming of speakers and treat them with care and gentleness: Such treatment during public hearings may prevent emotions from escalating to a higher level of intensity.

2. PRACTICE ACTIVE LISTENING

Commission Members should actively listen. It is fine to look down at documents or to make notes, but care must be taken not to give the appearance of disinterest. Elected officials should also be aware of their facial expressions, especially those that could be interpreted as smirking, disbelief, anger, or boredom. If speakers become flustered or defensive, it is the responsibility of the chair to calm and refocus the speaker and to maintain the order and decorum of the meeting. Questions by elected officials to a testifying member of the public should seek only to clarify or expand on information. It is never appropriate to aggressively challenge or belittle the speaker. Furthermore, Commission Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

3. FOCUS ON THE ISSUE NOT THE PERSON

Commission Members should never launch personal attacks of any kind, under any circumstance. Elected officials should also be aware that their body language and tone of voice, as well as the words they use, may appear to be intimidating or aggressive.

SURVEY FEEDBACK FOR ELECTED OFFICIALS

The following comments are the result of a survey that was submitted to numerous officials, representing many of the municipalities in Oklahoma. The responses may serve as a guideline for elected officials, both new and established.

- The **best** elected officials possess the following traits:
 - A genuine desire to benefit the public being served, not just a constituency that may have elected them.
 - A willingness to seek training or other learning opportunities.
 - A willingness to look at options before a decision is made.
 - Honesty, knowledgeable, consensus-builder.
 - A desire to share their insights and experience with similar entities.
 - High moral and ethical standards that supersede legal standards.
 - A willingness to work together as a team towards common goals.
 - A willingness to take the time to research all sides of an issue before making a final decision.
 - An appreciation that there will be times when everyone will not agree.
 - A willingness and ability to communicate.
 - Understands that we are all human and sometimes make mistakes.
 - Thoughtful, consistent, supportive, responsible, practical, and intelligent.
- The following conduct by an elected official is **most damaging** to a municipality:
 - Attempts through private meetings to make decisions that should be part of open meetings.
 - Attempts to subvert the ordinary chain of command by giving orders to staff.
 - Making “busy” work for staff.
 - Using the position for financial gain for themselves or individuals and using the position to only further the agenda of certain individuals, or certain groups of individuals.
 - Self-serving or vindictive decision making.
 - Making very important decisions without fully researching all the issues.
 - Believing and buying in to people who only tell you part of a story – the part that best suits them and their motives.
 - Having a “plant” at City Council meetings to perform the dirty work for a Councilmember.
 - Believing “everything” that they hear on the street or read in the local newspaper.
 - The “gotcha” member. They wait until the meeting to ask questions often only to make themselves look good at the cost of making others look bad. They often distrust staff, their fellow members, and revel in failures more than successes.
- The following conduct by an elected official is **most beneficial** to a municipality:
 - An intelligent search for ways to make the city and the lives of its citizens better, safer, and more productive.
 - Working with other elected officials and staff to make decisions that benefit all citizens.
 - The newly elected official should keep his/her mouth closed and ears open for the first several months while they learn the parameters of what they can or more especially cannot do in their elected capacity.
 - They should research the history of the issues of the day by asking questions from all sides and make sure they listen more than they speak.
 - They must be fully informed to maintain credibility.
 - Maintaining an open mind. Being positive and calm.

PUBLIC MEETINGS

The State of Oklahoma has one of the more stringent Open Meetings Act (OPA), which is captured in Title 25 of the Oklahoma Statutes. All meetings of committees, sub-committees and/or ad hoc committees are generally subject to the OPA. The Act clearly defines what constitutes a meeting, how public meetings should be announced, outlines meeting structures, details exemptions for executive meetings, and more.

OPEN MEETING ACT SUMMARY

Meetings of public bodies (such as City Commissions) are governed by the Oklahoma Open Meeting Act. **A violation of the Open Meeting Act can result in criminal charges against the individual Commission Member.** The Open Meeting Act has four areas that cause the most concern:

- **Defining Meeting:** The Open Meeting Act defines a meeting as “the conducting of business of a public body by a majority of its members being personally together.” Thus, by the definition, an informal get-together involving four Commission Members can constitute a “meeting.” Further, there is no requirement that there be a vote taken, but only discussion.

Meetings cannot be held unless an agenda is posted, and the public is advised that the meeting is going to take place. Therefore, to avoid any type of problem with an illegal meeting, each of the Commission Members should be especially careful to avoid any discussion of any City business, or any matter indirectly related to City business, at any time in which four or more Commission members are present. It is the responsibility of the individual Commission Member to avoid this problem. Telephone, computer communication, emails, and text messages by a majority of Commission Members is also prohibited. **Further, extreme care should be taken regarding discussions held either immediately before or immediately after Commission meetings.**

- **Notice and Agenda:** State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, with the exception of new business that is discussed later, it should not be discussed or acted upon at a meeting of the Commission. (If four of Shawnee’s elected officials meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)
- **Consent Agenda:** A consent agenda is used by cities to allow approval, by one vote, of several items that are considered routine. Staff will recommend those items that are included; any Commission Member who wants a vote on any individual item can remove the item from consent. Additionally, the Commission can discuss any consent issue without removing it from the consent agenda.
- **New Business:** New business for purposes of the Open Meeting Act is defined as “any matter not known about, or which could not have been reasonably foreseen prior to posting of the agenda.”

Based on the above definition, if an item arises, either from the Commission or from the public, under the New Business portion of the Commission agenda, the first question by the Commission should be whether that matter could have been placed on the agenda. If it could have, and was not,

it should not be discussed and no action should be taken; the matter should be placed on the next agenda so the public, not just those present at the meeting, will be on notice that the City may take some action regarding that item. The same is true regarding items the Commission wishes to discuss at the meeting; unless the item to be discussed is one that could not have been placed on the agenda, it should not be raised by Commission under New Business. There is a mistaken assumption many times that New Business is a general catch-all that can be used to discuss any item.

There is no requirement under the Open Meeting Act that the Commission allow the public to appear at a meeting and discuss any item they want under the “New Business” portion of the agenda. The only purpose of the New Business portion is to allow the Commission to discuss those matters that are not on the agenda because they could not have been placed on the agenda solely related to the time in which they arose.

CONDUCTING A CITY COMMISSION MEETING

It is useful for new Commission Members to become familiar with how this chairing is done in order to facilitate the work of the Mayor or Vice Mayor.

MAYOR'S/VICE MAYOR'S DUTIES

Each year the Commission elects a Vice Mayor who stands in for the Mayor when he/she must be absent from Commission meetings. The Mayor/Vice Mayor chairs the Commission and Authorities meetings and work sessions.

VOTING

All business of the Commission shall be transacted by a majority of affirmative votes of Commission Members present except when law requires a greater number, such as ordinances that include an emergency clause.

All questions put to the Commission shall be voted either affirmatively or negatively and each Commission Member shall vote unless excused (or abstained) for stated reasons before the votes are called for. Any Commission Member excused from voting shall not participate during the debate of such item.

DECORUM IN DEBATE

In debate, Commission Members' remarks must be germane to the question before the assembly—that is, statements must have bearing on whether the pending motion should be adopted.

Commission Members should refrain from attacking another Commission Member's motives. A Commission Member can condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances should he/she attack or question the motives of another Commission Member.

In debate, the maker of a motion, while he can vote against it, is not allowed to speak against his own motion. If he/she changes his mind while the motion he made is pending, he can, in effect, advise the assembly of this by asking permission to withdraw his motion.

A Commission Member has no right to read from any paper or book as part of his speech without permission of the assembly. Commission Members are usually permitted to read short, pertinent, printed extracts in debate, so as long as they do not abuse the privilege.

TV CAMERAS

City Commission Members should become comfortable with the idea that meetings are recorded live and are then aired on the Civic Clerk Agenda platform, Cable Channel 3, the City's YouTube Channel, and any other live streaming platform. Commission Members most likely will not think about the camera as it is not noticeable. It normally does not focus on just one individual but has either the entire Commission in its view or at least a group of three.

MANAGING THE MICROPHONE

The microphones are turned on at the start of the meeting and remain on throughout the meeting until adjournment. If a Commission Member wishes to speak privately to the colleague next to them, it is advised to do so prior to the meeting, away from the microphones. To avoid the microphone being directly in front of a Commission Member's face, City Commission Members should move the microphone downward, so that it does not distract the viewers. It is also recommended that City Commission Members lean toward when speaking and avoid bumping the microphone with their hands, laptops, or other objects.

AGENDA PREPARATION, STUDY, AND CONTENTS

The City Manager is charged with establishing the Commission agenda. The Assistant City Manager, City Clerk, and the department heads assist in formulating the agendas, and the agenda is reviewed by the City Attorney. Councilmembers may place an item on the agenda. Such requests should be made to the City Manager at least two weeks prior to the agenda being posted.

The agenda is published, posted, and emailed on Thursday for the regularly scheduled meetings, and the Commission Members are advised that they have from then until the Commission meeting on Monday to study the agenda items. In order to make reasoned decisions, the Commission Members should read all of the accompanying materials. This takes time, and it is recommended that time should be set aside to do this studying. If questions arise for which the Commission Members need answers, it is recommended that they have them ready to discuss with the City Manager, Assistant City Manager, or City Attorney by Friday. Without time to research and prepare, it may be difficult for the City Manager, Assistant City Manager, or department heads, who will be in attendance at the Commission meeting, to answer significant and previously unanticipated questions. To ensure the best possible information and associated outcomes, it is recommended that City Commission Members afford City staff the time to prepare relevant and necessary responses. This practice is reflective of good preparation for both the City Commission as well as the City staff, and it is likely to ensure better outcomes for the community.

It is important to note that, if a conflict of interest exists, a City Commission Member must recuse him/herself from any discussion or vote on the item. The requirements for recusal vary. Prior to the meeting, the City Attorney may be contacted to assist Commission Members with questions regarding conflicts of interest or the need for recusal.

CITIZENS PARTICIPATION

At every regular City Commission meeting, a time for citizen participation is placed on the agenda before the Commission takes up its regular business. Citizens' participation is limited to that portion of the meeting, except when related to public hearings. Citizens may discuss City-related business, regardless of whether it is included on the meeting agenda. Related rules are codified in the Shawnee **City Code, Section 2-41**.

It is important to remember that this portion of the meeting is not a “question-and-answer” session and City Commission Members must not enter into a dialogue with the speaker except to ask for clarification. Commissioner Members may respond to speaker's comments, although that has not been the observed practice during the Citizens Participation portion of the meeting. Furthermore, all Commission Member responses are subject to rules of the Oklahoma Open Meeting Act, which stipulates that items not posted on an agenda should not be discussed or acted upon at a meeting of the Commission.

CONSENT AGENDA

The Consent Agenda is at the beginning of the agenda and usually consists of routine items such as minutes, committee reports, etc. If there is an item on the Consent Agenda that Commission Members wish to have removed for independent discussion, specific questions, or the need for more information prior to voting, Commission Members are advised to give the Mayor or City Manager advance notice, even if it is just before the meeting convenes. The item can then be removed from the consent agenda, and it is subsequently discussed and voted on separately.

AMENDING AGENDA ITEMS

Sometimes the need to amend agenda items becomes apparent during discussion at the Commission meeting. At other times, some advance knowledge is given to Commission Members that an amendment is perceived as necessary. In the latter case, the agenda may be amended if done so within the required timeframe for posting the agenda, 24 hours for regularly scheduled meetings and 48 hours for special meetings. On rare occasions, an item can be added as new business where it was not known in sufficient time to place it on the agenda.

POSTPONING AGENDA ITEMS

Items may be postponed upon a majority vote of the Commission and for good reason after adequate discussion. Oftentimes, the public may present a strong-enough case to cause the Commission to vote for “postponement for further study” or a “deferral to a future meeting.” Commission Members are advised that their votes on the agenda deserve careful study, and that they should keep an open mind for valid arguments from both City Commission colleagues as well as the public that could potentially lead to a change in the City Commission Members' vote.

RESOLUTIONS

Resolutions do not have the force and effect of law. Generally, a resolution is an action of a temporary character, and does not set a permanent rule of government. Resolutions may include supplemental appropriations where money received through a grant or donation is placed in the

appropriate fund, supporting or commending a certain group, organization, or event, setting election dates, setting fees such as gym fees, required as part of a Note or Bond, and so on.

ORDINANCES

New and Amended ordinances may arise from a department through the City Manager or City Attorney seeing a need for them, through the Planning Commission, or through a Commission Member's request. Every proposed ordinance title shall be read and a vote of the majority of all Commission Members shall be required for its passage.

Please note, this requires an affirmative vote of the majority of all Commission Members, not just the Commission Members present, therefore four (4) affirmative votes are required for passage. If adopted, the ordinance becomes effective in 30 days. Emergency ordinances are the exception. The emergency clause requires an affirmative vote of at least three-fourths (3/4) of the Commission Members, again all Commission Members, not just Commission Members present, therefore six (6) affirmative votes are required for passage. If the emergency clause is adopted, the ordinance becomes effective immediately rather than in 30 days.

Ordinances are the permanent law of the City and affect all of its citizens, so each ordinance should be studied carefully.

COMMISSION COMMENTS

During the portion of the meeting specifically designed to allow City Commission Members to speak freely, care must be taken to not discuss any new City business. Instead, Commission Members have the opportunity to alert the citizens of upcoming community events and provide known answers to questions raised during the "Citizens Participation" portion of the meeting. In addition, Commission Members may request that City staff bring certain items for the City Commission's consideration at the next meeting or that they be provided with additional information in the form of a Staff or Administrative Report.

EXECUTIVE SESSIONS

Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public officer or employee.

Executive sessions cannot be used to discuss general personnel issues of the City or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session; therefore, executive sessions are limited to the specific item to be discussed and other general City business cannot be discussed at that time. Any action taken because of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present – the "City," and not the individuals present, own that right to confidentiality and only the "City" by a vote of the elected officials can agree to disclose the private discussion.

SPECIAL CALL MEETINGS

Special meetings may be called at the discretion of the chair in order to conduct business that needs action prior to the next regularly scheduled meeting. The same rules regarding posting, attendance and quorum shall apply.

SOCIAL GATHERINGS OF COMMISSION MEMBERS

Purely social gatherings, such as holiday parties, cookouts, open houses, etc., to which all of the Commission Members are invited, do not require a public notice. However, the City Clerk's office may still post it as a "Special Call Meeting," stating that no business will be discussed or action taken. At such social gatherings, Commission Members should refrain from discussing any City business or pending agenda items.

COMMISSION RETREATS OR WORK SESSIONS

This form of meeting for the purpose of general discussion of a specific topic is becoming increasingly popular with City Commissions and other governmental bodies. The public notice requirements of the Open Meetings Act must be met. In addition, Oklahoma law requires that the meeting be open to the public, which also requires that the meeting location must be.

ATTENDANCE

Attendance at City Commission meetings by Commission Members is addressed by statute. In accordance with **Title 11, O.S., Section 8-108**, any council member who misses more than half of the regular and special meetings that occur within any four-month period forfeits, as a matter of law, their office. There are no exceptions to the statutory requirement, no ability of the City to waive that requirement, and no action for removal that is required - forfeiture occurs as a matter of law without any affirmative vote by the other Commission Members.

PARLIAMENTARY PROCEDURES

The City of Shawnee follows Robert's Rule of Order parliamentary procedure in conducting its public meetings. Final rulings are made by the respective chair of the meeting.

The following two pages provide an overview of the most frequent motions and actions.

ROBERT'S RULES OF ORDER QUICK START

GUIDING PRINCIPLES: Everyone has the right to participate in discussion if they wish, before anyone may speak a second time. Everyone has the right to know what is going on at all times. Only urgent matters may interrupt a speaker. Only one thing (motion) can be discussed at a time.

“The rules contained in the most recent edition of Robert’s Rules of Order shall provide the rules of procedure for the Chapter where they are not inconsistent with the provisions of the Articles of Incorporation or these bylaws.”

TYPES OF MOTIONS

- **Main Motion:** Introduce a new item
- **Subsidiary Motion:** Change or affect how to handle a main motion (vote on this before main motion)
- **Privileged Motion:** Urgent or important matter unrelated to pending business
- **Incidental Motion:** Questions procedure of other motions (must consider before the other motion)
- **Motion to Table:** Kills a motion
- **Motion to Postpone:** Delays a vote (can reopen debate on the main motion)

- **Point of Inquiry:** A member may use point of inquiry to ask for clarification in a report to make better voting decisions.
- **Point of Personal Privilege:** A member may use point of personal privilege to address the physical comfort of the setting such as temperature or noise. Members may also use it to address the accuracy of published reports or the accuracy of a member’s conduct.

EVERY MOTION HAS 6 STEPS

1. **Motion:** A member rises or raises a hand to signal the chairperson.
2. **Second:** Another member seconds the motion.
3. **Restate motion:** The chairperson restates the motion.
4. **Debate:** The members debate the motion.
5. **Vote:** The chairperson restates the motion, and then first asks for affirmative votes, and then negative votes.
6. **Announce the vote:** The chairperson announces the result of the vote and any instructions.

TIP! If the board is in obvious agreement, the chairperson may save time by stating, “If there is no objection, we will adopt the motion to...” Then wait for any objections. Then say, “Hearing no objections, (state the motion) is adopted.” And then state any instructions. If a member objects, first ask for debate, then vote and then announce the vote.

REQUESTING POINTS OF SOMETHING

Certain situations need attention during the meeting, but they don’t require a motion, second, debate or voting. It’s permissible to state a point during a meeting where the chairperson needs to handle a situation right away. Board members can declare a Point of Order, Point of Information, Point of Inquiry, or Point of Personal Privilege.

- **Point of Order:** Draws attention to a breach of rules, improper procedure, breaching of established practices, etc.
- **Point of Information:** A member may need to bring up an additional point or additional information (in the form of a nondebatable statement) so that the other members can make fully informed votes.

TIPS AND REMINDERS FOR CHAIRPERSONS

Robert’s Rules of Order, which is also widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic and orderly. A skilled chairperson allows all members to voice their opinions in an orderly manner so that everyone in the meeting can hear and be heard. The following tips and reminders will help chairpersons to run a successful and productive meeting without being run over or running over others.

- Follow the agenda to keep the group moving toward its goals.
- Let the group do its own work; don’t overcommand.
- Control the flow of the meeting by recognizing members who ask to speak.
- Let all members speak once before allowing anyone to speak a second time.
- When discussions get off-track, gently guide the group back to the agenda.
- Model courtesy and respect, and insist that others do the same.
- Help to develop the board’s skills in parliamentary procedure by properly using motions and points of order.
- Give each speaker your undivided attention.
- Keep an emotional pulse on the discussions.
- Allow a consensus to have the final authority of the group.

Source: www.boardeffect.com

Action	What to say	Can speaker be interrupted?	Need a second?	Can this be debated?	Can this be amended?	Votes needed
Introduce main motion	"I move to..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move to amend the motion by..."	No	Yes	Yes	Yes	Majority
Move item to committee	"I move that we refer the matter to committee."	No	Yes	Yes	No	Majority
Postpone item	"I move to postpone the matter until..."	No	Yes	Yes	No	Majority
End debate	"I move the previous question."	No	Yes	Yes	No	Majority
Object to procedure	"Point of order."	Yes	No	No	No	Chair's decision
Recess the meeting	"I move that we recess until..."	No	Yes	No	No	Majority
Adjourn the meeting	"I move to adjourn the meeting."	No	Yes	No	No	Majority
Request information	"Point of information."	No	Yes	No	No	No vote
Overrule the chair's ruling	"I move to overrule the chair's ruling."	Yes	Yes	Yes	No	Majority
Extend the allotted time	"I move to extend the time by _____ minutes."	No	Yes	No	Yes	2/3
Enforce the rules or point out incorrect procedure	"Point of order."	Yes	No	No	No	No vote
Table a motion	"I move to table..."	No	Yes	No	No	Majority
Verity voice vote with count	"I call for a division."	No	No	No	No	No vote
Object to considering some undiplomatic matter	"I object to consideration of this matter..."	Yes	No	No	No	2/3
Take up a previously tabled item	"I move to take from the table..."	No	Yes	No	No	Majority
* Reconsider something already disposed of	"I move to reconsider our action to..."	Yes	Yes	Yes	Yes	Majority
Consider something out of it scheduled order	"I move to suspend the rules and consider..."	No	Yes	No	No	2/3
Close the meeting for executive session	"I move to go into executive session."	No	Yes	No	No	Majority

*A member may make a motion to reconsider something that was already disposed; however, the reconsidered motion may not be subsequently reconsidered. A motion to reconsider must be made during the same meeting and can extend to a meeting that lasts for more than one day.

OPEN RECORDS

Title 51, O.S., Sections 24A.1 through 24A.33 encompass the Oklahoma Open Records Act (ORA). The Act is designed to provide the public with broad access to the records of their government. In general, all records of public bodies and public officials must be open to any person for inspection, copying, or mechanical reproduction during regular business hours. However, the Act does not impose the obligation to create new records and also does not place any additional record-keeping requirements on the City, its staff, or its public officials.

Under the Act, records are defined as all documents regardless of physical form “created by, received, under the authority of, or coming into the custody, control or possession of public officials, public bodies, or their representatives in connection with the transaction of public business, the expenditure of public funds or the administering of public property.” City Commission Members are advised that this covers all correspondence, including emails and text messages, voice mails, call logs, etc. related to City business, **regardless of whether the records reside on publicly or privately owned equipment.**

According to the Act, anyone may request public records, and no statement of purpose is required. There are also no restrictions on the use of the records. If a request is made solely for a commercial purpose, or a records request would cause excessive disruption to City operations as a result of the gathering of the documents, then the City can charge a reasonable fee to recover the direct cost of the document search within certain parameters.

Within narrowly defined exemptions, certain records are not subject to an open records requests, including those that are protected by attorney-client privilege, real estate appraisals, registration files of sex offenders, personnel records, public officials’ personnel notes, business-related bids, computer programs, and others.

CONFLICT OF INTEREST, ETHICS, CONDUCT

One of the more dangerous and sensitive subjects involving Commission Members is the question of conflict of interest. The topic is especially troublesome because the penalty involved, if there is a conflict with a Commission Member and some action being taken by the City, is severe (primarily for the Commission Member).

SUMMARY OF CONFLICT OF INTEREST AND STATUTES

In general, the conflict-of-interest statutes fall into four categories:

- A general prohibition that precludes any City officer, employee, or family member of any officer or employee from doing any business of any type with the City. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction.
- There are a series of statutes dealing with public trusts that preclude the public trust from contracting with trust members or their families; again, if that conduct occurs, the trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member, who has a conflict, being guilty of a felony. Further, willful violations result in removal of the trustee.
- There are public finance statutes that provide that no contract with a Board member or in which a member “directly or indirectly is interested” will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard concerning the expenditure of monies by public bodies in which individual Board members are receiving some interest.
- In addition to the above three conflict-of-interest statutes, there is also a criminal statute that provides that it is unlawful for any Commission Member to sell materials, supplies, or other goods to the City. Any such contract is also void. All members voting yes are personally liable for the purchase; fines and criminal penalties are provided for.
- Lastly, if an elected official serves on the board of directors of a company doing business with the City, a conflict exists that will require the elected official to excuse him- or herself from the discussion and voting on those business dealings.

Per the above statutes, the best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the City cannot contract with any Commission Member or family of any Commission Member; this rule applies even if the Commission Member involved abstains and does not participate in the agreement.

The most likely situation is one in which there is not a direct conflict, but some appearance of a conflict, because of other business dealings or family members. In those instances, the potential conflict should be disclosed, the potential conflict investigated, and a decision made as to whether the potential conflict is a real conflict.

The statutes that regulate Commission Members fall into the following categories:

COMMISSION MEMBERS PROHIBITED FROM DOING BUSINESS WITH CITY

The following statute prohibits Commission Members from doing business with the City:

Title 11, O.S., Section 8-113 - Prohibited Conduct

- A. Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:
 - 1. Selling, buying, or leasing property, real or personal, to or from the municipality.
 - 2. Contracting with the municipality; or
 - 3. Buying or bartering with or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.
- B. The provisions of this section shall not apply to any officer or employee of any municipality of this state with a population of not more than two thousand five hundred (2,500) according to the latest Federal Decennial Census, who has a proprietary interest in a business which is the only business of that type within five (5) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any single activity and shall not exceed Fifteen Thousand Dollars (\$15,000.00) for all activities in any calendar year. Provided, however, such activity may exceed Fifteen Thousand Dollars (\$15,000.00) per year if the municipality purchases items therefrom that are regularly sold to the public in the normal course of business and the price charged to the municipality by the business does not exceed the price charged to the general public.
- C. Provisions of this section shall not apply where competitive bids were obtained consistent with municipal ordinance or state law and two or more bids were submitted for the materials, supplies, or services to be procured by the municipality regardless of the population restrictions of subsection B of this section. Provided the notice of bids was made public and open to all potential bidders.
- D. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding municipality for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.
- E. For purposes of this section, “employee” means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters, recommends, or participates in the decision to enter any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.

- F. For purposes of this section, “proprietary interest” means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any interest held by a blind trust.
- G. Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the transaction.
- H. Notwithstanding the provisions of this section, any officer, director, or employee of a financial institution may serve on the board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which they are associated and the public body in which they serve.

PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

Title 60, O.S., Section 178-8 - Conflict of Interest - Transactions Exempt

- A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes.
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust.
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax

Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

- B. The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

PUBLIC COMPETITIVE BIDDING ACT PROHIBITION FOR BIDDING

The following statute applies to contracts entered pursuant to the Oklahoma Public Competitive Bidding Act:

Title 61, O.S., Section 114 - Conflict of Interest

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

CRIMINAL STATUTES

The following criminal statutes may apply to Commission Members in certain circumstances:

Title 21, O.S., Section 355 - Furnishing Public Supplies for Consideration-Exceptions

- A. It shall be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.
- B. The provisions of this section shall not apply to those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes or to a member of any board of education of a school district in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who furnishes the material or supplies within ten (10) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Five Hundred Dollars (\$500.00) for any single activity and shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for all activities in any calendar year.
- C. It shall not be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any

township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

Title 21, O.S., Section 344 - Personal Interest of Official in Transaction-Penalty

- A. Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease, or contract, directly or indirectly, is guilty of a misdemeanor.
- B. The provisions of this section shall not apply to:
 1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and
 2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

CODE OF ETHICS

The Code of Ethics for members of the City of Shawnee Board of City Commissioners, Advisory Boards, and City-created Commissions was adopted by the City Commission and is attached as Appendix A. Commission Members should acknowledge the Code of Ethics upon appointment or re-appointment to office.

PRIVILEGED/CONFIDENTIAL INFORMATION

The City Attorney and the City Manager have authority to forward privileged and confidential information to Commission Members. These communications can relate to a number of matters that require confidentiality, but most likely they relate to legal matters.

The Attorney-Client privilege, between Commission Members and the City Attorney, prevails and Commission Members should not reveal the contents of these communications, because sharing the communication with third parties will likely waive any privilege, and dissemination of the information could have an adverse effect on the City in the related litigation.

POLICIES & PROTOCOL RELATED TO CONDUCT

The constant and consistent theme through all the conduct guidelines is “respect.” Commission Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to always exhibit appropriate behavior. Demonstrating respect for everyone, through words and actions, is the touchstone that can help guide Commission Members to do the right thing in even the most difficult situations.

- **Ceremonial Events:** Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another

representative from the Commission. If yes, then the Mayor will recommend which Commission Member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Commission Members at their homes are presumed to be for unofficial, personal consideration.

- **Correspondence Signatures:** City staff will assist, through the management of the City, in the preparation of any official correspondence needed by the Board. All board members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.
- **Endorsement of Candidates:** Board members have the right to endorse candidates for all Commission seats or other elected offices. It is inappropriate to mention endorsements during Commission meetings or other official City meetings.
- **Public Meeting Hearing Protocol:** The applicant or appellant shall have the right to speak first. The chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The chair will determine how much time will be allowed for each speaker, with three to five minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process to make the meeting run smoothly. After the closing of a public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.
 - a. Board members should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. “I think” and “I feel” comments by Commission Members are not appropriate until after the close of the public hearing. Board members should refrain from arguing or debating with the public during a public hearing and should always show respect for different points of view.
- **Travel Expenses:** All Commission travel, for which the Commission Member expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the City’s travel and expense reimbursement policy.

BOARD MEMBER CONDUCT WITH ONE ANOTHER

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office to preserve and protect the present and the future of our community. In all cases, this common goal should be acknowledged even as the Commission may “agree to disagree” on contentious issues.

BOARD MEMBER CONDUCT WITH ONE ANOTHER IN PUBLIC MEETINGS

- **Practice Civility and Decorum in Discussions and Debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Commission

Members to make belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments. No shouting or physical actions will be tolerated.

- **Honor the Role of the Chair in Maintaining Order:** It is the responsibility of the chair to keep the comments of Commission Members on track during public meetings. Board members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- **Avoid Personal Comments That Could Offend Other Board Members:** If a Board member is personally offended by the remarks of another Board member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- **Demonstrate Effective Problem-Solving Approaches:** Board members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community.

BOARD MEMBER CONDUCT WITH ONE ANOTHER IN PRIVATE ENCOUNTERS

- **Continue Respectful Behavior in Private:** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- **Be Aware of the Insecurity of Written Notes, Voicemail Messages, And Email:** Technology allows words written or said without much forethought to be distributed wide and far. Commission Members should consider whether they would feel comfortable to have this note faxed to others? How would Commission Members feel if this voice mail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voice mail messages, and email should always be treated as potentially "public" communication.
- **Even Private Conversations Can Have a Public Presence:** Elected officials are always on display -- their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be subject to eavesdropping, parking lot debates will be watched, and casual comments between individuals before and after public meetings will be noted.

BOARD MEMBER CONDUCT WITH CITY STAFF

The governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by everyone for the good of the community.

- **Treat All Staff as Professionals:** Clear, honest communication that respects the abilities, experience, and dignity of everyone is expected. Poor behavior toward staff is not acceptable.

- **Limit Contact to Specific City Staff:** Questions of City staff and/or requests for additional background information should be directed through the appropriate channels and management. Requests for follow-up or directions to staff should be made only through the proper channels. When in doubt about what staff contact is appropriate, Commission Members should confer with management for direction and be sure that the contact is appropriate in the form of government applicable. Materials supplied to a Board member in response to a request will be made available to all members of the Board so that all have equal access to information.
- **Never Publicly Criticize an Individual Employee:** Board members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's department head. Comments about staff performance should only be made through management through private correspondence or conversation.
 - a. Do not get involved in daily administrative functions, except those involving committees established by the Board and those involving Commission agenda items in which management is presenting the item to the Board for consideration.
 - b. Board members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits, except to the extent those items involve Board agenda items or items presented to Board committees.
- **Check with City Staff on Correspondence Before Taking Action:** Before sending correspondence, Board members should check with City staff to see if an official City response has already been sent or is in progress.
- **Limit Request for Staff Support:** Routine secretarial support will be provided to all Commission Members. All mail for Board members is opened by management, unless other arrangements are requested by a Board member. Requests for additional staff support, even in high priority or emergency situations, should be made through management, who are responsible for allocating City resources to maintain a professional, well-run City government.

COMMISSION ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT

The Board acknowledges that the powers bestowed on the Commission by state law are granted to the Board, and not to individual Board members. As such, the powers granted to the Commission are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual Board members do not have any greater access to public facilities, work sites, or City-owned property and equipment than the public at large. Neither the Board nor Mayor are provided offices at City Hall or any other City facility and should direct any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) through management.

The use of any City equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the City, and not for personal use.

If the Board members are provided City email accounts for City business, in order to comply with legal requirements for the preservation of public records and to ensure that there is compliance with

the City's computer usage policies, all Commission Members should conduct City business through the City email account only, with the failure to do so subject not only to the sanctions outlined herein, but also the risk of other individual legal liability for violation of the Oklahoma Open Records Act.

COMMISSION CONDUCT WITH THE PUBLIC IN UNOFFICIAL SETTINGS

- **Make No Promises on Behalf of the Board:** Board members will frequently be asked to explain a Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to promise Commission action overtly or implicitly, or to promise City staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).
- **Make No Personal Comments About Other Board Members:** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Commission Members, their opinions, and actions.
- **Remember that Despite its Impressive Population Figures, this City is a Small Town at Heart:** Board members are constantly being observed by the community every day that they serve in the office. Their behaviors and comments serve as models for proper deportment in the City. Honesty and respect for the dignity of everyone should be reflected in every word and action taken by Commission Members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

BOARD MEMBER CONDUCT WITH OTHER PUBLIC AGENCIES

- **Be Clear About Representing the City or Personal Interests:** If a Board member appears before another governmental agency or organization to give a statement on an issue, the Commission Member must clearly state:
 - a. If his or her statement reflects personal opinion or is the official stance of the City;
 - g. Whether this is the majority or minority opinion of the Board. If the Board member is representing the City, the member must support and advocate the official City position on an issue, not a personal viewpoint.
 - h. If the Board member is representing another organization whose position is different from the City, the member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Board members should be clear about which organizations they represent and inform the Mayor and Commission of their involvement.
- **Correspondence Also Should Be Equally Clear About Representation:** City letterhead may be used when the Board member is representing the City and the City's official position. A copy of official correspondence should be given to the City Manager for filing as part of the permanent public record.

BOARD MEMBER CONDUCT WITH CITY BOARDS AND COMMISSIONS

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and

serve as advisors to the City Commission. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If Attending a Board or Commission Meeting, Be Careful to Only Express Personal Opinions:** Board members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation -- especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Board member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Commission.
- **Limit Contact with Board and Commission Members to Questions of Clarification:** It is inappropriate for a Commission Member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Commission Members to contact Board or Commission Members to clarify a position taken by the Board or Commission.
- **Remember That Boards and Commissions Serve the Community:** The City Commission appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Commission. But board and commission members do not report to individual Commission Members, nor should Commission Members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."
- **Be Respectful of Diverse Opinions:** A primary role of boards and commissions is to represent many points of view in the community and to provide the Commission with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on boards and commissions but must be fair and respectful of all citizens serving on boards and commissions.
- **Keep Political Support Away from Public Forums:** Board and commission members may offer political support to a Commission Member, but not in a public forum while conducting official duties. Conversely, Commission Members may support board and commission members who are running for office, but not in an official forum in their capacity as a Commission Member.
- **Inappropriate Behavior Can Lead to Removal:** Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Commission and the individual is subject to removal from the board or commission.

COMMISSION CONDUCT WITH THE MEDIA

Commission Members are frequently contacted by the media for background and quotes.

- **The Best Advice for Dealing with The Media is to Never Go “Off the Record”:** Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- **The Mayor Is the Official Spokesperson for the City’s Position:** The Mayor is the designated representative of the Commission to present and speak on the official City position. If an individual Commission Member is contacted by the media, the Commission Member should be clear about whether their comments represent the official City position or a personal viewpoint.
- **Choose Words Carefully and Cautiously:** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

A SPECIAL NOTE ON SOCIAL MEDIA CONDUCT

Commission Members may choose to have their own social media pages, if desired, to respond to comments/questions posted on other social media sites. Please note, however, these pages are under the care of, and updated by, the Commission Member and are not an official page of the City.

There will be times a Commission Member may be asked a question, or a comment is made through other social media sites and/or pages. If it has to do with a City service, issue, etc., please direct them to the City’s website or provide the citizen with the phone number to City Hall - 405-878-1601.

For other questions/comments, the Commission Member may respond or choose not to respond. If Commission Members do respond, they are advised to keep to the point, be consistent, and be responsive, not reactive. Social media can be a good tool to get out information, but at times, can turn ugly quickly. It is important to remember that, once a response is in writing, it is difficult to change.

NEPOTISM AND DUAL-OFFICE HOLDING

In accordance with **Title 11, O.S., Section 8-106**, no elected official may appoint or elect any person to any office or position of profit in the municipal government, if that person is related by affinity or consanguinity within the third degree to any governing body member or to himself/herself. This provision does not prohibit an officer or employee already in the service of the City from continuing in such service.

A member of the City Commission may also not receive compensation for service in any municipal office or position other than his/her elected office.

GIVING AND RECEIVING GIFTS

When the season of giving is upon us, it is within the human spirit to give. While not limited to the holiday season, this is often the time of year municipal employers might want to give employees a Christmas bonus, providing a turkey/ham or giving the City Commission Member a gift. Although the intent is good, it can cause a great deal of confusion for City employees and members of the governing body. The **Oklahoma Constitution, Article 10, Section 14** states that “Except as otherwise provided by this section, taxes shall be levied and collected by general laws, and for public

purposes only, et al.” Basically, this prohibits gifts or donations of public funds directly by the payment of money, including providing free rent, utilities or other services, or indirectly by lending public equipment or the labor of public employees when the primary benefit goes to a private corporation, association, or individual.

Oklahoma State Laws have strict regulations about changing an elected official’s salary while he/she is in office. What about giving a turkey or a ham? It seems harmless, but if the turkey or ham was purchased with public funds, it could be considered an emolument (fringe benefit). Laws in Oklahoma prohibit an elected or appointed official’s salary or emolument from being changed after his or her election and/or appointment. Municipal employees may receive a Christmas bonus or a turkey/ham as compensation, but this is a matter of policy. A Christmas bonus or free turkey/ham is not a gift when it is used as payment in exchange for service to the public. The value of the compensation must be figured as income for reporting purposes under state and federal laws. For a non-cash item to be a true payment, it must be recorded as a real part of one’s salary.

It is important to consult with the City Attorney when implementing a policy for the expenditure of public funds. Relying and acting upon the advice of the City Attorney offers a measure of protection that Commission Members would not have if they acted without consultation.

SANCTIONS

- **Public Disruption:** Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Commission Chambers.
- **Inappropriate Staff Behavior:** Board members should refer to the administration any City staff who do not follow proper conduct in their dealings with Board members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.
- **Board Members Behavior and Conduct:** City board members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission, lose seniority or committee assignments (both within the City or with inter-government agencies). Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the board.

Board members should point out to the offending Commission Member infractions of the Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor to initiate action if a Board member’s behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Commission in a public meeting.

If violation of the Code of Conduct is outside of the observed behaviors by the Mayor or Commission Members, the alleged violation should be referred to the Mayor. The City Commission should ask the appropriate staff member to investigate the allegation and report the findings to the City Commission. It is the City Commission’s responsibility to take the next appropriate action. These actions can include but are not limited to: discussing and counseling the individual on the

violations; recommending sanction to the full Commission to consider in a public meeting; or forming a Commission ad hoc subcommittee to review the allegation; the investigation and its findings, as well as, to recommend sanction options for Commission consideration.

- City staff shall provide a copy of this resolution to the members of all City boards and commission to ensure they are familiar with the guidelines established by the City Commission.
- Additional ethical restrictions, based on state law, apply to any financial conflict of interest issue that may arise, and those issues should be addressed on an individual basis as they arise.

FIDUCIARY RESPONSIBILITY AS ELECTED OFFICIAL

As all cities, Shawnee is required by law to budget and account for the revenues and expenditures made by the City. The City is also required by law to have an audit conducted each year by a licensed independent auditing firm.

In general, the City's Finance Department is responsible for all accounting functions, debt services, investments, asset management, rate analysis, budget control, and purchasing. Whereas elected officials are responsible for budget approval and amendments as needed throughout the fiscal year, which runs from July 1 through June 30 of the following year.

It is important to note that Oklahoma cities (outside of a municipal trust) are not allowed to incur any debt in an amount exceeding the income and revenue for that year, unless such debt has been approved by 60% of the voters.

ACCOUNTING

The Finance Department is responsible for developing and maintaining accounting and reporting systems for the City and for **any public trusts** for which the City exercises oversight authority.

The City accounts for all governmental funds, which include the General Fund, multiple capital project funds, debt service funds, and several special revenue funds, most of which have specific requirements and can only be expended for specific purposes. Currently, the City of Shawnee tracks 28 separate funds, which include the following:

- 001 - General Fund
- 010 - Grant Fund
- 101 - Street & Alley Fund
- 102 - E-911 Fund
- 104 - Economic Development Fund
- 105 - Spay/Neuter Fund
- 106 - Hotel/Motel Surcharge Fund
- 107 - Police Sales Tax Fund
- 108 - Fire Sales Tax Fund
- 112 - Tax Increment Fund
- 190 - CDBG Grant Fund
- 191 - CDBG-CV-ODOC Fund
- 301 - Capital Improvement Fund
- 302 - Street Improvement Fund
- 303 - 2018 Capital Improvement Fund
- 304 - American Rescue Plan Fund
- 306 - 2023 Capital Improvement Fund
- 350 - Aquatic Center Fund
- 501 - Shawnee Municipal Authority
- 502 - Water System Capital Improvement
- 503 - Wastewater Capital Improvement
- 504 - Meter Maintenance Fund
- 511 - Shawnee Airport Authority
- 601 - Workers Compensation Self-Insurance
- 603 - Insurance Recovery Fund
- 701 - Library Fund
- 702 - Cemetery Perpetual Care Fund
- 709 - Sister Cities Fund

All fund revenues and expenditures are based on the modified accrual basis of accounting. Under this method, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. Expenditures, including capital outlay, are recorded when the related fund liability is incurred, or the economic asset is used. However,

general obligation bond principal and interest are recorded when due. The primary revenue source for the City are sales tax; other revenue sources include permit and user fees, fines, intergovernmental revenues, and other taxes.

The City utilizes encumbrance accounting in all funds under which purchase orders, contracts, and other commitments for the expenditure of funds are recorded to reserve a portion of the applicable appropriation. Encumbrances outstanding at year-end are not considered expenditures for budgetary purposes but are reported as a reservation of fund balance, since the City intends to honor the commitments and provide for supplemental appropriations in the following budget year. All appropriations lapse at year-end.

In the normal course of business, the City also participates in various federal and state grant programs from year to year. Each program contains specific conditions and accounting requirements, which must be met to ensure reimbursement and safeguard of the City's eligibility for future grant awards.

BUDGETING

In accordance with the Oklahoma Municipal Budget Act contained in **Title 11, O.S., Section 17-201 et seq.**, and in compliance with the Shawnee **City Code, Chapter 2, Article III, Section 2-96**, the City Manager is responsible for developing an annual budget for review and approval by the City Commission. The goal and purpose of the budget is to allocate available funds to accomplish the policies and directions provided by the Commission.

BUDGET PROCESS

As adopted by the City Commission on March 7, 2022, the following policies apply to the budgeting:

- No funding from external sources may be borrowed for ongoing operations.
- Excess fund balances can only be used for one-time expenditures but not ongoing operations.
- A 2% contingency reserve of budgeted expenditures must be included for each operating fund.
- The General Fund must maintain operating reserves at the beginning of each fiscal year of no less than 14% and no more than 20% of the total General Fund budget.
- Other funds, if supporting personnel or operations, must maintain operating reserves of no less than 5% and no more than 20% of total budgeted fund expenditures.

Revenue projections are estimated based on historical receipts. Meetings are held with the various department heads to affirm objectives, set priorities, justify work programs, and support critical operations. Detailed expenditure requests are prepared for each department's operating budget, equipment needs, and capital projects; submitted for analysis; and balanced against City-wide needs to fit within the projected revenue.

The City Commission deliberates on the proposed budget, holds a public hearing, and subsequently approves the annual budget no later than seven (7) days prior to the end of the current fiscal year. The City Commission must approve the budget before any expenditure is made in the new fiscal year.

After approval, the budget is entered into the City's financial accounting package. Throughout the fiscal year, the budget is monitored closely and amended if needed. Monthly progress reports on revenues and expenditures are presented to the Commission.

CITY BOARDS, TRUSTS, AND AUTHORITIES

Oklahoma law allows for the creation of a public trust for limited purposes. In doing so, the City gains some advantages in the ability to finance projects and some other differences in how it can conduct its' business. The greatest advantage is the ability to sell revenue bonds to finance construction of public utilities or other projects that can be funded by the revenue that is created. The revenue bonds can be approved and sold by a vote of the Trustees of the Trust and do not require a vote of the people, as do general obligation bonds that are used by the City to finance projects.

Many trusts in Oklahoma have been created to allow that flexibility. The trust is for all purposes a separate, legal entity and therefore, required to have separate meetings and separate agendas for its meetings. The Trustees of the Trust are designated by the trust documents, and often will be elected officials of the City. Although we sometimes refer to the two entities as one and the same, they really are not. Each entity has its own budget, has its own financial structure, and does business in specific areas without mingling its financial affairs with the other entity. All the open meetings and open record restrictions that apply to the City will apply to the trust. The Trust Indenture should be reviewed to determine the specific powers of the trustees of the trust that governs the operations.

Cities are allowed by law to create different types of entities to carry out municipal functions. Three areas in which these entities may exist are as follows:

- **Statutory Boards:** State law requires or allows cities to create certain boards and commissions, those boards have specific purposes that are established by state law. As statutory boards they are generally subject to the open meeting act. The following statutory boards have been created for the City of Shawnee.
 - a. **Planning Commission:** The function of this Commission is to review and provide recommendations to the City Commission related to zoning, platting, subdivision, construction, annexation, and other related planning functions.
 - b. **Board of Adjustment:** The quasi-judicial board that hears and makes final decisions on special exception or variance application requests that deviate from the regulations of the standard Zoning Code.
- **Commission-Created Committees:** Shawnee has multiple Commission-created committees act in an advisory capacity to assist the Commission and staff in addressing certain issues that may arise. The committees' membership may include up to three Commission Members. Some examples of City-created committees might include an Appointment Committee, Finance and Development Committee, Legislative Committee, or Public Works Committee. Within the City of Shawnee, the following advisory boards and commissions have been established.
 - a. **Airport Advisory Board:** The AAB works directly with the professional staff at the airport to develop recommendations regarding development of airport property, highest and best use of the facilities, operations, equipment, and management plans, determined to be for the best interest of the citizens, business partners, and the City of Shawnee.

- b. **Shawnee Arts and Culture Commission:** The Commission was created to advise the City Commission on artistic, cultural and aesthetic matters to ensure the City will be attractive and culturally rich.
 - c. **Shawnee Senior Citizens Advisory Board:** The Board helps foster and develop programs for the benefit of older persons in our community, for the purposes of socialization, entertainment, health and fitness, mobilization, and senior information.
 - d. **Shawnee Beautification, Parks, and Recreation Committee:** The Committee responsible for advising the City Commission on policies pertaining to the use of the park and recreational facilities of the City and overseeing the long-range planning and development for all City parks and open spaces, promote and orchestrate community enhancement projects and serve as the Tree Board.
 - e. **Shawnee Civic & Cultural Development Authority:** The SCCDA was created to promote and manage the International Finals Youth Rodeo held annually at the Heart of Oklahoma Exposition Center. The City of Shawnee is the beneficiary of the Trust.
 - f. **Shawnee Hospital Authority:** The Authority is a public trust created for the benefit of the City of Shawnee.
 - g. **Shawnee Housing Authority:** The mission of the Authority is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently.
 - h. **Shawnee Library Board:** The Board offers assistance and support to promote the library and to provide oversight of the building and provision of services for Shawnee.
 - i. **Shawnee Urban Renewal Authority:** SURA is responsible for assisting the Mayor and Board of Commissioners with recommendations regarding the allocation of Community Development Block Grant (CDBG) funds awarded to projects, programs, and services that improve the lives of the City of Shawnee's low- and moderate-income residents.
 - j. **Oklahoma Baptist University Authority:** The Authority was created to promote the development of Oklahoma Baptist University (OBU). The City of Shawnee is the beneficiary of the Trust.
- **Public Trusts:** State law allows "public trusts" to be created to carry out projects that otherwise could not be conducted by the City. The primary purpose of a public trust is to create more flexibility in financial transactions that the City can use in operations, primarily because of constitutional limitations. The trust will qualify as a public trust only if the trust has a purpose that is public in nature and the City has agreed to be the beneficiary of the trust. Public trusts are also subject to the open meeting act and many of the regulations that govern the City.
 - a. **Shawnee Airport Authority:** The Shawnee Airport Authority oversees capital improvements, maintenance, and operation of the Shawnee Regional Airport.
 - b. **Shawnee Municipal Authority:** The Shawnee Municipal Authority is comprised of administration, wastewater collection, two wastewater treatment plants, water distribution, and one water treatment plant.

PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

Okla. Stat. §178.8 - Conflict of Interest - Transactions Exempt

- A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing, thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes.
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust.
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

- B. The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

CONCLUSION

As noted before, it is hoped that this handbook will assist you in your role as Commission Member. Even though there may be debate and sometimes strong dissension during the meetings, your colleagues on the City Commission endeavor to be friendly acquaintances or even friends, and they will always try to respect one another as elected representatives of the people.

APPENDICES

A - Code of Ethics

B - Confidentiality Agreement for Executive Session

C - City Commission Disclosure of Interest Form

Appendix A

Code of Ethics

The purpose of the Code of Ethics for the City of Shawnee, Oklahoma is to strengthen the **quality of government through ethical principles**, which shall govern the conduct of elected officials and appointed citizen volunteers serving in an official capacity.

We shall:

- Be committed to the public good by faithfully working for the collective benefit of City residents, prioritizing community well-being over personal interest.
- Be dedicated to the highest standards of honor and integrity in all official duties as well as public and personal relationships; seek no favors; and do not profit by way of confidential information or by misuse of public resources.
- Be respectful and treat all individuals with respect, dignity, and fairness, fostering an inclusive environment and valuing diverse perspectives.
- Keep the community informed on municipal affairs; encourage communication between the citizens and municipal officers; and build community trust.
- Be dedicated to the concept of effective and democratic government by way of respectful and civil public deliberations, unless legally confidential.
- Base decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Accept responsibility for actions and outcomes.
- Comply with both the letter and the spirit of laws and policies affecting the operations of government and the quality of life for residents.
- Commit to ongoing learning and development to better serve the community, engaging in educational opportunities to stay informed and apprised of issues.

I have read the Code of Ethics and agree to abide by it to the best of my ability.

Signed on this _____ day of _____, 20__.

Signature

Position

Printed Name

Appendix B

CONFIDENTIALITY AGREEMENT FOR EXECUTIVE SESSION

This Confidentiality Agreement between the parties signing below establishes that all information discussed, heard or read in the City Commission Executive Session on _____, will not be released, copied, discussed or shared in any manner with any individual other than City Commission Members present in the Executive Session, members of City staff present during the Executive Session, and other persons authorized by the City Commission to be present in the Executive Session. Breach of this Confidentiality Agreement may result in personal liability and potential violation of the Oklahoma Open Meeting Act.

I have read the above statement regarding confidentiality and agree to abide by it to the best of my ability.

Signed on this _____ day of _____, 20____.

Mayor

City Manager

Vice Mayor

City Attorney

Appendix C

CITY COMMISSION DISCLOSURE OF INTEREST FORM

The undersigned, in accordance with City Ordinance and State Law, hereby discloses the following Conflict of Interest:

A. I have an interest in following issue that is pending:

B. My conflict exists because of the following:

C. Does the transaction involve any of the following:

- i. Selling, buying, or leasing property, real or personal, to or from the municipality;
- ii. Contracting with the municipality; or
- iii. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

If yes, AND you or an immediate family member are engaging in that activity, the action is illegal. If your interest is in a company doing business with the City and your interests consists of a “proprietary interest” or ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest, the transaction is illegal. Does this section apply to your transaction? YES / NO

D. Competitive Bidding. Is the contract for a construction project involving more than \$50,000? If yes, you are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Does this section apply to your transaction? YES / NO

E. I have an interest in an issue that will appear on a City Commission agenda, as follows:

- i. I understand that because my interest is a personal or family interest in which I have a financial risk in the outcome of the vote, I am precluded from voting on this issue. I understand I can present factual information to the board as a member of the public could and understand that even though I am not legally required to leave the room during the Commission’s discussion of this matter, I have been advised I should do so. Does this section apply to your transaction? YES / NO
- i. I or a family member has an interest in an issue appearing before Commission. I do not have any direct or indirect financial interest in the outcome of the vote and am making this disclosure to avoid any allegation that I had an inappropriate conflict of interest. Does this section apply to your transaction? YES / NO

Dated this _____ day of _____, 20____.

City Clerk

Signature

City Attorney



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

Date: November 20, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of the following budget amendments for Fiscal Year 2023 – 2024.

Background: Background: A total budget amendment in the amount of \$421,594 across all funds should be considered.

Prior Year Encumbrances – During the fiscal year closeout process, payments were identified as paid in the current fiscal year for prior year encumbrances. This budget amendment corrects the budget in the current fiscal year. The amount for appropriation is as follows:

- \$20,434 – General Fund
- \$24,270 – Capital Improvement Fund
- \$51,944 – 2018 Half-cent Sales Tax Fund
- \$2,404 – Aquatic Center Fund

This additional appropriation will be funded by fund balance.

Hotel/Motel Surcharge Fund – This budget amendment adds budget authority in the amount of \$89,134 for various operational needs. These include an advertising campaign, an increase in printed materials, an adjustment to salary costs, the purchase of four painted horses, and signage destroyed in the tornado. The amount for appropriation is as follows:

- \$89,134 – Hotel/Motel Surcharge Fund

This additional appropriation will be funded by State Grant Revenue, Other Miscellaneous Revenue, and Hotel/Motel Surcharge revenue projected to exceed budget estimates.

Equipment Lease payments – During the FY23-24 budget process, an existing lease payment for a patch truck was inadvertently left out of the budget. The amount for appropriation is as follows:

- \$106,600 – Capital Improvement Fund – Patch Truck for Streets Department

This additional appropriation will be funded by Sales Tax revenue exceeding budget estimates in the

Capital Improvement Fund.

Clearpond Rd Culvert Project – During the October 16 Commission meeting, a contract was awarded for the culvert replacement on Clearpond Rd in the amount of \$576,808. This project was included in the FY24-28 Capital Improvement Plan (CIP) as well as the FY24 Capital Budget for \$500,000. An additional appropriation of \$76,808 is needed. The amount for appropriation is as follows:

- \$76,808 – Street Improvement Fund

This additional appropriation will be funded by Sales Tax revenue exceeding budget estimates in the Street Improvement Fund.

Vehicle Repairs - During the October 16 Commission meeting, the board approved a budget amendment for a newly created fund – Insurance Recovery Fund. This budget amendment adds budget authority for the repair of two City vehicles damaged in two separate instances in the amount of \$7,002. One vehicle is assigned to Code Enforcement and the other is assigned to Water Distribution. This amendment also adds budget authority for estimated insurance claims for the remainder of the fiscal year. The amount for appropriation is as follows:

- \$2,603 – Insurance Recovery Fund – Water Distribution
- \$4,399 – Insurance – Code Enforcement
- \$42,998 – Insurance – City Manager Contingency

The additional appropriation will be funded by Insurance Proceeds received and future estimates.

Financial Impact: See budget amendment

Attachments:

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	5-0930-52500			Other Materials & Supplies	29,500.00	20,434.00	49,934.00
							-
					-	-	-
					29,500.00	20,434.00	49,934.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for an FY23 Encumbrance for which goods or services were received and paid for in FY24.

Approved:

Mayor _____
 Attest: _____
 City Clerk _____
 On Date _____

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

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
301	40010			Sales Tax	2,845,889.00	106,600.00	2,952,489.00
							-
				Total	2,845,889.00	106,600.00	2,952,489.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-1010-55500			Lease Payments - Equipment	-	106,600.00	106,600.00
301	5-0940-54200			Capital Outlay-Bldgs & Imprv	580,199.00	24,270.00	604,469.00
					-	-	-
					580,199.00	130,870.00	711,069.00

Approved by the City Commission this _____

Explanation of Budget Amendment:

To appropriate for lease payments funded with Sales tax revenue and for an FY23 Encumbrance for which goods or services were received and paid for in FY24 funded by fund balance.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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

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
302	40010			Sales Tax	3,213,100.56	76,808.00	3,289,908.56
							-
				Total	3,213,100.56	76,808.00	3,289,908.56

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
					-	-	-
302	5-0920-54800			Capital Outlay-Streets	2,242,711.00	76,808.00	2,319,519.00
					-	-	-
					2,242,711.00	76,808.00	2,319,519.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate for the Clearpond Rd Culvert project funded with Sales tax revenue exceeding budget estimates.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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

City of Shawnee
2023-2024 Budget Amendment
2018 Half-cent Sales Tax 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	5-0940-54200			Capital Outlay-Bldgs & Imprv	1,568,128.00	51,944.00	1,620,072.00
					-	-	-
					1,568,128.00	51,944.00	1,620,072.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for an FY23 Encumbrance for which goods or services were received and paid for in FY24.

Approved:

Mayor _____
 Attest: _____
 City Clerk _____
 On Date _____

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

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
106	41020			State Grant Revenue	-	5,100.00	5,100.00
106	48220			Other Misc Revenue	-	19,127.00	19,127.00
106	40040			Hotel/Motel Surcharge	474,500.00	44,907.00	519,407.00
							-
				Total	474,500.00	69,134.00	543,634.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
106	5-0140-51010			Regular Salaries	148,277.52	6,447.00	154,724.52
106	5-0140-52500			Other Materials & Supplies	2,000.00	18,000.00	20,000.00
106	5-0140-53540			Printing	25,000.00	3,600.00	28,600.00
106	5-0140-53930			Advertising & Promotions	116,500.00	51,327.00	167,827.00
106	5-0140-51010			Misc Other Services & Charges	4,500.00	9,760.00	14,260.00
					-	-	-
					-	-	-
					296,277.52	89,134.00	385,411.52

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate additional operating expense needs funded by various revenue sources.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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

City of Shawnee
2023-2024 Budget Amendment
Aquatic Center 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
					-	-	-
350	5-0960-53020			Repairs & Maint - Buildings	10,000.00	1,752.00	11,752.00
350	5-0960-52030			Food & Kitchen Supplies	45,000.00	652.00	45,652.00
					55,000.00	2,404.00	57,404.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for an FY23 Encumbrance for which goods or services were received and paid for in FY24.

Approved:

Mayor

Attest:

City Clerk

On Date

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

City of Shawnee
2023-2024 Budget Amendment
Insurance Recovery 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
603	48040			Insurance Recovery	1,953,720.85	50,000.00	2,003,720.85
							-
				Total	1,953,720.85	50,000.00	2,003,720.85

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
603	5-1040-53040			Repair & Maint - Vehicles	-	2,603.00	2,603.00
603	5-0520-53040			Repair & Maint - Vehicles	-	4,399.00	4,399.00
603	5-0110-53990			Contingency	-	42,998.00	42,998.00
							-
					-	50,000.00	50,000.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate insurance proceeds received for vehicle insurance claims.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: November 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: FY-24 Micro-Surfacing Streets Project (Award)

Background: Staff received and opened bids for the FY-24 Micro-Surfacing Streets Project on November 9, 2023. One (1) bid was received in the amount of \$2,066,919.45. Donelson has provided documentation to satisfy their qualification to perform the proposed work.

Staff has reviewed the bid tab and recommends awarding the contract to Donelson Construction Co., LLC.

Financial Impact: \$2,066,919.45; funded from 2018 Capital Improvement Fund, Streets Department, Capital Outlay-Bldg & Improvements, 303-5-0920-54200

Attachments: Specifications, Micro-Surface Exhibits, Notice to Bidders, Plan Holders List, Bid Tabulation

Staff Recommendation: Award of the Contract

SPECIFICATIONS
FOR
CONTRACT NO. C-24-02
FY-24 MICRO-SURFACING STREETS PROJECT

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION



MAYOR
Ed Bolt

BOARD OF COMMISSIONERS

Lauren Richter
Mark Seahorn
Darren Rutherford

Cami Engles
Daniel Mathews

CITY MANAGER
Andre Weckmueller-Behringer

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR:
PROJECT NO. C-24-02**

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O Box 1448, Shawnee, OK 74802-1448 up to 2:00 p.m., **Thursday, November 9, 2023**, for:

BID: CONTRACT NO. C-24-02 FY 24 MICROSURFACING STREETS PROJECT

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. Digital copies can be requested by emailing seth.barkhimer@shawneeok.org. There is no fee for digital copies. All respondents must be registered as a plan holder to be considered a qualified bidder. The only way to register as plan holder is by purchasing plans or obtaining digital plans via the email above. **An optional pre-bid Conference is scheduled for Tuesday, October 31, 2023, at 10:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

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

BID: CONTRACT NO. C-24-02 - FY 24 MICROSURFACING STREETS PROJECT - November 9, 2023

This project shall include **micro-surfacing of various streets**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be publicly opened and read aloud in the City Hall, Shawnee, Oklahoma, at 3:00 p.m., **Thursday, November 9, 2023**. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: _____

(SEAL)
ATTEST:



INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF SHAWNEE, OKLAHOMA (herein called the "OWNER"), at the Office of the CITY CLERK until 2:00 p.m., Thursday, November 9, 2023 and then publicly opened and read aloud at 3:00 p.m.

BIDDERS ARE REQUIRED to obtain Contract Documents and associated Plans directly from the City of Shawnee, and pay for said Contract documents and plans at the fee stated. Only BIDDERS who have met this requirement will have their bids acknowledged. The ORIGINAL COPY of the bid for each project will be filed with the CITY CLERK OF THE CITY OF SHAWNEE, OKLAHOMA together with a sworn noncollusion and business relationship affidavits in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders, or any other person, any part of the contract or subject matter of the bid.

Each BID must be submitted in a sealed envelope, addressed to the CITY OF SHAWNEE, at the office stated above. Each sealed envelope containing a BID must be plainly marked on the outside as BID for FY 24 Microsurfacing Streets Project and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Office of the CITY CLERK, P.O. Box 1448, Shawnee, OK 74802-1448.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required in each bid package.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. 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 BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

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

The CONTRACT DOCUMENTS contain the provisions required for the construction of EACH

PROJECT. Information obtained from an officer agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

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

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

CONTRACTOR shall also submit a MAINTENANCE BOND, requirements for such set forth in the Contract Documents.

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

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

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

The NOTICE TO PROCEED shall be issued within ten [10] days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten- [10] day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems 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 BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. 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 his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Bidders on this work will be required to comply with Title VI of the Civil Rights Act of 1964, and with the President's Executive Order 11246, as amended. The requirements for Bidders and Contractors under this order are indicated in the Contract Documents.

Inspection trips for prospective BIDDERS may be arranged through the City Engineer.

The ENGINEER is Seth Barkhimer, P.E., City Engineer. His address is City Hall, 222 N. Broadway, Shawnee, OK 74801 (405-878-1660).

INSTRUCTIONS AND FORMS

DIVISION I

BID FORM

CONTRACT NO. C-24-02

FY 24 MICROSURFACING STREETS PROJECT

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

SUBMITTED TO:

Lisa Lasyone, City Clerk
City of Shawnee
P.O. Box 1448
16 W 9th Street
Shawnee, OK 74802

1. The undersigned Bidder declares that before preparing this bid he read carefully the Instructions to Bidders and the plans and detailed specifications and that his bid is made with full knowledge of the kind, quality and quantity of the materials or services to be furnished.
2. The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the office of the City Clerk of the City of Shawnee, Oklahoma, the following bid prices:

SEE PARAGRAPH 4 - BID SCHEDULE
CONTRACT NO. C-24-02

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that;
 - (a) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE

NUMBER

- (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, Site, Locality and all-local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has studied carefully all reports and drawings of surface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, and accepts the determinations set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above), which pertain to the surface or physical conditions at the site or otherwise may affect the costs, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
 - (e) Bidder has reviewed and checked all information on data shown or indicated on the contract documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said

facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and written resolution thereof by Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the work for the following price(s):

C-24-02
FY 24 MICROSURFACING STREETS PROJECT
 CITY OF SHAWNEE, OKLAHOMA
 A Municipal Corporation

Item	Description	Quantity	Units	Unit Price	Total
1.	PSM/MAQS-3	157,516	SY		
2.	MAQS-FlexScratch	2,375	SY		
3.	12" Base Repair – Type S5 (PG 64-22)	1,000	SY		
4.	Milling Pavement	150	SY		
5.	6" Crack Repair	1,300	LF		
6.	S5 Asphalt (PG-22) – 2"	16	TON		
7.	Striping Removal and Replacement	1	LSUM		
8.	Mobilization	1	LSUM		
9.	Traffic Control	1	LSUM		
TOTAL (Base-Bid):					

5. Bidder agrees that the work under the terms of this contract is an annual maintenance contract for the items of work let for bids, and that the contract may be extended for one additional year period if agreed upon by both the Contractor and the City of Shawnee. Maintenance work governed by this contract will occur at various locations throughout the City of Shawnee as directed by the Engineer, and once Contractor is directed to perform a task at a specified location, then, he/she shall have two weeks to schedule the activity accordingly and is expected to be onsite within two weeks of notification to initiate the repair work.

6. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of 5% of total bid price;
- b) A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid; and
- c) Bid Affidavits.

7. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

DELIVERY DATE: (per specifications)

BID AFFIDAVITS

The following affidavits are to accompany the bid;

A. Non-collusion Affidavit

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Shawnee Municipal Authority/City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

BIDDER

By: _____

Subscribed and sworn to before me this _____ day of _____, 2023.

NOTARY PUBLIC

(SEAL)

My Commission Expires

B. BUSINESS RELATIONS AFFIDAVIT

STATE OF _____)

COUNTY of _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed with 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 as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 2023.

(SEAL)

NOTARY PUBLIC

My Commission Expires

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto the CITY OF SHAWNEE, OKLAHOMA as OWNER in the penal sum of
_____ DOLLARS, for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 2023. The Condition of the above
obligation is such that whereas the Principal has submitted to _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
the construction of **FY24 MICROSURFACING STREETS PROJECT C-24-02**.

NOW, THEREFORE,

[a] If said BID shall be rejected, or

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

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

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

_____[L.S.]
Principal

Surety

By:_____

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

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 by and

between The City of Shawnee, Oklahoma, Hereinafter called
(name of owner or individual)

“OWNER” and _____, doing business as an individual, or
(contractor name)

a partnership, or a corporation hereinafter called “CONTRACTOR”:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

CONTRACT NO. C-24-02
FY24 MICROSURFACING STREETS PROJECT

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
 3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of receipt of the Notice to Proceed, and will complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
 4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the Bid Schedule.
- A. The term “CONTRACT DOCUMENTS” means and includes the following:
- A. Notice to Bidders
 - B. Information to Bidders
 - C. Bid form and Schedule
 - D. Bid Bond
 - E. Construction Agreement
 - F. Performance Bond
 - G. Statutory Bond
 - H. Maintenance Bond

- I. Drawings prepared by City of Shawnee Engineering Department.
- J. Specifications prepared or issued by City of Shawnee Engineering Department.
- K. Addenda # _____ dated _____.

6. The OWNER will pay the CONTRACTOR in partial payments as work is performed with final payment to be made upon the acceptance of the project by the Board of Trustees of the Shawnee Municipal Authority or Board of Commissioners of the City of Shawnee.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF SHAWNEE
A Municipal Corporation

(SEAL)

ATTEST:

Lisa Lasyone, City Clerk

BY _____

NAME Andrea Weckmueller-Behringer

TITLE City Manager

(SEAL)

ATTEST:

BY _____

(signature)

NAME _____
(typed)

TITLE _____
(Secretary/Treasurer)

CONTRACTOR:

(name of firm)

BY _____

(signature)

NAME _____
(typed)

TITLE _____
(President/Vice President)

ADDRESS _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

a corporation, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound into

The City of Shawnee

Post Office Box 1448 Shawnee, OK 74802-1448
hereinafter called Owner,

in the penal sum of _____

_____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto
attached and made a part hereof for the construction of:

CONTRACT NO. C-24-02
FY24 MICROSURFACING STREETS PROJECT

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of whom shall be deemed an original, this _____ day of _____, 2023.

(SEAL)

ATTEST:

Principal Secretary

BY _____

Witness as to Principal

Address

(SEAL)

WITNESS:

Surety

Witness as to Surety

Address

Principal

Address

BY _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That as Principal, and a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety are held and firmly

bound unto _____ in the penal sum of
(State or Other Entity)

_____ Dollars (\$ _____)

in lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 2023.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with

_____ dated _____, 2023, for
(State or Other Entity)

CONTRACT NO. C-24-02, FY24 MICROSURFACING STREETS PROJECT all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802

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 within thirty (30) days 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.

In WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

BY _____

TITLE _____

(SEAL)
ATTEST:

BY _____

Name _____
Typed

Title _____

(SEAL)

SURETY: _____

BY _____
President

NAME _____
(Typed)

(SEAL)

ATTEST:

BY _____

Name _____
(Typed)

Title _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of _____

Dollars (\$_____) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this _____ day of _____, 2023.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

_____, dated _____, 2023, for
(State or Other Entity)

CONTRACT NO. C-24-02
FY24 MICROSURFACING STREETS PROJECT

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; 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 City of Shawnee 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 alterations 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, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

Principal:

ATTEST:

BY _____

TITLE _____

(SEAL)

SURETY:

ATTEST:

Attorney-in-Fact

BY _____

NAME _____

NOTICE OF AWARD

TO: _____

PROJECT Description: FY 24 Micro-Surfacing

The OWNER has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, and Statutory BOND, both in the amount of 100% of the contract price, along with certificates of insurance, all within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return the ACCEPTANCE page of this NOTICE OF AWARD to the OWNER. Dated this 6th day of July, 2023.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

(SEAL)

ATTEST:

Lisa Lasyone, City Clerk

BY _____
Andrea Weckmueller-Behringer

TITLE _____
City Manager

ACCEPTANCE OF AWARD

PROJECT NO. C-24-02
FY24 MICROSURFACING STREETS PROJECT

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2023.

BY _____

Title _____

NOTICE TO PROCEED

TO: _____

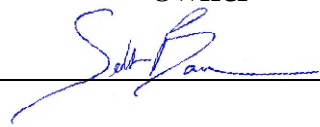
DATE: _____

PROJECT: FY 24 Micro-Surfacing

You are hereby notified to commence WORK in accordance with the Agreement dated, day of _____, 2023 on or before _____, and you are to complete the WORK within 60 calendar days thereafter. Therefore, the approximate date of completion is _____.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Owner

Seth Barkhimer

BY  _____

Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above
NOTICE TO PROCEED is
hereby acknowledged

by _____

this the _____ day

of _____, 2023.

BY _____

Title _____

(Please sign and return one copy of this form to, Engineering Dept, City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448)

EQUAL OPPORTUNITY CLAUSE

(Provisions of subsections (1) through (7) of Section 202 of Executive Order 11246, as amended)

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order N. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."EOC1

THE CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OKLAHOMA
74802-1448
(405) 878-1661

ESTIMATE NO.

SHEET

OF

SHEETS

PROJECT DESCRIPTION: FY 24 MICROSURFACING STREETS PROJECT
C-24-02

IN ACCOUNT WITH:

ADDRESS:

PAYMENT REQUEST FORM

[illegible]

NOTE: - See Reverse Side of Last Sheet for Certification

CONTRACTOR'S CERTIFICATION

I, _____, the undersigned, upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

CLAIMANT _____

BY: _____

Subscribed and sworn to before me _____

20 _____. My Commission expires _____,
20 _____.

Notary Public: _____

ENGINEER'S CERTIFICATION

I certify that I have checked and verified this Estimate

No. _____ for the period of _____ to

_____, inclusive, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the Contractor, that all work and/or materials included in this estimate has been inspected by me and/or my duly authorized representative and that it has been performed and/or supplied in full accordance with the terms and conditions of the Contract.

BY: _____
Engineer

I hereby certify that all of the contract requirements as specified under the Labor Standards have been complied with by

as principal contractor and by each sub-contractor employing mechanics and labors at the site of the work, or there is an honest dispute with respect to the required provisions.

BY: _____
Title

Original Contract Amount	\$
Total Additions	\$
Total Deductions	\$
Contract as Revised to Date	\$
Total Amount of Work Done to Date	\$
Materials on Hand	\$
Total Work and Materials	\$
Amount Retained () Per Cent	\$
Balance	\$
Less Previous Payments	\$
Amount Due on Contract Estimate	\$
Days Allowed in Contract	
Days Consumed This Estimate	
Days Previously Consumed	
Total Days Consumed to Date	
Days Remaining in Contract	
Remarks:	

CONDITIONS OF CONTRACT

DIVISION II

DEFINITION OF TERMS

SECTION 000 DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instruments herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.O.	The American Association of State Highway Officials.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute.
A.S.T.M.	The American Society for Testing and Materials.
Award	The decision of the Authority to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore, and to such other conditions as may be specified or otherwise required by law.
Authority	City of Shawnee
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated for, Oklahoma, a municipal corporation, acting through its duly authorized representatives.
City Auditor	The City Auditor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Clerk	The City Clerk of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Manager	The Manager of the City of Shawnee, Oklahoma.
City Treasurer	The City Treasurer of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications and terms of the Contract.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors Proposal, Bonds, Specifications, including Special Provisions, Addenda, Plans or working drawings and any supplemental agreement pertaining to the work or materials therefore.

Contractor	The person or persons, partnership, company firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Commission	The Commission of the City of Shawnee, Oklahoma.
Director of Water Utilities	Acting within the scope of duly delegated authority.
Engineer	City Engineer
Furnish	To Supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Mayor	The Mayor of the City of Shawnee, Oklahoma.
Municipal Counselor	The Municipal Counselor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations," or for showing details not shown thereon.
Provide	To furnish and erect or install.
Special Provisions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Provisions</u> and taking precedence over any conditions or requirements of the <u>General Provisions</u> with which they are in conflict.
Specifications	The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Surety or Sureties	The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

The Work	All work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.
Working Day	Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer, for at least six (6) hours, toward completion of the work, unless work be suspended for causes beyond the Contractor's control, provided that Saturday, Sunday and holidays on which the Contractor's forces do engage regular work will be considered as working days.
Resolution	Establishing a Contractors Pre-qualification Board: adopting standards and procedures therefore; and requiring board examinations and approval of bidders or public improvement work.
Owner	City of Shawnee

SCOPE OF WORK

SECTION 001 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The contractor shall do all work as provided in the plans, special provisions, specifications, proposal and contract and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

SECTION 002 SPECIAL PROVISIONS

Should any work or any conditions that are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

SECTION 003 INCREASED OR DECREASED QUANTITIES OF WORK

The Owner reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices.

SECTION 004 ALTERATIONS OF PLANS AND SPECIFICATIONS

The Owner reserves the right to make such changes in the plans and in the character of the work and approved by the Engineer as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

SECTION 005 EXTRA WORK

When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, prior to acceptance by the City.

SECTION 006 FINAL CLEANING UP

Upon completion of the work and before acceptance the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

CONTROL OF THE WORK AND MATERIALS

SECTION 007 AUTHORITY OF ENGINEER

All work shall be done under the supervision of the Engineer and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, and suspension of work.

SECTION 008 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTORS

The contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and, prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk.

SECTION 009 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS

All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. All deviations from the plans

will be accomplished by change orders prepared by the Owner and approved by the Engineer. All change orders shall be in writing. Three copies shall be furnished to the City and two copies shall be furnished to the contractor of all change orders approved by the Engineer.

Change orders shall include the following:

1. Complete detail of work contemplated
2. Complete justification

SECTION 010 EXISTING STRUCTURES NOT SHOWN ON PLANS

The plans show the location of certain existing surface and subsurface structures. The City assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location.

SECTION 011 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The plans, these specifications, Special Provisions 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 Provisions 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 advantage 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 specifications. 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.

SECTION 012 COOPERATION OF CONTRACTOR

The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working. The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative. The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

SECTION 013 CONSTRUCTION STAKES

Where not indicated otherwise in plans and specifications, the Owner will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure.

SECTION 014 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said material remains equal to the requirements of the specifications. The contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material, which has become mixed with or coated by dirt or any other foreign substances during its delivery and handling, shall not be used in the work.

SECTION 015 MATERIALS AND WORKMANSHIP

The Contractor shall submit samples of materials, finish, appliances, etc., when required by the Engineer, and the Engineer in writing must approve all such samples before the work is executed and all work shall conform in all respects to the approved samples. Any work, which does not conform to the approved samples, will be rejected, and shall be removed and replaced by work that does so conform.

SECTION 016 SAMPLES AND TESTS OF MATERIALS

Where in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by and at the expense of the City, unless otherwise provided in the Special Provisions. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. A laboratory designated by the City shall make all tests. Testing shall be done only on written order of the Engineer on test order forms provided by the City, unless otherwise provided in the Special Provisions or in the material details; nothing in these specifications shall be construed as requiring a specific number of tests to be made.

SECTION 017 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the Engineer they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

SECTION 018 INSPECTION

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the specifications.

SECTION 019 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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. 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.

SECTION 020 CORRECTION OF WORK AFTER FINAL ACCEPTANCE

Neither the final certificate nor acceptance nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of five years from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

SECTION 021 FINAL INSPECTION

The Engineer shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 022 LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and state laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents, employees and servants against any claims or liability arising from or

based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees.

SECTION 023 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including those established by ordinances in connection with paving removal and replacement.

SECTION 024 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and the Surety shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark of copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the City for any such infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the City may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the City from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

SECTION 025 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the Contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and the Contractor shall strictly enforce their use. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

SECTION 026 PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. The Contractor shall make provisions by bridges or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary in the opinion of the Engineer, the Contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-one (24) hours' notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the City shall be paid prior to acceptance of the project. The Contractor shall notify the Traffic Control Office, The Fire Department Headquarters, and Police Headquarters when any street is closed or obstructed, and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus. Where the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

SECTION 027 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS OR RIGHT-OF-WAY

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the Construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupant of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. He shall provide any additional grounds desired by the Contractor for his use at his own expense.

SECTION 028 RAILWAY CROSSINGS

When the work encroaches upon the right-of-way of any railway the Owner will secure for the Contractor all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs or other excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the contractor together with the necessary cost of any supervision or other incidental expense which may be required by the railway company while the work is in progress on the right-of-way of the railway company, and all such costs shall be taken into consideration by the Contractor in submitting proposals. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

SECTION 029 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the City has accepted the project.

SECTION 030 USE OF EXPLOSIVES

Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the Contractor shall carry on such work in accordance with the requirements of the section on Construction Details of these specifications and in compliance with the ordinances of the City and all laws of the State of Oklahoma. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of any blasting which might damage their or his property along or adjacent to the work. Whenever explosives are stored or kept, they shall be stored in a safe and secure manner and all storage places shall be marked plainly, "DANGEROUS EXPLOSIVES," and shall be under the care of a competent watchman at all times.

SECTION 031 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-one (24) hours in advance of any work which

might damage or interfere with the operation of their or his property along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or indirected, or he shall make good such damage for injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the Contractor prior to final acceptance.

SECTION 032 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers.

SECTION 033 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said Contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree.

SECTION 034 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage, which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the contract, save where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

SECTION 035 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 ordinances for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

SECTION 036 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 stopcock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

SECTION 037 USE OF A SECTION OR PORTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer, approved by the City Council, and such usage will not be held to be in any way an

acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs or renewals on any section of the work so put into use, due to defective material or workmanship, or to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

SECTION 038 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the City as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above caused before acceptance.

SECTION 039 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Engineer or his authorized assistants, either personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

SECTION 040 WAIVER OR LEGAL RIGHTS

Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any acceptance of any work or any possession taken by the City, shall not operate as a waiver of any provision of the contract or any power therein reserved to the City or any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 041 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

SECTION 042 COMPENSATION AND DEATH LIABILITY INSURANCE

The Contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than twenty-five thousand (\$25,000) dollars for all his employees employed at the site of the project, and in case any work is sublet the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

SECTION 043 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) The Contractor and/or subcontractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily Injury Liability in the amount not less than \$500,000 for injuries including accidental death, to any one person, and subject to the same limit for each person, in amount not less than \$500,000 for one accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(b) The Contractor shall provide Owner's Protective Liability Insurance, with this City as the named insured and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operation

of Contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

Bodily Injury Liability in the amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 for an accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(c) The policies of insurance shall be executed by an insurance of indemnity carrier authorized to do business in the State of Oklahoma.

(d) Before awarding a contract the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

SECTION 044 PROOF AND CARRIAGE OF INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required.

PROSECUTION AND PROGRESS

SECTION 045 PROSECUTION OF WORK

The sequence of all construction operations shall at all times be as directed by or approved by the Engineer. Should the Contractor discontinue the prosecution of the work for any reason, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

SECTION 046 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional section.

SECTION 047 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Engineer then the Engineer may withhold all estimates that are or may become due or may suspend the work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory work condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

SECTION 048 DAY'S WORK: WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a special order or permit is given by the Engineer so to do.

SECTION 049 TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of

the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

SECTION 050 MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount specified within these contract documents, of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for the period specified and after the time of the completion and acceptance by the City of said improvements, and as required in the contract documents elsewhere, thereafter, for a total maintenance period provision.

SECTION 051 GENERAL

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. The Contractor and the Surety shall execute each bond.

SUPPLEMENTAL GENERAL CONDITIONS

Section 001 OMISSIONS:

A. In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the architect/engineer at his own expense. The contractor will be assumed to be an experienced and qualified contractor in this type of work, and to have studied the purpose and operations of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

B. In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the standard current specification or requirements of the AWWA, ASTM, ASME, ASEE, NBFU or NEC shall apply. Should the above specification not apply, then the work done, equipment or material furnished, shall be as directed by the architect/engineer.

Section 002 - MAINTENANCE BOND

A maintenance bond in the amount specified within these contract documents shall be furnished, along with the contract, for approval of the owner. A Statutory Bond and Performance Bond shall be in the amount of 100% of the contract price and submitted along with the contract, for approval of the owner

Section 003

Engineer: Where engineer is used, it shall mean the City Engineer.

Section 004

The Attached Non-Collusion Affidavit and Business Relationships Affidavit shall be completed and submitted with the bid.

Section 005

The attached Claim or Invoice Affidavit shall be completed and submitted with each claim or invoice submitted for payment.

Section 006

Bidder understands that the Owner reserves the right to reject any or all bids.

Section 007 Telegraphic Modification

Any bidder may modify his bid by telegraphic communications at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

Section 008 Qualifications of Bidder

The Owner may make such investigations as he deems 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 bidder 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. Conditional bids will not be accepted.

Section 009 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Section 010 Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure of refusal, the security deposit with his bid.

Section 011 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work order within the time specified in the agreement. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same. The Contractor may be required to furnish the Engineer with a tentative schedule, in a format acceptable to the Engineer, setting forth in detail the procedure he proposes to follow, and giving 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 time period stated in the "Agreement", or extension thereof made as herein provided.

If the Contractor shall fail to complete the work within the time specified, then the Contractor agrees to pay to the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of one thousand dollars (\$1,000.00) for each and every calendar day of failure to complete the work after the specified time set forth in the "Agreement". The said dollar amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. In the event the Contractor does not maintain the work schedule accepted by the Engineer, a sum equal to the liquidated damages for the number of days the Contractor is behind schedule shall be retained by the City out of the partial payment requests (payment estimates) due the Contractor to complete the work or any part thereof in the time provided herein. The amount of the damages finally determined to be due the City, may be withheld from any sums determined to be due the Contractor hereunder, or otherwise, as provided by the contract and specifications.

Section 012 Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor there on. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor

necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying his work, must employ such methods or means as will not to cause any interruption of or interference with the work of any other contractor.

Section 013 Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: [Seth Barkhimer, P.E., City Engineer City Hall, P.O. Box 1448, Shawnee, Oklahoma 74802-1448](#), and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 014 Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

TECHNICAL SPECIFICATIONS

DIVISION III

CHANGE ORDER

ORDER NO. _____

DATE: _____
AGREEMENT DATE: _____

NAME OF PROJECT: _____

CONTRACT NO.: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE Due to this CHANGE ORDER will be (increased)
(decreased) by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this Order must be approved:

Requested by: _____

Recommended by: _____

Ordered by:_____

Accepted by:_____

CONTRACTOR

(Signed)

OWNER

City Manager

City Engineer

TECHNICAL SPECIFICATIONS

The Standard Specifications for Highway Construction of the Oklahoma Department of Transportation, Edition 2019, with supplements thereto, shall govern the execution of this Contract.

Bidders requiring copies of the above may secure copies of the "Standard Specifications for Highway Construction" from the Oklahoma Department of Transportation, Reproduction Branch, 200 N.E. 21st Street, Oklahoma City, Oklahoma, 73105.

SECTION I-SCOPE

The scope of work comprising this project consists of furnishing all materials and work necessary to accomplish the reconstruction/microsurfacing of certain designated sections of public streets within the corporate limits of the City of Shawnee, Oklahoma, as per plans and specifications, complete and in place.

SECTION II-GENERAL

Where applicable, materials and work provided under this project shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction, Edition of 2019, and all amendments thereto, except as specifically modified by the project plans and specifications.

Measurement for payment will be based on actual quantities used and the unit price bid. All quantities shown in the proposal bid schedule are estimated quantities. The City reserves the right to construct all or part of the projects contemplated.

SECTION III-MicroSurfacing and Surface Preparations

Specifications for PressurePave-MAQS® Surfacing System
(United States Patent 9,260,826 B2)
(United States Patent 7,312,262 B2)
(United States Patent 9,879,387 B2)
(United States Patent 11,060,248 B2)

Note: Potential bidders must be pre-approved by the City prior to the bid date for their proposal to be considered. Pre-approval requirements are listed in paragraph 10.0 below.

1. Description

- 1.1. This work shall consist of the simultaneous application of PressurePave Sealant Material (PSM) and Modified Aggregate Quick Set (MAQS®) slurry surfacing to asphaltic pavement

surfaces and related preparation. PSM shall consist of modified asphaltic emulsion, mineral aggregate, additives and water. The MAQS mixture shall consist of a cationic latex modified asphaltic emulsion, mineral aggregate, Portland cement, set-control additives and water. Both mixtures shall be properly transported, proportioned, mixed and evenly spread on the asphaltic pavement surface in strict accordance with the plans, these specifications and as directed by the City. Both mixtures shall simultaneously cure to provide a new surface that is uniform and homogeneous in appearance, substantially fills all cracks, and adheres firmly to the existing surface.

2. Materials

2.1. PressurePave Sealant Material. PressurePave Sealant Material shall consist of modified asphaltic emulsion, mineral aggregate, additives and water. PSM shall be supplied by Donelson Sealant Technologies, Clever, MO per manufacturers specifications.

2.2. MAQS Surfacing Material.

2.2.1. Latex Modified Asphalt Emulsion. The asphalt shall be a latex modified grade CSS-1h emulsified asphalt. The asphalt shall be modified with DST-SCA, set control agent from Donelson Sealant Technologies, Clever, MO to achieve the performance requirements of paragraph 3.0 contained herein.

2.2.2. Mineral Aggregate

2.2.2.1. The mineral aggregate used shall be of the type and grade for the particular use of the MAQS surface. The aggregate shall be manufactured crushed Burlington limestone, from Clever Stone Company, Inc., located in Clever, Missouri.

2.2.2.2. The aggregate shall be proportioned such that two portions shall be used, one with a higher abrasion resistance than the second portion. The first portion shall be provided such that 45-55%, by weight, shall be used; the second portion shall be provided such that the balance, or 45-55%, by weight, shall be used.

2.2.2.3. The aggregate shall be graded 100% passing the 3/8-inch sieve.

2.2.2.4. Aggregate used for this project shall conform to the following requirements when tested in accordance with the specifications test methods:

<u>TEST</u>	<u>METHOD</u>	<u>REQUIREMENT</u>
Sand Equivalent	ASTM D 2419	65 minimum
Abrasion Resistance after 500 revolutions		
	Portion 1 ASTM C 131	17-23%
	Portion 2 ASTM C 131	26-34%
Soundness of Aggregates by use of Sodium Sulfate, 5 cycles	ASTM C 88	2% maximum

2.2.3. Mineral Filler. The Portland Cement mineral filler shall be any recognized brand of non-air entrained Type I Portland cement and shall be mixed at a rate between 0.25% and 2.0% by the weight of dry aggregate.

2.2.4. Water. The water shall be potable, free of harmful soluble salts, and shall be added in an amount to provide proper consistency.

2.2.5. DST-Flex field additive. To improve the flexibility and moisture of resistance of the composition, DST-Flex field additive shall be added on job as needed. DST flex shall be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

2.2.6.DST-CE additive. To enhance the black appearance of the finished surface, DST-CE may be added to the mixture by methods and in quantities as recommended by the manufacturer, Donelson Sealant Technologies.

3. Composition of MAQS Surfacing Mixture

3.1. The proposed MAQS mixture to be used for this project shall conform to the requirements specified when tested in accordance with the following tests. The residual asphalt content for these tests shall be 7.5% for MAQS-3. The emulsion design (i.e. surfactant content, surfactant solution ph, etc.) shall remain constant throughout all of the tests below, and shall not be altered from this design for project installation without consent of the City.

	<u>Description</u>	<u>Requirement</u>
Deep Dish Test Method	Cure time/strength	30 minutes: 5.5 mm 60 minutes: 4.0 mm 90 minutes: 3.5 mm
<u>ISSA Test</u> TB 139	<u>Description</u> Wet Cohesion	<u>Requirement</u>
	30 minutes (set time)	18 kg-cm minimum
	60 minutes (traffic time)	20 kg-cm min. (Or near spin)
TB 109	Excess Asphalt	30 g/ft ² maximum
TB 114	Wet Stripping	Pass (90% minimum)
TB 100	Wet Track Abrasion (For MAQS-3 a 3/8-inch mold shall be used)	
	One hour soak, loss	20 g/ft ² maximum
	Six day soak, loss	30 g/ft ² maximum
TB 113	Mix Time @ 25° C (77° F)	Controllable to 280 seconds minimum
TB 147	Measurement of Stability	
	Lateral Displacement	1% maximum
	Vertical Displacement	5% maximum

3.2. A mix design report shall be reported on an independently owned and operated testing laboratory's letterhead, demonstrating compliance with the performance tests.

4. Application

4.1. PSM material shall be delivered to the road surface per PSM manufacturers specifications and by pressurized injection methods and equipment described in United States Patent 9,879,387 B2, and United States Patent 9,260,826 B2.

4.2. Spreading of Mixtures.

4.2.1. PSM. material shall be delivered to the road surface per PSM manufacturers specifications and by pressurized injection methods and equipment described in United States Patent 9,879,387 B2, and United States Patent 9,260,826 B2.

4.2.2. MAQS-3. Single lift applications of MAQS material shall be applied in one (1) lift of 24-30 pounds per square yard of the dry mass of the mineral aggregate.

4.2.3. MAQS-FlexScratch. At the discretion and under direction of the City, areas designated shall be applied with MAQS treated with DST-Flex field additive.

5. Work Experience and Workmanship

5.1. The Contractor shall be required to have at least two (2) years of work experience in the application of these precise materials, methods of placement, and scope of work as described in herein.

6. Surface Preparation

6.1. Unit pricing shall be provided to reconstruct or patch the existing pavement prior to surfacing, in quantity and locations as directed by the Engineer.

6.2. Unit pricing shall be provided to remove existing pavement markings, in quantity and locations as directed by the Engineer. Linear Striping shall be in accordance with ODOT Specifications Section 865 Multi-Polymer. Handwork areas shall be in accordance with ODOT Specification Section 855 Plastic.

7. Finished Surface Markings

7.1. Thermoplastic pavement markings shall be placed over the finished surface. Unit pricing shall be provided to replace existing pavement markings with construct or patch the existing pavement prior to surfacing, in quantity and location as directed by the Engineer.

8. Method of Measurement and Basis of Payment

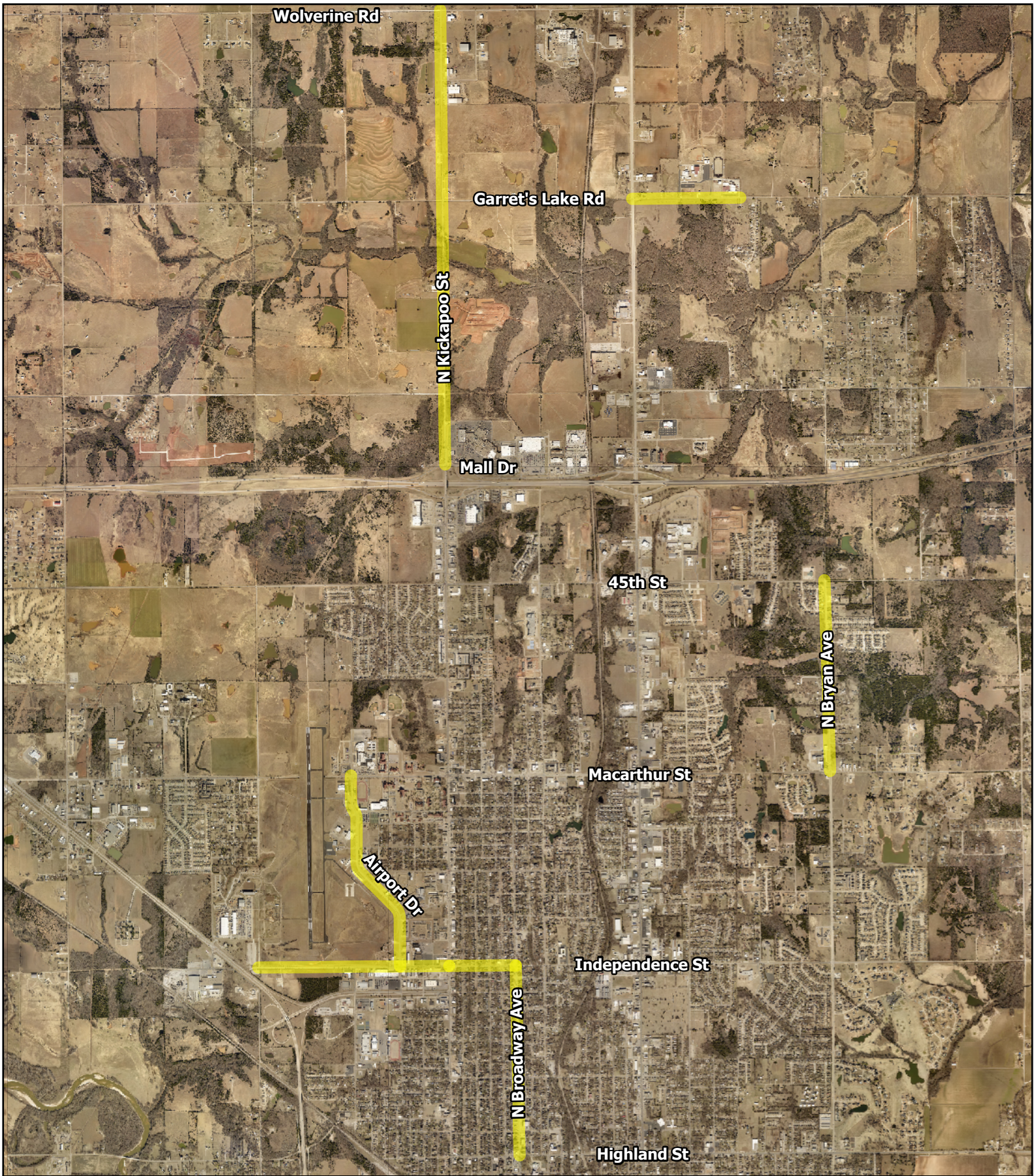
8.1. Payment shall be made in accordance with actual quantities installed and applicable unit pricing, mobilization, and traffic control prices provided. Measurements for the payment of PSM/MAQS-3 and MAQS-FlexScratch surfacing will be made to the nearest square yard.

9. Acceptance of Completed Work

- 9.1. The following conditions are known as acceptable and not cause for rejection of final surfacing.
 - 9.1.1. The complete elimination of any existing reflective cracking, drainage problem, or reprofiling of existing surface is not intended or guaranteed.
 - 9.1.2. The new surface can remain tender for weeks. Power steering marks or other minor scuffing of the surface is acceptable until full cure is established.
 - 9.1.3. The macro texture of the new surface will initially be more pronounced in non-trafficked areas and will vary depending upon volume of initial and subsequent traffic patterns. Non-uniformity in surface texture is known and acceptable.

10. Contractor Pre-Qualification Requirements

- 10.1. Potential bidders must be pre-qualified by the City prior to the bid opening date for the bid to be considered. Prequalification requirements are due 48 hours prior to the bid opening date and time. Prequalification will be determined based on information provided as follows in paragraphs 10.2 and 10.3 below. All information is required for approval.
- 10.2. The potential bidder shall submit a letter of verification addressed to the city from the proposed PSM, emulsified asphalt, and aggregate suppliers stating the following:
 - 10.2.1. The proposed supplier will provide (PSM / emulsified asphalt / crushed aggregate) to the Contractor specifically for this project.
 - 10.2.2. The proposed supplier is aware of the specifications contained herein and agrees to abide by them.
- 10.3. The potential bidder shall submit a letter of verification addressed to the City stating the project(s), and agency contact(s) that satisfies the minimum work experience requirements described in paragraph 5.1 herein



Pressure Pave Project # C-24-02



Road Micro-Surfacing



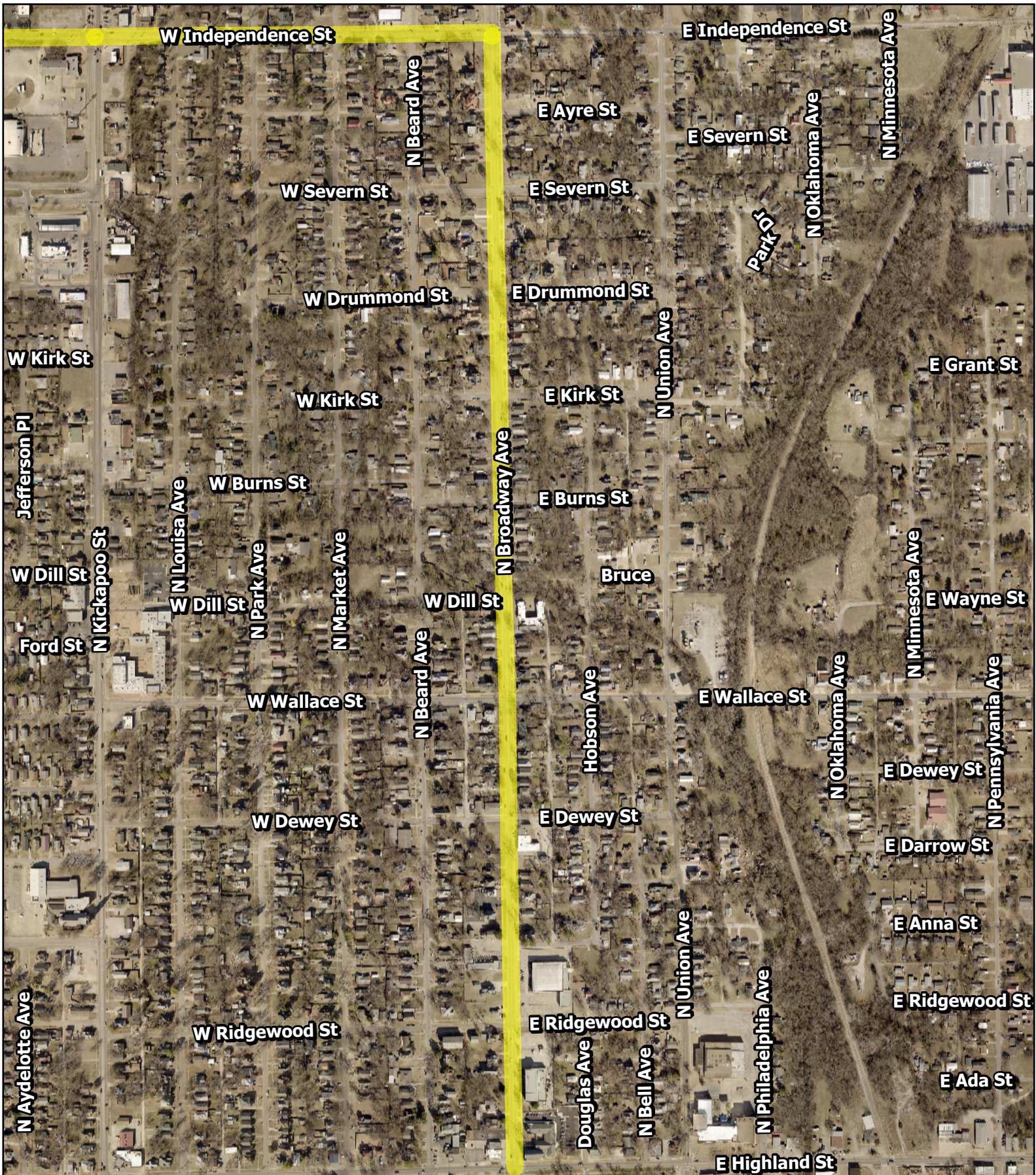


Pressure Pave Project # C-24-02



Road Micro-Surfacing



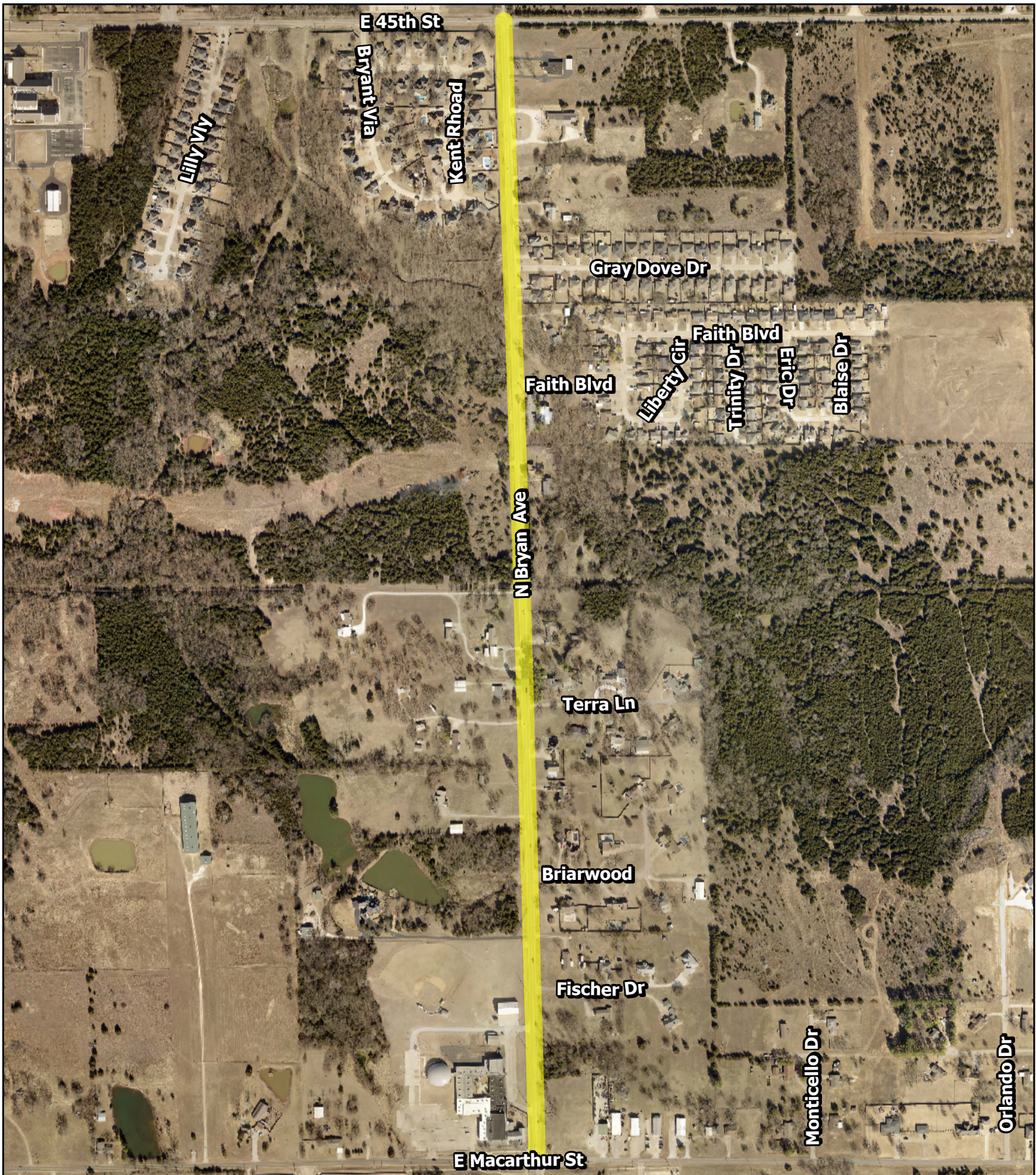


Pressure Pave Project # C-24-02



Road Micro-Surfacing





Pressure Pave Project # C-24-02



Road Micro-Surfacing





Pressure Pave Project # C-24-02



Road Micro-Surfacing



NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O Box 1448, Shawnee, OK 74802-1448 up to 2:00 p.m., **Thursday, November 9, 2023**, for:

BID: CONTRACT NO. C-24-02 FY 24 MICROSURFACING STREETS PROJECT

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. Digital copies can be requested by emailing seth.barkhimer@shawneeok.org. There is no fee for digital copies. All respondents must be registered as a plan holder to be considered a qualified bidder. The only way to register as plan holder is by purchasing plans or obtaining digital plans via the email above. **An optional pre-bid Conference is scheduled for Tuesday, October 31, 2023, at 10:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

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

BID: CONTRACT NO. C-24-02 - FY 24 MICROSURFACING STREETS PROJECT - November 9, 2023

This project shall include **micro-surfacing of various streets**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

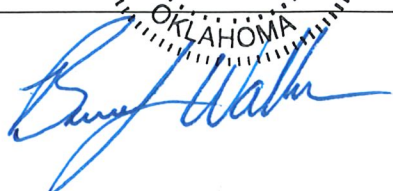
The bids filed with the City Clerk will be publicly opened and read aloud in the City Hall, Shawnee, Oklahoma, at 3:00 p.m., **Thursday, November 9, 2023**. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: _____



(SEAL)
ATTEST:



Plan Holder's List			
CITY OF SHAWNEE - Pressure Pave			
	Name of Company	Contact Info (Phone and Email)	Representative Name
1	PWXPress 1900 Coffeepoint Rd, Jacksonville, FL	408-676-8941 bids@pwxpress.com	Mary Miller
2	Intermountain Slurry Seal, Inc. 701 E Main St., Lewisville, TX	469.635.6039 kevin.harris@gcinc.com	Kevin Harris
3	Vancebrothers 5201 Brighton PO, Box 300107 KC, MO	816-922-8021 asewell@vancebrothers.com	Arthur Sewell
4	Construct Connect	323.602.5079 justine.cataylo@constructconnect.com	Justine Cataylo
5	Donelson Construction Company 1075 Wise Hill Rd. Clever, MO	417.743.2694 bdonelson@cleverstone.com	Bryant Donelson
6	Silver Star Construction Co., Inc. 2401 S Broadway, Moore, OK	405.793.1725 aharris@silverstarconst.com	Amber Harris
7	Ellsworth Construction OKC 500 N Vickie Dr. Oklahoma City, OK	405.418.4741 rcox@ellsworthinc.com	Rachel Cox
8	Altas Paving Company PO Box 75727	405.706.0922 jeffsmith@atlas pavingok.com	Jeff Smith
9	Clever Stone Company Inc. 1075 Wise Hill Rd, Clever, MO	417.743.2694 scotth@cleverstone.com	Scott Hilton
10			
11			

FY-24 Microsurfacing Streets Project

CITY OF SHAWNEE OKLAHOMA

DATE: 11.9.2023

				1	
BASE BID PAY ITEMS				Donelson Construction Co., LLC	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	PSM/MAQS-3	SY	157516	\$ 9.20	\$ 1,449,147.20
2	MAQS-FlexScratch	SY	2375	\$ 7.75	\$ 18,406.25
3	12" Base Repair - Type S5 (PG 64-22)	SY	1000	\$ 180.00	\$ 180,000.00
4	Milling Pavement	SY	150	\$ 24.00	\$ 3,600.00
5	6" Crack Repair	LF	1300	\$ 59.50	\$ 77,350.00
6	S5 Asphalt (PG-22) - 2"	TON	16	\$ 276.00	\$ 4,416.00
7	Stiping Removal and Replacement	LSUM	1	\$ 222,000.00	\$ 222,000.00
8	Mobilization	LSUM	1	\$ 58,000.00	\$ 58,000.00
9	Traffic Control	LSUM	1	\$ 54,000.00	\$ 54,000.00
TOTAL BASE BID ITEMS					\$ 2,066,919.45



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

Date: November 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: N. Park Avenue 14 in. Waterline Replacement (Award)

Background: In December of 2022, the City of Shawnee entered into a Professional Services Agreement with Freese and Nichols (FNI) for the final design of the North Park Avenue 14-inch Water Line Replacement project. With design complete, the project was advertised, and staff opened bids on November 9, 2023.

City staff and the FNI design team have reviewed the bid proposals. Four (4) bids were received, and the base bids ranged from \$1,150,180.00 (low) to \$1,987,585.00 (high). The design estimate for the Base Bid, prior to the bid opening, was \$2,514,600.00.

Staff recommends awarding the contract to Orr Construction, Inc., who submitted the lowest bid at \$1,150,180.00.

Financial Impact: \$1,150,180.00, funded from American Rescue Plan Fund, Water Distribution, Capital Outlay-Bldgs & Improvements - 304-5-1040-54200; Project No. C-23-03

Attachments: Plans, Specifications, Notice to Bidders, Plan Holders List, Addendum No. 1, Addendum No. 2, Recommendation of Award

Staff Recommendation: Award of the Contract

CITY OF SHAWNEE

SHAWNEE MUNICIPAL AUTHORITY

N. PARK AVENUE 14 INCH WL REPLACEMENT



PROJECT LOCATION MAP

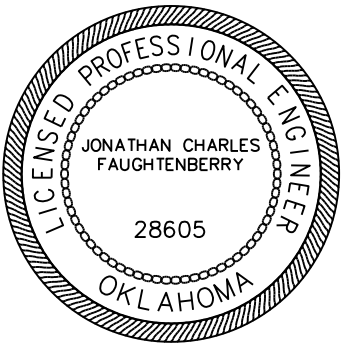
SHEET INDEX

SEQUENCE	SHEET NUMBER	SHEET TITLE
1	G-1	COVER
2	G-2	GENERAL NOTES
3	G-3	QUANTITIES TABLE
4	G-4	SURVEY CONTROL
5	C-1	BEGIN TO STA. 5+00
6	C-2	STA. 5+00 TO STA. 10+00
7	C-3	STA. 10+00 TO STA. 15+00
8	C-4	STA. 15+00 TO STA. 20+00
9	C-5	STA. 20+00 TO STA. 25+00
10	C-6	STA. 25+00 TO END
11	C-7	EST CONNECTION
12	DT-1	CONSTRUCTION DETAILS I
13	DT-2	CONSTRUCTION DETAILS II
14	DT-3	CONSTRUCTION DETAILS III
15	DT-4	CONSTRUCTION DETAILS IV
16	DT-5	CONSTRUCTION DETAILS V

SEPTEMBER 2023



4200 E. Skelly Drive, Suite 410
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024
SWN22956



Jonathan Charles Faughtenberry
09/05/2023

ACAD Rel: 24.2s (LMS Tech)
Filename: N:\WTU\Drawings\GN-ALL-GN-NOTE.dwg
Last Saved: 7/18/2023 5:53 PM Saved By: 03615

GENERAL NOTES

1.

CONSTRUCTION SHALL MEET ALL ODEQ REQUIREMENTS INDICATED IN TITLE 252, CHAPTER 626 (PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS).
2.

THE CONTRACTOR SHALL EXCAVATE THE TOP 12 INCHES OF TOPSOIL AND STOCKPILE IT SEPARATELY FROM THE GENERAL EXCAVATION. A SUITABLE VOLUME OF TOPSOIL SHALL BE EXCAVATED TO PLACE A MINIMUM OF 12 INCHES OF TOPSOIL OVER ALL EXCAVATED OR BACKFILLED AREAS. TOP SOILING IS NOT REQUIRED WHERE PAVEMENT, CONCRETE CAP, RIPRAP, OR OTHER FACILITIES ARE REQUIRED AT THE SURFACE.
3.

NO TREES MAY BE REMOVED OUTSIDE THE ROAD RIGHT-OF-WAY. TREES WITHIN THE ROAD RIGHT-OF-WAY MAY NOT BE REMOVED UNLESS WITHIN THE SPECIFIED SURFACE CUT WIDTH, OR WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE OR AS SPECIFICALLY INDICATED ON THE PLANS.
4.

CLEARING AND GRUBBING MAY BEGIN NO SOONER THAN ONE MONTH PRIOR TO PIPE TRENCHING OPERATIONS. PIPE STRINGING SHALL BE NO MORE THAN TWO WEEKS PRIOR TO PIPE LAYING. BACKFILL SHALL BE COMPLETED NO MORE THAN ONE DAY AFTER PIPE LAYING. CLEANUP AND SURFACE RESTORATION SHALL BE COMPLETED NO MORE THAN ONE MONTH AFTER PIPE LAYING. THE SITE SHALL BE KEPT CLEAN OF TRASH AT ALL TIMES. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN WITHHOLDING SOME OR ALL PAYMENT TO THE CONTRACTOR.
5.

CONTRACTOR SHALL DISPOSE OF ALL EXCESS MATERIAL, CONSTRUCTION, RUBBLE, AND TRASH. DISPOSAL SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT.
6.

NO BURNING OR BLASTING IS ALLOWED.
7.

ANY ESTABLISHED LANDSCAPING, SHRUBS, GROUND COVER, FLOWERS, ETC. IN COMMERCIAL OR RESIDENTIAL AREAS WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AFTER CONSTRUCTION, AS INDICATED IN THE DEMOLITION/RESTORATION PLANS AND SPECIFICATIONS.
8.

ALL DISTURBED GRASS AREAS ARE TO BE RE-GRASSED WITH THE SAME SOD AS THE EXISTING GRASS. CONTRACTOR SHALL ESTABLISH PERMANENT GRASS AND TEMPORARY SEASONAL PLANTINGS AS NECESSARY WHEN TIME OF YEAR IS NOT APPROPRIATE FOR ESTABLISHING PERMANENT PLANTINGS.
9.

ALL REPLACEMENT VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN ONE MONTH AFTER RE-VEGETATION. CONTINUE WATERING AS NEEDED UNTIL THE VEGETATION IS RE-ESTABLISHED. THE MAINTENANCE PERIOD FOR ALL PLANTINGS SHALL BE ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. IN THE EVENT TRENCH SETTLEMENT OR OTHER CONDITIONS REQUIRE REPAIR WORK TO BE PERFORMED BY CONTRACTOR, THE MAINTENANCE PERIOD WILL BE EXTENDED TO ONE YEAR FROM THE DATE THE AREA IS RESTORED AFTER THE REPAIR WORK.
10.

ALL ROCK UNCOVERED OR MOVED BY CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
11.

THE CONTRACTOR MAY ACQUIRE TEMPORARY CONSTRUCTION EASEMENTS AT CONTRACTOR'S OWN COST, IF CONTRACTOR SO CHOOSES. IF THE CONTRACTOR ACQUIRES ADDITIONAL TEMPORARY EASEMENTS, COPIES OF THE WRITTEN AGREEMENT SHALL BE PROVIDED TO THE OWNER. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USE OF ADDITIONAL TEMPORARY EASEMENTS.
12.

CONTRACTOR SHALL RECONSTRUCT IN PLACE, AND WITH LIKE MATERIALS, ANY DRIVES, ROADS, SIDEWALKS, IRRIGATION SYSTEMS, FENCES, UTILITY SERVICES, OR OTHER APPURTENANCES WHICH ARE REMOVED OR DAMAGED DURING CONSTRUCTION. UTILITY SERVICES WHICH ARE CUT OR DAMAGED SHALL BE IMMEDIATELY REPAIRED, AT THE CONTRACTOR'S COST.
13.

CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT OF ALL POWER POLES WITHIN THE CONSTRUCTION WORKSPACE, OR WHERE TEMPORARY REMOVAL OF GUY WIRES IS NECESSARY FOR CONSTRUCTION.
14.

CONSTRUCTION SURVEYING IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY CONTROL MONUMENTATION PRIOR TO CONSTRUCTION AND SUBMIT DOCUMENTATION OF VERIFICATION TO OWNER AND ENGINEER.
15.

NOTIFY ALL LANDOWNERS AT LEAST 48 HOURS PRIOR TO ENTERING PROPERTY. PROVIDE ACCESS FOR LANDOWNERS AND EMERGENCY PERSONNEL AT EXISTING ROADS AND DRIVES AT ALL TIMES.
16.

IT IS INTENDED THAT THE LINE BE LAID TO THE DEPTH OF COVER AS SHOWN ON THE PLANS. THE APPROXIMATE GROUND PROFILE AND THE TOP OF PIPE PROFILE SHOW A RELATIONSHIP INTENDED BY THE ENGINEER. THE TOP OF PIPE ELEVATIONS AND GEOMETRIC INFORMATION SHOWN IN THE PROFILE FOR THE PIPE ARE FOR THE CONVENIENCE OF THE CONTRACTOR. ANY VARIATIONS TO THE PIPE LAYOUT AND DEPTH IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AND OWNER FOR INFORMATION, REVIEW, AND APPROVAL AFTER EXISTING UTILITY AND CASING LOCATIONS ARE VERIFIED. THE RESPONSIBILITY FOR THE WORKABILITY OF THE DETAILED LAYOUT REMAINS WITH THE CONTRACTOR.
17.

EXCESS TRENCH EXCAVATED MATERIAL MUST BE REMOVED FROM THE SITE. NO MOUNDING IS ALLOWED ON THE TRENCH.
18.

ALL HDPE TO OTHER MATERIAL CONNECTIONS SHALL BE RESTRAINED TO ACCOUNT FOR MATERIAL BEHAVIOR DIFFERENCES IN SERVICE.
19.

CONTRACTOR SHALL INSTALL FUSED FITTINGS AT LOCATIONS SHOWN. ALL NON-STANDARD VERTICAL AND HORIZONTAL BENDS SHALL BE ACCOMPLISHED USING STANDARD BEND RADIUS OF 25X OUTSIDE DIAMETER OF THE PIPE OR THE MINIMUM RADIUS AS RECOMMENDED BY THE PIPE MANUFACTURER.
20.

CUTTING AND PLUGGING OF ALL EXISTING WATER LINES SHALL TAKE PLACE AFTER THE NEW WATER LINES ARE FULLY OPERATIONAL.
21.

THE CONTRACTOR MAY MAKE MINOR ADJUSTMENTS IN THE HORIZONTAL PIPELINE ALIGNMENT SO LONG AS THE CENTERLINE ALIGNMENT OF THE PIPELINE IS WITHIN TWO (2) FEET EITHER SIDE OF THE CENTERLINE PIPE SHOWN ON THE PLANS, AND THE ADJUSTMENT IS APPROVED BY THE OWNER.
22.

ALL VALVES AND VALVE APPURTENANCES SHALL BE FACTORY-APPLIED FUSION-BONDED EPOXY COATED WHICH MEETS AWWA C550.

GENERAL NOTES (CONTINUED)

23.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY OMISSIONS, DISCREPANCIES, OR DIMENSIONAL ERRORS PRIOR TO BEGINNING OR FABRICATING ANY WORK, OTHERWISE THE CORRECTIONS (AND ASSOCIATED COST) WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
24.

THE DESIGN, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION MEASURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY THROUGHOUT ALL PHASES OF CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE ODEQ REGULATIONS CONCERNING EROSION AND SEDIMENT CONTROL.
25.

ALL STORM WATER POLLUTION PREVENTION MEASURES SHALL CONFORM FOR COMPLIANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REQUIREMENTS. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER THE APPLICABLE LAWS AND REGULATIONS.
26.

THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS, DRIVEWAYS, AND SIDEWALKS ADJACENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM THE CONSTRUCTION.
27.

THE CONTRACTOR IS RESPONSIBLE FOR ALL JOB SITE SAFETY AND SHALL BE RESPONSIBLE FOR PREPARING A TRENCH SAFETY PLAN FOR THIS PROJECT.
28.

THE LOCATION OF ALL UNDERGROUND PIPING, FRANCHISE UTILITIES AND OTHER UNDERGROUND STRUCTURES AND UTILITIES ARE BASED ON EITHER ORIGINAL CONSTRUCTION PLANS AND/OR LIMITED FIELD SURVEY. THE CITY OF SHWANEE NOR ENGINEER ASSUME RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE FACILITIES OR TO SHOW THEM IN THEIR EXACT LOCATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL AFFECTED UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THE PLANS, TO VERIFY THE MATERIALS, LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OR PURCHASE OF MATERIAL AND TO PROVIDE ALL NECESSARY PIPE, FITTINGS AND APPURTENANCES TO MAKE ALL CONNECTIONS AS SHOWN IN THESE PLANS. SUCH VERIFICATION SHALL BE CONSIDERED SUBSIDIARY TO THE COST OF THE PROJECT AND NO ADDITIONAL COMPENSATION WILL BE MADE.
29.

DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ADJUSTMENTS TO FRANCHISE UTILITIES SHOULD BE MADE BY THE APPROPRIATE UTILITY COMPANY TO MEET THE DESIGN OF THIS PROJECT.
30.

CONTRACTOR SHALL PROVIDE THE NECESSARY APPURTENANCES TO ADEQUATELY PERFORM A PRESSURE TEST AND DISINFECT THE LINES.
31.

THE PLAN SHEETS DO NOT ATTEMPT TO SHOW THE LOCATION OF ALL JOINTS AND CLOSURE SECTIONS WHICH MAY BE NECESSARY IN ORDER TO CONSTRUCT THE PIPING OR ACCOMPLISH PARTICULAR PHASING OF THE WORK. THE CONTRACTOR SHALL MAKE THE DETERMINATION IF AND WHERE ADDITIONAL JOINTS OR CLOSURE SECTIONS ARE REQUIRED AND INCORPORATE THEM AS NECESSARY, AT NO ADDITIONAL COST.
32.

DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.
33.

THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C651, THEN FLUSH AND SAMPLE THE LINES. OBTAIN SAFE BACTERIOLOGICAL SAMPLES ON TWO CONSECUTIVE DAYS BEFORE PLACING THE WATER LINE INTO SERVICE, IN ACCORDANCE WITH ODEQ TITLE 252, CHAPTER 626 (PUBLIC WATER SUPPLY CONSTRUCTION STANDARDS), SUBCHAPTER 19.
34.

THE CONTRACTOR SHALL VIDEO ALL IMPACTED PROPERTY WITHIN THE CONSTRUCTION LIMITS PRIOR TO WORK. VIDEOS SHALL INCLUDE DATE NOTATION AND AUDIO IDENTIFICATION OF PROPERTY ADDRESS AND APPROXIMATE STATION NUMBER. THIS PRE CONSTRUCTION VIDEO TAPING OF IMPACTED PROPERTIES SHALL BE CONSIDERED SUBSIDIARY WORK. SUBMIT COPY OF VIDEO TO THE OWNER FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION.
35.

ALL EXISTING WATER MAINS AND APPURTENANCES ABANDONED BY ANY PROJECT ARE TO REMAIN THE PROPERTY OF THE CITY OF SHAWNEE, AND SHALL BE SALVAGED FOR THE CITY WATER DEPARTMENT. CONTRACTOR TO DELIVER ANY SALVAGE ITEMS TO A LOCATION SPECIFIED BY THE OWNER WITHIN CITY LIMITS.
36.

AFTER CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AUTOCAD FILES, IN THE SAME COORDINATE SYSTEM AS USED ON THE DRAWINGS, OF ALL ABOVE-GRADE APPURTENANCES, VAULTS, VALVE BOX LIDS, METER BOXES, ETC. THE AUTOCAD FILE SHALL INDICATE LOCATION AND ELEVATION.
37.

PRESSURE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH OAC 252:626-19-2(E). LEAKAGE SHALL NOT EXCEED 10 GAL/INCH PER MILE PER 24 HOURS AT 150 PSI TESTING PRESSURE.

TRAFFIC AND ACCESS CONTROL NOTES

38.

THE CONTRACTOR MAY USE EXISTING ROADS FOR TRANSPORTING MATERIAL AND EQUIPMENT. THE CONTRACTOR SHALL FOLLOW THE LAWS FOR ROAD WEIGHT RESTRICTIONS. DAMAGE CAUSED BY CONSTRUCTION VEHICLES IS THE RESPONSIBILITY OF THE CONTRACTOR.
39.

CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADES, FLAGMEN, ETC. REQUIRED TO MAINTAIN SAFE TRAFFIC FLOW AT ALL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
40.

CONTRACTOR WORK LIMITS SHALL BE RESTRICTED TO THE ROAD RIGHT-OF-WAY ONLY. CONTRACTOR SHALL NOT ENCROACH ANY PRIVATE PROPERTY UNLESS CONTRACTOR OBTAINS WRITTEN PERMISSION. ANY AGREEMENTS WITH PRIVATE PROPERTY OWNERS SHALL BE PROVIDED TO THE CITY FOR RECORD KEEPING PURPOSES.
41.

ANY FENCES REMOVED OR DESTROYED DURING OR DUE TO CONSTRUCTION SHALL BE REPLACED TO EXISTING CONDITION.
42.

CONTRACTOR SHALL GIVE A MINIMUM OF TWO WEEKS NOTICE PRIOR TO CONSTRUCTION TO IMPACTED LANDOWNERS.

43.

CONTRACTOR SHALL COORDINATE AND COOPERATE WITH LAND OWNERS TO MAINTAIN ACCESS TO LANDOWNERS DRIVES.
44.

CONTRACTOR SHALL SUBMIT THE TRAFFIC CONTROL PLAN TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO BEGINNING CONSTRUCTION OR BETTER.

TRAFFIC CONTROL PLAN

45.

CLOSE PARK AVENUE TO THRU TRAFFIC FROM INDEPENDENCE STREET TO FEDERAL STREET. DETOUR TRAFFIC ALONG INDEPENDENCE STREET, KICKAPP AVENUE AND FEDERAL STREET.
46.

FOR CONSTRUCTION ALONG INDEPENDENCE STREET, WALL STREET, ELIZABETH STREET, CAMMACK STREET AND EMMETT STREET, PLACE SIGNS TO REROUTE TRAFFIC TO ADJACENT STRET (NORTH OR SOUTH) DURING CONSTRUCTION WHILE CONNECTION TO PARK AVENUE IS CLOSED.
47.

NO MORE THAN TWO INTERSECTIONS TO BE IMPACTED BY CONSTRUCTION AT A TIME.
48.

IT IS ANTICIPATED THAT THE SERVICE CONNECTIONS CAN BE BORED. SHOULD TRAFFIC CONTROL BE NEEDED FOR THIS CONSTRUCTION, COORDINATE WITH THE ENGINEER.
49.

ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE STATE STANDARDS (CURRENT EDITION) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION). WHEN IN CONFLICT, COORDINATE WITH THE ENGINEER.
50.

THE FOLLOWING OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) STANDARDS ARE APPLICABLE TO THIS PROJECT:

a.

TCS1-1-01

b.

TCS2-1-00

c.

TCS3-1-01

d.

TCS4-1-01

e.

TCS5-1-00

f.

TCS6-1-02

g.

TCS7-1-02

h.

TCS8-1-00

i.

TCS9-1-01

j.

TCS10-1-00

k.

TCS11-1-01

l.

TCS12-1-00

m.

TCS13-1-00

n.

TCS14-1-00

o.

TCS15-1-00

p.

TCS19-1-01

q.

TCS20-1-00

LEAD SERVICE LINE CONNECTIONS

50.

CONTRACTOR SHALL PROVIDE A FULL LIST OF THE CONNECTIONS WHERE ALL REPLACEMENTS HAVE BEEN MADE, IDENTIFIED BY METER # OR ADDRESS.
51.

CONTRACTOR SHALL PROVIDE DOCUMENTATION ON EACH CONNECTION WHERE A LEAD LINE WAS LOCATED, REMOVED.
52.

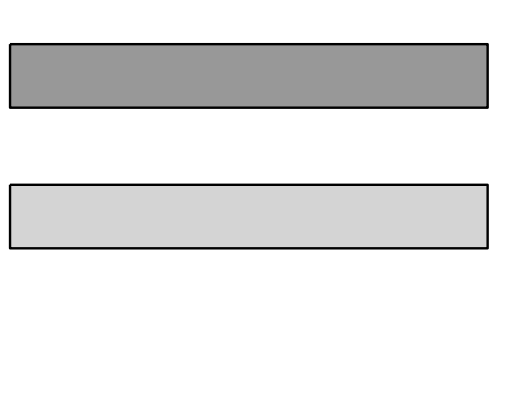
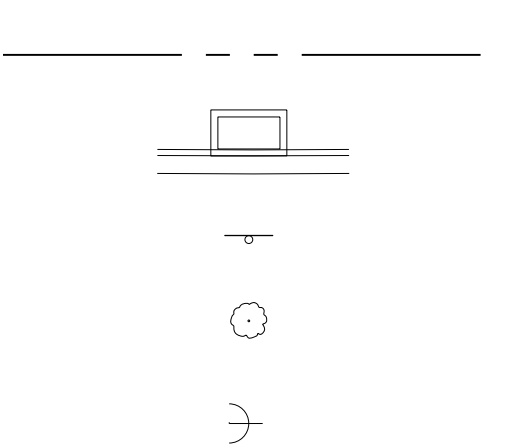
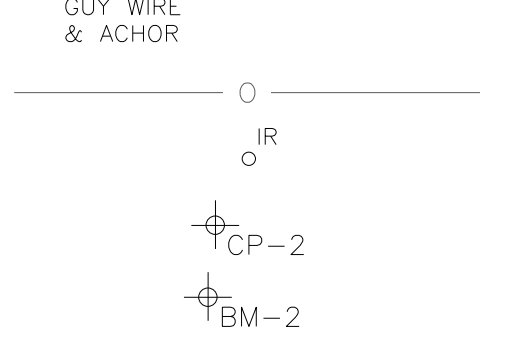
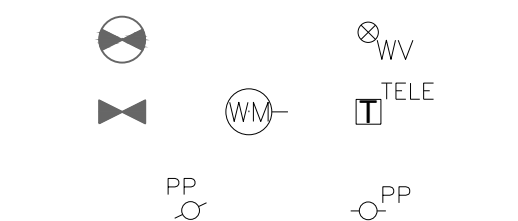
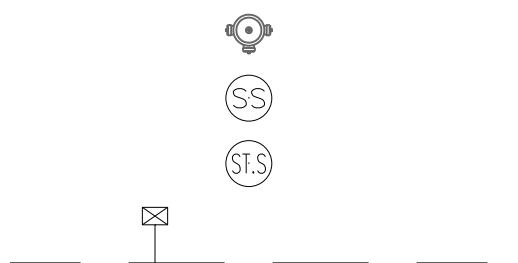
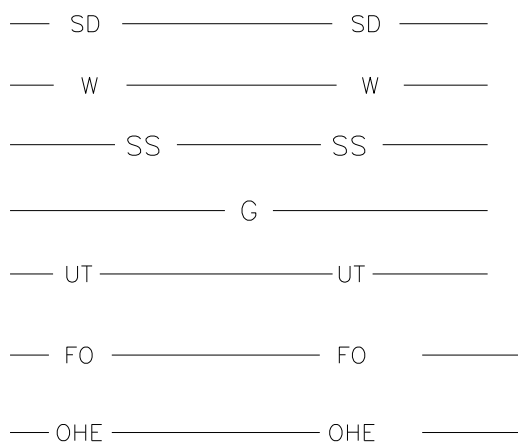
CONTRACTOR SHALL PROVIDE DOCUMENTATION ON THE LINE MATERIAL ON THE CUSTOMER SIDE OF THE METER, IF OBSERVABLE.
53.

CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ANY LEAD MATERIAL OBSERVED, BUT LEFT IN PLACE (SUCH AS LEAD LINES, SOLDER OR FITTINGS AT THE METER OR ON THE CUSTOMER SIDE).
54.

CONTRACTOR SHALL DOCUMENT THE SPECIFIC MATERIAL THAT IS INSTALLED WITH EACH LEAD SERVICE LINE REPLACEMENT.
55.

ANY LEAD SERVICE LINES THAT ARE DETERMINED TO BE LEAD SERVICE LINES SHOULD BE PROPERLY RECYCLED AND/OR DISPOSED BY A LICENSED HAZARDOUS MATERIALS CONTRACTOR.

EXISTING

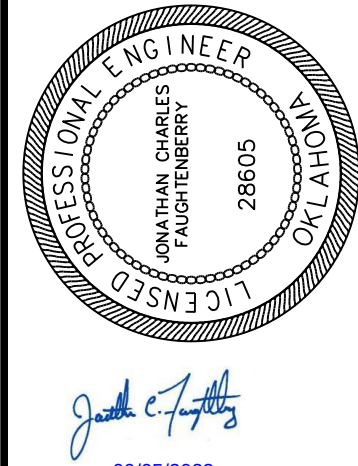
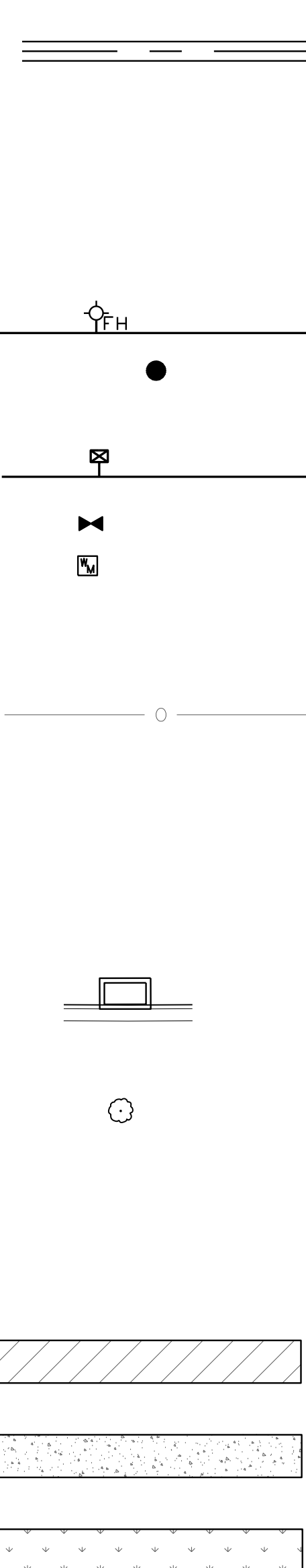


LEGEND

PLAN VIEW

- STORM DRAIN
- WATER LINE
- SEWER LINE
- GAS LINE
- UNDERGROUND TELEPHONE CABLE
- FIBER OPTICS
- OVERHEAD ELECTRIC
- FIRE HYDRANT
- SAN SEWER MANHOLE
- STORM DRAIN M.H.
- WATER SERVICE & SIZE
- WATER VALVE
- METERS
- POWER POLES
- CHAIN LINK
- IRON ROD
- CONTROL POINT
- BENCHMARK
- PROPERTY LINE AND/OR R.O.W.
- CONCRETE INLET (SIZE NOTED)
- SIGN
- TREE
- OHE GUY WIRE
- STRUCTURE
- ASPHALT
- CONCRETE
- SOD

PROPOSED/FUTURE



FREES

NICHOLS

3600 NW 138th St., Suite 202
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Expiration Date: 06/30/2024

CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT

GENERAL

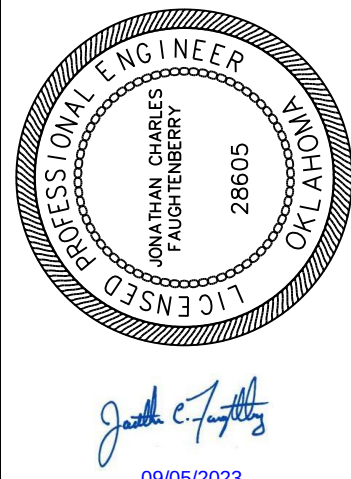
GENERAL NOTES

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SHEET															
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2															

90% SUBMITTAL

Specification	DESCRIPTION	QUANTITY	UNIT
33 31 13.16	18" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	2640	LF
33 31 13.16	10" PVC WATER LINE, DR21 BY OPEN CUT	20	LF
40 05 61	18" GATE VALVE, AWWA	5	EA
40 05 61	10" GATE VALVE, AWWA	2	EA
40 05 61	8" GATE VALVE, AWWA	1	EA
40 05 61	24"X18" TS&V	1	EA
33 05 01.02	18"X18" TEE, RJ	1	EA
33 31 13.16	18"X6" HDPE TEE	5	EA
33 05 01.02	18"X10" CROSS, RJ	1	EA
33 05 01.02	18"X8" REDUCER, RJ	2	EA
33 05 01.02	11.25° 10" BEND	2	EA
40 05 78	2" CAV ASSEMBLY	1	EA
33 12 19	FIRE HYDRANT ASSEMBLY	5	EA
33 31 13.16	CONNECTION TO EXISTING 24" WATER LINE	1	EA
33 31 13.16	CONNECTION TO EXISTING 14" WATER LINE	1	EA
33 31 13.16	CONNECTION TO EXISTING 10" WATER LINE	2	EA
33 31 13.16	CONNECTION TO EXISTING 8" WATER LINE	1	EA
03 30 00.1	REMOVE AND REPLACE CONCRETE	420	SY
32 01 29	REMOVE AND REPLACE ASPHALT	190	SY
32 92 00	BLOCK SODDING	2220	SY
01 29 01	PREPARE AND IMPLEMENT SWPPP	1	LS
33 31 13.16	NEW LONG SIDE WATER SERVICE	39	EA
33 31 13.16	NEW SHORT SIDE WATER SERVICE	43	EA
02 41 00	TREE REMOVAL	6	EA
02 41 00	CLEARING AND GRUBBING	1	LS
01 29 01	LEAD SERVICE LINE REMOVAL AND DISPOSAL	1	EA
33 05 23.33	GROUT FILL ABANDONED LINES	85	CY
01 29 01	24" STEEL CASING BY TRENCHLESS	42	LF
01 29 01	REMOVE AND REPLACE CURB AND GUTTER	55	LF
01 29 01	TRAFFIC CONTROL	1	LS
01 29 01	MOBILIZATION (5% MAX)	1	LS
01 29 01	CONCRETE COLLAR	5	EA
01 29 01	OWNER'S ALLOWANCE	1	LS

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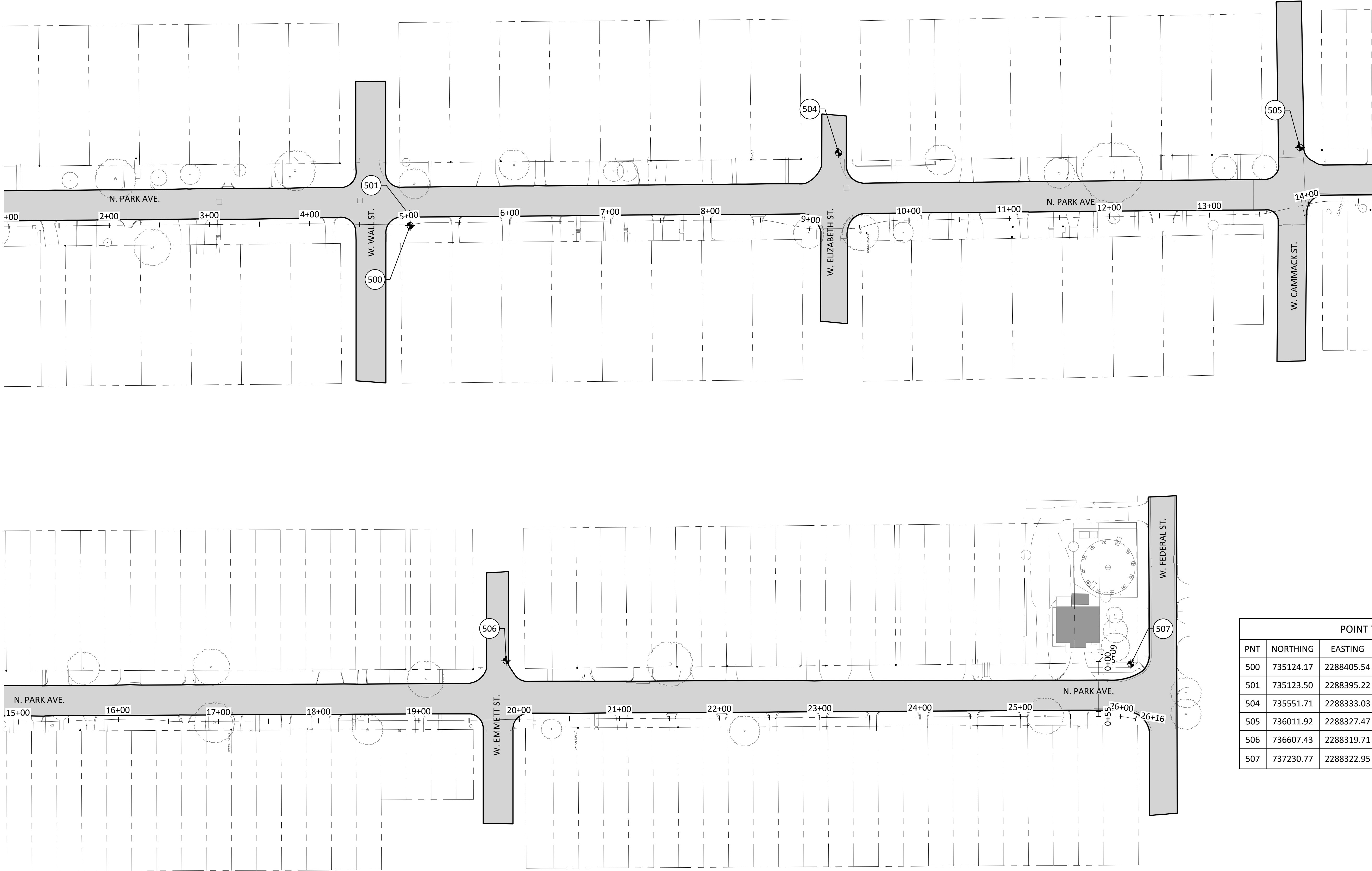
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GENERAL

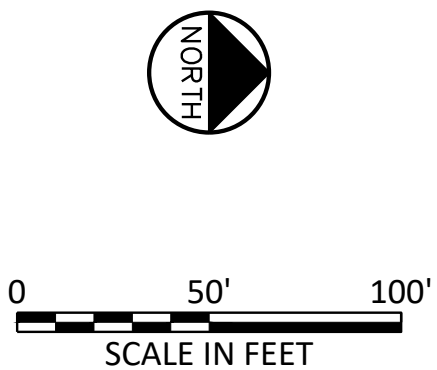
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POINT TABLE				
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501	735123.50	2288395.22	1078.80	MAGSS
504	735551.71	2288333.03	1076.75	MAG SPIKE SET
505	736011.92	2288327.47	1086.57	MAG SPIKE SET
506	736607.43	2288319.71	1095.73	MAG SPIKE SET
507	737230.77	2288322.95	1096.15	3/8" IPSC



Plot Date: 9/5/2023 3:12 PM Plot By: 03615 Filename: N:\WTU\Drawings\GN-ALL-GN-SURV.dwg

Jonathan Charles Faltner
Professional Engineer
License No. 28605
State of Oklahoma

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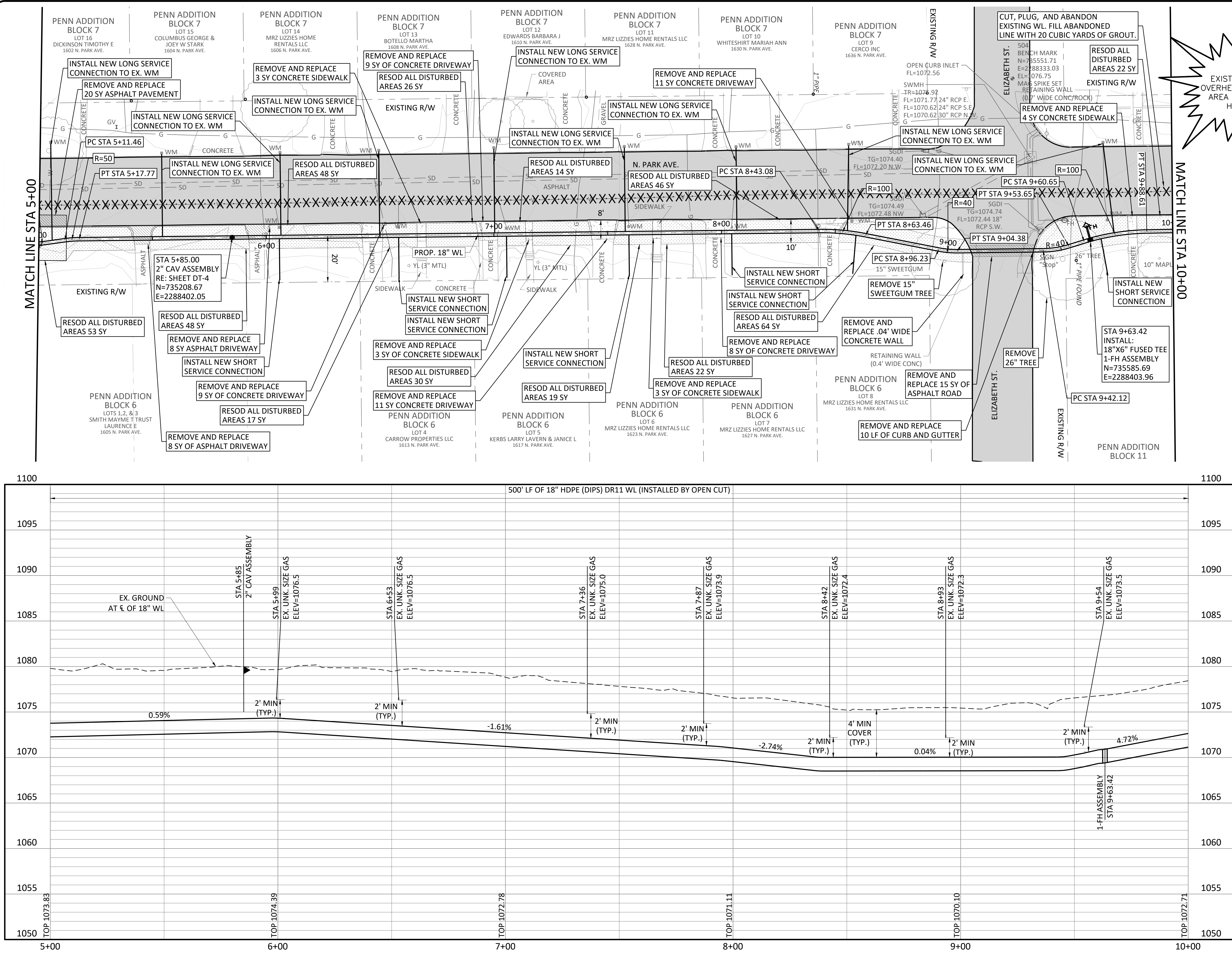
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SURVEY CONTROL

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				DRAWN MMM
				REVISED
				CHECKED
				WCH
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CAUTION!!!

EXISTING GAS LINES AND OVERHEAD ELECTRIC LINES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION

NOTES:

- CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ALL EXISTING UTILITY DEPTHS SHOWN ARE ESTIMATES. ANY UTILITIES DAMAGED DURING CONSTRUCTION WILL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- WHERE WATER METER RELOCATION IS REQUIRED RELOCATE 1' INSIDE ROW FROM RESPECTIVE PROPERTY. NO SEPARATE PAYMENT WILL BE MADE.
- CONNECTION TO EXISTING PIPE SHALL BE SEQUENCED SUCH THE NEW PIPE SHALL BE LAID FIRST, THEN CONNECTION TO THE EXISTING PIPE FROM THE NEW PIPE SHALL BE MADE THEREAFTER. NEXT, OLD PIPE SHALL BE CUT, PLUGGED, AND GROUTED AFTER CONNECTION TO EXISTING PIPE IS MADE AND NEW LINE IS FULLY OPERATIONAL. SEE NOTE 20.

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PLAN AND PROFILE

STA. 5+00 TO STA. 10+00

90% SUBMITTAL

VERIFICATION SCALE

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Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

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SHEET

SEQ. 6

C-2

PROFESSIONAL ENGINEER

JOHN H. CARLES

09/05/2023

SHAWNEE MUNICIPAL AUTHORITY

N. PARK AVENUE 14 INCH WL REPLACEMENT

CIVIL

FILE NAME

CV-WAT-PP-WTRL01.dwg

DATE

6/16/23

DESIGNED

JDH

DRAWN

MMM

REVIS

MMM

CHECKED

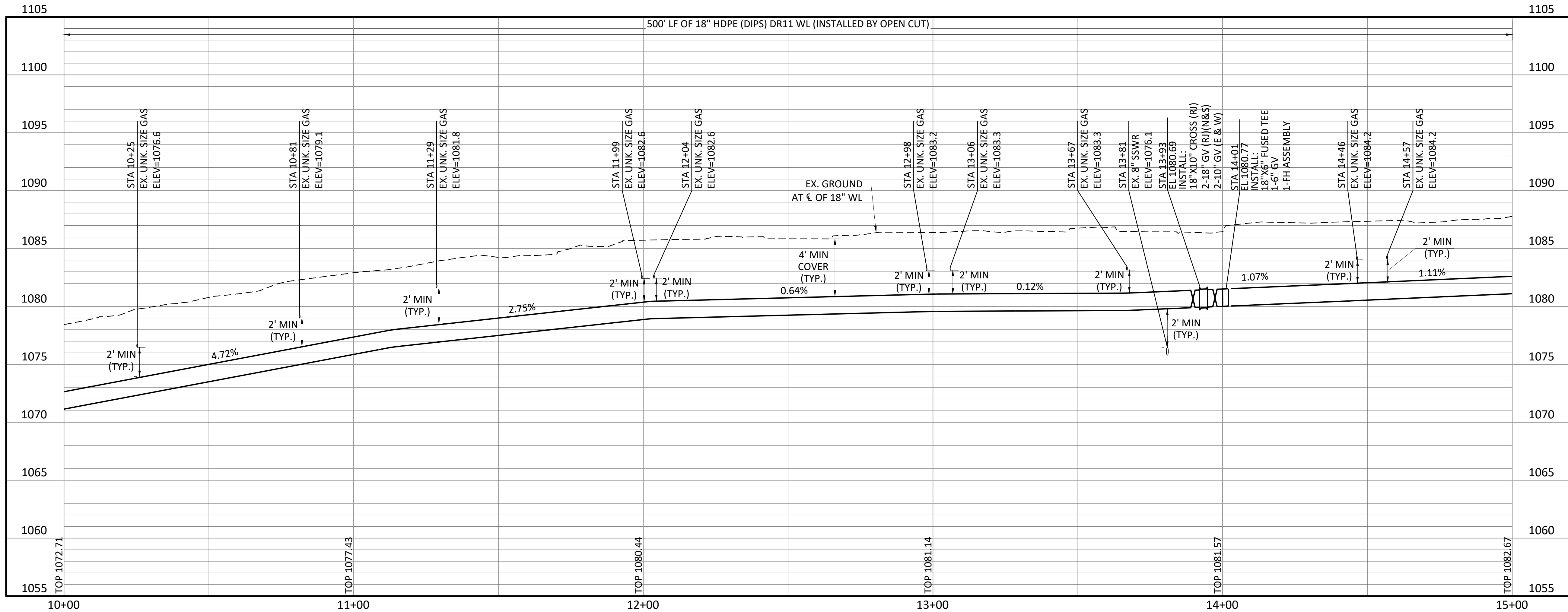
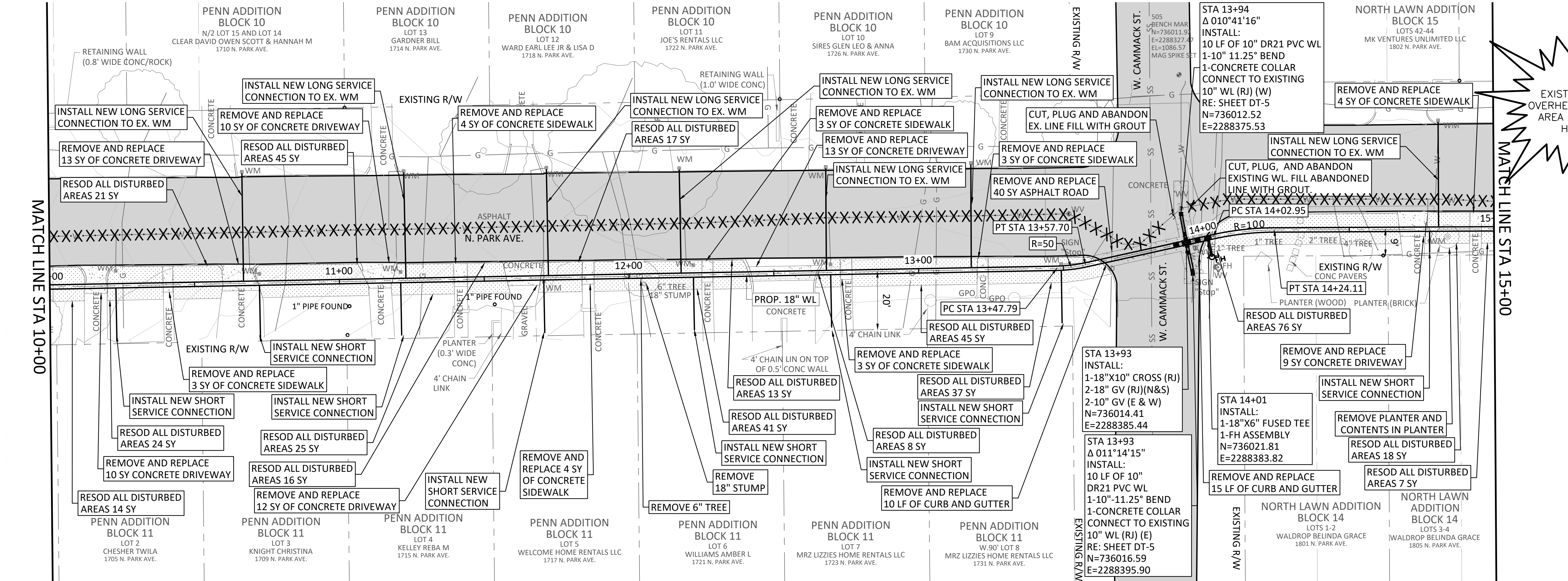
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EXPIRATION DATE

06/30/2024

3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
Phone - (405) 607-7060
Web - www.freese.com
Certificate of Authorization: CA#511

ACAD Ref: 24.2s (LMS Tech)
Filename: N:\WTU\Drawings\CV-WAT-PP-WTRL01.dwg
Last Saved: 7/18/2023 3:39 PM. Saved By: 03615



CAUTION!!!

EXISTING GAS LINES AND OVERHEAD ELECTRIC LINES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION

SCALE IN FEET HORIZONTAL
0 20' 40'

SCALE IN FEET VERTICAL
0 5' 10'

NOTES:

- CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ALL EXISTING UTILITY DEPTHS SHOWN ARE ESTIMATES. ANY UTILITIES DAMAGED DURING CONSTRUCTION WILL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- REPLACEMENT OF CROSSING PIPE SHALL BE BURIED A MINIMUM OF 4' BELOW GRADE FROM TOP OF PIPE, AND 2' OF SEPARATION BETWEEN TOP OF PIPE AND BOTTOM OF EXISTING UTILITIES.
- WHERE WATER METER RELOCATION IS REQUIRED RELOCATE 1' INSIDE ROW FROM RESPECTIVE PROPERTY. NO SEPARATE PAYMENT WILL BE MADE.
- CONNECTION TO EXISTING PIPE SHALL BE SEQUENCED SUCH THE NEW PIPE SHALL BE LAID FIRST, THEN CONNECTION TO THE EXISTING PIPE FROM THE NEW PIPE SHALL BE MADE THEREAFTER. NEXT, OLD PIPE SHALL BE CUT, PLUGGED, AND GROUTED AFTER CONNECTION TO EXISTING PIPE IS MADE AND NEW LINE IS FULLY OPERATIONAL. SEE NOTE 20.

PROFESSIONAL ENGINEER
JONATHAN G. GILES
2805
09/05/2023

FREES & NICHOLS
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
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Expiration Date: 06/30/2024

CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT
CIVIL
PLAN AND PROFILE
STA. 10+00 TO STA. 15+00

NO.	ISSUE	BY	DATE	FILE NAME	CV-WAT-PP-WTRL01.dwg
1	ISSUE				

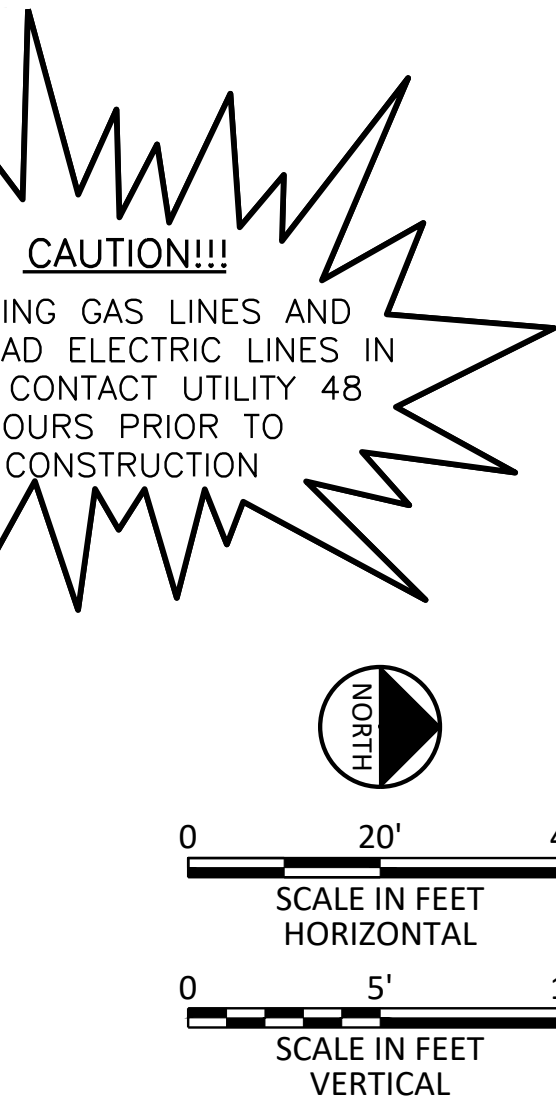
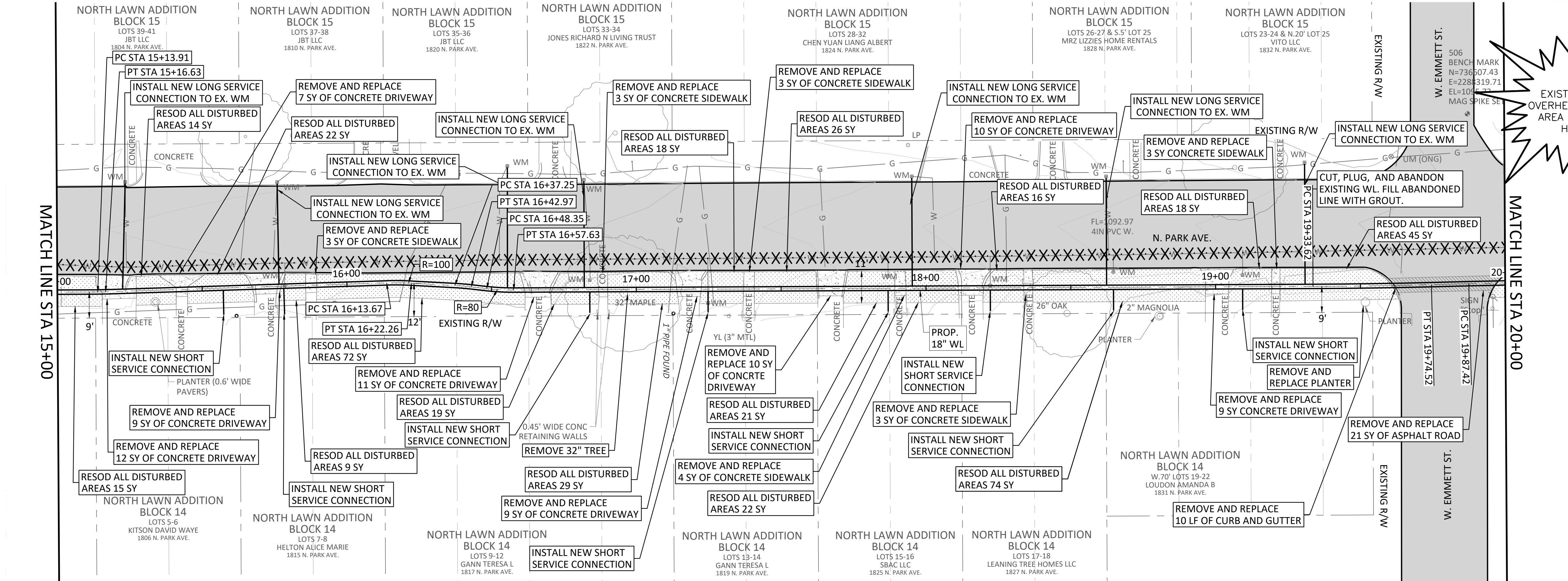
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90% SUBMITTAL

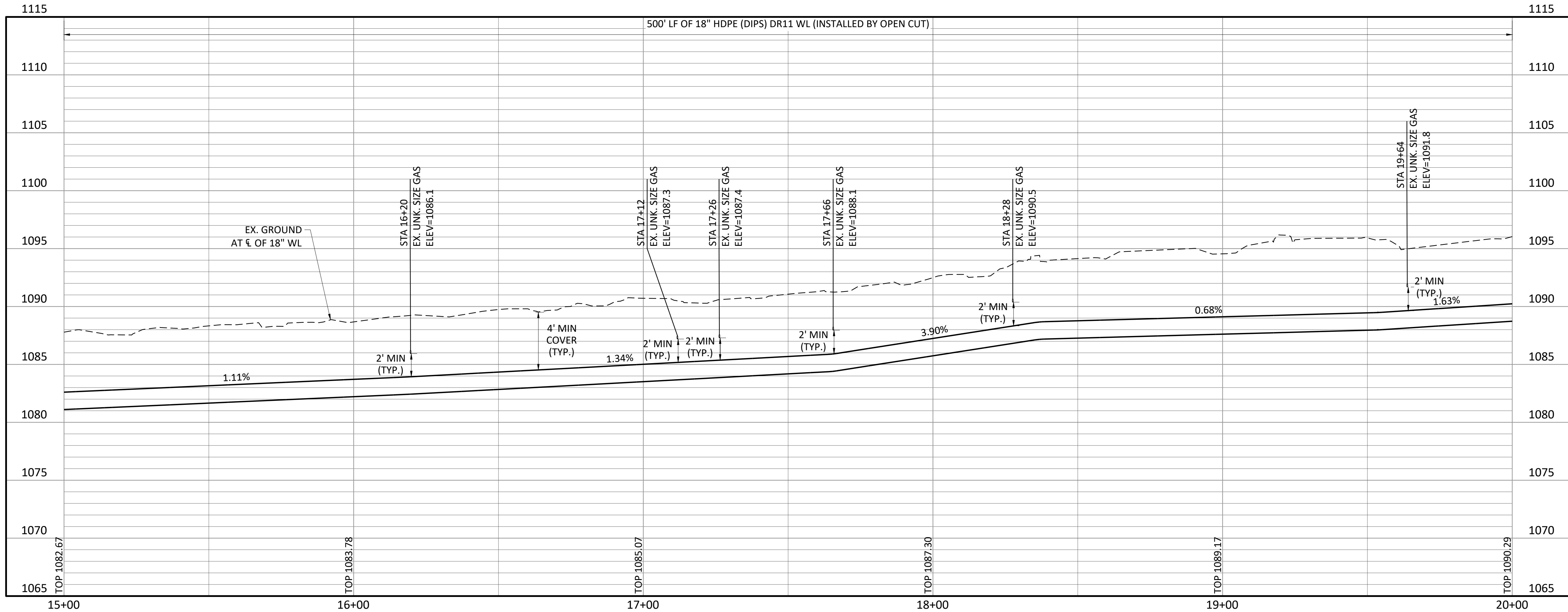
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Professional Engineer
JONATHAN CHARLES FAUGNIER
28605
09/05/2023

Professional Engineer
JONATHAN CHARLES FAUGNIER
28605
09/05/2023

Professional Engineer
JONATHAN CHARLES FAUGNIER
28605
09/05/2023

CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT
CIVIL
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ISSUE

BY

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DATE

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DRAWN

REVIS

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WCH

SVN122956

6/16/23

JDH

MMH

FILE NAME

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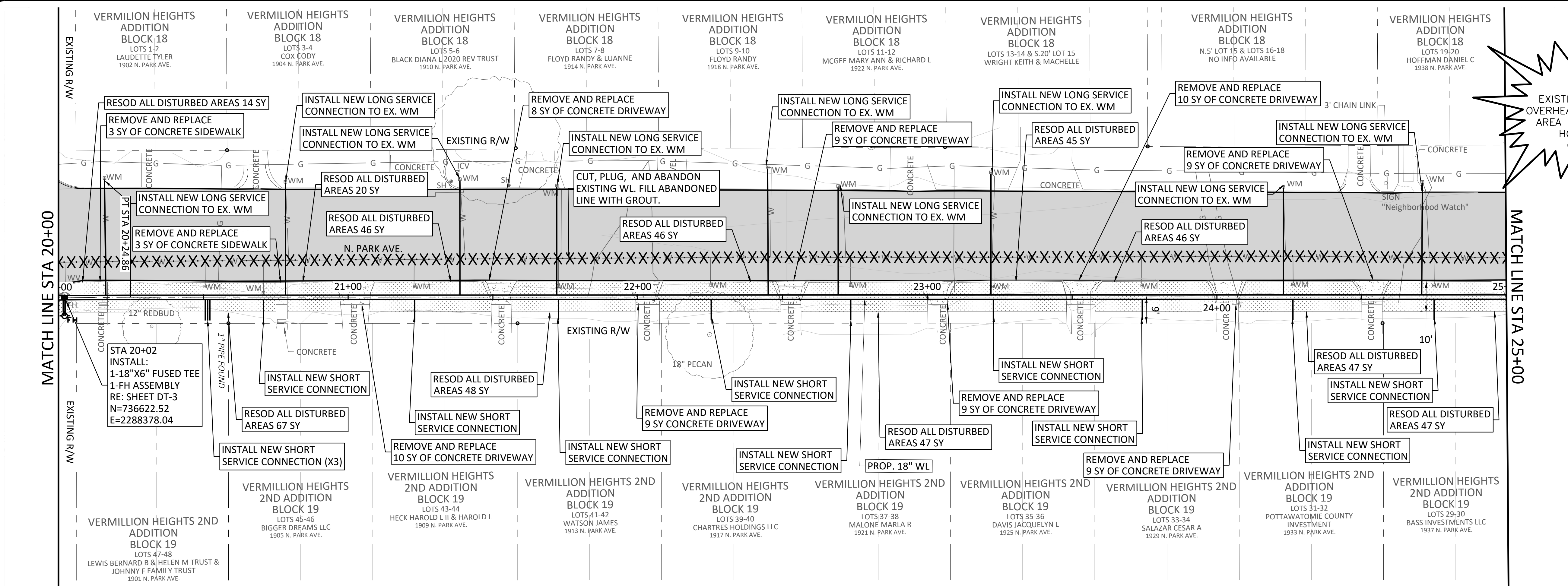
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Page 365 of 798

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Filename: N:\WTU\Drawings\CV-WAT-PP-WTRL01.dwg
Last Saved: 7/18/2023 3:39 PM. Saved By: 03615



CAUTION!!!

EXISTING GAS LINES AND OVERHEAD ELECTRIC LINES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION

0 20' 40'

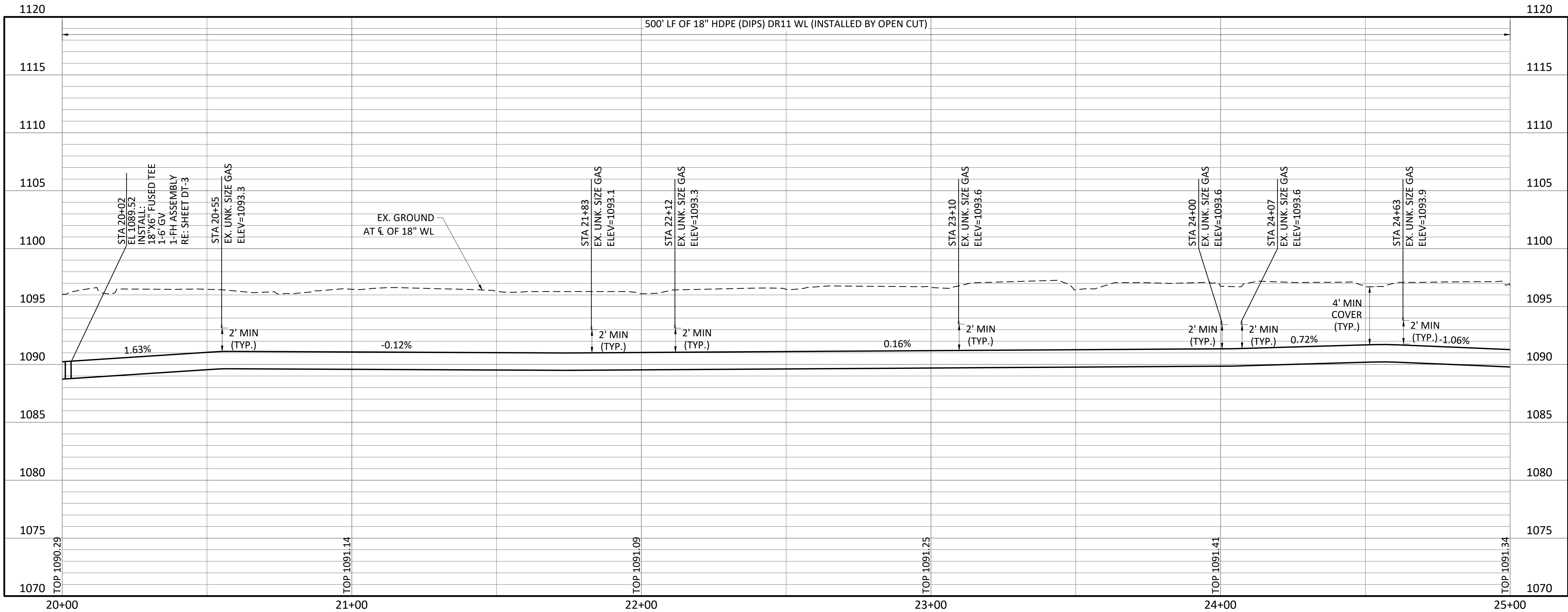
SCALE IN FEET HORIZONTAL

0 5' 10'

SCALE IN FEET VERTICAL

NOTES:

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90% SUBMITTAL

1

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

Professional Engineer Seal: JAMES H. GARET, License No. 28605, State of Oklahoma.

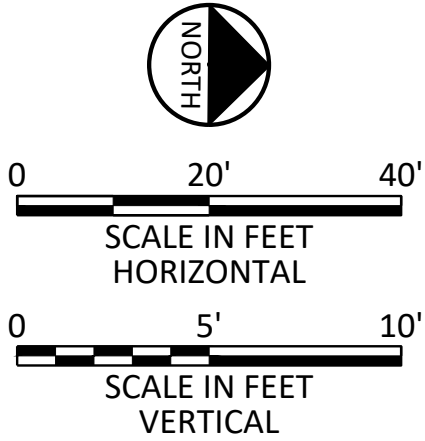
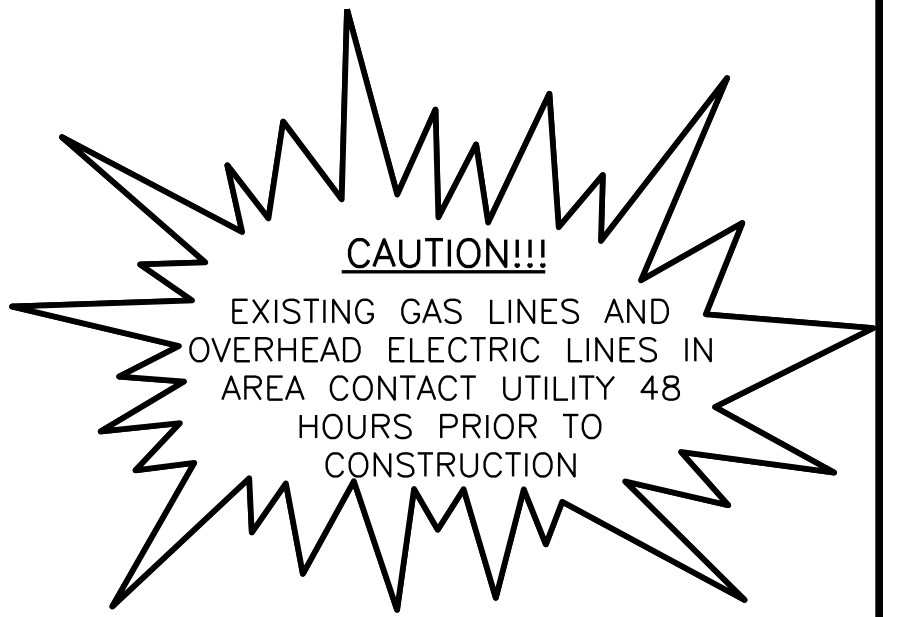
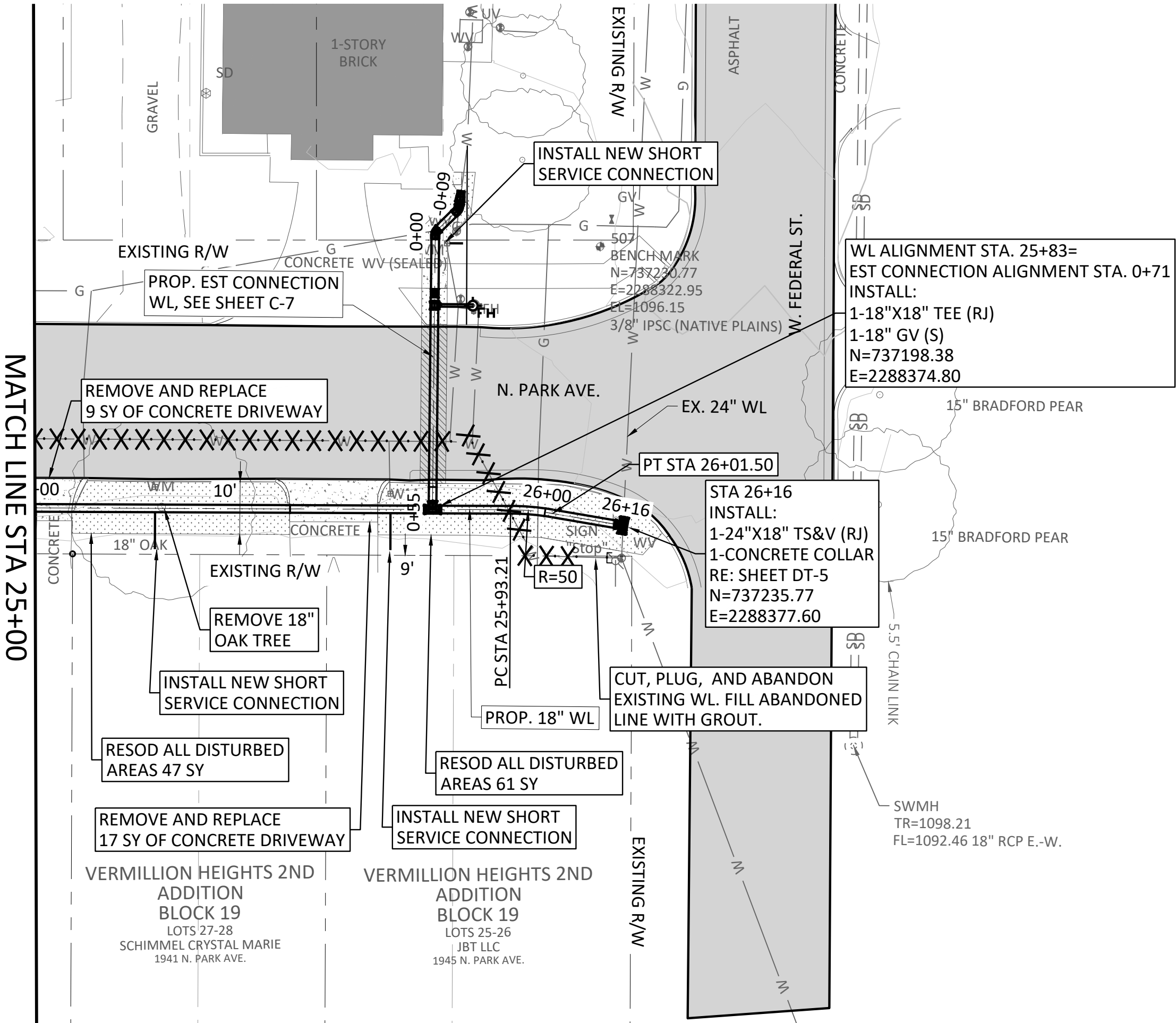
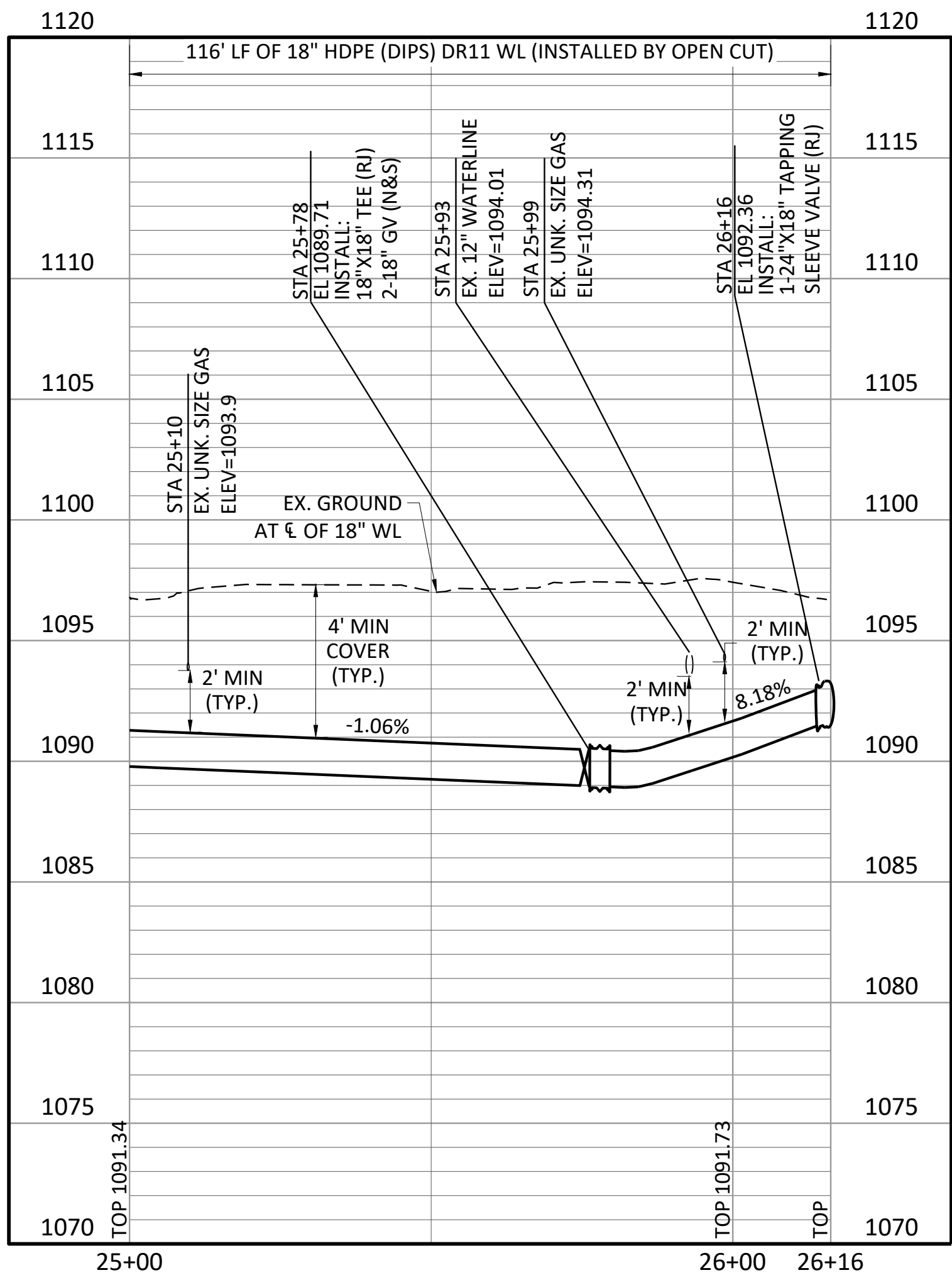
Project Information:
CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT
PLAN AND PROFILE
STA. 20+00 TO STA. 25+00

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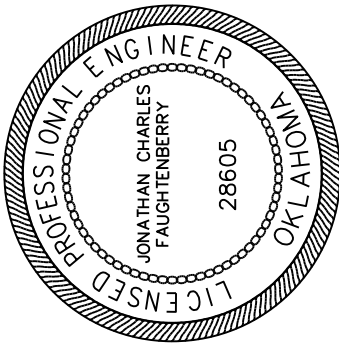
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09/05/2023

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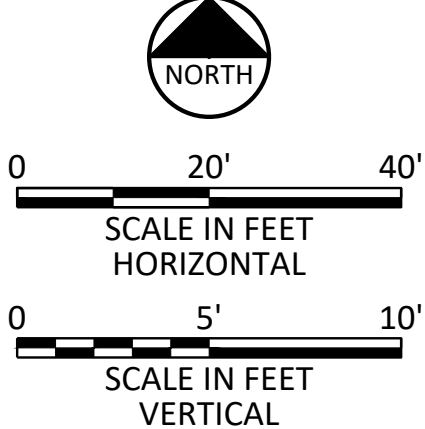
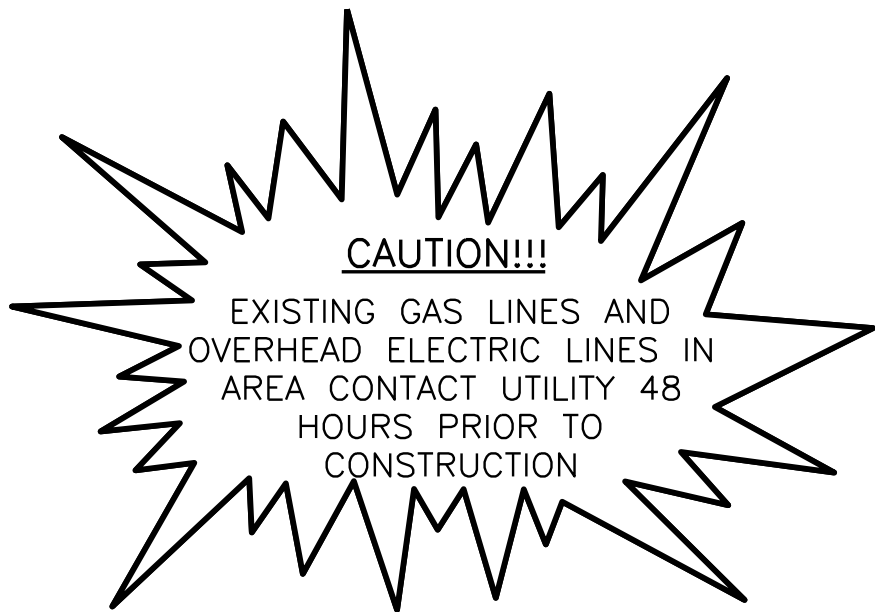
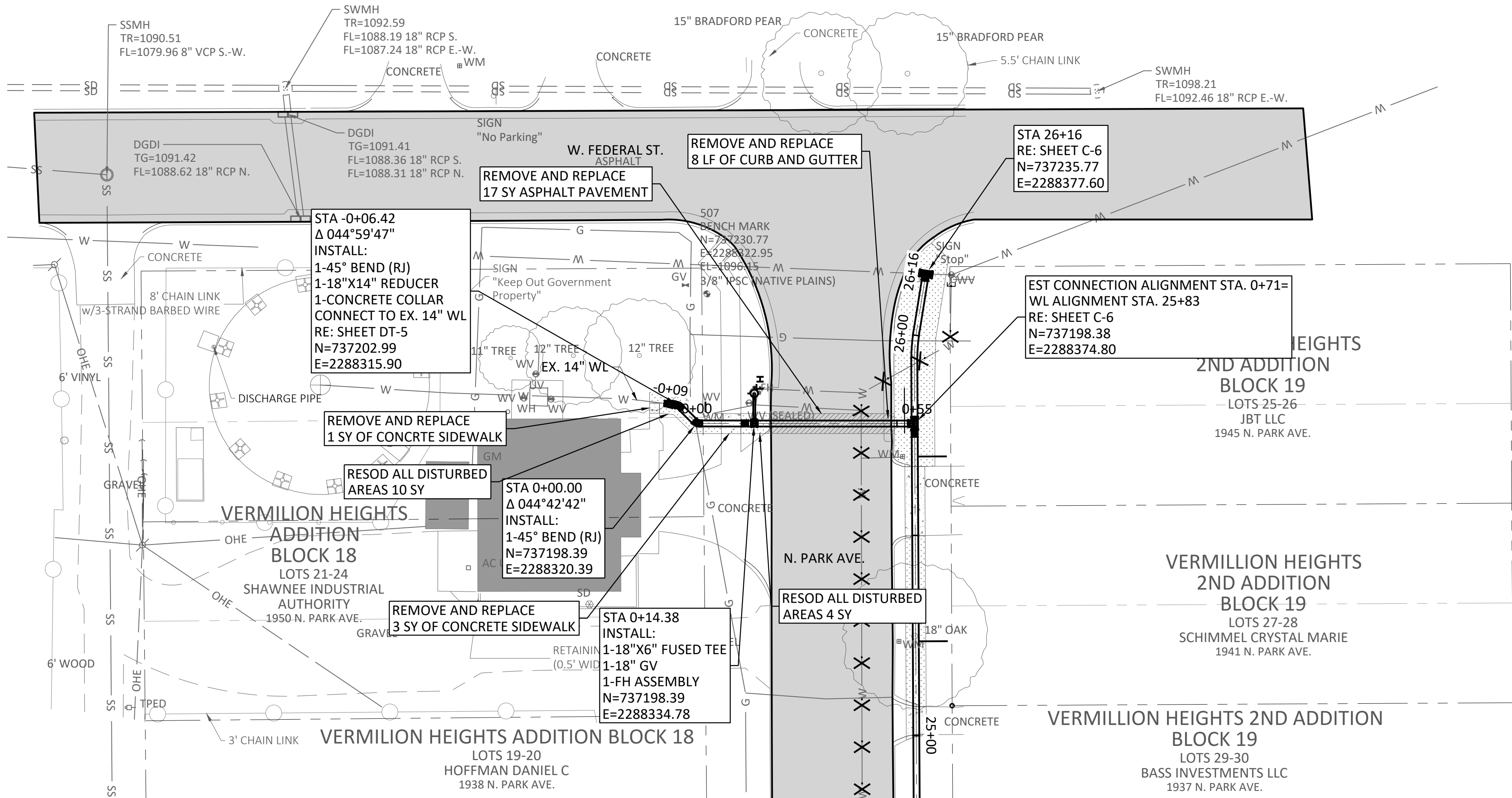
CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT

CIVIL
**PLAN AND PROFILE
STA. 25+00 TO END**

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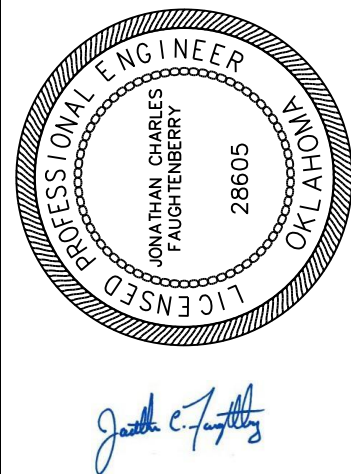
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NOTES:

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2. Connection to existing pipe shall be sequenced such the new pipe shall be laid first, then connection to the existing pipe from the new pipe shall be made thereafter. Next, old pipe shall be cut, plugged, and grouted after connection to existing pipe is made and new line is fully operational. See Note 20.

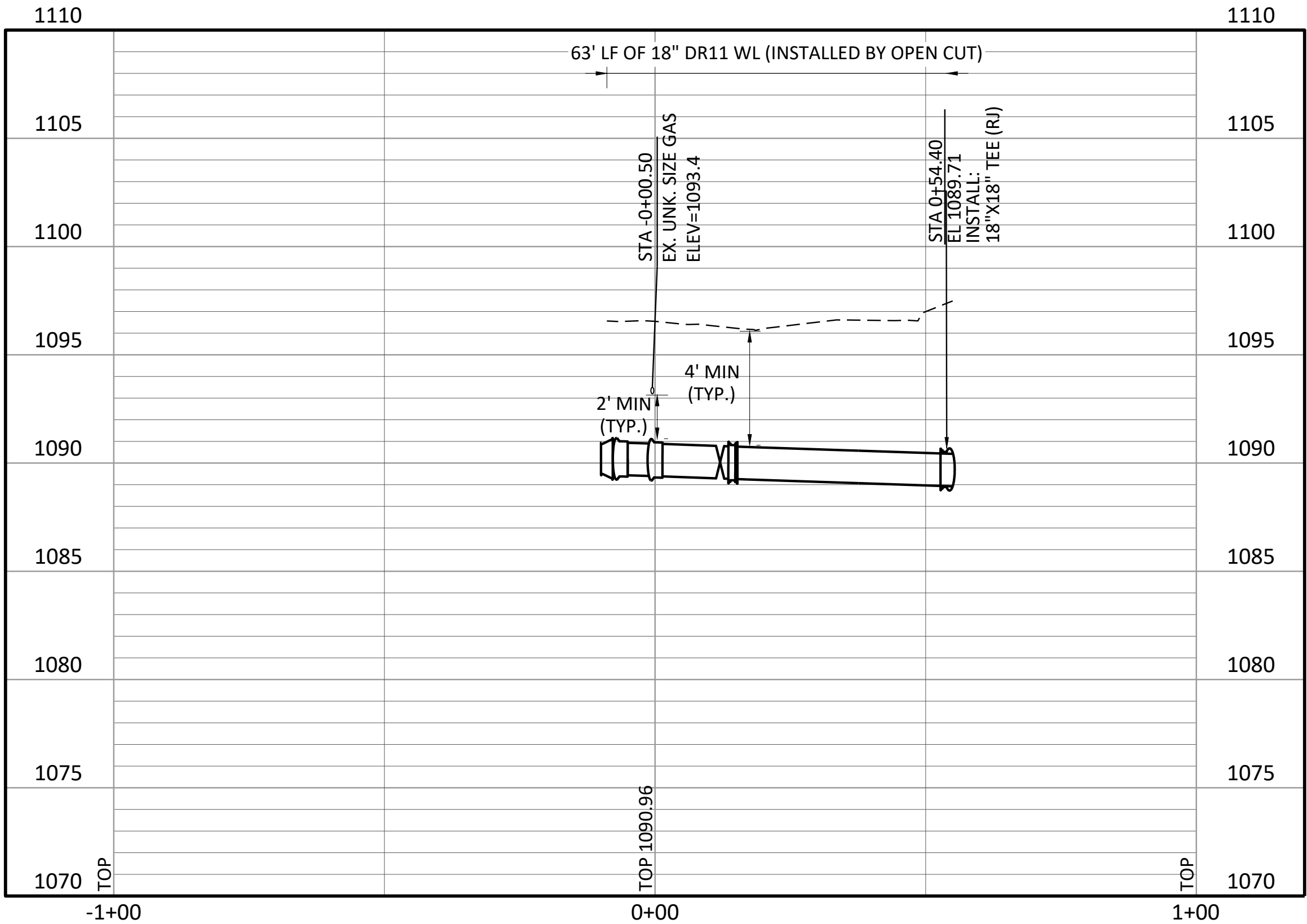


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CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT

CIVIL

EST CONNECTION



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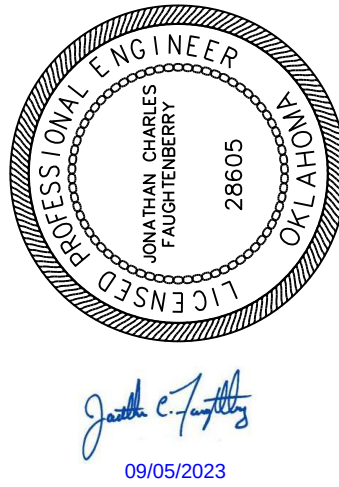
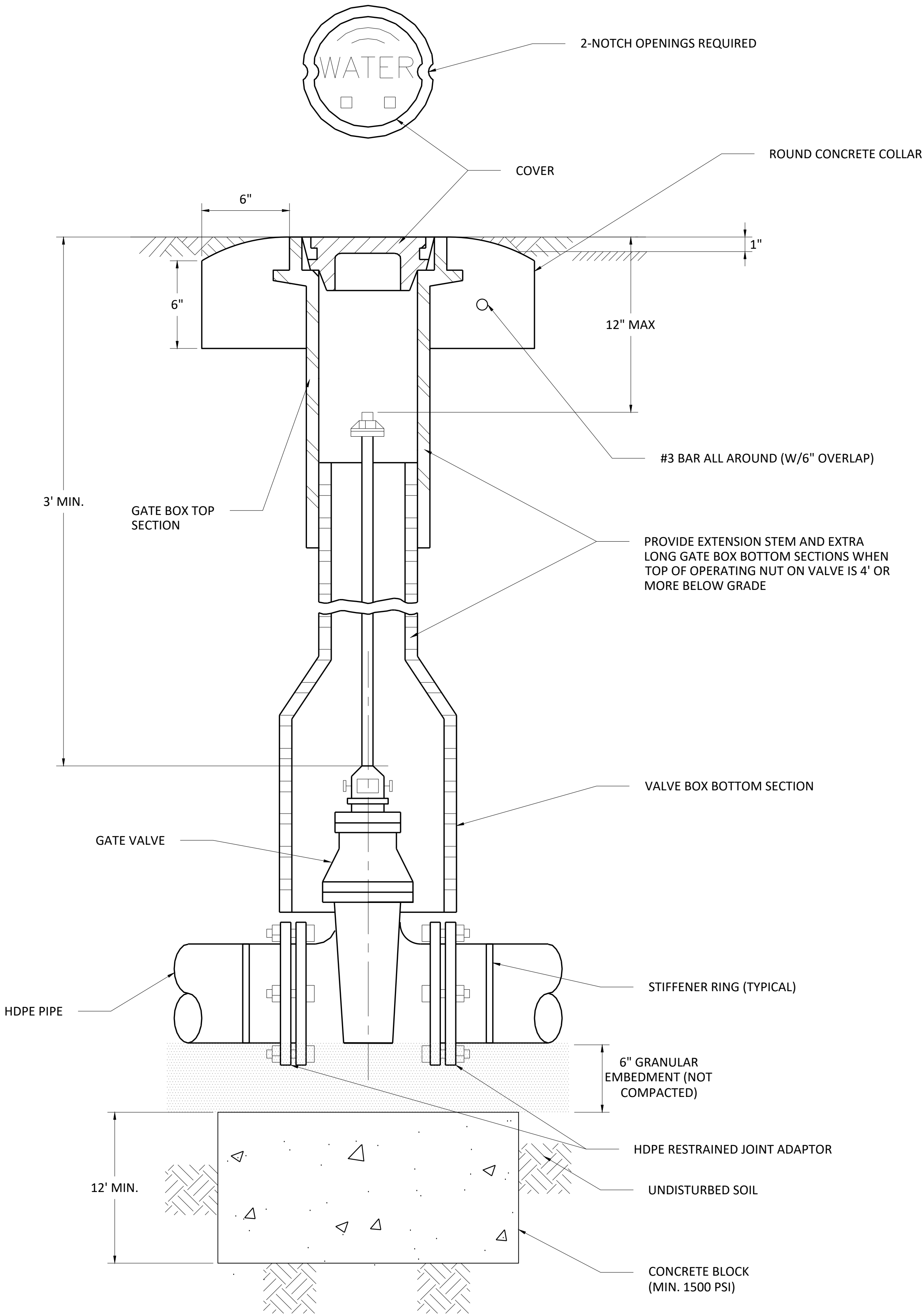
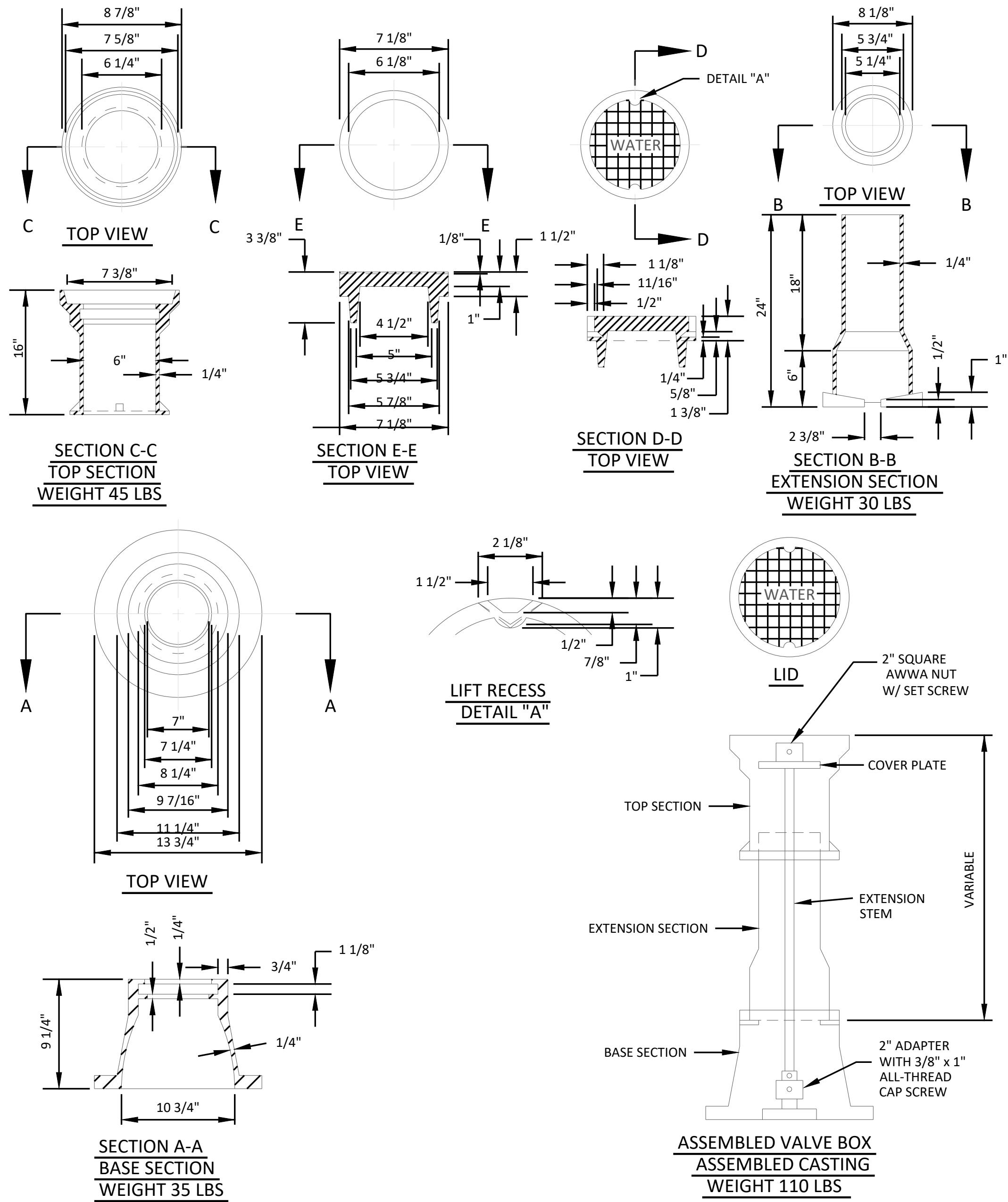
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Last Saved: 7/26/2023 11:20 AM Saved By: 08489

GENERAL NOTES

- ALL FIRE HYDRANTS AND VALVE BOXES TO BE SET TO PROPOSED FINAL GRADE WITH STEAMER NOZZLE 24" ABOVE GROUND LEVEL.
- IN INSTANCES WHERE FLOW LINES ARE NOT INDICATED ON THE DRAWINGS, MAIN SHALL BE CONSTRUCTED WITH A MINIMUM OF 4'-0" COVER, OR AS DIRECTED BY THE CITY ENGINEER AND IN ACCORDANCE WITH OKLAHOMA STATE DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.



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CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT

PROJECT DETAILS

CONSTRUCTION DETAILS I

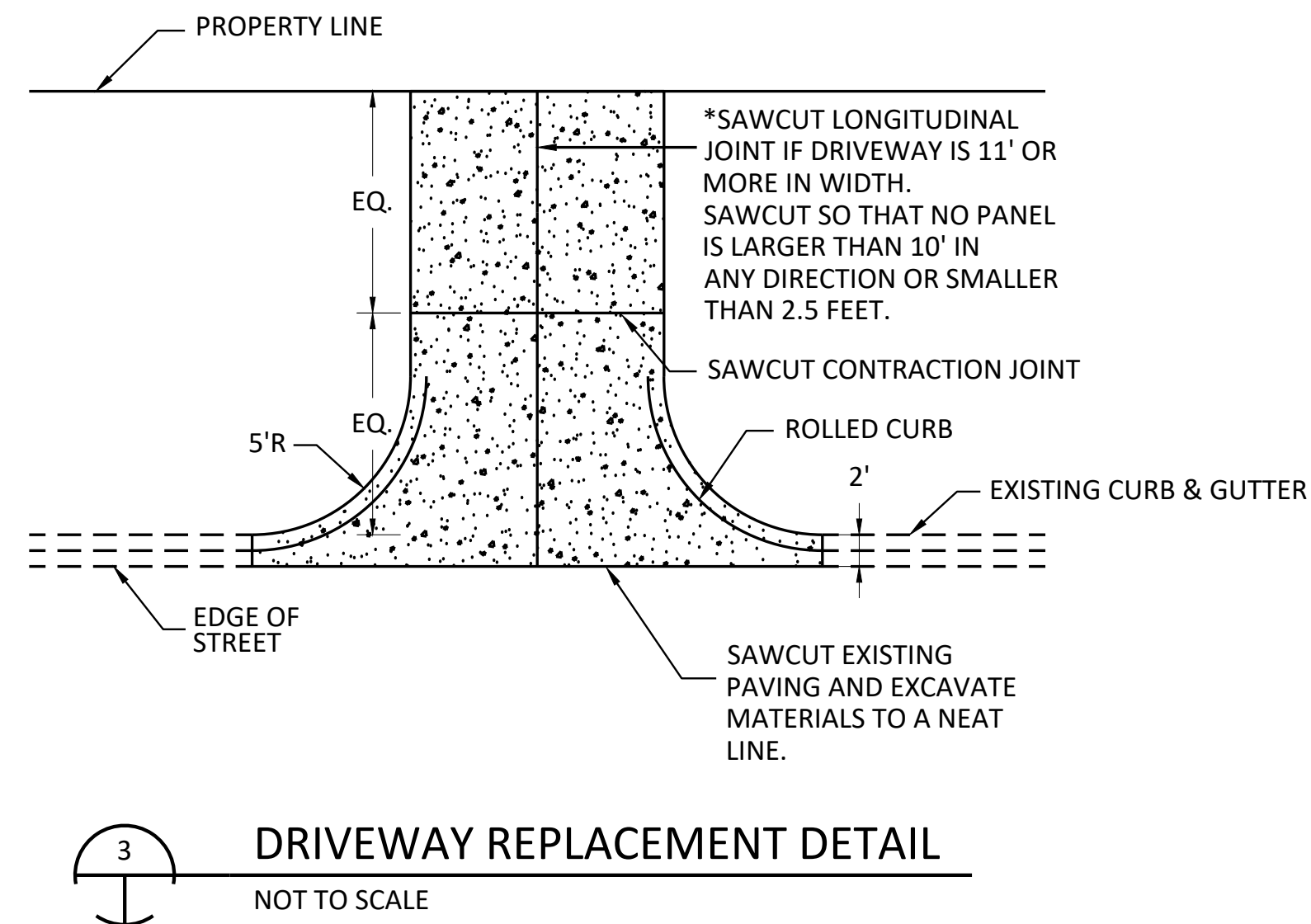
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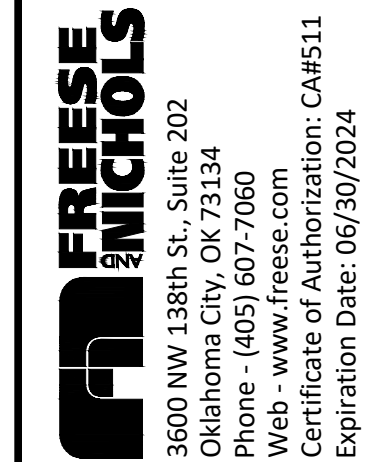
90% SUBMITTAL



1. DRIVES ARE TO BE REPLACED WITH PORTLAND CEMENT CONCRETE FOR CONCRETE DRIVE OR ASPHALT FOR GRAVEL OR ASPHALT.
2. LOCATE TRANSVERSE SAW CUT OVER PIPE IN LIMITED COVER AREAS.
3. SAWCUT DRIVEWAY AT NEAREST JOINT.



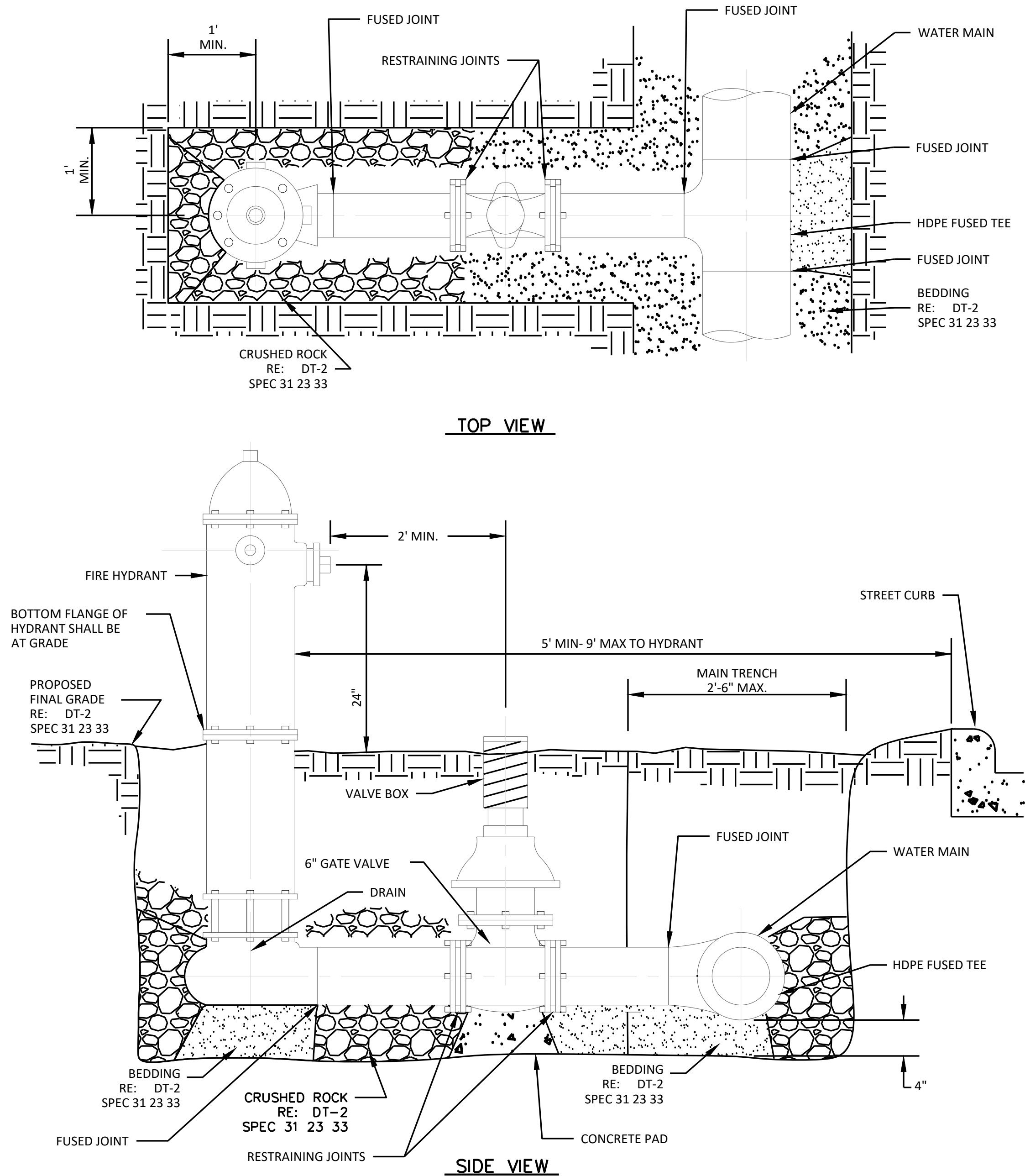
5 TYPICAL INSTALLATION IN CASING PIPE
NOT TO SCALE



CONSTRUCTION DETAILS II

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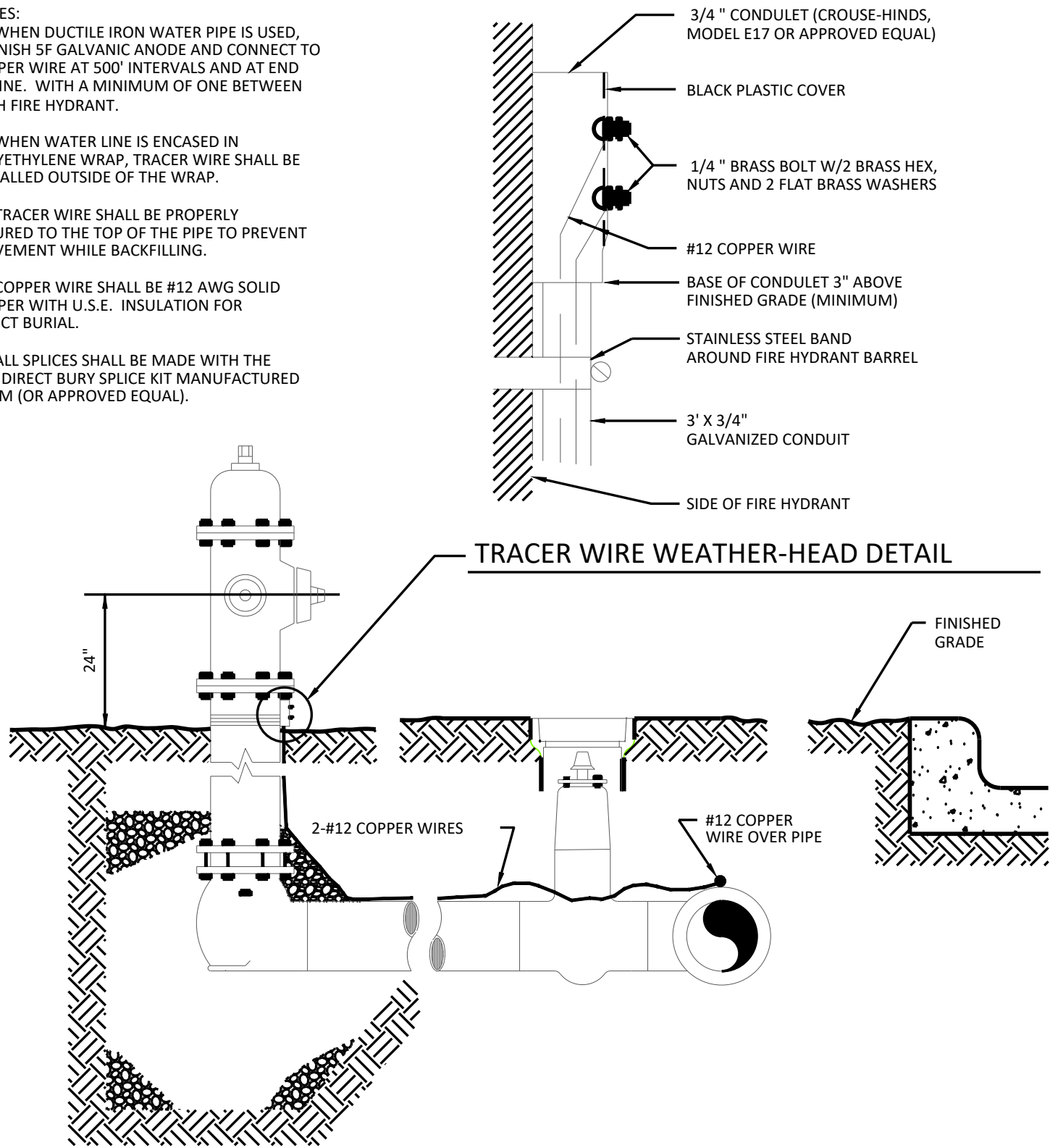
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5
NOT TO SCALE

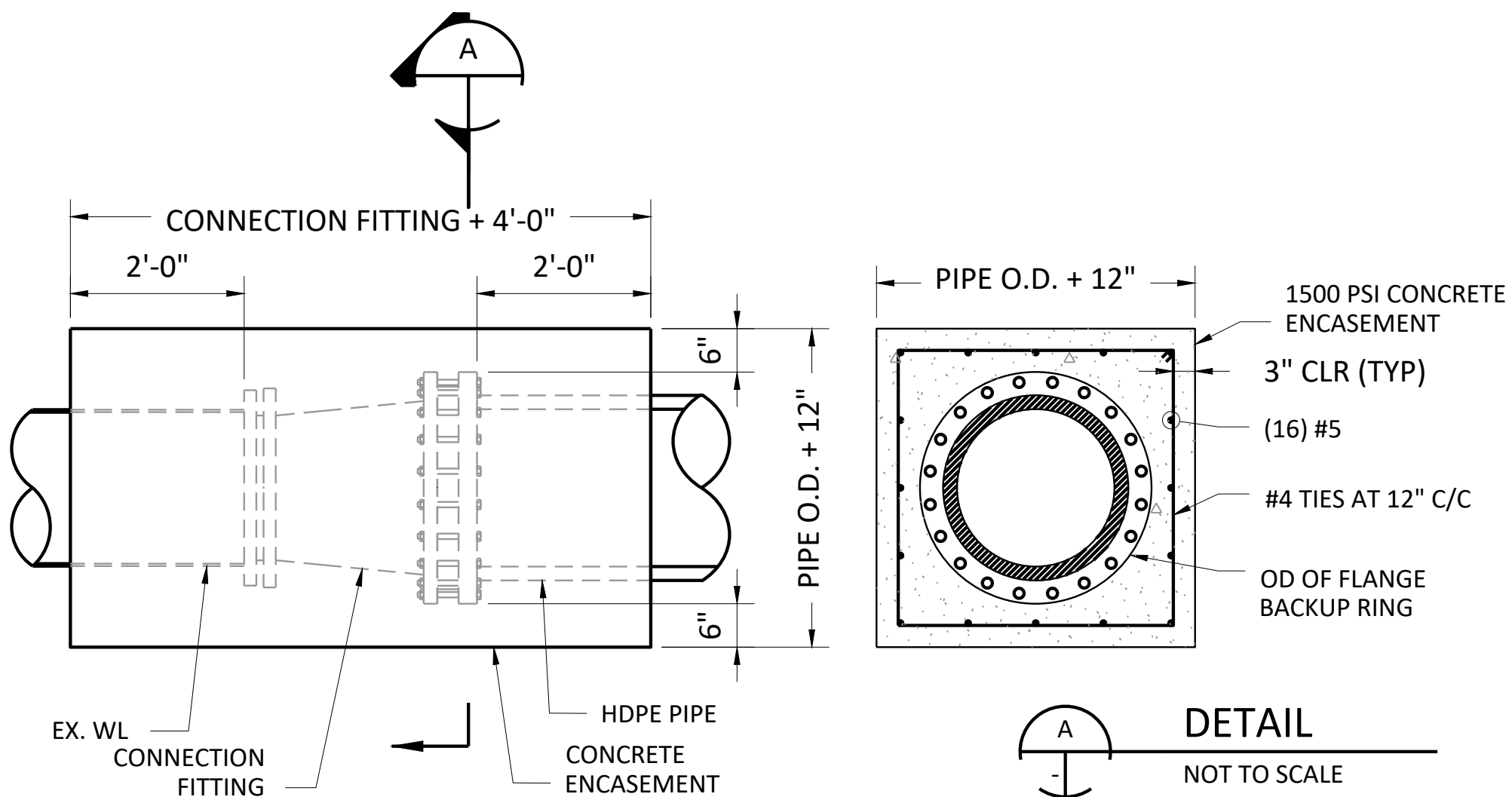
INSTALLATION OF FIRE HYDRANT ON NEW MAIN

- NOTES:
- 1.) WHEN DUCTILE IRON WATER PIPE IS USED, FURNISH 5F GALVANIC ANODE AND CONNECT TO COPPER WIRE AT 500' INTERVALS AND AT END OF LINE. WITH A MINIMUM OF ONE BETWEEN EACH FIRE HYDRANT.
 - 2.) WHEN WATER LINE IS ENCASED IN POLYETHYLENE WRAP, TRACER WIRE SHALL BE INSTALLED OUTSIDE OF THE WRAP.
 - 3.) TRACER WIRE SHALL BE PROPERLY SECURED TO THE TOP OF THE PIPE TO PREVENT MOVEMENT WHILE BACKFILLING.
 - 4.) COPPER WIRE SHALL BE #12 AWG SOLID COPPER WITH U.S.E. INSULATION FOR DIRECT BURIAL.
 - 5.) ALL SPLICES SHALL BE MADE WITH THE DBR DIRECT BURY SPLICE KIT MANUFACTURED BY 3M (OR APPROVED EQUAL).



6
NOT TO SCALE

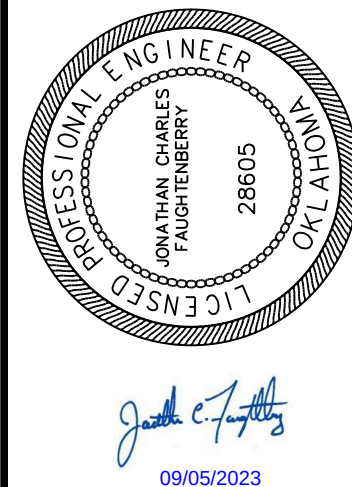
TRACER WIRE & WEATHER-HEAD FOR WATER LINE



7
NOT TO SCALE

HDPE CONCRETE COLLAR CONNECTION DETAIL

- NOTE:
1. HYDRANT DRAIN MUST BE LEFT CLEAN WHEN POURING CONCRETE BLOCKING.
 2. FIRE HYDRANT MANUFACTURER SHALL BE AMERICAN DARLING OR AN APPROVED EQUAL.



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CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY

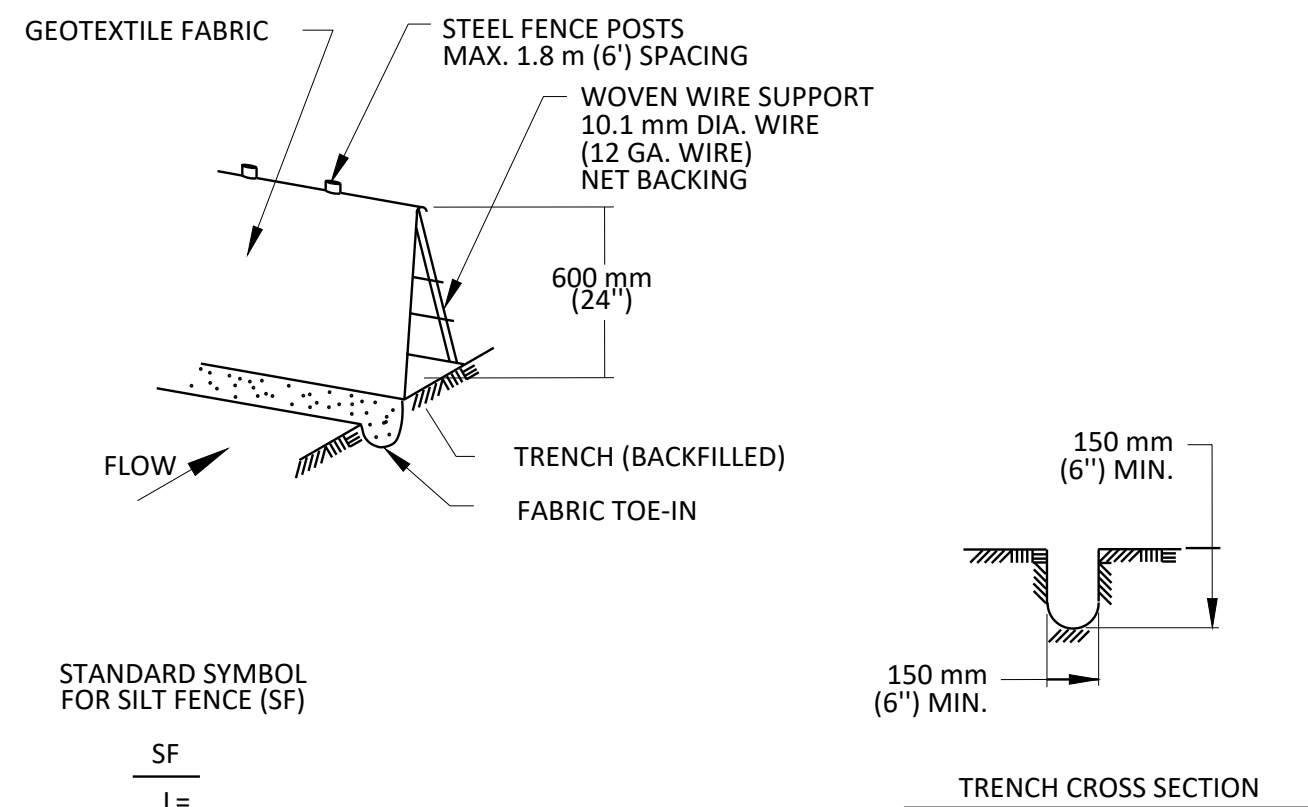
N. PARK AVENUE 14 INCH WL REPLACEMENT

PROJECT DETAILS

CONSTRUCTION DETAILS III

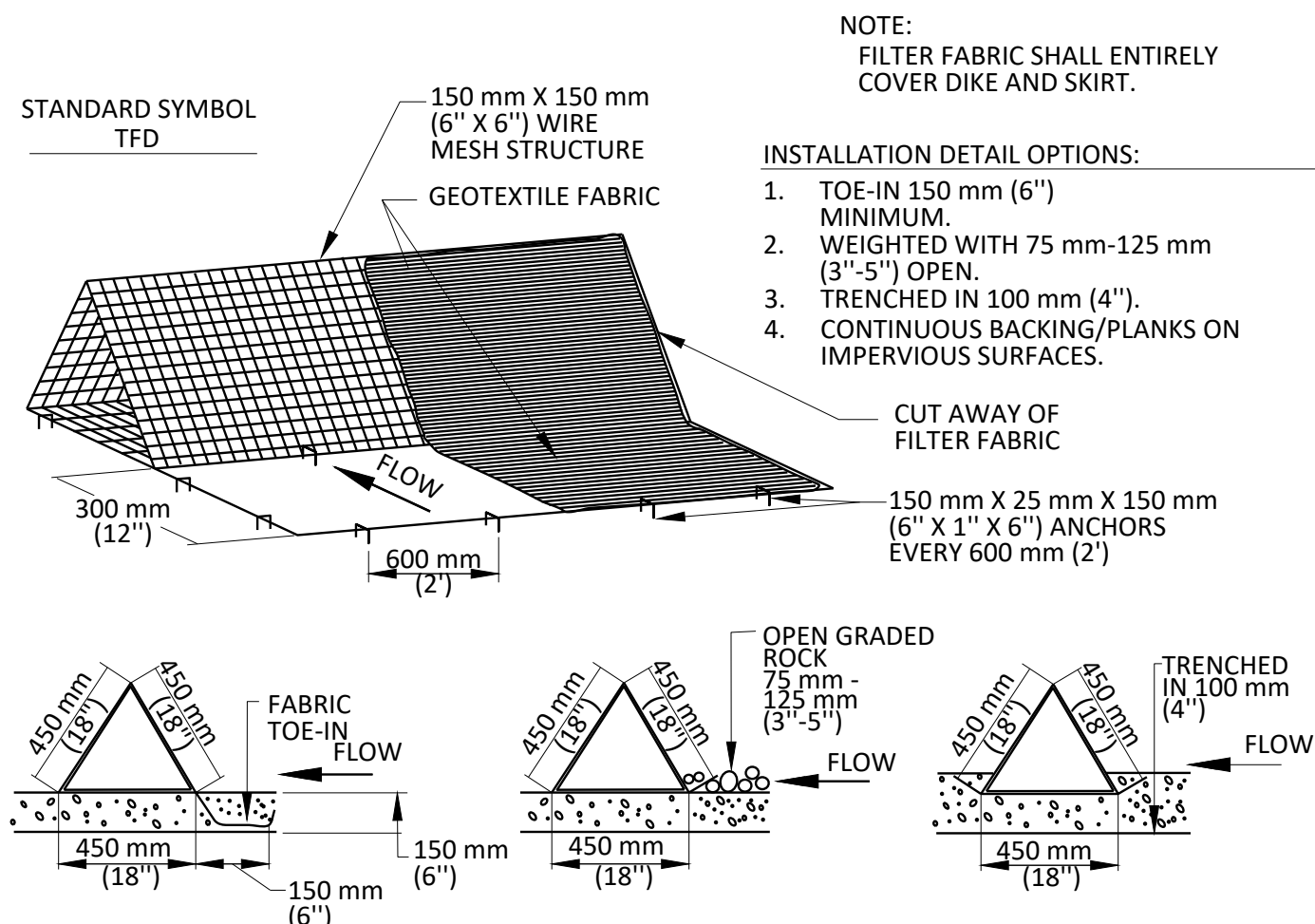
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90% SUBMITTAL



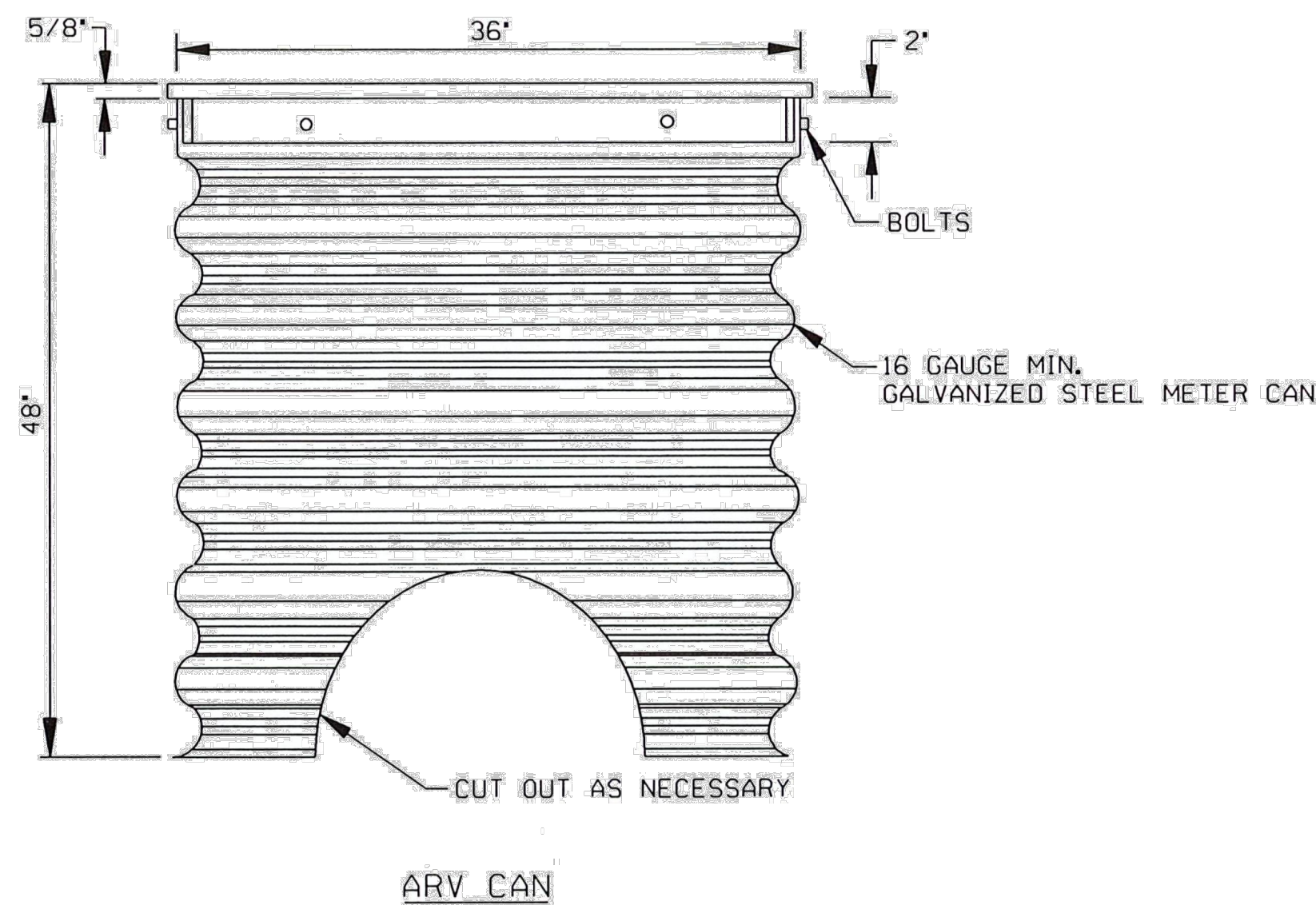
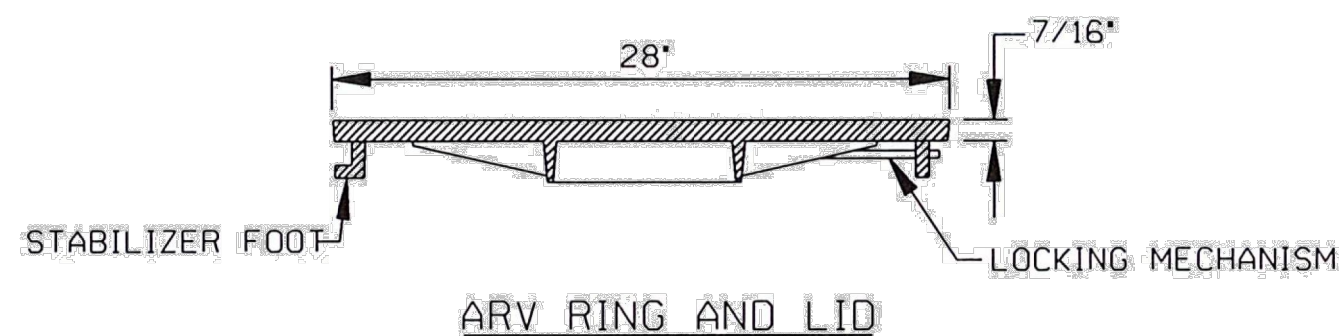
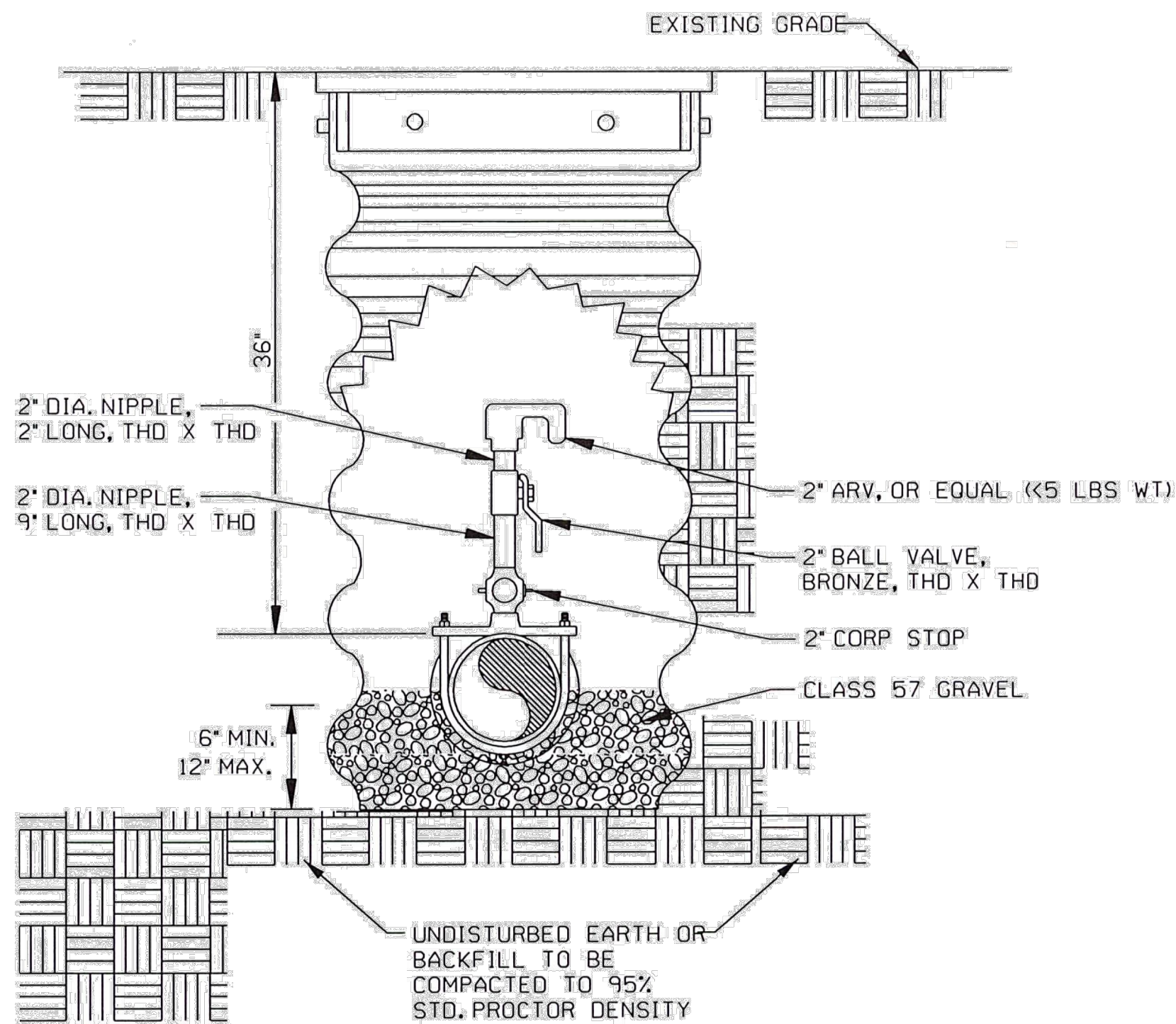
- NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (1'").
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CAN NOT BE TRENCHED INTO THE SURFACE OF THE FILL, THE SPECIFIC FLAP SHALL BE WEIGHTED DOWN WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 150 mm (6 inches) DEEP AND 150 mm (6 inches) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 inches). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.



- GENERAL NOTES:

1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125 mm (3-5") OPEN GRADED ROCK OR TOED-IN 150 mm (6") WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100 mm (4").
4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150 mm (6") WIRE STAPLES ON 600 mm (2') CENTERS ON BOTH ENDS AND SKIRT, OR STAKE USING 3/8" (3/8") DIAMETER RE-BAR WITH TIE ENDS.
5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150 mm (6") TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
6. THE DIKE STRUCTURE SHALL BE MW40-150 mmx150 mm (6 GA. 6" X6") WIRE MESH, 450 mm (18") ON A SIDE.
7. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6") AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
9. AFTER THE DEVELOPMENT SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.



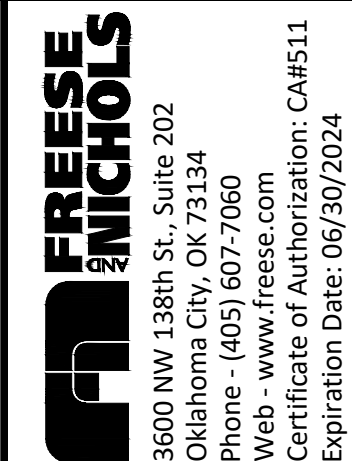
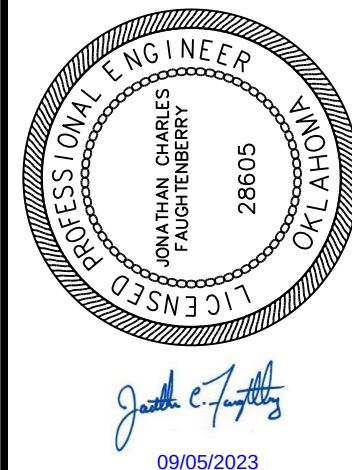
- NOTE:

1. ARV'S SHOWN NOT TO EXCEED 5 LBS IN WEIGHT
FITTINGS COMPATIBLE WITH THE TYPE OF PIPE FURNISHED.
2. LOCATE IN GREEN AREAS ONLY.

TO BE FURNISHED AND INSTALLED BY CONTRACTOR

- 1 - 2" COMBU ARV OR EQUAL (5 LBS OR LESS)
1 - 36" X 48" METAL CAN W/ RIM AND LID
1 - 2" CORP STOP
1 - 2" X ____ SADDLE
1 - 2" NIPPLE, 9" LONG, THD X THD
1 - 2" BALL VALVE, BRONZE
1 - 2" NIPPLE, 2" LONG, THD X THD

COMBINATION AIR VACUUM / RELIEF VALVE VAULT



CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
N. PARK AVENUE 14 INCH WL REPLACEMENT

PROJECT DETAILS

CONSTRUCTION DETAILS IV

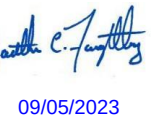
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15

90% SUBMITTAL



PROJECT DETAIL

CONSTRUCTION DETAILS V

DT-5

SEQ. 16

90% SUBMITTAL

CONTRACTOR _____

PROPOSALS MUST BE RECEIVED BY THURSDAY,
NOVEMBER 9, 2023 AT 2:00 P.M.

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
WATER LINE PROJECT
N. PARK AVENUE 14 INCH WL REPLACEMENT

BID OPENING:
THURSDAY, NOVEMBER 9, 2023 AT 2:30 P.M.



Jonathan C. Faughtenberry

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

Freese and Nichols, Inc.
5100 E Skelly Dr
Suite 602
Tulsa, OK 74135

Division 00

Procurement and Contracting Requirements

00 01 07 DESIGN PROFESSIONAL SEALS

	Specification Sections Sealed
OKLAHOMA REGISTERED ENGINEERING FIRM CA-511	

END OF SECTION

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END OF SECTION

00 11 16 INVITATION TO BID

ARTICLE 1 – GENERAL NOTICE

- 1.01 The City of Shawnee (Owner) is requesting Bids for the construction of the following Project:
 N. Park Avenue 14 Inch WL Replacement
 C-23-03
- 1.02 Description of the Work
 - A. Replacement of approximately 0.5 miles of 14 inch distribution water line with 18 inch HDPE pipe and related appurtenances in the same corridor.
- 1.03 The Project is to be complete, ready for operation, and eligible for final payment 180 days from Notice to Proceed.

ARTICLE 2 – EXAMINATION AND PURCHASE OF DOCUMENTS

- 2.01 Advertisement and bidding information for the Project can be found at the following procurement website:

 www.civcastusa.com
- 2.02 Prospective Offerors must register with the procurement website as a plan holder, even if the Contract Documents are obtained from a plan room or other site. All official notifications, Addenda, and other documents will be offered only through the procurement website.
- 2.03 The Contract Documents may be downloaded from the procurement website by prospective Offerors registered as plan holders. Offerors are responsible for ensuring that a complete set of documents, as defined in "Agreement," are used in the preparation of their Bids. The documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download does not confer a license or grant permission or authorization for any other use. Authorization to download documents includes the right for Offerors to print documents for their sole use, provided they pay all costs associated with printing or reproduction. Printed documents may not be resold under any circumstances.
- 2.04 The procurement website will be updated periodically with Addenda, lists of interested parties, reports, or other information relevant to submitting a Bid for the Project.

Printed copies of the Contract Documents, Technical Data, and other information may be examined free of charge at the following address:

City of Shawnee
222 N Broadway
Shawnee, OK 74801
Hours Available for Viewing: 8 AM to 4 PM Monday-Friday (Closed 12-1 for lunch)

ARTICLE 3 – PRE-BID CONFERENCE

- 3.01 A mandatory pre-bid conference for the Project will be held on November 2nd at 10 am at the following location:

City of Shawnee
16 W 9th St
Shawnee, OK 74801

ARTICLE 4 – QUESTIONS REGARDING BIDDING PROCESS OR SOLICITATION DOCUMENTS

- 4.01 Questions are to be submitted using the question and answer process on the procurement website. Responses to questions posted on the procurement website will be posted for the benefit of all Offerors. A response will be posted for questions submitted until 12:00 p.m. on November 9th.
- 4.02 A response to a question posted on the procurement website that requires modification of the Contract Documents will be made by Addenda. Modifications to the Contract Documents prior to the award of the Contract can only be made by Addenda. Only answers in Addenda posted on the procurement website will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 5 – BID SECURITY

- 5.01 Offerors must submit an acceptable Bid Security with their Bids as a guarantee that the Successful Offeror will enter into a contract for the Project with the Owner within 15 days of Notice of Award of the Contract. The Bid Security must be payable to the City of Shawnee in the amount of 5 percent of the proposed Contract Price. The Successful Offeror must execute the Contract and bonds on the forms provided in the Contract Documents and provide evidence of insurance as required by the Contract Documents.
- 5.02 Bid Security must be in the form of a bid bond. The bid bond may be submitted on the form provided in Section 00 43 13 "Bid Bond" or Offerors may provide their surety's standard penal sum bid bond form. The bid bond must reference the Owner and the Project by name as identified in this Section.
- 5.03 Bid Security may be in the form of a bid bond, irrevocable letter of credit, cashier's check, or certified check. Checks must be made out to the City of Shawnee. The bid bond may be submitted on the form provided in Section 00 43 13 "Bid Bond" or Offerors may provide their surety's standard penal sum bid bond form. The bid bond must reference the Owner and Project by name as identified in this Section.

ARTICLE 6 – DELIVERY OF BIDS

- 6.01 Sealed Bids must be delivered to the Owner at the address below no later than 11/9/23 at 2 P.M. to be accepted. The Bids will be publicly opened and read aloud at 2:30 P.M. at Shawnee City Hall which will include the names and the Offerors and their Bids. Address Bids to the Owner as follows:

City of Shawnee
Engineering Department

Attn: Bid – N Park Avenue 14 Inch Water Line Replacement C-23-03
16 W. 9th St.,
Shawnee, OK 74801-6812

- 6.02 Any Bid received by the Owner, more than 96 hours excluding Saturdays, Sundays and holidays before the time set for the opening of Bids, or any Bid so received after the time set for opening of Bids, will not be considered by the Owner and will be returned unopened to the Offeror.

ARTICLE 7 – AWARD OF CONTRACT

- 7.01 It is the intent of the Owner to award this Contract to the lowest responsible Offeror. The Owner reserves the right to adopt the most advantageous interpretation of the Bids submitted in the case of ambiguity or lack of clearness in stating bid prices, to reject any or all Bids, and/or waive formalities. Bids will remain subject to acceptance and may not be withdrawn within 30 days from the date on which Bids are opened.

ARTICLE 8 – OTHER CONTRACT REQUIREMENTS

- 8.01 A bid bond, maintenance bond, performance bond, and payment bond will be required for this Project.
- 8.02 Selected Contractor will be required to purchase goods and equipment manufactured or produced in the United States of America to the extent required by Okla. Stat. §61-51.

X

Andrea Weckmueller-Behringer
City Manager

END OF SECTION

00 41 13 BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 The Offeror submits this Bid to:
- City of Shawnee
City Clerk's Office
16 W 9th St
Shawnee, OK 74801
Attention: Seth Barkhimer
N Park Avenue 14 Inch WL Replacement

ARTICLE 2 – OFFEROR'S ACKNOWLEDGMENTS

- 2.01 Offeror proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Contract Documents, to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Offeror agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all terms and conditions of the Contract Documents.
- 2.02 Offeror accepts all terms and conditions of Section 00 11 16 "Invitation to Bid" and Section 00 21 13 "Instructions to Offerors."
- 2.03 Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.
- 2.04 Offeror acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

ARTICLE 3 – OFFEROR'S REPRESENTATIONS

- 3.01 The Offeror has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 3.02 The Offeror has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3.03 The Offeror is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
- 3.04 The Offeror has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:
- A. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

- B. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - C. Underground Facilities referenced in reports and drawings;
 - D. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - E. Technical Data related to each of these reports and drawings.
- 3.05 The Offeror has considered the:
- A. Information known to Offeror;
 - B. Information commonly known to contractors doing business in the locality of the Site;
 - C. Information and observations obtained from visits to the Site; and
 - D. The Contract Documents.
- 3.06 The Offeror has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:
- A. The cost, progress, and performance of the Work;
 - B. The means, methods, techniques, sequences, and procedures of construction to be employed by Offeror; and
 - C. Offeror's safety precautions and programs.
- 3.07 The Offeror agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.
- 3.08 The Offeror is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 3.09 The Offeror has correlated the information known to the Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 3.10 The Offeror has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Offeror.
- 3.11 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3.12 Offeror's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 4 – BASIS OF OFFER

- 4.01 Offeror will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 “Bid Form Exhibit A”:
- A. Extended amounts have been computed in accordance with Article 13 of the General Conditions.
 - B. Offeror acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price items will be based on actual quantities provided, measured as provided in the Contract Documents.
 - C. Unit Prices will be used to compute the actual bid price.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Offeror will complete the Work required to be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in the General Conditions. Offeror will complete the Work required for final payment in accordance with Article 15 of the General Conditions within 210 days after the date when the Contract Times commence to run.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 41 16 “Bid Form Exhibit A.”
 - B. Section 00 43 13 “Bid Bond.”
 - C. Section 00 45 01 “Nonresident Bidders.”
 - D. Section 00 45 02 “Non-Collusion Certification.”
 - E. Section 00 45 03 “Business Relationship Statement.”

ARTICLE 7 – VENUE

- 7.01 Offeror agrees that venue will lie exclusively in Pottawatomie County, Oklahoma for any legal action.

ARTICLE 8 – BID DELIVERY

8.01 This Bid is submitted by:

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

Project:	N. Park Avenue 14 Inch WL Replacement		Project No.:
Owner:	City of Shawnee		C-23-03
Design Professional:	Jonathan Faughtenberry, PE		SWN22956
Offeror:			

Base Bid

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"					
A-01	18" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	LF	2,640		
A-02	10" PVC WATER LINE, DR21 BY OPEN CUT	LF	20		
A-03	18" GATE VALVE, AWWA	EA	5		
A-04	10" GATE VALVE, AWWA	EA	2		
A-05	8" GATE VALVE, AWWA	EA	1		
A-06	24"X18" TS&V	EA	1		
A-07	18"X18" TEE, RJ	EA	1		
A-08	18"X6" HDPE TEE	EA	5		
A-09	18"X10" CROSS, RJ	EA	1		
A-10	18"X8" REDUCER, RJ	EA	2		
A-11	11.25° 10" BEND	EA	2		
A-12	2" CAV ASSEMBLY	EA	1		
A-13	FIRE HYDRANT ASSEMBLY	EA	5		
A-14	CONNECTION TO EXISTING 24" WATER LINE	EA	1		
A-15	CONNECTION TO EXISTING 14" WATER LINE	EA	1		
A-16	CONNECTION TO EXISTING 10" WATER LINE	EA	2		
A-17	CONNECTION TO EXISTING 8" WATER LINE	EA	1		
A-18	REMOVE AND REPLACE CONCRETE	SY	420		
A-19	REMOVE AND REPLACE ASPHALT	SY	190		
A-20	BLOCK SODDING	SY	2,220		
A-21	PREPARE AND IMPLEMENT SWPPP	LS	1		
A-22	NEW LONG SIDE WATER SERVICE	EA	39		
A-23	NEW SHORT SIDE WATER SERVICE	EA	43		
A-24	TREE REMOVAL	EA	6		
A-25	CLEARING AND GRUBBING	LS	1		
A-26	LEAD SERVICE LINE REMOVAL AND DISPOSAL	EA	1		
A-27	GROUT FILL ABANDONED LINES	CY	85		
A-28	24" STEEL CASING BY TRENCHLESS	LF	42		
A-29	REMOVE AND REPLACE CURB AND GUTTER	LF	55		
A-30	TRAFFIC CONTROL	LS	1		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
A-31	MOBILIZATION (5% MAX)	LS	1		
A-32	CONCRETE COLLAR	EA	5		
A-33	OWNER'S ALLOWANCE	LS	1	25,000.00	25,000.00
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				
B	Add (+) or Deduct (-) (See Note 1)				
C	Total Adjusted Base Bid Amount (A plus B)				\$ -

Notes	
1	Provision is made for Offeror to include an addition or deduction in the Bid to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the following Items:

BID SUBMITTED BY:	
Offeror:	_____
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

00 43 13 BID BOND

Offeror as Principal Name: Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business):
Owner Name: Mailing address (principal place of business):	Physical address (principal place of business): Telephone (Main): Telephone (Claims):
Contract Project name and number: Bid/Proposal Due Date:	Surety's state of incorporation: <i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state where the Project is located.</i> Local Agent for Surety Name:
Bond Contract Price Offered: Penal Sum of Bond: 5% of Contract Price offered Date of Bond:	Company: Mailing address (principal place of business): Telephone (Main):

Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety and Offeror bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts the Offeror's Bid or Proposal and Offeror delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 days after receipt by Offeror and Surety of written notice of default from Owner. This Agreement shall be administered and interpreted under the laws of the state where the Project is located. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Offeror as Principal Signature: _____ Name: _____ Title: _____ Email: _____	Surety Signature: _____ Name: _____ Title: _____ Email: _____ <i>(Attach Power of Attorney)</i>
--	---

END OF SECTION

00 45 01 NONRESIDENT BIDDERS

Okla. Stat. §61-14 applies to the award of government contracts to nonresident bidders. This section provides that:

“To the extent permitted by federal laws and regulations, whenever the State of Oklahoma, or any department, agency or institution thereof or any city, town or county shall let for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Oklahoma shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Oklahoma as would be required for such an Oklahoma domiciled contractor to succeed over the bidding contractor domiciled outside Oklahoma on a like contract being let in his domiciliary state.”

Check the statement that is correct for Offeror:

- ☐ Offeror (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Oklahoma.
- ☐ Offeror qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Bidder preferences, if any, will be determined in accordance with applicable Laws and Regulations.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business Address: _____

Phone: _____ Email: _____
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

00 45 02 NON-COLLUSION CERTIFICATION

STATE OF Oklahoma §

COUNTY OF Pottawatomie §

Owner: City of Shawnee
16 W 9th St
Shawnee, OK 74801

Contract: N Park Avenue 14 Inch WL Replacement
C-23-03

_____, being first duly sworn, on oath declares that he/she is authorized to represent the Offeror in all matters related to this Bid and further declares the following statements to be true:

For purposes of competitive bids, I certify:

1. I am the duly authorized agent of the Offeror submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Offeror nor anyone subject to the Offeror's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Oklahoma Statutes Title 74.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business Address:

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

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

Notary Public: _____ My commission expires: _____

Notary Seal:

END OF SECTION

00 45 03 BUSINESS RELATIONSHIP STATEMENT

STATE OF Oklahoma §

COUNTY OF Pottawatomie §

Owner: City of Shawnee
16 W 9th St
Shawnee, OK 74801

Contract: N Park Avenue 14 Inch WL Replacement
C-23-03

_____, being first duly sworn, on oath declares that he/she is authorized to represent the Offeror in all matters related to this Bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within 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 1 year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the Project is as follows:

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

If none of the business relationships hereinabove mentioned exists, affiant should so state in the spaces provided above.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Business Address:

Phone: _____ Email: _____
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

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

Notary Public: _____ My commission expires: _____

Notary Seal:

END OF SECTION

00 45 13 QUALIFICATIONS STATEMENT

ARTICLE 1 – REQUIREMENTS FOR THE QUALIFICATIONS STATEMENT

- 1.01 The Qualifications Statement must be submitted by the apparent low Offeror within 5 calendar days of the bid opening and include the information as described in this Section as a minimum. Failure to submit the required information in the Qualifications Statement may result in Owner considering the Bid non-responsive and may result in rejection of the Bid by Owner. Offerors may be required to provide supplemental information if requested by Owner to clarify, enhance, or supplement the information provided in the Qualifications Statement.
- 1.02 Offeror must provide the information requested in this Qualifications Statement using the forms attached to this Section. The information requested in these forms must be provided completely and in detail. Information that cannot be totally incorporated in the forms may be included as an appendix to the form. This appendix must be clearly referenced by appendix number on the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appended information applies.
- 1.03 Offeror may provide supplemental information to the Qualifications Statement such as organizational brochures or other marketing information to help demonstrate their qualifications to Owner. This information may not be submitted as a substitute for the information specifically requested in this Section. The reference must include the specific paragraph or section that applies to that question or item if this information is included as an appendix to the information requested in Article 2.

ARTICLE 2 – INSTRUCTIONS FOR PREPARING THE QUALIFICATIONS STATEMENT

- 2.01 Offeror's Organization and General Information:
 - A. Provide general information about the Offeror's organization using copies of Table 1. Provide the same information for each joint venture partner if the Offeror is a joint venture.
 - B. Provide information regarding the operational structure of the Offeror's organization, including a list of officers, the limits of authority for these individuals with regards to the proposed Project, documentation of authority to execute documents, and a copy of organizations' certificate of authorization to conduct business in the state the Project is located in. If the Project is located in a state that licenses contractors, Offeror must also provide documentation showing that the organization is licensed as a general contractor in that state, including any applicable classifications and limitations.
 - C. Financial Management:
 1. Provide the Offeror's most recent audited financial statement and the most recent financial statement if the most recent audited financial statement is more than 2 years old.

2. Provide the Offeror's financial summary information in Table 1, including the financial indicators from the Offeror's most recent financial statement using the formulas below:

Current Ratio: $\text{Current Assets} \div \text{Current Liabilities}$

Quick Ratio: $(\text{Cash and Cash Equivalents} + \text{Accounts Receivable} + \text{Short Term Investments}) \div \text{Current Liabilities}$

3. Describe the resources that are available to Offeror to provide adequate cash flow for the Project if the Offeror's Current Ratio or Quick Ratio are less than 1.0.

D. Safety:

1. Provide a narrative not to exceed four pages describing the Offeror's success in implementing an effective project site safety program. Provide a narrative describing the Offeror's safety program and a statement regarding the organization's commitment to safety. Do not provide copies of safety manuals or programs.
2. Provide Experience Modification Ratio (EMR) and Total Recordable Frequency Rate (TRFR) history for the last 3 years for Offeror and any proposed subcontractors that will provide Work valued at 25 percent or more of the Contract Price. Provide this information in Table 1.
 - a. Offeror's EMR is a computation by the insurance industry that compares a company's annual losses in workers' compensation insurance claims against its policy premiums over a three-year period, excluding the current year.
 - b. Offeror's TRFR is a calculation of a firm's total number of OSHA-recordable injuries and illnesses over a given period (usually a year), divided by the total number of personnel-hours worked.

- E. Claims Experience and Litigation History: Provide a list of all claims or litigation involving owners on other construction projects that have been active over the last 5 years or that are currently unresolved. Include this information in Table 1. Provide a narrative describing the issues being contested and when it is anticipated that the disputes will be resolved. Claims are to include only those items which have progressed through the change management process for the project and are being disputed by Offeror or the project owner.

- F. Past Experience with the Owner: Provide a list of projects that have been completed with Owner over the last 5 years. Include this information in Table 1. Provide a narrative not to exceed two pages describing how this experience will impact the performance of Offeror on this Project.

2.02 Project Experience:

- A. Provide a list of projects completed by Offeror in the last 5 years using copies of Table 2.
- B. Provide detailed descriptions of projects which demonstrate the experience of the Offeror's team with construction of similar projects. Experience must include, as a minimum, the satisfactory completion of at least five similar projects within the last 5 years. Offerors not

meeting the requirement for similar projects may be disqualified as being non-responsive. Similar projects must include:

1. Water distribution lines, HDPE pressure pipe installation
- C. Provide a narrative not to exceed two pages for each project describing up to five specific projects that qualify as similar projects. Projects selected must demonstrate the capabilities of Offeror.

2.03 Experience and Qualifications of Proposed Key Personnel:

- A. Provide a narrative not to exceed four pages describing the Offeror's project management structure and the qualifications of the project management team for this Project. Include an organization chart showing the relationship between Offeror and key subcontractors and suppliers.
- B. Provide information on the key personnel proposed for this Project on Tables 3 through 7. Key personnel include the project manager, project superintendent, safety manager, and quality control manager. Offeror may provide information on an alternate individual if it is not able to commit to one individual for the Project at the time the Bid is submitted. Qualifications of these individuals will be considered in evaluating the Offeror's qualifications. Offeror must commit to providing the services of the proposed key personnel or alternate for the life of the Project as a condition of qualification. Failure to provide the proposed key personnel may result in the disqualification of Offeror and will provide the basis for termination of the Contract at the discretion of Owner.
- C. Include a list of the current project assignments for each of the individuals proposed, the anticipated completion date for these assignments, and the percentage of the time they will have available to devote to this Project. The project superintendent must be dedicated to the Project full time for the duration of the Project. If any other key personnel are not devoted solely to the Project, indicate how time is to be divided between the Project and other assignments. Specifically address how and when individuals currently on other assignments will transition to the Project.
- D. Provide resumes not exceeding two pages for each individual proposed for the key personnel positions and their alternates. Resumes must describe the qualifications of the individual and include the following as a minimum: technical experience, managerial experience, education and formal training, primary language, and a work history which describes project experience, including the roles and responsibilities for each assignment. Additional information highlighting the experience which makes them the best candidate for the assignment should also be included. Focus on projects on which individuals proposed have had significant involvement in the last 5 years and which demonstrate experience with similar projects.
- E. Identify individuals that will fill one or more of these key roles and describe their ability to handle multiple responsibilities. Provide a written narrative describing the percentage of the time that will be devoted to each role and the qualifications to fulfill each role if an individual is to fulfill more than one of the key personnel roles.
- F. Provide a tabulation of the projects on which the key personnel have been personally involved using copies of Table 7. This tabulation is to include the name and a current telephone number for references for each of these project assignments.

- G. Provide a narrative not to exceed two pages for each project the proposed individuals have worked on that qualify as similar projects. Specifically identify the role and responsibilities of the individual on these similar projects. Projects selected must demonstrate the capabilities of the proposed key personnel.
 - H. Provide a narrative not to exceed ten pages to describe the overall performance of the individuals on these projects. This narrative may include references to letters of recommendation, project awards, and other references to demonstrate experience in constructing a project which meets the project owner's expectations for a quality project constructed on time and within budget.
- 2.04 Offeror's Ability to Complete Projects within the Contract Price and Contract Times:
- A. Provide a tabulation of budget performance on projects completed by Offeror within the last 5 years using copies of Table 8 to demonstrate the ability of the Offeror to complete projects for the Contract Price. Notes may be added to each line item to describe circumstances for change orders beyond the control of Offeror.
 - B. Provide a tabulation of all projects completed by Offeror within the last 5 years on Table 9 to demonstrate performance in completing projects on time. Notes may be added to the tabulations to indicate the reasons for not meeting original contract completion dates.

ARTICLE 3 – BID REQUIREMENTS

- 3.01 Provide the Qualifications Statement using the referenced tables and narrative descriptions as described in this Section. Pages are to be 8-1/2 x 11, with a minimum font size of 10. Provide a tab to separate materials responding to each of the rating categories listed in Article 2.
- 3.02 Additional information may be included in appendices attached to the Bid. Each appendix must reference the section of the criteria it is in reference to.
- 3.03 Provide one printed copy of the Bid at the time and place set forth in Section 00 11 16 "Invitation to Bid." Provide a digital copy of the Bid in Portable Document Format (pdf) on a CD. This digital copy is to include all information required to evaluate the Bid.

ARTICLE 4 – FORMS

- 4.01 The following tables are attached to this Section:

Table	Description
1	General Information
2	Current Projects and Project Completed within the last 5 Years
3	Proposed Project Managers
4	Proposed Project Superintendents
5	Proposed Project Safety Managers
6	Proposed Project Quality Control Managers
7	Project Information for Key Personnel
8	Demonstration of Budget Performance
9	Demonstration of On-Time Performance

ARTICLE 5 – CERTIFICATION

- 5.01 By submitting this Qualifications Statement and related information, Offeror certifies that it has read this Qualifications Statement and that the Offeror's responses are true and correct and contain no material misrepresentations, and that the individual signing below is authorized to make this certification on behalf of the Offeror's organization.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Designated Representative:

Name: _____

Title: _____

Address for giving notices:

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

Table 1 - General Information

Organization			
Legal Name of Business			
Form of Business Entity: ☐ Joint Venture ☐ Corporation ☐ General Partnership ☐ Limited Partnership			
Date Business was formed		State under which Business was formed	
Is this Business authorized to operate in the Project location: ☐ Yes ☐ No ☐ Pending			
Is this Business licensed as a general contractor in the Project location: ☐ Yes ☐ No ☐ Pending ☐ N/A			
List of companies, firms, or organizations that own any part of this Business.			
Name of company, firm, or organization.			Percent ownership
Principal Office			
Primary contact		Main telephone number	
Email address		Website address	
Business address of principal office			
Regional Office			
Primary contact		Main telephone number	
Email address		Website address	
Business address of regional office			
Business History			
List of names that this Business currently has or anticipates operating under over the history of the Business, including the names of related companies presently doing business.			
Names of organization		From date	To date
Indicators of Organization Size			
Average number of current full-time employees			
Average estimate of revenue for the current year			

Table 1 - General Information Cont'd

Previous Contracting Experience			
Years of experience in projects similar to the proposed Project:			
As a general contractor		As a joint venture partner	
Has this organization or a participating or predecessor organization ever been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes* ☐ No			
Has this organization or a participating or predecessor organization ever been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes* ☐ No			
Has this organization or a participating or predecessor organization been released from a bid or proposal in the past 5 years? ☐ Yes* ☐ No			
Has this organization or a participating or predecessor organization ever defaulted on a project or failed to complete any contract awarded to it? ☐ Yes* ☐ No			
Has this organization or a participating or predecessor organization ever refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes* ☐ No			
Is this organization or a participating or predecessor organization currently involved in any litigation or contemplating litigation? ☐ Yes* ☐ No			
Provide full details in a separate attachment for each statement above with a "yes" response above.			
Previous History with Owner			
List projects that have been completed with the Owner over the last 5 years. If more than 5 projects, list only the most recent.			
	Project Name		Year
1			
2			
3			
4			
5			
Previous Claims History and Litigation Experience			
List all claims or litigation involving owners on other construction projects that have been active over the last 5 years or that are currently unresolved.			
	Description of Claim or Litigation		Status
1			
2			
3			
4			
5			

Table 1 - General Information Cont'd

Surety								
Surety Name								
Mailing address (principal place of business):					Physical address (principal place of business):			
Telephone (main number)					Telephone (claims notices)			
Name of Local Agent for Surety								
Telephone				Email				
Surety is a corporation organized and existing under the laws of the state of								
Is surety authorized to provide surety bonds in the Project location? ☐ Yes ☐ No								
Is surety listed in the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies")? ☐ Yes ☐ No								
Insurance								
Name of Insurance Provider								
Provider is a corporation organized and existing under the laws of the state of								
Is Provider licensed or authorized to issue insurance policies in the Project location?							☐ Yes ☐ No	
Does Provider have an A.M. Best Rating of A-VIII or Better?							☐ Yes ☐ No	
Mailing Address (principal place of business)								
Physical Address (principal place of business)								
Telephone (main number)								
Telephone (for notice of claims)								
Local Agent for Provider								
Address for Local Agent								
Telephone for Local Agent								
Construction Site Safety Experience								
Provide Offeror's Experience Modification Ratio (EMR) and Total Recordable Frequency Rate (TRFR) for the last 3 years and the EMR and TRFR history for the last 3 years of any proposed Subcontractor that will provide Work valued at 25% or more of the Contract Price.								
Year	Offeror		Subcontractor		Subcontractor		Subcontractor	
	EMR	TRFR	EMR	TRFR	EMR	TRFR	EMR	TRFR
1								
2								
3								

Table 1 - General Information Cont'd

Financial Summary Information for Offeror		
Date of Offeror's most current financial statement		
Date of Offeror's most current audited financial statement		
Financial indicators from the most current financial statement:		
Offeror's Current Ratio = Current Assets ÷ Current Liabilities		
Offeror's Quick Ratio = (Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities		
Describe the resources that are available to the Offeror to provide adequate cash flow for the Project if Offeror's Current Ratio or Quick Ratio are less than 1.0:		
Disadvantaged Business Certifications		
Name of Certification	Certifying Agency	Certification Date
☐ Disadvantage Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman Business Enterprise		
☐ Disabled Veteran Owned Business		
☐ Historically Underutilized Business		
☐ Small Business Enterprise		
☐ Other		
☐ None		

Table 2 - Current Projects and Project Completed within the last 5 Years

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Table 3 - Proposed Project Managers

Name of Organization			
Primary Candidate			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Table 4 - Proposed Project Superintendents

Name of Organization			
Primary Candidate			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Table 5 - Proposed Project Safety Managers

Name of Organization			
Primary Candidate			
Name of individual			
Years of experience as project safety manager			
Years of experience with this organization			
Number of similar projects as project safety manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as project safety manager			
Years of experience with this organization			
Number of similar projects as project safety manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Table 6 - Proposed Project Quality Control Managers

Name of Organization			
Primary Candidate			
Name of individual			
Years of experience as quality control manager			
Years of experience with this organization			
Number of similar projects as quality control manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	
Alternate Candidate			
Name of individual			
Years of experience as quality control manager			
Years of experience with this organization			
Number of similar projects as quality control manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Role on project		Role on project	

Table 7 - Project Information for Key Personnel

Name of Organization							
Provide information on all projects completed by the Organization within the last 5 years.							
Project Owner				Project Name			
General Description of Project							
Project Budget and Schedule Performance							
Budget History	Amount	% of Bid Amount	Schedule Performance			Date	Days
Original Contract Price			Notice to Proceed				
Change Orders			Contract Substantial Completion Date at Notice to Proceed				
Owner Enhancements			Contract Final Completion Date at Notice to Proceed				
Unforeseen Conditions			Change Order Authorized Substantial Completion Date				
Design Issues			Change Order Authorized Final Completion Date				
Total			Actual / Estimated Substantial Completion Date				
Final Cost			Actual / Estimated Final Completion Date				
Key Project Personnel							
		Project Manager		Project Superintendent		Safety Manager	
Name						Quality Control Manager	
Percentage of time devoted to the project							
Percentage of time proposed for this Project							
Did Individual start and complete the project?							
If not, who started or completed the project in their place?							
Reason for change?							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name	Title/Position	Organization	Telephone	Email		
Owner							
Designer							
Construction Manager							
Surety							
Issues / disputes resolved or pending resolution by arbitration, litigation or dispute review boards							
Number of issues resolved		Total amount involved in resolved issues		Number of issues pending		Total amount involved in issues pending	

Table 8 - Demonstration of Budget Performance

Name of Offeror							
Provide information on all projects completed by the Offeror within the last 5 years.							
Owner Name	Project Description	Original Contract Price	Value of Change Orders			Total Change Orders	Percent of Changes to Original Contract Price
			Owner Enhancements	Unforeseen Conditions	Design Issues		
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Table 9 - Demonstration of On-Time Performance

Name of Organization							
Provide information on all projects completed by the Organization within the last 5 years.							
Owner Name	Project Description	Original Contract Date for Substantial Completion	Original Contract Date for Final Completion	Amended Contract Date for Substantial Completion	Amended Contract Date for Final Completion	Actual Contract Date for Substantial Completion	Actual Contract Date for Final Completion
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Contractor as Principal Name: Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business):
Owner Name: Mailing address (principal place of business):	Physical address (principal place of business): Telephone (Main): Telephone (Claims):
Contract Contract No.: Project name and number: Contract Price: Effective Date of Contract:	Surety's state of incorporation:
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma. Local Agent for Surety Name: Mailing address (principal place of business): Telephone (Main):

Surety and Contractor, intending to be legally bound and obligated to Owner, do each cause this performance bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal

Signature: _____

Name: _____

Title: _____

Email: _____

Surety

Signature: _____

Name: _____

Title: _____

Email: _____

(Attach Power of Attorney and place surety seal below)

END OF SECTION

00 61 16 PAYMENT BOND

Contractor as Principal Name: Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business):
Owner Name: Mailing address (principal place of business):	Physical address (principal place of business): Telephone (Main): Telephone (Claims):
Contract Contract No.: Project name and number: Contract Price: Effective Date of Contract:	Surety's state of incorporation: <i>By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma.</i> Local Agent for Surety Name: Mailing address (principal place of business): Telephone (Main):
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	

Surety and Contractor intending to be legally bound and obligated to Owner do each cause this payment bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to Contractor or to a Subcontractor in the prosecution of the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal

Signature: _____
 Name: _____
 Title: _____
 Email: _____

Surety

Signature: _____
 Name: _____
 Title: _____
 Email: _____

(Attach Power of Attorney and place surety seal below)

END OF SECTION

Contractor as Principal Name: Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business):
Owner Name: Mailing address (principal place of business):	Physical address (principal place of business): Telephone (Main): Telephone (Claims):
Contract Project name and number: Contract Price: Effective Date of Contract:	Surety's state of incorporation: <i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state where the Project is located.</i> Local Agent for Surety Name: Mailing address (principal place of business):
Bond Bond Amount: 100 percent of Contract Price in the first year, 10 percent in the second year Bond Duration: 2 years Bond Date: (Date of Bond cannot be earlier than Effective Date of Contract)	Telephone (Main):

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this maintenance bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety and Contractor bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor faithfully performs maintenance work required by the Contract Documents then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond will be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. This Agreement shall be administered and interpreted under the laws of the state where the Project is located. Venue lies exclusively in Pottawatomie, Oklahoma for any legal action.

Contractor as Principal	Surety
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
	<i>(Attach Power of Attorney)</i>

END OF SECTION

00 61 20 MAINTENANCE BOND REQUIREMENTS

ARTICLE 1 – MAINTENANCE BOND REQUIREMENTS

- 1.01 Provide a maintenance bond that complies with the requirements of this Section. A maintenance bond is defined as a performance bond that extends the correction period for a specified period of time beyond the one-year correction period described in the General Conditions.
- 1.02 Provide a maintenance bond that begins at the end of the one-year correction period and continues for the period stated in Section 00 61 19 “Maintenance Bond.”
- 1.03 Provide a maintenance bond in the amount stated in Section 00 61 19 “Maintenance Bond.”
- 1.04 Provide a maintenance bond that meets the same requirements for bonds as the Contractor’s performance bond as described in the Contract Documents.
- 1.05 Surety for the maintenance bond must meet the same requirements for the performance and payment bonds as set forth in the General Conditions.
- 1.06 Indemnification provisions of the General Conditions apply to the maintenance bond period.

ARTICLE 2 – DOCUMENTATION

- 2.01 Provide a maintenance bond using the form provided in Section 00 61 19 “Maintenance Bond.”
- 2.02 Comply with the requirements of Section 01 70 00 “Execution and Closeout Requirements.”

ARTICLE 3 – CORRECTIVE ACTION DURING THE MAINTENANCE BOND PERIOD

- 3.01 Correct Defective Work during the one-year correction period in accordance with the General Conditions.
- 3.02 Correct Defective Work during the maintenance bond period just as required for the one-year correction period specified in the General Conditions. Provide labor and materials required to correct Defective Work or correct Work that does not function as required by the Contract Documents.
- 3.03 Correction of Defective Work during the maintenance bond period does not extend the correction period as is required under the provisions of the one-year correction period described in the General Conditions.
- 3.04 Promptly correct damages to the Site or adjacent areas that Contractor has arranged to use through construction easements or other agreements. Promptly correct damages to the Work or the work of others. Make the corrections without cost to Owner.
- 3.05 Owner may correct Defective Work without notice to Contractor in an emergency where delay would cause serious risk of loss or damage.
- 3.06 Include the cost for correcting Defective Work during the maintenance bond period in the Contract Price. Include all costs associated with providing the maintenance bond in the Contract Price.
- 3.07 Reimburse Owner for engineering and special services required to be furnished by Owner which are directly attributable to the corrective Work.

3.08 Remedy for Failure to Correct Defective Work:

- A. Owner may correct Defective Work if Contractor fails or refuses to perform corrective Work within 10 days after Owner notifies Contractor of Defective Work.
- B. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this paragraph are to be paid by Contractor or its surety. These claims, costs, losses, and damages include costs of repair and the cost of replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's Defective Work. Owner is not required to obtain the lowest price for the Work performed when exercising its rights or remedies under this paragraph.

ARTICLE 4 – INSURANCE REQUIREMENTS

- 4.01 Provide insurance as required by the Contract Documents during the maintenance bond period. Provide evidence of insurance prior to beginning corrective Work if evidence of insurance is not current.

END OF SECTION

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. A term with initial capital letters, including the term's singular and plural forms, has the meaning indicated in this Paragraph wherever used in the Bidding Requirements or Proposal Requirements or Contract Documents. In addition to the terms specifically defined, terms with initial capital letters in the Contract Documents may include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Documents issued prior to the receipt of Bids or Proposals which clarify or modify the Bidding Requirements/Proposal Requirements or the proposed Contract Documents.
 2. *Agreement*—The document signed by Owner and Contractor that establishes the Contract Price and Contract Times, and designates the specific documents that are Contract Documents.
 3. *Application for Payment*—The documents used by Contractor to request payments from Owner and the supporting documentation required by the Contract Documents.
 4. *Bid; Proposal*—An offer submitted to Owner for the Project setting forth the Contract Price and Contract Times for the Work to be performed.
 5. *Bidding Documents; Proposal Documents*—The Bidding Requirements or Proposal Requirements, the proposed Contract Documents, and Addenda.
 6. *Bidding Requirements; Proposal Requirements*—The Invitation to Bid or Request for Proposals, Instructions to Offerors, Bid Security or Proposal Security, Bid Form or Proposal Form and attachments, and required certifications and affidavits.
 7. *Bid Security; Proposal Security*—The financial security provided by Offeror at the time the Bid or Proposal is submitted and held by Owner until the Agreement is executed and the evidence of insurance and bonds required by the Contract Documents are provided.
 8. *Change Order*—A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which modifies the Work, Contract Price, Contract Times, or terms and conditions of the Contract.
 9. *Change Proposal*—A document submitted by Contractor in accordance with the requirements of the Contract Documents:
 - a. Requesting an adjustment in Contract Price or Contract Times;
 - b. Contesting an initial decision concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;
 - c. Challenging a Set-off against payment due; or
 - d. Seeking other relief with respect to the terms and conditions of the Contract.
 10. *Claim*—A demand or assertion by Owner or Contractor submitted in accordance with the requirements of the Contract Documents. A demand for money or services by an entity other than Owner or Contractor is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
12. *Construction Manager*—The individual or entity named as Construction Manager in the Agreement and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide construction management as advisor services to Owner.
13. *Construction Manager at Risk (CMAR)*—The individual or entity selected by Owner to construct the Project using the Construction Manager at Risk project delivery method. The term Contractor means Construction Manager at Risk in the Contract Documents when the Construction Manager at Risk project delivery method is used.
14. *Contract*—The entire integrated set of documents concerning the Work and describing the relationship between the Owner and Contractor.
15. *Contract Amendment*—A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which:
 - a. Authorizes new phases of the Work and establishes the Contract Price, Contract Times, or terms and conditions of the Contract for the new phase of Work; or
 - b. Modifies the terms and conditions of the Contract, but does not make changes in the Work.
16. *Contract Documents*—Those items designated as Contract Documents in the Agreement.
17. *Contract Price*—The monetary amount stated in the Agreement and as adjusted by Modifications, and increases or decreases in unit price quantities, if any, that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
18. *Contract Times*—The number of days or the dates by which Contractor must achieve specified Milestones, achieve Substantial Completion, and complete the Work.
19. *Contractor*—The individual or entity with which Owner has contracted to perform the Work.
20. *Contractor's Team*—Contractor, Subcontractors, Suppliers, and individuals or entities directly or indirectly employed or retained by Contractor, Subcontractors, or Suppliers to perform part of the Work, or anyone for whose acts they may be liable.
21. *Cost of the Work*—The sum of costs incurred for the performance of the Work as allowed by Article 13.
22. *Day*—A day of 24 hours measured from midnight to the next midnight.
23. *Defective*—When applied to Work, refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents;

- b. Does not meet the requirements of applicable inspections, reference standards, tests, or approvals referred to in the Contract Documents; or
 - c. Has been damaged prior to Construction Manager's recommendation of final payment unless responsibility for the protection of the Work has been assumed by Owner at Substantial Completion in accordance with Article 15.
24. *Design Professional*—The individuals or entity named as the Architect or Engineer in the Agreement and the subconsultants, individuals, or entities directly or indirectly employed or retained by Design Professional to provide design or other technical services to Owner. Design Professional has responsibility for design and technical issues related to the Contract Documents.
25. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work. Shop Drawings and other documents generated by Contractor's Team are not Drawings.
26. *Effective Date of the Contract*—The date indicated in the Agreement on which the Contract becomes effective.
27. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including Shop Drawings and other Submittals, that are in an electronic or digital format.
28. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
29. *Field Order*—A document issued by Construction Manager or Design Professional requiring changes in the Work that do not change the Contract Price or the Contract Times.
30. *Final Completion*—The point where the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by Owner and the Project is ready for Final Payment.
31. *Guaranteed Maximum Price (GMP)*—The maximum amount to be paid by Owner for the sum of the Cost of the Work plus Contractor's fee as set forth in the Agreement, subject to increases or decreases for changes in the Work, when the Construction Manager at Risk project delivery method is used.
32. *Hazardous Environmental Condition*—The presence of Constituents of Concern at the Site in quantities or circumstances that may present a danger to persons or property exposed to Constituents of Concern. The presence of Constituents of Concern at the Site necessary for the execution of the Work or to be incorporated into the Work is not a Hazardous Environmental Condition provided these Constituents of Concern are

controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract.

- a. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
33. *Indemnified Costs*—All costs, losses, judgments, and damages resulting from claims or demands against Owner’s Indemnitees. These costs include fees for design professionals, attorneys, and other professionals and any legal, court, arbitration, or other dispute resolution costs.
 34. *Laws and Regulations; Laws or Regulations*—Applicable laws, statutes, rules, regulations, ordinances, codes, permits, and binding decrees, resolutions, and orders of governmental bodies, agencies, authorities, and courts having jurisdiction over the Project.
 35. *Liens*—Charges, security interests, or encumbrances upon Contract related funds, real property, or private property.
 36. *Manufacturer*—The individual or entity that designs, casts, fabricates, manufactures, assembles, tests, and provides materials or equipment to be incorporated in the Work.
 37. *Milestone*—A principal event in the performance of the Work that Contractor is required by Contract to complete by a specified date or within a specified time.
 38. *Modification*—Change made to the Contract Documents by Contract Amendment, Change Order, Field Order, or Work Change Directive.
 39. *Notice of Award*—The notice of Owner’s acceptance of the Successful Offeror’s Bid or Proposal.
 40. *Notice to Proceed*—A notice to Contractor of the Contract Times and the date Work is to begin.
 41. *Offeror*—An individual or entity that submits a Bid or Proposal to Owner.
 42. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 43. *Owner’s Budget*—The amount budgeted by Owner for the construction of the Project.
 44. *Owner’s Indemnitees*—Each member of OPT and their officers, directors, members, partners, employees, agents, consultants, and subcontractors.
 45. *Owner’s Project Team (OPT)*—The Owner, Design Professional, Construction Manager, and the other entities identified in the Supplementary Conditions and the consultants, subconsultants, individuals or entities directly or indirectly employed or retained by them to provide services to Owner.

46. *Progress Schedule*—A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
47. *Project*—The total undertaking to be accomplished for Owner under the Contract Documents.
48. *Project Construction Manager (PCM)*—The authorized representative of OPT assigned to assist Construction Manager at the Site. The term Project Construction Manager includes assistants and field staff of Construction Manager.
49. *Project Management Information System (PMIS)*—The online project management system that will be used by OPT and Contractor to submit and share documentation and other related communications and information for this Project.
50. *Samples*—Physical examples of materials, equipment, or workmanship representing some portion of the Work that are used to establish the standards for that portion of the Work.
51. *Schedule of Anticipated Payments*—A detailed tabulation, prepared and maintained by Contractor, showing the anticipated amount of each Application for Payment and the month in which they will be submitted.
52. *Schedule of Submittals*—A detailed tabulation, prepared and maintained by Contractor, of each required submittal and the time requirements for review and approval of each submittal.
53. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Contractor’s Applications for Payment.
54. *Set-off*—A reduction in payment due to Contractor under Article 15.
55. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by Contractor’s Team and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
56. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed. The Site includes rights-of-way, easements, and other lands or areas furnished by Owner which are designated for use by Contractor.
57. *Specifications*—The part of the Contract that describes the requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
58. *Subcontractor*—An individual or entity having a direct contract with Contractor or with other Subcontractors or Suppliers for the performance of a part of the Work.
59. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Construction Manager, or that is indicated as a Submittal in the Schedule of Submittals accepted by Construction Manager. Submittals, whether approved or accepted by OPT, are not Contract Documents.

60. *Substantial Completion*—The point where the Work or a specified part of the Work is sufficiently complete to be used for its intended purpose in accordance with the Contract Documents.
61. *Successful Offeror*—The Offeror to which Owner awards the Contract.
62. *Supplementary Conditions*—The part of the Contract that amends or supplements the General Conditions.
63. *Supplier*—A Manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with Subcontractors or other Suppliers to furnish materials or equipment to be incorporated in the Work.
64. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions with respect to either:
 - a. Existing subsurface conditions at or adjacent to the Site;
 - b. Existing physical conditions at or adjacent to the Site including existing surface or subsurface structures at the Site, except Underground Facilities; or
 - c. Hazardous Environmental Conditions at the Site.
65. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
66. *Unit Price Work*—Work to be paid for based on unit prices.
67. *Work*—The construction of the Project or its component parts as required by the Contract Documents. Work includes and is the result of performing and providing all labor, services, and documentation to construct the Project; providing all materials and equipment to be incorporated into the Project, and providing related services for testing, startup and commissioning, all as required by the Contract Documents.
68. *Work Change Directive*—A directive issued to Contractor on or after the Effective Date of the Contract ordering an addition, deletion, or revision in the Work. The Work Change Directive serves as a memorandum of understanding regarding the directive until a Change Order can be issued.

1.02 Terminology

- A. The words and terms discussed in this Paragraph 1.02 are not defined terms that require initial capital letters, but when used in the Bidding Requirements or Proposal Requirements or Contract Documents, have the indicated meaning.
- B. Contract Documents are written using imperative language:
 1. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words “furnish,” “install,” “perform,” “provide,”

or similar words include the meaning of the phrase "Contractor shall..." before these words.

2. Unless specifically stated that action is to be taken by OPT or others, it is understood that the action described is a requirement of Contractor.
- C. The use of the words "furnish," "install," "perform," and "provide" have the following meanings when used relating to services, materials, or equipment:
1. Furnish means to supply and deliver the specified services, materials, or equipment to the Site or other specified location ready for use or installation.
 2. Install means to complete construction or assembly of the specified services, materials, or equipment so they are ready for their intended use.
 3. Perform or provide means to furnish and install specified services, materials, or equipment, complete and ready for their intended use.
 4. Perform or provide the specified services, materials, or equipment complete and ready for intended use if the Contract Documents require specific services, materials, or equipment, but do not expressly use the words "furnish," "install," "perform," or "provide."
- D. The meaning and intent of certain terms or adjectives are described as follows:
1. The terms "as allowed," "as approved," "as ordered," "as directed," or similar terms in the Contract Documents indicate an exercise of professional judgment by OPT.
 2. Adjectives like "reasonable," "suitable," "acceptable," "proper," "satisfactory," or similar adjectives are used to describe a determination of OPT regarding the Work.
 3. Any exercise of professional judgment by OPT will be made solely to evaluate the Work for general compliance with the Contract Documents unless there is a specific statement in the Contract Documents indicating otherwise.
 4. The use of these or similar terms or adjectives does not assign a duty or give OPT authority to supervise or direct the performance of the Work, or assign a duty or give authority to OPT to undertake responsibilities contrary to the provisions of Article 9, Article 10 or other provisions of the Contract Documents.
- E. Requirements apply to all Work of the same kind, class, and type even though the word "all" or "any" is not stated.
- F. The terms "includes" and "including" are used as terms of enlargement and not of limitation or exclusive enumeration, and use of these terms does not create a presumption that components not expressed are excluded. The terms "consist of" or "consisting of" limits the interpretation to only those items specifically listed.
- G. It is understood that the cost of providing Work is included in the Contract Price and no additional compensation is to be paid by Owner unless specifically stated otherwise in the Contract Documents. Expressions like "at no additional cost to Owner," "at Contractor's expense," or similar words mean that Contractor is to include the cost of this Work in their Contract Price and perform or provide specified Work without an increase in the Contract Price.

- H. Words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with this recognized meaning unless stated otherwise in the Contract Documents.
- I. Written documents are required where reference is made to notices, reports, approvals, consents, statements, instructions, opinions, or other types of documentation or communications required by the Contract Documents. Approval and consent documents must be received by Contractor prior to the action or decision for which approval or consent is given. These may be made in printed or electronic format through OPT's Project Management Information System or other electronic media as required by the Contract Documents or approved by Construction Manager.
- J. Giving notice as required by the Contract Documents may be by printed or electronic media using a method that requires acknowledgment of the receipt of that notice.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. Provide required bonds and evidence of insurance required by the Contract Documents to Construction Manager with the executed Agreement.
- B. Evidence of insurance must include copies of the insurance policies, including all endorsements, and identification of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

- A. OPT will furnish one copy of the executed Contract Documents in electronic portable document format (PDF). This document is the Project Record Copy of the Contract Documents.

2.03 Before Starting Construction

- A. Provide the following preliminary documents in accordance with the Contract Documents within 10 days after the Effective Date of the Contract:
 - 1. Progress Schedule;
 - 2. Schedule of Submittals;
 - 3. Schedule of Values; and
 - 4. Schedule of Anticipated Payments.
- B. Designate the specific individuals authorized to act as representatives of Contractor. These individuals must have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of Contractor.
- C. Owner will designate the specific individuals authorized to act as representatives of Owner and the limits of their authority regarding acting on behalf of Owner.

2.04 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract Documents, the OPT and Contractor will send and accept Electronic Documents sent by Electronic Means using the protocols specified in Section 01 33 00 "Document Management."

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. Requirements of each part of the Contract Documents are as binding as if required by all Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for construction of the Project are to be provided by Contractor and coordinated with OPT.
- B. Provide the labor, documentation, services, materials, or equipment that may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result, whether specifically called for in the Contract Documents or not. Include these related costs in the offered Contract Price.
- C. Provide equipment that is functionally complete as described in the Contract Documents. The Drawings and Specifications do not indicate or describe all the Work required to complete the installation of equipment purchased by the Owner or Contractor. Additional details required for the correct installation of selected equipment are to be provided by Contractor and coordinated with Design Professional through Construction Manager.
- D. Comply with the most stringent requirements where compliance with two or more standards is specified and they establish different or conflicting requirements for the Work, unless the Contract Documents indicate otherwise.
- E. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the Project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the Drawings but are not included in the Specifications.
- F. The Project Record Copy of the Contract Documents governs if there is a discrepancy between the Project Record Copy of the Contract Documents and subsequent electronic or digital versions of the Contract Documents, including printed copies derived from these electronic or digital versions.
- G. The Contract supersedes all prior written or oral negotiations, representations, and agreements. The Contract Documents comprise the entire Agreement between Owner and Contractor. The Contract Documents may be modified only by a Modification.
- H. Request clarification from Construction Manager for a decision before proceeding if Contractor is not clear on the meaning of the Contract Documents. Construction Manager is to issue clarifications and interpretations of the Contract Documents in accordance with the Contract Documents.

I. Organization of the Documents:

1. Organization of the Contract Documents is not intended to control or lessen the responsibility of Contractor when dividing Work among Subcontractors or Suppliers, or to establish the extent of Work to be performed by trades, Subcontractors, or Suppliers, except on multi-prime contracts. Specifications or details do not need to be indicated or specified in each Specification or Drawing. Items shown in the Contract Documents are applicable regardless of their location in the Contract Documents.
2. Standard Paragraph titles and other identifications of subject matter in the Specifications are intended to aid in locating and recognizing various requirements of the Specifications. Titles do not define, limit, or otherwise restrict Specification text.
3. The Contract requirements described in the General Conditions, Supplementary Conditions, and General Requirements (Division 01 Sections of the Specifications) apply to Work regardless of where it is described in the Contract Documents, unless specifically noted otherwise.
4. Specifications or details do not need to be indicated or specified in each Specification or Drawing. Items shown in the Contract Documents are applicable regardless of their location in the Contract Documents.

J. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

K. Nothing in the Contract Documents creates:

1. a contractual relationship between OPT and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. an obligation on the part of OPT to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standard Specifications, Codes, Laws and Regulations:

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of technical societies, organizations, or associations, or to Laws or Regulations, whether specific or implied, are those in effect at the time Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price unless specifically stated otherwise in the Contract Documents.
2. No provision of referenced standard specifications, manuals, reference standards, codes, or instructions of a Supplier changes the duties or responsibilities of OPT or Contractor from those described in the Contract Documents or assigns a duty to or gives authority to OPT to supervise or direct the performance of the Work or undertake responsibilities inconsistent with the Contract Documents.

3. The provisions of the Contract Documents take precedence over standard specifications, manuals, reference standards, codes, or instructions of a Supplier unless specifically stated otherwise in the Contract Documents.
- B. Comply with applicable construction industry standards, whether referenced or not.
 1. Standards referenced in the Contract Documents govern over standards not referenced but recognized as applicable in the construction industry.
 2. Comply with the requirements of the Contract Documents if they produce a higher quality of Work than the applicable construction industry standards.
 3. Submit questions regarding which code or standard is applicable to Construction Manager. Design Professional will determine whether a code or standard is applicable, which of several codes or standards are applicable, or if the Contract Documents produce a higher quality of Work. Construction Manager will respond to the question as appropriate.
- C. Make copies of reference standards available if requested by Construction Manager.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 1. Carefully study the Drawings and verify pertinent figures and dimensions with respect to actual field measurements before undertaking the Work. Immediately report conflicts, errors, ambiguities, or discrepancies that Contractor discovers or has actual knowledge of to Construction Manager.
 2. Immediately notify the Construction Manager of conflicts, errors, ambiguities, or discrepancies in the Contract Documents or discrepancies between the Contract Documents and:
 - a. Applicable Laws or Regulations;
 - b. Actual field conditions;
 - c. Standard specifications, manuals, reference standards, or codes; or
 - d. Instructions of Suppliers.
 3. Do not proceed with affected Work until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation from Construction Manager or by a Modification to the Contract Documents issued pursuant to Paragraph 11.01, except in an emergency as required by Paragraph 7.12.
 4. Contractor is liable to OPT for failure to report conflicts, errors, ambiguities, or discrepancies in the Contract Documents of which Contractor has actual knowledge.
 5. Contractor is deemed to have included the most expensive item, system, procedure, etc. in the Contract Price if a conflict, error, ambiguity, or discrepancy in the Contract Documents was known, but not reported prior to submitting the Bid or Proposal or when Contractor negotiates the Contract Price.

3.04 Interpretation of the Contract Documents

- A. Submit questions concerning the non-technical or contractual/administrative requirements of the Contract Documents to Construction Manager immediately after the question arises. Construction Manager will provide an interpretation of the Contract Documents regarding these questions and will coordinate the response of OPT to Contractor.
- B. Submit questions regarding the design of the Project described in the Contract Documents to Construction Manager immediately after the question arises. Construction Manager will request an interpretation of the Contract Documents from Design Professional. Construction Manager will coordinate the response of OPT to Contractor.
- C. OPT may initiate a Modification to the Contract Documents through Construction Manager if a response to the question indicates that a change in the Contract Documents is required. Contractor may appeal Design Professional's or Construction Manager's interpretation by submitting a Change Proposal.

3.05 Reuse of Documents

- A. Contractor's Team has no rights to the Contract Documents and may not use the Contract Documents or copies or electronic media editions of the Contract Documents other than for the construction of this Project. This provision survives final payment or termination of the Contract.
- B. Contractor can retain a copy of the Contract Documents for record purposes, unless specifically prohibited by Owner for security reasons. Surrender paper and digital copies of the Contract Documents and other related documents and remove these documents from computer equipment or storage devices as a condition of final payment if Owner so directs.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times commence to run on the date indicated in the Notice to Proceed. If a Notice to Proceed is not issued, the Contract Times will commence to run 15 days after the Contract is signed by all parties.
- B. Begin performing the Work on the date indicated in the Notice to Proceed. Do not begin Work before the date indicated in the Notice to Proceed or prior to providing evidence that insurance required in Article 6 is in effect.

4.02 Progress Schedule

- A. Construct the Work in accordance with the Progress Schedule established in accordance with the Contract Documents.
 - 1. Adjust the Progress Schedule as required to accurately reflect actual progress on the Work.
 - 2. Submit proposed adjustments in the Progress Schedule that change the Contract Times in accordance with the requirements of Article 11.

- B. Continue performing Work and adhere to the Progress Schedule during disputes or disagreements with Owner. Do not delay or postpone Work pending resolution of disputes or disagreements, or during an appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree.

4.03 Delays in Contractor's Progress

- A. Contractor is not entitled to an adjustment in Contract Price or Contract Times for delays, disruptions, or interference caused by or within the control of Contractor's Team.
- B. Contractor is entitled to an equitable adjustment in Contract Price or Contract Times if OPT directly delays, disrupts, or interferes with the performance or progress of the Work. Contractor is not entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Owner if this delay is concurrent with a delay, disruption, or interference attributable to or within the control of Contractor's Team.
- C. Contractor is entitled to an equitable adjustment in the Contract Times, but not Contract Price, if Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of OPT or Contractor. These adjustments in Contract Times are Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. These unanticipated causes include:
 - 1. Severe and unavoidable natural catastrophes e.g. fires, floods, epidemics, and earthquakes;
 - 2. Acts of war or terrorism;
 - 3. Acts or failures to act of utility owners or other third-party entities other than those third-party utility owners performing other work at or adjacent to the Site as arranged by Owner and, as contemplated in Article 8;
 - 4. The existence of a differing subsurface or physical condition;
 - 5. An Underground Facility not shown or not indicated with reasonable accuracy by the Contract Documents;
 - 6. Hazardous Environmental Conditions; and
 - 7. Delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site unless this other work also for Owner.
- D. Contractor is entitled to an equitable adjustment in the Contract Times, but not Contract Price, if Contractor's performance or progress is delayed or disrupted by weather conditions provided such weather conditions exceed those that could normally be expected for the Site in that month of the year, unless other provisions for Weather related delays are included in the Contract Documents. Contractor is to include time associated with normal weather-related delays in the Project Schedule and assumes the risks, including costs, associated with delays related to normal weather conditions.
- E. Contractor is only entitled to an adjustment of the Contract Times for specific delays, disruptions, and interference to the performance or progress of the Work that can be

demonstrated to directly impact the ability of Contractor to complete the Work within the Contract Times. No adjustments in Contract Times are allowed for delays on components of the Work which were or could have been completed without impacting the Contract Times.

- F. Notify Construction Manager immediately of a potential delaying, disrupting, or interfering event. Submit a Change Proposal seeking an adjustment in Contract Price or Contract Times within 30 days of the commencement of the delaying, disrupting, or interfering event. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11. Change Proposal seeking an increase in Contract Times or Contract Price submitted must include supporting data that details the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference;
 5. A revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference;
 6. An explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work;
 7. The impact on Contract Price; and
 8. Such additional supporting documentation as OPT may require.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner will furnish the Site and inform Contractor of encumbrances or restrictions known to Owner related to use of the Site with which Contractor must comply in performing the Work.
- B. Provide for additional lands and access Contractor requires for temporary construction facilities or storage of materials and equipment, other than those identified in the Contract Documents. Provide documentation of authority to use these additional lands to Construction Manager before using them.

5.02 Use of Site and Other Areas

- A. Confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Owner or Contractor has arranged to use through construction easements or agreements, and other adjacent areas as permitted by Laws and Regulations. Assume full responsibility for damage

or injuries which result from the performance of the Work or from other actions or conduct of Contractor's Team, including:

1. Damage to the Site;
 2. Damage to adjacent areas used for Contractor's Team's operations;
 3. Damage to other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and
 4. Injuries and losses sustained by the owners or occupants of these lands or areas.
- B. Take the following action if a damage or injury claim is made by the owner or occupant of adjacent land or area because of the performance of the Work, or because of other actions or conduct of Contractor's Team:
1. Take immediate corrective or remedial action as required by Paragraph 7.10; and
 2. Attempt to settle the claim through negotiations with the owner or occupant, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law; and
 3. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ANY SUCH CLAIM AND ALL INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER'S INDEMNITEES TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF CONTRACTOR'S TEAM.**

5.03 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
 3. Technical Data contained in these reports and drawings.
- B. If no Technical Data have been identified in the Supplementary Conditions, then Technical Data is defined, with respect to conditions at the Site, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, or environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- C. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

- D. Contractor may rely upon the accuracy of the Technical Data contained in these reports and drawings, but these reports and drawings are not Contract Documents. Except for this reliance on Technical Data, Contractor may not rely upon or make claims against Owner's Indemnitees with respect to:
1. The completeness of reports and drawings for Contractor's purposes, including aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, or Contractor's safety precautions and programs;
 2. Other data, interpretations, opinions, and information contained in these reports or shown or indicated in the drawings;
 3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. Contractor's interpretation of or conclusions drawn from Technical Data or other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. Notify Construction Manager immediately, but in no event later than 3 days, after becoming aware of a subsurface or physical condition that is uncovered or revealed at the Site, and before further disturbing the subsurface or physical conditions or performing any related Work that:
1. Establishes that the Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. Requires a change in the Drawings or Specifications;
 3. Differs materially from that shown or indicated in the Contract Documents; or
 4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Do not further disturb or perform Work related to this subsurface or physical condition, except in an emergency as required by Paragraph 7.12, until permission to do so is issued by Construction Manager.
- C. Construction Manager is to notify OPT after receiving notice of a differing subsurface or physical condition from Contractor. OPT will:
1. Promptly review the subsurface or physical condition;
 2. Determine the necessity of OPT's obtaining additional exploration or tests with respect to the subsurface or physical condition;
 3. Determine if the subsurface or physical condition falls within one or more of the differing site condition categories in Paragraph 5.04.A;
 4. Prepare recommendations regarding Contractor's resumption of Work relating to the subsurface or physical condition in question;
 5. Determine the need for changes in the Drawings or Specifications; and

6. Advise Contractor of OPT's findings, conclusions, and recommendations.
- D. Construction Manager is to issue a statement to Contractor regarding the subsurface or physical condition in question and recommend action as appropriate after review of OPT's findings, conclusions, and recommendations. Construction Manager may instruct Contractor to resume Work if OPT determines that the subsurface or physical condition in question has been adequately documented.
- E. Contractor is entitled to an equitable adjustment in Contract Price or Contract Times to the extent that a differing subsurface or physical condition causes a change in Contractor's cost or time to perform the Work provided the condition falls within one or more of the categories described in Paragraph 5.04.A. Any adjustment in Contract Price for Work that is paid for on a unit price basis is subject to the provisions of Paragraph 13.03. Contractor is not entitled to an adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 1. Contractor knew of the existence of the subsurface or physical condition at the time Contractor made an offer to Owner with respect to Contract Price and Contract Times;
 2. The existence of the subsurface or physical condition could have been discovered or revealed by examinations, investigations, explorations, tests, or studies of the Site and contiguous areas expressly required by the Bidding Requirements or Proposal Requirements or the Contract Documents prior to when Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price; or
 3. Contractor failed to give notice as required by Paragraph 5.04.A.
- F. Contractor may submit a Change Proposal no later than 30 days after Construction Manager's issuance of the OPT's statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to OPT by the owners of these Underground Facilities or by others. OPT is not responsible for the accuracy or completeness of information or data provided by others that OPT makes available to Contractor. Contractor is responsible for:
 1. Reviewing and checking available information and data regarding existing Underground Facilities at the Site;
 2. Complying with Laws and Regulations related to locating Underground Facilities before beginning Work;
 3. Locating Underground Facilities shown or indicated in the Contract Documents;
 4. Coordinating the Work with the owners, including Owner, of Underground Facilities during construction; and
 5. The safety and protection of existing Underground Facilities at or adjacent to the Site and repairing damage resulting from the Work.
- B. Notify Construction Manager and the owner of the Underground Facility immediately if an Underground Facility is uncovered or revealed at the Site that was not shown in the

Contract Documents or was not shown with reasonable accuracy in the Contract Documents. Do not further disturb conditions or perform Work affected by this discovery, except in the event of an emergency as required by Paragraph 7.12.

- C. OPT is to take the following action after receiving notice from Construction Manager:
 - 1. Promptly review the Underground Facility to determine if the Underground Facility was shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy;
 - 2. Identify and communicate with the owner of the Underground Facility;
 - 3. Prepare recommendations to OPT regarding Contractor's resumption of Work relating to this Underground Facility;
 - 4. Determine the extent to which a change is required in the Drawings or Specifications to document the consequences of the existence or location of the Underground Facility; and
 - 5. Construction Manager will advise Contractor of OPT's findings, conclusions, and recommendations and provide revised Drawings and Specifications if required.
- D. Construction Manager is to issue a statement to Contractor regarding the Underground Facility in question and recommend action as appropriate after review of OPT's findings, conclusions, and recommendations.
- E. Contractor is entitled to an equitable adjustment in the Contract Price or Contract Times to the extent that the existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy. Any adjustment in Contract Price for Work that is paid for on a unit price basis is subject to the provisions of Paragraph 13.03.
- F. Contractor is not entitled an adjustment in the Contract Price or Contract Times with respect to an existing Underground Facility at the Site if:
 - 1. Contractor knew of the existence of the existing Underground Facility at the Site at the time Contractor made an offer to Owner with respect to Contract Price and Contract Times;
 - 2. The existence of the existing Underground Facility at the Site could have been discovered or revealed by examinations, investigations, explorations, tests, or studies of the Site and contiguous areas expressly required by the Bidding Requirements or Proposal Requirements or the Contract Documents prior to when Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price; or
 - 3. Contractor failed to give notice as required by Paragraph 5.05.B.
- G. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of adjustments in the Contract Price or Contract Times no later than 30 days after Construction Manager's issuance of OPT's statement to Contractor regarding the Underground Facility.

5.06 Hazardous Environmental Conditions at Site

- A. The Supplementary Conditions identify those reports and drawings known to OPT relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and the Technical Data contained in these reports and drawings.
- B. Contractor may rely upon the accuracy of the Technical Data contained in reports and drawings relating to Hazardous Environmental Conditions identified in the Supplementary Conditions, but these reports and drawings are not Contract Documents. Except for the reliance on expressly identified Technical Data, Contractor may not rely upon or make claims against Owner's Indemnitees with respect to:
 - 1. The completeness of these reports and drawings for Contractor's purposes, including aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor or Contractor's safety precautions and programs related to Hazardous Environmental Conditions;
 - 2. Other data, interpretations, opinions, and information contained in these reports or shown or indicated in the drawings; or
 - 3. Any Contractor interpretation of or conclusion drawn from Technical Data or other data, interpretations, opinions, or information.
- C. The results of tests performed on materials described in environmental reports specifically prepared for the Project and made available to Contractor are defined as Technical Data unless Technical Data has been defined more specifically in the Supplementary Conditions.
- D. Contractor is not responsible for removing or remediating Hazardous Environmental Conditions encountered, uncovered, or revealed at the Site unless this removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- E. Contractor is responsible for controlling, containing, and duly removing and remediating Constituents of Concern brought to the Site by Contractor's Team and paying associated costs.
 - 1. Owner may remove and remediate the Hazardous Environmental Condition and impose a Set-off against payments to Contractor for associated costs if Contractor's Team creates a Hazardous Environmental Condition and Contractor does not take acceptable action to remove and remediate the Hazardous Environmental Condition.
 - 2. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR'S TEAM, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR'S TEAM. NOTHING IN THIS PARAGRAPH SHALL OBLIGATE CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.**

- F. Immediately notify Construction Manager and take the following action if Contractor uncovers or reveals a Hazardous Environmental Condition at the Site or adjacent areas used by Contractor's Team that was not created by Contractor's Team:
1. Secure or otherwise isolate this condition;
 2. Stop Work in affected areas or connected with the condition, except in an emergency as required by Paragraph 7.12; and
 3. Do not resume Work relating to the Hazardous Environmental Condition or in affected areas until after OPT has obtained required permits and Construction Manager sends notice to Contractor:
 - a. Specifying that this condition and affected areas are or have been rendered safe for the resumption of Work; or
 - b. Specifying special conditions under which Work may be resumed safely.
 4. Owner may order the portion of the Work that is in the area affected by the Hazardous Environmental Condition to be deleted from the Work following the procedures in Article 11 if Contractor does not agree to:
 - a. Resume the Work based on a reasonable belief it is unsafe; or
 - b. Resume the Work under the special conditions provided by Construction Manager.
 5. Owner may have this deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. Contractor may submit a Change Proposal or Owner may impose a Set-off if an agreement is not reached within 10 days of Construction Manager's notice regarding the resumption of Work as to whether Contractor is entitled to an adjustment in Contract Price or Contract Times or on the amount or extent of adjustments resulting from this Work stoppage or special conditions under which Contractor agrees to resume Work.
- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Furnish a performance bond in an amount equal to the Contract Price as security for the faithful performance of Work. Contractor is to use amounts paid by Owner to Contractor under the Contract for the performance of the Contract. This bond is to remain in effect until 1 year after the date of final payment.
- B. Furnish a payment bond in an amount equal to the Contract Price as security to ensure payment of Contractor's obligations under the Contract Documents. This bond is to remain in effect until 1 year after the date of final payment.
1. Notify Construction Manager of claims filed against the payment bond. Notify the claimant and Construction Manager of undisputed amounts and the basis for

challenging disputed amounts when a claimant has satisfied the conditions prescribed by Laws and Regulations. Promptly pay undisputed amounts.

2. Owner is not liable for payment of costs or expenses of claimants under the payment bond. Owner has no obligations to pay, give notice, or take other action to claimants under the payment bond.
 3. OPT will provide a copy of the payment bond and payment information to Subcontractors, Suppliers, or other persons or entities claiming to have furnished labor or materials used in the performance of the Work that request this information in accordance with Laws and Regulations.
- C. Notify Construction Manager immediately if the surety on bonds furnished by Contractor:
1. Is declared bankrupt, or becomes insolvent;
 2. Has its right to do business in state in which the Project is located is terminated; or
 3. Ceases to meet the requirements of Paragraph 6.02.
- D. Provide a bond and surety which comply with the requirements of Paragraph 6.02 within 20 days after the event giving rise to this notification.
- E. Furnish other bonds as required by the Contract Documents.
- F. Owner may exclude Contractor from the Site and exercise Owner's termination rights under Article 16 if Contractor fails to obtain or maintain required bonds.

6.02 Licensed Sureties

- A. Provide bonds in the form prescribed by the Contract Documents from sureties named in the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies").
- B. Provide bonds required by the Contract Documents from surety companies that are duly licensed or authorized to provide bonds in the state in which the Project is constructed.

6.03 Insurance - General Provisions

- A. Obtain and maintain insurance with coverage amounts equal to or greater than the amounts specified in Section 00 73 16 "Insurance Requirements" or greater where required by Laws and Regulations.
- B. Obtain insurance from companies that are duly licensed or authorized in the state in which the Project is constructed to issue insurance policies and that have an A.M. Best rating of A-VIII or better.
- C. Deliver evidence of insurance in accordance with Section 00 73 16 "Insurance Requirements" to Owner to demonstrate that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Provide copies of these certificates to Owner and additional insured.
- D. Furnish copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles upon request by Owner or any additional insured. Contractor

may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this paragraph.

- E. OPT's failure to demand such certificates or other evidence of Contractor's full compliance with the insurance requirements or failure to identify a deficiency in compliance from the evidence provided is not a waiver of Contractor's obligation to obtain and maintain the insurance required by the Contract Documents.
- F. Notify Owner if Contractor fails to purchase or maintain the insurance required by the Contract Documents. Do not perform any Work on the Project unless the required insurance policies are in effect. Owner may exclude Contractor from the Site and exercise Owner's termination rights under Article 16 if Contractor fails to obtain or maintain the required insurance.
- G. Owner may elect to obtain equivalent insurance to protect Owner's interests without prejudice to any other right or remedy if Contractor fails to obtain or maintain the required insurance. Owner may impose a reasonable Set-off against payments due under Article 15 to recover the cost of the insurance.
- H. Owner does not represent that the insurance coverage and limits established in this Contract are adequate to protect Contractor or Contractor's interests.
- I. The required insurance and insurance limits do not limit Contractor's liability under the indemnities granted to Owner's Indemnitees in the Contract Documents.
- J. Provide for an endorsement that the "other insurance" clause will not apply to OPT where OPT is an additional insured shown on the policy. Contractor's insurance is primary and non-contributory with respect to any insurance or self-insurance carried by OPT for liability arising out of operations under this Agreement.
- K. Include and list OPT and any other individuals or entities identified in the Section 00 73 16 "Insurance Requirements" as additional insureds on all policies except for the workers' compensation policy and Contractor's professional liability policy.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. Provide professional engineering or other design services if the Contract Documents require such services or if Contractor determines that such services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety. Engineering or other design services are to be provided by a properly licensed design professional authorized to provide these services in the state in which the Project is constructed. Such services are not Owner-delegated professional design services under this Contract, and OPT does not have any responsibility with respect to:
 - 1. Contractor's determination of the need for such services;

2. The qualifications or licensing of the design professionals retained or employed by Contractor;
3. The performance of such services; or
4. Any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Supervise, inspect, and direct the performance of the Work.
- B. Provide a competent resident superintendent acceptable to OPT. The resident superintendent or acceptable qualified assistant is to always be present when Work is being done. Do not replace this resident superintendent except under extraordinary circumstances. Provide a replacement resident superintendent equally competent to the previous resident superintendent if replacement is required. Notify Owner prior to replacing the resident superintendent and obtain Owner's consent to the change in superintendent.

7.03 Labor; Working Hours

- A. Provide competent, suitably qualified personnel to complete the Work. Maintain good discipline and order at the Site. Contractor is responsible for all acts and omissions of Contractor's Team.
- B. Perform Work at the Site during regular working hours except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent to the Site and except as otherwise stated in the Contract Documents.
- C. Do not perform Work on a Saturday, Sunday, or Owner-observed holiday without Construction Manager's consent. If a legal holiday falls on a Saturday, it will be observed the preceding Friday. If a legal holiday falls on a Sunday, it will be observed the following Monday.
- D. Pay additional cost incurred by Owner for services of Construction Manager to observe Work constructed outside of regular working hours. Construction Manager will issue a Set-off in the Application for Payment for this cost per Paragraph 15.01.B.

7.04 Services, Materials, and Equipment

- A. Provide services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the performance, testing, startup, and completion of the Work, whether or not these items are specifically called for in the Contract Documents.
- B. Provide new materials and equipment to be incorporated into the Work. Provide special warranties and guarantees required by the Contract Document. Provide satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment as required by the Contract Documents or as requested by Construction Manager.

- C. Store, apply, install, connect, erect, protect, use, clean, and condition materials and equipment in accordance with instructions of the applicable Supplier, unless otherwise required by the Contract Documents.

7.05 Concerning Subcontractors, and Suppliers

- A. Contractor may retain Subcontractors and Suppliers which are acceptable to Owner for the performance of parts of the Work. Contractor must retain specific Subcontractors or Suppliers if required to do so by the Contract Documents. Contractor must use Subcontractors or Suppliers named in the Bid or Proposal if Contractor was selected in part based on these named Subcontractors or Suppliers.
- B. Submit a list of proposed Subcontractors and Suppliers to Construction Manager prior to entering into binding subcontracts or purchase orders. These proposed Subcontractors or Suppliers are deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 10 days after receiving this list.
- C. Owner may require the replacement of Subcontractors or Suppliers retained by Contractor. Provide an acceptable replacement for the rejected Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements, subject to Contractor's reasonable objections.
- D. Contractor may be entitled to an adjustment in Contract Price or Contract Times with respect to a replacement of Subcontractors or Suppliers required by Owner. Notify Construction Manager immediately if a replacement of Subcontractors or Suppliers increases the Contract Price or Contract Times. Initiate a Change Proposal for the adjustment within 10 days of Owner's notice to replace a Subcontractor or Supplier. Do not make the replacement until the change in Contract Price or Contract Times has been accepted by Owner if Change Proposal is to be submitted. Contractor is not entitled to an adjustment in Contract Price or Contract Times if OPT requires the replacement of the Subcontractor or Supplier based on an unacceptable safety record, lack of experience or qualifications, or other cause.
- E. Acceptance by Owner of Subcontractors, Suppliers, or other individuals or entities, whether initially or as a replacement, does not constitute a waiver of the obligation of Contractor to complete the Work in accordance with the Contract Documents.
- F. Maintain a current and complete list of Subcontractors and Suppliers that are to perform or furnish part of the Work.
- G. Contractor is fully responsible for the acts and omissions of Subcontractors and Suppliers and is solely responsible for scheduling and coordinating their Work.
- H. Require Subcontractors, Suppliers, and other individuals or entities performing or furnishing Work to communicate with OPT through Contractor.
- I. Contracts between Contractor and their Subcontractors or Suppliers may specifically bind the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents. Contractor is responsible for meeting the requirements of the Contract Documents if they choose to not bind the Subcontractors or Suppliers to applicable terms or conditions of the Contract Documents.

- J. OPT may furnish information about amounts paid to Contractor for Work provided by Subcontractors or Suppliers to the entity providing the Work.
- K. Nothing in the Contract Documents:
 - 1. Creates a contractual relationship between members of OPT and members of Contractor's Team; or
 - 2. Creates an obligation on the part of Owner to pay or to see to the payment of money due members of Contractor's Team, except as may be required by Laws and Regulations.

7.06 Patent Fees and Royalties

- A. Pay license fees, royalties, and costs incident to the use of inventions, designs, processes, products, or devices which are patented or copyrighted by others in the performance of the Work, or to incorporate these inventions, designs, processes, products, or devices which are patented or copyrighted by others in the Work. The Contract Documents identify inventions, designs, processes, products, or devices OPT knows are patented or copyrighted by others, or that its use is subject to patent rights or copyrights calling for the payment of a license fee or royalty to others. Contractor is to include the cost associated with the use of patented or copyrighted products or processes, whether specified or selected by Contractor, in the Contract Price.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS BY CONTRACTOR'S TEAM INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.**

7.07 Permits

- A. Obtain and pay for construction permits and licenses, and certificates of occupancy, if required. OPT is to assist Contractor in obtaining permits and licenses when required to do so by applicable Laws and Regulations. Pay governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time the Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price.

7.08 Taxes

- A. Contractor is responsible for all taxes and duties arising out of the Work. Contractor is responsible for including in the Contract Price any applicable sales and use taxes and is responsible for complying with all applicable Laws and Regulations. Pay sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations.

7.09 Laws and Regulations

- A. Give required notices and comply with Laws and Regulations applicable to the performance of the Work. OPT is not responsible for monitoring Contractor's compliance with Laws or Regulations except where expressly required by applicable Laws and Regulations.

- B. Pay costs resulting from actions taken by Contractor that are contrary to Laws or Regulations. Contractor is not responsible for determining that the design aspects of the Work described in the Contract Documents is in accordance with Laws and Regulations. This does not relieve Contractor of its obligations under Paragraph 3.03.
- C. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES HARMLESS FROM ALL CLAIMS AND INDEMNIFIED COSTS RESULTING FROM ACTIONS TAKEN BY CONTRACTOR'S TEAM THAT ARE CONTRARY TO LAWS OR REGULATIONS.**
- D. Owner or Contractor may give notice to the other party of changes in Laws or Regulations that may affect the cost or time of performance of the Work, including:
 - 1. Changes in Laws or Regulations affecting procurement of permits; and
 - 2. Sales, use, value-added, consumption, and other similar taxes which come into effect after Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price.
- E. Contractor may submit a Change Proposal or Owner may initiate a Claim within 30 days of this notice if Owner and Contractor are unable to agree on entitlement to or on the amount or extent of adjustments in Contract Price or Contract Times resulting from these changes.

7.10 Safety and Protection

- A. Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs relating to the Work. This responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.
- B. Take necessary precautions for the safety of persons on the Site or who may be affected by the Work, and provide the necessary protection to prevent damage, injury, or loss to:
 - 1. Work and materials and equipment to be incorporated in the Work, whether stored on or off the Site; and
 - 2. Other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement during construction.
- C. Comply with applicable Laws and Regulations relating to the safety and protection of persons or property. Erect and maintain necessary safeguards for safety and protection. Notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site when prosecution of the Work may affect them. Cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- D. Remedy damage, injury, or loss to property referred to in Paragraph 7.10.B caused by Contractor's Team. Pay remediation costs unless the damage or loss is:
 - 1. Attributable to the fault of the Contract Documents;
 - 2. Attributable to acts or omissions of OPT; or

- 3. Not attributable to the actions or failure to act of Contractor's Team.
- E. Contractor's duties and responsibilities for safety and protection of persons or the Work or property at or adjacent to the Site continues until Work is completed and resumes whenever Contractor's Team returns to the Site to fulfill warranty or correction obligations or to conduct other tasks.
- F. Comply with the applicable requirements of the Owner's safety program if required to do so in the Supplementary Conditions. A copy of the Owner's safety program will be provided in the Bidding Documents or Proposal Documents.
- G. Provide a qualified and experienced safety representative at the Site whose duties and responsibilities are the prevention of accidents and maintaining and supervising safety programs.

7.11 Hazard Communication Programs

- A. Coordinate the exchange of safety data sheets or other hazard communication information required to be made available or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.12 Emergencies

- A. Act to prevent threatened damage, injury, or loss in emergencies affecting the safety or protection of persons or the Work or property at or adjacent to the Site. Notify Construction Manager immediately if Contractor believes that significant changes in the Work or variations from the Contract Documents have been caused or are required because of this need to act. A Modification is to be issued by Construction Manager if OPT determines that the incident giving rise to the emergency action was not the responsibility of Contractor and that a change in the Contract Documents is required because of the action taken by Contractor in response to this emergency.

7.13 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that Work is in accordance with the Contract Documents and is not Defective. Owner is entitled to rely on Contractor's warranty and guarantee. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 7.14. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.13 is limited only by applicable Laws and Regulations restricting actions to enforce such rights. Assume and bear responsibility for costs and time delays associated with variations from the requirements of the Contract Documents.
- B. This Contractor's warranty and guarantee excludes defects or damage caused by abuse, improper maintenance or operation, or modification by OPT; or normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete Work in accordance with the Contract Documents is absolute. None of the following constitute an acceptance of Defective Work,

a release of Contractor's obligation to perform Work in accordance with the Contract Documents or a release of Owner's warranty or guarantee rights under this Paragraph:

1. Observations by OPT;
 2. Recommendation by Construction Manager or payment by Owner of progress or final payments;
 3. The issuance of a certificate of Substantial Completion;
 4. The issuance of a certificate of Final Completion;
 5. The end of the correction period established in Paragraph 7.14;
 6. Use or occupancy of part of the Work by Owner;
 7. Review and approval of a Shop Drawing or Sample;
 8. Inspections, tests, or approvals by others; or
 9. Correction of Defective Work by Owner.
- D. The Contract Documents may require Contractor to accept the assignment of a contract between the Owner and a contractor or supplier. The specific warranties, guarantees, and correction obligations contained in an assigned contract govern with respect to Contractor's performance obligations to Owner for the Work described in an assigned contract.

7.14 Correction Period

- A. Promptly correct Defective Work without cost to Owner for 1 year after the date of Substantial Completion or longer periods of time prescribed by the terms of the Contract Documents.
- B. Promptly correct damages to the Site or adjacent areas that Contractor has arranged to use through construction easements or other agreements. Promptly correct damages to Work or the work of others. Make corrections without cost to Owner.
- C. Owner may have the Defective Work and damages described in Paragraphs 7.14.A and 7.14.B corrected if Contractor does not comply with the terms of Construction Manager's instructions, or in an emergency where delay would cause serious risk of loss or damage.
- D. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE CORRECTION OF DEFECTIVE WORK.**
- E. The correction period starts to run from the date when a specific item of equipment or systems are placed in continuous beneficial use by Owner before Substantial Completion of Work if so provided in the Specifications or if accepted for beneficial use by Owner.
- F. The correction period is extended for an additional period of 1 year for Defective Work corrected after the date of Substantial Completion or after the accepted date the correction period starts to run as described in Paragraph 7.14.E. This extended correction

period starts to run when Defective Work has been satisfactorily corrected under this Paragraph 7.14.

- G. Contractor's obligations under this Paragraph 7.14 are in addition to other obligations or warranties. The provisions of this Paragraph 7.14 are not a substitute for, or a waiver of, the provisions of applicable statutes of limitation or repose.

7.15 Indemnification

- A. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR'S TEAM.**
- B. The indemnification obligation under Paragraph 7.15.A is not limited by the amount or type of damages, compensation, or benefits payable by or for members of Contractor's Team or other individuals or entities under workers' compensation acts, disability benefit acts, or other employee benefit acts in claims against Owner's Indemnitees by an employee or the survivor or personal representative of employee of Contractor's Team.

7.16 Delegation of Professional Design Services

- A. Contractor is to provide professional design services required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures.
- B. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. This delegation will specify the performance and design criteria that such services must satisfy and the Submittals that Contractor must furnish to Construction Manager with respect to Owner delegated design. Contractor is not required to provide these professional services in violation of applicable Laws and Regulations.
- C. Owner-delegated professional design services provided through Contractor are to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and other Submittals prepared by such design professional. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Construction Manager, then such Shop Drawing or other Submittal must bear the design professional's written approval when submitted by Contractor to Construction Manager.
- D. OPT is entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by Contractor's design professionals, provided OPT has specified to Contractor the performance and design criteria that these services must satisfy.

- E. Pursuant to this Paragraph 7.16, OPT's review and approval of design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this paragraph;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor is not responsible for the adequacy of the performance or design criteria specified by OPT. Advise OPT if the performance or design criteria are known or considered likely to be inadequate or otherwise deficient.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. Owner may arrange for other work at or adjacent to the Site which is not part of the Contractor's Work. This other work may be performed by Owner's employees or through other contractors. Utility owners may perform work on their utilities and facilities at or adjacent to the Site. Include costs associated with coordinating with entities performing other work or associated with connecting to this other work in the Contract Price if this other work is shown in the Contract Documents.
- B. OPT is to notify Contractor of other work prior to starting the work and provide any knowledge they have regarding the start of utility work at or adjacent to the Site to Contractor.
- C. Provide other contractors:
 - 1. Proper and safe access to the Site;
 - 2. Reasonable opportunity for the introduction and storage of materials and equipment; and
 - 3. Reasonable opportunity to execute their work.
- D. Provide cutting, fitting, and patching of the Work required to properly connect or integrate with other work. Do not endanger the work of others by cutting, excavating, or otherwise altering the work of others without the consent of Construction Manager and the others whose work will be affected.
- E. Inspect the work of others and immediately notify Construction Manager if the proper execution of part of Contractor's Work depends upon work performed by others and this work has not been performed or is unsuitable for the proper execution of Contractor's Work. Contractor's failure to notify Construction Manager constitutes an acceptance of this other work as acceptable for integration with Contractor's Work. This acceptance does not apply to latent defects or deficiencies in the work of others.
- F. Take adequate measures to prevent damages, delays, disruptions, or interference with the work of Owner, other contractors, or utility owners performing other work at or adjacent to the Site.

- G. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.

8.02 Coordination

- A. Owner has sole authority and responsibility for coordination of this other work unless otherwise provided in the Contract Documents. Owner is to identify the entity with authority and responsibility for coordination of the activities of the various contractors, the limitations of their authority, and the work to be coordinated prior to the start of other work at or adjacent to the Site.

8.03 Legal Relationships

- A. Contractor may be entitled to a change in Contract Price or Contract Times if, while performing other work at or adjacent to the Site for Owner, the OPT, other contractor, or utility owner:
 - 1. Damages the Work or property of Contractor's Team;
 - 2. Delays, disrupts, or interferes with the execution of the Work; or
 - 3. Increases the scope or cost of performing the Work through their actions or inaction.
- B. Notify Construction Manager immediately of the event leading to a potential Change Proposal so corrective or mitigating action can be taken. Submit the Change Proposal within 30 days of the event if corrective action has not adequately mitigated the impact of the actions or inactions of others. Information regarding this other work in the Contract Documents is used to determine if Contractor is entitled to a change in Contract Price or Contract Times. Changes in Contract Price require that Contractor assign rights against the other contractor or utility owner to Owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Changes in Contract Times require that the time extension is essential to Contractor's ability to complete the Work within the Contract Times.
- C. Take prompt corrective action if Contractor's Team damages, delays, disrupts, or interferes with the work of Owner's employees, other contractors, or utility owners performing other work at or adjacent to the Site or agree to compensate other contractors or utility owners for correcting the damage. Promptly attempt to settle claims with other contractors or utility owners if Contractor damages, delays, disrupts, or interferes with the work of other contractors or utility owners performing other work at or adjacent to the Site.
- D. Owner may impose a Set-off against payments due to Contractor and assign the Owner's contractual rights against Contractor with respect to the breach of the obligations described in this Paragraph 8.03 to other contractors or utility owners if damages, delays, disruptions, or interference occur.
- E. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES**

HARMLESS FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS RESULTING FROM CONTRACTOR'S TEAM'S ACTION OR INACTION RELATED TO DAMAGES, DELAYS, DISRUPTIONS, OR INTERFERENCE WITH THE WORK OF OWNER'S EMPLOYEES, OTHER CONTRACTORS, OR UTILITY OWNERS PERFORMING OTHER WORK AT OR ADJACENT TO THE SITE.

ARTICLE 9 – OWNER'S AND OPT'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. OPT issues communications to Contractor through Construction Manager except as otherwise provided in the Contract Documents.

9.02 Replacement of Owner's Project Team Members

- A. Owner may replace members of OPT at its discretion.

9.03 Furnish Data

- A. OPT is to furnish the data required of OPT under the Contract Documents.

9.04 Pay When Due

- A. Owner is to make payments to Contractor when due as described in Article 15.

9.05 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements are described in Paragraph 5.01. OPT will make copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site available to Contractor in accordance with Paragraph 5.03.

9.06 Insurance

- A. Owner's responsibilities with respect to purchasing and maintaining insurance are described in Article 6.

9.07 Modifications

- A. Owner's responsibilities with respect to Modifications are described in Article 11.

9.08 Inspections, Tests, and Approvals

- A. OPT's responsibility with respect to certain inspections, tests, and approvals are described in Paragraph 14.02.

9.09 Limitations on OPT's Responsibilities

- A. OPT does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or related safety precautions and programs, or for failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. OPT is not responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- B. OPT is not responsible for the acts or omissions of Contractor's Team. No actions or failure to act, or decisions made in good faith to exercise or not exercise the authority or responsibility available under the Contract Documents creates a duty in contract, tort, or otherwise of OPT to the Contractor or members of Contractor's Team.

9.10 Undisclosed Hazardous Environmental Condition

- A. OPT's responsibility for undisclosed Hazardous Environmental Conditions is described in Paragraph 5.06.

9.11 Compliance with Safety Program

- A. Contractor is to inform OPT of its safety programs and OPT is to comply with the specific applicable requirements of this program.

ARTICLE 10 – DESIGN PROFESSIONAL'S AND CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Construction Manager is Owner's representative. The duties and responsibilities and the limitations of authority of Construction Manager as Owner's representative are described in the Contract Documents.

10.02 Visits to Site

- A. Design Professional is to make periodic visits to the Site to observe the progress and quality of the Work. Design Professional is to determine, in general, if the Work is proceeding in accordance with the Contract Documents based on observations made during these visits. Design Professional is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. Design Professional is to inform OPT of issues or concerns and Construction Manager is to work with Contractor to address these issues or concerns. Design Professional's visits and observations are subject to the limitations on Design Professional's authority and responsibility described in the Contract Documents.
- B. Construction Manager is to observe the Work to check the quality and quantity of Work, implement Owner's quality assurance program and administer the Contract as Owner's representative as described in the Contract Documents. Construction Manager's visits and observations are subject to the limitations on Construction Manager's authority and responsibility described in the Contract Documents.

10.03 Rejecting Defective Work

- A. OPT has the authority to reject Work in accordance with Article 14. Construction Manager is to notify Contractor of Defective Work of which it is aware and document when Defective Work has been corrected or accepted in accordance with Article 14.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Construction Manager is to render decisions regarding non-technical or contractual/administrative requirements of the Contract Documents and will coordinate the response of OPT to Contractor.
- B. Design Professional is to render decisions regarding the conformance of the Work to the requirements of the Contract Documents. Design Professional will render a decision to either correct the Defective Work, or accept the Work under the provisions of Paragraph 14.04, if Work does not conform to the Contract Documents. Construction Manager will coordinate the response of OPT to Contractor.
- C. Construction Manager will issue a Request for a Change Proposal if a Modification is required. Construction Manager will provide documentation for changes related to the non-technical or contractual/administrative requirements of the Contract Documents. Design Professional will provide documentation if design related changes are required through Construction Manager.
- D. Contractor may appeal OPT's decision by submitting a Change Proposal if Contractor does not agree with the OPT's decision.

ARTICLE 11 – CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract Documents

- A. A Contract Amendment, Change Order, Work Change Directive, or Field Order may modify the Contract Documents. Modifications that include a change in the Contract Price or Contract Times can only be made in a Contract Amendment or Change Order.
- B. Changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other design or technical matters, must be supported by Design Professional's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of Design Professional.
- C. Proceed with the Changes in the Work or, in the case of a deletion in the Work, immediately cease construction activities related to the deleted Work upon receipt of the Modification.
- D. Contractor is not entitled to an increase in the Contract Price or an extension of the Contract Times with respect to Work performed that is not required by the Contract Documents, except in the case of an emergency as provided in Paragraph 7.12, or in the case of uncovering Work as provided in Paragraph 14.05. Contractor is responsible for costs and time delays associated with variations from the requirements of the Contract Documents unless the variations are specifically approved by Change Order.
- E. Acceptance of a Modification by Contractor constitutes agreement that the compensation provided by that Modification is the full, complete, and final compensation for all costs Contractor has or may incur because of or relating to this Modification whether these costs are known, unknown, foreseen, or unforeseen at this time, including any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Modification.

- F. Acceptance of a Modification by Contractor constitutes agreement that the changes in Contract Times are the complete and final adjustments for direct impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled.
- G. Perform added or revised Work under the applicable provisions of the Contract Documents for the same or similar Work unless different Drawings, Specifications, or directions are provided in the Modification.
- H. Nothing in this paragraph obligates Contractor to undertake Work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.02 Contract Amendments

- A. Owner and Contractor may modify the terms and conditions of the Contract Documents without the recommendation of Design Professional using a Contract Amendment.
- B. A Contract Amendment may also be used for authorizing a new task order for task order contracts or a new phase of the Work when using phased construction or purchasing Goods and Special Services to be incorporated into the Project. The Contract Amendment may be used to establish the Contract Price, Contract Times, or terms and conditions of the Contract for the new task order or phase of Work if not already established in the Contract Documents.

11.03 Change Orders

- A. All changes to the Contract Documents that include a change in the Contract Price or the Contract Times for previously authorized Work and changes to the Work requiring Design Professional's approval must be made by a Change Order. Change Orders prepared by Construction Manager may cover:
 - 1. Changes in Contract Price or Contract Times which are submitted by Contractor as a Change Proposal and agreed to by the parties;
 - 2. Changes in Contract Price or Contract Times to pay for undisputed Work performed in accordance with a Work Change Directive;
 - 3. Changes in Contract Price or Contract Times making final adjustments for Work covered under Alternates and Allowances;
 - 4. Changes in Contract Price or Contract Times making final adjustments to actual quantities for Unit Price Work;
 - 5. Changes in Contract Price resulting from an Owner Set-off, unless the set off has been successfully challenged by Contractor;
 - 6. Changes in Contract Price or Contract Times resulting from resolution of Claims;
 - 7. Changes in Contract Price or Contract Times required because of Owner's acceptance of Defective Work under Paragraph 14.04 or Owner's correction of Defective Work under Paragraph 14.07; or
 - 8. Other similar provisions that will modify the Contract Price or Contract Times.

- B. A Change Order may also be used to establish modifications of the Contract Documents that do not affect the Contract Price or Contract Times.

11.04 Work Change Directives

- A. A Work Change Directive does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modifications ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations on the Contract Price and Contract Times.
- B. Contractor must submit a Change Proposal seeking an adjustment of the Contract Price or the Contract Times no later than 30 days after the completion of the Work set out in the Work Change Directive if negotiations are unsuccessful under the terms of the Contract Documents governing adjustments.

11.05 Field Orders

- A. Design Professional may require minor changes in the Work that do not change the Contract Price or Contract Times using a Field Order through Construction Manager. Construction Manager may issue a Field Order for non-technical, administrative issues. Submit a Change Proposal if Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times before proceeding with the Work described in the Field Order.

11.06 Change Proposals

- A. Submit a Change Proposal to Construction Manager to:
 - 1. Request an adjustment in the Contract Price or Contract Times;
 - 2. Contest an initial decision by OPT concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents;
 - 3. Contest a Set-off against payment due; or
 - 4. Seek other relief under the Contract Documents.
- B. Notify Construction Manager immediately if a Change Proposal is to be submitted. Submit each Change Proposal to Construction Manager no later than 30 days after the event initiating the Change Proposal. Submit the following as part of the Change Proposal:
 - 1. Any proposed change in Contract Price, Contract Times, or other relief, accompanied by a statement that the requested Change Order is the entire adjustment to which Contractor believes it is entitled;
 - 2. The reason for the proposed change; and
 - 3. Supporting data, accompanied by a statement that the supporting data is accurate and complete.
- C. Construction Manager is to advise OPT regarding the Change Proposal. OPT is to review each Change Proposal and Contractor's supporting data, and within 30 days after receipt of the documents, direct Construction Manager to either approve or deny the Change Proposal in whole or in part. Construction Manager is to issue a Change Order for an approved Change Proposal. Change Proposals are denied if Construction Manager does not

act on the Change Proposal within 30 days. Contractor may start the time for appeal of the denial under Article 12.

11.07 Change of Contract Price; Contract Times

- A. Change Proposals for an adjustment in the Contract Price must comply with the provisions of this Paragraph 11.07. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12. Any adjustment of the Contract Times is subject to the limitations described in Paragraph 4.03.
- B. An adjustment in the Contract Price is to be determined as follows:
 - 1. By applying unit prices to the quantities of the items involved, subject to the provisions of Paragraph 13.03, where the Work involved is covered by unit prices in the Contract Documents;
 - 2. By a mutually agreed lump sum where the Work involved is not covered by unit prices in the Contract Documents; or
 - 3. Payment based on the Cost of the Work determined as provided in Article 13 when the Work involved is not covered by unit prices in the Contract Documents or the parties do not reach a mutual agreement to a lump sum.
- C. The original Contract Price may not be increased by more than 25 percent unless further limited by Laws and Regulations. Owner may decrease the Work by up to 25 percent of the Contract Price without adjusting Contractor's fee.

11.08 Execution of Change Orders and Contract Amendments

- A. Each Change Order or Contract Amendment must be specific and final as to changes in Contract Price and Contract Times for the changes described in the Change Order or Contract Amendment. Acceptance of a Change Order or Contract Amendment by Contractor constitutes a full accord and satisfaction for all claims and costs of any kind, whether direct or indirect, including impact, delay, or acceleration damages related to the Change Order or Contract Amendment. The execution of a Change Order or Contract Amendment by Contractor constitutes conclusive evidence of Contractor's agreement to the ordered changes in the Work, with no reservations or other provisions allowing for future changes in the Contract Price or Contract Times. This Contract, as amended, forever releases any claim against Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order or Contract Amendment. This release applies to claims related to the cumulative impact of all Change Orders or Contract Amendment and to any claim related to the effect of a change on unchanged Work.
- B. A Change Order or Contract Amendment is deemed to be in full force as if executed by Contractor if Contractor refuses to execute a Change Order or Contract Amendment that is required to be executed under the terms of this Paragraph 11.08.

11.09 Notice to Surety

- A. Notify the surety of Modifications affecting the general scope of the Work, changes in the provisions of the Contract Documents, or changes in Contract Price or Contract Times. Adjust the amount of each bond when Modifications change the Contract Price.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. Follow the Claims process described in this Article for a demand or assertion by Contractor:
 - 1. Contesting an initial decision by OPT concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;
 - 2. Contesting OPT's decision regarding a Change Proposal;
 - 3. Seeking resolution of a contractual issue that OPT has declined to address;
 - 4. Seeking other relief with respect to the terms of the Contract; or
 - 5. Any issue, request, demand, or dispute arising after Construction Manager's recommendation of Final Payment not specifically listed in the Certificate of Final Completion.
- B. Notify Construction Manager no later than 7 days after the start of the event giving rise to the Claim or, in the case of appeals regarding Change Proposals, within 7 days of the decision under appeal. The responsibility to substantiate a Claim rests with the entity making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Price or Contract Times, Contractor must certify that the Claim is made in good faith, that the supporting data is accurate and complete, and that to the best of Contractor's knowledge and belief, the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. The entity receiving a Claim is to review the Claim and consider its merits. The Owner and Contractor are to seek to resolve the Claim through the exchange of information and direct negotiations. The Owner and Contractor may extend the time for resolving the Claim by mutual agreement. Notify Construction Manager of actions taken on a Claim.
- D. Owner and Contractor may mutually agree to mediate the underlying dispute at anytime after initiation of a Claim.
 - 1. The agreement to mediate suspends the Claims process.
 - 2. Owner or Contractor may unilaterally terminate the mediation process after 60 days from the agreement to mediate and resume the Claims process as of the date of the termination. The Claim process resumes as of the date of the conclusion of the mediation, as determined by the mediator, if the mediation is unsuccessful in resolving the dispute.
 - 3. Owner and Contractor are to each pay one-half of the mediator's fees and costs.
- E. If the entity receiving a Claim approves the Claim in part or denies it in part, this action is final and binding unless the other entity invokes the procedure described in Article 17 for final resolution of disputes within 30 days of this action.

- F. Notify Construction Manager if efforts to resolve the Claim are not successful and the Claim is denied. A denial of the Claim is final and binding unless the other entity invokes the procedure described in Article 17 for the final resolution of disputes within 30 days of the denial.
- G. The results of the agreement or action on the Claim is to be incorporated in a Change Order by Construction Manager to the extent they affect the Contract Documents, the Contract Price, or the Contract Times if the Owner and Contractor reach an agreement regarding a Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. The Cost of the Work is the sum of costs described in this Paragraph 13.01, except those excluded in Paragraph 13.01.D, necessary for the proper performance of the Work. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price under cost-plus, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, Set-off, or other adjustment in Contract Price.
- B. Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the events giving rise to the adjustment when the value of the adjustment is determined on the basis of the Cost of the Work.
- C. Costs included in the Cost of the Work may not exceed the costs commonly incurred in the proximate area of the Site for similar work unless agreed to by Owner. Cost of the Work includes only the following items:
 - 1. Payroll costs for Contractor's employees performing the Work, including one foreman per crew, and other required and agreed upon personnel for the time they are employed on the Work. Employees are to be paid according to wage rates for job classifications as agreed to by Owner in advance of the Work. Rates paid for this Work are to be the same as paid for Contract Work as established by certified payroll. Payroll costs may include:
 - a. Actual costs paid for salaries and wages;
 - b. Actual cost paid for fringe benefits, which consists of:
 - 1) Social security contributions,
 - 2) Unemployment,
 - 3) Excise and payroll taxes,
 - 4) Workers' compensation,
 - 5) Health and retirement benefits, and
 - 6) Paid time off for sick leave, vacations and holidays; and

- c. Actual cost of additional compensation paid for performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, to the extent authorized by Owner.
- 2. Cost of materials and equipment furnished and incorporated in the Work, including transportation and storage costs and required Suppliers' field services. Contractor may retain cash discounts unless Owner provided funds to Contractor for early payment of these materials and equipment. Cash discounts are to be credited to Owner if Owner provides funds for early payment. Make provisions for trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment and reduce the Cost of the Work by these amounts.
- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. Obtain competitive bids from Subcontractors acceptable to Owner if required by OPT. Bids are to be opened in the presence of Construction Manager and other designated members for OPT. Provide copies of bids to Construction Manager to use in determining, with OPT, which bids are acceptable. The Subcontractor's Cost of the Work and fee are determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01 if the subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee.
- 4. Supplemental costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work;
 - b. Costs of materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site including transportation and maintenance costs related specifically to the Work;
 - c. Costs of engineers, architects, testing laboratories, surveyors, employed or retained for services specifically related to the Work.
 - d. Actual cost for construction equipment, including the costs of transporting, loading, unloading, assembling, dismantling, and removing construction equipment, whether owned by Contractor or rented from others.
 - 1) Cost for construction equipment must not exceed the cost shown in the most current edition of the rental rate book named in the Supplemental Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 2) With respect to Work that is the result of a Change Order, Change Proposal, Claim, Set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- e. Applicable sales, consumer, use, and other similar taxes related to the Work for which Owner is not exempt, and which Contractor pays consistent with Laws and Regulations;
 - f. Deposits lost for causes other than negligence of Contractor's Team;
 - g. Royalty payments and fees for permits and licenses;
 - h. Cost of additional utilities, fuel, and sanitary facilities at the Site;
 - i. Minor expense items directly required by the Work; and
 - j. Premiums for bonds and insurance required by the Contract Documents.
- D. The Cost of the Work does not include the following administrative costs which are to be covered by the Contractor's fee:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, safety managers, superintendents, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office, for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.C.1.
 - 2. The cost of purchasing, renting or furnishing any tool or equipment whose current price would be less than \$500 if purchased new at retail.
 - 3. Office expenses other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the actions of Contractor's Team for the correction of Defective Work, disposal of materials or equipment that do not comply with Specifications, and correcting damage to property.
 - 6. Losses, damages, and related expenses caused by damage to the Work or sustained by Contractor in connection with the performance of the Work. Contractor is entitled to recover costs if covered by Owner's insurance, if applicable. Such losses may include settlements made with the approval of Owner. Do not include these losses, damages, and expenses in the Cost of the Work when determining Contractor's fee.
 - 7. Expenses incurred in preparing and advancing Claims.
 - 8. Any Indemnified Cost paid with regard to Contractor's indemnification of Owner's Indemnitees.
 - 9. Other overhead or general expense costs and the costs of items not described in Paragraph 13.01.C.
- E. Contractor's fee is determined in accordance with the Agreement when the Work is performed on a cost-plus basis.

- F. Contractor's Fee is determined as follows for Work included in a Change Proposal.
1. Contractor's fee is 15 percent of the costs included in the Cost of the Work per Paragraph 13.01.C.1 for payroll cost and per Paragraph 13.01.C.2 for cost of materials and equipment furnished and incorporated in the Work.
 2. Contractor's fee is 5 percent of costs included in the Cost of the Work paid by Contractor for Work performed by Subcontractors per Paragraph 13.01.C.3.
 3. No fee will be payable for costs included in the Cost of the Work for supplemental costs per Paragraph 13.01.C.4.
 4. Fees are to be determined as follows where one or more tiers of Subcontracts are used:
 - a. The Subcontractor's fee is 15 percent for costs incurred under Paragraphs 13.01.C (excluding Paragraph 13.01.C.3) for the Subcontractor that performs the Work;
 - b. The Contractor and Subcontractors of a tier higher than that of the Subcontractor that performs the Work are allowed a fee of 5 percent of the total costs incurred by the next lower tier Subcontractor; and
 - c. Regardless of the number of subcontractor tiers involved, the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that performs the Work.
- G. When a Change Proposal includes additions and credits, the Contractor's fee will be calculated on the sum of costs for each cost category in Paragraph 13.01.C. and applying the appropriate fee from Paragraph 13.01.E. The amount to be credited by Contractor to Owner for any Change Proposal which results in a net decrease in the Cost of Work will be the amount of the actual net decrease in the Cost of Work plus an additional amount equal to 5 percent of the actual net decrease in the Cost of Work.
- H. Establish and maintain records in accordance with generally accepted accounting practices and submit these records, including an itemized cost breakdown together with supporting data, in a form and at intervals acceptable to Construction Manager whenever the Cost of the Work is to be determined pursuant to this Paragraph 13.01.

13.02 Allowances

- A. Include allowances specified in the Contract Documents in the Contract Price and provide Work covered by the allowance as authorized by Owner through Construction Manager.
- B. Contractor agrees that:
1. The cash allowance is used to compensate Contractor for the cost of furnishing materials and equipment for the Work covered by the allowance item in the Contract Documents. Cost may include applicable taxes. Make provisions for trade discounts, rebates, and refunds and reduce the allowance costs by these amounts.
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances; and

3. Costs for cash allowances and installation costs as described in Paragraphs 13.02.B.1 and 13.02.B.2 above are included in the Contract Price.
- C. Construction Manager will issue a Change Order to adjust the Contract Price by the difference between the allowance amount and the actual amount paid by Contractor for Work covered by the allowance. The Change Order will be issued at the time costs are incurred by Contractor for Work covered by the allowance and this Work is included on the Application for Payment.

13.03 Unit Price Work

- A. The initial Contract Price for Unit Price Work is equal to the sum of the unit price line items in the Agreement. Each unit price line item amount is equal to the product of the unit price for each line item times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparing offers and determining an initial Contract Price. Payments to Contractor for Unit Price Work are to be based on actual quantities measured for Work in place.
- C. Each unit price is deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Construction Manager is to determine the actual quantities and classifications of Unit Price Work performed by Contractor to be incorporated into each Application for Payment. Construction Manager's decision on actual quantities is final and binding, subject to the provisions of Paragraph 13.03.E.
- E. Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price within 30 days of Construction Manager's decision under Paragraph 13.03.D, if:
 1. The total cost of a particular item of Unit Price Work amounts to 20 percent or more of the total Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of an item indicated in the Agreement;
 2. There is no corresponding adjustment with respect to other items of Work; and
 3. Contractor believes it has incurred additional expense as a result of this condition or if Owner believes that the quantity variation entitles Owner to an adjustment in the Contract Price.
- F. Construction Manager will issue a Change Order adjusting estimated quantities to actual quantities to determine the final Contract Price.

13.04 Contingencies

- A. Contingency funds may be included in the Contract Price to pay for Work not defined specifically by the Contract Documents that is essential to the completion of the Project. Contingency funds will be as described in the Agreement.

- B. The contingency funds may be used for costs incurred by Contractor, provided these costs are approved by Owner. Costs are to be determined and documented in accordance with Paragraph 13.01. The contingency funds are not to be used for the following items:
 - 1. Cost overruns due to changes in material costs after the Contract Price is established, unless specific price escalation provisions are made in the Agreement;
 - 2. Rework required to correct Defective Work;
 - 3. Inefficiencies in completing the Work due to Contractor's selected means, methods, sequences, or procedures of construction;
 - 4. Work Contractor failed to include in the Contract Price;
 - 5. Changes required by changes in Laws and Regulations enacted after the Contract Price is established; or
 - 6. Any Work that does not constitute a change in Scope in the Work included in the Contract Price.
- C. Construction Manager is to issue a Change Order for approved expenditures from contingency funds. When the Change Order is issued, the costs are to be added to the Application for Payment. Contractor is to maintain a tabulation showing the contingency amount, adjustments to the contingency amount, and amounts remaining as the Project progresses.
- D. Any contingency amounts that are not included in a Change Order are retained by Owner. A Change Order will be issued to deduct unused contingency amounts from the Contract Price prior to Final Payment.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Provide safe access to the Site and the Work for the observation, inspection, and testing of the Work in progress. Contractor can require compliance with Contractor's safety procedures and programs as part of providing safe access.

14.02 Tests, Inspections, and Approvals

- A. OPT may retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform inspections. Cooperate with inspection and testing personnel and assist with providing access for required inspections, tests, and handling test specimens or Samples.
- B. Arrange for and facilitate inspections, tests, and approvals required by Laws or Regulations of governmental entities having jurisdiction that require Work to be inspected, tested, or approved by an employee or other representative of that entity. Pay associated costs and furnish Construction Manager with the required certificates of inspection or approval.
- C. Arrange, obtain, and pay for inspections and tests required:
 - 1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to OPT;

2. To attain OPT's acceptance of materials or equipment to be incorporated in the Work;
 3. By manufacturers of equipment furnished under the Contract Documents;
 4. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work;
 5. For acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work;
 6. For re-inspecting or retesting Defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
 7. For retesting due to failed tests.
- D. Provide independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to OPT to provide these inspections and tests.

14.03 Defective Work

- A. It is Contractor's obligation to ensure that the Work is not Defective.
- B. OPT has the authority to determine whether Work is Defective and to reject Defective Work.
- C. Construction Manager is to notify Contractor of Defective Work of which OPT has actual knowledge.
- D. Promptly correct Defective Work.
- E. Take no action that would void or otherwise impair Owner's special warranties or guarantees when correcting Defective Work.
- F. Pay claims, costs, losses, and damages arising out of or relating to Defective Work, including:
 1. Costs for correction, removal, and replacement of Defective Work;
 2. Cost of the inspection and testing related to correction of Defective Work;
 3. Costs for Design Professional's fees associated with review and approval of design modifications for correction, removal, and replacement of Defective Work.
 4. Fines levied against Owner by governmental authorities because of Defective Work; and
 5. Costs of repair or replacement of work of others resulting from Defective Work.

14.04 Acceptance of Defective Work

- A. Owner may elect to accept Defective Work instead of requiring correction or removal and replacement of Defective Work provided:
 1. This acceptance occurs prior to final payment;
 2. Design Professional confirms that the Defective Work is in general accordance with the design intent and applicable design principles; and

3. Design Professional confirms that acceptance of the Defective Work does not endanger public health or safety.
- B. Owner may impose a reasonable Set-off against payments due under Article 15 for costs associated with OPT's evaluation of Defective Work to determine if it can be accepted and to determine the diminished value of the Work. Owner may impose a reasonable Set-off against payments due under Article 15 if the parties are unable to agree as to the decrease in the Contract Price to compensate Owner for the diminished value of Defective Work accepted. Construction Manager is to issue a Change Order for acceptance of the Defective Work prior to final payment. Pay an appropriate amount to Owner if the acceptance of Defective Work occurs after final payment.

14.05 Uncovering Work

- A. OPT has the authority to require inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. Work that is covered prior to approval of Construction Manager must be uncovered for OPT's observation if requested by Construction Manager. Pay for uncovering Work and its subsequent restoration unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the Work and Construction Manager fails to act with reasonable promptness in response to this notice.
- C. Provide necessary labor, material, and equipment and uncover, expose, or otherwise make available the portion of the Work suspected of being Defective for observation, inspection, or testing if OPT considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others as directed by Construction Manager.
 1. Pay for claims, costs, losses, and damages associated with uncovering, exposing, observing, inspecting, and testing if it is found that the uncovered Work is Defective. Pay costs for correction of Defective Work. Pay for reconstruction, repair, or replacement of work of others if it is found that the uncovered Work is Defective.
 2. Submit a Change Proposal for an increase in the Contract Price or an extension of the Contract Times directly attributable to this uncovering, exposure, observation, inspection, testing, and reconstruction if the uncovered Work is found to not be Defective.

14.06 Owner May Stop the Work

- A. Owner may order Contractor to stop the Work if:
 1. The Work is Defective;
 2. Contractor fails to supply sufficient skilled workers or suitable materials or equipment;
or
 3. Contractor performs Work that may fail to conform to the Contract Documents when completed.
- B. This stop work order is to remain in effect until the reason for the stop work order has been eliminated. Owner's right to stop the Work does not create a duty to exercise this right for the benefit of Contractor's Team or surety.

14.07 Owner May Correct Defective Work

- A. Owner may remedy Defective Work after 7 days' notice to Contractor if Contractor fails to correct Defective Work, or to remove and replace Defective Work as required by OPT;
- B. Owner may:
 - 1. Exclude Contractor from the Site;
 - 2. Take possession of the Work and suspend Contractor's services related to the Work; and
 - 3. Incorporate stored materials and equipment in the Work.
- C. Allow OPT access to the Site and off-site storage areas to enable Owner to exercise the rights and remedies under this paragraph.
- D. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 are to be charged against Contractor as a Set-off against payments due under Article 15. These claims, costs, losses, and damages include costs of repair and the cost of replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's Defective Work.
- E. Contractor is not allowed an extension of the Contract Times because of delays in the performance of the Work attributable to the exercise of the Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; FINAL COMPLETION

15.01 Progress Payments

- A. Progress payments are to be submitted to Construction Manager on the Application for Payment form provided by Construction Manager following procedures in the Contract Documents.
 - 1. Progress payments for lump sum Work are to be paid based on the earned value to date at the amounts shown in the Schedule of Values submitted as required by Paragraph 2.03. Final payment will be for the total lump sum amount.
 - 2. Progress payments for Unit Price Work are based on the number of units completed as determined under the provisions of Paragraph 13.03.
 - 3. Progress payments for Work to be paid based on the Cost of the Work per Article 13 are to be paid for Work completed by Contractor during the pay period.
- B. Reduction in Payment by Owner:
 - 1. Owner is entitled to impose a Set-off against payment based on the following:
 - a. Claims made against Owner or costs, losses, or damages incurred by Owner related to:
 - 1) Contractor's conduct in the performance of the Work, including workplace injuries, non-compliance with Laws and Regulations, or patent infringement; or

- 2) Contractor's failure to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site, including workplace injuries, property damage, and non-compliance with Laws and Regulations.
 - b. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - c. Work is Defective, or completed Work has been damaged by Contractor's Team, requiring correction or replacement;
 - d. Owner has been required to correct Defective Work or complete Work in accordance with Paragraph 14.07;
 - e. The Contract Price has been reduced by Change Orders;
 - f. Events have occurred that would constitute a default by Contractor justifying a termination for cause;
 - g. Liquidated or other damages have accrued because of Contractor's failure to achieve Milestones, Substantial Completion, or completion of the Work;
 - h. Liens have been filed regarding the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of these Liens;
 - i. Owner has been notified of failure to make payments to Subcontractors, Suppliers, or Employees;
 - j. Failure to submit up-to-date record documents as required by the Contract Documents;
 - k. Failure to submit monthly Progress Schedule updates or revised schedules as requested by Construction Manager;
 - l. Failure to provide Project photographs required by the Contract Documents;
 - m. Failure to provide Certified Payroll required by the Contract Documents;
 - n. Compensation for OPT for overtime charges of Construction Manager, third review of Shop Drawings, review of substitutions, re-inspection fees, inspections or designs related to correction of Defective Work, or other services identified as requiring payment by Contractor;
 - o. Costs for tests performed by Owner to verify that Work previously tested and found to be Defective has been corrected;
 - p. OPT has actual knowledge of the occurrence of events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents with associated cost impacts;
 - q. Payment would result in an over-payment of the Contract Price; or
 - r. Other items entitling Owner to a Set-off against the amount recommended.
2. Compensation for services of OPT staff is to be at the rates established in the Supplementary Conditions.

3. Construction Manager is to notify Contractor stating the amount and the reasons for an imposed Set-off. Owner is to pay Contractor amounts remaining after deduction of the Set-off. Owner is to pay the Set-off amount agreed to by Owner and Contractor if Contractor remedies the reasons for the Set-off. Contractor may submit a Change Proposal contesting the Set-off.
- C. No payment will be made for Work authorized by a Work Change Directive until the Work Change Directive is incorporated into a Change Order, unless arrangements or interim payments have been included in the Work Change Directive. Payment can be included in an Application for Payment when the Change Order is approved.
- D. Owner is to pay the amount of payment recommended by Construction Manager within 30 days after receipt of the Application for Payment and accompanying documentation from Construction Manager.
- E. Contractor certifies that all Work, including materials, covered by each Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous payment has been made by Owner, and that the current payment amount shown in this Application for Payment is due.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to the Work, materials, and equipment furnished under the Contract is to pass to Owner free and clear of Liens, title defects, and patent, licensing, copyright, or royalty obligations no later than 7 days after the time of payment by Owner of the Application for Payment which includes these items.

15.03 Substantial Completion

- A. Notify Construction Manager when the Work or portion of the Work to be accepted under Paragraph 15.04 is substantially complete and request a Certificate of Substantial Completion.
- B. OPT is to inspect the Work after Contractor's notification to determine if the Work is substantially complete. Construction Manager is to either issue the Certificate of Substantial Completion which sets the date of Substantial Completion or notify Contractor of the reasons the Project is not considered to be substantially complete.
- C. The OPT and Contractor are to meet to discuss Owner's use or occupancy of the Work following Substantial Completion. Items to be discussed at this meeting include:
 1. Review of insurance policies with respect to the end of the Contractor's coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner;
 2. Owner's assumption of responsibility for security, operation, protection of the Work, maintenance, and utilities upon Owner's use or occupancy of the Work;
 3. Contractor's obligations for operations and maintenance during performance and acceptance testing;
 4. Contractor's access to the Site to complete punch list items; and

5. Procedures for correction of Defective Work during the one-year correction period.

15.04 Partial Utilization

- A. Owner may use or occupy substantially completed parts of the Work which are specifically identified in the Contract Documents, or which OPT and Contractor agree constitutes a separately functioning and usable part of the Work prior to Substantial Completion of the Work. Owner must be able to use that part of the Work for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. Contractor and OPT are to follow the procedures of Paragraph 15.03 for this part of the Work.
- B. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 6.

15.05 Final Inspection

- A. OPT is to make a final inspection upon notice from Contractor that the entire Work or portion to be accepted under Paragraph 15.04 is complete. Construction Manager is to notify Contractor of Work determined to be incomplete or Defective. Immediately take corrective measures to complete the Work and correct Defective Work.
- B. Notify Construction Manager when the entire Project and ready for Final Payment under Paragraph 15.06 and request a Certificate of Final Completion.
- C. OPT is to inspect the Work after Contractor's notification to determine if the Project is complete. Construction Manager is to either issue the Certificate of Final Completion which sets the date of Final Completion or notify Contractor of the reasons the Project is not considered to be complete.

15.06 Final Payment

- A. Make application for final payment after completing required corrections identified during the final inspection and delivering items and documents required by the Contract Documents. Provide the following with the final Application for Payment:
 - 1. Consent of Surety to Final Payment acknowledging unsettled disputes; or
 - 2. Affidavit of Payment of Debts and Claims or Affidavit of Release of Liens or furnish receipts or releases from Subcontractors and Suppliers when a payment bond is not required.
- B. Construction Manager is to either recommend payment of the final Application for Payment to Owner if OPT is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled or notify Contractor of OPT's reasons for not recommending final payment.
- C. The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Construction Manager's recommendation of payment of the final Application for Payment to Owner and the issuance of a Certificate of Final Completion.
- D. Owner is to pay the amount of final payment recommended by Construction Manager within 30 days after receipt of the final Application for Payment and accompanying

documentation from Construction Manager; unless additional time is required for approval of a governing board or entity. Payment will be within 30 days of approval by the governing board or entity.

15.07 Waiver of Claims

- A. The making of final payment does not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from:
 - 1. Unsettled Liens or claims for non-payment;
 - 2. Defective Work appearing after final inspection pursuant to Paragraph 15.05;
 - 3. Contractor's failure to comply with the terms of special guarantees specified in the Contract Documents;
 - 4. Outstanding Claims or express reservation of rights by Owner; or
 - 5. Contractor's continuing obligations under the Contract Documents.
- B. Contractor waives claims and rights against Owner by accepting final payment except for those Claims made in accordance with the provisions of Article 17 and specifically noted in the Certificate of Final Completion.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. Owner may suspend the Work or a portion of the Work for a period of not more than 90 consecutive days, at any time and without cause, by notice to Contractor. This notice fixes the date on which Contractor is to resume Work. Contractor is entitled to adjustments in the Contract Price and Contract Times directly attributable to this suspension. Submit a Change Proposal seeking an adjustment no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of one or more of the following events constitutes a default by Contractor and justifies termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents, including failure to supply sufficient skilled workers or suitable materials or equipment;
 - 2. Failure to adhere to the Progress Schedule;
 - 3. Failure of Contractor to provide a satisfactory replacement bond or insurance in the event either is lost or canceled;
 - 4. Failure of Contractor to maintain financial solvency to adequately complete the Project as indicated by one or more of the following:
 - a. A petition of bankruptcy is filed by or against Contractor;
 - b. Contractor is adjudged as bankrupt or insolvent;

- c. Contractor or surety makes a general assignment for the benefit of creditors;
 - d. A receiver is appointed for the benefit of Contractor's creditors; or
 - e. A receiver is appointed because Contractor's insolvency;
- 5. Contractor's disregard of Laws or Regulations of public bodies having jurisdiction; or
- 6. Contractor's repeated disregard of the authority of OPT.
- B. Contractor and surety must provide adequate assurance of future performance in accordance with the Contract Documents that is satisfactory to Owner if Contractor is believed to be in financial distress due to the existence of one or more of the indicators listed in Paragraph 16.02.A.4. Owner may terminate this Contract if Contractor and surety fail to provide adequate documentation satisfactory to Owner within 10 days of Construction Manager's request for this information.
- C. Owner may declare Contractor to be in default, give notice to Contractor and surety that the Contract is terminated, and enforce the rights available to Owner under the performance bond after giving Contractor and surety 10 days' notice that one or more of the events identified in Paragraph 16.02.A has occurred.
- D. Owner may exclude Contractor from the Site, take possession of the Work, incorporate the materials and equipment stored and complete the Work as Owner may deem expedient if Owner has terminated the Contract for cause.
- E. Owner may elect not to proceed with termination of the Contract under this Paragraph 16.02 if Contractor begins to cure the cause for termination within 7 days of receipt of notice of intent to terminate.
- F. Contractor is not entitled to receive further payments until the Work is completed if Owner proceeds as provided in this Paragraph 16.02. The amount of the Contract Price remaining is to be paid to Contractor if the unpaid balance exceeds the cost to complete the Work. This cost to complete the Work may include related claims, costs, losses, damages, and the fees and charges of engineers, architects, attorneys, and other professionals retained by Owner. Pay the difference to Owner if the cost to complete the Work including related claims, costs, losses, and damages exceeds the unpaid balance of the Contract Price. Claims, costs, losses, and damages incurred by Owner are to be reviewed as to their reasonableness and incorporated in a Change Order by Construction Manager. Owner is not required to obtain the lowest price for the Work performed when exercising its rights or remedies under this paragraph.
- G. Termination does not affect the rights or remedies of Owner against Contractor or against surety under the payment bond or performance bond. Owner does not release Contractor from liability by paying or retaining money due Contractor.

16.03 Owner May Terminate for Convenience

- A. Owner may terminate the Contract without cause after giving 7 days' notice to Contractor of the effective date of termination. Contractor is to be paid for the following if Owner terminates for convenience:
 - 1. Work completed in accordance with the Contract Documents prior to the effective date of termination;

2. Actual costs sustained prior to the effective date of termination for Work in progress, plus a fair and reasonable amount for overhead and profit; fee calculated in accordance with Paragraph 13.01; and
 3. Reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor will not be paid for loss of anticipated profits or revenue, post termination overhead costs, or other economic loss arising out of or resulting from this termination.

16.04 Contractor May Stop Work or Terminate

- A. Contractor may terminate the Contract and issue a Change Proposal requesting payment from Owner on the same terms as provided in Paragraph 16.03 after 10 days' notice to Construction Manager provided that, through no act or fault of Contractor:
1. The Work is suspended for more than 90 consecutive days by Owner;
 2. Construction Manager fails to act on an Application for Payment within 30 days after it is submitted; or
 3. Owner fails to pay Contractor sums determined to be due, other than the final payment, within 30 days after payment is recommended by Construction Manager; and
 4. OPT does not remedy this suspension or failure within 10 days after receipt of the notice.
- B. Contractor may stop Work, without prejudice to other rights or remedies in lieu of terminating the Contract if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed to pay Contractor within 30 days after payment is recommended by Construction Manager. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times for damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. The Owner or Contractor may appeal a Claim, approved or denied in part or in full, by:
1. Electing to invoke the dispute resolution process if one is provided for in the Supplementary Conditions;
 2. Agreeing with the other party to submit the dispute to a dispute resolution process; or
 3. Notifying the other party of the intent to submit the dispute to a court of competent jurisdiction if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to.

ARTICLE 18 – MISCELLANEOUS

18.01 Computation of Times

- A. Exclude the first day and include the last day when determining dates for a period referred to in the Contract Documents by days. The last day of this period is to be omitted from the determination if it falls on a Saturday, Sunday, or a legal holiday.
- B. All references and conditions for a calendar day contract in the Contract Documents apply for a Fixed Date Contract. A fixed date contract is one in which the calendar dates for reaching Substantial Completion and/or Final Completion are specified in lieu of identifying the number of calendar days involved.

18.02 Independent Contractor

- A. Contractor is to perform its duties under this Contract as an independent contractor. Contractor's Team and their personnel are not considered to be employees or agents of Owner. Nothing in this Agreement is to be interpreted as granting Contractor's Team the right or authority to make commitments for Owner. This Agreement does not constitute or create a joint venture, partnership, or formal business organization of any kind.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available to the Owner or Contractor by these General Conditions are in addition to, and are not a limitation of, the rights and remedies which are otherwise imposed or available by:
 - 1. Laws or Regulations,
 - 2. Special warranties or guarantees, or
 - 3. Other provisions of the Contract Documents.
- B. The provisions of this Paragraph 18.03 are as effective as if repeated specifically in the Contract Documents regarding each duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. Owner's Indemnitees are not liable to Contractor for claims, costs, losses, or damages sustained by Contractor's Team associated with other projects or anticipated projects.

18.05 No Waiver

- A. The failure of Owner or Contractor to enforce any provision of this Contract does not constitute a waiver of that provision, affect the enforceability of that provision, or the enforceability of the remainder of this Contract.

18.06 Severability

- A. If a court of competent jurisdiction renders a part of this Contract invalid or unenforceable, that part is to be severed and the remainder of this Contract continues in full force.

18.07 Survival of Obligations

- A. Representations, indemnifications, warranties, guarantees, and continuing obligations required by the Contract Documents survive completion and acceptance of the Work or termination of the Contract.

18.08 No Third-Party Beneficiaries

- A. Nothing in this Contract can be construed to create rights in any entity other than the Owner and Contractor. Neither the Owner nor Contractor intends to create third party beneficiaries by entering into this Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents

18.10 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights or interests in the Contract will be binding on the other party without the written consent of the other party. Money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.11 No Waiver of Sovereign Immunity

- A. Owner has not waived its sovereign immunity by entering into and performing its obligations under this Contract.

18.12 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.
- B. Venue for legal proceedings lies exclusively in the county in which the Owner's home office is located unless specified elsewhere in the Contract Documents.

END OF SECTION

00 73 00 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Section 00 72 00 "General Conditions." The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below.

The paragraph numbers used in the Supplementary Conditions correspond to the General Condition paragraphs they modify with the prefix "SC" added—for example, "Paragraph SC-4.05." modifies General Conditions Paragraph 4.05.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

- A. The Owner's Project Team as defined in the Paragraph 1.01.A.45 of the General Conditions consists of the following organizations:
 - 1. City of Shawnee
 - 2. Freese and Nichols, Inc

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

- A. Delete Paragraph 2.02.A in its entirety and insert the following in its place:
 - "A. Owner will furnish 6 printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction."

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.03 Delays in Contractor's Progress

Amend Paragraph 4.03.D by adding the following subparagraphs:

- "1. Abnormal Weather Conditions:
 - a. If "abnormal weather conditions" are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A.
 - c. If the Contractor is delayed at any time in the progress of the Work by adverse weather conditions not reasonably anticipatable, then the Contract Time shall

be extended by Change Order for such reasonable time as the Engineer may determine.

- d. Any claim for extension of time shall be made in writing to the Engineer not more than twenty (20) days after the commencement of the delay, otherwise it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

- A. Supplement Paragraph 13.01.C.4.d.1) by adding the following sentence:

“The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of EquipmentWatch Cost Recovery Rental Rate Blue Book.”

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; FINAL COMPLETION

SC-15.01 Progress Payments

- A. Compensation for services of OPT staff as specified in Paragraph 15.01 will be at the following rates:

Position	Hourly Rate
Principal in Charge	\$350
Project Manager	\$250
Project Engineer	\$200
Design Engineer	\$150
Engineering Technician	\$150

- B. Expenses will be billed at the actual cost multiplied by 1.15.

SC-15.03 Substantial Completion

END OF SECTION

EXHIBIT A – FORESEEABLE BAD WEATHER DAYS

Month	NORMAL ADVERSE WEATHER DAYS
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 EXHIBIT A

00 73 16 INSURANCE REQUIREMENTS

ARTICLE 1 – GENERAL PROVISIONS

1.01 CONTRACTOR’S INSURANCE

- A. Obtain and maintain insurance that complies with this Section with coverage amounts equal to or greater than the amounts specified in Article 2 or greater where required by Laws and Regulations.
- B. Coverage is to remain in effect at least until the Work is complete and longer if expressly required elsewhere in this Contract, and when Contractor may be correcting, removing, or replacing Defective Work as a warranty or correction obligation, or returning to the Site to conduct other tasks arising from the Contract.
- C. Coverage is to apply with respect to the performance of the Work, whether performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- D. Obtain insurance from companies that are duly licensed or authorized in the state in which the Project is constructed to issue insurance policies for the required limits and coverages and that have an A.M. Best rating of A-VIII or better.
- E. Alternative forms of insurance coverage, including self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not acceptable to meet the insurance requirements of this Contract.
- F. Owner will not purchase or maintain insurance to protect the interest of Contractor, subcontractors, or others in the Work. Owner does not represent that the insurance coverage and limits established in this Contract are adequate to protect Contractor or the Contractor’s interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that it deems necessary and including the cost of this insurance in the offered Contract Price.
- G. Contractor is fully responsible for all losses arising out of, resulting from, or connected with operations under this Contract whether or not these losses are covered by insurance. The acceptance of evidence of insurance by OPT, or others listed as an additional insured, that does not comply with the Contract requirements does not release Contractor from the requirement to comply with Contract requirements.
- H. The required insurance and insurance limits do not limit the Contractor’s liability under the indemnities granted to Owner’s Indemnitees in the Contract Documents.
- I. Do not perform any Work on the Project unless the required insurance policies are in effect. Owner may exclude Contractor from the Site and exercise the Owner’s termination rights under the General Conditions if Contractor fails to obtain or maintain the required insurance.
- J. Policies must provide notice before cancellation, non-renewal, or any material change in the policy’s terms and conditions as described in Paragraph 1.04.D. Contractor is to notify Owner and the additional insured of any notice received within 3 days of receipt of a notice

by Contractor. Contractor is to cease all Work covered by cancelled or non-renewed insurance if suitable coverage is not in place in time to prevent a lapse in coverage. Contractor is solely responsible for any delays associated with lapsed coverage.

- K. Owner may elect, but is in no way obligated, to obtain equivalent insurance to protect the Owner's interests without prejudice to any other right or remedy if Contractor fails to obtain or maintain the required insurance. Owner may impose a reasonable Set-off against payments to recover the cost of the insurance.
- L. Owner's policies, if any, operate separately and independently from policies required to be provided by Contractor and Contractor cannot rely upon the Owner's policies to meet any of the Contractor's obligations to Owner, Design Professional, or any third party.

1.02 SUBCONTRACTOR OR SUPPLIER INSURANCE

- A. Require subcontractors to purchase and maintain workers' compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project. Include OPT as additional insureds on subcontractor policies in accordance with Paragraph 1.03.
- B. Require suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- C. Contractor is liable for all losses that would have been covered by subcontractor or supplier insurance if subcontractor or supplier fails to provide coverage.

1.03 ADDITIONAL INSURED

- A. The following are to be named as an additional insured on all insurance policies, except workers' compensation insurance, builder's risk insurance, and the Contractor's professional liability insurance:
 - 1. **City of Shawnee**
Attn: **Seth Barkhimer, Public Works**
111 S Kickapoo Ave
Shawnee, OK 74801
 - 2. **Freese and Nichols, Inc.**
Attn: **Jonathan Faughtenberry, PM**
5100 E Skelly Drive, Suite 602
Tulsa, OK, 74127
- B. All insurance related notices are to be sent to the addresses listed above.
- C. Notify Owner and each additional insured if Contractor fails to purchase or maintain the insurance required by the Contract Documents.
- D. All insurance policies must include a waiver of subrogation in favor of each additional insured.
- E. Provide for an endorsement that the "other insurance" clause will not apply to OPT where OPT is an additional insured. Contractor's insurance is primary and non-contributory with respect to any insurance or self-insurance carried by OPT for liability arising out of operations under this Contract.

1.04 EVIDENCE OF INSURANCE

- A. Deliver evidence of insurance, in accordance with this Section, to the Owner with the signed Contract Documents to demonstrate that Contractor has obtained the policies, coverages, and endorsements required by the Contract.
 - 1. Continue to provide evidence Contractor is maintaining the required insurance for the duration of the Contract Times and such extended periods as required by the Contract Documents.
 - 2. Provide this evidence of insurance to Owner and each additional insured.
 - 3. Contractor may block out (redact) any confidential premium or pricing information and wording specific to a project or jurisdiction in any policy or endorsement furnished under this paragraph not applicable to this Contract.
- B. OPT's failure to demand evidence of insurance or verify the Contractor's full compliance with insurance requirements or failure to identify a deficiency in compliance from the evidence provided is not a waiver of the Contractor's obligation to obtain and maintain the insurance required by the Contract Documents.
- C. Provide evidence of insurance acceptable to Owner with the executed Contract Documents. Provide the following as evidence of insurance:
 - 1. Copy of insurance policies;
 - 2. Certificates of insurance on an acceptable form;
 - 3. Full disclosure of exclusions;
 - 4. Declaration pages, riders, or endorsements to policies;
 - 5. Documentation of deductibles;
 - 6. List of named and additional insureds for each policy; and
 - 7. Evidence that waivers of subrogation are provided on applicable policies.
- D. Provide evidence of a requirement in the policy that at least 10 days' notice will be given before cancellation, non-renewal or any material change in the policy's terms and conditions including:
 - 1. Type of coverage provided;
 - 2. Riders or endorsements to policies;
 - 3. Policy limits of coverage;
 - 4. Change in deductible amount;
 - 5. Status of named or additional insured; or
 - 6. Waivers of subrogation.
- E. Certificates of Insurance:
 - 1. Submit certificates of insurance meeting the applicable requirements of the applicable state department of insurance. No requirement of this Contract may be interpreted as requiring the issuance of a certificate of insurance on a form that has not first been filed with and/or approved by the applicable state department of insurance.

2. Include the name of the Project in the description of operations box on the certificate of insurance, and the name of each additional insured.
- F. Continuing Evidence of Coverage:
1. Provide updated, revised, or new evidence of insurance prior to the expiration of existing policies. A certificate of insurance is acceptable as evidence of renewal of insurance policies, provided no changes are made in the policy originally provided with signed Contract Documents.
 2. Provide evidence of continuation of insurance coverage at final payment and for the following 3 years.

ARTICLE 2 – INSURANCE COVERAGE AMOUNTS AND POLICY REQUIREMENTS

2.01 CONTRACTOR’S INSURANCE

A. Workers’ Compensation and Employer’s Liability Insurance:

1. Purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation, including off-site operations.
2. Provide the following coverage with not less than the minimum limits indicated:

Workers’ Compensation and Related Insurance	Policy Limits
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshore)	Statutory
Foreign Voluntary Workers’ Compensation (Employer’s Responsibility Coverage), if Applicable	Statutory
Employers’ Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

B. Commercial General Liability:

1. Purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 - a. Damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;
 - b. Damages insured by reasonably available personal injury liability coverage; and
 - c. Damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from the damage.
2. Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form).
 - a. Provide additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements

CG 20 10 10 01 and CG 20 37 10 01 (together). Equivalent endorsements may be used if Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available.

- b. Provide ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent for Design Professional additional insured.
3. Provide the following coverages and endorsements:
 - a. Products and completed operations coverage.
 - 1) Maintain coverage for 3 years after final payment.
 - 2) Provide Owner and each other additional insured evidence of continuation of such insurance at final payment and for 3 years thereafter.
 - b. Blanket contractual liability coverage, including coverage of Contractor’s contractual indemnity obligations in the General Conditions.
 - c. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - d. Underground, explosion, and collapse coverage.
 - e. Personal injury coverage.
4. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 - a. Modifications of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 - b. Exclusion for water intrusion or water damage.
 - c. Provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 - d. Exclusion of coverage relating to earth subsidence or movement.
 - e. Exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than workers’ compensation).
 - f. Limitations or exclusions based on the nature of Contractor’s work.
 - g. Professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
5. Provide the following coverage with not less than the minimum limits indicated:

Commercial General Liability Insurance	Policy Limits
General Aggregate	\$1,000,000/Occurrence \$2,000,000/Aggregate
Products - Completed Operations	\$1,000,000/Occurrence \$2,000,000/Aggregate
Personal and Advertising Injury (Limit Per Person)	\$1,000,000
Bodily Injury and Property Damage – Each Occurrence	\$1,000,000

C. Automobile Liability:

1. Purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis. Coverage can be provided through individual limits for bodily injury and for property damage or a combined single limit covering both bodily injury and property damage.
2. Provide the following coverage with not less than the minimum limits indicated:

Automobile Liability Insurance	Policy Limits
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit	
Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000

D. Umbrella or Excess Liability:

1. Purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs A through C above. The coverage afforded must be at least as broad as that of each underlying policy.
2. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
3. Provide the following coverage with not less than the minimum limits indicated:

Umbrella or Excess Liability Insurance	Policy Limits
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

E. Contractor's Pollution Liability Insurance:

1. Purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from the Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after Final Completion.
2. Provide the following coverage with not less than the minimum limits indicated:

Contractor's Pollution Liability Insurance	Policy Limits
Each Occurrence	\$1,000,000

Contractor's Pollution Liability Insurance	Policy Limits
General Aggregate	\$2,000,000

F. Contractor's Professional Liability Insurance:

1. Purchase and maintain applicable professional liability insurance if Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The policy must pre-date the commencement of furnishing services on the Project.
2. Provide the following coverage with not less than the minimum limits indicated:

Contractor's Professional Liability Insurance	Policy Limits
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

G. Unmanned Aerial Vehicle Liability Insurance:

1. Purchase and maintain Unmanned Aerial Vehicle (UAV—commonly referred to as drones) liability insurance if Contractor uses UAV at the Site or in support of any aspect of the Work. Insurance must provide coverage for property damage, bodily injury or death, and invasion of privacy.
2. Provide the following coverage with not less than the minimum limits indicated:

Unmanned Aerial Vehicle Liability Insurance	Policy Limits
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

2.02 BUILDER'S RISK INSURANCE

A. Purchase and maintain builder's risk insurance on a completed value basis in the amount of the Work's full insurable replacement cost.

1. The builder's risk insurance must be written on a builder's risk "all risk" policy form that, at a minimum, includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Policy must include coverage for losses from physical damage or loss with respect to defective workmanship, methods, design, or materials.
 - b. Provide other insurance policies acceptable to Owner if insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are

not commercially available under builder's risk policies, by endorsement or otherwise.

2. The builder's risk insurance must cover, as insured property, at least the following:
 - a. Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property;
 - b. Spare parts inventory required by the Contract; and
 - c. Temporary works which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures but are not intended to form part of the permanent constructed Work.
 3. The builder's risk insurance must be maintained in effect until the Work is complete, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 4. The builder's risk insurance must:
 - a. Cover expenses incurred in the repair or replacement of any insured property (including fees and charges of contractors, engineers, and architects).
 - b. Allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 - c. Allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 - d. Include performance/hot testing and startup, if applicable.
 - e. Cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of Contract Price.
 - f. Cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of Contract Price.
 5. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of Contract Price.
 6. The builder's risk insurance must include as named insureds the Owner, Contractor, subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy.
 7. In addition to Owner, Contractor, and subcontractors of every tier, include the following as insured:
 - a. Freese and Nichols, Inc.
- B. The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical

losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

2.03 INSTALLATION FLOATER

- A. Provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - 1. of the Contractor, and Covered Property of others that is in the Contractor's care, custody, and control;
 - 2. while in transit to the Site, including while at temporary storage sites;
 - 3. while at the Site awaiting and during installation, erection, and testing;
 - 4. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
- B. The installation floater coverage cannot be contingent on an external cause or risk or limited to property for which Contractor is legally liable.
- C. The installation floater coverage will be in an amount sufficient to protect the Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
- D. This policy will include a waiver of subrogation applicable to Owner, Contractor, Design Professional, all subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

2.04 OWNER'S LIABILITY INSURANCE

- A. Contractor is required to provide Owner's Protective Liability Insurance coverage for at least the following amounts, unless greater amounts are required by Laws and Regulations.

Owner's Liability Insurance	Policy Limits
General Aggregate	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

END OF SECTION

Advertisement for Bids

Notice is hereby given that the City of Shawnee
(hereinafter called the "Owner") will receive sealed bids at 16 W 9th St.,
Pottawatomie County, Oklahoma, until the 9th day of November, 2023, for the
T.O. 1 N Park Avenue 14-Inch WL Replacement
.

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 Freese and Nichols, Inc., and on file in the office of City Clerk of Shawnee.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

1. City of Shawnee, 222 N Broadway Shawnee, OK 74801
2. www.civcastusa.com
3. _____

A complete set of Plans and Specifications may be obtained by the prospective bidders at these locations upon deposit of \$⁰_____. Upon return of a complete set, in good condition, within _____ days after the time of bid opening, \$⁰_____ will be refunded.

Each bidder shall accompany his original bid, filed with the City Clerk, 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-C-23-03. 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 will be opened and considered by the Owner, at a meeting to be held in 16 w. 9th St., Shawnee, OK 74801-6812, on the 9th day of November, 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 16 W 9th St., Shawnee, OK 74801 on the 2nd day of November, 2023.

Approved on this day of , 20 .

Information for Bidders

Notice is hereby given that the City of Shawnee (hereinafter called the "Owner") will receive sealed bids at 16 W 9th St, Shawnee,
Pottawatomie County, Oklahoma, until the 9th day of November, 2023, for the
T.O. 1 N Park Avenue 14-Inch WL Replacement

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-C - 26 - 03. 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 <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 T.O. 1 N Park Avenue 14-Inch WL Replacement ”, 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 16 W 9th St, Shawnee, OK 74801 .

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 10 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 _____ of these Specifications, or the method(s) and/or schedule(s) described as follows:

_____.

The Contractor will be required to begin work within 30 calendar days of the date shown on the Notice to Proceed. The time for completion is 120 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) and DBE documentation (if applicable).

The consulting engineer is Freese and Nichols. The consulting engineer's contact person for this project is Jonathan Faughtenberry, with phone number 5392023239.

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/ieed/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 ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

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 statut 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: _____

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:

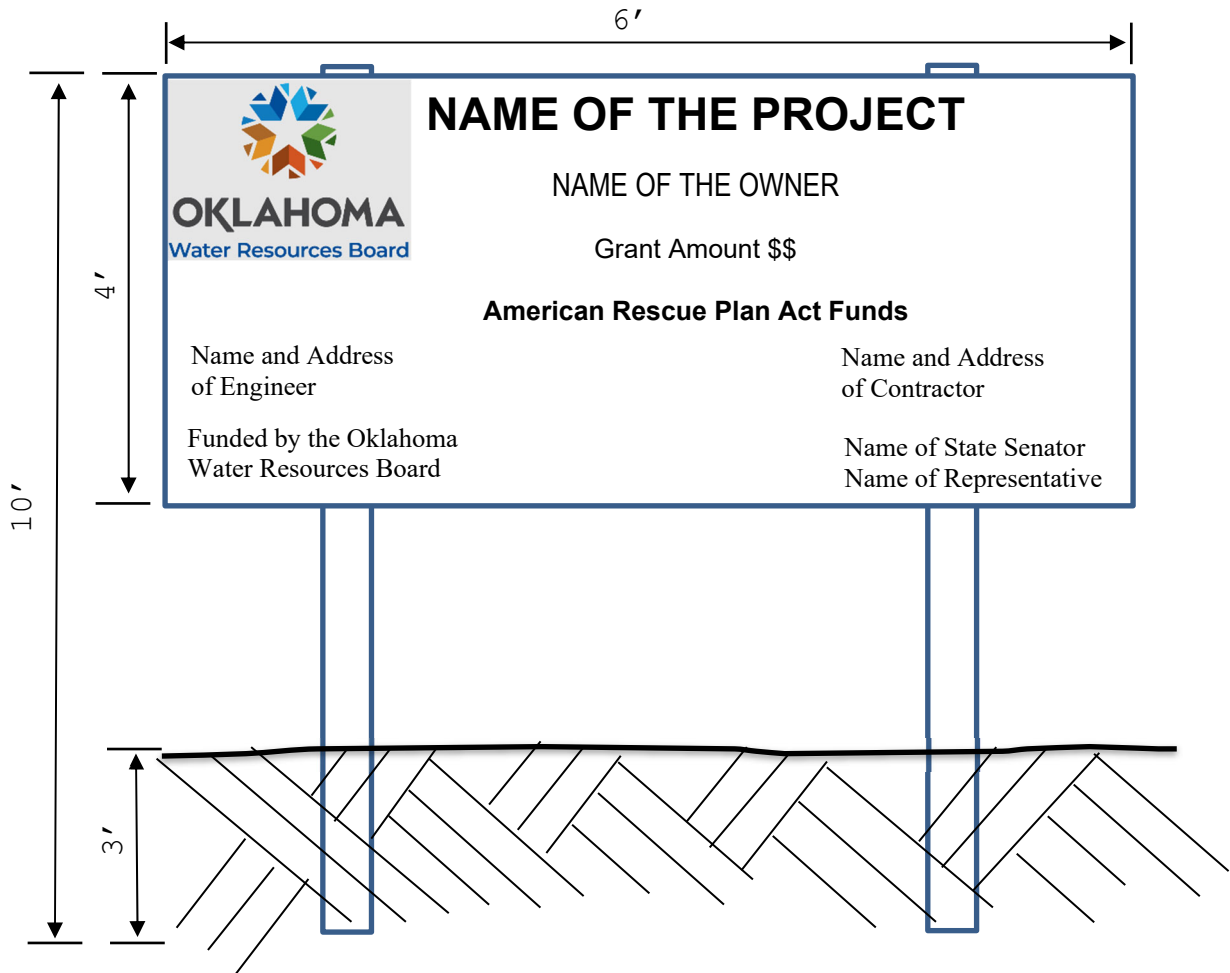
1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract 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

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.



Division 01
General Requirements

01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Construct Work as described in the Contract Documents.
 - 1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.
 - 2. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.
 - 3. Provide the civil, architectural, structural, mechanical, electrical, instrumentation, and all other Work required for a complete and operable Project.
 - 4. Test and place the completed Project in operation.
 - 5. Provide the special tools, spare parts, lubricants, supplies, or other materials as indicated in the Contract Documents for the operation and maintenance of the Project.
 - 6. The Contract Documents do not indicate or describe all Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Construction Manager.

1.02 DESCRIPTION OF WORK

- A. Work is described in general, non-inclusive terms as:
 - 1. Approximately 0.5 miles of 18" HDPE water line and appurtenances
 - 2. Surface restoration including sodding and pavement repair

1.03 WORK UNDER OTHER CONTRACTS

- A. Owner has no knowledge of work, other than the Work included in this Contract, which may impact construction scheduling, testing, and startup.

1.04 WORK BY OWNER

- A. Owner has no knowledge of work, other than the Work included in this Contract that may impact construction scheduling, testing, and startup.
- B. Owner will provide normal operation and maintenance of the existing facilities during construction, unless otherwise stated.

1.05 CONSTRUCTION OF UTILITIES

- A. Existing utilities will be used for this Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 26 00 CHANGE MANAGEMENT

PART 1 - GENERAL

1.01 REQUESTS FOR CHANGE PROPOSAL

- A. Construction Manager will initiate Modifications by issuing a Request for Change Proposal (RCP).
 - 1. Construction Manager and Design Professional will prepare a description of proposed Modifications.
 - 2. Construction Manager will issue the Request for Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.
 - 3. Return a Change Proposal in accordance with Paragraph **[1.02]** for evaluation by the OPT.

1.02 CHANGE PROPOSALS

- A. Submit a Change Proposal (CP) to the Construction Manager for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal. Submit the Change Proposal and attach the forms provided by the Construction Manager.
 - 1. Use the Change Proposal form provided by the Construction Manager.
 - 2. Include with the Change Proposal:
 - a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the OPT's description of the proposed Modification.
 - b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.
 - c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:
 - 1) List of materials and equipment to be installed;
 - 2) Man hours for labor by classification;
 - 3) Equipment used in construction;
 - 4) Consumable supplies, fuels, and materials;
 - 5) Royalties and patent fees;
 - 6) Bonds and insurance;
 - 7) Overhead and profit;
 - 8) Field office costs;
 - 9) Home office cost; and
 - 10) Other items of cost.
 - d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a

Subcontractor or Supplier. Indicate appropriate Contractor mark ups for Work provided through Subcontractors and Suppliers. Provide the level of detail outlined in the paragraph above for self-performed Work.

- e. Submit Change Proposals that comply with the General Conditions for Cost of Work.
 - f. Provide a revised schedule. Show the effect of the change on the Project Schedule and the Contract Times.
- B. Submit a Change Proposal to the Construction Manager to request a Field Order.
 - C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.
 - D. Request changes to products in accordance with Section 01 33 02 "Shop Drawings."

1.03 CONSTRUCTION MANAGER WILL EVALUATE THE REQUEST FOR A MODIFICATION

- A. Construction Manager will issue a Modification per the General Conditions if the Change Proposal is acceptable to the Owner. Construction Manager will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.
 - 1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.
 - 2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.
 - a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor's risk.
 - b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.
- B. Contractor may be informed that the Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

1.04 EQUAL NON-SPECIFIED PRODUCTS

- A. The products of the listed manufacturers are to be furnished where the Specifications list several manufacturers and do not specifically list "or equal" or "or approved equal" products. Use of any products other than those specifically listed is a substitution. Follow the procedures in Paragraph 1.05 for a substitution.
- B. Contractor may submit other manufacturers' products that are in full compliance with the Specifications where Specifications list one or more manufacturers followed by the phrase "or equal" or "or approved equal."
 - 1. Submit a Shop Drawing as required by Section 01 33 02 "Shop Drawings" to document that the proposed product is equal or superior to the specified product.

2. Prove that the product is equal. It is not the OPT's responsibility to prove the product is not equal.
 - a. Indicate on a point-by-point basis for each specified feature that the product is equal to the Contract Document requirements.
 - b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the Shop Drawing.
 - c. The decision of the Design Professional regarding the acceptability of the proposed product is final.
 3. Provide a certification that, in furnishing the proposed product as an equal, the Contractor:
 - a. Has thoroughly examined the proposed product and has determined that it is equal or superior in all respects to the product specified.
 - b. Has determined that the product will perform in the same manner and result in the same process as the specified product.
 - c. Will provide the same warranties and/or bonds as for the product specified.
 - d. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the product into the construction and will waive all claims for additional Work which may be necessary to incorporate the product into the Project which may subsequently become apparent.
 - e. Will maintain the same time schedule as for the specified product.
- C. A Change Proposal is not required for any product that is in full compliance with the Contract Documents. If the product is not in full compliance, it may be offered as a Substitution.

1.05 SUBSTITUTIONS

- A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product. Submit a Change Proposal per Paragraph **[1.02]** along with documents required for a Shop Drawing as required by Section 01 33 02 "Shop Drawings" to request approval of a substitution.
- B. Prove that the product is acceptable as a substitute. It is not the Design Professional's responsibility to prove the product is not acceptable as a substitute.
 1. Indicate on a point-by-point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.
 2. Make a direct comparison with the specified Suppliers published data sheets and available information. Provide this printed material with the Shop Drawing.
 3. The decision of the Design Professional regarding the acceptability of the proposed substitute product is final.

- C. Provide a certification that, in making the substitution request, the Contractor:
 - 1. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product;
 - 2. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the manufacturer of the specified product;
 - 3. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the Project and will waive all claims for additional Work which may be necessary to incorporate the substituted product into the Project which may subsequently become apparent; and
 - 4. Will maintain the same time schedule as for the specified product.
- D. Pay for review of substitutions in accordance with Section 01 33 02 "Shop Drawings."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 00 APPLICATION FOR PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Submit Applications for Payment for completed Work and for materials and equipment in accordance with the General Conditions, the Supplementary Conditions, the Agreement, and this Section. The Contract Price is to include costs for:
 - 1. Providing the Work in accordance with the Contract Documents;
 - 2. Installing Owner furnished equipment and materials, if any;
 - 3. Providing Work for alternates and allowances, if any;
 - 4. Providing Work for extra work items, if any and if authorized
 - 5. Commissioning, startup, training, and initial maintenance and operation;
 - 6. Acceptance testing at the manufacturer's facilities or at the Site;
 - 7. All home office overhead costs and expenses, including profit made directly or indirectly from the Project;
 - 8. Project management, contract administration, and field office and field operations staff including supervision, clerical support, and technology system support;
 - 9. Professional services including design fees, legal fees, and other professional services;
 - 10. Bonds and insurance;
 - 11. Permits, licenses, patent fees, and royalties;
 - 12. Taxes;
 - 13. Providing all documentation and Samples required by the Contract Documents;
 - 14. Facilities and equipment at the Site including:
 - a. Field offices, office furnishings, and all related office supplies, software, and equipment,
 - b. Storage facilities for Contractor's use and storage facilities for stored materials and equipment including spare parts storage,
 - c. Shops, physical plant, construction equipment, small tools, vehicles, and technology and telecommunications equipment,
 - d. Safety equipment and facilities to provide safe access and working conditions for workers and for others working at the Site,
 - e. Temporary facilities for power and communications,
 - f. Potable water and sanitation facilities, and
 - g. Mobilization and demobilization for all these facilities and equipment.
 - 15. Products, materials, and equipment stored at the Site or other suitable location in accordance with Section 01 31 00 "Project Management and Coordination";

16. Products, materials, and equipment permanently incorporated into the Project;
 17. Temporary facilities for managing water including facilities for pumping, storage, and treatment as required for construction and protection of the environment;
 18. Temporary facilities for managing environmental conditions and Constituents of Concern;
 19. Temporary facilities such as sheeting, shoring, bracing, formwork, embankments, storage facilities, working areas, and other facilities required for construction of the Project;
 20. Temporary and permanent facilities for protection of all overhead, surface, or underground structures or features;
 21. Temporary and permanent facilities for removal, relocation, or replacement of any overhead, surface, or underground structures or features;
 22. Products, materials, and equipment consumed during the construction of the Project;
 23. Contractor labor and supervision to complete the Project including that provided through Subcontractors or Suppliers;
 24. Correcting Defective Work during the Contract Times, during the Correction Period, or as required to meet any warranty provision of the Contract Documents;
 25. Risk associated with weather and environmental conditions, startup, and initial operation of facilities including equipment, processes, and systems;
 26. Contractor safety programs, including management, administration, and training;
 27. Maintenance of facilities including equipment, processes, and systems until operation is transferred to Owner;
 28. Warranties, extended or special warranties, or extended service agreements;
 29. Cleanup and disposal of any and all surplus materials; and
 30. Demobilization of all physical, temporary facilities not incorporated into the Project.
- B. Include the cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price.
 - C. Provide written approval of the surety company providing performance and payment bonds for the Schedule of Values, Application for Payment form, and method of payment prior to submitting the first Application for Payment. Submit approval using the "Consent of Surety Company to Payment Procedures" form provided by the Construction Manager. Payment will not be made without this approval.
 - D. Construction Manager may withhold processing the Applications for Payment if any of the following processes or documentation is not up to date:
 1. Progress Schedule per Section 01 33 05 "Construction Progress Schedule."
 2. Project videos and photographs per Section 01 33 06 "Graphic Documentation."
 3. Record Documents per Section 01 31 13 "Project Administration."

1.02 SCHEDULE OF VALUES

- A. Divide the Contract Price into an adequate number of line items to allow more accurate determination of the earned value for each line item when evaluating progress payments. Submit a detailed Schedule of Values for the Project at least 10 days prior to submitting the first Application for Payment using forms provided by the Construction Manager.
- B. Do not apply for payment until the Schedule of Values has been approved by the Construction Manager.
- C. Divide the cost associated with each line item in the Schedule of Values into installation and materials components.
 - 1. Installation cost is to include all cost associated with the line item except materials cost.
 - 2. Materials cost is the direct cost (as verified by invoice values) for products, materials, and equipment to be permanently incorporated into the Project associated with the line item.
 - 3. Installation cost is to include all direct costs and a proportionate amount of the indirect costs for the Work associated with each line item. Include costs not specifically set forth as an individual payment item but required to provide a complete and functional system.
 - 4. The sum of materials and installation costs for all line items must equal the Contract Price.
- D. Use each unit price line item in the Agreement as a line item in the Schedule of Values. The sum of materials and installation costs for each line item for unit price contracts must equal the value of the line item in the Agreement. In addition to the installation cost described in Paragraph 1.02.C.3, installation costs for unit price items are to include costs for waste and overages.
 - 1. Installation and materials cost may be left as a single installation component if:
 - a. Contractor does not intend to request payment for stored materials for that line item; or
 - b. Work in the line item will be completed within a single payment period.
 - 2. Provide adequate detail to allow a more accurate determination of the earned value for installation costs, expressed as a decimal fraction of Work completed, for each line item.
 - 3. Installation cost line items may not exceed \$50,000.00. Items that are not subdivided into smaller units may only be included in the Application for Payment when Work on the entire unit is complete.
 - 4. Lump sum items may be divided into an estimated number of units to estimate earned value. The estimated number of units times the cost per unit must equal the lump sum amount for that line item.
 - 5. Include Contractor's overhead and profit in the installation costs each line item in proportion to the value of the line item to the Contract Price.

6. Include cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price for each item.
 7. Line items may be used to establish the value of Work to be added or deleted from the Project.
- E. Include a breakdown of both mobilization and demobilization costs in the Schedule of Values. The total cost for both mobilization and demobilization may not exceed 5% percent of the total Contract Price. Payment for mobilization and demobilization will be based on the earned value of Work completed. Payment for these costs will only be made for Work completed for the following:
1. Bonds and insurance;
 2. Transportation and setup for equipment;
 3. Transportation and/or erection of all field offices, sheds, and storage facilities;
 4. Salaries for preparation of documents required before the first Application for Payment; and
 5. Salaries for field personnel directly related to the mobilization of the Project.

1.03 SCHEDULE OF ANTICIPATED PAYMENTS

- A. Submit a schedule of the anticipated Application for Payments showing the anticipated application numbers, submission dates, and the amount to be requested for each Application for Payment on the form provided by the Construction Manager.
- B. Update the schedule of anticipated payments as necessary to provide a reasonably accurate indication of the funds required to make payments each month to the Contractor for Work performed.

1.04 ALTERNATES, ALLOWANCES, AND EXTRA WORK ITEMS

- A. Include line items and amounts for specified alternate Work and allowances for Work in the Agreement, if any, and as described in Section 01 23 10 "Alternates and Allowances."
- B. Include line items and amounts for Extra Work items in the Agreement, if any, and as described in Section 01 29 01 "Measurement and Basis for Payment."

1.05 RETAINAGE AND SET-OFFS

- A. Retainage will be withheld from each Application for Payment per the Agreement.
- B. Reduce payments for set-offs per the General Conditions as directed by the Construction Manager.

1.06 PROCEDURES FOR SUBMITTING AN APPLICATION FOR PAYMENT

- A. Submit a draft Application for Payment to the Construction Manager each month at least 10 days before the date established in the Agreement for Owner to make progress payments. Do not submit Applications for Payment more often than monthly. Review the

draft Application for Payment with the Construction Manager to determine concurrence with:

1. Values requested for materials and equipment, stored or incorporated into the Project as documented by invoices;
 2. The earned value for installation costs for each line item in the Application for Payment form expressed as a percent complete for that line item;
 3. The quantity of Work completed for each unit price item;
 4. Amount of retainage to be withheld; and
 5. Set-offs included in the Application for Payment.
- B. Submit Applications for Payment to the Construction Manager after agreement has been reached on the draft Application for Payment with the Construction Manager.
- C. Provide all information requested in the Application for Payment form. Do not leave any blanks incomplete. If information is not applicable, enter "N/A" in the space provided.
1. Number each application sequentially and include the dates for the application period.
 2. Complete the "Contract Time Summary" section on the Application for Payment form. If the Final Completion date shows the Project is more than 30 days behind schedule, revise the Schedule of Anticipated Payments to correspond to the updated schedule required per Section 01 33 05 "Construction Progress Schedule."
 3. Complete the "Summary of Earned Value and Set-offs" section on the Application for Payment form. Show the total amounts for earned value of original Contract performed, earned value for Work on approved Contract Amendments and Change Orders, retainage and set-offs.
 4. Sign and date the Contractor's Certification on the Application for Payment form that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.
 5. Include "Attachment A - Tabulation of Earned Value of Original Contract Performed" to show the value of materials stored and successfully incorporated into the Project and the earned value for installation of the Work for each line item in the Application for Payment for Work. Attachment A includes Work on the original Contract Price and on approved Contract Amendments and Change Orders.
 6. Include "Attachment B - Tabulation of Values for Materials and Equipment" to track invoices used to support amounts requested as materials in Attachment A. Enter materials to show the amount of the invoice assigned to each item in Attachment A if an invoice includes materials used on several line items.
 7. Include "Attachment C - Summary of Set-offs" to document set-offs made per the Contract Documents. Show each set-off as it is applied. Show a corresponding line item to reduce the set-off amount if a payment held by a set-off is released for payment.

8. Include "Attachment D - Retainage Calculation" to show method for calculating retainage. The amount of retainage with respect to progress payments is stipulated in the Agreement. Any request for a reduction in retainage must be accompanied by a Consent of Surety to Reduction or Partial Release of Retainage.
 9. Include "Attachment E - EVA Calculation" and the EVA Chart showing the anticipated and actual total earned value of fees, Work, and materials. Create a graphic representation (curve) of the anticipated progress on the Project each month. Compare the anticipated cumulative total earned value of fees, Work, and materials to the actual total earned value of fees, Work, and materials to determine performance on budget and schedule. Adjust the table and curve to incorporate Modifications.
- D. Submit attachments in Portable Document Format (PDF).
1. Generate attachments to the Application for Payment using the Excel spreadsheet provided by the Construction Manager.
 2. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

1.07 ADJUSTMENTS TO THE SCHEDULE OF VALUES IN THE APPLICATION FOR PAYMENT

- A. Submit a Change Proposal to request any changes to the Schedule of Values incorporated into the Application for Payment once approved. A Field Order will be issued by the Construction Manager to modify the Application for Payment form if approved.
- B. Payment for materials and equipment shown in the Application for Payment will be made for the total of associated invoice amounts, up to the value shown for materials in the Application for Payment for that line item.
 1. If the total amount for invoices for materials and equipment for a line item are less than the amount shown for the materials component of that line item in the Application for Payment, and it can be demonstrated that no additional materials or equipment are required to complete Work described in that item, the difference between the total invoice for materials and equipment and the materials component for that line item can be added to the installation component of that Work item.
 2. Costs for material and equipment in excess of the value shown in the Schedule of Values may not be paid for under other line items.

1.08 CONSTRUCTION MANAGER'S RESPONSIBILITY

- A. Construction Manager will review each draft Application for Payment with Contractor to reach an agreement on the amount to be recommended to Owner for payment. Contractor is to revise the Application for Payment to incorporate changes, if any, resulting from this review process.
- B. Construction Manager will review the Application for Payment to determine that the Application for Payment has been properly submitted and is in accordance with the agreed to draft Application for Payment.
- C. Construction Manager will either recommend payment of the Application for Payment to Owner or notify the Contractor of the reasons for not recommending payment. Contractor

may make necessary corrections and resubmit the Application for Payment. Construction Manager will review resubmitted Application for Payment and reject or recommend payment of the Application for Payment to Owner as appropriate.

- D. Construction Manager's recommendation of the Application for Payment constitutes a representation that based on its experience and the information available:
 - 1. The Work has progressed to the point indicated;
 - 2. The quality of the Work is generally in accordance with the Contract Documents; and
 - 3. Requirements prerequisite to payment have been met.
- E. This representation is subject to:
 - 1. Further evaluation of the Work as a functioning whole;
 - 2. The results of subsequent tests called for in the Contract Documents; or
 - 3. Any other qualifications stated in the recommendation.
- F. Construction Manager does not represent by recommending payment that:
 - 1. Inspections made to check the quality or the quantity of the Work as it was performed were exhaustive or extended to every aspect of the Work in progress; or
 - 2. Other matters or issues that might entitle Contractor to additional compensation or entitle Owner to withhold payment to Contractor exist.
- G. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of payment imposes responsibility on the Construction Manager or Owner:
 - 1. To supervise, direct, or control the Work;
 - 2. For the means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs;
 - 3. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - 4. To make examinations to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price; or
 - 5. To determine that title to the Work, materials, or equipment has passed to Owner free and clear of Liens.

1.09 FINAL APPLICATION FOR PAYMENT

- A. Include adjustments to the Contract Price in the final Application for Payment for:
 - 1. Approved Change Orders and Contract Amendments;
 - 2. Allowances not previously adjusted by Change Order;
 - 3. Deductions for Defective Work that have been accepted by the Owner;
 - 4. Penalties and bonuses;
 - 5. Deduction for all final set-offs; and

6. Other adjustments if needed.
- B. Construction Manager will prepare a final Change Order reflecting the approved adjustments to the Contract Price which have not been covered by previously approved Change Orders and, if necessary, to reconcile estimated unit price quantities with actual quantities.
- C. Submit the final Application for Payment per the General Conditions, including the final Change Order. Provide the following with the final Application for Payment:
 1. Evidence of payment or release of Liens on the forms provided by the Construction Manager and as required by the General Conditions.
 2. Consent from surety to final payment.
- D. Final payment will also require additional procedures and documentation per Section 01 70 00 "Execution and Closeout Requirements."

1.10 PAYMENT BY OWNER

- A. Owner is to pay the amount recommended for monthly payments within 30 days after receipt of the Construction Manager's recommended Application for Payment.
- B. Final payment may take longer than 30 days since Owner's council must approve final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

PART 1 - GENERAL

1.01 PAYMENT FOR MATERIALS AND EQUIPMENT

- A. Payment will be made for materials and equipment materials properly stored and successfully incorporated into the Project less the specified retainage.
- B. Provide a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of Liens. Provide documentation of payment for materials and equipment with the next Application for Payment. Remove items from the tabulation of materials and equipment if this documentation is not provided with the next Application for Payment.
- C. Provide evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest.
- D. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until final acceptance in accordance with the General Conditions.
- E. Payment for materials and equipment does not constitute acceptance of the product.

1.02 MEASUREMENT AND BASIS FOR PAYMENTS ON LUMP SUM ITEMS

- A. Measurement for progress payments is the invoice value for stored materials and the earned value for all other cost for constructing each item. Earned value is expressed as the value of the Work completed divided by the total value of installation cost. The total amount paid will be equal to the total lump sum amount for that item.

1.03 MEASUREMENT AND BASIS FOR PAYMENTS ON UNIT PRICE ITEMS

- A. Measure the Work using the unit of measure indicated in this Section for each unit price line item. Payment will be made only for the actual measured unit and/or computed length, area, solid contents, number, and weight unless other provisions are made in the Contract Documents. Payment on a unit price basis will not be made for Work outside dimensions shown in the Contract Documents.
- B. Payment will be made for the actual quantity of Work completed and for materials and equipment stored during the payment period. Payment amount is the Work quantity measured per Paragraph A above multiplied by the unit price for that line item in the Agreement.

1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS

- A. Items 1 and 2 – 18" HDPE and 10" PVC WATER LINE, DR11 BY OPEN CUT:
 - 1. Measurement for pipe shall be per linear foot of pipe installed by open-cut for the nominal diameter and at the pressure classes shown on the Contract Drawings, measured horizontally from center of fitting to center of fitting or end of pipe without any deduction for the length of intermediate fittings, specials, or valves. No additional

payment will be made for vertical lengths of pipe. Payment shall not be made for a different class unless the Owner approves a different class.

2. Payment made at the unit price bids shall include furnishing, hauling and laying of pipe shown on the plans, fusing of joints, pumping where necessary, trench excavation, and backfilling, including embedment and backfill material as specified, surface restoration, disposal of surplus materials, cleaning up and maintenance, any incidental work and materials not otherwise provided for these specifications, all in strict accordance with the plans and specifications.
 3. Payment shall not be made for costs required to have utility companies repair any damage inflicted to their lines by the Contractor and any cleanup, property damages, fines, etc. resulting from damage inflicted to any utility line by the Contractor.
- B. Item 3, 4 and 5 – 18", 10" and 8" Gate Valve, AWWA:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the gate valves for a complete installation in accordance with the Contract Drawings.
- C. Item 6 – 24"X18" TS&V:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the tapping sleeve and valve for a complete installation in accordance with the Contract Drawings.
 2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the fitting as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.
- D. Item 7 – 18"X18" TEE, RJ:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
 2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the fitting as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.
- E. Item 8 – 18"X6" HDPE TEE:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
 2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the fitting as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.

F. Item 9 – 18"X10" CROSS, RJ:

1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the fitting as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.

G. Item 10 – 18"X8" REDUCER, RJ:

1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the fitting as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.

H. Item 11 – 11.25° 10" BEND:

1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the bend as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.

I. Item 12 – 2" CAV ASSEMBLY:

1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the valve, meter can, fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the bend as shown in the plans, standard details, and specifications. The cost of the fitting, hardware, and all other incidental items necessary for a complete and workable installation are included in this pay item.

J. Item 13 – FIRE HYDRANT ASSEMBLY:

1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
2. This item shall include furnishing materials necessary to install a fire hydrant assembly complete as shown in the plans, standard details, and specifications. DIP fittings and valves shall be fusion-bonded epoxy coated and have MJ connections with high-strength low-alloy steel nuts and bolts coated with blue Xylan 1424 fluoropolymer. The

cost of all pipe, valves, fittings bedding backfill, thrust blocking, and all other incidental items necessary for a complete and workable installation are included in this item.

- K. Item 14, 15, 16 and 17 – CONNECTION TO EXISTING 24", 14", 10" AND 8" WATER LINE:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for furnishing and installing the fitting, glands, nuts and bolts, and thrust restraint for a complete installation in accordance with the Contract Drawings.
 2. This item shall include furnishing all labor, equipment, and materials necessary to connect to the existing pipe as shown in the plans, standard details, and specifications. The cost of the pipe, fittings, closure pieces, hardware, thrust restraint and all other incidental items necessary for a complete and workable installation are included in this pay item.
- L. Item 18 – REMOVE AND REPLACE CONCRETE:
1. Measurement for concrete pavement shall be per square yard of concrete pavement.
 2. Payment for concrete pavement shall be made at the unit price bid per square yard as shown in the Contract Drawings and shall be full compensation for furnishing and installing concrete pavement to the limits shown in the Contract Drawings. This unit price item shall include concrete, reinforcing, special backfill, subgrade stabilization, doweling into existing pavement, removal of existing concrete, joints, replacement of existing pavement markings, traffic signage or signal restoration not included in other bid items, access entrance/transitions and all other items required. No additional payment will be made for additional concrete pavement replacement for paving damaged by Contractor's operations outside those limits shown on the Contract Drawings.
- M. Item 19 – REMOVE AND REPLACE ASPHALT:
1. Measurement for asphalt pavement shall be per square yard of asphalt pavement.
 2. This unit price item shall include furnishing all materials, labor, and equipment to properly remove and replace the existing asphalt pavement in accordance with the plans, standard details, and specifications. The cost of asphalt and concrete removal and disposal, ODOT Class A aggregate backfill and base, subgrade preparation, compaction, concrete, asphalt, reinforcement, striping and all other incidental items necessary for a complete and workable installation.
- N. Item 20 – BLOCK SODDING:
1. Measurement for block sodding shall be per square yard of block sodding.
 2. This item shall include furnishing all materials, labor, and equipment to supply and properly apply slab sod in disturbed areas in accordance with the plans, standard details, and specifications. The cost of salvaging and placing topsoil, ground preparation, watering, fertilizing, slab sod to match grass type at each individual location, and all other incidental items necessary to establish quality grass turf are included in this pay item. Any slab sodding required in excess of the estimated quantity shall be incidental to the project.

O. Item 21 – PREPARE AND IMPLEMENT SWPPP:

1. This lump sum pay item shall include furnishing all materials, labor, and equipment to design, install, and maintain an approved erosion control plan and Storm Water Pollution Prevention Plan for the project area. This item shall include the cost for all permits including filing the Notice of Intent (NOI) and the Notice of Termination (NOT) with the Oklahoma Department of Environmental Quality (ODEQ). The temporary erosion control plan must be approved, and measures installed prior to any construction. This item also includes ongoing maintenance of measures during construction (such as maintaining construction entrances), removing temporary erosion control measures at project completion, removing all existing sediment from culverts, and re-establishing the flowlines of the upstream and downstream drainage ditches within the project area. No exceptions will be made to the lump sum price established by the Contractor.

P. Item 22 – NEW LONG SIDE WATER SERVICE:

1. Measurement and payment shall be per each long side water service installed.
2. This item shall include furnishing all labor, equipment, and materials necessary to replace the existing service connection to the existing meter box as shown in the plans, standard details, and specifications. The cost of any necessary meter box relocations, pipe, valves, fittings bedding backfill, thrust blocking, pavement repair, surface restoration, and all other incidental items necessary for a complete and workable installation are included in this item.

Q. Item 23 – NEW SHORT SIDE WATER SERVICE:

1. Measurement and payment shall be per each long side water service installed.
2. This item shall include furnishing all labor, equipment, and materials necessary to replace the existing service connection to the existing meter box as shown in the plans, standard details, and specifications. The cost of any necessary meter box relocations, pipe, valves, fittings bedding backfill, thrust blocking, pavement repair, surface restoration, and all other incidental items necessary for a complete and workable installation are included in this item.

R. Item 24 – TREE REMOVAL:

1. This unit price item shall include furnishing all materials, labor, and equipment necessary to remove and dispose of trees specified for removal as shown in the plans. Cost of debris disposal, subgrade preparation, and all other incidental items necessary for a complete and workable installation are included in this pay item. No other payment shall be made, and all other clearing will be included in pay item 25.

S. Item 25 – CLEARING AND GRUBBING:

1. This unit price item shall include furnishing all materials, labor, and equipment necessary to remove and dispose of all vegetation, trees, protruding objects, structures, and other appurtenances necessary to prepare the area for the proposed construction. Cost of debris disposal, subgrade preparation, and all other incidental items necessary for a complete and workable installation are included in this pay item.

- T. Item 26 – LEAD SERVICE LINE REMOVAL AND DISPOSAL:
1. Measurement and payment shall be at the unit price bid per each and shall be full compensation for removal and disposal of lead service lines abiding by all requirements and recommendation by ODEQ and any local governing authority.
- U. Item 27 – GROUT FILL ABANDONED LINES
1. Measurement and payment shall be at the unit price of per cubic yard and shall be full compensation for the filling and complete closure of abandoned lines.
- V. Item 28 – 24" STEEL CASING BY TRENCHLESS
1. Boring, jacking or tunneling pipe will be measured by the linear foot of pipe, complete in place. Such measurement will be made between the ends of the pipe along the central axis as installed. The work performed and materials furnished as prescribed by this item will be paid for at the total unit price bid per linear foot for Boring, Jacking or Tunneling Pipe, of the type, size, and class specified on the plans, which price shall be full compensation for furnishing all materials, liner materials required for tunnel operations, for all preparation, hauling and installing of same, and for all labor, tools, equipment and incidentals necessary to complete the work, including excavation, backfilling and disposal of surplus material.
 2. The contract total unit price shall be the total compensation for furnishing and placing all materials including encasement pipe, concrete embedment or grout backfill, concrete, clay or brick plugs, and for all labor, equipment and materials as required to complete the installation.
- W. Item 29 – REMOVE AND REPLACE CONCRETE CURB AND GUTTER
1. The removal and replacement, complete in place, of curb and gutter shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.
- X. Item 30– TRAFFIC CONTROL:
1. All signs, barricades, warning lights, and other traffic control devices used for construction traffic control shall be measured as a lump sum. Accepted signs, barricades, warning lights, and other traffic control devices used for construction traffic control will be paid for at the contract price. Which shall be full compensation for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified.
 2. The items measured as provided above will be paid for at the contract unit price bid:
TRAFFIC CONTROL L.S.

Such payment shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals, and for performing the work in accordance with these specifications.
- Y. Item 31– MOBILIZATION:
1. Measuring for payment is on a lump sum basis. Payment for mobilization will be based on the earned value of Work completed.
 2. Include the following costs in this bid item:

- a. Bonds and insurance;
- b. Transportation and setup for equipment;
- c. Transportation and/or erection of all field offices, sheds and storage facilities;
- d. Salaries for preparation of documentation required before the first Application for Payment;
- e. Salaries for field personnel assigned to the Project related to the mobilization of the Project; and
- f. Mobilization may not exceed 5 percent of the total Contract Price.

Z. Item 32 – CONCRETE COLLAR

- 1. Measurement and payment shall be per each concrete collar installed.
- 2. This unit price pay item shall include furnishing all labor, equipment, and materials necessary to install the concrete collar as shown in the plans, standard details, and specifications. The cost of the rebar, concrete, labor, and all other incidental items necessary for a complete and workable installation are included in this pay item.

AA. Item 33 – OWNER’S ALLOWANCE

- 1. Include the specified allowance amounts in the Contract Price.
- 2. This allowance shall be designated and distributed at the discretion of the Owner and Engineer for the effort and materials used to perform the miscellaneous work related to the construction items not previously identified in the documents. The allowance may be authorized from anywhere from 0% to 100% at the discretion of the Owner and Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish resources required to complete the Project in accordance with the Contract Documents and within the Contract Times.
- B. Construct Project in accordance with current safety practices.
- C. Manage Site to allow access to Site and control construction operations.
- D. Construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.
- E. Provide temporary controls for pollution, management of water, and management of excess earth as required in Section 01 57 00 "Temporary Controls."

1.02 STANDARDS

- A. Perform Work to comply with:
 - 1. Requirements of the Contract Documents;
 - 2. Laws and Regulations; and
 - 3. Specified industry standards.

1.03 DOCUMENTATION

- A. Provide documents in accordance with Section 01 33 00 "Document Management."
- B. Provide copies of Supplier's printed storage instructions prior to furnishing materials or products and installation instructions prior to beginning the installation.
- C. Incorporate field notes, sketches, recordings, and computations made by the Contractor in Record Drawings per Section 01 31 13 "Project Administration."

1.04 PERMITS

- A. Obtain building permits for the Project from the local authorities having jurisdiction. Pay building permit fees and include these costs in the Contract Price.
- B. Obtain environmental permits required for construction at the Site.
- C. Provide required permits for transporting heavy or oversized loads.
- D. Provide other permits required to conduct any part of the Work.
- E. Arrange for inspections and certification by agencies having jurisdiction over the Work and include the cost for these inspections and certifications in the Contract Price.
- F. Make arrangements with private utility companies and pay fees associated with obtaining services or inspections.
- G. Retain copies of permits and licenses at the Site and comply with all regulations and conditions of the permit or license.

1.05 SAFETY REQUIREMENTS

- A. Manage safety to protect the safety and welfare of persons at the Site.
- B. Provide safe access to move through the Site. Provide protective devices to warn and protect from hazards at the Site.
- C. Provide safe access for those performing tests and inspections.
- D. Maintain a supply of personal protective equipment for visitors to the Site.
- E. Comply with latest provisions of the Occupational Health and Safety Administration (OSHA) and other Laws and Regulations.
- F. Cooperate with accident investigations. Provide two copies of all reports, including insurance company reports, prepared concerning accidents, injuries, or deaths related to the Project to the Construction Manager as Record Data per Section 01 31 13 "Project Administration."

1.06 ACCESS TO THE SITE

- A. Maintain access to the facilities at all times. Do not obstruct roads, pedestrian walks, or access to the various buildings, structures, stairways, or entrances. Provide safe access for normal operations during construction.
- B. Provide adequate and safe access for inspections. Leave ladders, bridges, scaffolding, and protective equipment in place until inspections have been completed. Construct additional safe access if required for inspections.
- C. Use roadways for construction traffic only with written approval of the appropriate representatives of each entity. Roadways may not be approved for construction traffic. Obtain written approval to use roads to deliver heavy or oversized loads to the Site. Furnish copies of the written approvals to the Construction Manager as Record Data per Section 01 31 13 "Project Administration."

1.07 CONTRACTOR'S USE OF THE SITE

- A. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Construction Manager. Coordinate the use of the Site with the Construction Manager.
- B. Provide security at the Site as necessary to protect against vandalism and loss by theft.
- C. Park construction equipment in designated areas only and provide spill control measures as discussed in Section 01 57 00 "Temporary Controls."
- D. Park employees' vehicles in designated areas only.
- E. Obtain written permission of the property owner before entering privately-owned land outside of the Owner's property, rights-of-way, or easements.
- F. Cooperate with public and private agencies with facilities operating within the limits of the Project. Provide 48 hours' notice to any applicable agency when Work is anticipated to proceed in the vicinity of any facility by using Oklahoma's One-Call System, OKIE811 at 1-800-522-OKIE.

G. Conduct of Contractor's or Subcontractor's Employees:

1. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.
2. Do not allow the use of offensive language or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.
3. Require workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, or any exceedingly torn, ripped, or soiled clothing to be worn on the Site.
4. Do not allow the use, possession, concealment, transportation, promotion, or sale of the following prohibited items anywhere on the Site:
 - a. Firearms (including air rifles and pistols and BB or pellet guns) and ammunition;
 - b. Bows, crossbows, arrows, bolts, or any other projectile weapons;
 - c. Explosives of any kind, including fireworks;
 - d. Illegal knives;
 - e. Other weapons prohibited by state Laws and Regulations; and
 - f. Any other item that has been designed or intended to be used as a weapon.

No exceptions will be made for the possession of a firearm by a person that has a valid state-issued license to carry a firearm. Remove any of the prohibited items listed above from the Site immediately and permanently. Any person found to be in possession of any prohibited item must also be removed from the Site and may be reported to local law enforcement.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Examine the Site and review the available information concerning the Site. Locate utilities, underground facilities, and existing structures. Verify the elevations of the structures adjacent to excavations. Report any discrepancies from information in the Contract Documents to the Construction Manager before beginning construction.
- B. Determine if existing structures, poles, piping, or other utilities at excavations will require relocation or replacement. Prepare a Plan of Action per Section 01 31 13 "Project Administration." Coordinate Work with local utility company and others for the relocation or replacement.
- C. Protect utilities, underground facilities and existing structures unless they are shown to be replaced or relocated on the Drawings. Restore damaged items to the satisfaction of the Owner and utility or property owner.
- D. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless required by the Contract Documents or

approved by the Construction Manager. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines, or other obstructions.

- E. Protect existing trees and landscaping at the Site. Mark trees that may be removed during construction and review with the Construction Manager for approval before removing. Protect trees to remain from damage limiting activity, including stockpiling of materials within the drip line of the tree.
- F. Protect buildings from damage when handling material or equipment. Protect finished surfaces, including floors, doors, and jambs. Remove doors and install temporary wood protective coverings over jambs, if needed.

1.09 DISRUPTION TO SERVICES/CONTINUED OPERATIONS

- A. Owner's facilities are to continue in service as usual during the construction unless noted otherwise. Owner or utilities must be able to operate and maintain the facilities. Keep disruptions to existing utilities, piping, process piping, or electrical services to a minimum.
 - 1. Do not restrict access to critical valves, operators, or electrical panels.
 - 2. Do not store material or products inside structures unless authorized by the Construction Manager.
 - 3. Limit operations to the minimum amount of space needed to complete the specified Work.
 - 4. Maintain storm sewers and sanitary sewers in service at all times. Provide temporary service around the construction or otherwise construct the Work in a manner that flow is not restricted.
- B. Provide a Plan of Action in accordance with Section 01 35 00 "Special Procedures" if facilities must be taken out of operation.

1.10 FIELD VERIFICATION

- A. Perform complete field measurements prior to purchasing products or beginning construction for products required to fit existing conditions.
- B. Verify property lines, control lines, grades, and levels indicated on the Drawings.
- C. Verify pipe class, equipment capacities, existing electrical systems, and power sources for existing conditions.
- D. Check Shop Drawings and indicate the actual dimensions available where products are to be installed.
- E. Include field measurements in Record Documents as required in Section 01 31 13 "Project Administration."

1.11 REFERENCE DATA AND CONTROL POINTS

- A. Construction Manager will provide the following control points:
 - 1. Base line or grid reference points for horizontal control.
 - 2. Benchmarks for vertical control.

- B. Locate and protect control points prior to starting the Work and preserve permanent reference points during construction. Designated control points may be on an existing structure or monument. Do not change or relocate points without prior approval of the Construction Manager. Notify Construction Manager when a reference point is lost, destroyed, or requires relocation. Replace Project control points on the basis of the original survey. Control points or benchmarks damaged, disturbed or destroyed as a result of the Contractor's negligence will be restored by the Construction Manager. Owner will impose a set-off as compensation for the effort required.
- C. Provide complete engineering layout of the Work needed for construction.
 - 1. Provide competent personnel. Provide equipment including accurate surveying instruments, stakes, platforms, tools, and materials.
 - 2. Provide surveying with accuracy meeting the requirements established by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
 - 3. Provide Record Data per Section 01 31 13 "Project Administration" and measurements per standards.

1.12 DELIVERY AND STORAGE

- A. Deliver products and materials to the Site in time to prevent delays in construction.
- B. Deliver packaged products to Site in original undamaged containers with identifying labels attached. Open cartons as necessary to check for damage and to verify invoices. Reseal cartons and store properly until used. Leave products in original packages or other containers until installed. If original packages or containers are damaged, repackage in containers and include packing slips, labels and other information from the original packaging.
- C. Deliver products that are too large to fit through openings to the Site in advance of the time enclosing walls and roofs are erected. Set in place, raised above floor on cribs or pallets.
- D. Assume full responsibility for the protection and safekeeping of products stored at the Site.
- E. Store products at locations acceptable to the Construction Manager and to allow Owner access to maintain and operate existing facilities.
- F. Store products in accordance with the Supplier's storage instructions immediately upon delivery. Leave seals and labels intact. Arrange storage to allow access for maintenance of stored items and for inspection. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
- G. Provide additional storage areas as needed for construction. Store products subject to damage by elements in substantial weather-tight enclosures or storage sheds. Provide and maintain storage sheds as required for the protection of products. Provide temperature, humidity control, and ventilation within the ranges stated in the Supplier's instructions. Remove storage facilities at the completion of the Project.
- H. Protect the pipe interior. Keep all foreign materials such as dirt, debris, animals, or other objects out of the pipe during the Work.
- I. Provide adequate exterior storage for products that may be stored out-of-doors.

1. Provide substantial platforms, blocking, or skids to support materials and products above ground which has been sloped to provide drainage. Protect products from soiling or staining.
 2. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet materials. Provide ventilation to prevent condensation below covering.
 3. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.
 4. Provide surface drainage to prevent erosion and ponding of water.
 5. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.
 6. Pipes and conduits stored outdoors are to have open ends sealed to prevent the entrance of dirt, moisture, and other injurious materials. Protect PVC pipe from ultraviolet light exposure.
 7. Store products to prevent wind damage.
- J. Protect and maintain mechanical and electrical equipment in storage.
1. Provide Supplier's service instructions on the exterior of the package.
 2. Service equipment on a regular basis as recommended by the Supplier. Maintain a log of maintenance services. Submit the log as Record Data per Section 01 31 13 "Project Administration" when Owner assumes responsibility for maintenance and operation.
 3. Provide power to and energize space heaters for all equipment for which these devices are provided.
 4. Provide temporary enclosures for all electrical equipment, including electrical systems on mechanical devices. Provide and maintain heat in the enclosures until equipment is energized.
- K. Maintain storage facilities. Inspect stored products on a weekly basis and after periods of severe weather to verify that:
1. Storage facilities continue to meet specified requirements;
 2. Supplier's required environmental conditions are continually maintained; and
 3. Products that can be damaged by exposure to the elements are not adversely affected.
- L. Replace any stored item damaged by inadequate protection or environmental controls.
- M. Payment may be withheld for any products not properly stored.

1.13 CLEANING DURING CONSTRUCTION

- A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from discharging into the atmosphere. Control dust and dirt from demolition, cutting, and patching operations.

- B. Clean the Site as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers at the Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.
- C. Comply with Laws and Regulations. Do not burn or bury waste materials. Remove waste materials, rubbish, and debris from the Site and legally dispose of these at public or private disposal facilities.

1.14 MAINTENANCE OF ROADS, DRIVEWAYS, AND ACCESS

- A. Maintain roads and streets in a manner that is suitable for safe operations of public vehicle during all phases of construction unless the Owner approves a street closing. Do not close public roads overnight. Coordinate and arrange for emergency vehicle access when streets are to be closed.
- B. Submit a Notification by Contractor for Owner's approval of a street closing. The request must state:
 - 1. The reason for closing the street.
 - 2. How long the street will remain closed.
 - 3. Procedures to be taken to maintain the flow of traffic.
- C. Obtain permits and permissions of the entity that owns the road prior to any Work and provide a copy of the permit or permission Record Data per Section 01 31 13 "Project Administration."
- D. Construct temporary detours, including by-pass roads around construction, with adequately clear width to maintain the free flow of traffic at all times. Maintain barricades, signs, and safety features around the detour and excavations. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- E. Assume responsibility for any damage resulting from construction along roads or drives.

1.15 BLASTING

- A. Blasting is not allowed for any purpose.

1.16 ARCHAEOLOGICAL REQUIREMENTS

- A. Cease operations immediately and contact the Owner for instructions if historical or archaeological artifacts are found during construction.
- B. Conduct all construction activities to avoid adverse impact of the sites where significant historical or archaeological artifacts are found or identified as an area where other artifacts could be found.
 - 1. Obtain details for working in these areas from regulatory agencies.
 - 2. Maintain confidentiality regarding the site(s) of artifacts.
 - 3. Adhere to the requirements of applicable local, state, and federal Laws and Regulations.

4. Notify the Construction Manager and any local, state, or federal agency as required by applicable Laws and Regulations.
- C. Do not disturb archaeological sites.
 1. Obtain the services of a qualified archaeological specialist to instruct construction personnel on how to identify and protect archaeological finds on an emergency basis.
 2. Coordinate activities to permit archaeological work to take place within the area.
 - a. Attempt to archaeologically clear areas needed for construction as soon as possible.
 - b. Provide a determination of priority for such areas.
- D. Assume responsibility for any unauthorized destruction that might result to such sites by construction personnel, and pay all penalties assessed by state or federal agencies for non-compliance with these requirements.
- E. Contract Times will be modified to compensate for delays caused by such archaeological finds. No additional compensation will be paid for delays.

1.17 ENDANGERED SPECIES RESOURCES

- A. Do not perform any activity that is likely to destroy or adversely modify the habitat or jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA) or applicable state Laws and Regulations.
- B. Cease Work immediately in the area of the encounter and notify the Construction Manager if a threatened or endangered species is encountered during construction. Construction Manager will implement actions in accordance with the ESA and applicable state statutes. Resume construction in the area of the encounter when authorized to do so by the Construction Manager.

1.18 OCCUPANCY

- A. Owner has the right to occupy or operate any portion of the Project that is ready for use after notifying the Contractor of its intent to do so.
- B. Testing of equipment and appurtenances including specified test periods, training, and startup does not constitute acceptance for operation.
- C. Owner may accept the facility for continued use after startup and testing at the option of the Owner. If acceptance is delayed at the option of the Owner, shut down facilities per approved operation and maintenance procedures.
- D. The execution of bonds is understood to indicate the consent of the surety to these provisions for occupancy of the structures and use of equipment.
- E. Provide an endorsement from the insurance carrier permitting occupancy of the structures and use of equipment during the remaining period of construction.
- F. Conduct operations to ensure the least inconvenience to the Owner and general public.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 13 PROJECT ADMINISTRATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Administer contract requirements to construct the Project. Provide documentation per the requirements of this Section. Provide information as requested by the OPT.

1.02 DOCUMENTATION

- A. Provide documents in accordance with Section 01 33 00 "Document Management."

1.03 COMMUNICATION DURING THE PROJECT

- A. Construction Manager is to be the first point of contact for all parties on matters concerning this Project.
- B. Construction Manager will coordinate correspondence concerning:
 - 1. Contract administration;
 - 2. Clarification and interpretation of the Contract Documents;
 - 3. Contract modifications;
 - 4. Observation of Work and testing; and
 - 5. Claims.
- C. Construction Manager will normally communicate only with the Contractor. Any required communication with Subcontractors or Suppliers will only be with the direct involvement of the Contractor.
- D. Direct written communications to the Construction Manager at the address indicated at the pre-construction conference. Include the following with communications as a minimum:
 - 1. Name of the Owner;
 - 2. Project name;
 - 3. Contract title;
 - 4. Project number;
 - 5. Date; and
 - 6. A reference statement.
- E. Submit communications on the forms referenced in this Section or in Section 01 33 00 "Document Management."

1.04 PROJECT MEETINGS

- A. Pre-Construction Conference:
 - 1. Attend a pre-construction conference;
 - 2. The location of the conference will be determined by the Construction Manager;

3. The time of the conference will be determined by the Construction Manager, but will be after the Notice of Award is issued and not later than 15 days after the Notice to Proceed is issued;
 4. OPT, Contractor's project manager and superintendent, representatives of utility companies, and representatives from major Subcontractors and Suppliers may attend the conference; and
 5. Provide and be prepared to discuss:
 - a. Preliminary construction schedule per Section 01 33 05 "Construction Progress Schedule";
 - b. Preliminary Schedule of Documents per Section 01 33 00 "Document Management";
 - c. Schedule of Values and anticipated schedule of payments per Section 01 29 00 "Application for Payment Procedures";
 - d. List of Subcontractors and Suppliers;
 - e. Contractor's organizational chart as it relates to this Project; and
 - f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications, and payment requests.
- B. Progress Meetings:
1. Attend meetings with the Construction Manager, Design Professional, and Owner.
 - a. Meet monthly or as requested by the Construction Manager to discuss the Project.
 - b. Meet at the Site or other location as designated by the Construction Manager.
 - c. Contractor's superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.
 - d. Notify the Construction Manager of any specific items to be discussed a minimum of 1 week prior to the meeting.
 2. Provide information as requested by the Construction Manager, Design Professional or Owner concerning this Project. Prepare to discuss:
 - a. Status of overall project schedule;
 - b. Contractor's detailed schedule for the next month;
 - c. Anticipated delivery dates for equipment;
 - d. Coordination with the Owner;
 - e. Status of documents;
 - f. Information or clarification of the Contract Documents;
 - g. Claims and proposed modifications to the Contract;
 - h. Field observations, problems, or conflicts; and

- i. Maintenance of quality standards.
- 3. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.
- C. Pre-Documentation and Pre-Installation Meetings:
 - 1. Conduct pre-documentation and pre-installation meetings as required in the individual technical Specifications or as determined necessary by the Construction Manager (for example, instrumentation, roofing, concrete mix design, etc.).
 - 2. Set the time and location of the meetings when ready to proceed with the associated Work. Submit a Notification by Contractor in accordance with Paragraph **[1.07]** for the meeting 2 weeks before the meeting. OPT must approve of the proposed time and location.
 - 3. Attend the meeting and require the participation of appropriate Subcontractors and Suppliers in the meeting.
 - 4. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.
- D. Weekly Coordination Meetings: Meet on a weekly basis with the Construction Manager or designated on-site representative of the OPT to discuss Work planned for the following week, review coordination issues, testing required, or other issues. Records of these meetings are not required.

1.05 REQUESTS FOR INFORMATION

- A. Submit a Request for Information to the Construction Manager to obtain additional information or clarification of the Contract Documents.
 - 1. Submit a separate Request for Information for each item on the form provided by the Construction Manager.
 - 2. Attach adequate information to permit a response without further clarification. Construction Manager will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple reviews due to inadequate information.
 - 3. A response will be made when adequate information is provided. The response will be made on the Request for Information form provided by the Construction Manager.
- B. Response to a Request for Information is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.
 - 1. Submit a Change Proposal per Section 01 26 00 "Change Management" if a contract modification is suggested or required.

- C. Use the Decision Register to document decisions made at meetings and actions to be taken in accordance with Paragraph 1.06.
- D. Use the Action Item Register to document assignments for actions to be taken in accordance with Paragraph 1.06.

1.06 DECISION AND ACTION ITEM REGISTER

- A. Construction Manager will maintain a Decision Register to document key decisions made during meetings, telephone conversations, or visits to the Site using the format provided by the Construction Manager:
 - 1. Review the Decision Register prior to each regular meeting.
 - 2. Report any discrepancies to the Construction Manager for correction or discussion at the next monthly meeting.
- B. Construction Manager will maintain an Action Item Register in conjunction with the Decision Register to track assignments made during meetings, telephone conversations or visits to the Site using the format provided by the Construction Manager:
 - 1. Review the Action Item Register prior to each regular meeting.
 - 2. Report actions taken after the previous progress meeting on items in the register assigned to the Contractor or through the Contractor to a Subcontractor or Supplier to the Construction Manager. Report on status of progress 1 week prior to each progress meeting established in Paragraph 1.04 to allow Construction Manager to update the register prior to the Progress Meetings.
 - 3. Be prepared to discuss the status at each meeting.
- C. Decisions or action items in the register that require a change in the Contract Documents will have the preparation of a Modification as an action items if appropriate. The Contract Documents can only be changed by a Modification.

1.07 NOTIFICATION BY CONTRACTOR

- A. Notify the Construction Manager of:
 - 1. Need for testing;
 - 2. Intent to work outside regular working hours;
 - 3. Request to shut down facilities or utilities;
 - 4. Proposed utility connections;
 - 5. Required observation by Construction Manager, Engineer, or inspection agencies prior to covering Work; and
 - 6. Training.
- B. Provide notification a minimum of 2 weeks in advance to allow OPT time to respond appropriately to the notification.
- C. Use the Notification by Contractor form provided by the Construction Manager.

1.08 REQUESTS FOR MODIFICATIONS

- A. Submit requests for Modifications per Section 01 26 00 "Change Management."

1.09 RECORD DATA

- A. Submit information required by the Contract Documents that is not related to a product as Record Data using the form provided by the Construction Manager.

1.10 RECORD DOCUMENTS

- A. Maintain one complete set of printed Record Documents at the Site including:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Addenda;
 - 4. Modifications;
 - 5. Product Data and approved Shop Drawings;
 - 6. Construction photographs;
 - 7. Test Reports;
 - 8. Clarifications and other information provided in Request for Information responses; and
 - 9. Reference standards.
- B. Store printed Record Documents and Samples in the Contractor's field office.
 - 1. Record Documents are to remain separate from documents used for construction.
 - 2. Provide files and racks for the storage of Record Documents.
 - 3. Provide a secure storage space for the storage of Samples.
 - 4. Maintain Record Documents in clean, dry, legible conditions, and in good order.
 - 5. Make Record Documents and Samples available at all times for inspection by the OPT.
- C. Maintain an electronic record of Specifications and Addenda to identify products provided in PDF format.
 - 1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
 - 2. Reference Modifications by type and number for all changes.
- D. Maintain an electronic record of Drawings in PDF format.
 - 1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
 - 2. Reference Modifications by type and number for all changes.
 - 3. Record information as construction is being performed. Do not conceal any Work until the required information is recorded.

4. Mark drawings to record actual construction.
 - a. Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.
 - b. Horizontal and vertical locations of underground utilities and appurtenances constructed, and existing utilities encountered during construction.
 - c. Location of utilities and appurtenances concealed in the Work. Refer measurements to permanent structures on the surface. Include the following equipment:
 - 1) Piping;
 - 2) Ductwork;
 - 3) Equipment and control devices requiring periodic maintenance or repair;
 - 4) Valves, unions, traps, and tanks;
 - 5) Services entrance;
 - 6) Feeders; and
 - 7) Outlets.
 - d. Changes of dimension and detail.
 - e. Changes by Modifications.
 - f. Information in Requests for Information or included in the Decision Register.
 - g. Details not on the original Drawings. Include field verified dimensions and clarifications, interpretations, and additional information issued in response to Requests for Information.
 5. Mark Drawings with the following colors:
 - a. Highlight references to other documents, including Modifications in blue.
 - b. Highlight mark ups for new or revised Work (lines added) in yellow.
 - c. Highlight items deleted or not installed (lines to be removed) in red.
 - d. Highlight items constructed per the Contract Documents in green.
 6. Submit Record Documents to Construction Manager for review and acceptance 30 days prior to Final Completion of the Project.
- E. Applications for Payment will not be recommended for payment if Record Documents are found to be incomplete or not in order. Final payment will not be recommended without complete Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 00 DOCUMENT MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Submit documentation as required by the Contract Documents and as requested by the Construction Manager.
- B. Use the Project Management Information System (PMIS) provided by the Construction Manager. Software for the PMIS is FNIManager which has the following system requirements:
 - 1. Operating Systems: Windows 7 or later and OS X v10.8 or later.
 - 2. Supported Internet Browsers: Internet Explorer 11.0 or later, Google Chrome 70.0 or later, Firefox 63.0 or later, Safari 11.0 or later, and Microsoft Edge 17.0 or later.
 - 3. Screen Resolution: The recommended screen resolution is 1280 x 1024 or higher. The minimum screen resolution required to support all features is 1024 x 768.

1.02 QUALITY ASSURANCE

- A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Documents not meeting these criteria will be returned without review as “Not Approved.”

1.03 CONTRACTOR’S RESPONSIBILITIES

- A. Review documents prior to submission. Make certifications as required by the Contract Documents and as indicated on Construction Manager provided forms.
- B. Provide a Schedule of Documents to list the documents that are to be submitted and the dates on which documents are to be sent to the Construction Manager for review. Use the form provided by the Construction Manager for this list.
- C. Incorporate the dates for processing documents into the Progress Schedule required by Section 01 33 05 “Construction Progress Schedule.”
 - 1. Provide documents in accordance with the schedule so construction of the Project is not delayed.
 - 2. Allow a reasonable time for the review of documents when preparing the Progress Schedule. Assume a 14-day review cycle for each document unless a longer period of time is indicated in the Contract Documents or agreed to by Construction Manager and Contractor.
 - 3. Schedule delivery of review documents to provide all information for interrelated Work at one time.
 - 4. Allow adequate time for processing documents so construction of the Project is not delayed.

1.04 FORMS AND WORKFLOWS

- A. Use the forms or workflow process provided by the Construction Manager for project documentation.

1.05 DOCUMENT PREPARATION AND DELIVERY PROCEDURES

- A. Deliver documents in electronic format as directed by the Construction Manager.
 - 1. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.
 - 2. Deliver all documents in Portable Document Format (PDF).
 - a. Create PDF document using Bluebeam Revu software.
 - b. Create PDF documents from native format files unless files are only available from scanned documents.
 - c. Rotate pages so that the top of each document appears at the top of the monitor screen when opened in PDF viewing software.
 - d. Provide PDF document with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.
 - e. Submit color PDF documents where color is required to interpret the document.
 - f. Create or convert documents to allow text to be selected for comments or searched using text search features. Run scanned documents through Optical Character Recognition (OCR) software if necessary.
 - g. Flatten markups in documents to prevent markups made by Contractor from being moved or deleted. Flatten documents to allow markup recovery.
 - h. Use Bluebeam Revu software to reduce file size using default settings except the option for "Drop Metadata". Uncheck the "Drop Metadata" box when reducing file size.
 - i. Add footers to each document with the name of the Project.

1.06 DOCUMENTATION

- A. Furnish documents as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections. Submit documents per the procedures described in the Contract Documents.
- B. Submit documents per the Specification Sections shown in the following table:

Document Type	Specification Section
Application for Payment	01 29 00
Certified Test Report	01 33 02 for approval of product 01 40 00 to demonstrate compliance
Change Management	01 26 00
Equipment Installation Report	01 75 00
Graphic Documentation	01 33 06

Document Type	Specification Section
Notification by Contractor	01 31 13
Operation & Maintenance Manuals	01 33 04
Product Data	01 33 03
Progress Schedules	01 33 05
Record Data	01 31 13
Request for Information	01 31 13
Schedule of Values	01 29 00
Shop Drawing	01 33 02
Substitutions	01 26 00
Suppliers and Subcontractors	01 31 13 01 33 03

1.07 Electronic Documents Protocol

- A. The parties shall follow the provisions in this Section, referred to as the Electronic Documents Protocol ("EDP"), for exchange of electronic transmittals.
- B. Basic Requirements:
 1. Except as otherwise stated elsewhere in the Contract Documents, the OPT and Contractor will send and accept Electronic Documents sent by Electronic Means using the protocols provided in this Section.
 2. The contents of the information in any Electronic Document will be the responsibility of the transmitting party. Electronic Documents may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, and are subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
 3. Provisions of this Contract regarding Electronic Documents must be incorporated into other agreements or subcontracts on the Project. Nothing in this paragraph reduces or eliminates requirements:
 - a. to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations;
 - b. to comply with any applicable Law or Regulation governing the signing and sealing of design documents and related Modifications or the signing and electronic transmission of any other documents; or
 - c. to comply with the notice requirements.
 4. When sending Electronic Documents by Electronic Means the sending party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or sending Electronic Documents.

C. System Infrastructure for Electronic Document Exchange:

1. Contractor will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost. System Infrastructure must comply with these requirements.
2. The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 100 MB. Attachments larger than that may be exchanged in parts or by using large file transfer functions or physical media.
3. Contractor assumes full and complete responsibility for its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software.
4. Contractor is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
5. Contractor will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect others from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. Contractor will not be liable to others for any breach of system security to the extent that Contractor maintains and operates required security software and systems.
6. In the case of disputes, conflicts, or modifications to the use of Electronic Documents required to address issues affecting System Infrastructure, Contractor and OPT will cooperatively resolve the issues; but, failing resolution, OPT is authorized to make and require reasonable and necessary changes meet its original intent. Contractor may submit a Change Proposal if the changes cause additional cost or time to Contractor that could not have reasonably been anticipated.
7. Contractor and OPT are both responsible for their own back-up and archive of documents sent and received during the term of the contract. Contractor and OPT remain solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract as each party deems necessary for its own purposes.
8. If a Contractor or OPT receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
9. OPT will operate a project information management system (Project Website) for use of OPT and Contractor during the Project for exchange and storage of Project-related

communications and information. Except as otherwise provided in this Contract, use of the Project Website will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information.

D. Software Requirements:

1. OPT and Contractor will each acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the following software formats:

Document	Document Format
Email	.htm, .rtf, or .txt without formatting that impair legibility of content on screen or in printed copies
Submittals	Bluebeam PDF
Applications for Payment	Bluebeam PDF and Microsoft® Excel
Progress Schedules	PDF and Schedule in Schedule in Native Format
Layouts and drawings to be submitted to Owner for future use and modification	Autodesk® AutoCAD .dwg format
Document submitted to OPT for future word processing use and modification	Microsoft® Word
Spreadsheets and data submitted to OPT for future data processing use and modification	Microsoft® Excel
Photographs	.jpg or .jpeg
Videos	.mp4, .mpeg, or .avi

2. Software will be the version currently published at the time Contract is signed, unless a specific software version is listed in the Supplementary Conditions. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or convert to comply with this Section.
3. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

E. Requests by Contractor for Electronic Documents in Other Formats:

1. Release of any Electronic Documents developed during the design process (including Contract Documents, Technical Data, Drawings, and computer models) in formats other than those identified in this Section will be at the discretion of the OPT.
2. To the extent determined by OPT, release of Electronic Documents and other project information requested by Contractor ("Request") in formats other than those

identified in this Section will be subject to the provisions of Owner's response to the Request, and to the following conditions:

- a. The content included in the Electronic Documents covered by the Request was prepared by Design Professional as an internal working document or electronic computer model solely for Design Professional's purposes and not for any construction processes and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, any implied warranties of fitness for any purpose. Contractor is advised and acknowledges that the content may not be suitable for Contractor's application or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Design Professional to Contractor under the Request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and Contractor waives any claims against the Design Professional or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL AND THEIR SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S USE, ADAPTATION, OR DISTRIBUTION OF ANY ELECTRONIC DOCUMENTS PROVIDED UNDER THE REQUEST.**
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Design Professional, unless such distribution is specifically identified in the Request and is limited to the Contractor's subcontractors. Contractor warrants that subsequent use by the Contractor's subcontractors complies with all terms of the Contract Documents and the Owner's response to Request.
3. In the event that Owner elects to provide or directs Design Professional to provide to Contractor any Contractor-requested Electronic Document versions of project information that is not explicitly identified in the Contract Documents as being available to Contractor, Owner shall be reimbursed by Contractor on an hourly basis for any costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Design Professional in accordance with the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 02 SHOP DRAWINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection, or installation of the product without additional detailed information from the Supplier.
- B. Submit Shop Drawings as required by the Contract Documents and as reasonably requested by the Construction Manager to:
 - 1. Record the products incorporated into the Project;
 - 2. Provide detailed information for the products proposed for the Project regarding their fabrication, installation, commissioning, and testing; and
 - 3. Allow the Design Professional to advise the Owner if products proposed for the Project by the Contractor conform, in general, to the design concepts of the Contract Documents.
- C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Shop Drawings, Samples, or mockups.
- D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be approved by Change Order or Field Order.

1.02 QUALITY ASSURANCE

- A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Shop Drawings not meeting these criteria will not be approved.
- B. Demonstrate that the proposed products are in full compliance with the design criteria and requirements of the Contract Documents, or will be if deviations requested per Paragraph 1.10 are approved.
- C. Furnish and install products that fully comply with the information included in the Shop Drawings.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Include Shop Drawings in the Document Register required by Section 01 33 00 "Document Management" to indicate the Shop Drawings to be submitted, the dates on which Shop Drawings are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.
- B. Incorporate the dates for processing Shop Drawings into the Progress Schedule required by Section 01 33 05 "Construction Progress Schedule."
 - 1. Submit Shop Drawings in accordance with the schedule so construction of the Project is not delayed.

2. Submit Shop Drawings for interrelated Work at one time.
 3. Allow adequate time for ordering, fabricating, delivering, and installing products so construction of the Project is not delayed.
- C. Complete the following before submitting a Shop Drawing or Sample:
1. Prepare and review the Shop Drawing or Sample. Coordinate the Shop Drawing or Sample with other Shop Drawings and Samples, with the requirements of the Work, and the Contract Documents;
 2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to Shop Drawings and Samples;
 3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- D. Determine and verify:
1. Field measurements, quantities, and dimensions are shown on the Shop Drawing and are accurate;
 2. Location of existing structures, utilities, and equipment related to the Shop Drawing have been shown and conflicts between the products, existing structures, utilities, and equipment have been identified;
 3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;
 4. Shop Drawing is complete for its intended purpose; and
 5. Conflicts between the Shop Drawing related to the various Subcontractors and Suppliers have been resolved.
- E. Review Shop Drawings prior to submitting to the Construction Manager. Certify that all Shop Drawings have been reviewed by the Contractor and are in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Shop Drawings except for deviations specifically brought to the Construction Manager's attention on an attached Shop Drawing Deviation Request form in accordance with Paragraph 1.11.
- F. Fabrication or installation of any products prior to the approval of Shop Drawings is done at the Contractor's risk. Defective products may be rejected at the Owner's option.
- G. Payment will not be made for products for which Shop Drawings or Samples are required until these are approved by the Construction Manager and Design Professional.

1.04 DOCUMENTATION

- A. Provide adequate information in Shop Drawings and with Samples so the Design Professional can:
 - 1. Assist the Owner in selecting colors, textures, or other aesthetic features.
 - 2. Compare the proposed features of the product with the specified features and advise Owner that the product does, in general, conform to the Contract Documents.
 - 3. Compare the performance features of the proposed product with those specified and advise the Owner that the product does, in general, conform to the performance criteria specified in the Contract Documents.
 - 4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.
- B. Include a complete description of the material or equipment to be furnished, including:
 - 1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;
 - 2. Weights, gauges, materials of construction, external connections, anchors, and supports required;
 - 3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;
 - 4. All applicable standards;
 - 5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;
 - 6. Wiring and piping diagrams and related controls;
 - 7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and
 - 8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.
- C. Submit Shop Drawings that require coordination with other Shop Drawings for fabrication at the same time. Shop Drawings requiring coordination with other Shop Drawings will not be approved until a complete package is submitted, unless approved by the Construction Manager.
- D. Submit information for all of the components and related equipment required for a complete and operational system in one Submittal.
 - 1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.
 - 2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

- A. Provide all required special certifications, reports, and other documentation with the Shop Drawings as specified in the individual Specification Sections which may include:
 - 1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product, when installed, will meet the requirements of the Contract Documents and is part of the Shop Drawing. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Shop Drawing.
 - 2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.
 - 3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.
 - 4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 WARRANTIES AND GUARANTEES

- A. Provide all required warranties, guarantees, and related documents with the Shop Drawing. The effective date of warranties and guarantees will be the date of Substantial Completion.
- B. Identify all extended warranties which are defined as any guarantee of performance for the product or system beyond the one-year correction period described in the General Conditions. Issue the warranty certificate in the name of the Owner. Provide a warranty bond for extended warranties if required by the individual Specification Sections.
- C. Include an additional copy of equipment warranties in operation and maintenance manuals.
- D. Provide a copy of all warranties in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.07 EXTENDED SERVICE AGREEMENTS

- A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to

fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

- B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or warranty provisions specified in the General Conditions.
- C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.
- D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.
- E. Enter into a contract with the service provider and assign the service contract to the Owner on the date Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.
- F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.
- G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.
- H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.08 SHOP DRAWING SUBMITTAL PROCEDURES

- A. Submit Shop Drawings to the Construction Manager. Send all documents in digital format for processing.
 - 1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.
 - 2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Shop Drawing. Provide Samples and color charts per Paragraph 1.09.
 - 3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Shop Drawings for more than one independent system in the same Submittal.
 - 4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.
 - 5. Define abbreviations and symbols used in Shop Drawings.
 - a. Use terms and symbols in Shop Drawings consistent with the Contract Drawings.
 - b. Provide a list of abbreviations and their meaning as used in the Shop Drawings.
 - c. Provide a legend for symbols used on Shop Drawings.

6. Mark Shop Drawings to reference:
 - a. Related Specification Sections;
 - b. Drawing number and detail designation;
 - c. Equipment designation or name;
 - d. Schedule references;
 - e. System into which the product is incorporated; and
 - f. Location where the product is incorporated into the Project.
- B. Use the following conventions to markup Shop Drawings for review:
 1. Make comments and corrections in the color blue. Add explanatory comments to the markup.
 2. Highlight items in black (redact) that are not being furnished when the Supplier's standard drawings or information sheets are provided so that only the products to be provided are in their original color.
 3. Make comments in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action requested of the Design Professional.
 4. Make comments in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Include explanatory comments in the Shop Drawing Deviation Request form.
 5. Mark dimensions with the prefix "FD" to indicate field verified dimensions on the Shop Drawings.
- C. Designate a document as requiring priority treatment to place the review of the Shop Drawing ahead of other Shop Drawings previously delivered. Shop Drawings are typically reviewed in the order received, unless Contractor requests that a different priority be assigned. Priority Shop Drawings will be reviewed before other Shop Drawings already received but not yet reviewed. Use of this priority designation for Shop Drawings may delay the review of Shop Drawings previously submitted. Contractor is responsible for delays resulting from the use of the priority designation status on Shop Drawings.
- D. Complete the certification required by Paragraph 1.03.G.

1.09 SAMPLE AND MOCKUP SUBMITTAL PROCEDURES

- A. Submit color charts and Samples for every product requiring color, texture, or finish selection.
 1. Submit color charts and Samples only after Shop Drawings for the products have been approved.
 2. Deliver all color charts and Samples at one time.
 3. Provide Samples of adequate size to clearly illustrate the functional characteristics of the product, with integrally related parts and attachment devices.

4. Indicate the full range of color, texture, and patterns.
 5. Deliver color charts and Samples to the field office and store for the duration of the Project.
 6. Notify the Construction Manager that color charts and Samples have been delivered for approval using the Notification by Contractor form.
 7. Submit color charts and Samples not less than 30 days prior to when these products are to be ordered or released for fabrication to comply with the Project schedule.
 8. Remove Samples that have not been approved. Submit new Samples following the same process as for the initial Sample until Samples are approved.
 9. Dispose of Samples when related Work has been completed and approved and disposal is approved by the Construction Manager. At Owner's option, Samples will become the property of the Owner.
- B. Construct mockups for comparison with the Work being performed.
1. Construct mockups from the actual products to be used in construction per the detailed specifications.
 2. Construct mockups of the size and in the area indicated in the Contract Documents.
 3. Construct mockups complete with texture and finish to represent the finished product.
 4. Notify the Construction Manager that mockups have been constructed and are ready for approval using the Notification by Contractor form. Allow 2 weeks for Construction Manager to approve of the mockup before beginning the Work represented by the mockup.
 5. Remove mockups that have not been approved. Construct new mockups following the same process as for the initial mockup until mockup is approved.
 6. Protect mockups until Work has been completed and accepted by the Construction Manager.
 7. Dispose of mockups when related Work has been completed and disposal is approved by the Construction Manager.

1.10 REQUESTS FOR DEVIATION

- A. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures.
- B. Provide a Shop Drawing with the Change Proposal that clearly identifies deviations for any product or component of the product that does not fully comply with the Contract Documents using the Shop Drawing Deviation Request form provided by the Construction Manager. Mark deviations on the Shop Drawing per Paragraph 1.08.B.
- C. Include a description of why the deviation is required and the impact on Contract Price or Contract Times. Include the amount of any cost savings to the Owner for deviations that result in a reduction in cost.

- D. Identify each deviation request as a separate item. Include all requested deviations that must be approved as a group together and identify them as a single item.
- E. Construction Manager will issue a Field Order or Change Order to approve acceptable deviations. Approval of a requested Shop Drawing deviation by the Design Professional on the Shop Drawings Deviation Request form indicates approval of the requested deviation only on its technical merits as generally conforming to the Contract Documents. Deviations from the Contract Documents can only be approved by a Modification issued by the Construction Manager.

1.11 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

- A. Shop Drawings will be received by the Construction Manager. Construction Manager will log the documents and forward to the Design Professional for review per this Section for general conformance with the Contract Documents.
 - 1. Design Professional's review and approval will be only to determine if the products described in the Shop Drawing or Sample will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Design Professional's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 - 3. Design Professional's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- B. Comments will be made on items called to the attention of the Design Professional for review and comment. Any marks made by the Design Professional do not constitute a blanket review of the document or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.
 - 1. Design Professional will respond to Contractor's markups by either making markups directly in the Shop Drawing file using the color red or by attaching a Document Review Comments form with review comments keyed to the Drawings or Shop Drawing Deviation Request.
 - 2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:
 - a. Approved: Shop Drawing is found to be acceptable as submitted.
 - b. Approved as Noted: Shop Drawing is approved so long as corrections or notations made by Design Professional are incorporated into the Shop Drawing.
 - c. Not Approved: Shop Drawing or products described are not acceptable.
 - d. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

3. Shop Drawings will also be designated for one of the following actions:
 - a. Documents Filed: Shop Drawing is acceptable without further action and has been filed as a record document.
 - b. Shop Drawing Not Required: A Shop Drawing was not required by the Contract Documents. Resubmit the document per Section 01 33 03 "Product Data."
 - c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.
 - d. Revise and Resubmit: Shop Drawing has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.

Actions "a" through "c" will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Action "d" requires follow up action to close out the review process.

4. Drawings with a significant or substantial number of markings by the Contractor may be marked "Approved as Noted." These drawings are to be revised to provide a clean record of the document. Proceed with ordering products as the documents are revised.
 5. Dimensions or other data that do not appear to conform to the Contract Documents will be marked as "At Variance With" (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with the Contract Documents.
- C. Bring deviations to the Shop Drawings to the attention of the Design Professional for approval by using the Shop Drawing Deviation Request form. Use a single line for each requested deviation so the Status and Action for each deviation can be determined for that requested deviation. If approval or rejection of a requested deviation will impact other requested deviation, then all related deviations should be included in that requested deviation line so the status and action can be determined on the requested deviation as a whole.
 - D. Requested deviations will be reviewed as a possible Modification to the Contract Documents.
 1. A requested deviation will be marked as "Not Approved" if the requested deviation is unacceptable. Contractor is to revise and resubmit the Shop Drawing with corrections for approval.
 2. A Field Order will be issued by the Construction Manager for deviations approved by the Design Professional if the requested deviation is acceptable and if the requested deviation will not result in a change in Contract Price or Contract Times. Requested deviations from the Contract Documents may only be approved by Field Order.
 3. A requested deviation will not be approved if the requested deviation is acceptable but the requested deviation will or should result in a change in Contract Price or Contract Times. Submit any requested deviation that requires a change in Contract

Price or Contract Times as a Change Proposal for approval prior to resubmitting the Shop Drawing.

- E. Contractor is to resubmit a complete Shop Drawing incorporating revisions until it is acceptable and marked "Approved" or "Approved as Noted" and is assigned an action per Paragraph 1.11.B.3 that indicates that the Shop Drawing process is closed.
- F. Information that is submitted as a Shop Drawing that should be submitted as Product Data or other type of document, or is not required may be returned without review, or may be deleted. No further action is required and the Shop Drawing process for this document will be closed.

1.12 RESUBMISSION REQUIREMENTS

- A. Make all corrections or changes required by the Design Professional in the document and resubmit to the Construction Manager until approved.
- B. Resubmit a complete Shop Drawing for each resubmittal. The last approved Shop Drawing must not rely on previous submissions. The final Shop Drawing is to provide a complete record for the Owner's records.
- C. Revise initial drawings or data and resubmit as specified for the reviewed document.
 - 1. Highlight or cloud in green those revisions which have been made in response to the previous reviews by the Design Professional. This will include changes previously highlighted or clouded in yellow to direct attention to Design Professional to items requiring selections, decisions by the Design Professional or highlighted or clouded in orange for a requested deviation from the Contract Documents, or comments in red made by the Construction Manager.
 - 2. Highlight and cloud new items in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action to be taken by the Design Professional.
 - 3. Highlight and cloud new items in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Numbering for these new items is to start with the next number following the last Shop Drawing deviation requested. Include explanatory comments in the Shop Drawing Deviation Request form.
- D. Pay for excessive review of Shop Drawings.
 - 1. Excessive review of Shop Drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that corrections have been made.
 - 2. Review of Shop Drawings or Samples will be an additional service requiring payment by the Contractor if the Contractor submits a substitution for a product for which a Shop Drawing or Sample has previously been approved, unless the need for such change is beyond the control of Contractor.
 - 3. Cost for additional review time will be billed to the Owner by the Design Professional for the actual hours required for the review of Shop Drawings by Design Professional

and in accordance with the rates listed in Section 00 73 00 "Supplementary Conditions."

4. A set-off will be included in each Application for Payment to pay the cost for the additional review. The set-off will be based on invoices submitted to the Owner for these services.
5. Need for more than one resubmission or any other delay in obtaining Design Professional's approval of Shop Drawings will not entitle the Contractor to an adjustment in Contract Price or an extension of Contract Times.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 03 PRODUCT DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Submit Product Data as required by the Contract Documents and as reasonably requested by the Construction Manager. Provide Product Data for all products unless a Shop Drawing is required for the same item.
- B. Submit Product Data to provide documents that allow the Owner to:
 - 1. Record the products incorporated into the Project;
 - 2. Record detailed information about products regarding their fabrication, installation, commissioning, and testing; and
 - 3. Provide replacement or repair of products at some future date.
- C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the receipt or cursory review of Product Data.
- D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be made by an approved Change Order or Field Order.

1.02 QUALITY ASSURANCE

- A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Product Data not meeting these criteria will not be accepted and must be resubmitted.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Product Data is required for the following items:

Specification Section	Product Data Description
31 23 33	Trenching and Backfilling
33 23 23.4	Flowable Fill
33 05 05.31	Hydrostatic Testing
33 12 19	Water Utility Distribution Fire Hydrants
33 31 13.16	HDPE Piping
40 05 61	Gate Valves

- B. Include Product Data in the Document Register required by Section 01 33 00 "Document Management" to indicate the Product Data to be submitted, the dates on which documents are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

- C. Complete the following before submitting Product Data:
 - 1. Prepare Product Data and coordinate with Shop Drawings, Samples, Product Data for related products, and with the requirements of the Contract Documents;
 - 2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information;
 - 3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- D. Determine and verify:
 - 1. Field measurements, quantities, and dimensions are shown on the Product Data and are accurate;
 - 2. Location of existing structures, utilities, and equipment related to the Product Data have been shown and conflicts between the products, existing structures, utilities, and equipment have been brought to the attention of the Construction Manager;
 - 3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;
 - 4. Product Data is complete for its intended purpose; and
 - 5. Conflicts between the Product Data related to the various Subcontractors and Suppliers have been resolved.
- E. Review Product Data prior to submitting to the Construction Manager. Certify that all Product Data has been reviewed by the Contractor and is in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Product Data.

1.04 DOCUMENTATION

- A. Include a complete description of the material or equipment to be furnished, including:
 - 1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;
 - 2. Weights, gauges, materials of construction, external connections, anchors, and supports required;
 - 3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;
 - 4. All applicable standards;
 - 5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;
 - 6. Wiring and piping diagrams and related controls;

7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and
 8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.
- B. Submit information for all components and related equipment required for a complete and operational system in one submittal.
1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.
 2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

- A. Provide all required certifications with the Product Data as specified in the individual Specification Sections:
1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product when installed will meet the requirements of the Contract Documents and is part of the Product Data. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Product Data.
 2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.
 3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.
 4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 WARRANTIES AND GUARANTEES

- A. Provide all required warranties, guarantees, and related documents with the Product Data. The effective date of warranties and guarantees will be the date of Substantial Completion.
- B. Identify all Extended Warranties which are defined as any guarantee of performance for the product or system beyond the one-year correction period described in the General Conditions. Issue the warranty certificate in the name of the Owner. Provide a warranty bond for extended warranties if required by Specification Sections.

- C. Include an additional copy of equipment warranties in operation and maintenance manuals.
- D. Provide a copy of all warranties in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.07 EXTENDED SERVICE AGREEMENTS

- A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.
- B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or Warranty provisions specified in the General Conditions.
- C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.
- D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.
- E. Enter into a contract with the service provider and assign the service contract to the Owner on the date of Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.
- F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.
- G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.
- H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.08 PRODUCT DATA SUBMITTAL PROCEDURES

- A. Submit Product Data to the Construction Manager. Send all documents in digital format for processing.
 - 1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.
 - 2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Product Data.
 - 3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Product Data for more than one system in the same Submittal.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.
5. Define abbreviations and symbols used in Product Data.
 - a. Use terms and symbols in Product Data consistent with the Contract Drawings.
 - b. Provide a list of abbreviations and their meaning as used in the Product Data.
 - c. Provide a legend for symbols used on Product Data.
6. Mark Product Data to reference:
 - a. Related Specification Sections;
 - b. Drawing number and detail designation;
 - c. Equipment designation or name;
 - d. Schedule references;
 - e. System into which the product is incorporated; and
 - f. Location where the product is incorporated into the Project.
- B. Complete the certification required by Paragraph 1.03.E.

1.09 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

- A. Product Data will be received by the Construction Manager, logged, and provided to Owner as the Project record.
 1. Product Data may be reviewed to see that the information provided is adequate for the purpose intended. Product Data not meeting the requirements of Paragraph 1.02 may not be approved.
 2. Product Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.
 3. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Product Data. Contract modifications can only be approved by a Change Order or Field Order.
- B. Construction Manager may take the following action in processing Product Data:
 1. File Product Data as received if the cursory review indicates that the document meets the requirements of Paragraph 1.02. Document will be marked "Filed as Received" and "Documents Filed." No further action is required on that Product Data.
 2. Not approve the Product Data for one of the following reasons:
 - a. The documentation requirements of the Contract Documents indicate that the document submitted as Product Data should have been submitted as a Shop Drawing. The Product Data will be marked "Not Approved" and "Submit as Shop Drawing." No further action is required on this document as Product Data and the Product Data process will be closed. Resubmit the document as a Shop Drawing per Section 01 33 02 "Shop Drawings."

- b. The cursory review indicates that the document does not meet the requirements of Paragraph 1.02. The Product Data will be marked “Not Approved” and “Revise and Resubmit.” Contractor is to resubmit the Product Data until it is acceptable and marked “Filed as Received.” When Product Data is filed, no further action is required and the Product Data process will be closed.
 - c. The Product Data is not required by the Contract Documents nor is applicable to the Project. The Product Data will be marked “Not Approved” and “Cancelled.” No further action is required and the Product Data process will be closed.
- C. Contractor is to resubmit the Product Data until it is acceptable and marked “Filed as Received.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 04 OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Prepare a complete and detailed operation and maintenance manual (manual) for each type and model of equipment or product furnished and installed under this Contract.
- B. Prepare manuals in the form of an instruction manual for the Owner. The manuals are to be suitable for use in providing the operation and maintenance instructions required by Section 01 79 00 "Training of Operation and Maintenance Personnel."
- C. Provide complete and detailed information specifically for the products or systems provided for this Project. Include the information required to operate and maintain the product or system.
- D. Manuals are to be provided in addition to any information packed with or attached to the product when delivered. Remove information packed with or attached to the product and include this information as an attachment to the manual.
- E. Include cost for manuals provided by Suppliers and Subcontractors as described in this Section in the Cost of Work for that equipment item.

1.02 DOCUMENTATION

- A. Submit manuals in accordance with Section 01 33 00 "Document Management." Attach a copy of the Operation and Maintenance Manual Review Report form provided by the Construction Manager to each manual with pertinent information completed.
- B. Provide one preliminary electronic copy of the manual to the Construction Manager for review within 15 days after review of any equipment submittal by the OPT.
- C. Provide one electronic copy and three printed copies of the final manual after:
 - 1. Preliminary manuals have been approved;
 - 2. Field test records have been incorporated into the manual; and
 - 3. Record Documents per Section 01 31 13 "Project Administration" have been approved and have been incorporated in the final manual.
- D. Provide copies of the manufacturer's warranties, guarantees, or service agreements in accordance with Section 01 70 00 "Execution and Closeout Requirements."

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide digital files for each manual as specified in Paragraph 2.02.
 - 1. Use filenames that correspond to the equipment designation shown in the Contract Documents or other equipment designations provided by the OPT.
 - 2. Submit a preliminary version of the electronic manual for review. Provide a final version of the manual incorporating OPT's comments.

- B. Provide printed copies of each manual as specified in Paragraph 2.03.

2.02 ELECTRONIC MANUAL FORMAT

- A. Manual contents are to be submitted in electronic format to the Construction Manager.
- B. Provide individual electronic files for each manual.
 - 1. Maximum file size is 75 MB. If manual is greater than maximum allowable file size, provide individual files for each major section of manual.
 - 2. Acceptable file types for written documents are Portable Document File (PDF) or provide manual text in Microsoft Word. Provide drawings in native format and PDF format. All files must be compatible with the latest software version available.
 - 3. Filename must identify the equipment location, equipment manufacturer, and date equipment placed in service, e.g. JCC1-Pump Room-Manufacturer-200503.pdf.
 - 4. Each electronic file must contain a table of contents at the beginning of the file which includes hypertext links or bookmarks to navigate the file contents per section/chapter.
 - 5. Scanned images of written documents are not acceptable. Document must allow character selection. Text within a file must be transferable to other documents.
 - 6. Drawing files must have the ability to turn on/off drawing layers within the file.

2.03 PRINTED MANUAL FORMAT

- A. Printed copies of each manual are to be submitted as follows:
 - 1. Print manuals on heavy, first quality 8-1/2 x 11 paper.
 - a. Reduce drawings and diagrams to 8-1/2 x 11 paper size.
 - b. When reduction is not practical, fold drawings and place each separately in a clear, super heavy weight, top loading polypropylene sheet protector designed for three-ring binder use. Provide a typed identification label on each sheet protector.
 - c. Punch paper for standard three-ring binders.
 - 2. Place manuals in heavy duty presentation, d-ring binders with clear front, back, and spine covers.
 - 3. Identify each manual by placing a printed cover sheet in the front cover of the binder and as the first page in the manual. The first page is to be placed in a clear polypropylene sheet protector. The information on first page and the cover page are to include:
 - a. Name of Owner;
 - b. Project name;
 - c. Volume number; and
 - d. Table of contents.
 - 4. Insert the name of the Project and volume number into the spine covers.

5. Sheet lifters are to be provided.
6. Minimum size is 2-inch capacity. Maximum size is 3-inch capacity. Fill binders to only three-fourths of its indicated capacity to allow for addition of materials to each binder by the Owner.
7. Provide index tabs for each section of the manual. Indexes are to be constructed of heavy-duty paper with a reinforced binding edge. The designation on each index tab is to correspond to the number and letter assigned in the Table of Contents.
8. Manuals for several products or systems may be provided in the same binder. Correlate the data into related groups when multiple products or systems are included in the same binder.
 - a. Sections for each product or system must be included in the same binder.
 - b. Sections must be in numerical order from volume to volume.

PART 3 - EXECUTION

3.01 MANUAL ORGANIZATION AND CONTENTS

- A. Provide a table of contents listing each section of the manual for each product or system.
 1. Assign a number and letter to each section in the manual.
 - a. The number is to correspond to the Owner's equipment numbering system or other system designated in the Contract Documents.
 - b. The letter assigned will represent the part of the manual, consistent with the manual contents as required by this Section.
 2. Identify each product or system using the nomenclature shown in the Contract Documents. Provide a cross reference to the Owner's numbering system and designations for equipment indicated in the Contract Documents if these are different.
- B. Include only the information that pertains to the product described. Annotate each sheet to:
 1. Clearly identify the specific product or component installed;
 2. Clearly identify the data applicable to the installation; and
 3. Delete or strike through references to inapplicable information.
- C. Supplement manual information with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams.
- D. Manuals for several products or systems may be provided in the same binder.
- E. Fill binders to only three-fourths of its indicated capacity to allow for addition of information by the Owner.

3.02 EQUIPMENT AND SYSTEMS MANUAL CONTENT

- A. Provide the following information in the first tabbed section of each manual:
 1. A description of the unit and component parts and how it functions.

2. Operating instructions for pre-startup, startup, normal operations, regulation, control, shutdown, emergency conditions, and limiting operating conditions.
 3. The sequence of operation by the controls manufacturer. Provide control diagrams by the manufacturer, modified to reflect the as-built, as-installed condition.
 4. Include general assembly contract drawings, sections, and photographic views as necessary to completely depict and properly identify the equipment. Indicate the dimensions, weight, capacity, and design conditions for the equipment.
- B. Include detailed information to allow for the proper installation, calibration, testing, preventative, and corrective maintenance procedures in the second section of the manual or of each section of the manual information if the manual covers a multi-component equipment system. This information should include the following:
1. Maintenance instructions including assembly, installation, alignment, clearances, tolerances, and interfacing equipment requirements, adjustment, and checking instructions. Include any special rigging required to place the equipment into place, and any special test equipment required to place the equipment in service.
 2. A safety subsection which addresses all safety and tag-out procedures necessary to safely operate and maintain the equipment.
 3. Lubrication schedule and lubrication procedures. Include a cross reference for recommended lubrication products.
 4. Troubleshooting guide.
 5. A table showing the schedule of routine maintenance requirements and seasonal work which is not performed at a set frequency. Preventative maintenance tasking must address:
 - a. Daily/weekly inspections performed by operations personnel;
 - b. Routine preventative maintenance scheduled weekly, monthly, quarterly, semi-annually, or annually through major overhauls by maintenance personnel; and
 - c. Predictive maintenance work such as alignment, analysis of the equipment, vibration, flow, oil sampling, etc.
 6. Description of sequence of operation by the control manufacturer.
 7. Warnings for detrimental maintenance practices.
 8. Detailed corrective maintenance procedures including:
 - a. Detail equipment for complete disassembly and assembly;
 - b. Cross-sectional drawings or exploded views with all parts numbered to correspond with the numbers in the parts list to permit identification of the various parts;
 - c. A table of normal clearances, diameters, thickness of new parts, and limits permissible for wearing parts; and
 - d. List torque settings for nuts, bolts, and fasteners when critical to the equipment's performance.

- C. Include all necessary diagrammatic piping and wiring diagrams and miscellaneous contract drawings and equipment in the third section of the manual or of each section of the manual if the manual covers a multi-component equipment system.
- D. Provide spare parts information in the fourth section of the manual including:
 - 1. Part numbers for ordering new parts;
 - 2. Assembly illustrations showing an exploded view of the complex parts of the product;
 - 3. Predicted life of parts subject to wear;
 - 4. List of the manufacturer's recommended spare parts, current prices with effective date, and number of parts recommended for storage;
 - 5. Directory of a local source of supply for parts with company name, address, and telephone number;
 - 6. Complete nomenclature and list of commercial replacement parts; and
 - 7. Complete list of spare parts, spare equipment, tools, and materials that are turned over to the Owner.
- E. Provide statistical information from the original equipment manufacturer as to performance such as pump curves, flow charts insulation resistance, calibration, or test data sheets in the fifth section of the manual, including all field testing records used to verify actual performance.
- F. Provide equipment name plate data installed on equipment and valves and equipment data sheets as required and furnished by the Owner in the sixth section of the manual.
- G. Provide a copy of warranties and the date the warranty expires for equipment in the seventh section of the manual.

3.03 ELECTRICAL AND ELECTRONICS SYSTEMS MANUAL

- A. Provide all of the information listed in Paragraph 3.02 as appropriate and include the following information:
 - 1. Control schematics and point to point wiring diagrams prepared for field installation;
 - 2. Circuit directories of panel boards and terminal strips and as installed color coded wiring diagrams; and
 - 3. Other information as may be required by the individual Specification Sections.

3.04 ARCHITECTURAL PRODUCTS MANUAL

- A. Provide the following information:
 - 1. Information required for ordering replacement products;
 - 2. Instructions for care and maintenance;
 - 3. List of the manufacturer's recommended lubricants;
 - 4. The manufacturer's recommendations for types of cleaning agents and methods;

- 5. Cautions against cleaning agents and methods that are detrimental to the product;
and
- 6. Recommended maintenance and cleaning schedule.
- B. Final balancing reports for mechanical systems.
- C. Other information as may be required by the individual Specification Sections.

3.05 LIST OF SERVICE ORGANIZATIONS

- A. Provide a directory of authorized service organizations with company name, address, telephone number, email address, and the contact person for warranty repair.

END OF SECTION

01 33 05 CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

- A. Prepare and submit a Progress Schedule for the Work and update the schedule on a monthly basis for the duration of the Project.
- B. Provide Progress Schedule in adequate detail to allow Owner to monitor progress and to relate submittal processing to sequential activities of the Work.
- C. Incorporate Contract Milestones into the schedule and show activities leading to achievement of these milestones.
- D. Assume complete responsibility for maintaining the progress of the Work per the Progress Schedule submitted.

1.02 DOCUMENTATION

- A. Submit the schedules to the Construction Manager. Send all documents in digital format for processing.
- B. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.
- C. Provide schedules, schedule updates and revisions to the Construction Manager in electronic format in its originating software and in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management."
- D. Submit a preliminary Progress Schedule at the pre-construction conference.
- E. Submit a detailed Progress Schedule at least 10 days prior to the first payment request.
- F. Submit Progress Schedule updates monthly within 10 days after submitting Applications for Payment to indicate the progress made on the Project to the closing date for the Application for Payment. Failure to submit Progress Schedules will cause delay in the review and approval of subsequent Applications for Payment.

1.03 PROGRESS SCHEDULE REQUIREMENTS

- A. Progress Schedule is to be in adequate detail to:
 - 1. Ensure adequate planning, scheduling, and reporting during the execution of the Work;
 - 2. Ensure the coordination of the Work of the Contractor and the various Subcontractors and Suppliers;
 - 3. Monitor the progress of the Work; and
 - 4. Evaluate the impact of proposed changes to the Contract Times and Project Schedule.
- B. Provide personnel with 5 years' minimum experience in scheduling construction work comparable to this Project. Prepare the Progress Schedule using acceptable scheduling software.

- C. Provide the Progress Schedule in the form of a computer-generated critical path schedule which includes Work to be performed on the Project. It is intended that the Progress Schedule accomplish the following:
 - 1. Give early warning of delays in time for correction.
 - 2. Provide detailed plans for the execution of the Work in the form of future activities and events in sequential relationships.
 - 3. Establish relationships of significant planned Work activities and provide a logical sequence for planned Work activities.
 - 4. Provide continuous current status information.
 - 5. Allow analysis of the Contractor's program for the completion of the Project.
 - 6. Permit schedules to be revised when the existing schedule is not achievable.
 - 7. Log the progress of the Work as it actually occurs.
- D. Provide a time-scaled horizontal bar chart which indicates graphically the Work scheduled at any time during the Project. The chart is to indicate:
 - 1. Complete sequence of construction by activity;
 - 2. Identification of the activity by structure, location, and type of Work;
 - 3. Chronological order of the start of each item of Work;
 - 4. The activity start and stop dates;
 - 5. The activity duration; and production rates used to determine the duration;
 - 6. Successor and predecessor relationships for each activity;
 - 7. A clearly indicated single critical path; and
 - 8. Projected percentage of completion, based on dollar value of the Work included in each activity as of the first day of each month.
- E. Provide a Progress Schedule for Submittals:
 - 1. Indicate the specific dates each document is to be delivered to the Construction Manager.
 - 2. Allow a reasonable time to review each document, taking into consideration the size and complexity of the document, other documents being processed, and other factors that may affect review time.
 - 3. Include time for making revisions to the Shop Drawings and resubmitting the Shop Drawing for at least a second review.
 - 4. Assume a 14-day review cycle for each time a Shop Drawing is submitted for review unless a longer period is indicated in the Contract Documents or provided by the Construction Manager.
 - 5. Contractor is responsible for delays associated with additional time required to review incomplete or erroneous documents and for time lost when documents are submitted for products that do not meet specification requirements.

1.04 PROGRESS SCHEDULE REVISIONS

- A. Revise the Progress Schedule if it appears that the schedule no longer represents the actual progress of the Work.
 - 1. Submit a Plan of Action for schedule recovery if the Progress Schedule or earned value analysis indicates that the Project is more than 30 days behind schedule. The report is to include:
 - a. Number of days behind schedule;
 - b. Narrative description of the steps to be taken to bring the Project back on schedule; and
 - c. Anticipated time required to bring the Project back on schedule.
 - 2. Submit a revised Progress Schedule indicating the action that the Contractor proposes to take to bring the Project back on schedule.
- B. Revise the Progress Schedule to indicate any adjustments in Contract Times approved by a Modification.
 - 1. Include a revised Progress Schedule with Change Proposals if a change in Contract Times is requested.
 - 2. Construction Manager will deem any Change Proposal that does not have a revised Progress Schedule and request for a change in Contract Times as having no impact on the ability of the Contractor to complete the Project within the Contract Times.
- C. Updating the Progress Schedule to reflect actual progress is not considered a revision to the schedule.
- D. Applications for Payment will not be recommended for payment without a revised Progress Schedule and if required, the report indicating the Contractor's plan for bringing the Project back on schedule.

1.05 FLOAT TIME

- A. Define float time as the amount of time between the earliest start date and the latest start date of a chain of activities on the construction schedule.
- B. Float time is not for the exclusive use or benefit of either the Contractor or Owner.
- C. Where several subsystems each have a critical path, the subsystem with the longest time of completion is the critical path and float time is to be assigned to other subsystems.
- D. Schedule completion date must be the same as the Contract completion date. Time between the end of construction and the Contract completion date is float time.

1.06 MODIFICATION OF CONTRACT TIMES

- A. Contract Times cannot be changed by the submission of a Progress Schedule. Contract Times can only be modified by a Change Order or Contract Amendment.
- B. Submit a Change Proposal for any proposed change in Contract Times, and include justification for the change in accordance with the provisions of the Contract Documents.

1.07 NEAR-TERM LOOK AHEAD SCHEDULES

- A. Provide a near-term look ahead schedule (NTLA Schedule) every 30 days, typically at periodic coordination meetings, using the form provided by the Construction Manager which shows the days of planned activity for the following:
 - 1. Submittals to be provided and day of anticipated return;
 - 2. Equipment and material deliveries;
 - 3. Arrival and departure of key construction equipment; and
 - 4. Activities for the Contractor and each Subcontractor.
- B. Coordinate NTLA Schedule with Project Schedule. Submit a report with each NTLA Schedule identifying deviations from the Project Schedule.
- C. Submit a report of near-term work planned in the previous NTLA Schedule that was delayed or not executed by marking actual activity on the previous near term look ahead schedule. Provide explanation of why planned work was not executed and plan to execute in the future and regain time lost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 06 GRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish an adequate number of photographs of the Site to clearly depict the completed Project.
 - 1. Provide a minimum of four different views.
 - 2. Photograph a panoramic view of the entire Site.
 - 3. Photograph all significant areas of completed construction.
 - 4. Do not take completion photographs until all construction trailers, excess materials, trash, and debris have been removed.
 - 5. Employ a professional photographer approved by the Construction Manager to photograph the Project.
- B. Provide video recordings of the Site.
 - 1. Record the condition of all existing facilities in or abutting the construction area (right-of-way) including streets, curb and gutter, utilities, driveways, fencing, landscaping, etc., prior the beginning of construction. Provide one copy of the dated and labeled recording to the Construction Manager before the start of construction. Provide additional recording as directed by the Construction Manager if the recording provided is not considered suitable for the purpose of recording pre-existing conditions.
 - 2. Provide a video recording of the Site after the Project is complete and all construction trailers, excess materials, trash, and debris have been removed. Provide a 360-degree view of the Project from a consistent height and angle.
 - 3. Format must allow photographic still shots to be extracted from the video recording.
- C. All photographs and video recordings are to become the property of the Owner. Photographs or recordings may not be used for public or private publication or display without the written consent of the Owner.
- D. Unmanned Aerial Vehicles used for aerial photography must be registered and piloted by licensed individuals in accordance with Laws and Regulations.

1.02 DOCUMENTATION

- A. Submit photographic documentation in accordance with Section 01 33 00 "Document Management."

1.03 QUALITY ASSURANCE

- A. Provide clear photographs and video recordings taken with proper exposure. View photographs and video recordings in the field and take new photographs or video recordings immediately if photos of an adequate print quality cannot be produced or video

quality is not adequate. Provide photographs with adequate quality and resolution to permit enlargements.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

- A. Provide photographs in digital format with a minimum resolution of 1280x960, accomplished without a digital zoom.
- B. Take photographs at locations acceptable to the Construction Manager.
- C. Provide a digital copy of each photograph taken.
- D. Identify each photograph with:
 - 1. Name of the Project.
 - 2. Date, time, location, and orientation of the exposure.
 - 3. Description of the subject of photograph.

2.02 VIDEO RECORDING

- A. Provide video recordings in digital format that can be played with Windows Media Player in full screen mode without loss of resolution.
- B. Identify Project on video by audio or visual means.
- C. Provide video with file size that does not exceed 1 GB.
- D. Provide video resolution of at least 1080p.
- E. The quality of the video must be adequate to determine the existing conditions of the construction area. Camera panning must be performed while at rest; do not pan the camera while walking or driving. Camera pans should be performed at intervals to clearly view the entire construction area.
- F. Construction stationing is to be annotated in the video.
- G. The entire construction area recording must be submitted at once. Sections submitted separately will not be accepted.
- H. Site components must be video recorded in an organized sequential order with major components identified.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 35 00 SPECIAL PROCEDURES

PART 1 - GENERAL

1.01 CRITICAL OPERATIONS

- A. Owner has identified critical operations that must not be out of service longer than the designated maximum out of service time and/or must be performed only during the designated times. These have been identified in the table below:

Critical Operation	Max. Time Out of Operation	Hours Operation Can Be Shut Down	Liquidated Damages (\$/hour)
Connection to existing elevated storage tank	8 hours	8am-5pm	\$500/hr
Connection to existing water lines	8 hours (each)	8am-5pm	\$500/hr

- B. Submit a written Plan of Action per Section 01 31 13 "Project Administration" for approval for critical operations.
- C. Work affecting critical operations is to be performed on a 24-hour a day basis until Owner's normal operations have been restored.
- D. Provide additional manpower and equipment as required to complete the Work affecting critical operations within the allotted time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 40 00 QUALITY MANAGEMENT

PART 1 - GENERAL

1.01 OVERVIEW

- A. Quality management refers to the overall process of delivering a completed Project to the Owner that complies with the requirements of the Contract Documents. Quality management applies to documentation, products, services, and the Work.
- B. Contractor is responsible for the quality of documentation, products, services, and the Work provided.
 - 1. Contractor is to integrate quality control procedures into the execution of the Work that are adequate to produce a Project that meets the requirements of the Contract Documents, while minimizing loss of time and increased costs. Contractor is solely responsible for time and cost impacts of correcting Defective Work.
 - 2. Contractor is to provide all testing and inspection required to control the quality of the Work in progress to determine that completed Work will comply with the requirements of the Contract Documents.
 - 3. Contractor is to provide verification or acceptance testing as required by the Contract Documents to demonstrate that the completed Work complies with the requirements of the Contract Documents.

1.02 STANDARDS

- A. Provide testing laboratories that comply with the American Council of Independent Laboratories (ACIL) "Recommended Requirements for Independent Laboratory Qualifications."
- B. Perform testing in accordance with the published standards and procedures for testing listed in the Specifications and applicable Laws and Regulations.

1.03 DOCUMENTATION

- A. Provide documentation which includes:
 - 1. Contractor's Quality Management Plan that establishes the methods of ensuring compliance with the Contract Documents. Submit this plan as Product Data per Section 01 31 13 "Project Administration."
 - 2. A statement of qualifications for any proposed testing laboratory that includes a list of the engineers and technical staff that will provide testing services on the Project, descriptions of the qualifications of these individuals, list of tests that can be performed, equipment used with date of last certification, and a list of recent projects for which testing has been performed with references for those projects.
 - 3. Certified Test Reports for products to be incorporated into the Project. Provide reports to indicate that the proposed products comply with the Contract Documents or indicate that the proposed products do not comply with the Contract Documents and why those products do not comply. Submit Certified Test Reports as part of a Shop Drawing submitted per Section 01 33 02 "Shop Drawings."

4. Certified Test Reports for inspections and testing required in this Section and in other Sections of the Specifications. Provide reports to indicate that the Work complies with the Contract Documents or indicate that the Work does not comply with the Contract Documents and why the Work does not comply. Submit these test reports on forms provided by the Construction Manager per Section 01 33 00 "Document Management."
5. Certified Test Reports of Defective Work and Certified Test Reports documenting that successful corrective action has produced Work that complies with the Contract Documents. Maintain a register listing Defective Work and record when corrective action has produced Work that complies with the Contract Documents. Present this Defective Work register as part of the Quality Report at progress meetings as described in Paragraph 1.05.E. Incorporate this register in the closeout documentation per Section 01 70 00 "Execution and Closeout Requirements" to demonstrate that all Defective Work has been corrected.

1.04 OWNER'S QUALITY MANAGEMENT ACTIVITIES

- A. Owner may perform its own verification testing independent of the Contractor to verify the results of the Contractor's Work complies with the requirements of the Contract Documents. Performance or non-performance of verification activities by the Owner:
 1. Does not relieve the Contractor of its responsibility to provide Work and furnish products that comply with the requirements of the Contract Documents;
 2. Does not relieve the Contractor of its responsibility to provide adequate quality control measures to produce quality documents, products, services, or Work;
 3. Does not relieve the Contractor of its responsibility for damage to or loss of Work or products before Owner's acceptance; and
 4. Does not affect the continuing rights of the Owner after acceptance of the completed Work.
- B. The Work is subject to observations or testing at any time by the OPT. Products which have been tested or inspected and accepted by the Owner at a supply source or staging area may be inspected or tested again by the OPT before, during, or after incorporation into the Work and rejected if products do not comply with the Contract Documents.
- C. Verification testing performed by the OPT will be paid for by the Owner, except for testing related to Defective Work as discussed in Paragraph 3.03.

1.05 CONTRACTOR'S RESPONSIBILITIES

- A. Provide a Contractor's Quality Control Plan (CQCP) outlining testing to be provided by the Contractor per Paragraph 1.07.
- B. Implement the CQCP to provide Work that complies with the requirements of the Contract Documents.
 1. Provide quality documents meeting the requirements of the Contract Documents.
 2. Provide services meeting the requirements of the Contract Documents.

3. Provide the services of a Construction Materials Inspection and Testing (CMIT) provider meeting the requirements of this Section to provide testing required by the Contract Documents to demonstrate that products proposed for the Project in Shop Drawings and Product Data fully comply with the Contract Documents.
4. Inspect and test products to be incorporated into the Project to identify defects before installing them. Do not install Defective products. Conspicuously mark Defective products and remove from the Site. If products are installed before the defect is recognized, remove the Defective products, mark them as Defective and remove them from the Site when the defect is recognized.
5. Integrate production quality control measures into construction activities to produce Work meeting the requirements of the Contract Documents. Inspect self-performed Work and the Work of Subcontractors and Suppliers to identify defects. Correct or replace Defective Work.
6. Provide facilities, equipment, and Samples required for inspections and tests.
 - a. Give the Construction Manager adequate notice before proceeding with Work that would interfere with inspections or testing.
 - b. Notify the Construction Manager and CMIT provider prior to the time that testing is required, providing adequate lead time to allow arrangements for inspections or testing to be performed.
 - c. Do not proceed with Work that would impact the ability to correct defects, or with Work that would require that it be removed to correct defects, until testing is complete, and test results indicate that the corrected Work is acceptable.
 - d. Provide safe access for all CMIT activities, including those to be conducted by the OPT.
 - e. Cooperate fully with the performance of sampling, inspection, and testing. Provide personnel to assist with sampling or to assist in making inspections and field tests.
 - f. Provide Samples and products in adequate quantities for testing at the Site or at the production source of the product for testing.
 - g. Provide facilities required to store and cure test Samples.
 - h. Provide adequate lighting for inspections.
- C. Perform tests as indicated in Contract Documents. All verification testing is to be observed by the Construction Manager or its designated representative.
- D. Submit test reports to the Construction Manager.
- E. Provide an update on quality control activities performed the previous month and planned for the coming month at monthly progress meetings required by Section 01 31 13 "Project Administration."
- F. Determine testing or inspections required to implement the CQCP. Include costs for additional testing and inspections required to meet the Contractor's quality control obligations in the Contract Price.

1.06 CONTRACTOR'S QUALITY CONTROL MANAGER

- A. Provide a Quality Control Manager for the Project. Quality Control Manager must have authority to reject Defective Work, redirect the efforts of the Contractor, Subcontractor and Suppliers to correct Defective Work, and implement steps to prevent future Defective Work.
- B. The resident superintendent or an approved assistant can serve as Quality Control Manager, provided other duties will allow adequate time to serve in this capacity.

1.07 CONTRACTOR'S QUALITY CONTROL PLAN

- A. Provide a CQCP that describes testing and inspections for Work performed at the Site and at remote locations. Include Work by Subcontractors and Suppliers. The CQCP is to include:
 - 1. A description of the quality control organization, including an organization chart showing lines of authority to control the quality of Work.
 - 2. Documentation describing name, qualifications (in resume format), duties, responsibilities, and level of authority of the Quality Control Manager.
 - 3. The name, qualifications (in resume format), duties, responsibilities, and authorities of other persons assigned a quality control function.
 - 4. Procedures for scheduling, reviewing, certifying, and managing documentation including documentation provided by Subcontractors and Suppliers.
 - 5. Control, verification, and acceptance testing procedures for each specific test. Include:
 - a. Name of tests to be performed;
 - b. Specification paragraph requiring test;
 - c. Parameters of Work to be tested;
 - d. Test frequency;
 - e. Persons responsible for each test; and
 - f. Applicable industry testing standards and laboratory facilities to be used for the test.
 - 6. Procedures for tracking and documenting quality management efforts per Paragraph 1.03.
 - 7. Reporting procedures which incorporate the use of forms provided by the Construction Manager.
 - 8. The name of the proposed testing laboratories along with documentation of qualifications per Paragraph 1.03.
- B. Use the Contractor's Quality Control Plan Checklist provided by the Construction Manager to review the CQCP before submitting and include a copy of the completed checklist with the CQCP. Do not begin Work until the CQCP is accepted. Submit an interim plan covering only the portion of Work to be performed if the Contractor plans to begin Work prior to submitting the complete CQCP for the Project. Do not begin Work on other parts of the Project until the complete CQCP is accepted.

- C. Meet with the OPT 7 days after CQCP is submitted and before start of construction to discuss the CQCP.
- D. Notify the Construction Manager of any changes to the CQCP or quality control personnel.

1.08 CONTRACTOR'S USE OF OWNER'S TEST REPORTS

- A. Contractor will receive copies of all test reports documenting the Owner's verification tests. Contractor is entitled to rely on the accuracy of these tests results and use these as part of its quality control efforts.

1.09 LIMITATION OF AUTHORITY OF THE TESTING LABORATORY

- A. The testing laboratory representatives are limited to providing testing services and interpreting the results of the test performed.
- B. The testing laboratory is not authorized to:
 - 1. Alter the requirements of the Contract Documents;
 - 2. Accept or reject any portion of the Work;
 - 3. Perform any of the duties of the Contractor; or
 - 4. Direct or stop the Work.

1.10 TEST REPORTS

- A. Certified Test Reports are to be prepared for all tests.
 - 1. Tests performed by testing laboratories may be submitted on their standard test report forms if acceptable to the Owner using the process directed by the Construction Manager. These reports must include the following:
 - a. Name of the Owner, Project title and number, and name of the Contractor;
 - b. Name, address, and telephone number of the laboratory;
 - c. Name and signature of the laboratory personnel performing the test;
 - d. Description of the product being sampled or tested;
 - e. Date and time of sampling, inspection, and testing;
 - f. Date the report was issued;
 - g. Description of the test performed;
 - h. Weather conditions and temperature at time of test or sampling;
 - i. Location at the Site or structure where the test was taken;
 - j. Standard or test procedure used in making the test;
 - k. A description of the results of the test;
 - l. Statement of compliance or non-compliance with the Contract Documents; and
 - m. Interpretations of test results, if appropriate.

2. Submit reports on tests performed by the Contractor, Subcontractors, or Suppliers as directed by the Construction Manager.
 - B. Submit test reports as directed by the Construction Manager within 24 hours of completing the test. Flag tests reports with results that do not comply with Contract Documents for immediate attention. Notify the Construction Manager, using acceptable means other than the test report, immediately of any test that fails to comply with the Contract Documents.
- 1.11 DELIVERY, STORAGE, AND HANDLING
- A. Handle and protect test specimens of products and construction materials at the Site in accordance with recognized test procedures. Provide facilities for storing, curing, and processing test specimens as required by test standards to maintain the integrity of Samples. Transport test specimens in a manner to prevent damage to specimens while in transit.

PART 2 - PRODUCTS

2.01 TESTING APPARATUS

- A. Furnish testing apparatus and related accessories necessary to perform the tests.

2.02 SAMPLE PRODUCTS

- A. Provide Samples of products in adequate quantity for testing.

PART 3 - EXECUTION

3.01 IMPLEMENTING CONTRACTOR'S QUALITY CONTROL PLAN

- A. Perform quality control observations and testing as required in each Section of the Specifications and where indicated on the Drawings.
- B. Include the phases listed below for each definable work task. A definable work task is one which is separate and distinct from other tasks, has separate control requirements, may be provided by different trades or disciplines, or may be work by the same trade in a different environment.
 1. Planning Phase: Perform the following before beginning each definable work task:
 - a. Review the Contract Documents.
 - b. Review documents the Contractor will submit and determine that they are complete in accordance with the Contract Documents.
 - c. Check to ensure that all materials and/or equipment have been tested, submitted, and approved.
 - d. Examine the work area to ensure that all required preliminary Work has been completed and complies with the Contract Documents.
 - e. Examine required materials, equipment, and sample Work to ensure that they are on hand, conform to Contract Documents, Shop Drawings and Product Data, and are properly stored.

- f. Review requirements for quality control inspection and testing.
 - g. Discuss procedures for controlling quality of the Work. Document construction tolerances and workmanship standards for the work task.
 - h. Check that the portion of the plan for the Work to be performed incorporates document review comments.
 - i. Discuss results of planning phase with the Construction Manager. Conduct a meeting attended by the Construction Manager, Quality Control Manager, superintendent, other quality control personnel as applicable, and the foreman responsible for the work task. Instruct applicable workers as to the acceptable level of workmanship required to meet the requirements of the Contract Documents. Document the results of the planning phase actions by separate meeting minutes prepared by the Quality Control Manager and attached to the quality control report.
 - j. Do not move to the next phase unless results of investigations required for the planning phase indicate that requirements have been met.
2. Work Phase: Complete this phase after the planning phase.
- a. Notify the Construction Manager at least 1 week in advance of beginning the Work and discuss the review of the planning phase effort to indicate that requirements have been met.
 - b. Check the Work to ensure that it is in full compliance with the Contract Documents.
 - c. Verify adequacy of controls to ensure full compliance with the Contract Documents. Verify required control inspection and testing is performed.
 - d. Verify that established levels of workmanship meet acceptable workmanship standards. Compare with required Sample panels as appropriate.
 - e. Repeat the work phase for each new crew to work on-site, or any time acceptable specified quality standards are not being met.
3. Follow-Up Phase: Perform daily checks to ensure control activities, including control testing, are providing continued compliance with contract requirements.
- a. Make checks daily and record observations in the quality control documentation.
 - b. Conduct follow-up checks and correct all defects prior to the start of additional work tasks that may be affected by the Defective Work. Do not build upon nor conceal Defective Work.
 - c. Conduct a review of the Work at least 1 month prior to the expiration of the correction period prescribed in the General Conditions with the OPT. Correct defects as noted during the review.
- C. Conduct additional planning and work phases if:
- 1. The quality of on-going Work is unacceptable;
 - 2. Changes are made in applicable quality control staff, on-site production supervision, or crews;

3. Work on a task is resumed after a substantial period of inactivity; or
4. Other quality problems develop.

3.02 DEFECTIVE WORK

- A. Immediately correct any Defective Work or notify the Construction Manager why the Work is not to be corrected immediately and when corrective action will be completed.
- B. Work performed that is connected or adjacent to Defective Work or Work that would have to be removed to correct Defective Work is also considered to be Defective. Contractor is responsible for all costs associated with replacing any acceptable Work that must be removed, or might be damaged by corrective actions.
- C. Document Defective Work, corrective actions taken to correct defects, and that corrected Work complies with the Contract Documents.
- D. Implement countermeasures to prevent future Defective Work.
- E. No payment will be made for Defective Work. Remove Work from the Application for Payment if Work paid for on a previous Application for Payment is found to be Defective.
- F. Owner will withhold payment for Defective Work or Work that has not been tested or inspected in accordance with the CQCP or the Contract Documents.

3.03 VERIFICATION TESTING FOR CORRECTED DEFECTS

- A. Provide verification testing on corrected Work when corrective action is complete to demonstrate that the corrected Work complies with the Contract Documents. Conduct the same tests or inspections used to determine that the original Work was Defective. Different tests or methods may be used if approved by the Owner. Document that Defective Work has been corrected with the Construction Manager.
- B. Pay for verification testing until Work meets quality requirement set forth in the Contract Documents. OPT may perform verification testing as part of the Owner's Quality Management Program and impose a set-off to recover the cost for this testing.

END OF SECTION

01 57 00 TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide labor, materials, equipment, and incidentals necessary to construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.
- B. Construct temporary impounding works, channels, diversions, furnishing, and operation of pumps, installing piping and fittings, and other construction for control of conditions at the Site. Remove temporary controls at the end of the Project.

1.02 DOCUMENTATION

- A. Provide Shop Drawings in accordance with Section 01 33 02 "Shop Drawings."
- B. Provide copies of notices, records, and reports required by the Contract Documents or Laws and Regulations as Product Data in accordance with Section 01 31 13 "Project Administration."

1.03 QUALITY ASSURANCE

- A. Construct and maintain temporary controls with adequate workmanship using durable materials to provide effective environmental management systems meeting the requirements of the Contract Documents and Laws and Regulations. Use materials that require minimal maintenance to prevent disruption of construction activities while providing adequate protection of the environment.
- B. Periodically inspect systems to determine that they are meeting the requirements of the Contract Documents.

1.04 POLLUTION CONTROL

- A. Prevent the contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.
- B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.
 - 1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-site locations in an acceptable manner.
 - 2. Excavate contaminated soil and dispose at an off-site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.
 - 3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal site.

4. Comply with Laws and Regulations regarding the disposal of pollutants.
- C. Groundwater or run-off water which has come into contact with noxious chemicals, sludge, or contaminated soil is considered contaminated. Do not allow contaminated water to enter streams or water courses, leave the Site in a non-contained form, or enter non-contaminated areas of the Site.
 1. Construct temporary holding ponds or take other precautions and measures as required to contain the contaminated water and pump to a designated storage area.
 2. Wash any equipment used for handling contaminated water or soil within contaminated areas three times with uncontaminated water prior to using such equipment in an uncontaminated area. Dispose of wash water used to wash such equipment as contaminated water.

1.05 EARTH CONTROL

- A. Remove excess soil, spoil materials, and other earth not required for backfill. Control stockpiled materials to eliminate interference with Contractor and Owner's operations.
- B. Dispose of excess earth off the Site. Provide written approval from the property owner for soils deposited on private property as Product Data per Section 01 31 13 "Project Administration." Obtain approval of the OPT if this disposal impacts the use of Site or other easements.

1.06 AIR POLLUTION CONTROL

- A. Air Pollution Watch Days:
 1. Air Pollution Watch Days (APWD) may occur in the following times:
 - a. Typical Ozone Season: May 1 through October 31.
 - b. Critical Emission Time: 6:00 a.m. to 10:00 a.m.
 2. Watch Days:
 - a. State or local environmental regulatory agencies, in coordination with the National Weather Service, may designate the following day as an APWD by 3:00 p.m. on the prior afternoon.
 - b. Begin work after 10:00 a.m. on designated APWD if work requires the use of heavy construction equipment for run times in excess of 1 hour prior to 10:00 a.m. Heavy construction equipment may be used prior to 10:00 a.m. if equipment is certified by EPA as "Low Emitting" or equipment burns Ultra Low Sulfur Diesel (ULSD), diesel emulsions, or alternative fuels such as CNG.
- B. Obtain air permit for construction activities per requirements of Laws and Regulations.

1.07 TEMPORARY STORMWATER POLLUTION CONTROL

- A. Provide temporary stormwater pollution control per Section 01 57 23 "Temporary Stormwater Pollution Control."

1.08 MANAGEMENT OF WATER

- A. Manage water resulting from rains or ground water at the Site. Maintain trenches and excavations free of water at all times.
- B. Lower the water table in the construction area by acceptable means if necessary to maintain a dry and workable condition at all times. Provide drains, sumps, casings, well points, and other water control devices as necessary to remove excess water.
- C. Provide continuous operation of water management actions. Maintain standby equipment to provide proper and continuous operation for water management.
- D. Ensure that water drainage does not damage adjacent property. Divert water into the same natural watercourse in which its headwaters are located, or other natural stream or waterway as approved by the Owner. Assume responsibility for the discharge of water from the Site.
- E. Remove the temporary construction and restore the Site in a manner acceptable to the Construction Manager and to match surrounding material at the conclusion of the Work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide materials that comply with Laws and Regulations.

PART 3 - EXECUTION

3.01 CONSTRUCTING, MAINTAINING, AND REMOVING TEMPORARY CONTROLS

- A. Construct temporary controls in accordance with Laws and Regulations.
- B. Maintain controls in accordance with regulatory requirements where applicable or in accordance with the requirements of the Contract Documents.
- C. Remove temporary control when no longer required, but before the Project is complete. Correct any damage or pollution that occurs as the result of removing controls while they are still required.

END OF SECTION

01 57 23 TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish labor, materials, equipment, and incidentals necessary to provide stormwater pollution prevention for the duration of the construction period including furnishing, installing, and maintaining erosion and sediment control structures and procedures and properly removing the features when no longer required.
- B. Develop, implement, and maintain a stormwater pollution prevention plan (SWPPP) in compliance with local, state, and federal Laws and Regulations. Provide preventive measures to keep sediment and other pollutants from the construction activity from entering any stormwater system, including open channels.
- C. Comply with all requirements of the Oklahoma Department of Environmental Quality (ODEQ) General Permit OKR10 for storm water discharges from construction activities under the Oklahoma Pollutant Discharge Elimination System (OPDES).
- D. File all required legal notices and obtain required permits prior to beginning any construction activity.
- E. This Section provides guidelines and Best Management Practices information for the Contractor to use in adhering to all local, state, and federal environmental Laws and Regulations with respect to stormwater pollution prevention during construction activities.

1.02 DOCUMENTATION

- A. Documentation must be provided in accordance with Section 01 33 00 "Document Management."
- B. Submit copies of required notices and reports to the Construction Manager as Product Data in accordance with Section 01 33 03 "Product Data." Retain copies of these documents at the Site for review and inspection by the OPT or regulatory agencies at all times.
- C. Submit copies of required notices to local, state, and federal authorities and any other entity as required by the General Permit and applicable Laws and Regulations.
- D. Post a copy of required notices at the Site in a location where it is readily available for viewing by the general public and local, state, and federal authorities prior to starting construction activities and maintain the posting until completion of the construction activities.
- E. Maintain copies of a schedule of major construction activities, inspection reports, and revision documentation with the SWPPP required under the General Permit.
- F. Provide schedules in accordance with Paragraph 3.05.

1.03 QUALITY ASSURANCE

- A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Drawings are not intended to be prescriptive but rather to convey

the intent to provide complete slope protection, erosion control, and stormwater pollution prevention for both the Owner's property and adjacent properties.

- B. Perform Work to comply with "Best Practices" as established by ODEQ or the local agency of jurisdiction.
- C. Contractor must develop and implement a SWPPP in accordance with the General Permit prior to the beginning of construction activity
- D. Contractor assumes sole responsibility for implementing, updating, and modifying the General Permit per Laws and Regulations for the SWPPP and Best Management Practices.
- E. Stormwater pollution prevention measures must be established prior to the beginning of construction and maintained during the entire length of construction until final stabilization has been achieved for the area protected.
- F. All land-disturbing activities must be planned and conducted to minimize the area to be exposed at any one time as well as time of exposure, off-site erosion, sedimentation, and adverse water quality impacts.
- G. Surface water runoff originating upgrade of an exposed area must be managed to minimize erosion and sediment loss during the period of exposure.
- H. Install measures to control both the velocity and rate of release so as to minimize erosion and sedimentation of the receiving water body (i.e. , ditch, channel, stream) in accordance with regulatory requirements and as directed by the OPT.
- I. Periodically clean out and dispose of all sediment and other pollutants as necessary to maintain adequate treatment capacity of each pollution control feature. Clean out and properly dispose of all sediment and other stormwater pollutants at the time of completion of the Work.

1.04 JOB CONDITIONS, CODES AND ORDINANCES

- A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional stormwater pollution prevention measures during construction beyond those required by state and federal Laws and Regulations, the Contractor must provide such measures at no additional cost.

1.05 STANDARDS

- A. The applicable provisions of the following standards apply as if written here in their entirety:
 - 1. ASTM International (ASTM):

ASTM D4632	Standard Test Method for Grab Breaking Load and Elongation of Geotextiles, 90 pounds
ASTM D4833	Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 60 pounds
ASTM D3786	Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 280 psi
ASTM D4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 70 (max) to No. 100 (min)

ASTM D4355	Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All materials used for stormwater pollution prevention must meet the minimum design and specification requirements for commonly used sediment loss prevention and meeting all regulatory requirements. The Contractor must use appropriate control devices to protect against stormwater pollution from construction site activities.

PART 3 - EXECUTION

3.01 PREPARATION

- B. Comply with the current requirements of ODEQ General Permit OKR10 (General Storm Water Permit) set forth by the Oklahoma Department of Environmental Quality for the duration of the Project:
 1. Develop a Storm Water Pollution Prevention Plan meeting all requirements of the General Storm Water Permit.
 2. Submit of a Notice of Intent to the Oklahoma Department of Environmental Quality.
 3. Develop and implement appropriate Best Management Practices as established by local agencies of jurisdiction.
 4. Provide all monitoring and/or sampling required for reporting to the Oklahoma Department of Environmental Quality.
 5. Submit reports to the Oklahoma Department of Environmental Quality as required as a condition of the permit.
 6. Submit copies of the reports to the Engineer as Record Data in accordance with Section 01 33 00 "Submittal Procedures."
 7. Retain copies of these documents at the Site at all times for review and inspection by the Owner or regulatory agencies. Post a copy of the permit as required by regulations.
 8. Pay all costs associated with complying with the provisions of the General Storm Water Permit. Assume solely responsible for implementing, updating, and modifying the General Storm Water Permit per regulatory requirements the Storm Water Pollution Prevention Plan and Best Management Practices.
- C. Use forms required by the Oklahoma Department of Environmental Quality to file the Notice of Intent. Submit the Notice of Intent at least 2 days prior to the start of construction. Develop the Storm Water Pollution Prevention Plan prior to submitting the Notice of Intent. Provide draft copies of the Notice of Intent, Storm Water Pollution Prevention Plan, and any other pertinent Oklahoma Department of Environmental Quality

submittal documents to Owner for review prior to submittal to the Oklahoma Department of Environmental Quality.

- D. Return any property disturbed by construction activities to either specified conditions or pre-construction conditions as set forth in the Contract Documents. Provide an overall erosion and sedimentation control system that will protect all undisturbed areas and soil stockpiles/spoil areas. Implement appropriate Best Management Practices and techniques to control erosion and sedimentation and maintain these practices and techniques in effective operating condition during construction. Permanently stabilize exposed soil and fill as soon as practical during the Work.
- E. Assume sole responsibility for the means, methods, techniques, sequences, and procedures for furnishing, installing, and maintaining erosion and sedimentation control structures and procedures and overall compliance with the General Storm Water Permit. Modify the system as required to effectively control erosion and sediment.
- F. Retain copies of reports required by the General Storm Water Permit for 3 years from date of final completion.
- G. OPT may require Contractor to install stormwater pollution prevention devices and/or practices during construction in addition to those required under the approved SWPPP. Contractor must remain solely responsible for complying with all local, state, and federal Laws and Regulations.

3.02 INSTALLATION

- A. Erosion control blankets to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following installation criteria:
 - 1. Prior to the installation of any erosion control matting, all rocks, dirt clods, stumps, roots, trash, and any other obstructions that would prevent the mat from lying in direct contact with the soil must be removed.
 - 2. Anchor trenching must be located along the entire perimeter of the installation area, except for small areas with less than 2 percent slope.
 - 3. Installation and anchoring must conform to the recommendations shown within the manufacturer's published literature for the erosion control blanket.
 - 4. Anchors (staples) must be a minimum of 6 inches in length and 1 inch wide. They must be made of 11-gauge wire, or equivalent, unless the ECB is intended to remain in place with final stabilization and biodegrade.
 - 5. Particular attention must be paid to joints and overlapping material. Overlap along the sides and at the ends of ECBs should be per the manufacturer's recommendations for site conditions and the type of ECB being installed. At a minimum, the end of each roll of ECB must overlap the next roll by 3 feet and the sides of rolls must overlap 4 inches.
 - 6. After installation, check blankets for uniform contact with the soil, security of the lap joints, and flushness of the staples with the ground.
- B. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following installation criteria:
 - 1. Construct fences along a line of constant elevation (along a contour line if possible).

2. Maximum drainage area must be 0.25 acres per 100 linear feet of silt fence.
 3. Maximum flow to any 20-foot section of silt fence must be 1 cfs.
 4. Maximum distance of flow to silt fence must be 200 feet or less. If the slope exceeds 10 percent, the flow distance must be less than 50 feet.
 5. Maximum slope adjacent to the fence must be 2:1.
 6. Stone overflow structures or other outlet control devices must be installed at all low points along the fence or spaced at approximately 300 feet if there is no apparent low point.
 7. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel to prevent bypass of runoff under the fence. Fabric must overlap at abutting ends a minimum of 3 feet and must be joined such that no leakage or bypass occurs. If soil conditions prevent a minimum toe-in depth of 6 inches or installation of support post to depth of 12 inches, silt fences must not be used.
 8. Sufficient room for the operation of sediment removal equipment must be provided between the silt fence and other obstructions in order to properly maintain the fence.
 9. The last 10 feet (or more) at the ends of a line of silt fence must be turned upslope to prevent bypass of stormwater. Additional upslope runs of silt fence may be needed every 200 to 400 linear feet, depending on the traverse slope along the line of silt fence.
- C. Inlet protection for new developments that include new inlets or roads with new curb inlets or during repairs to existing roadways are subject to the following installation criteria:
1. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), when installing inlet protection on publicly traveled streets or in developed areas. Ensure that inlet protection is properly designed, installed, and maintained to avoid flooding of the roadway or adjacent properties and structures.
 2. Maximum depth of flow must be 8 inches or less.
 3. A 2-inch overflow gap or weir is required on all curb inlet protection devices.
 4. Positive drainage is critical in the design of inlet protection. If overflow is not provided for at the inlet, excess flows must be routed through established swales, streets, or other watercourses to minimize damage due to flooding.
 5. Filter Fabric Protection:
 - a. Filter fabric protection is appropriate where the drainage area is less than 1 acre and the basin slope is less than 5 percent.
 - b. Filter fabric, posts, and wire mesh must meet the material requirements specified in Paragraph 2.01.a.
 - c. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel. This entrenchment prevents any bypass of runoff under the fence.

- d. Stone overflow structures must be installed where flow to the inlet is concentrated and more than 1 cfs according to the criteria in Paragraph 2.01.
- 6. Block and Gravel Protection (Curb and Drop Inlets):
 - a. Concrete blocks are to be placed on their sides in a single row around the perimeter of the inlet, with ends abutting.
 - b. Openings in the blocks should face outward, not upward. 1/2-inch by 1/2-inch wire mesh must then be placed over the outside face of the blocks covering the holes.
 - c. Filter stone must then be piled against the wire mesh to the top of the blocks with the base of the stone being a minimum of 18 inches from the blocks.
 - d. Alternatively, where loose stone is a concern (streets, etc.), the filter stone may be placed in appropriately sized geotextile fabric bags.
- 7. Excavated Impoundment Protection:
 - a. Excavated impoundment protection is only applicable to drop inlets.
 - b. It should not be applied to Y inlets because it will undermine the concrete pad surrounding the inlet opening. Nor can it be used for inlets on pavement.
 - c. With this protection method, it is necessary to install weep holes to allow the impoundment to drain completely.
 - d. The impoundment must be sized such that the volume of excavation is equal to or exceeds the runoff volume from the temporary control design storm (2-year, 24-hour) for the inlet's drainage area.
 - e. The trap must have a minimum depth of 1 foot and a maximum depth of 2 feet as measured from the top of the inlet and must have side slopes of 2:1 or flatter.
- 8. Organic Filter Tube Protection (Curb and Drop Inlets):
 - a. Organic filter tubes may be used on paved or unpaved surfaces. On paved surfaces, tubes must be secured in place by rock bags. On unpaved surfaces, the tubes must be embedded in the ground a minimum of 3 inches and staked at 4-foot spacing.
 - b. Designer must provide calculations and specify the diameter of tube to be used based on the inlet's drainage area and the flow rate of runoff to the inlet.
 - c. The minimum allowable diameter is 12 inches.
 - d. For curb protection, the diameter of the tube must be at least 2 inches less than the height of the inlet opening. The tube should not be allowed to block the entire opening, since it will clog.
 - e. The tube must be placed on 4-inch by 4-inch or 2-inch by 4-inch wire mesh to prevent the tube from sagging into the inlet. The tube should be long enough to extend a minimum of 12 inches past the curb opening on each side of the inlet.

- D. Stone outlet sediment traps (excavated or bermed) for situations where flows are concentrated in a drainage swale or channel are subject to the following installation criteria:
1. The maximum drainage area contributing to the trap must be less than 10 acres for the excavated trap, and 5 acres or less for the bermed trap. For larger drainage areas a sediment basin must be used.
 2. The minimum storage volume must be the volume of runoff from the temporary control design storm (2-year, 24-hour) for the sediment trap's drainage area.
 3. The surface area of the design storage must be 1 percent of the area draining to the device.
 4. The maximum embankment height must be 6 feet as measured from the toe of the slope on the downstream side.
 5. Minimum width of the embankment at the top must be 2 feet.
 6. Embankment slope must be 1:5:1 or flatter.
 7. The embankment must have a depressed area to serve as the outlet with a minimum width of 4 feet.
 8. A 6-inch minimum thickness layer of 1-1/2-inch filter stone must be placed on the upstream face of the embankment when stormwater runoff contains fine silt and clay particles.
 9. The embankment must consist of stone riprap or a combination of compacted fill with stone riprap. The stone may be enclosed in wire mesh or a gabion basket and anchored to the channel bottom to prevent washing away.
 10. Fill must be placed in 8-inch loose lifts (maximum) and compacted to 95 percent Standard Proctor Density at optimum moisture content using ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 11. Geotextile fabric, covered with a layer of stone, must extend past the base of the embankment on the downstream side a minimum of 2 feet.
 12. The outlet must be designed to have a minimum freeboard of 6 inches at design flow.
- E. Check dams for long drainage swales or ditches to reduce erosive velocities are subject to the following installation criteria:
1. Typically, the dam height should be between 9 inches and 36 inches, depending on the material of which they are made. The height of the check dam must always be less than one-third the depth of the channel.
 2. Dams should be spaced such that the top of the downstream dam is at the same elevation as the toe of the upstream dam. On channel grades flatter than 0.4 percent, check dams should be placed at a distance that allows small pools to form between each check dam.
 3. The top of the side of the check dam must be a minimum of 12 inches higher than the middle of the dam. In addition, the side of the dams must be embedded a minimum of 18 inches into the side of the drainage ditch, swale or channel to minimize the potential for flows to erode around the side of the dam.

4. Larger flows (greater than 2-year, 24-hour design storm) must pass the check dam without causing excessive upstream flooding.
 5. Check dams should be used in conjunction with other sediment reduction techniques prior to releasing flow off-site.
 6. Rock Check Dams: Rock check dams must have a minimum top width of 2 feet with side slopes of 2:1 or flatter.
 7. Rock Bag Check Dams:
 - a. Rock bag check dams should have a minimum top width of 16 inches.
 - b. Bag length must be 24 to 30 inches, width must be 16 to 18 inches, and thickness must be 6 to 8 inches and having a minimum weight of 40 pounds.
 - c. Minimum rock bag dam height of 12 inches would consist of one row of bags stacked on top of two rows of bag. The dam must always be one more row wide than it is high, stacked pyramid fashion.
 - d. PVC pipes may be installed through the dam to allow for controlled flow through the dam. Pipe should be schedule 40 or heavier polyvinyl chloride (PVC) having a nominal internal diameter of 2 inches.
 8. Sack Gabion Check Dams:
 - a. Sack gabion check dams may be used in channels with a contributing drainage area of 5 acres or less.
 - b. Wire mesh must be one piece, wrapped around the rock, and secured to itself on the downstream side using wire ties or hog rings.
 - c. Sack gabions must be staked with 3/4-inch rebar at a maximum spacing of 3 feet. Each wire sack must have a minimum of two stakes.
 9. Organic Filter Tube Check Dams:
 - a. Organic filter tubes may be used as check dams in channels with a contributing drainage area of 5 acres or less.
 - b. Organic filter tubes must be a minimum of 12 inches in diameter.
 - c. Staking of filter tubes must be at a maximum of 4-foot spacing and must alternate through the tube and on the downstream face of the tube.
- F. Stabilized construction exits for sites in which significant truck traffic occurs on a daily basis are subject to the following installation criteria:
1. Limit site access to one route during construction, if possible; two routes for linear and larger projects.
 2. Prevent traffic from avoiding or shortcutting the full length of the construction exit by installing barriers. Barriers may consist of silt fence, construction safety fencing, or similar barriers.
 3. Design the access point(s) to be at the upslope side of the construction site. Do not place construction access at the lowest point on the construction site.

4. Stabilized Construction Exits are to be constructed such that drainage across the entrance is directed to a controlled, stabilized outlet on-site with provisions for storage, proper filtration, and removal of wash water.
5. The exit must be sloped away from the paved surface so that stormwater is not allowed to leave the Site onto roadways.
6. Minimum width of exit must be 15 feet.
7. Vehicles must not be permitted to track or drop sediment onto paved roads, streets, or parking lots. When necessary, vehicles must be cleaned to remove sediment prior to exit onto paved areas. When washing is required, it must be done on a constructed wheel wash facility that drains into an approved sediment trap or sediment basin or other sedimentation/filtration device.
8. Minimum dimensions for the exit must be as follows:

Tract Area	Min. Width of Exit	Min. Length of Exit
<1 Acre	15 feet	20 feet
≥ 1 acre but <5 Acres	25 feet	50 feet
≥5 Acres	30 feet	50 feet

- G. Install pollution control devices in a manner consistent with their designed intent.

3.03 MAINTENANCE

- A. Maintain pollution prevention control structures and procedures in full working order at all times during construction. This must include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment and other pollutants which accumulate in pollution control devices as necessary to maintain the intended design efficiency for the pollution prevention measure.
- B. Dispose properly of trash, debris, and other pollutants.
- C. Place sediment material in approved earth spoil areas or return the sediment material to the area from which it eroded.
- D. Maintain pollution prevention structures and procedures until construction is complete for the area protected and until the Site achieves final stabilization. Unless more stringently defined by local, state, or federal requirements, final stabilization is defined as achieving 70 percent of background vegetative cover or placement of permanent cover, such as concrete or asphalt.
- E. Upon completion of construction and achievement of final stabilization, properly remove the temporary pollutant control structures and complete the area as indicated. Pollution control devices made of organic materials designed to degrade naturally in place will not require removal, unless specifically required by the OPT.
- F. Erosion control blankets must be inspected regularly (at least as often as required by the General Permit) for bare spots caused by weather related events. Missing or loosened blankets must be replaced or re-anchored. Also check for excess sediment deposited from runoff. Remove sediment and/or replace blanket as necessary. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion.

- G. Silt fences must be inspected regularly (at least as often as required by the General Permit) for buildup of excess sediment, undercutting, sags, and other failures. Sediment should be removed when it reaches approximately one-half the height of the fence. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion. If the fabric becomes damaged or clogged, it must be repaired or replaced as necessary.
- H. Inlet protection must be inspected regularly (at least as often as required by the General Permit). Floatable debris and other trash caught by the inlet protection should be removed after each storm event. Sediment should also be removed from curb inlet protection after each storm event because of the limited storage area associated with curb inlets. Sediment collected at inlet protection should be removed before it reaches half the height of the protection device. Sediment should be removed from inlets with excavated impoundment protection before the volume of the excavation is reduced by 50 percent. In addition, the weep holes should be checked and kept clear of blockage. Concrete blocks, 2-inch by 4-inch boards, stakes, and other materials used to construct inlet protection should be checked for damaged and repaired or replaced if damaged. When filter fabric or organic filter tubes are used, they should be cleaned or replaced when the material becomes clogged. For systems using filter stone, when the filter stone becomes clogged with sediment, the stones must be pulled away from the inlet and cleaned or replaced. Because of the potential for inlet protection to divert runoff or cause localized flooding, remove inlet protection as soon as the drainage area contributing runoff to the inlet is stabilized. Ensure that all inlet protection devices are removed at the end of the construction.
- I. The stone outlet sediment trap should be inspected regularly (at least as often as required by the General Permit) to check for clogging of the void spaces between stones. If the filter stone appears to be clogged, such that the basin will not completely drain, then the filter stone will require maintenance. If the filter stone is not completely clogged it may be raked with a garden rake to allow the water to release from the basin. If filter stone is completely clogged with mud and sediment, then the filter stone will have to be removed and replaced. Failure to keep the filter stone material properly maintained will lead to clogging of the stone riprap embankment. When this occurs, the entire stone rip-rap structure will need to be replaced. If the aggregate appears to be silted in such that efficiency is diminished, the stone should be replaced. Trash and debris should be removed from the trap after each storm event to prevent it from plugging the rock. Deposited sediment must be removed before the storage capacity is decreased by one-third, or sediment has reached a depth of 1 foot, whichever is less. The removed sediment must be stockpiled or redistributed in areas that are protected with erosion and sediment controls.
- J. Sediment basins should be inspected regularly (at least as often as required by the General Permit) to check for damage and to ensure that obstructions are not diminishing the effectiveness of the structure. Sediment must be removed and the basin must be re-graded to its original dimensions when the sediment storage capacity of the impoundment has been reduced by 20 percent. The removed sediment may be stockpiled or redistributed on-site in areas that are protected by erosion and sediment controls. Inspect temporary stabilization of the embankment and graded basin and the velocity dissipaters at the outlet and spillway for signs of erosion. Repair any eroded areas that are found. Install additional erosion controls if erosion is frequently evident.

- K. Check dams should be inspected regularly (at least as often as required by the General Permit). Silt must be removed when it reaches approximately one-third the height of the dam or 12 inches, whichever is less. Inspectors should monitor the edges of the dam where it meets the sides of the drainage ditch, swale, or channel for evidence of erosion due to bypass or high flows. Eroded areas must be repaired. If erosion continues to be a problem, modifications to the check dam or additional controls are needed. Care must be used when taking out rock check dams in order to remove as much rock as possible. Loose rock can create an extreme hazard during mowing operations once the area has been stabilized.
- L. Stabilized construction exits should be inspected regularly (at least as often as required by the General Permit). The stabilized construction exit must be maintained in a condition that prevents tracking or flow of sediment onto paved surfaces. Periodic re-grading and top dressing with additional stone must be done to keep the efficiency of the exit from diminishing. The rock must be re-graded when ruts appear. Additional rock must be added when soil is showing through the rock surface. Additional controls are needed if inspections reveal a properly installed and maintained exit, but tracking of soil outside the construction area is still evident. Additional controls may be daily sweeping of all soil spilled, dropped, or tracked onto public rights-of-way or the installation of a wheel cleaning system.

3.04 FIELD QUALITY CONTROL

- A. In the event of conflict between the specified requirements and stormwater pollution control laws, rules, or regulations or other local, state, or federal agencies, the more restrictive laws, rules, or regulations will apply.

3.05 SCHEDULES

- A. Prior to start of construction, submit schedules to the OPT for accomplishment of temporary and permanent erosion control work in connection with required clearing and grubbing, grading, construction, and paving. Include a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials in the submittal.

END OF SECTION

01 60 00 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide products for this Project that comply with the requirements of this Section. Specific requirements of the detailed equipment specifications govern in the case of a conflict with the requirements of this Section.
- B. Comply with applicable specifications and standards.

1.02 DOCUMENTATION

- A. Provide documents in accordance with the Contract Documents.

1.03 QUALITY ASSURANCE

- A. Design Criteria:
 - 1. Provide products designed for structural stability and operational capability.
 - 2. Provide members designed to withstand all loads imposed by installation, erection, and operation of the product without deformation, failure, or adversely affecting the operational requirements of the product. Size and strength of materials for structural members are specified as minimums only.
 - 3. Design mechanical and electrical components for all loads, currents, stresses, and wear imposed by startup and normal operations of the equipment without deformation, failure, or adversely affecting the operation of the unit. Mechanical and electrical components specified for equipment are specified as the minimum acceptable for the equipment.
- B. Coordination:
 - 1. Provide coordination of the entire Project, including verification that structures, piping, and equipment components to be furnished and installed for this Project are compatible.
 - 2. Determine that the equipment furnished for this Project is compatible with the requirements of the Contract Documents and with the equipment and materials furnished by others.
 - 3. Provide electrical components for equipment that comply with all provisions of the Contract Documents.
 - 4. Apply protective coatings and paints to equipment in the shop that are fully compatible with the final coatings to be field applied in accordance with the Contract Documents.
- C. Adapting Substitute Products:
 - 1. The Drawings and Specifications are prepared for the specified products. Make modifications to incorporate the products into the Project if a substitution is requested

for a product is and approved in accordance with Section 01 26 00 "Change Management."

2. Do not provide a product with a physical size that exceeds the available space. Consideration may be given to the acceptance of these products or equipment if the Contractor assumes all costs necessary to incorporate the item and the OPT approves such revisions.
3. Coordinate electrical requirements for the products to be installed in the Project, including revisions in electrical equipment components wiring and other elements necessary to incorporate the component.

1.04 STANDARDS

- A. The applicable industry standards referenced in the Specifications apply as if written here in their entirety.
- B. Provide equipment manufactured using structural and miscellaneous fabricated steel conforming to the standards of the American Institute of Steel Construction, except where indicated otherwise.

1.05 WARRANTIES AND GUARANTEES

- A. Normal warranty provisions are as stated in the General Conditions and Section 01 78 36 "Warranties and Service Agreements."
- B. Correct Defective Work under the provisions of the General Conditions.
- C. Provide warranties and guarantees for periods as defined in the Contract Documents. Individual Sections of the Specifications may have more stringent warranty requirements than stated in the General Conditions. The most stringent warranty will apply in the event of conflicts within the Contract Documents.
- D. The Contract Documents may require special warranties that guarantee performance at a specified capacity, power consumption, efficiency, or other operating parameter. Correct defects that prevent products from meeting the specified performance parameters. The requirements of the special warranty that guarantee performance will be satisfied when the specified performance parameters have been met for a period of 1 calendar year of operation, unless Owner elects to accept Defective Work under the provisions of the General Conditions.
- E. The Contract Documents may require special warranties for periods extending beyond the one-year correction period specified in the General Conditions. The full warranty provisions and requirements for correction of Defective Work stated in the General Conditions apply throughout the extended warranty period.
- F. Provide a warranty bond to provide the same protection as the Contractor's performance bond for extended special warranties. The warranty bond will become effective on the day the performance bond expires which is 1 year after the date of final payment per the General Conditions. The warranty bond will remain in effect until the extended warranty period has expired.
- G. In the event that products are repaired, modified, or replaced under the warranty bond, then the warranty period will continue on the date of completion of these repairs for a

period of 6 months or until the end of the original warranty period, whichever is later. In no event will the warranty period extend more than 6 months beyond the end of the original warranty period.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide products according to normally accepted engineering and shop practices, except where a higher standard of quality is required by the Contract Documents.
- B. Manufacture like parts of duplicate units to standard sizes and gages that are interchangeable.
- C. Two or more items of the same kind are to be identical and made by the same Supplier.
- D. Provide products suitable for the intended service.
- E. Adhere to the equipment capacities, sizes, and dimensions indicated in the Contract Documents.
- F. Do not use products for any purpose other than that for which they were designed.
- G. Provide new products. Do not provide equipment that has been in service at any time prior to delivery except for testing in accordance with the Contract Documents.
- H. Provide materials suitable for service conditions.
- I. Provide iron castings that are tough, close grained gray iron free from blowholes, flaws, or excessive shrinkage and that conform to ASTM A48.
- J. Design structural members for shock or vibratory loads.
- K. Provide steel that is at least 1/4 inch thick for all elements that will be submerged or subject to splashing all or part of the time during normal operation of the equipment. Chamfer or grind all edges to eliminate sharp exposed edges.

2.02 EQUIPMENT APPURTENANCES

- A. Provide a safety guard covering all sides on belt or chain drives, fan blades, couplings, and other moving or rotating parts:
 - 1. Fabricate safety guards from 16 US gauge or heavier galvanized or aluminum clad sheet steel or 1/2-inch mesh galvanized expanded metal;
 - 2. Design guards for easy installation and removal;
 - 3. Provide galvanized supports and accessories for each guard;
 - 4. Provide stainless steel bolts and hardware; and
 - 5. Provide safety guards designed to prevent the entrance of rain and dripping water in outdoor locations.

2.03 ANCHOR BOLTS

- A. Provide suitable anchor bolts for each product.

- B. Provide anchor bolts with templates or setting drawings in time to permit casting the anchor bolts in the concrete when concrete is placed.
- C. Provide two nuts for each bolt.
- D. Provide anchor bolts for products mounted on baseplates that are long enough to permit 1-1/2 inches of grout beneath the baseplate and to provide adequate anchorage into structural concrete. Bolts must be long enough to provide full nut engagement and leave three threads exposed. Housekeeping pads are not structural concrete.
- E. Provide stainless steel anchor bolts, nuts, and washers.

2.04 SPECIAL TOOLS AND ACCESSORIES

- A. Furnish tools, instruments, lifting and handling devices, and accessories necessary for proper maintenance and adjustment that are available only from the manufacturer or are not commonly available.

2.05 EQUIPMENT IDENTIFICATION PLAQUES

- A. Provide a plaque for each piece of equipment in accordance with Section 40 05 53 "Identification for Process Piping and Equipment."

2.06 LUBRICATION SYSTEMS FOR EQUIPMENT

- A. Provide equipment lubricated by systems which:
 1. Require attention no more frequently than weekly during continuous operation.
 2. Do not require attention during startup or shut down.
 3. Do not waste lubricants.
- B. Provide lubricants to fill lubricant reservoirs and to replace lubricant consumed during testing, startup, and operation prior to acceptance of equipment by the Owner.

2.07 INSULATION OF PIPING

- A. Insulate all piping on or related to equipment as required to prevent freezing under any condition. Insulate piping per the manufacturer's written instruction or per Section 23 07 19 "HVAC Piping Insulation" whichever is more stringent.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install equipment including equipment pre-selected or furnished by the Owner. Assume responsibility for proper installation, startup, and making the necessary adjustments so that the equipment is placed in proper operating condition per Section 01 75 00 "Starting and Adjusting."

3.02 LUBRICATION

- A. Lubricate all products provided or installed for this Project, including products furnished by the Owner, per the manufacturer's written recommendations until the product is accepted by the Owner.

END OF SECTION

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Comply with requirements of the General Conditions and specified administrative procedures in closing out the Contract.

1.02 DOCUMENTATION

- A. Submit affidavits and releases on forms provided by the Construction Manager through the PMIS.

1.03 SUBSTANTIAL COMPLETION

- A. The following requirements must be met for the Project or a designated portion of the Work to be Substantially Complete per the General Conditions:
 - 1. Work must be fully functional and able to operate in accordance with the Contract Documents without special or extraordinary efforts on the part of the Owner.
 - 2. The following items of Work must be fully functional and able to operate in accordance with the Contract Documents:
 - a. All pipeline, joints, bends, and fittings must be correctly installed, covered, tested, disinfected and approved for use in the potable water distribution system.
 - b. All valves, hydrants, and combination air-vacuum relief valves must be correctly installed, covered, tested, disinfected and approved for use in the potable water distribution system.
 - 3. The following items may remain incomplete in accordance with the Contract Documents:
 - a. Above ground site restoration, including sod, landscaping, commercial signage, roadway, parking lot and driveway pavement, sidewalk, and curb installation does not need to be completed prior to Substantial Completion.
- B. Conduct inspections with superintendent, Subcontractors, and Suppliers for the Work or a designated portion of the Work prior to calling for a Substantial Completion inspection by the OPT. Create a list of deficiencies in the Work that must be completed for the Project to qualify for Substantial Completion. Review the list with the Construction Manager or the designated member of the OPT. The Construction Manager or the designated member of the OPT may assist the Contractor with this effort; however, it is the Contractor's responsibility to create and manage this list of deficiencies until corrections are made.
- C. Correct the identified deficiencies prior to calling for a Substantial Completion inspection.
- D. Notify the Construction Manager that the Work or a designated portion of the Work is Substantially Complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered for Final Completion.
- E. OPT will visit the Site to observe the Work within a reasonable time after notification is received to determine the status of the Project.

- F. Construction Manager will notify the Contractor that the Work is either Substantially Complete or that additional Work must be performed before the Project will be considered Substantially Complete.
 - 1. Construction Manager will notify the Contractor of items that must be completed before the Project will be considered Substantially Complete.
 - 2. Correct the noted deficiencies in the Work.
 - 3. Notify the Construction Manager when the items of Work in the Construction Manager's notice have been completed.
 - 4. OPT will revisit the Site and repeat the process.
 - 5. Construction Manager will issue a Certificate of Substantial Completion to the Contractor when the OPT considers the Project to be Substantially Complete. The certificate will include a tentative list of items to be corrected before Final Payment will be recommended.
 - 6. Review the list and notify the Construction Manager of any objections to items on the list within 10 days after receiving the Certificate of Substantial Completion.

1.04 TRANSFER OF UTILITIES

- A. Transfer utilities to the Owner when the Certificate of Substantial Completion has been issued.
- B. Submit final meter readings for utilities and similar data as of the date the Owner occupied the Work.

1.05 CLOSEOUT REQUIREMENTS

- A. Provide the following before Final Completion:
 - 1. Record Documents per Section 01 31 13 "Project Administration";
 - 2. Keys and keying schedule;
 - 3. Warranties, bonds, and service agreements;
 - 4. Equipment Installation Reports;
 - 5. Shop Drawings, Product Data, operation and maintenance manuals, and other documentation required by the Contract Documents;
 - 6. Specified spare parts and special tools;
 - 7. Certificates of occupancy, operating certificates, or other similar releases required to allow the Owner unrestricted use of the Work and access to services and utilities;
 - 8. Evidence of continuing insurance and bond coverage as required by the Contract Documents; and
 - 9. Final videos and photographs per Section 01 33 06 "Graphic Documentation."

1.06 WARRANTIES, BONDS, AND SERVICES AGREEMENTS

- A. Provide warranties, bonds, and service agreements required by Section 01 33 00 “Document Management” or by the individual Sections of the Specifications.
- B. The date for the start of warranties, bonds, and service agreements is established per the General Conditions.
- C. Compile warranties, bonds, and service agreements and review these documents for compliance with the Contract Documents.
 - 1. Each document is to be signed by the respective Supplier or Subcontractor.
 - 2. Each document is to include:
 - a. The product or Work item description;
 - b. The firm name, with the name of the principal, address, and telephone number;
 - c. Scope of warranty, bond, or services agreement;
 - d. Date, duration, and expiration date for each warranty bond and service agreement;
 - e. Procedures to be followed in the event of a failure; and
 - f. Specific instances that might invalidate the warranty or bond.
- D. Submit digital copies of the documents to the Construction Manager for review.
- E. Submit warranties, bonds, and services agreements within 10 days after equipment or components placed in service.

1.07 FINAL COMPLETION

- A. Conduct inspections with Superintendent, Subcontractors, and Suppliers prior to calling for a Final Completion inspection by the OPT. Create a list of deficiencies in the Work that must be completed for the Project to qualify for the Final Completion inspection. Review the list with the Construction Manager or the designated member of the OPT. The Construction Manager or the designated member of the OPT may assist the Contractor with this effort; however, it is the Contractor’s responsibility to create and manage this list of deficiencies until corrections are made.
- B. Identify, list, and correct deficiencies prior to calling for a Final Completion inspection. The Project at the call for Final Completion represents the Contractor’s interpretation of a project completed in conformance with the Contract Documents and reflects the Contractor’s representation of a quality project meeting the Owner’s expectations.
- C. Notify the Construction Manager when:
 - 1. Work has been completed and complies with the Contract Documents;
 - 2. Equipment and systems have been tested per the Contract Documents and are fully operational;
 - 3. Final operation and maintenance manuals have been provided to the Owner and all operator training has been completed;

4. Specified spare parts and special tools have been provided;
 5. Work is complete and ready for final inspection;
 6. Final documentation for all outstanding Modifications and Claims (other than those listed on the Certificate of Final Completion) have been processed and are ready for incorporation into the final Application for Payment; and
 7. Closeout requirements in Paragraph 1.05 have been completed.
- D. OPT will visit the Site to determine if the Project is complete and ready for final payment within a reasonable time after the notice is received.
 - E. Construction Manager will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.
 - F. Take immediate steps to correct Defective Work. Notify the Construction Manager when Defective Work has corrected. OPT will visit the Site to determine if the Project is complete and the Work is acceptable. Construction Manager will issue a Certificate of Final Completion to the Contractor when the Project is complete or will notify the Contractor that Work is Defective.
 - G. Submit the request for final payment with closeout documentation described in Paragraph **[1.06]** if notified that the Project is complete and the Work is acceptable.

1.08 REINSPECTION FEES

- A. Owner may impose a set-off against the Application for Payment in accordance with the General Conditions to compensate the OPT for additional visits to the Project if additional Work is required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Division 03
Concrete

03 30 00.01 CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

1.00 GENERAL

1.01 SUMMARY

- A. This Section specifies normal weight, cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.02 SUBMITTALS

- A. Product Data and Material Certifications: For each product or material indicated in Part 2.00 "Products," excluding formwork.
- B. Design Mixture: For each concrete mixture submit:
 - 1. Mix design proportions and characteristics.
 - 2. Certifications indicating conformance of aggregate and cementitious materials.
 - 3. Admixture data sheets.
 - 4. Field test data or trial batch mixture data to validate specified compressive strength in accordance with ACI 301, latest edition.
- C. Reinforcing bar layout drawing with bar lists clearly marked and referenced to the Drawings.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
- B. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- C. Comply with ACI 301, "Specification for Structural Concrete," including the following sections, unless modified by requirements in the Contract Documents:
 - 1. "General Requirements."
 - 2. "Formwork and Formwork Accessories."
 - 3. "Reinforcement and Reinforcement Supports."
 - 4. "Concrete Mixtures."
 - 5. "Handling, Placing, and Constructing."
- D. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

2.00 PRODUCTS

2.01 FORMWORK

- A. Furnish formwork and formwork accessories according to ACI 301.
 - 1. Form ties shall leave no material within 1-1/2 inches of concrete surface.
 - 2. For fluid bearing and below grade walls, provide single tie rods with midpoint washer to prevent water seepage. Systems that result in a through wall hole are not permitted.

2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A1064, fabricated from as-drawn steel wire into flat sheets.
- C. Supports:
 - 1. Unexposed Surface: CRSI Class 3 – No Protection.
 - 2. Exposed Surface: CRSI Class 1 – Maximum Protection – uniform high density polyethylene (plastic) or fiberglass reinforced plastic (FRP). Plastic protected wire bar supports are not allowed.

2.03 CONCRETE MATERIALS

- A. Cementitious Material:
 - 1. Cement:
 - a. Type I or I/II Portland cement, conforming to ASTM C150.
 - b. Type IL blended hydraulic cement, conforming to ASTM C595.
 - c. Type GU hydraulic cement, conforming to ASTM C1157.
- B. Coarse Aggregate:
 - 1. In conformance with ASTM C33, uniformly graded, with a maximum size as indicated in “Concrete Mixtures.”
 - 2. Class: Moderate weathering region, but not less than 3M.
- C. Fine Aggregate: Washed and screened natural sands or sands manufactured by crushing stones; conforming to ASTM C33.
- D. Water: Potable and complying with ASTM C1602 and ASTM C1602 Table 2.

2.04 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 calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

2.05 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork.
- B. Repair Materials: Pre-packaged, low-shrink, non-slump, non-metallic, quick setting patching mortar, as approved by the manufacturer for each application.
 1. Sikatop 123 by Sika Corporation.
 2. Five Start Structural Concrete by Five Star Products, Inc.
 3. Approved equal.
- C. Non-Shrink Grout: Pre-packaged, non-metallic, precision, non-shrink grout conforming to ASTM C1107/C1107M.
- D. Normal Shrinkage Grout: One part cement to three parts of ASTM C33 fine aggregate; proportioning on a volumetric basis. Install for grouted areas not required to be non-shrink grout.
- E. Waterstops: Place in joints where indicated and any intersecting construction joints to provide a continuous barrier to prevent passage of fluids through joints.
 1. Flexible PVC Waterstops: 6 inches, ribbed, with a minimum thickness of 3/8 inch, USACE CRD-C-572 compliant.
 2. Self-Expanding Strip Waterstops, Low Expansion (Hydrophilic):
 - a. KBA-1510FP; Adeka Ultra Seal; Mitsubishi International Corporation.
 - 1). P-201 swelling sealant adhesive.
- F. Bonding Agent: ASTM C1059, Type II, non-redispersible, acrylic emulsion.
- G. Zinc Richer Primer: Coat aluminum surfaces embedded or in contact with concrete. Primer shall be Tneme-Zinc or approved equal.
- H. Vapor Barriers: ASTM E1745, Class A. Include manufacturer's recommended pressure-sensitive tape.
 1. Stego Wrap Vapor Barrier (15-mil), Stego Tape, and Stego Crete Claw; Stego Industries, LLC.
 2. Approved equal.

2.06 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Waterproof Sheet: In accordance with ASTM C171.
- D. Water: Potable and complying with ASTM C1602 and ASTM C1602 Table 2.
- E. Membrane-Curing Compound: ASTM C309, Type 1-D, Class B.

2.07 CONCRETE MIXTURES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:

Use	Min. 28-Day Compressive Strength (psi)	Max. Size of Coarse Aggregate	Max. Water/Cement Ratio	Max Slump (in.)
General	4000	1-1/2"	0.45	5* (+/-1")
Pipe blocking, lean concrete	1500	1-1/2"	0.70	---
*Slump may be increased to 8 inches with the addition of a HRWR.				

- C. Air Content:
 1. Air entrain exposed concrete within range permitted by ACI 301 for Exposure Class F1.
 2. Do not allow entrapped air to exceed 3 percent in floor slabs to receive troweled finish.

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C94/C94M, and furnish batch ticket information.

3.00 EXECUTION

3.01 FORMWORK

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.02 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 1. Fabricate reinforcement steel to provide lapped connections, bends, and transitions in reinforcement as required for continuity of the typical reinforcement specified on the Drawings.
 2. Unless otherwise detailed, intersecting wall and/or beam reinforcement shall extend to the far face and terminate in a standard hook. Reinforcement at the outside face of corners shall be continuous or provide tension lap splices at each side of the corner.
- B. Do not weld reinforcement.

3.03 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete. Purposefully roughen joints to a 1/4-inch amplitude and clean.
- B. Construction Joints: Locate joints as indicated or as approved by Owner's Representative.
- C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, and as indicated.
 - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.04 WATERSTOPS

- A. Install in construction joints as indicated to form a continuous obstruction to prevent fluids passing through the joint.
- B. Secure waterstops to concrete or reinforcing as recommended by the manufacturer.
- C. Install and protect waterstops as recommended by the manufacturer and as indicated here.
- D. PVC Waterstops:
 - 1. All fittings and changes in direction shall be factory fabricated.
 - 2. Only straight, butt splices shall be made in the field. Field splices shall be in accordance with manufacturer's instructions.
 - 3. Secure waterstop in place using hog rings or grommets at the outermost rib. Except as recommended by the manufacturer, do not pierce, notch, or cut waterstop.
- E. Self-Expanding Strip Waterstops:
 - 1. Bond waterstop to substrate using continuous bead of swelling sealant or adhesive as recommended by the manufacturer.
 - 2. Install in longest lengths practical. Splice as required; lap in accordance with manufacturer's recommendations.
 - 3. Protect from moisture, oil, dirt, and sunlight.

3.05 CONCRETE PLACEMENT

- A. Comply with ACI 301 for measuring, batching, mixing, transporting, and placing concrete.
- B. Additional water may only be added to concrete prior to placement and only at Project Site. Slump shall be evaluated prior to and after the addition of all water. Do not take strength cylinders until after addition of all water.
 - 1. Quantity of water shall not exceed the amount withheld at the batch plant. Quantity withheld shall be indicated on the batch ticket. Addition of water shall not result in a slump or water-cement ratio greater than that specified.
- C. Do not allow concrete to free fall more than 5 feet. With HRWR concrete may free fall a maximum of 10 feet.
- D. Consolidate concrete with mechanical vibrating equipment.

3.06 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface. Do not further disturb surfaces before starting finishing operations.
- C. Float Finish: Apply float finish to surfaces to receive trowel finish or nonslip broom finish. Except as indicated below, apply a final "light float" finish to the surface as the concrete hardens. Surface shall have a uniform granular texture and shall meet the straightness requirements.
- D. Trowel Finish: Apply a normal steel trowel finish to interior surfaces exposed to view and grouted surfaces in junction boxes.
- E. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete sidewalk and ramp surfaces. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.07 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 301. Additionally, comply with ACI 306.1 for cold-weather protection and with ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x 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.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least 7 days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:
 - a. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than 7 days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.08 MISCELLANEOUS CONCRETE ITEMS

- A. Non-Shrink Grout: Install and cure as recommended by manufacturer, and as required here:
 - 1. Clean and roughen exposed concrete surface; remove laitance. Saturate the foundation 24 hours before installation. Surface shall be clear of standing water. Baseplates shall be free of oil, grease, and other objectionable substances.
 - 2. Steel trowel exposed edges.
 - 3. Moist cure as specified by manufacturer, but not less than 3 days.
- B. Normal Shrinkage Grout:
 - 1. Clean and roughen exposed concrete surface, remove laitance. Saturate the foundation 24 hours before installation. Surface shall be clear of standing water. Apply scrub coat of grout immediately prior to grout placement. While scrub coat is still moist install grout.
 - 2. Wet cure as specified for concrete.
- C. Vapor Barrier:
 - 1. Install in accordance with manufacturer's recommendations including seams, penetrations, and repairs.
 - 2. At perimeter of concrete, secure vapor barrier to concrete with Stego Crete Claw.

3.09 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Tests: Perform according to ACI 301.
 - 1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix exceeding 5 cu. yd. but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

3.10 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.
- B. Repair materials and surface preparation shall be completed in accordance with manufacturer recommendations. Coordinate with Owner's Representative prior to beginning any demolition of defective area.

END OF SECTION

Division 22

Plumbing

22 10 00.01 MISCELLANEOUS PIPING AND APPURTENANCES

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install miscellaneous piping, fittings, and appurtenances.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Shop Drawings.

2.00 PRODUCTS

2.01 PIPE COUPLINGS

- A. Dresser style pipe couplings where shown on the Plans shall be Dresser Industries or approved equal, for same pressure rating as adjoining pipe. Couplings shall comprise a steel center band, steel gland rings, gaskets, and bolts.
- B. Victaulic style couplings shall be in accordance with AWWA C606. Pipe shall have shouldered or collared ends for positive thrust anchorage.
- C. Split-sleeve mechanical couplings shall consist of housing, gasket assembly, bolts and nuts, and end rings as required for restraint. Couplings shall be Depend-O-Lok as manufactured by Brico Industries, Inc., or an approved equal. Coupling housing shall be manufactured from ASTM A36 Carbon Steel. Couplings installed underground shall receive a Bitumastic coating.
- D. Where Victaulic couplings or restrained Dresser type couplings are shown on the Drawings for water service pipes, split-sleeve "F by F" type couplings will be allowed, provided the split-sleeve coupling is suitable for the pressures and thrust requirements, and fits in the space available for coupling. Where unrestrained Dresser couplings are shown, split-sleeve "F by E" type couplings will be allowed.

3.00 EXECUTION

3.01 INSTALLATION

- A. Piping shall be carefully handled and installed to prevent damage to the pipes. Potable water lines shall be disinfected in accordance with Section 33 10 13 "Disinfecting of Water Utility Distribution." The Contractor shall furnish aluminum sleeves for lines passing through walls, floors, beams, roof slabs, etc.

3.02 FIELD QUALITY CONTROL

- A. Lines shall be tested for leaks. Leaks and defects shall be repaired or replaced, and re-tested until no leaks or defects are discovered.

END OF SECTION

Division 31
Earthwork

31 05 13 SOILS FOR EARTHWORK

1.00 GENERAL

1.01 WORK INCLUDED

- A. This Section of the specifications describes the various classes of Earth Fill. All of the classes of Earth Fill contained in this specification may not be used on this project. The classes of Earth Fill used on this project are shown on the drawings or specified in other sections of the specifications. This Section does not include specifications for placement and compaction of Earth Fill. Specifications for placement and compaction of Earth Fill are included in other sections of the specifications and/or shown on the drawings.

1.02 STANDARDS

- A. Soil materials shall be classified into the appropriate class of Earth Fill shown below according to ASTM D2487 "Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)" or other appropriate methods as designated by the Engineer.

2.00 PRODUCTS

2.01 MATERIALS; CLASSIFICATIONS

- A. Class 1 Earth Fill: Limited to clays and sandy clays classified as CH material with a liquid limit greater than or equal to 50, a plasticity index greater than or equal to 25, and a minimum of 60 percent passing the No. 200 sieve, which are free of organic materials.
- B. Class 2 Earth Fill: Limited to clays and sandy clays classified as CH and CL materials with a coefficient of permeability less than or equal to 1.0×10^{-7} cm/sec, a liquid limit greater than or equal to 30, a plasticity index greater than or equal to 15, and more than 50 percent passing the No. 200 sieve, which are free of organic materials.
- C. Class 3 Earth Fill: Consist of any materials classified as CH, CL, SM, SP, SP-SM, SC, and GC, which have a minimum plasticity index of 4, which are free of organic materials.
- D. Class 4 Earth Fill: Consist of materials which are classified as SP, SM, SC, CL, or dual classifications thereof, which have a liquid limit less than or equal to 35 and a plasticity index of a minimum of 4 and a maximum of 15, which are free of organic materials.
- E. Class 5 Earth Fill: Consist of materials classified as SP or SP-SM which have a plasticity index less than or equal to 4 and a maximum of 12 percent passing the No. 200 sieve, which are free of organic materials.
- F. Class 12 Earth Fill: Consist of soils suitable for topsoil which are relatively free of stones or other objectionable debris, which have sufficient humus content to readily support vegetative growth. The suitability of soils for topsoil shall be subject to the approval of the Engineer.

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

31 05 16 **AGGREGATES FOR EARTHWORK**

1.00 **GENERAL**

1.01 WORK INCLUDED

- A. This Section of the specifications describes the various classes of Aggregate Fill. All of the classes of Aggregate Fill contained in this specification may not be used on this project. The classes of Aggregate Fill used on this project are shown on the drawings or specified in other sections of the specifications. This Section does not include installation. Installation of Aggregate Fill is included in other sections of the specifications and/or on the drawings.

1.02 QUALITY ASSURANCE

- A. Classification Testing:
1. Contractor Testing:
 - a. Arrange and pay for the services of an independent testing laboratory to sample and test proposed Aggregate Fill materials.
 - b. Submit the test results to the Engineer, and obtain approval prior to providing Aggregate Fill.
 2. Owner Testing: The Owner shall arrange and pay for additional testing on the Aggregate Fill after delivery to the project site as determined necessary by the Engineer.
- B. Contamination Certification:
1. Obtain a written, notarized certification from the Supplier of each proposed Aggregate Fill source stating that to the best of the Supplier's knowledge and belief there has never been contamination of the source with hazardous or toxic materials.
 2. Submit these certifications to the Engineer prior to proceeding to furnish Aggregate Fill to the site. The lack of such certification on a potential Aggregate Fill source shall be cause for rejection of that source.

1.03 STANDARDS

- A. Aggregate Fill shall be classified into the appropriate class listed below according to ASTM testing procedures as specified for the various classes.
1. American Society for Testing and Materials (ASTM) Standards:

ASTM C33	Specification for Concrete Aggregates
ASTM C88	Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium sulfate
ASTM C125	Terminology Relating to Concrete and Concrete Aggregates
ASTM C131	Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C535	Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM D448	Classification for Sizes of Aggregate for Road and Bridge Construction

2.00 PRODUCTS

2.01 MATERIALS; CLASSIFICATIONS

- A. Class 1 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 57:

Sieve Size Square Opening	Percent Passing
1-1/2"	100
1"	95-100
1/2"	25-60
No. 4	0-10
No. 8	0-5

- B. Class 2 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 67:

Sieve Size Square Opening	Percent Passing
1"	100
3/4"	90-100
3/8"	20-55
No. 4	0-10
No. 8	0-5

- C. Class 3 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 7:

Sieve Size Square Opening	Percent Passing
3/4"	100

1/2"	90-100
3/8"	40-70
No. 4	0-15
No. 8	0-5

- D. Class 4 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 467:

Sieve Size Square Opening	Percent Passing
2"	100
1-1/2"	95-100
3/4"	35-70
3/8"	10-30
No. 4	0-5

- E. Class 5 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 357:

Sieve Size Square Opening	Percent Passing
2-1/2"	100
2"	95-100
1"	35-70
1/2"	10-30
No. 4	0-5

- F. Class 6 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 1:

Sieve Size Square Opening	Percent Passing
4"	100
3-1/2"	90-100
2-1/2"	25-60
1-1/2"	0-15
3/4"	0-5

- G. Class 7 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and shall have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 6:

Sieve Size Square Opening	Percent Passing
1"	100
3/4"	90-100
1/2"	20-55
3/8"	0-15
No. 4	0-5

- H. Class 8 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable materials and shall have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation in accordance with ASTM D448, size number 56:

Sieve Size Square Opening	Percent Passing
1-1/2"	100
1"	90-100
3/4"	40-85

1/2"	10-40
3/8"	0-15
No. 4	0-5

I. Class 9 Aggregate Fill:

1. Consist of washed and screened gravel and natural sands or sands manufactured by crushing stones complying with the requirements of ASTM C33, except that the gradation shall be as follows:

Sieve Size Square Opening	Percent Passing
1/2"	100
3/8"	95-100
No. 4	80-95
No. 8	65-85
No. 16	50-75
No. 30	25-60
No. 50	10-30
No. 100	0-10

2. Class 9 Aggregate Fill shall have not more than 45 percent passing any sieve and retained on the next consecutive sieve of those shown above, and its fineness modulus, as defined in ASTM C125, shall be not less than 2.3 nor more than 3.1.

J. Class 10 Aggregate Fill:

1. Consist of washed and screened natural sands or sands manufactured by crushing stones complying with the requirements and tests of ASTM C33. The gradation as included in ASTM C33 is as follows:

Sieve Size Square Opening	Percent Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	0-10

2. Class 10 Aggregate Fill shall have not more than 45 percent passing any sieve and retained on the next consecutive sieve of those shown above, and its fineness modulus, as defined in ASTM C125, shall be not less than 2.3 nor more than 3.1.

- K. Class 11 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable material and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation:

Sieve Size Square Opening	Percent Passing
1-3/4"	100
7/8"	65-90
3/8"	50-70
No. 4	35-55
No. 40	15-30
No. 100	0-12 (Wet Sieve Method)

- L. Class 12 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable material and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation:

Sieve Size Square Opening	Percent Passing
1-1/2"	100
1"	85-100
3/4"	60-95
3/8"	50-80
No. 4	40-65
No. 16	20-40
No. 100	0-12 (Wet Sieve Method)

- M. Class 13 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable material and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and shall meet the following gradation:

Sieve Size Square Opening	Percent Passing
1-3/4"	100
7/8"	65-90

3/8"	50-70
No. 4	35-55
No. 40	15-30
No. 100	0-3 (Wet Sieve Method)

- N. Class 14 Aggregate Fill: Consist of durable particles of crushed stone free of silt, clay, or other unsuitable material and have a percentage of wear of not more than 40 percent when tested in accordance with ASTM C131 or C535. When material is subjected to five cycles of the sodium sulfate soundness test in accordance with ASTM C88, Sodium Sulfate Solution, the weighted percentage of loss shall not exceed 12 percent. The source of the material shall be approved by the Engineer and meet the following gradation:

Sieve Size Square Opening	Percent Passing
1-1/2"	100
1"	85-100
3/4"	60-95
3/8"	50-80
No. 4	40-65
No. 16	20-40
No. 100	0-3 (Wet Sieve Method)

- O. Class 15 Aggregate Fill: Consist of durable particles of silica sand, washed clean, chemically inert, and packaged by the Supplier. The material shall meet applicable regulatory requirements for monitor well filter pack. The source of the material shall be approved by the Engineer and shall meet the following gradation requirements:

Sieve Size Square Opening	Percent Passing
No. 20	98-100
No. 40	0-2

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

31 11 00 CLEARING AND GRUBBING [CIVIL]

1.00 GENERAL

1.01 WORK INCLUDED

- A. Provide labor, materials, equipment and incidentals necessary to perform operations in connection with clearing, grubbing, and disposal of cleared and grubbed materials.

1.02 QUALITY ASSURANCE; DEFINITIONS

- A. Clearing: Clearing is defined as the removal of trees, shrubs, bushes, and other organic matter at or above original ground level.
- B. Grubbing: Grubbing is defined as the removal of stumps, roots, boards, logs, and other organic matter found at or below ground level.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 PREPARATION

- A. Mark areas to be cleared and grubbed prior to commencing clearing operations. The Owner's Representative shall approve clearing and grubbing limits prior to commencement of clearing operations.
- B. Trees and shrubs outside of the clearing limits, which are within 10 feet of the clearing limits, shall be clearly marked to avoid damage during clearing and grubbing operations.
- C. Remove trees and brush outside the clearing limits, but within the immediate vicinity of the work, upon receipt of approval by the Owner's Representative, when the trees or brush interfere with the progress of construction operations.
- D. Clearly mark trees and shrubs within the clearing limits, which are to remain, and protect the trees and shrubs from damage during the clearing and grubbing operations.
- E. The clearing limits shall not extend beyond the project limits.
- F. Establish the clearing limits as follows:
 - 1. Trench top width
- G. Establish the grubbing limits as follows:
 - 1. Trench top width

3.02 INSTALLATION

- A. Clearing: Clearing shall consist of the felling, cutting up, and the satisfactory disposal of trees and other vegetation, together with the down timber, snags, brush, rubbish, fences, and debris occurring within the area to be cleared.
- B. Grubbing:

1. Grubbing shall consist of the removal and off-site disposal of grass, stumps, roots and other debris prior to commencement of earthwork operations.
 - a. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
2. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
3. Topsoil:
 - a. Topsoil is defined as friable clay loam surface soil found at a depth of not less than 4". Satisfactory topsoil is free of subsoil, clay lumps, stones, and other objects over 3/4" in diameter, and without weeds, roots, gravel, and other objectionable material. All topsoil is subject to the approval of the Engineer.
 - b. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil.
 - c. Remove heavy growths of grass from areas before stripping.
 - d. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.
 - e. Stockpile satisfactory topsoil in storage piles in areas negotiated with the Owner prior to placement. Placement of topsoil will be required in preparation of a seed bed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust. Install silt fence around stockpiles to prevent siltation.

3.03 FIELD QUALITY CONTROL

- A. Burning of Site Clearing waste materials will not be allowed.
- B. Completely remove timber, logs, roots, brush, rotten wood, and other refuse from the Owner's property. Disposal of materials in streams shall not be permitted and no materials shall be piled in stream channels or in areas where it might be washed away by floods. Timber within the area to be cleared shall become the property of the Contractor, and the Contractor may cut, trim, hew, saw, or otherwise dress felled timber within the limits of the Owner's property, provided timber and waste material is disposed of in a satisfactory manner. Materials shall be removed from the site daily, unless permission is granted by the Engineer to store the materials for longer periods.

END OF SECTION

31 23 23.34 FLOWABLE FILL

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment, and incidentals necessary to mix and place flowable fill, consisting of Portland cement, fine aggregate, fly ash, and water in the proper proportions as specified hereinafter. Flowable fill (Controlled Low-Strength Material, CLSM) shall be used to bed and backfill around piping, utilities, and structures where indicated.

1.02 QUALITY ASSURANCE

- A. Design Criteria – Flowable Fill Proportions and Consistency: Flowable fill shall be proportioned to give the necessary workability, strength, and consistency, and shall conform to the following governing requirements:
 - 1. Permeability: Maximum permeability limit of 1×10^{-6} cm/sec. This limit shall apply at all locations where flowable fill is used as a utility trench plug (dam) within trench backfill materials.
 - 2. Subsidence: Evaporation of bleed water shall not result in shrinkage of more than 10.4 mm per m (1/8 inch per ft.) of flowable fill depth. Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C940.
 - 3. Strength for Excavatable Flowable Fill: Unconfined compressive strength at 28-days when tested in accordance with ASTM D4832: 100 psi (+/- 50 psi).
 - a. Long-term strengths (greater than 90 days) shall not exceed 150 psi.
 - b. Where indicated provide Excavatable Flowable Fill around utilities, unless noted otherwise.
 - c. Excavatable Flowable Fill shall be excavatable with hand tools and conventional machinery such as backhoes.
 - 4. Strength for Non-Excavatable Flowable Fill: Unconfined compressive strength at 28-days when tested in accordance with ASTM D4832: 150 psi minimum.
 - a. Where indicated provide Non-Excavatable Flowable Fill below structures and/or around structures, unless noted otherwise.
 - 5. Fluidity: Flowable fill shall be self-consolidating and non-segregating in accordance with ASTM C1611:
 - a. Slump Flow Test: Minimum 20-inch mean spread.
- B. Factory Testing: The Contractor shall be responsible for the design of the material. A trial mix shall be designed by an independent testing laboratory, retained by the Contractor. The testing laboratory shall submit verification that the materials and proportions of the trial mix design meets the requirement of the Specifications. In lieu of trial mix design, Contractor may submit historical data for a mix design used successfully in previous similar work. The Contractor shall not make changes in materials, either in gradation, source, or brand, or proportions of the mixture after having been approved, except by specific approval of the Engineer.

- C. Owner Testing: It is the responsibility of the Contractor to achieve and maintain the quality of material required by this Section. However, the Owner may secure the services of an independent testing laboratory to verify the quality of the flowable fill. The Owner shall have the right to require additional testing, strengthening, or replacement of flowable fill which has failed to meet the minimum requirements of this Section.

1.03 SUBMITTALS

- A. Submit mix design on each material required. Provide backup data as required below.
- B. Submit historical or trial mix data and test results as a basis for mix design approval. Required data shall include:
1. Permeability test results if plugs are required on Project.
 2. Subsidence test results.
 3. Strength test results for Excavatable and Non-Excavatable Flowable Fill if used on Project.
 4. Fluidity test results.

1.04 STANDARDS AND REFERENCES

- A. Materials shall meet recommendation for mix design and placement, as published by National Ready Mixed Concrete Association.
- B. The applicable provisions of the following references and standards shall apply to this Section as if written herein in their entirety.
1. ASTM International (ASTM) Standards:

ASTM C33	Specification for Concrete Aggregates
ASTM C40	Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C150	Specification for Portland Cement
ASTM C618	Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as Mineral Admixture in Portland Cement Concrete
ASTM C 940	Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM C 1611	Standard Test Method for Slump flow of Self Consolidating Concrete
ASTM D 4832	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders

2.00 PRODUCTS

2.01 MATERIALS

- A. Cement: ASTM C150, Type I or II.
- B. Fly Ash/Pozzolans: ASTM C618, Class C.
- C. Fine Aggregate: ASTM C33, fine aggregate.

1. ASTM C40: Aggregate shall not contain strong alkali, or organic material which gives a color darker than the standard color.
- D. Water: Potable and in conformance with ASTM C1602 and ASTM C1602, Table 2.
- E. Performance Additive: As required to meet specification requirements:
 1. DaraFill by GCP Applied Technologies.
 2. Rheocell Rheofill by BASF The Chemical Company.
 3. Sika Lightcrete Powder by Sika Corporation.
 4. Approved equal.
- F. Chemical Admixtures for Concrete per ASTM C 494, as required by performance requirements.

2.02 MIXES

- A. In the determination of the amount of water required for mix, consideration shall be given to the moisture content of the aggregate. The net amount of water in the mix will be the amount added at the mixer; plus the free water in the aggregate; and minus the absorption of the aggregate, based on a 30 minute absorption period. No water allowance shall be made for evaporation after batching.
- B. The methods of measurement of materials shall be such that the proportions of water to cement are closely controlled during the progress of the Work and easily checked at any time by the Owner's representative. To avoid unnecessary or haphazard changes in consistency, the aggregate shall be obtained from sources which will insure a uniform quality and grading during any single day's operation and they shall be delivered to the Work and handled in such a manner that the variation in moisture content will not interfere with the steady production of flowable fill of reasonable degree of uniformity. Sources of supply shall be approved by the Owner's representative.
- C. All material shall be separately and accurately measured. All equipment for measurement of materials shall be subject to approval by the Owner's representative.

3.00 EXECUTION

3.01 INSTALLATION

- A. Contractor shall give the Owner's representative sufficient advance notice before starting to place material in any area, to permit inspection of the area, and preparation for pouring.
- B. Conduct the operation of depositing the material so as to form a well consolidated mass and so as not to develop air pockets in confined spaces.
- C. Unless specified otherwise, flowable fill shall be uniformly placed to the depth shown on the Drawings. The fill shall be brought up uniformly to the top of excavation elevation or as otherwise indicated on the Drawings. Placement of flowable fill shall then cease and the fill protected from traffic for a period of not less than 72 hours.
 1. To prevent pipe flotation place material in lifts or provide alternate means.

2. Around structures, material shall be placed in lifts. Lift depth shall not exceed one-tenth of total structure embedment into subgrade nor 5 feet, whichever is less.
 3. When multiple lifts are required, material shall be allowed to harden before placing next lift. Hardening time varies with each mix. Verify flowable fill has reached a penetration number of 1500, in accordance with ASTM C 403, but not less than 5 hours.
- D. The material shall be placed against undisturbed trench walls, and shall not be placed on or against frozen ground.
- E. At time of placement the ambient temperature shall be 35 F and rising.

3.02 FIELD QUALITY CONTROL

- A. An approved testing laboratory shall perform the quality control testing of backfill operations. The testing laboratory shall sample material in accordance with ASTM D5971. The testing laboratory shall monitor backfill operation continuously or at intervals acceptable to the Owner and Engineer at structures. It shall be the responsibility of the Contractor to provide sufficient advance notification to the testing laboratory before backfill operations begin.
1. Strength: A strength test is the average of two cylinders per ASTM D4832.
 2. Fluidity: A fluidity test is a Slump Flow Test and a VSI Test per ASTM C1611.
 3. For all tests required, at a minimum perform one test per day, but not less than one per 150 cubic yards.

END OF SECTION

31 23 33 TRENCHING AND BACKFILL

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to perform operations in trenching, pipe bedding, backfilling, clearing, grubbing and site preparation; handling, storage, transportation and disposal of excavated material; pumping and dewatering; preparation of subgrades; protection of adjacent property; fills, grading; and other appurtenant work.
- B. Trenching, backfilling, and pipe embedment procedures shall be in full compliance with Section 31 23 36 "Trench Safety."
- C. Material sampling and testing roles, responsibilities and procedures shall be in full compliance with Section 01 40 00 "Quality Management."
- D. Earth removed from excavations and which is not required for backfill shall be removed from the Site by the Contractor at its own expense, unless arrangements are made with the Owner through its representative to allow disposal on Site. If permitted, the Contractor shall dump and spread excess earth in a manner agreed upon by the Contractor and the Owner.
- E. Excavations, other than trench excavation, are not part of this Section.
- F. Bidders must satisfy themselves as to the actual existing subsurface conditions prior to the submittal of a proposal to complete the proposed Work. No extra or separate payments shall be made for rock, dewatering, or any other condition.

1.02 QUALITY ASSURANCE

- A. Excavations shall include material of whatever nature encountered, including but not limited to clays, sands, gravels, conglomeritic boulders, weathered clay shales, rock, debris and abandoned existing structures. Excavation and trenching shall include the removal and subsequent handling of materials excavated or otherwise handled in the performance of the Work.
- B. Trench excavation shall consist of excavation to the lines and grades indicated, required for installation of the pipe, pipe bedding, backfill, and to accommodate trench safety systems.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Certified test reports for embedment material, backfill material, and coarse gravel. Certified Test Reports shall be from an independent laboratory. Test reports shall include sieve analysis, Atterburg limits, results of an abrasion test, and other tests as required to demonstrate compliance with Paragraph 2.01.
 - 2. Test results indicating soil resistivity for embedment material used on metal pipe.

3. Field density test reports indicating that the Contractor's method of backfill meets the requirements of the Contract Documents. The field density testing for granular embedment shall be done in a manner approved by the Owner/Engineer by an independent testing lab in accordance with ASTM D4253. The cost of the field testing shall be included in the Bid Price for the Work, with no additional compensation to the Contractor.

1.04 REFERENCE SPECIFICATIONS

- A. Section 01 33 00 "Document Management."
- B. Section 01 40 00 "Quality Management."
- C. Section 03 30 00.01 "Cast-In-Place Concrete (Limited Applications)."
- D. Section 31 05 13 "Soils for Earthwork."
- E. Section 31 05 16 "Aggregates for Earthwork."
- F. Section 31 23 23.34 "Flowable Fill"
- G. Section 31 23 36 "Trench Safety."

1.05 STANDARDS

- A. The following publications, referred to hereafter by basic designation only, form a part of this Section to the extent indicated by the references thereto:

1. ASTM International (ASTM):

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C125	Standard Terminology Relating to Concrete and Concrete Aggregates
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C535	Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D448	Standard Classification for Size of Aggregate for Road Bridge Construction
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-aggregate by Nuclear Methods (Shallow Depth)

ASTM G57	Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method
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- B. Any other testing required by these specifications and not specifically referenced to a standard shall be performed under ASTM or other appropriate standards as designated by the Engineer.
- C. Reference herein or on the Drawings to soil classifications shall be understood to be according to ASTM D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

1.06 DELIVERY AND STORAGE

- A. Excavated materials to be used for backfill may be deposited in stockpiles at points convenient for rehandling the material during the backfilling process. If not indicated on the Drawings, the location of stockpiles shall be within the limits of construction easements or public right-of-way. The location of stockpiles is subject to the approval of the Owner or the Owner's representative. Do not place stockpiles over buried pipelines or utilities unless adequate provisions are made for protection. Roads and driveways must be kept open unless written authorization is granted by Owner. Keep drainage channels clear of stockpiled materials.
- B. If more than one material is stockpiled on site, maintain separation and clearly identify stockpiles. Cross-contamination of materials will not be permitted and will serve as grounds for rejection.

1.07 JOB CONDITIONS

- A. Classification of Excavation: Excavation shall be "unclassified" and involves the removing of the necessary materials to provide the trench/excavation to the required width and depth. Contractor must satisfy itself as to the actual sub-surface conditions prior to submitting a proposal. No extra or separate payments shall be made for rock, dewatering or any other condition.
- B. Road Crossings: Where the Work requires road closure, coordinate with the Owner to obtain written approval detailing the extents of the road closure as well as the duration the road will be out of service. Provide temporary access and detours for roads and driveways as required by the Owner.
- C. Place no embedment or backfill material during freezing weather or upon frozen subgrades or previously placed frozen embedment or backfill materials.

2.00 PRODUCTS

2.01 MATERIALS

- A. Concrete for Backfill, Blocking, Cradling and Encasement: Unless other strength requirements are designated, concrete used shall be as specified for pipe blocking, lean concrete, in Section 03 30 30.01 "Cast-In-Place Concrete (Limited Applications)."
- B. Earth Fill: Earth fill materials shall be as specified in Section 31 05 13 "Soils for Earthwork."

- C. Granular Embedment and Backfill: Granular embedment material shall be as specified in Section 31 05 16 "Aggregates for Earthwork."
- D. Coarse Gravel: Where coarse gravel is required for water drainage, restoration of trench foundation, or other uses, it shall be crushed stone or gravel and in compliance with ASTM C33 for Coarse Concrete Aggregate. Gradation shall be ASTM C33 No. 57, No. 67, No. 357, or as follows:

Sieve Size Square Opening	Percent Passing
1"	95-100
3/4"	55-85
1/2"	25-50
No. 4	0-5

- E. Flowable Fill: Flowable fill shall be in accordance with Section 31 23 23.34 "Flowable Fill."
- F. Modified Flowable Fill: Modified flowable backfill in areas of possible future excavation shall consist of a mixture of native soils or manufactured materials, cement and/or fly ash, air entraining material and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days. Any materials used shall be primarily granular, with a plasticity index less than 12 and with 100 percent passing a 3/4-inch sieve. The flowable mixture shall be mixed in a pug mill, concrete mixer, or transit mixer and shall have a minimum slump of 5 inches. The flowable mixture must be allowed to set prior to the placement of any overlying materials. Modified flowable backfill in permanent areas such as abandoned pipe closures shall contain the same materials and have an unconfined compressive strength greater than 250 psi after 28 days.
- G. Utility Detection Tape: Utility pipe detection tape shall be installed over all PVC, HDPE, or fiberglass pipelines 8 inches and larger. The tape shall be bright-colored, continuous-printed plasticized aluminum tape, intended for direct-burial service, and meet the following requirements:
 - 1. Width: 6 inches.
 - 2. Thickness: 5 mils minimum.
 - 3. Lettering: 1-inch high permanent black, continuously printed.
 - 4. Color: Per APWA Uniform Color Code:
 - a. Green - Sanitary Sewer Lines.
 - b. Blue - Potable Water.
 - c. Purple - Reclaimed Water, Irrigation.
 - 5. Detection tape must be installed above the pipe zone, 12 inches above pipe.
- H. Tracer Wire: All piping shall be installed with a continuous, insulated TW, THW, THWN or HMWPE insulated copper, 10 gauge or thicker wire for pipeline location purposes by means of an electronic line tracer. The wire shall be installed along the entire length of pipe. The insulation color shall match the color of the pipe being installed. Sections of wire shall be

spliced together using approved splice caps and waterproof seals. Twisting the wires together is not acceptable.

3.00 EXECUTION

3.01 PREPARATION

A. Site:

1. Clear sites of logs, trees, roots, brush, tree trimmings and other objectionable materials and debris which are to be occupied by pipe trenches, and grub stumps. Designate material not salvaged for reuse as surface material as spoiled and dispose of material in accordance with Paragraph 3.01.E, Disposal of Spoil Material.
2. Do not remove trees outside of the required working area unless their removal is authorized in writing by the Engineer and with the approval of the local governing authority. Adequately protect the trees left standing from permanent damage by construction operations. Standing trees may be trimmed where necessary to facilitate construction, but only with written authorization from the Engineer.

B. Dewatering:

1. Provide and maintain adequate dewatering equipment to remove and dispose of surface and ground water entering the excavations, trenches, or other parts of the Work. Keep each excavation dry during subgrade preparation and continually thereafter until the proposed pipe is installed. Maintain the proper procedures necessary to protect against damage to the proposed Work from hydrostatic pressure, flotation, or other water related causes.
2. Dewater excavations which extend down to or below ground water elevation by lowering and keeping the ground water level a minimum of 2 feet below the bottom of the excavation.
3. Divert surface water or otherwise prevent water from entering excavated areas to the fullest extent possible without causing damage to adjacent property.
4. Provide and maintain any piping or conduit necessary to facilitate drainage. Do not alter area drainage patterns to the extent that adjacent property and landowners become threatened with localized flooding and/or water damage. Should such a situation occur, the Contractor shall be responsible for repairing the damage at no additional cost to the Owner.

C. Protection of Existing Structures and Utilities:

1. Prior to the start of construction, communicate with the representatives of the local utility companies, including the oil, gas, telephone and communications companies, and local water and sewer utilities operating in the location of the proposed construction area. Seek the utility companies' assistance in locating existing facilities to avoid conflicts during construction. The location, number, depth, and owner of utilities indicated are for information purposes only, and all utilities and structures may not be shown or may not be at the location shown.
2. Where construction endangers adjacent structures, utilities, embankments and/or roadways, the Contractor shall, at his own expense, carefully support and protect such

structures so that no damage occurs throughout the construction process. In case damage should occur, the Contractor shall be responsible for restoring the damaged structure to a condition acceptable to the Owner of that structure and shall bear all cost of such reparations.

3. Repair or replace damaged street surfaces, driveways, sidewalks, curbs, gutters, fences, drainage structures, or other such facilities to the satisfaction of the Owner. Structures shall be returned to a condition equal to or better than the original condition and of same or better material and quality.
 4. Relocate minor utilities as necessary, at no additional cost to the Owner, in order to resolve conflicts with new Work. Minor utilities shall be defined as conduit less than or equal to 2 inches in diameter and pressure piping less than or equal to 6 inches in diameter. All proposed relocations shall be submitted in writing and approved by Owner or Owner's representative prior to accomplishing the Work.
- D. Blasting: Blasting shall not be allowed in any instance.
- E. Disposal of Spoil Material:
1. Suitable material from excavations which meets the requirements for pipe backfill material as indicated, except stripping excavation, may be reused. Designate the remaining excavated materials as spoiled material and dispose of material off the Site in accordance with all applicable laws, ordinances, and codes. Contractor shall be responsible for the storage, transportation, and deposition of spoiled material and shall be responsible for acquiring the necessary permits, and the payment of fees and duties at no additional cost to the Owner.
 2. No burning of materials shall be permitted on the Site.

3.02 TRENCH EXCAVATION

- A. General: The trenches shall be excavated to the alignment and depth indicated or as necessary for the proper installation of the pipe and appurtenances. Brace and dewater the trench if necessary so that the workmen may work therein safely and efficiently. Any specific requirement listed in Paragraph 3.00, Execution, may be modified as necessary to meet OSHA requirements. However, if trench widths are wider than indicated, the Contractor shall be responsible for determining and furnishing the proper class of embedment and piping for the installation with no additional compensation to the Contractor.
- B. Trench Width: The trench widths shall be as shown on the Drawings.
- C. Pipe Foundation Subgrade:
1. Excavate the trench to an even grade to permit the installation of the pipe so that the full length of the pipe barrel is supported on the proper depth of bedding material. The entire foundation subgrade area in the bottom of the excavations shall be firm, stable material, and the material shall not be disturbed below required grade except as described in this Section. Where the character of the subgrade material is such that

proper subgrade cannot be obtained at the elevation indicated, deepen the excavation to a satisfactory subgrade material.

2. Remove the material until a firm, stable, and uniform bearing is reached and the subgrade brought back to the required grade with coarse gravel thoroughly compacted to 95 percent maximum density as measured by ASTM D4253. The expense of replacing any unsatisfactory subgrade shall be borne by the Contractor.
- D. Correcting Faulty Grade: If the trench is excavated to a faulty grade (at a lower elevation than indicated), correct the faulty grade as specified below:
1. In uniform, stable, dry soils, correct the faulty grade with granular embedment material thoroughly compacted to 95 percent of the maximum density measured in accordance with ASTM D4253.
 2. In soft spongy disintegrated soils or where necessary to allow proper drainage, correct the faulty grade with coarse gravel compacted to 95 percent of the maximum density measured in accordance with ASTM D4253.
 3. Correct faulty grade at no additional cost to Owner.
- E. Care of Surface Material for Reuse: If local conditions permit reuse, keep surface material suitable for reuse separate from the general excavation material.
- F. Trenching Methods: The use of any suitable trench digging machinery is permitted except in places where such operations may cause damage, above or below ground, in which case, employ hand methods.
- G. Pipe Clearance in Rock: Remove ledge rock, rock fragments, shale, or other rock to provide proper clearance for bedding materials. Provide adequate clearance for properly jointing pipe laid in rock trenches at bell holes.
- H. Open Trench:
1. Owner shall have the right to limit the amount of trench which may be opened or partially opened at any time in advance of the completed line; and also the amount of trench left not backfilled.
 2. Not more than 150 feet of trench shall be left open unless otherwise permitted in writing by the Owner.
 3. Backfill and/or protect trenches as necessary to prevent injury to adjacent property, Owner's personnel, livestock, and the public.
 4. Trenches left open at night shall be fenced with adequate construction fencing. No trenches in streets or populated areas shall be left open at night.
 5. These requirements are minimum standard for trenching and more stringent construction requirements may be located elsewhere in the Contract Documents. The most restrictive requirements shall apply.

3.03 BACKFILL

- A. Time of Backfilling: Backfill operations shall immediately follow pipe jointing, joint coating application, and curing.

- B. Braced and Sheeted Trenches: Remove sheeting and shoring as backfilling operations progress. Incorporate methods so that a good bond is obtained between the backfill material and the undisturbed trench walls.
- C. Protection of Pipe During Backfilling Operations: Take the necessary precautions to protect the pipe during backfilling operations. Take care to prevent damage to the pipe or to the pipe coating, and repair any damaged pipe before it is backfilled. Backfill the trench in a method to prevent the deformation or other deflection of the cylindrical shape of the pipe by more than the allowable pipe deflection as specified elsewhere.
- D. Bedding within Pipe Zone:
 - 1. Concrete Cradle, Encasement or Concrete Arch: Where indicated, install the pipe in concrete cradle, encasement, or concrete arch. Take precautions to prevent pipe movement or deflection during construction. Where pipes are placed below structures, completely encase pipes in 1500 psi concrete, and extend up to bottom of structure.
 - 2. Concrete Blocking: Place blocking to rest against firm undisturbed trench walls. The supporting area for each block shall be at least as great as that indicated and shall be sufficient to withstand the thrust, including water hammer, which may develop. Each block shall rest on a firm undisturbed foundation of trench sides and bottom.
- E. Aggregate Fill Bedding:
 - 1. After the trench has been cut to the depths indicated, bring up the bedding layer to a point slightly above grade in maximum 4-inch lifts and uniformly compact to the density indicated. Form bell holes and scoop out a trough to grade so that the pipe is uniformly supported by the embedment material. Lay and joint the pipe. Bring up the embedment material in maximum 4-inch lifts on either side of the pipe to the elevation above the pipe shown on the Drawings. Uniformly compact the pipe as indicated.
 - 2. After moisture is gone from the embedment material, place utility detection tape and backfill and compact the remaining backfill by tamping or other appropriate methods. Water jetting shall not be permitted.
 - 3. Install utility detection tape and tracer wire.
- F. Compaction Requirements:
 - 1. Compact earth fill and cohesive aggregate fill in maximum 4-inch lifts with pneumatic rollers or power hand tampers and make a minimum of eight passes.
 - 2. Compact cohesionless aggregate fill in maximum 4-inch lifts with vibratory rollers or vibratory plate power hand compactors and make a minimum of eight passes.
 - 3. The acceptability of the compaction equipment shall be based upon the results of a test section. Compact earth fill and aggregate fill to a minimum of 95 percent of maximum dry density as determined by ASTM D698, Standard Proctor.
 - 4. Compact Class 1 and 2 earth fill at a moisture content within minus 0 to plus 5 percentage points of the optimum moisture content. Compact the remaining classes of earth fill and cohesive aggregate fill at a moisture content within minus 2 to plus 5 percentage points of optimum moisture content. The moisture ranges listed above are minimum and maximum limits. A tighter moisture range within these limits may be required to consistently achieve the specified density.

5. Compact cohesionless aggregate fill at a moisture content within a range that accommodates consistent placement and compaction to achieve the density specified above.
6. Owner will arrange and pay for density and moisture testing. The testing frequency and methods shall be as requested by the Engineer. Engineer may waive testing requirements on cohesionless bedding where testing is not practical because of limited space between the pipe and trench walls, however, the minimum number of passes of the compaction equipment specified above shall be achieved.

3.04 FINISHING

- A. Grade and rake areas smooth and even which do not receive any type of paved surface, to allow drainage to drain away from the structures and toward the roads and streets or the natural drainage course. Break up large clods of earth and remove rocks, trash or debris near the surface.
- B. Finish the top portion of backfill beneath established sodded (lawn) areas with not less than 6 inches of topsoil corresponding to, or better than, that underlying adjoining sodded areas.

3.05 FIELD QUALITY CONTROL

- A. Compact backfill and appropriate embedment material to a minimum of 95 percent of maximum density at a moisture content of 0 to plus 5 percent of optimum for backfill and at optimum for sand-cement embedment as determined by ASTM D698, Standard Proctor.
- B. Make periodic tests of compaction for conformance with this Section by an approved testing laboratory selected and paid for by the Owner. Contractor shall pay for re-testing until acceptable test results are obtained.

3.06 CLEAN AND ADJUST

- A. Remove surplus pipeline materials, tools, rubbish and temporary structures and leave the construction site clean, to the satisfaction of the Engineer. Grade the surface and re-establish drainage. Removal of rock and other excess excavated material and general leveling and grading of the Site shall be part of the bid price and no additional payment shall be made.

END OF SECTION

31 23 36 TRENCH SAFETY

1.00 GENERAL

1.01 WORK INCLUDED

- A. This specification is for the purpose of providing minimum performance specifications and consists of the basic requirements which the Contractor must comply with in order to provide for the safety and health of workers in a trench.
- B. Contractor shall develop, design, and implement the trench safety system and will be solely responsible for the adequacy of the trench safety system and providing “a safe place to work” for the workman.
- C. Should the trench safety protection system require wider trenches than specified elsewhere, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, including the purchase and installation of alternate materials.
- D. Contractor shall comply with all applicable federal, state, and local rules, regulations, and ordinances related to trench excavation and safety.

1.02 STANDARDS

- A. The following standard shall be the minimum governing requirement of this specification and is hereby made a part of this specification as if written in its entirety.
 - 1. Occupational Safety and Health Administration (OSHA): 29 CFR Part 1926 - Safety and Health Regulations for Construction, Subpart P – Excavations.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

Division 32
Exterior Improvements

32 01 29 RIGID PAVING REPAIR

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to repair and resurface pavement. This section shall govern for the repair or replacement of pavement or other improved surfaces damaged or destroyed in performing the construction of water and sewer lines. Construction of such projects below pavement subgrade is covered by Section 31 23 33 "Trenching and Backfill."

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Proposed material list and sources as Record Data.
 - 2. Experience record of proposed paving subcontractor as Record Data.

1.03 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:
 - 1. Oklahoma Department of Transportation (ODOT), Standard Specifications for Construction of Highways, Streets, and Bridges, latest edition.

1.04 JOB CONDITIONS

- A. Do not place materials when, in the opinion of the Owner's Representative, weather conditions are unsuitable. Do not place concrete when the temperature is 40 F and falling. Concrete may be placed when temperature is above 35 F and rising. Do not place asphalt or asphaltic concrete when the temperature is below 50 F and falling. Asphalt or asphaltic concrete may be placed when temperature is above 40 F and rising.

2.00 PRODUCTS

2.01 MATERIALS

- A. Concrete Pavement:
 - 1. Concrete: 3000 psi conforming to Section 03 30 00.1 "Cast-In-Place Concrete (Limited Applications)."
 - 2. Reinforcing Steel: Of the same size and spacing as in the existing concrete pavement unless otherwise indicated. New billet steel, deformed bars, conforming to ASTM A615, Grade 60.
- B. Asphalt Pavement:
 - 1. Hot Mix Asphaltic Concrete:
 - a. Conforming to ODOT Standard Specifications, Section 411.

- b. Asphaltic Materials Used in the Mix: Conforming to ODOT Standard Specifications, Section 708.
 - c. Aggregate: Conforming to ODOT Standard Specification, Section 708.02.
- 2. Flexible Base: Of the depth and to the extent shown on the plans or match existing conditions. Unless otherwise shown on plans, flexible base shall be one or more of the following listed options:
 - a. Flexible Base Material: Conforming to ODOT Standard Specifications, Section 703, Type A, B, C, or D.

3.00 EXECUTION

3.01 PREPARATION

- A. Concrete Pavement: Cut pavement in parallel straight lines a minimum of 1 foot outside trench walls on each side to permit pavement removal before trench excavation. Make cuts by sawing partial pavement depth to avoid cutting reinforcing steel. After concrete pavement is broken up and removed, cut off existing reinforcing steel to provide a minimum of 30 bar diameters lap with new reinforcing steel on each side and bent back to clear the trench for excavation and pipe laying.
- B. Asphalt Pavement: Cut paved surface in parallel straight lines outside trench walls prior to trench excavation. Before pavement replacement has begun, make additional straight line cuts and remove pavement a minimum of 1 foot outside trench walls.
- C. Subgrade: The subgrade, including granular trench backfill, shall be approved by the Owner's Representative before any base or pavement surface is replaced. Moisten, reshape, and re-compact subgrade as necessary to receive the base material.

3.02 INSTALLATION

- A. Concrete Pavement Replacement:
 - 1. Install reinforcing steel on the approved subgrade and securely tie in place. Bend down existing reinforcing into proper position and securely tie each bar to new reinforcing bars. Support and tie reinforcing to steel bar chairs or other suitable supporting devices. New reinforcement shall be of equal size and spacing to existing steel, unless otherwise indicated. Install substantial forms to proper grade at pavement edges.
 - 2. Rapidly deposit concrete on the subgrade in successive batches and distribute to the required depth and for the entire width of the pavement by shoveling or other approved methods. Do not use rakes in handling concrete. The placing operation shall be continuous. Level the concrete, as soon as placed, and then struck off and screed to such elevation above grade that when consolidated and finished the surface of the pavement shall be at the proper elevation. Tamp the entire surface and consolidate the concrete so as to insure maximum compaction and a minimum of voids.
 - 3. After final floating and while the concrete is still workable, finish the surface to provide a uniform surface of gritty texture by brooming, use of belting, burlap drags or other approved methods.

4. Cure the concrete with an approved curing compound or other approved means. Concrete pavement shall not be opened to traffic until it has gained sufficient strength to withstand traffic without damage unless approved protective devices are provided. Concrete pavement at an age of 7 days or a strength of 2000 psi may be opened to traffic.
- B. Flexible Base:
1. Where the base course exceeds 6 inches in thickness, construct the flexible base in two or more courses of equal thickness. Wet, manipulate, and compact material to 95 percent maximum density as determined by ASTM D698. Where deemed necessary by the Owner's Representative, apply a uniform application of prime coat asphaltic material to the surface of the prepared subgrade, applied at a rate of not less than 0.30 gallon per square yard of surface.
 2. Where plant mix asphalt material is used for base, construction shall be in accordance with ODOT Standard Specifications, Section 703, as applicable to small areas.
- C. Asphalt Pavement Replacement:
1. Hot Mix Asphaltic Concrete: Apply prime coat to base or tack coat base as indicated. Coat contact surfaces of pavement edges and structures with asphalt before any pavement is placed. Do not place pavement until the Owner's Representative has approved the base. Hauling or transporting of the material to the project site, placing, compaction, and shaping shall be in accordance with ODOT Standard Specifications as applicable for small areas. After final compaction of the pavement, no vehicular traffic of any kind shall be permitted until the pavement has cooled and hardened for at least 6 hours. Smooth the finished surface course, upon completion of final rolling true to grade and cross-section. Immediately correct low or defective areas by cutting out the faulty areas and replacing with fresh, hot mixture. Compact the area to conform to the remainder of the pavement.
 2. Two-Course Asphalt Surface Treatment: On the approved surface of the finished base, asphalt at the rate of 0.20 to 0.30 gallons per square yard shall be applied by an approved distributor so operated to result in a uniform, proper distribution at the correct temperature. Immediately cover the surface with No. 1 aggregate, distribute at a rate of one cubic yard per 80 square yards, broom as necessary for uniform distribution, and roll with a flat wheel roller of ample weight. Make a second application of asphalt in the manner specified for the first application, at a rate of 0.30 to 0.40 gallon per square yard. Make the second application with No. 2 aggregate at a rate of one cubic yard per 110 square yards and process as specified for the first application. After the work has been completed, there should be a slight excess of aggregate on the surface.
- D. Other Improved Surfaces: Where water, storm drains, or sewer lines to be constructed traverse or cross through gravel surfaced public roads or shoulders, or private dirt or gravel driveways or parking areas, replace the surface with a quality material, workmanship and at a thickness at least equal to the existing surfaces.

END OF SECTION

32 91 19.13 TOPSOIL PLACEMENT AND GRADING

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to place topsoil, free from rock and foreign material in areas designated to receive sodding or seeding.

2.00 PRODUCTS

2.01 TOPSOIL

- A. General: The topsoil shall be fertile loam, easily cultivated and free from objectionable material, and shall have a relatively high erosion resistance and be readily able to support the growth of the planting, seeding, or sodding specified on the plans.
- B. Sources:
 - 1. The topsoil may be obtained from the right-of-way at sites of proposed excavation, or it may be obtained from sources outside the right-of-way, secured by the Contractor, and meeting the approval of the Engineer.
 - 2. Topsoil required in addition to salvaged topsoil from the project shall be secured from approved off-site borrow sources. Excavated material from construction which is suitable for topsoil shall be salvaged and used before any topsoil is obtained from borrow source.

3.00 EXECUTION

3.01 INSTALLATION

- A. Stockpile topsoil material at locations approved by the Owner's Representative. Remove any trash, wood, brush, stumps or other objectionable materials prior to placement. The source and stockpile areas shall be kept drained and in a neat and presentable condition. Place and spread topsoil to a uniform depth to provide 6-inch compacted depth, while maintaining drainage in areas to be seeded or sodded.

END OF SECTION

32 92 00 SODDING

ARTICLE 1: GENERAL

1.01 SECTION INCLUDES

- A. Provide materials, labor to install and maintain for the guarantee period all areas sodded.

1.02 RELATED SECTIONS

- A. Section 32 80 00 "Landscape Irrigation System."
- B. Section 32 93 00 "Trees, Shrubs, and Groundcover."

1.03 DEFINITIONS

- A. Sod: Thick matting of growing and living grass on a smooth bed free of foreign material, rocks larger than 1 inch in diameter and weeds.
- B. Stand of Grass: A uniform growth of specified grass plants covering all bare ground surface areas designated on the Drawings.

1.04 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. Official Method of Analysis of the Association of Official Analytical Chemists.
 - 2. American Sod Producers Association (ASPA), latest edition.
- B. Source Quality Control:
 - 1. Owner reserves right to inspect and approve the sod before it is cut at the source of the sod.
 - 2. Inspection of sod at the source does not preclude the right of rejection at the Site.

1.05 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Sodding shall be completed on or before August 1 or as approved by Owner.
 - 2. Frozen sod may not be used nor shall sod be placed on frozen ground.
 - 3. In times of drought, special provisions must be made to prevent the drying of the sod. All provisions shall be approved by the Owner.
 - 4. Do not sod when soil is excessively wet or dry.
- B. Protection: Restrict foot and vehicular traffic from sodded areas after laying until final inspection and acceptance.

1.06 GUARANTEE

- A. Substantial Completion: Sod shall be approved as being in accordance with the Specifications upon completion of the installation.

- B. Guarantee Period: A stand of grass for 90 days after Substantial Completion shall be guaranteed.
- C. Maintenance Period:
 - 1. Maintain newly laid sod until entire Project is accepted by the Owner.
 - 2. Any sodded areas that become eroded, damaged or any areas of sod that fail to become established satisfactorily, according to the Owner, shall be repaired and/or replaced at no additional expense to the Owner.
 - 3. Repair construction related damage to other plants or lawns during the maintenance period at no additional expense to the Owner.
 - 4. Maintenance shall consist of, but not be limited to:
 - a. Weeding.
 - b. Watering.
 - c. Mowing and Edging.
 - d. Spraying.
 - e. Fertilizing.
 - f. Repair of Erosion Damage.
- D. Final Acceptance will be provided by the Owner only upon completion of the entire Project and the establishment of a stand of grass as defined herein.

ARTICLE 2: PRODUCTS

2.01 MATERIALS

- A. Sod:
 - 1. Species: Tifway 419 Bermuda (*Cynodon dactylon*) for all areas.
 - 2. The sod shall be free of weeds or undesirable foreign plants, large stones, roots or other materials which might be detrimental to the development of the sod or to future maintenance.
 - 3. Sod shall be cut with approved sod cutters so that after it is placed, but before it is compacted, it shall have a uniform thickness of not less than 3/4 inch. The sod sections shall be cut in uniform widths, not less than 10 inches and in lengths of not less than 18 inches.
 - 4. Sod shall be uniform in color, leaf texture and shoot density.
- B. Fertilizer:
 - 1. Uniform composition.
 - 2. Pelletized.
 - 3. Containing following minimum percentage of plant food by weight:
 - a. Nitrogen: 8 percent.

- b. Phosphoric Acid: 4 percent.
 - c. Potash: 24 percent.
- 4. The fertilizer shall be delivered to the Site in bags or other sealed containers, each fully labeled, conforming to the applicable state fertilizer laws, and bearing the name, trade name or trademark and warranty of the producer.
- C. Water: Potable, available on-site. Contractor shall furnish temporary piping, hoses and connections as required.

ARTICLE 3: EXECUTION

3.01 INSPECTION

- A. Check that preceding Work affecting ground surface is completed, properly graded and drains well.
- B. Verify that soil is within allowable range of moisture content.
- C. See that the soil is free of weeds and foreign material immediately before sodding. Remove rocks and stones which are larger than 1 inch in diameter, remove from the Site and dispose of in an approved location.
- D. Do not start Work until conditions are satisfactory. To begin Work indicates acceptance of conditions.

3.02 PREPARATION

- A. All areas to be sodded are to be bladed and graded smooth. All clods shall be removed or be incorporated into existing soil. All debris shall be disposed of off-site at an approved location.
- B. Till fertilizer into top 2 inches of soil at rate of 125 pounds per acre.

3.03 APPLICATION

- A. The sod shall be moist and shall be placed on a moist soil bed.
- B. Sod shall be harvested, delivered and laid within a period of 24 hours, unless a suitable preservation method is approved prior to delivery. Sod not transplanted within this period shall be inspected for acceptance by the Owner prior to its installation.
- C. The sod shall be carefully placed by hand, edge to edge (with no gaps), and with staggered joints in rows parallel with the contours. Do not stretch or overlap sod.
- D. The sod shall immediately be pressed firmly into contact with the sod bed by rolling with approved equipment to provide a true and even surface.
- E. Screened soil of acceptable quality shall be used to fill all cracks between pads of sod; however, the quantity of the top dressing soil shall not be so great as to smother the grass.
- F. The surface of the soil in the sod after compaction shall be flush with or just below adjacent paving.
- G. Water sodded areas to a minimum depth of 2 inches after planting.

3.04 PROTECTION

- A. Immediately after sodding, erect barricades and warning signs as required to protect the areas from traffic until sod is established.

3.05 SOD ESTABLISHMENT

A. Watering:

- 1. The sod shall be kept moist from the time of its placement until it has become established and its continued growth ensured.
- 2. Watering shall be done at a rate which will avoid erosion and excessive runoff.

B. Mowing:

- 1. When grass reaches approximately 4 inches in height, mow to 2 to 2-1/2 inches in height.
- 2. Do not cut off more than 40 percent of grass leaf in single mowing.
- 3. Do not remove grass clippings.

- C. Repairing: Any areas that become eroded, damaged or any areas of sod that fails to become established satisfactorily, according to the Owner, shall be repaired and/or replaced at no expense to the Owner.

3.06 RESTORATION

- A. Repair damages done to the Site caused by the Contractor at no additional expense to Owner.

3.07 CLEANING

- A. Remove trash and excess materials from the Site.
- B. Maintain paved areas in clean condition.
- C. Remove barriers and signs from the Site at termination of the maintenance period.

END OF SECTION

Division 33
Utilities

35 05 01.02 DUCTILE IRON PIPE & FITTINGS

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install ductile iron pipe and fittings, including taps, connections, and appurtenances as required for a functional system as indicated herein. Unless otherwise noted, all above grade exposed pipe, fittings, and appurtenances shall be flanged while below grade piping, fittings and appurtenances shall be mechanical joint or push on joints. Trenching, backfilling, and pipe embedment shall be as shown on the Drawings and in accordance with Section 31 23 33 "Trenching and Backfill."

1.02 QUALITY ASSURANCE

- A. Factory Testing: The manufacturer shall perform all tests as required by AWWA C151. Welded outlets shall be hydrostatically tested at a pressure of 250 psi for a period of 1 hour. No leakage shall be allowed.
- B. Experience Requirements: Pipe shall be the product of a manufacturer who has a minimum of 10 years' successful experience manufacturing pipe of the particular type specified and the total pipeline shall be the product of one pipe manufacturer. The manufacturer shall have a minimum of 10 years' successful experience in the design and manufacturing of pipe joints of similar design, working pressure, pipe diameter and wall thickness as specified.
 - 1. Approved manufacturers are:
 - a. American
 - b. U.S. Pipe
- C. Owner Testing and Inspection:
 - 1. Pipe may be subject to inspection by an independent testing laboratory, which laboratory will be selected and retained by the Owner. Representatives of the laboratory or the Engineer shall have access to the Work whenever it is in preparation or progress, and the pipe manufacturer shall provide proper facilities for access and for inspection. The pipe manufacturer shall notify the Owner in writing, at least 2 weeks prior to the pipe manufacture so that the Owner may advise the manufacturer as to the Owner's decision regarding tests to be performed. Material and pipe which are discovered to be defective, or which do not conform to the requirements of this Section shall be subject to rejection at any time prior to final acceptance of the pipe. After final acceptance, each joint of pipe shall be stamped as approved by the laboratory.
 - 2. It is anticipated that production of pipe shall be done over a normal period of time and without "slow-downs" or other abnormal delays. In the event that an abnormal production time is required, and the Owner is required to pay excessive costs for inspection, then the Contractor shall be required to reimburse the Owner for such laboratory costs over and above those which would have been incurred under a normal schedule of production.

- D. Pipe Classification: Pipe manufacturer shall manufacture the pipe to meet the installation conditions, cover depth, and bedding and backfill requirements as shown on the Drawings or specified and furnish the correct class of pipe to meet these conditions. If additional requirements are required, pipe manufacturer shall coordinate their requirements with the Contractor.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01330 "Document Management" and shall include:
1. Record Data: Catalog data, including dimensions of new pipe and fittings and recommendations for handling and storage; details of lining and coating; thrust restraint provisions; hydrostatic pressure test plan and results; affidavit stating the pipe furnished complies with AWWA C151, AWWA C104, AWWA C110, AWWA C111, and these specifications; mill certificates, including chemical and physical test results for each heat of metal, if requested during pipe manufacturing operations; record drawings, including a schematic location-profile and a tabulated layout schedule, referenced to the pipeline stationing.
 2. Shop Drawings: Mechanical joint connections; connections to differing pipe materials.
 3. Certified Test Data: Certified Test Reports from the manufacturer's testing facility or an Owner approved testing laboratory; results of factory hydrostatic tests; pipe and fitting certification for conformance to ANSI/NSF 61.

1.04 REFERENCE SPECIFICATIONS

- A. Section 02217 31 23 33 "Trenching and Backfill."

1.05 STANDARDS

- A. Except as modified herein, the applicable provisions of the following standards shall apply as if written here in their entirety:
1. American Water Works Association (AWWA) Standards:

AWWA C104	Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings
AWWA C105	Standard for Polyethylene Encasement for Ductile Iron Piping
AWWA C110	Standard for Ductile Iron and Gray Iron Fittings
AWWA C111	Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
AWWA C150	Standard for Thickness Design of Ductile Iron Pipe
AWWA C151	Standard for Ductile Iron Pipe
AWWA C153	Standard for Ductile-Iron Compact Fittings for Water Service
AWWA C600	Standard for Installation of Ductile Iron Water Mains and Appurtenances
AWWA C606	Grooved and Shouldered Joints

2. Steel Structures Painting Council (SSPC) Standard: SSPC SP6, Commercial Blast Cleaning.
3. All ductile iron pipe and fittings for potable water systems shall conform to American National Standards/National Science Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.

1.06 DELIVERY AND STORAGE

- A. Handling and storage of pipe and fittings shall comply with AWWA C600 and the manufacturer's recommendations. It is desired that the pipe be hauled direct from the pipe plant to the right-of-way and strung along the pipeline route, thus avoiding rehandling of the pipe and the possibility of damage thereto. Where fully loaded truck and trailer cannot operate along the pipeline route, pipe may be unloaded at access points along the route and brought to the trench side by approved methods; however, the Contractor shall be responsible to ensure that the pipe is undamaged at the time of laying.

1.07 GUARANTEES

- A. The product shall be warranted and guaranteed per the General Conditions of the Specifications.

2.00 PRODUCTS

2.01 MATERIALS

- A. Ductile Iron Pipe:
 1. Ductile iron pipe shall be made of ductile iron in accordance with AWWA C151. All ductile iron pipe shall have a minimum working pressure as indicated on the Drawings. Pipe shall be rated for pressure in accordance with AWWA C151 for pressure class of pipe as indicated. Standard joint length shall be 18 to 20 feet. Flanged ductile iron pipe shall be in accordance with AWWA C115.
 2. Pipe manufacturer shall manufacture the pipe to meet the installation conditions, cover depth, and bedding and backfill requirements as shown on the Drawings or specified and furnish the correct class of pipe to meet these conditions.
- B. Fittings: Fittings shall be ASTM A536 ductile iron or ASTM A48 cast iron in accordance with AWWA C110. Fittings shall be rated for a minimum working pressure of 250 psi, unless specified otherwise. Factory welded outlets may be used in lieu of tee fittings for 18-inch and larger tee fittings. Factory welded outlets shall have a minimum pressure rating of 250 psi. Factory welded outlets may not be used near sources of vibration, such as pump stations or roads.
- C. Joints for Pipe and Fittings:
 1. Joints shall be in accordance with AWWA C110, AWWA C111, and AWWA C151. Standard joints for ductile iron pipe and fittings shall be push-on. Where indicated, joints shall be mechanical joint, flanged, or grooved.
 2. Flanged joints shall have pressure ratings equal to or greater than adjacent pipe. Flange pattern shall match pattern of valve, fitting, or appurtenance to be attached. Flanges on ductile iron pipe shall be ductile iron.

D. Provisions for Thrust:

1. Thrust at bends, tees, plugs, or other fittings shall be resisted by restrained joints. If thrust cannot be accommodated using restrained joints, thrust blocking or concrete anchors to restrain thrust may be used on a case-by-case basis when approved by the Engineer.
2. Restrained joints shall be used for a sufficient distance from each bend, tee, plug, or other fitting to resist thrust which will be developed at the design pressure of the pipe. For the purpose of thrust restraint, design pressure shall be 1.5 times the design working pressure class indicated.
3. The length of pipe with restrained joints to resist thrust forces shall be determined by the pipe manufacturer in accordance with Thrust Restraint Design for Ductile Iron Pipe, Ductile Iron Pipe Research Association using the following parameters:
 - a. Laying condition equal AWWA C600 Type 4 bedding.
 - b. If polyethylene encasement is used, restrained length shall be doubled to account for reduced soil to pipe friction resistance.
4. Where indicated and where required for thrust restraint, joints shall be restrained. Restrained joints shall be mechanically interlocking joints. Restrained joints shall be U.S. Pipe "TR Flex", American Ductile Iron Pipe "Flex Ring", or Clow Corporation "Super-Lock". Restraining fittings using set screws, restraining gaskets, gripper type glands, and field-cuts of restrained joints shall be Mega-Lug, or approved equal. Field welding shall not be allowed. Restrained joints shall be capable of sustaining the design pressure as specified herein.

E. Coating:

1. Coat the exterior of the pipe and fittings with a 1 mil bituminous coating in accordance with AWWA C110 and AWWA C151, unless specified otherwise.
2. All ductile iron pipe and fittings shall be coated with a layer of arc-sprayed zinc per ISO 8179 before applying the bituminous coating asphaltic top coating in accordance with the pipe manufacturer's recommendations.
3. In addition to the factory applied asphaltic coating, all buried ductile iron pipe and fittings shall have two layers of tube-type polyethylene encasement in accordance with AWWA C105. Polyethylene encasement shall be 16 mils thick. Both ends of the pipe shall be thoroughly sealed with adhesive tape or plastic tie straps at the joint overlap. Place circumferential wraps of tape at 2-foot intervals along the barrel of the pipe to minimize the space between the encasement and the pipe. Pipe shall be wrapped with V-BIO Enhanced Polyethylene Encasement in accordance with manufacturers recommendation.

F. Lining: Ductile iron pipe and fittings shall have a cement mortar lining in accordance with AWWA C104 and bituminous seal coat. Thickness of lining shall be as specified in AWWA C104. Air piping shall not be lined.

G. Flexible Joint Couplings:

1. Flexible joint couplings shall be Dresser Style 38, Rockwell Style 411, Victaulic Depend-O-Lok - E x E, Type II or approved equal, unless otherwise shown.

2. Provide restrained flexible joint couplings or restrained flexible joints on all pipes connecting to concrete structures and at other locations shown on the Drawings. Restrained flexible couplings shall be Victaulic Depend-O-Lok F x F Type II or approved equal. Restrained flexible joints shall be U.S. Pipe "TR Flex", American Ductile Iron Pipe "Flex Ring", Clow Corporation "Super-Lock", or approved equal.
- H. Insulated Connections: Where insulated connections are indicated, the pipe manufacturer shall furnish dielectric insulation gaskets, sleeves, and two plastic washers for each bolt. Insulating kits shall be Insulket or approved equal.

3.00 EXECUTION

3.01 INSTALLATION

- A. General: Install ductile iron pipe, fittings, specials, valves, and hydrants in accordance with AWWA C600 and the Specifications. Trenching and backfilling shall be in accordance with Section 31 23 33 "Trenching and Backfill." Before lowering into the trench, inspect each joint of pipe. Pipe will then be accepted, rejected, or repaired.
- B. Pipe Laying: Lower pipe, fittings, and special castings into trench by crane or other suitable method. Do not roll in or "dump" into the trench. Handle pipe and fittings with belts, slings, or other equipment designed to prevent damage to the pipe and coating. Remove dirt and trash that may be in the barrel of the pipe, on the spigot or in the bell while the pipe is suspended. Keep the pipe clean during the laying operation and free of sticks, dirt, and trash, and at the close of each operating day seal the open end of the pipe with a gasketed night cap. Do not lay pipe in water.
- C. Pipe Alignment: Install pipe and fittings to the line and grade indicated. In areas where the line and grade indicated cannot be achieved using standard manufactured bends and fittings, make slight adjustments by deflecting joints. Joint deflections may not exceed the lesser of the maximum deflections stipulated in AWWA C600 or 75 percent of the manufacturer's maximum recommended deflection. Resolve any conflicts with existing utilities and structures.
- D. Joint Making:
 1. Jointing Mechanical Joint Pipe:
 - a. Joint this type of pipe in accordance with the manufacturer's recommendations, with uniform torque on bolts.
 - b. After carefully cleaning both spigot and bell and after slipping the follower ring and gasket over the spigot end, slip the spigot into the bell. Apply a lubricant to the spigot to assist in assembly.
 - c. Carefully seat the gaskets by hand to be even in the bell at all points.
 - d. After drawing up the follower ring to uniform bearing against the gasket, insert the bolts and tighten by hand in pairs using bolts opposite each other.
 - e. Tighten the nuts to hold the required pressure. Extension wrenches or pipes over wrench handles shall not be permitted. Use 10-inch ratchet wrenches to tighten the nuts to a uniform torque.

- f. The finished joint shall be watertight.
- 2. Making Flanged Joints: Erect flanged pipe in accordance with the controlling dimension as specified. Thoroughly clean each piece of flanged pipe to remove dirt, rust, grease, and other foreign matter. Thoroughly wire brush flanged faces to ensure even bearing for gaskets and mating flanges. Place full face gasket, use drift pins to align holes, and tighten flange bolts, each in turn, at a uniform torque around the joint. Finished joints shall be watertight.
- 3. Making Push-On Joints:
 - a. The jointing of this type of joint shall be as recommended by the manufacturer. The procedure for jointing shall be generally as follows:
 - 1). Thoroughly clean and dry the spigot and bell before starting the assembly of the joint. Wipe the gasket clean with a cloth.
 - 2). Place the gasket into the gasket seat in the bell.
 - 3). Apply a thin film of lubricant to the surface of the gasket that will come in contact with the entering pipe spigot. If necessary, also apply lubricant to the spigot.
 - 4). Make the joint by exerting sufficient force on the entering pipe so that its plain end will move past the gasket to the seat of the bell.
 - 5). If restrained joints are used, orient pipe to permit ease of assembly. Place locking device after installation of spigot into bell.
 - b. installation instructions.
- 4. Making Split-Sleeve Coupling Joints:
 - a. Exterior surfaces of the pipe shall be clean, smooth and free from weld beads, seams, scars, indentations, roll marks, exterior coatings and flat spots.
 - b. Install split-sleeve couplings in accordance with the manufacturer's latest installation instructions.
- E. Polyethylene Encasement: Wrap bituminous coated ductile iron pipe in polyethylene encasement in accordance with AWWA C105. Repair or replace encasements which have tears, rips, or punctures in the polyethylene wrap.
- F. Painting: Paint piping which is submerged or exposed to the atmosphere in accordance with Section 09905 "High-Performance Coatings."

3.02 FIELD QUALITY CONTROL

- A. Perform a hydrostatic test as specified in Section 33 05 05.31 "Hydrostatic Testing."
- B. Disinfect the piping system as specified in Section 33 12 19 "Disinfecting of Water Utility Distribution."

END OF SECTION

33 05 05.31 HYDROSTATIC TESTING

1.00 GENERAL

1.01 WORK INCLUDED

- A. Hydrostatically test new pipe between valves or plugs at the pressure and for the duration specified.
- B. Additional plugs may be installed to reduce the length of each test section. No additional compensation will be paid if additional plugs are used.
- C. Provide a pressure reducing backflow preventer and all temporary piping, pumping, fittings and gauges required to fill, test and then drain the pipe.
- D. Do not begin test until pipe has been backfilled for at least 7 days.

1.02 SUBMITTALS

- A. Submit detailed hydrostatic test procedure 10 days prior to conducting the test.
- B. Submit Hydrostatic Pipe Test Reports per Section 01 33 00 "Document Management."

1.03 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:

- 1. ASTM International (ASTM):

ASTM F2164	Standard Practice for Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure
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- 2. American Water Works Association (AWWA):

AWWA C200	Steel Water Pipe, 6 In (150 mm) and Larger
AWWA C600	Installation of Ductile-Iron Mains and Their Appurtenances
AWWA C604	Installation of Buried Steel Water Pipe – 4 In. (100 mm) and Larger
AWWA C605	Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
AWWA M9	Concrete Pressure Pipe
AWWA M11	Steel Pipe – A Guide for Design and Installation
AWWA M23	PVC Pipe – Design and Installation
AWWA M41	Ductile-Iron Pipe and Fittings
AWWA M55	PE Pipe – Design and Installation

2.00 PRODUCTS

2.01 WATER FOR TESTING

- A. Obtain water for filling and testing the pipeline and provide all temporary pumps and piping necessary to fill the pipeline.
- B. If chlorinated water is used, then dechlorinate it before disposal per all regulations.

2.02 TEST PLUGS

- A. Design plugs or blind flanges to withstand the test pressure on either side with only atmospheric pressure on the opposite side.
- B. Provide a 30-inch access manhole in one side of the plug and a 12-inch flanged outlet on the other side of the plug unless shown differently on the Drawings.

3.00 EXECUTION

3.01 GENERAL

- A. Perform hydrostatic test in accordance with this Section, AWWA Standards, AWWA Manuals, and the supplier's recommendations.
- B. Leakage during hydrostatic testing shall not exceed 10gal/inch per mile of pipe per 24 hours at 150 psi testing pressure in accordance with OAC 252:626-19-2(e).

3.02 TEST PRESSURE

- A. 1.5 x Pipe Pressure Rating

3.03 TEST PREPARATION

- A. Fill pipe at 0.5 feet per second in the main pipe.
- B. Verify all air valves are working and air is vented from temporary taps. Plug taps after test.
- C. Pressurize HDPE pipe to the test pressure and hold for 4 hours (this is the expansion phase). Add as much water as necessary to maintain the test pressure unless there is an obvious leak that must be fixed.
- D. Examine bulkheads, valves, manholes, flanges, and connections for leaks during this period. Stop any leaks before continuing.
- E. If an existing valve is in the test section, then coordinate with the Construction Manager to determine an approved method for measuring any leakage past the valve. Furnish all necessary equipment and include the cost for this effort in the Contract Price.

3.04 TEST DURATION

- A. After the expansion phase, test the section for 1 hour. If the test fails, then allow the pipe to relax for 8 hours before retesting.

3.05 EXAMINATION UNDER PRESSURE

- A. Decrease the pressure by 10 psi.
- B. Protect the gauge from direct sunlight during the test.
- C. Inspect the pipe during the test to locate any leaks or breaks, defective joints, cracked or defective pipe, fittings, or valves. Correct defective Work identified during the pressure test.
- D. Correct all identified leaks even if leakage is within the parameters for permissible make up water per Paragraph [3.06].
- E. Test the pipe again after defective Work has been corrected. If HDPE pipe has been under test pressure for 8 hours, then allow it to relax for 8 hours before retesting it. Repeat the test and correction of defective Work until satisfactory test results are obtained.

3.06 PERMISSIBLE MAKEUP WATER

- A. Makeup water is not allowed for HDPE. The test is acceptable if the pressure drops no more than 5 percent during the test phase. Retest the pipeline, after allowing it to relax for 8 hours, if the pressure drops more than 5 percent.

3.07 CORRECTIONS OF DEFECTS

- A. Repair any defective joints, cracked or defective pipe, fittings, or valves discovered in performance of this pressure test with sound material meeting the requirements of the Contract Documents and repeat the test until satisfactory results are obtained. Repair all noticeable leaks even if the actual leakage is within the allowable limits.

3.08 REMOVAL OF TEST PLUGS

- A. Remove test plugs once both sides of the pipeline have been tested. If another contractor may need the plug, then coordinate with them – the last contractor to need the plug shall remove it and repair the mortar lining.
- B. Leave the pipeline full of water upon completion of the hydrostatic test, except where internal test plugs must be removed to allow construction to continue.

END OF SECTION

33 05 23.33 PIPELINE CROSSING [HIGHWAYS, ROADWAYS, RAILROADS, UTILITIES, OR DRAINAGE CHANNELS BY TUNNEL OR TRENCHLESS CONSTRUCTION METHODS]

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install casing pipe or tunnel liner plates by tunnel or trenchless construction methods as specified herein. This Section sets forth the requirements for construction and installation of pipelines crossing roadways using horizontal auger boring, a jacking shield, or hand tunneling methods.

1.02 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Tunnel or Trenchless Contractor: Unless specified otherwise, tunnel or trenchless construction shall be performed by a competent, experienced contractor or subcontractor. The tunnel or trenchless contractor or subcontractor shall have a satisfactory experience record of at least 5 years engaged in similar work and shall demonstrate successful completion of at least three previous projects within the last 5 years using tunnel or trenchless methods similar to those proposed involving installation of casing pipe or tunnel liner plate equal to or greater than the diameter as that proposed and in similar ground conditions anticipated for this Project.
- B. Performance Requirements: Horizontal or vertical variation in the final position of the casing pipe or tunnel liner plate from the proposed line and grade shall be permitted only to the extent of the tolerances provided herein, provided that such variation shall be regular and only in the direction that will not detrimentally affect the installation or intended function of the carrier pipe in the opinion of the Engineer.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Copies of permit(s) as required herein for construction of the pipeline crossing, if required to be obtained by the Contractor.
 - 2. Qualifications for the Contractor or subcontractor who is performing the tunnel or trenchless construction as required by Paragraph 1.02.A..
 - 3. Pipeline Crossing Work Plan, which shall include, but not be limited to the following:
 - a. Site layout plan, including a plan view of the Contractor's proposed operations, including but not limited to dimensions of the pit excavations, dimensions of equipment to be utilized, location where excavated materials will be placed, location of where casing pipe or tunnel liner plate will be stored prior to installation, etc.
 - b. Product data, description of, and operation manual for auger boring, jacking shield, or hand tunneling equipment proposed to be used. Include capacity, number, and

- arrangement of hydraulic jacks as applicable. Provide details of thrust ring, jacking controls, and pressure gages as applicable.
- c. Means and methods to control of line and grade of equipment.
 - d. Theoretical volume calculation for the proposed excavation, including an estimated bulking factor.
 - e. Description of the proposed procedures for performing tunnel or trenchless excavation, including handling and disposal of excavated materials.
 - f. Description of the proposed procedures for installation of casing pipe, including jointing and welding procedures of casing pipe, as applicable.
 - g. Description of the proposed procedures for installation of tunnel liner plates, if used.
 - h. Product Data and proposed procedures for use of pipe lubrication materials proposed for use for installation of the casing pipe, if used.
 - i. Description of the proposed procedures for installation of the carrier pipe, including Product Data and Shop Drawings of casing spacers or insulators and end seals and dimensions and proposed locations of such to ensure line and grade.
 - j. Mix design for the proposed contact grout and backfill grout, including Product Data and applicable test reports for each constituent of the mix design.
 - k. Description of the proposed procedures for batching, mixing, pumping, and placement of contact grout and backfill grout.
4. Shop Drawings and mill test certificates of the casing pipe from the casing pipe manufacturer, including jointing and welding requirements, lubrication/grout ports or fittings, joint details, and other items to be furnished with and fabricated for the pipe. Include dimensions, tolerances, wall thicknesses, material properties and strength, and other pertinent information. Shop Drawings shall include calculations for the design of the casing pipe, including calculations for the anticipated jacking forces along the full length of the casing pipe installation and the maximum allowable jacking force that may be applied to the casing pipe without damage. Calculations shall be performed by a professional engineer licensed in the state where Project is located and retained by the Contractor. Calculations associated with the casing pipe are for record purposes only and will not be reviewed by the Engineer.
 5. Shop Drawings and mill test certificates of the tunnel liner plate and fasteners from the tunnel liner plate manufacturer. Shop Drawings shall include calculations for the design of the tunnel liner plate, including calculations for the maximum allowable jacking force that may be applied against the tunnel liner plate without damage. Calculations shall be performed by a professional engineer licensed in the state where Project is located and retained by the Contractor. Calculations associated with the tunnel liner plate are for record purposes only and will not be reviewed by the Engineer.

6. Daily reports, to be submitted no more than 12 hours after the end of each shift, including, but not limited to the following:
 - a. Name of crew members and their classification, number of hours worked, quantity of materials installed or used, and a summary of the work activities, regardless of the amount of progress made.
 - b. Starting and ending station of excavation face and limits of installation of casing pipe or tunnel liner plate completed.
 - c. Torque, jacking pressures, and other parameters measured by the excavation equipment as applicable.
 - d. Type and quantity of material excavated and removed compared to the theoretical volume.
7. As-built documentation, to be submitted no more than 1 week after completion of casing pipe or tunnel liner plate installation and another submittal no more than 1 week after completion of carrier pipe installation, which shall include, but not be limited to the following:
 - a. Name of Contractor and subcontractor, if applicable, and contact information.
 - b. Date of completion of installation.
 - c. Summary of type, size, and dimensions of casing pipe, tunnel liner plate, or carrier pipe installed.
 - d. Summary of project survey information.
 - e. Plan and profile drawing, including theoretical alignment, actual installed alignment, survey benchmarks, and other pertinent information such as adjacent structures or facilities.
8. Contingency plan that includes corrective actions to be taken in the event of excessive ground movement (settlement or heave), excessive deviation from line and grade, slower than anticipated progress, stuck excavation equipment, damage to an existing utility, or encountering greater than anticipated groundwater inflows.

1.04 STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO):

AASHTO M190	Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO	Standard Specifications for Highway Bridges

B. American Society of Civil Engineers (ASCE):

ASCE MOP 106	Manual of Practice [for] Horizontal Auger Boring Projects
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C. ASTM International (ASTM):

ASTM A36/ A36M	Standard Specification for Carbon Structural Steel
ASTM A123/ A123M	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A135/ A135M	Standard Specification for Electric-Resistance-Welded Steel Pipe
ASTM A139/ A139M	Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS4 and Over)
ASTM A153/ A153M	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307	Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength
ASTM A449	Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A572/ A572M	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A1011/ A1011M	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength

D. American Water Works Association (AWWA):

AWWA C206	Field Welding of Steel Water Pipe
AWWA C210	Liquid-Epoxy Coatings and Lining for Steel Water Pipe and Fittings
AWWA M11	Steel Water Pipe – A Guide for Design and Installation

1.05 JOB CONDITIONS; PERMITS AND EASEMENT REQUIREMENTS

- A. Construction along roadways shall be performed in such a manner that construction materials and excavated material be kept off the highways, roadways, and railroads at all times, as well as all operating equipment. Construction shall not interfere with the operations of the roadways, unless otherwise allowed by the authority having jurisdiction.
- B. Traffic control devices, such as barricades and warning signs, and flagmen, when necessary and required by the authority having jurisdiction, shall be provided by the Contractor.
- C. If rock is encountered, no blasting shall be allowed. Existing pipelines and other existing infrastructure are to be protected. The Contractor shall verify location and elevation of any existing pipelines and other existing infrastructure before proceeding with the construction so as to avoid damage to the existing pipelines or other existing infrastructure during construction. Verification of location and depths of existing pipelines and other existing infrastructure shall be the complete responsibility of the Contractor.

1.06 OPTIONS

- A. Casing Material: Unless specified otherwise, the Contractor may use steel pipe or tunnel liner plate where tunnel or trenchless construction is required for installation of carrier pipe. The material specifications for casing pipe and tunnel liner plate herein are the minimum acceptable requirements. The Contractor shall be fully responsible to ensure the materials used are of sufficient strength for the installation method chosen and the soil conditions that are actually encountered.
- B. Tunnel and Trenchless Methods: Unless specified otherwise, the Contractor may use auger boring, a jacking shield, or hand tunneling for the installation method of casing material.

The Contractor shall be fully responsible to ensure the methods used are adequate for the protection of workers and the public.

1.07 DEFINITIONS

- A. Auger Boring: A technique for forming a bore from a jacking shaft to a receiving shaft by means of a rotating auger, which may include cutting tools. Casing pipe is jacked forward sequentially in a cyclic process while the auger is turning. Spoils are removed back to the jacking shaft by helically wound auger flights rotating inside the casing pipe. The equipment may have limited guidance and steering capability.
- B. Casing Pipe: A casing pipe is a pipe used to support a tunnel or trenchless excavation and subsequent installation of a carrier pipe.
- C. Jacking Shaft: An excavation from which tunnel or trenchless equipment is launched for the installation of a pipeline or conduit.
- D. Jacking Shield: A jacking shield is a fabricated steel cylinder where excavation is carried out either by machine or by hand while support, such as tunnel liner plates are installed. The shield may have limited guidance and steering capability.
- E. Pipe Jacking: Pipe jacking is a system of using hydraulic jacks from a jacking shaft to directly install pipes behind a jacking shield so that they form a continuous string of pipe in the ground.

2.00 PRODUCTS

2.01 MATERIALS

- A. Casing Insulators or Spacers:
 - 1. Casing insulators or spacers shall be specifically designed to adequately support and electrically isolate the carrier pipe within the casing pipe under all conditions. Insulators or spacers shall consist of pre-manufactured steel bands with plastic lining and plastic runners. Insulators shall fit snug over the carrier pipe and position the carrier pipe approximately in the center of the casing pipe, to provide adequate clearance between the carrier pipe bell and the casing pipe. Fasteners for insulators shall be stainless steel or cadmium plated. The number and location of casing insulators or spacers shall be determined by the manufacturer to protect carrier pipe from damage.
 - 2. Manufacturers of casing insulators or spacers shall be:
 - a. Advance Products & Systems, LLC (<http://www.apsonline.com>).
 - b. Cascade Waterworks Manufacturing Company (<http://www.cascademfg.com>).
 - c. CCI Piping Systems (<http://www.ccipipe.com>).
 - d. Approved equal.
- B. Mortar Bands: If allowed by the authority having jurisdiction, concrete cylinder pipe and mortar coated steel pipe may have thickened outside mortar bands in lieu of casing insulators or spacers. Mortar bands shall properly position the carrier pipe within the casing pipe or tunnel liner plates.

C. End Seals:

1. End seals shall be specifically designed to seal the annular space between the casing pipe and the carrier pipe at the ends of the casing pipe.
2. Manufacturers of end seals shall be:
 - a. Advance Products & Systems, LLC (<http://www.apsonline.com>).
 - b. Cascade Waterworks Manufacturing Company (<http://www.cascademfg.com>).
 - c. CCI Piping Systems (<http://www.ccipipe.com>).
 - d. Approved equal.

D. Casing Pipe: Casing pipe shall be welded steel pipe or press-fit steel pipe. Contractor shall be fully responsible for the design of the steel casing pipe, including joints, that meet or exceeds all of the requirements presented herein. Design of the casing pipe shall be performed by a licensed professional engineer licensed in the state where the Project is located as required herein.

1. Welded steel casing pipe shall have a minimum yield strength of 35,000 psi and shall conform to the requirements of ASTM A139/A139M, AWWA C200, and AWWA M11. Pipe joints of welded steel pipe shall be full butt welded in accordance with the casing pipe manufacturer's recommendations and with AWWA C206, as applicable.
2. Press-fit steel casing pipe shall conform to the requirements of ASTM A36/A36M and A572/A572M, Grade 42. Proprietary Permalok T-5 joints or similar shall be used.
3. Minimum wall thickness of steel casing pipe shall be as indicated below, as otherwise indicated in the applicable standards referenced herein, or as otherwise required by the authority having jurisdiction, and shall be considered the minimum thickness acceptable. The wall thickness of the steel casing pipe shall be increased as necessary by the Contractor to obtain the adequate strength, stiffness, buckling strength, resistance to deflection, and be able to accommodate the maximum allowable jacking load. The casing pipe shall be designed as to not allow deflection of more than 3 percent.

Location	Casing Diameter	Wall Thickness
Under Street Pavement	24"	0.312"

2.02 GROUT MIXES

- A. Contact grout shall consist of cement, water, and fluidizers as required to produce a satisfactory pumpable grout with a minimum compressive strength of 500 psi at 28 days.
- B. Backfill grout shall be either structural grout or cellular concrete.
 1. Structural grout shall consist of a mixture of sand, cement, and water with a minimum compressive strength of 4000 psi at 28 days. Admixtures may be used to control set times and prevent washout of the cement paste.
 2. Cellular concrete shall consist of a mixture of cement, water, and a foaming agent with a minimum compressive strength of 150 psi at 7 days and 250 psi at 28 days. Cellular

concrete shall have a minimum wet density of 50 pcf, unless water is present inside the casing, where a minimum wet density of 65 pcf shall be required. The foaming agent shall conform to ASTM C869 and shall be tested in accordance with ASTM C796. No aggregate or fillers shall be used. No admixtures shall be without specific written approval from the foaming agent manufacturer.

- C. Cement used in the grout mixes shall conform to ASTM C150, Type II.
- D. Water used in the grout mixes shall conform to ASTM C94.

3.00 EXECUTION

3.01 GENERAL CONSTRUCTION PROCEDURES

- A. Contractor shall comply with all applicable requirements of permits as described or referenced herein, whether or not such permits were obtained by the Contractor.

3.02 JACKING AND RECEIVING PITS

- A. Excavation and backfill of jacking and receiving pits shall be performed in accordance with Section 31 23 33 "Trenching and Backfill" and Section 31 23 36 "Trench Safety" and as required by standards referenced herein.
- B. Contractor shall not perform excavation activities beyond the limits shown on the Drawings.
- C. Contractor shall keep the jacking and receiving pits free from standing water to the extent practical and shall perform dewatering as necessary.
- D. Upon completion of the Work described herein, Contractor shall restore the Site as required by the Contract Documents.

3.03 TUNNEL OR TRENCHLESS EXCAVATION

- A. Contractor shall commence excavation operations from the low or downstream end of the tunnel or trenchless crossing, unless otherwise specified.
- B. Contractor shall perform Work in a manner that minimizes ground settlement or heave.
- C. Contractor shall furnish all equipment and all necessary temporary electrical power and water service to perform the Work described herein.
- D. Auger boring or jacking shield equipment shall be manufactured by a company that specializes in the design and fabrication of this type of equipment and has at least 5 years of experience in the design and fabrication of such equipment. The equipment shall meet the following minimum requirements:
 - 1. Capable of installing casing pipe or tunnel liner plate at the diameters and lengths required by the Drawings.
 - 2. Provide a means for controlling line and grade within the tolerances listed herein.
 - 3. Capable of maintaining settlement or heave of the ground to limits as required herein or as otherwise acceptable to the authority having jurisdiction.
 - 4. Hydraulically operated and capable of installing casing pipe or tunnel liner plate in a controlled manner.

- 5. Capable of providing sufficient torque and jacking loads as appropriate.
- E. For auger boring equipment, the auger shall only extend a maximum of 3 inches beyond the leading edge of the casing pipe to avoid ground loss. If non-cohesive or unstable conditions are encountered, the end of the auger and cutting tools, if used, shall be retracted into the casing a distance of at least three times the diameter of the casing to create a soil plug at the end of the casing to prevent ground movement. The diameter of the auger and cutter tools shall not be greater than the outside diameter of the casing pipe.
- F. Excavated materials shall be removed from the tunnel or trenchless excavation to the jacking pit and shall be disposed of properly at an off-site facility.

3.04 INSTALLATION OF CASING PIPE BY AUGER BORING OR A JACKING SHIELD

- A. Casing pipe to be installed by tunnel or trenchless methods as described herein shall meet the requirements for the type of casing pipe specified herein and shall be in accordance with the Contractor's accepted submittals.
- B. Contractor shall monitor the volume of material excavated and adjust rate of excavation to prevent settlement or heave of the ground.
- C. Casing pipe shall be set on properly braced and supported guide rails in the jacking shaft prior to installation.
- D. Contractor shall not exceed the maximum allowable jacking force when jacking the pipe.
- E. Jointing and welding of the casing pipe shall be performed in accordance with the casing pipe manufacturer's recommendations.
- F. Provide a means of tracking the leading edge of the casing pipe using an electronic transmitting and receiving device.
- G. In the event a section of casing pipe is damaged during installation, the additional casing pipe shall be advanced through the receiving pit to allow for the removal of the damaged casing pipe. This shall be performed at no additional cost to the Owner.

3.05 INSTALLATION OF TUNNEL LINER PLATE WITH A JACKING SHIELD OR HAND TUNNELING

- A. Tunnel liner plate to be installed by tunnel or trenchless methods as described herein shall meet the requirements for the type of tunnel liner plate specified herein and shall be in accordance with the Contractor's accepted submittals.
- B. Assembly of the tunnel liner plate shall be performed in accordance with the tunnel liner plate manufacturer's recommendations. Assemble steel liner plates into circumferential rings. Liner plates shall be of the type to permit segments to be installed completely from inside the tunnel or trenchless crossing.
- C. Accurately maintain the face of the excavation inside the tunnel so as to allow the absolute minimum of void space outside the liner plate. Maintain a maximum of a 1/2-inch tolerance between the outside of the tunnel liner plate and the surrounding excavation wherever possible. The excavated tunnel diameter shall not be greater than 2 inches larger than the tunnel liner plate outside diameter.
- D. Tunnel liner plate installation shall proceed as closely as possible behind the face of the excavation. The face of the excavation shall at no time be more than 6 inches ahead of the

required space to install an individual tunnel liner plate. Use breast plates, poling boards, or other suitable devices to maintain accurate excavation with the minimum of unsupported excavation at any time. Tunnel liner plates shall not be allowed to deflect vertically during installation.

- E. Contractor shall not exceed the maximum allowable jacking force when advancing the jacking shield against the tunnel liner plate, if used.
- F. In the event tunnel liner plate(s) are damaged during installation or jacking operations, the damaged tunnel liner plate(s) shall be removed and replaced. This shall be performed at no additional cost to the Owner.

3.06 INSTALLATION OF CONTACT GROUT

- A. Install contact grout in the void space between the outside of the casing pipe or tunnel liner and the excavation, especially in any voids created by over-excavation, caving, or collapse. For casing pipe, install contact grout mix immediately upon completion of setting casing pipe. For tunnel liner plate, install contact grout at the end of each workday as tunnel liner plates are actively being installed or more often as conditions warrant.
- B. Unless specified otherwise, install contact grout through grout ports or grout fittings installed in the casing pipe or tunnel liner plate that are 42 inches in diameter or larger or if voids are suspected. Grout ports or fittings shall be fabricated into casing pipe at a maximum spacing of 10 feet. Grout ports or fittings shall be fabricated into each individual liner plate.
- C. Grouting operations shall be performed in such a manner to prevent damage to the casing pipe, tunnel liner plate, the surrounding ground, or adjacent facilities or existing utilities. Contact grout shall be injected at a pressure that will not distort or imperil any portion of the Work.
- D. Remove fittings and plug grout ports and fittings after completion of contact grouting.

3.07 CONTROL OF LINE AND GRADE

- A. Benchmarks and other survey control points shall be established by the Contractor. Accuracy of the benchmarks shall be verified prior to commencement of construction by the Contractor.
- B. The casing pipe or tunnel liner plate shall be installed to meet the following tolerances along the entire length of the tunnel or trenchless crossing. If the installation exceeds the specified tolerances herein, Contractor shall perform corrective work that is acceptable to the Engineer and at no additional cost to the Owner.
 - 1. Horizontal Tolerance: Plus or minus 6 inches from theoretical horizontal alignment for every 100 feet of tunnel or trenchless crossing, unless otherwise specified.
 - 2. Vertical Tolerance: Plus or minus 2 inches from theoretical vertical alignment for every 100 feet of tunnel or trenchless crossing, unless otherwise specified.

3.08 INSTALLATION OF CARRIER PIPE

- A. Carrier pipe to be installed within the casing pipe or tunnel liner plates shall meet the requirements for the type of carrier pipe as specified. Where indicated, place, align, and anchor casing insulators or spacers inside the casing pipe.
- B. Pull or skid pipe into place inside the casing pipe or tunnel liner plate. Lubricants such as flax soap or drilling mud may be used to ease pipe installation. Contractor shall not use petroleum products, such as oil or grease for this purpose.
- C. Perform all required testing and surveying of the carrier pipe prior to performing backfill grouting.

3.09 BACKFILL GROUTING

- A. The annular space between the casing pipe and the carrier pipe shall be completely backfilled throughout the entire length from the low (downstream) end of the pipeline crossing. Seal the low end and place backfill grout until grout is extruded from the opposite end.
- B. The carrier pipe and any other piping or conduits whether temporary or permanent shall be firmly anchored or blocked in place, while maintaining required clearances, to prevent floatation or movement during backfilling operations.
- C. After backfill grouting is completed, seal or plug the ends of the casing pipe with End Seals as required herein.

END OF SECTION

33 10 13 **DISINFECTING OF WATER UTILITY DISTRIBUTION**

1.00 **GENERAL**

1.01 WORK INCLUDED

- A. Disinfect the facilities for pumping, storing, or conveying potable water to comply with the standards for potable water of the regulatory agency of jurisdiction. Potable water is defined as any water that has been filtered, disinfected or otherwise treated to the meet regulatory standards (in the water treatment plant this includes the inside surfaces of the filters).
- B. Disinfect piping systems that are used to convey water, solutions, or chemicals to the potable water facilities.
- C. Test water from the disinfected system per regulatory standards to verify that water is acceptable. Repeat procedure if tests do not meet standards.

1.02 STANDARDS

- A. The Applicable provisions of the following standards apply as written here in their entirety:

- 1. American Water Works Association (AWWA) Standards:

AWWA B300	Hypochlorites
AWWA B301	Liquid Chlorine
AWWA C651	Disinfecting Water Mains
AWWA C652	Disinfection of Storage Facilities
AWWA C653	Disinfection of Water Treatment Plants

- 2. NSF International (NSF) / American National Standards Institute (ANSI) Standards:

NSF/ANSI Standard 60	Drinking Water Treatment Chemicals – Health Effects
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1.03 QUALITY ASSURANCE

- A. Demonstrate that :

- 1. Disinfection Chemicals are in compliance with AWWA B300 or AWWA B301 and AWWA C651, AWWA C652 or AWWA C653.
 - 2. Disinfection Chemicals are in compliance with NSF/ANSI Standard 60.

1.04 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:
 - 1. Shop Drawings: Manufacturer’s data sheet demonstrating compliance with appropriate AWWA/NSF/ANSI Standards for materials not listed in the approved manufacturers list in Part 2.00 - Materials Article.

2. Record Data: Materials to be used from the approved manufacturers listed in Part 2.00 – Materials Article.

2.00 PRODUCTS

2.01 MATERIALS

- A. Liquid Chlorine: Meeting the requirements of AWWA B301 and NSF/ANSI Standard 60 certified for use in potable water systems.
- B. Calcium or Sodium Hypochlorite: Meeting the requirements of AWWA B300 and NSF/ANSI Standard 60 Certified for use in potable water systems.
- C. Calcium hypochlorite intended for use in swimming pools will not be accepted (AWWA C651 Item 4.1.3).
- D. Approved Manufacturers:
 1. AllChem Performance - Chlor Mor Cal Shock.
 2. Arch Chemicals - Dry Tec Granular.
 3. Brentag Southwest Inc. - Sodium Hypochlorite, 12.5%.
 4. Alliance Chemical - Sodium Hypochlorite, 10-15%.
 5. Olin Corporation - Sodium Hydrochlorite Solution.
 6. Approved equal.

3.00 EXECUTION

3.01 NEW FACILITIES

- A. New facilities shall be thoroughly disinfected in accordance with AWWA C651 - Disinfecting Water Mains, AWWA C652 - Disinfection of Storage Facilities, and AWWA C653 - Disinfection of Water Treatment Plants, and then flushed and sampled before being placed in service. Samples shall be collected and tested in accordance with the ODEQ Rules and local authority having jurisdiction.
- B. During construction keep basins, pipe, fittings, equipment, and appurtenances free from dirt and debris.
 1. Clean basins thoroughly before disinfection.
 2. Seal the open ends of pipe with water-tight plugs when pipe is not being laid.
 3. Pump water from trenches before removing the plug when water accumulates in the trench.
- C. Complete hydrostatic test of the line prior to disinfection.
- D. Wash the surfaces to be disinfected.
 1. Flush pipelines. The minimum quantity of water used for flushing must exceed the capacity of the line to ensure that clean water has traversed the entire length of pipe.
 2. Power wash the surfaces of basins and reservoirs using high pressure wash systems.

- E. Disinfect facilities per the following procedures of AWWA:
 - 1. Water Mains: AWWA C651 - latest revision.
 - 2. Water Storage Facilities: AWWA C652 - latest revision.
 - 3. Water Treatment Plants: AWWA C653 - latest revision.
- F. Fill the system with potable water. Test the water to see that it meets the requirements of the regulatory agency of jurisdiction for potable water. Monitor the system for 2 days. If water test fails to meet the prescribed standards, repeat the disinfection process until water meets quality standards for disinfection.

3.02 REPAIRS OR CONNECTIONS TO EXISTING LINES

- A. Clean and sterilize the interior surfaces of new piping, fittings, equipment, and appurtenances to be installed in an existing potable water system or connected to an existing system.
- B. Clean and sterilize the existing pipe or facilities for a minimum distance of 3 pipe diameters back from the ends of the pipe. Plug the ends of the line when work is not being performed on the pipe.
- C. Perform sterilization by swabbing each item with a concentrated chlorine solution.
 - 1. Each piece is to be disinfected prior to being assembled for installation in the existing pipe.
 - 2. Disinfect each piece just prior to assembly to help prevent re-contamination.
 - 3. Plug the ends of the assembly until a new item is to be added to the assembly.
 - 4. Store disinfected materials on blocks to prevent contact with the ground.

3.03 DISPOSAL OF FLUSHING AND DISINFECTION WATER

- A. Chlorinated water used in flushing and disinfecting pipelines, storage tanks, or vessels prior to connection to the distribution system shall be disposed of by the Contractor in an acceptable manner. Chlorinated water must be "de-chlorinated" prior to disposal to eliminate adverse impacts to the surrounding environment. Water released to the environment shall meet all AWWA, EPA, and ODEQ regulatory requirements.
 - 1. Residual chlorine concentrations may be reduced using sulfur dioxide, sodium bisulfite, sodium sulfite, sodium thiosulfate, or ascorbic acid.
 - 2. The discharge must be to a splash pad or paved area, and may not be located within 300 feet of the intake for a domestic drinking water supply or 500 feet of any public or private water well.
 - 3. An effluent water sample must be taken during the first hour of discharge at a location immediately near the point of discharge, and collected prior to commingling with storm water, wastewater, or other flows.
 - 4. For discharges that extend beyond an hour in duration, a second sample must be taken of the last 10 percent of the effluent.

5. Sampling protocol, sample containers, holding times, preservation methods, and analytical methods must follow the requirements set forth in the general permit.
 6. The effluent grab sample(s) must be analyzed for total residual chlorine by an accredited and certified laboratory.
 7. Any noncompliance that endangers human health or safety, or the environment must be reported to the ODEQ in accordance with the general permit.
 8. Any effluent violation which deviates from the permitted effluent limitation by more than 40 percent must be reported to the ODEQ in accordance with the general permit.
 9. Contractor must record all hydrostatic test water sample results on an approved Discharge Monitoring Report (EPA Form 3320-1). These monitoring records shall be retained for a period of 3 years from the date of the record and be readily available for review by the ODEQ upon request.
- B. With the written permission of the Owner of the system, chlorinated water may be disposed of in a sanitary sewer system if one is available. In the case of larger pipelines and the larger volumes of water involved, the Contractor will not be permitted to use the sanitary sewer system for disposal even if one is available.

END OF SECTION

33 12 19 WATER UTILITY DISTRIBUTION FIRE HYDRANTS

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install fire hydrant and appurtenances, operators, bolts, nuts and gaskets.

1.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers:
1. American-Darling Mark 73-5.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
1. Hydrant cut sheets and Certification of Compliance with AWWA C502 as record data.

1.04 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:

1. American National Standards Institute (ANSI) Standards:

ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings
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2. American Society for Testing and Materials (ASTM) Standards:

ASTM A126	Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A307	Carbon Steel Bolts and Studs, 60,000-psi Tensile Strength
ASTM A325	Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM D2000	Classification System for Rubber Products in Automotive Applications

3. American Water Works Association (AWWA) Standards:

AWWA C105	Polyethylene Encasement for Ductile-Iron Pipe System
AWWA C111	Standard for Rubber-Gasket Joints
AWWA C502	Standard for Dry-Barrel Fire Hydrants

4. NSF International

NSF 61	Drinking Water System Components – Health Effects
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2.00 PRODUCTS

2.01 FIRE HYDRANTS

- A. General: Fire hydrants to be installed as shown on the plans or furnished for general installation shall be dry-barrel, traffic model conforming to AWWA Standard for Dry-Barrel Fire Hydrants, AWWA Standard C502.
- B. Fire Hydrants shall have a rated working pressure of 250 psi or greater.
- C. All fire hydrant components in contact with potable water shall conform to the requirements of NSF 61.
- D. Supplementary Details:
 - 1. Type of Shutoff: Compression type with the flow. Valve action shall provide positive shutoff at minimum closing torque. Wedge action closing gates shall not be permitted. Scissor type main valves shall not be permitted unless approved by the Owner's Representative.
 - 2. Inlet Connection: Mechanical joint unless otherwise specified. Inlet connection shall be for a 6-inch cast iron pipe with minimum net valve opening of 5-1/4 inches unless otherwise specified.
 - 3. Delivery Classification: Number and size of pumper and hose nozzles shall be two 2.5 inch hose nozzle connections and one 4.5 inch pumper nozzle connection.
 - 4. Bury Length: Ground to bottom of connection pipe shall be 4 feet, or as specified by the Owner's Representative.
 - 5. Harnessing Lugs: Furnished with the hydrants.
 - 6. Nozzle Cap Gasket: Furnished on all nozzle caps; long life; black rubber; conforming to Rubber Products in Automotive Applications ASTM D2000 or equal.
 - 7. Drain Valve and Outlet: Hydrants shall be equipped with two drain holes and provided with an automatic and positively operating, non-corroding drain or dip valve so as to drain the hydrant completely when the main valve is shut.
 - 8. Direction to Open: Counterclockwise. The number of turns to open shall be in accordance with AWWA C502, Section 4.6.5.2.
 - 9. Operating and Cap Nuts per client preference.
- E. Breakable Type Hydrants: Breakable Or Sleeve Type Couplings: The barrel of the hydrant between the elbow and the top cap shall be made in two parts connected by a swivel flange or breakable flange which shall permit facing of the nozzles in any desired direction in increments of 45 degrees or less. The complete hydrant shall be of such design that when the hydrant barrel is broken through traffic collision or otherwise, it may be replaced without disturbing the bottom of the hydrant.
 - 1. The materials used for gaskets between the upper and lower barrels and the base and nozzle section shall be compounded to conform to ASTM D2000.
 - 2. Provision shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe break point in the event of traffic accidents. If breakable or sleeve type couplings are used, they shall have sufficient torsional strength so that a torsional failure of the stem shall occur at some point other than at the

coupling. Design of the coupling shall be such that when the coupling is broken, no parts shall come loose and fall into the hydrant barrel, and the break shall not occur through the pins or bolts holding the coupling to the stem.

- F. Main Valve Seats: Designed so that incorrect positioning is impossible.
- G. Gaskets - Ground Line: The valve body flange gaskets shall be EPDM or an equal approved by Owner's Representative prior to substitution. They shall be full face or ring type with the lower flange recessed to hold the gasket in place.
- H. Nozzle Cap Chains: In accordance with AWWA C502, Section 4.6.3.2.
- I. Flanges: All flanges other than break flanges shall be equipped with mechanical joints. Gland bolts shall be high-strength, low-alloy, corrosion-resistant steel conforming to ASTM A325, Type 3.
- J. Operating Stems: The spindle of the operating stem and the stem nuts for hydrants having the operating threads located in the barrel or waterway shall be manganese bronze, Everdur or stainless steel. Barrel bolts and nuts shall meet the requirements of ASTM A307, 60,000-psi tensile strength.
- K. All working parts in the waterway, except for sliding stem support mechanisms, shall be bronze-to-bronze or bronze-to-iron.
- L. O-Ring: Hydrant stem packing boxes, where needed, shall be provided with O-ring grooves and sealed with O-rings. O-rings shall be furnished in lieu of stem packing. They shall be of the double O-ring type designed so that the rubber rings shall move against a bronze, stainless steel or other non-corrodible metal surface. O-ring shall be in accordance with ASTM D2000.
- M. Extensions: Fire hydrants shall be designed to accept 6-, 12-, or 18-inch extensions.
- N. Hydrant Heads: Nozzle may be faced in any desired direction.
- O. Upper Stem Thread Lubrication: Upper stem thread lubrication may be accomplished with oil or grease.
 - 1. When oil is used, it shall be in conjunction with a functional oil reservoir and an oil filler port. This lubrication system shall be sealed from the waterway and any external contaminants by use of O-ring seals. The hydrant shall be factory filled with a low viscosity, FDA approved non-toxic oil lubricant which will remain fluid through a temperature range of -60 to 150 F. Means for field check of oil lubrication level shall be provided.
 - 2. When grease is used, the hydrant shall be factory lubricated with food grade grease such as Lubriplate No. 630-AA (medium soft) or equal. Means for field lubrication without disassembly shall be provided.
- P. Finishes:
 - 1. Exterior:
 - a. Above Grade:
 - 1). Furnish exterior coating for above grade Fire Hydrant assembly components in accordance with AWWA C502

- 2). After placement, the outside of the hydrant above the finished ground line shall be thoroughly cleaned and painted with two coats of paint in accordance with Client Standards.
- b. Below Grade: Furnish exterior coating for below grade fire hydrant assemblies in accordance with AWWA C502.
2. Interior: Interior coating for fire hydrant assemblies in accordance with AWWA C502.

3.00 EXECUTION

3.01 INSTALLATION

- A. Install hydrants at the locations shown on the Plans or as directed by the Owner's Representative. Set hydrants truly vertical and securely brace with concrete until self-standing. Surround hydrants with a minimum of 7 cubic feet of washed gravel or stone to allow drain outlets to operate.
- B. Install fire hydrants using special mechanical joint anchoring fittings. Install a flanged by MJ gate valve on the main line tee.
- C. Wrap and protect the gate valve, including bolts at joints, and the bottom of the fire hydrant with polyethylene encasement in accordance with AWWA C105 to prevent direct contact with concrete blocking. At weep holes with filter fabric to prevent dirt and debris from entering the fire hydrant.

3.02 FIELD QUALITY CONTROL

- A. Upon completion of installation of the equipment, conduct an acceptance test to verify the satisfactory operation of each unit. The test shall be conducted in a manner approved by and in the presence of the Owner's Representative. Check the unit for general operation and leakage. The unit shall perform in a manner acceptable to the Owner's Representative before final acceptance is made by the Owner.

3.03 SCHEDULES

- A. Paint the fire hydrants to conform to the Owner's color coding.

END OF SECTION

33 31 13.16 HDPE PIPING

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment and incidentals necessary to install polyethylene pipe, and complete installation in accordance with the Contract Documents. The finished pipe shall be continuous over the entire length of the sewer between manholes and be free from defects.

1.02 QUALITY ASSURANCE

- A. Polyethylene pipe jointing shall be performed by personnel trained in the use of the thermal butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall have received training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by a qualified representative of the pipe manufacturer. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
1. Shop Drawings, catalog data, and manufacturer's technical data showing complete information on material composition, color, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendation for handling, storage, and repair of pipe and fittings.

1.04 STANDARDS

- A. Comply with local governing regulations if more stringent than specified herein. Piping shall meet the following standards and shall be a part of this Section as if written here in their entirety.
1. ASTM International (ASTM) Standards:

ASTM F1473	Test Method for Notch Tensile Test to Measure the Resistance to Slow Crack Growth of Polyethylene Pipes and Resins
ASTM D2122	Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM F2620	Standard Practice for Heat Fusion Joining of Polyethylene Pipe and Fittings
ASTM D2837	Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
ASTM D3035	Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter (up to 3-Inch IPS)
ASTM D3350	Specification for Polyethylene Plastics Pipe and Fittings Material
ASTM F714	Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter (4-Inch IPS and larger)

2. American Water Works Association (AWWA) Standards:

AWWA C906	Polyethylene (PE) Pressure Pipe and Fittings, 4 through 64 Inches, for Water Distribution
AWWA M55	Polyethylene (PE) Pipe Design and Installation

- B. Domestic water piping shall be approved by the Underwriters Laboratory and shall be accepted by the State Fire Insurance Commission for use in water distribution systems. HDPE water pipe shall bear the seal of approval (or “NSF” mark) of the National Sanitation Foundation Testing Laboratory for potable water pipe.

1.05 DELIVERY, STORAGE, AND HANDLING OF MATERIALS

- A. Transport, handle, and store pipe and fittings as recommended by manufacturer.
- B. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Owner’s Project Representative at the Contractor’s expense, before proceeding further.
- C. Deliver, store, and handle other materials as required to prevent damage.

2.00 PRODUCTS

2.01 MATERIALS

- A. Pipe: Polyethylene Plastic Pipe shall be high density polyethylene pipe (HDPE) 4710.
1. Solid wall high density polyethylene for pressure water pipe shall meet the requirements of AWWA C906 “Polyethylene (PE) Pressure Pipe and Fittings, 4 through 64 Inches, for Water Distribution” (Ductile Iron Pipe Sizing).
- B. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer’s own production of the same formulation shall be used.
1. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
 2. Dimension Ratios: The minimum wall thickness of the polyethylene pipe shall meet the following:
 - a. Pressure Applications: AWWA C906 DR-11 Pressure Class 200 psi
- C. Polyethylene Fittings: The polyethylene fittings shall be manufactured from a polyethylene compound which conforms to ASTM D3350 cell class PE445574C or E material. Fittings shall be manufactured by the same manufacturer as the pipe.
1. Pipe fittings shall have a long-term hydrostatic strength rating of 1600 psi or more at 23 degrees Celsius, in accordance with ASTM D2837.
 2. Environmental stress crack resistance (ESCR) of the material shall meet the requirements as specified in ASTM D3350 Cell Classification of 7 for a 500-hour PENT material using ASTM F1473 (PENT).
- D. Select Material: Selected or processed excavated trench material shall be Class 10 Aggregate Fill in accordance with Section 31 23 33 “Trenching and Backfill.”

2.02 MATERIALS TEST

- A. Tests for compliance with this Section shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate of compliance with ISO 9000 shall be furnished, by the manufacturer for all material furnished under this Section. Polyethylene plastic pipe and fittings may be rejected for failure to meet any of the requirements of this Section.

3.00 EXECUTION

3.01 HANDLING

- A. The joints shall be handled near the middle with wide web slings and spreader bars, no chains allowed. Rope slings also work well with straight lengths. The use of chains, end hooks or cable slings that may scar the pipe are not permitted. The following procedures shall be observed when handling HDPE pipe.
 - 1. Always stack the heaviest series of pipe at the bottom.
 - 2. Protect the pipe from sharp edges when overhanging the bed of a truck or trailer by placing a smooth, rounded protecting strip on the edge of the bed.
 - 3. The load should be anchored securely to prevent slippage.
- B. Lengths of small-diameter, lightweight pipe can be unloaded manually.
- C. Pipe applications shall normally be handled by:
 - 1. Unloading the pipe from the truck in a row along the side of the installation area and moving the fusion unit along the row of joints.
 - 2. Stacking the pipe beside the fusion unit and trailing the pipe out after fusion, then dragging the long length of pipe into place for installation. It is suggested that as the pipe is fused and moved through the fusion machine, additional joints of pipe should be placed in the moveable jaw side of the machine for each subsequent fusion. This prevents the hydraulic system of the machine from having to pull the previously fused long length.
- D. Dragging the pipe into place is permitted provided the pipe isn't damaged from sharp rocks or excessive abrasion created by pulling the pipe great distances.

3.02 STORAGE

- A. If the pipe must be stacked for storage, avoid excessive stacking heights. Out-of-roundness can be created in the lower rows of pipe, due to excessive stacking heights. The limitation on storage height is 8 rows for pipe 6 inches or less, 3 rows for pipe 8 inches or less, 2 rows for pipe 32 inches or less and 1 row for pipe 63 inches or less.
- B. Care shall be taken to ensure that the pipe is stacked in straight rows. The expansion and contraction caused by uneven heating by the sunlight shall be prevented by restraining the racks.
- C. Pipe laid directly on the ground shall be placed on an area free of loose stones or sharp objects. Scarring or gouging of the pipe shall be avoided.

3.03 PIPE JOINING

- A. The polyethylene pipe shall be assembled and joined at the Site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
- B. The butt-fused joint shall be in true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The ends of the joints shall be cleaned prior to fusion. The joint shall be allowed adequate cooling time before removal of pressure. When cool, all weld beads shall then be removed from both the inside and outside surface such that the joint surfaces shall be smooth. The fused joint shall be watertight and shall have a tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the Owner's Project Representative. All defective joints shall be cut out and replaced at no cost to the Owner. Any section of the pipe with a gash, blister, abrasion, nick, scar or other deleterious fault greater in depth than 10 percent of the wall thickness, shall not be used and must be removed from the Site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Owner's Project Representative shall be discarded and not used.

3.04 BENDING PIPE

- A. HDPE may be cold-bent to a minimum radius of 25 times the pipe diameter as it is installed, eliminating the need in many cases for elbows for slight bends. The minimum bending radius that can be applied to the pipe without kinking varies with the diameter and wall thickness of the pipe. Contractor shall conform to manufacturer's recommendations. If adequate space is not available for the required radius, a fitting of the desired angle shall be fused into the piping system to obtain the necessary change in direction.

3.05 INSTALLATION BELOW GROUND

- A. Pipe Laying:
 - 1. When pulling pipe, either a pulling head or a suitable wraparound sleeve with rubber protective cover shall be used to prevent the pulling cables from damaging the pipe. The pipe shall not be pulled by the flanged end.
 - 2. Open cut installations shall be in accordance with Section 31 23 33 "Trenching and Backfill."
- B. Grouting (Continuous or at Manholes): Pipe running through a manhole wall shall be anchored by attaching a collar or side fused branch saddles to the pipe and encasing them in the wall of the manhole.

3.06 SERVICE CONNECTIONS

- A. Make service connections in accordance with AWWA Manual M55 “Design and Installation of PE Pipe” and the instructions from the Manufacturer.

3.07 FIELD QUALITY CONTROL

- A. Hydrostatic Testing for pressure piping systems shall be performed in accordance with ASTM F2164. Testing pressure shall not exceed 1.5 times the system design pressure and total testing time including the time required to pressurize, stabilize, hold test pressure, and depressurize should not exceed 8 hours. If 5 psi is lost during testing pipeline must be re-pressurized.
- B. HDPE pipe deflection shall not exceed deflection percentages identified in ASTM F1962 or manufacturer’s maximum allowable deflection, whichever is lower. Allowable pipe deflection varies based on DR rating. The following maximum deflection percentages can be used for the following DR ratings: DR21 – 7.5 percent, DR17 – 6.0 percent, DR15.5 – 6.0 percent, DR13.5 – 6.0 percent, DR11 – 5.0 percent, DR9 – 4.0 percent, DR7.3 – 3.0 percent. Deflection measurements can be taken by mandrel or by measurement of inside diameter before and after backfill operations.
- C. Do not enclose or cover any Work until inspected.

3.08 CLEAN AND ADJUST

- A. Remove surplus pipeline materials, tools, rubbish and temporary structures and leave the construction site clean, to the satisfaction of the Owner’s Project Representative.

END OF SECTION

Division 40
Process Integration

40 05 61 GATE VALVES

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment, and incidentals necessary to install gate valves and appurtenances, including valve boxes, operators, bolts, nuts, and gaskets.

1.02 QUALITY ASSURANCE

- A. The intent of these specifications is to purchase a quality product of the manufacturer's latest design, meeting the minimum standards set forth.
- B. The services of the manufacturer's technical representative shall be provided for pre-startup installation checks, startup assistance, training of Owner's operating personnel, troubleshooting and other services as required in Section 01 75 00 "Starting and Adjusting."
- C. Experience Requirements: The manufacturer shall have at least 10 years of experience in the manufacture of valves used in the water and wastewater treatment environment. References and installation list shall be provided on request.
- D. Acceptable Manufacturers:
 - 1. American Flow Control.
 - 2. M&H.
 - 3. Mueller.
 - 4. Clow.
 - 5. U.S. Pipe.
 - 6. Kennedy Valve.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
 - 1. Shop Drawings.
 - 2. Operation and Maintenance Manuals.

1.04 STANDARDS

- A. The applicable provisions of the following standards shall apply as if written here in their entirety:
 - 1. American Society of Mechanical Engineers (ASME) Standards:

ASME B16.1	Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250
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 - 2. ASTM International (ASTM) Standards:

ASTM A126	Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings
ASTM A536	Standard Specification for Ductile Iron Castings

3. American Water Works Association (AWWA) Standards:

AWWA C111/A21.11	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C500	Metal-Seated Gate Valves for Water Supply Service
AWWA C509	Resilient Seated Gate Valves for Water Supply Service
AWWA C515	Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
AWWA C550	Protective Interior Coatings for Valves and Hydrants

1.05 GUARANTEE AND WARRANTY

- A. Manufacturer shall warrant the equipment and materials furnished under this Section against defects in materials and workmanship and operational failure for a period of 2 years from the date of Owner acceptance.
- B. In the event of failure of any part or parts of the equipment during the first 2 years of service, provided that the equipment has been operated and maintained in accordance with good practice, the manufacturer shall furnish, deliver, and install a replacement for the defective part or parts at the manufacturer's own expense. Manufacturer is also responsible for equipment removal, reinstallation, and freight.

2.00 PRODUCTS

2.01 GATE VALVES

- A. General:
 - 1. Gate valves 3 inches through 36 inches shall be resilient wedge type with non-rising stem in strict accordance with AWWA C509/C515. Valves 16 inches and larger shall be provided with gearing to reduce the maximum required opening and closing torque to 80 ft-lb.
 - 2. Gate valves smaller than 3 inches shall be bronze, non-rising stem with wedge disc and screwed ends for 300-psi W.O.G. working pressure. Bronze gate valves shall be Crane No. 636E or approved equal.
 - 3. Gate valves 30 inches and larger shall be equipped with non-rising stem and with spur-gears in enclosed oil or grease lubricated gear cases. Gear boxes shall be factory lubricated. Flanges shall conform to ANSI, Class 125 or 250.
- B. Gate: Gate for double disc valves shall be ductile iron with bronze mounted wedges and seats. Gate for resilient seated valves shall be ductile iron with rubber-seat compound bonded to the valve gate.
- C. Manual Operators: Operators shall turn counterclockwise to open the valve. Exposed valves shall have handwheel operators unless otherwise designated. A directional arrow

and the word "open" shall be cast on the handwheel. Valves for buried service shall have a 2-inch square nut operator and shall be installed with extension stems where required to extend operating nut to within 12 inches of the finished grade. Provide a cast iron valve box to enclose the operating stem. Valve box shall be three-piece extension type equal to Mueller No. 10380 or Clow F2450.

- D. Stem and Seal: The non-rising stem shall be bronze or stainless steel with inside screw. Shaft seal shall employ O-rings or V-type packing.
- E. Bell Ends: Where designated, valves shall be mechanical joint or rubber gasketed push on joints in accordance with the applicable requirements of AWWA C111/A21.11.

2.02 TAPPING SLEEVES AND VALVE ASSEMBLY

- A. Tapping sleeves shall have a ductile iron body, mechanical joint, with a Class 125 flanged outlet. All sleeves and valves shall be ductile iron and have a minimum of 150 psi working pressure. All taps shall be machine drilled; no burned taps will be allowed. Furnish Mueller, American Flow Control, Kennedy, or equal.
- B. Tapping valves shall be AWWA C515 resilient seat gate valves with a Class 125 flange inlet with a mechanical joint outlet. Furnish American Flow Control Series 2500, Mueller T-2360 or equal.

2.03 PROTECTIVE COATINGS AND LININGS

- A. The exterior surfaces of all exposed valves shall be furnished with a factory applied rust-inhibitive primer. Primer shall be coordinated with field painting to ensure compatibility.
- B. The valve manufacturer's standard paint will be acceptable provided it is functionally equivalent to the specified paint and is in accordance with the field painting specified in Section 09 96 00.01 "High-Performance Coatings."
- C. Provide factory coatings and linings per AWWA C550.

3.00 EXECUTION

3.01 INSTALLATION

- A. Carefully handle and lower buried valves into position to prevent damage to any part of the valves. Place the valve in the proper position with stem truly vertical and securely hold until connections have been made. Furnish bolts, nuts, and gaskets. Contractor shall be responsible for adjusting the valve boxes to the proper length to conform with the ground surface.

3.02 BLOCKING UNDER GATE VALVE

- A. Gate valves 18 inches and larger which are buried shall rest on a concrete pad. Pad shall extend for the full width of the trench and from back of hub to back of hub (or flange). Care shall be taken to not interfere with the jointing. Concrete shall be minimum 1500-psi compressive strength.

3.03 FIELD QUALITY CONTROL

- A. Upon completion of installation of the equipment, an acceptance test to verify the satisfactory operation of each unit shall be conducted. The test shall be conducted in a manner approved by and in the presence of the Engineer. The unit shall be checked for general operation and leakage. The unit must perform in a manner acceptable to the Engineer before final acceptance will be made by the Owner.

3.04 SCHEDULES

- A. Equipment shall be supplied in accordance with the following schedule: The required equipment and certain pertinent data are given below. This list is given to facilitate description of the various equipment and as an aid to plan take-off and is not guaranteed to be complete.

Location	Valve ID	Size (In.)	Type	End Connect.	Process Fluid	Max. Diff. Pressure (psi)	Operator Type	Installation (Buried/ Exposed)	Service
WL STA 0+00		18		MJ				Buried	O/C
WLSTA 0+00		8		MJ				Buried	O/C
WL STA 13+93		18		MJ				Buried	O/C
WL STA 13+93		18		MJ				Buried	O/C
WL STA 13+93		10		MJ				Buried	O/C
WL STA 13+93		10		MJ				Buried	O/C
WL STA 25+83		18		MJ				Buried	O/C
EST STA 0+31		18		MJ				Buried	O/C

Type: MS = Metal Seated, RS = Resilient Seated

End Connection: F = Flange, MJ = Mechanical Joint, PJ = Push-on Joint

Service: O/C = Open/Close, T = Throttling, M = Modulating

END OF SECTION

40 05 78 AIR VALVES

1.00 GENERAL

1.01 WORK INCLUDED

- A. Furnish labor, materials, equipment, and incidentals necessary to install combination air valves of the sizes and types indicated. Furnish the necessary isolating valves and piping.

1.02 SUBMITTALS

- A. Contractor shall submit Shop Drawings, Certificate of Adequacy of Design, and operation and maintenance manuals for the material included in this Section. Copies of those submittals will be provided to the Owner.
- B. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:
1. Product Catalog Data.
 2. Shop Drawings.
 3. Certificate of Adequacy of Design and Affidavit of Compliance with AWWA C512.
 4. Operation and maintenance manuals.
 5. Test Data.

1.03 STANDARDS

- A. The applicable provisions of the following standards apply as if written here in their entirety:

1. American National Standards Institute (ANSI) / NSF International:

ANSI/NSF 61	Drinking Water System Components – Health Effects
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2. American Society of Mechanical Engineers (ASME):

ASME B16.5	Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24, Metric/Inch Standard
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3. American Water Works Associations (AWWA):

AWWA C228	Stainless-Steel Pipe Flanges for Water Service (2-Inch Through 72-Inch)
AWWA C512	Air-Release, Air/Vacuum, and Combination Air Valves for Waterworks Service
AWWA C514	Air Valve and Vent Inflow Preventer Assemblies for Potable Water Distribution System and Storage Facilities
AWWA M14	Backflow Prevention and Cross-Connection Control: Recommended Practices
AWWA M51	Air Valves: Air-Release, Air/Vacuum, and Combination

1.04 DELIVERY

- A. Marking: Each valve shall be marked by body markings or a corrosion-resistant nameplate that clearly indicate the manufacturer's name or trademark, size of the valve, size of the orifices if different from the valve size, and the designation of the maximum and minimum operating pressure (or 20 psi if none is stated) rating of the valve.
- B. Preparation for Shipment: Valves shall be complete in all details when shipped. Cavities shall be drained of water to protect from freezing. The openings shall be covered to prevent entry of foreign material, and the threads shall be protected. The manufacturer shall carefully prepare the valves for shipment. Valves shall be fully packaged or attached to pallets at the manufacturer's option.
- C. Cover and store valves to prevent corrosion or damage to any valve components.

2.00 PRODUCTS

2.01 MANUFACTURED PRODUCTS (WATER)

- A. General:
 - 1. Air valves shall meet AWWA C512 standards. Valves in potable water applications must adhere to NSF 61 requirements.
 - 2. Each air valve shall have a 316 stainless steel body, and 316 stainless steel trim. Float shall be dimensioned or baffled to prevent air from blowing valve closed until air is exhausted. Elastomers shall be EPDM.
 - 3. Valve body, float, and assembly shall be designed for the pipeline's overall maximum working pressure and shall seat at the minimum pressure. The minimum operating pressure shown is under steady state conditions and does not include minimum surge pressure.
 - 4. Contractor shall coordinate the threaded connection or flange drilling patterns between pipe and valves.
 - 5. Valve outlet shall be threaded or flanged for connection to vent piping for treated water systems. Valve outlet shall be fitted with a cover and screen for raw water systems.
 - 6. Valve inlet shall be NPT for 2-inch and smaller valves. Valve inlet shall be ANSI Class 150 for 3-inch and larger valves. For valves with working pressure class at 300 psig, valve inlet shall be ANSI Class 300, or AWWA C228 Class F/SF, flange for 3-inch and larger valves. Valve and flange rating shall equal or exceed the maximum working pressure.
 - 7. Valves 1 inch and larger shall have an outlet at the bottom of the valve housing. The outlet shall be fitted with a 1/2-inch gate valve as shown on the Drawings.
 - 8. Isolation valves on the inlet side of the air valve shall match the inlet diameter of the air valve and shall be gate valves.
 - 9. Interior components should be stainless steel.
- B. Air Release Valves (AR): Air release valves shall be designed to automatically release accumulated air pockets within the pipeline while the pipeline is in operation and under pressure.

- C. Air and Vacuum Valves (AV): Air and vacuum valves shall be designed to allow large volumes of air to escape through the valve orifice when filling a pipeline and to close watertight once the air has been expelled. Air and vacuum valves shall also permit large volumes of air to enter through the valve orifice when the pipeline is being drained, to break the vacuum.
- D. Combination Air Valves (CAV):
 - 1. Combination air valves shall be designed to exhaust large volumes of air as the pipeline is being filled; permit large volumes of air to enter the pipeline during pipeline drainage; release accumulated pockets of air while the pipeline is in operation and under pressure; and dampen surge pressures caused by water column separation or rapid air discharge.
 - 2. Combination air valves shall be heavy-duty, single-chamber air and vacuum valves with disc floats. Floats shall include discs drilled with the small and large orifices, and an anti-surge float. Internal clearances around the floats shall be equal to the inlet/outlet area. The anti-surge float should be normally opened and have drilled orifices to throttle water flow.
 - 3. Combination air valve inlet/outlet cross-sectional area shall be equal to the nominal size of the valve. CAV outlet for raw water use shall be fitted with a cover or with a vent pipe where indicated on the Drawings. Combination air valves outlets for treated water use shall be connected to piping to vent air out of the manhole. The vent piping shall extend to 4 feet above the ground or as indicated on the Drawings.
- E. Combination Air and Vacuum Valves for Pump Discharge (PAV): Pump combination air valves shall be designed to allow large volumes of air to escape through the valve orifice during pump startup. An air discharge throttling device, a surge check valve, or a slow-closing device must be used to protect the air valve from water hammer effects. The combination air valve must close watertight once the air has been expelled. Pump combination air valves shall also permit large volumes of air to enter through the valve orifice when a pump stops to break the vacuum. PAVs shall be on the pump discharge and sized for the minimum duration pump ramp up time. The PAV shall not breach the OSHA or Owner standard for hearing protection, whichever is more stringent.
- F. Manufacturers shall be one of the following:
 - 1. Vent-O-Mat: RBX Series.
 - 2. Vent-Tech: Model WTR.

3.00 EXECUTION

3.01 INSTALLATION AND TESTING

- A. Carefully handle and install valves vertically in such a manner as to prevent damage to any part of the valves. Installation shall be in accordance with the manufacturer's instructions. Provide nuts, bolts, and gaskets where applicable with materials of construction in accordance with service type and process flow as required by AWWA C512.

- B. Air valve and accompanying isolation valve and drain valve if present shall be braced adequately to withstand normal pipeline operation pressures and avoid undue stresses on the pipe.
- C. Valves shall be installed in such a manner as to provide adequate access and room for valve operation, maintenance, and removal.
- D. The exterior of atmospherically exposed metal surfaces shall be coated with the System No. 2:

System	Application	Surface Prep	Product Type	No. of Coats	DFT/Coat (mils)
No. 2	Above-Grade Interior/Exterior Steel and D.I. Piping Non-Immersion/Non-Corrosive Environment All metal surfaces new and existing, such as inside pump station buildings, exterior piping and valves, exterior structural steel, etc. Application Notes: 1. Proposed piping and valves may be provided with factory applied prime coat(s), with fusion bonded epoxy or Type H epoxy. For damaged factory applied coatings spot prime with Epoxy Mastic. Provide application of Type C and Type M coatings in the field. 2. Proposed Field Coated and Existing Previously Coated Piping and Valves: Prepare as indicated and provide full coat of Epoxy Mastic and continue with stripe, intermediate and top coat as indicated.	For New Piping and Valves: SSPC-SP 1 SSPC-SP 6 NAPF 500-03-01 NAPF 500-03-04 NAPF 500-03-05 For Previously Coated Piping and Valves: SSPC-SP 1 SSPC-SP 3 NAPF 500-03-01 NAPF 500-03-03	TYPE N - Epoxy Mastic TYPE C - Penetrating Epoxy Pre-Primer TYPE M - Stripe Coat Type M - HS Epoxy Siloxane	1 1 1	5.0 2.0 5.0-7.0
	Total Minimum Dry Film Thickness				12.0 mils

- E. Conduct testing described in Section 4 and Section 5 of AWWA C512. Provide test results to the Owner or Owner's representative. Tests shall include:
 - Holiday testing to verify interior/exterior coated surfaces are holiday free.
 - Shell hydrostatic test equal to 150 percent of the design pressure. Test shall be at least 1 minute for 8-inch and smaller valves and 3 minutes for 10- through 20-inch valves.

3. Air valve seat leakage test, including hydrostatic and operational testing. Provide testing at 20 psi or the minimum design pressure, whichever is less and demonstrate no leakage. Test duration is to be a minimum of 30 seconds. Outlet of the valve shall be open to the atmosphere.

3.02 TAGGING

- A. Valves shall be permanently tagged with a brass tag indicating the model number, working pressure rating, and station location.

END OF SECTION

**CITY OF SHAWNEE/PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS
N. Park Avenue 14 Inch Water Line Replacement**

Notice is hereby given that the City of Shawnee (Owner) will receive sealed bids at the Shawnee City Hall, 16 W. 9th St. until **2:00 p.m.** on the **9th** day of **November** 2023, for **N. Park Avenue 14 Inch Water Line Replacement** Project. Bids will be publicly opened and read aloud at the Shawnee City Hall at 2:30 p.m. Bids received after 2:00 p.m. will not be considered. Bidders are invited to be present when the bids are opened. Minority and small business owners are encouraged to submit bids. Project will be awarded on November 20, 2023 at city commission meeting.

Bid documents and copies of specifications may be obtained at **<https://construction.freese.com>**. A **MANDATORY** pre-bid conference will be held in the Commission Chambers at City Hall, Shawnee, Oklahoma on **November 2, 2023**, at **10:00 a.m.** Bids submitted by firms not represented at the Pre-Bid Meeting will be returned unopened and will not be considered.

A cashier's check or a certified check on a solvent bank in Oklahoma or a proposal bond in the amount of five percent (5%) of the bid shall accompany the bid of each proposer. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful proposers. This check or bond shall be as a guarantee of contractor's 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 specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No proposer may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.

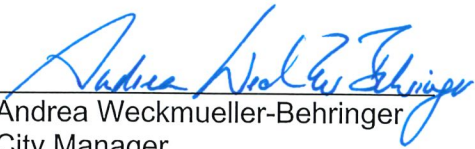
Bid, Performance, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contractor for projects **over fifty thousand dollars (\$50,000.00)**, and the bidder shall state in the bid the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of acceptable bond forms are included in this packet.

A Maintenance Bond guaranteeing 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 will be required.

Questions concerning this project should be addressed to the Engineering Department at (405) 878-1506.

The Owner reserves the right to reject any and all bids, to waive irregularities in any bid and award a contract to the proposer who, in the opinion of the Owner, offers a bid which appears to be in the best interest of the Owner.

FOR THE CITY OF SHAWNEE


Andrea Weckmueller-Behringer
City Manager

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Addenda
Downey Contracting, L.L.C.	General Contractor	Gary Wyssmann	4054785277		gwyssmann@downeycontracting.com	X
MP Technologies, LLC	General Contractor	Steve Duvall	281-415-6685		steve.duvall@mpnexuslevel.us	
Downey Contracting, LLC	General Contractor	Day Zimbelman	4054785277		bids@downeycontracting.com	
4M Trenching LLC	General Contractor	Adam Sharp	4059424175		adam@4mtrenching.com	
Downey Contracting, LLC	General Contractor	Dalton McCaskill	4054785277		dmccaskill@downeycontracting.com	
Collier Construction	General Contractor	Collier Tracy	254-856-7485		colliertracy000@gmail.com	
Whitney Underground Utilities, Inc	General Contractor	Byron Whitney	254-744-8172		Whtn398@aol.com	
Southwest Water Works	General Contractor	Jackson Matthews	405-550-1621		jackson@swwaterworks.com	X
Miller Bros	General Contractor	Chad Brooks	2104419438		cbrooks@millerbros.us	
W. Brown Enterprises	General Contractor	Mark Rollins	4056202348	580-924-8226	mark.rollins@w-brown.com	
Resicom, Inc.	General Contractor	Michelle Turner	713-666-7775	713-666-0775	ike@resicominc.com	
Iron Wolf Construction Company LLC	General Contractor	Estimating Department	9402084802		estimating@ironwolfconstruction.com	
Trew Contracting Solutions	General Contractor	BJ ISAACS	8176944360		BJ@trewcs.com	
Western Municipal Construction of Texas, LLC	General Contractor	Mike Hern	682-803-5789		mhern@wmc-i.com	
Circle B Underground, LLC	General Contractor	Darin Dean	918-367-8881	918-367-8882	ddean@cbook.com	X
Tri-Star Utilities, Inc.	General Contractor	Ben Chism	6203317159	6203317455	indyunderground@outlook.com	
Orr Construction, Inc.	General Contractor	Tina Mathis	9183774362		tina@orrconstructionok.com	X
Downey Contracting LLC	General Contractor	Rick Morris	4054785277		rmorris@downeycontracting.com	
PATRIOT CONSTRUCTION SERVICES, INC.	General Contractor	GARIN SHAW	4054811938		garin@patriotcsi.com	
Timco Blasting & Coatings	General Contractor	Marsha Fox	9182984080	9183679466	mfox@truefireproofing.com	X
Downey Contracting, LLC	General Contractor	Sheila Stovall	405-478-5277	405-478-5269	sstovall@downeycontracting.com	
MK Excavation LLC	General Contractor	Rod Avila	4056570603		rod@mkexcavationllc.com	X

00 91 01 ADDENDUM NUMBER 01

Owner: City of Shawnee

Project: N. Park Avenue 14 Inch WL Replacement

Project No.: C-23-03

Addendum No. 01

Addendum Date: 11/2/2023

The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form.



A handwritten signature in blue ink, appearing to read "Jonathan C. Faughtenberry".

11/03/2023

Freese and Nichols, Inc.
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
OK Registered Engineering Firm,
CA#511, Exp. 6/30/2024

ARTICLE 1 – ADDENDUM

1.01 Amend the Contract Documents

- A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.

1.02 Acknowledge Addenda

- A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

PRE-BID MEETING INFORMATION

1.03 The mandatory pre-bid meeting for this project was held on Thursday, November 2nd, 2023 at 10:00 AM. The following information is attached to this Addendum #1.

- A. A copy of the pre-bid meeting sign-in sheet. This sign-in sheet is provided for information only and is not a part of the contract documents.

ARTICLE 2 – BID REQUIREMENTS

2.01 Section 00 11 16 “Invitation to Bid”

- A. Paragraph 4.01

Replace the paragraph with the following paragraph. Cutoff for questions will be moved.

Questions are to be submitted using the question and answer process on the procurement website. Responses to questions posted on the procurement website will be posted for the benefit of all the Offerors. A response will be posted for questions submitted **until 5:00 p.m. on November 7th**.

2.02 “Information to Bidders”

- A. Paragraph 21

Replace the paragraph with the following paragraph:

The Contractor will be required to begin work within 30 calendar days of the date shown on the Notice to Proceed. The time for completion is **180 days**. Liquidated damages will be \$500 per calendar day.

2.03 “ARP-249 Bidders/Suppliers List”

- A. This document will be added to the OWRB required documents list. This document is intended for the Project Owner and not The Contractor.

2.04 "Agreement"

Clarification on Retainage in Agreement

Progress payments will be made in an amount equal to 90 percent of the total earned valve to date for completed Work and properly stored materials. The remaining 10 percent of the total earned valve to date will be held as retainage.

ARTICLE 3 – SPECIFICATIONS

3.01 33 05 01 "Ductile Iron Pipe and Fittings"

A. Paragraph 1.02.B.1

Add manufacturer to Approved manufacturers list:

c. McWane

B. Paragraph 2.01.E.2

Replace the Paragraph with the following paragraph

All ductile iron pipe shall be coated with a layer of are-sprayed zinc per ISO 8179 before applying the bituminous coating asphaltic top coating in accordance with the pipe manufacturer's recommendations. All ductile iron fittings shall be coated with a layer of Fusion-Bonded Epoxy in accordance with AWWA C116.

C. Paragraph 2.01.B

Clarification on Allowable Fittings

All DI fittings need to be C110 full body per the specifications.

3.02 40 05 61 "Gate Valves"

A. Paragraph 1.05.A

Manufacturer shall warrant the equipment and materials furnished under this Section against defects in materials and workmanship and operational failure for a period of **1 year** from the date of Owner acceptance.

B. Paragraph 1.05.B

In the event of failure of any part or parts of the equipment during the **first (1) one year** of service, provided that the equipment has been operated and maintained in accordance with good practice, the manufacturer shall furnish, deliver, and install a replacement for the defective part or parts at the manufacturer's own expense. Manufacturer is also responsible for equipment removal, reinstallation, and freight.

3.03 33 12 19 "Water Utility Distribution Fire Hydrants"

A. Paragraph 1.02.A

Clarification on Acceptable Manufacturers

Mueller is not an acceptable manufacturer for Fire Hydrants. American-Darling Mark 73-5 is the only acceptable manufacturer.

ARTICLE 4 – DRAWINGS

4.01 Sheet DT-2, Detail 3 “Driveway Replacement Detail”

Note 4 to be added to detail notes

6” of aggregate base coarse compacted to 95% standard proctor density (ASTM D 698) shall be provided under all driveway replacement.

END OF SECTION



PRE BID MEETING SIGN-IN SHEET

Project: N. Park Avenue 14 inch Water Line Replacement

Meeting Date: November 2, 2023

TIME: 10:00 am

ARPA Project No.: 24-0810-06

Place/Room: City Commission Chambers

Name	Company	Phone	E-Mail
Jonathan Foughtenbury	FNI	682-449-281	jonathan.foughtenbury@freese.com
Mitchell Leonard	FNI	774-795-3730	Mitchell.L Leonard@freese.com
JCC	JCC	405206-6867	Bids And Marketing @ Sooley Construction CO
Lynden Wharry	Milford	405-889-6545	Lynden . wharry @m: /ford online . com
Manuel Ramirez	4MTrenelizing LLC	405-9907280	manuel@4mtrenelizing . com
Isaac Bell	CBU	918-367-8881	ibell@cbuck.com
RANCE PLUNKETT	Timco	918-313-7452	rplunkett@timco-services.com
Endi Sztamewits	Fortiline	817-659-3986	Endi . Sztamewits @ Fortiline . com
Matt Carter	OWAB		
DAVID VAUGHAN	DOWNEY	4054755277	BIDS @ DOWNEYCONTRACTING.C
Dakota Milliron	Southwest Water	4056428931	dakota@swwaterworks.com
Angus MacIntyre	MK Excavation	405-334-1177	angus@mkexcavationllc.com
Steven Orr	Orr Construction	405-258-8660	Steven@orrconstructionok.com
Doug Haslett	Patriot Const. Serv	405 481 1938	Garina Patriotcsi.com

00 91 02 ADDENDUM NUMBER 02

Owner: City of Shawnee

Project: N. Park Avenue 14 Inch WL Replacement

Project No.: C-23-03

Addendum No. 02

Addendum Date: 11/8/2023

The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form.



A handwritten signature in blue ink that reads "Jonathan C. Faughtenberry".

11/08/2023

Freese and Nichols, Inc.
3600 NW 138th St., Suite 202
Oklahoma City, OK 73134
OK Registered Engineering Firm,
CA#511, Exp. 6/30/2024

ARTICLE 1 – ADDENDUM

1.01 Amend the Contract Documents

- A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.

1.02 Acknowledge Addenda

- A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

PRE-BID MEETING INFORMATION

1.03 The mandatory pre-bid meeting for this project was held on Thursday, November 2nd, 2023 at 10:00 AM. The following information is attached to this Addendum #1.

- A. A copy of the pre-bid meeting sign-in sheet. This sign-in sheet is provided for information only and is not a part of the contract documents.

ARTICLE 2 – DRAWINGS

2.01 Sheet G-2, General Note 55 under “Lead Service Line Connections”

Clarification on General Note 55

The Contractor is required to provide a license asbestos contractor familiar with asbestos pipe removal when dealing with lead service lines.

The Contractor shall provide all documentation as requested in General Notes 50 through 54 when dealing with lead service lines.

2.02 Sheet C-6, Tapping Sleeve connection to existing line on W. Federal St.

Clarification on existing 24” WL material

The existing 24” water line that will be connected to via tapping sleeve is believed to be PVC.

2.03 Sheet DT-5, Connection to existing line on W. Independence St.

Clarification on existing 8” WL material

The existing 8” water line that will be connected to is believed to be DIP.

END OF SECTION



PRE BID MEETING SIGN-IN SHEET

Project: N. Park Avenue 14 inch Water Line Replacement

Meeting Date: November 2, 2023

TIME: 10:00 am

ARPA Project No.: 24-0810-06

Place/Room: City Commission Chambers

Name	Company	Phone	E-Mail
Jonathan Faughtenbury	FNI	682-449-281	jonathan.faughtenbury@freese.com
Mitchell Leonard	FNI	774-795-3730	MITCHELL.LEONARD@FREASE.COM
JCC	JCC	405206-6867	Bids And Marketing @ Sooley Construction CO
Lynden Wharry	Milford	405-889-6545	Lynden Wharry @milfordonline.com
Manuel Ramirez	4M Traveling LLC	405-990-1280	manuel@4mtraveling.com
Isaac Bell	CBU	918-367-8881	ibell@cbook.com
RANCE PLUNKETT	Timco	918-313-7452	rplunkett@timco-services.com
Endi Sztamewitz	Fortiline	817-659-3986	Endi Sztamewitz @Fortiline.com
Matt Carter	OWAB		
DAVID VAUGHAN	DOWNEY	4054755277	BIDS @ DOWNEYCONTRACTING.C
Dakota Milliron	Southwest Water	4056428931	dakota@swwaterworks.com
Angus MacIntyre	MK Excavation	405-334-1177	angus@mkexcavationllc.com
Steven Orr	Orr Construction	405-258-8660	Steven@orrconstructionok.com
Doug Haslett	Patriot Const. Serv	405 481 1938	Garina Patriotcsi.com

Project	<u>N. Park Avenue 14-Inch WL Replacement</u>	Project Number	
Owner	<u>City of Shawnee, Oklahoma</u>		<u>C-23-03</u>

Project Description

The Scope of Work includes replacement of approximately 0.5 miles of 14-Inch distribution water line with 18-Inch HDPE pipe and related appurtenances in the same corridor located on N. Park Ave.

Date Proposals Received 11-9-23 Proposal Tabulation Attached? ☒ Yes ☐ No

Recommended Offeror Orr Construction, Inc

Recommended Amount of Contract Award \$ 1,150,180 Engineer's Estimate \$ 2,514,600

Contract Price within Available Funds? ☒ Yes ☐ No Funding Source OWRB ARPA Program

Proposed Project Completion Date 180 Days from NTP

Contract Times meet Owner's Schedule? ☒ Yes ☐ No

Comments

The City of Shawnee received four bids for the referenced project on Thursday, November 9th. A copy of the bid tabulation is attached for reference. The project is intended to be funded through the American Rescue Act (ARPA) program, with a total loan amount of \$9,533,946.24. The following is a summary of the bids received:

<u>Contractor</u>	<u>Base Bid Total</u>
1) Orr Construction, Inc	\$ 1,150,180.00
2) MK Excavation	\$ 1,970,079.80
3) Circle B Underground	\$ 1,975,437.00
4) Downey Contracting LLC	\$ 1,987,585.00

Based on Orr Construction's bid and qualifications, we recommend awarding the referenced contract to Orr Construction, Inc. Orr submitted the Bid Form, Acknowledgement of Receipt of Addenda, Non-Collusion Affidavit, Business Relationship Affidavit, Equal Opportunity Clause, Non-Segregated Facilities Certification, and Bid Bond.

Review of the Bids received indicates that the offer of the Recommended Contractor provides the best value to the Owner. A review of the Recommended Contractor's Statement of Qualifications and a check of the references provided indicates that the Recommended Contractor meets the qualification requirements specified in the Contract Documents and that Recommended Contractor's previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Recommended Contractor in the amount of the Recommended Amount of Contract Award.

Recommended by	<u>Jonathan Faughtenberry</u>	Date	<u>11-14-23</u>
Title	<u>Project Manager</u>		
Representing	<u>Freese & Nichols, Inc.</u>		

		Quantity	Engineer Estimate	Downey Contracting LLC	MK Excavation	Circle B Underground	ORR Construction, Inc
1	18" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	2640	\$ 450.00	\$ 370.00	\$ 350.90	\$ 288.00	\$ 150.00
2	10" PVC WATER LINE, DR21 BY OPEN CUT	20	\$ 200.00	\$ 233.00	\$ 163.80	\$ 247.00	\$ 300.00
3	18" GATE VALVE, AWWA	5	\$ 30,000.00	\$ 21,500.00	\$ 21,024.80	\$ 33,862.00	\$ 23,000.00
4	10" GATE VALVE, AWWA	2	\$ 2,500.00	\$ 4,800.00	\$ 4,526.30	\$ 4,970.00	\$ 4,500.00
5	8" GATE VALVE, AWWA	1	\$ 2,500.00	\$ 3,700.00	\$ 3,117.40	\$ 3,907.00	\$ 3,600.00
6	24"X18" TS&V	1	\$ 35,000.00	\$ 38,000.00	\$ 56,291.30	\$ 71,102.00	\$ 50,000.00
7	18"X18" TEE, RJ	1	\$ 15,000.00	\$ 19,500.00	\$ 12,520.50	\$ 13,002.00	\$ 15,000.00
8	18"X6" HDPE TEE	5	\$ 12,000.00	\$ 4,300.00	\$ 4,590.00	\$ 9,332.00	\$ 2,400.00
9	18"X10" CROSS, RJ	1	\$ 14,000.00	\$ 9,200.00	\$ 12,941.30	\$ 11,481.00	\$ 9,500.00
10	18"X8" REDUCER, RJ	2	\$ 1,500.00	\$ 3,800.00	\$ 6,719.30	\$ 4,790.00	\$ 3,200.00
11	11.25° 10" BEND	2	\$ 1,500.00	\$ 1,800.00	\$ 2,862.40	\$ 2,493.00	\$ 1,900.00
12	2" CAV ASSEMBLY	1	\$ 5,000.00	\$ 8,200.00	\$ 14,216.30	\$ 8,109.00	\$ 3,000.00
13	FIRE HYDRANT ASSEMBLY	5	\$ 15,000.00	\$ 10,500.00	\$ 9,830.30	\$ 12,183.00	\$ 8,500.00
14	CONNECTION TO EXISTING 24" WATER LINE	1	\$ 9,000.00	\$ 12,000.00	\$ 22,758.50	\$ 17,439.00	\$ 2,000.00
15	CONNECTION TO EXISTING 14" WATER LINE	1	\$ 5,250.00	\$ 6,000.00	\$ 18,168.80	\$ 15,568.00	\$ 12,500.00
16	CONNECTION TO EXISTING 10" WATER LINE	2	\$ 4,200.00	\$ 3,000.00	\$ 14,280.00	\$ 13,468.00	\$ 5,000.00
17	CONNECTION TO EXISTING 8" WATER LINE	1	\$ 3,000.00	\$ 290.00	\$ 12,495.00	\$ 11,368.00	\$ 7,000.00
18	REMOVE AND REPLACE CONCRETE	420	\$ 185.00	\$ 190.00	\$ 229.50	\$ 273.00	\$ 200.00
19	REMOVE AND REPLACE ASPHALT	190	\$ 80.00	\$ 190.00	\$ 229.50	\$ 273.00	\$ 200.00
20	BLOCK SODDING	2220	\$ 15.00	\$ 6.00	\$ 8.40	\$ 9.00	\$ 5.50
21	PREPARE AND IMPLEMENT SWPPP	1	\$ 5,000.00	\$ 4,500.00	\$ 7,140.00	\$ 15,094.00	\$ 4,000.00
22	NEW LONG SIDE WATER SERVICE	39	\$ 2,000.00	\$ 4,200.00	\$ 3,984.40	\$ 3,609.00	\$ 2,700.00
23	NEW SHORT SIDE WATER SERVICE	43	\$ 1,500.00	\$ 3,500.00	\$ 2,052.80	\$ 1,969.00	\$ 1,500.00
24	TREE REMOVAL	6	\$ 500.00	\$ 1,050.00	\$ 4,653.80	\$ 5,250.00	\$ 1,000.00
25	CLEARING AND GRUBBING	1	\$ 15,000.00	\$ 35,000.00	\$ 20,081.30	\$ 15,750.00	\$ 5,000.00
26	LEAD SERVICE LINE REMOVAL AND DISPOSAL	1	\$ 500.00	\$ 20,500.00	\$ 2,550.00	\$ 6,825.00	\$ 5,000.00
27	GROUT FILL ABANDONED LINES	85	\$ 500.00	\$ 225.00	\$ 312.40	\$ 538.00	\$ 350.00
28	24" STEEL CASING BY TRENCHLESS	42	\$ 1,200.00	\$ 700.00	\$ 795.00	\$ 601.00	\$ 360.00
29	REMOVE AND REPLACE CURB AND GUTTER	55	\$ 50.00	\$ 70.00	\$ 46.50	\$ 158.00	\$ 100.00
30	TRAFFIC CONTROL	1	\$ 38,000.00	\$ 12,500.00	\$ 8,478.80	\$ 36,750.00	\$ 7,500.00
31	MOBILIZATION (5% MAX)	1	\$ 94,000.00	\$ 95,000.00	\$ 84,787.50	\$ 94,500.00	\$ 30,000.00
32	CONCRETE COLLAR	5	\$ 2,200.00	\$ 750.00	\$ 2,135.60	\$ 2,573.00	\$ 2,000.00
33	OWNER'S ALLOWANCE	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
	TOTAL:		\$ 2,514,600.00	\$ 1,987,585.00	\$ 1,970,079.80	\$ 1,975,437.00	\$ 1,150,180.00

Tabulation of Alternate Offers Received

Project	N. Park Avenue 14-Inch WL Replacement			Project Number
Owner	City of Shawnee			SWN22956
Construction Manager	Jonathan Faughtenberry			

Date	November 9 th , 2023	Time	2:30 PM	Location	City of Shawnee
-------------	---------------------------------	-------------	---------	-----------------	-----------------

Name of Offeror	Downey Contracting LLC	MK Excavation	Circle B Underground	Orr Construction, Inc
Addenda Received?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Bid Form Exhibit A Attached?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Bid Bond Attached?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No
Nonresident Bidders?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Non-Collusion Certification	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Business Relationship Statement	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Contractor's Statement about Equal Opportunity (ARP-211)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No
Contractor's Certificate of Non-Segregated Facilities (ARP-212)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No
Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No
Subcontractor Performance Form (ARP-6100-3)	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Subcontractor Utilization form (ARP-6100-4)	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Total Base Bid	\$1,987,585	\$1,970,079.80	\$1,975,437	\$1,150,180



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

Date: November 20, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC (Cowan) for Owner's Representative Inspection Services for North Park Avenue 14-inch Water Line Replacement project.

Background: Given the award of multiple American Rescue Plan Act (ARPA) utility projects, City staff is requesting an Owner's Representative Inspection Services contract. Given the projects' scope, an on-site inspector is necessary to ensure the project is progressing as expected.

Staff is requesting the approval of the contract with Cowan Group Engineering, LLC (Cowan) for inspection and resident engineering services. If approved, Cowan will act as an owner's representative over the life of the North Park Avenue 14-inch Water Line Replacement construction contract and will aid City staff in ensuring the projects are built per design in the most efficient manner possible. Cowan's proposed responsibilities include, but are not limited to:

- Be the owner's representative onsite throughout construction;
- Review and approve contractor pay applications before City staff receives them;
- Provide monthly owner's reports;
- Facilitate coordination among the design team, City staff, and contractor on any issues that may arise during construction;
- Perform additional tasks as described in the attached contract.

Financial Impact: The contract is for \$90,800.00; funded from account - 304-5-1040-54200 - American Rescue Plan Fund

Attachments: Shawnee Task Order Four - Waterline Inspection - Revised

Staff Recommendation: Award of the Contract

TASK ORDER FORM

Task Order

In accordance with the Proposal Agreement between Owner and Consultant for Professional Services, dated _____, 2023 ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Shawnee/Shawnee Municipal Authority
- c. Consultant: Cowan Group Engineering, LLC
- d. Specific Project (title): Inspection Services
- e. Specific Project (description): The basic scope of services includes the inspection services for a new waterline to replace aging waterlines. The project includes approximately 9,000 LF of waterline replacements. The conceptual plan of the project is defined in Attachment "A".

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are:

Phase One – Resident Project Representative

Consultant shall provide part-time (20 hours/week estimated with some full-time as needed) Resident Project Representative services for the base bid portion of the Project. The scope, duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined below:

- The scope of work is based upon 26 weeks of construction time for a total of 538 man-hours.
- The Resident Project Representative (RPR) is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.
- Schedules. Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and review with Consultant concerning acceptability.
- Conferences and Meetings. Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

- Shop Drawings and Samples. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination. Advise Consultant and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
- Review of Work, Rejection of Defective Work, Inspections and Tests.
 - Conduct on-site observations of the work in progress to assist Consultant in determining if the work is, in general, proceeding in accordance with the contract documents.
 - Report to Consultant whenever RPR believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - Verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Consultant appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Consultant.
- Interpretations of Contract Documents. Report to Consultant when clarifications and interpretations of the contract documents are needed.
- Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant.
- Records.
 - Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
 - Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - Keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.
 - Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - Maintain an updated "Red-line" record drawing set of construction plans reflecting all addenda and changes to the Project during the construction.
- Reports.
 - Furnish Consultant periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

- Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
 - Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Consultant change orders, work directive changes, and field orders.
 - Report immediately to Consultant and Owner upon the occurrence of any accident.
- Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
- Certificates, Operation and Maintenance Manuals. During the course of the work, verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Consultant for review and forwarding to Owner prior to final payment for the work.
- Completion.
 - Before substantial completion, submit to Contractor a list of observed items requiring completion or correction.
 - Conduct a final inspection in the company of Consultant, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.
- Limitations of Authority
 - Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the contract documents.
 - Shall not undertake any of the responsibilities of the Contractor, subcontractor, or Contractor's superintendent.
 - Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
 - Shall not authorize Owner to occupy the Project in whole or in part.
 - Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant in writing.
- Construction Services Contingency. Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Consultant shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate the Consultant for all duties performed.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Land Survey
- Legal descriptions or exhibits
- Subsurface Geotechnical Investigation
- Utility relocation design coordination or construction drawings related to off-site
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Construction surveying
- Land Survey for record drawings
- Resident Project Representation for any portion outside the base bid of the Project

3. Task Order Schedule

In addition to any schedule provisions provided, the parties shall meet the following schedule:

- Notice to Proceed – January 1, 2024
- Inspection Services – January 1, 2024

4. Payments to Consultant

A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Task Order Fee Structure

Phase	SCOPE OR SERVICE DESCRIPTION	FEE
1	Construction Inspection	90,800
Total:		\$90,800

Compensation

For Basic Services performed under this specific Task Order Number Four, the Owner shall pay the Consultant an hourly not to exceed amount of \$90,800, including reimbursable expenses.

B. The terms of payment are set forth in the Proposal Agreement.

The Effective Date of this Task Order is _____.

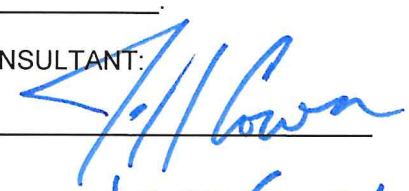
OWNER:

By: _____

Print Name: _____

Title: _____

CONSULTANT:

By:  _____

Print Name: JEFF COWAN

Title: CEO



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

Date: November 20, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: November 2023 Sales and Use Tax Deposit

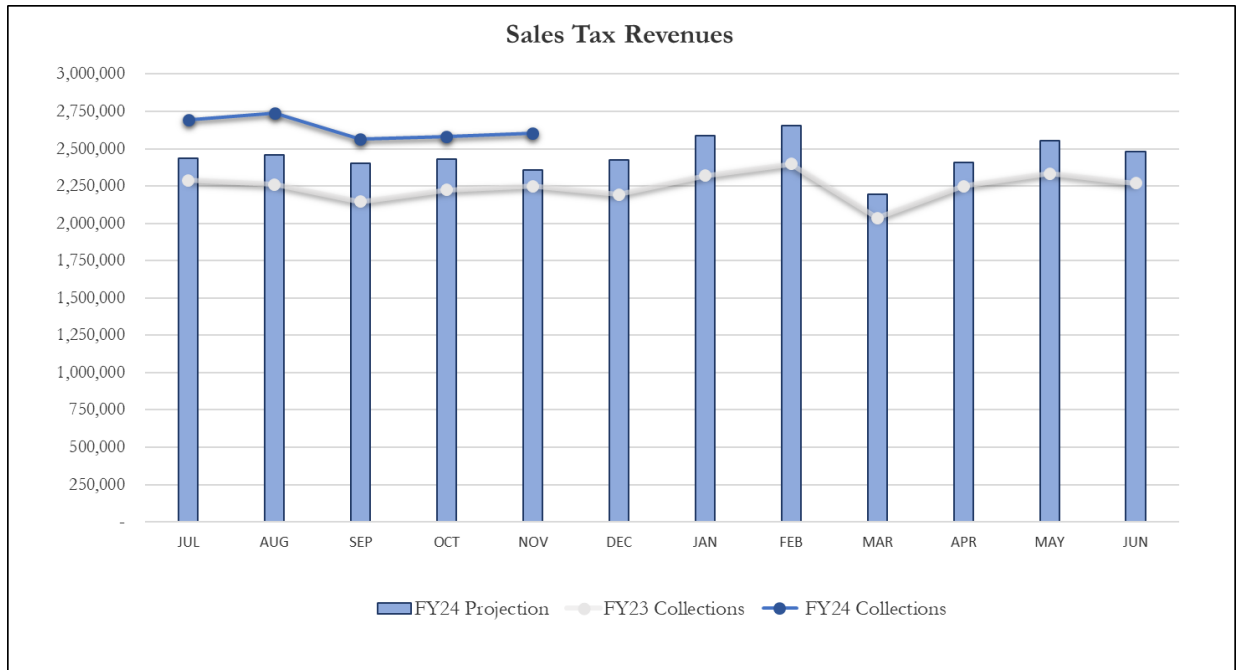
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 November consists of October estimates and September final reported collections. Any taxes collected for months prior to September will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The November sales tax deposit was \$2,606,349.63 including interest of \$2,832.59, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,303,174.82
2018 Capital Improvements Fund	325,793.70
Capital Improvements Fund	252,490.12
Street Improvements Fund	285,069.49
Economic Development Fund	32,579.37
Police Sales Tax Fund	40,724.21
Fire Sales Tax Fund	40,724.21
2023 Capital Improvements Fund	325,793.70
Total Sales Taxes Collected	<u>\$ 2,606,349.63</u>

- Finance Department Report - Sales and use tax collections totaled \$2,992,483.06 for November 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 \$1,107,048 or 9.1%, over the projected budget year-to-date. Use tax collections are up \$309,270 or 20.9%, above the projected budget year-to-date.

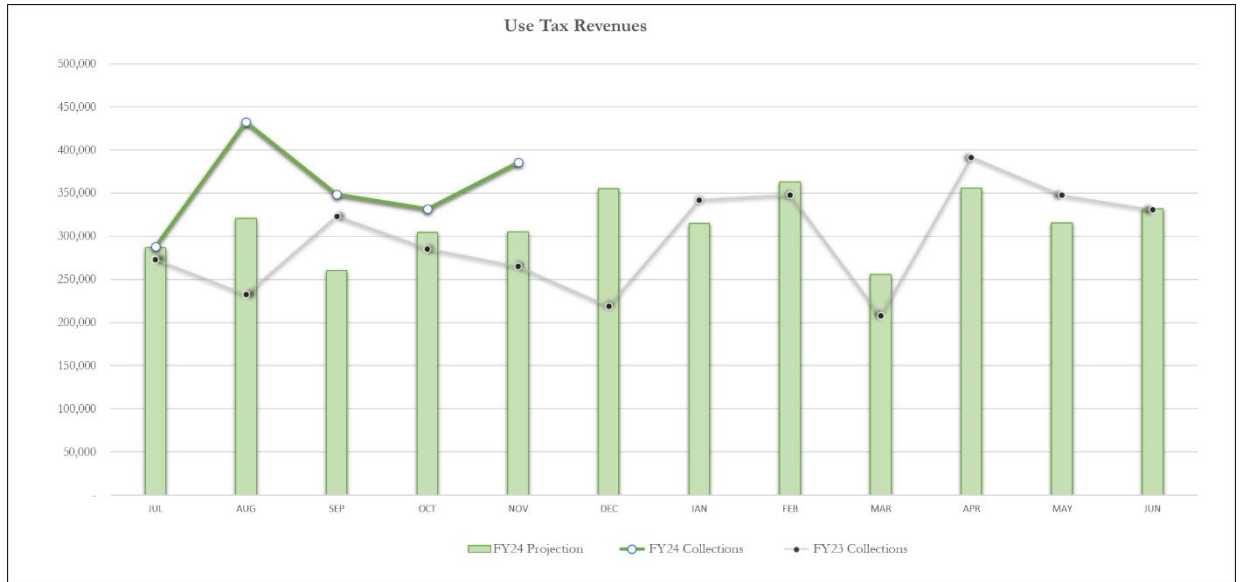
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - November 2023	\$ 2,359,558	\$ 2,606,350	\$ 246,792	10.46%	
Sales Tax Receipts (year-to-date):	\$ 12,081,056	\$ 13,188,104	\$ 1,107,048	9.16%	
	November 2022	November 2023	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Sales Tax Receipts (vs Prior Year):	\$ 2,248,785	\$ 2,603,517	\$ 354,732	15.77%	1.30%
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Sales Tax Receipts (vs Prior Year):	\$ 11,165,432	\$ 13,188,104	\$ 2,022,672	18.12%	3.35%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% 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 (Nov 2023):	\$ 304,975	\$ 386,136	\$ 81,162	26.61%	
Use Tax Receipts (year-to-date):	\$ 1,477,542	\$ 1,786,812	\$ 309,270	20.93%	

	Nov 2022	Nov 2023	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 265,079	\$ 386,136	\$ 121,057	45.67%	27.46%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 1,379,075	\$ 1,786,812	\$ 407,737	29.57%	13.37%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% 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: \$ 552,801

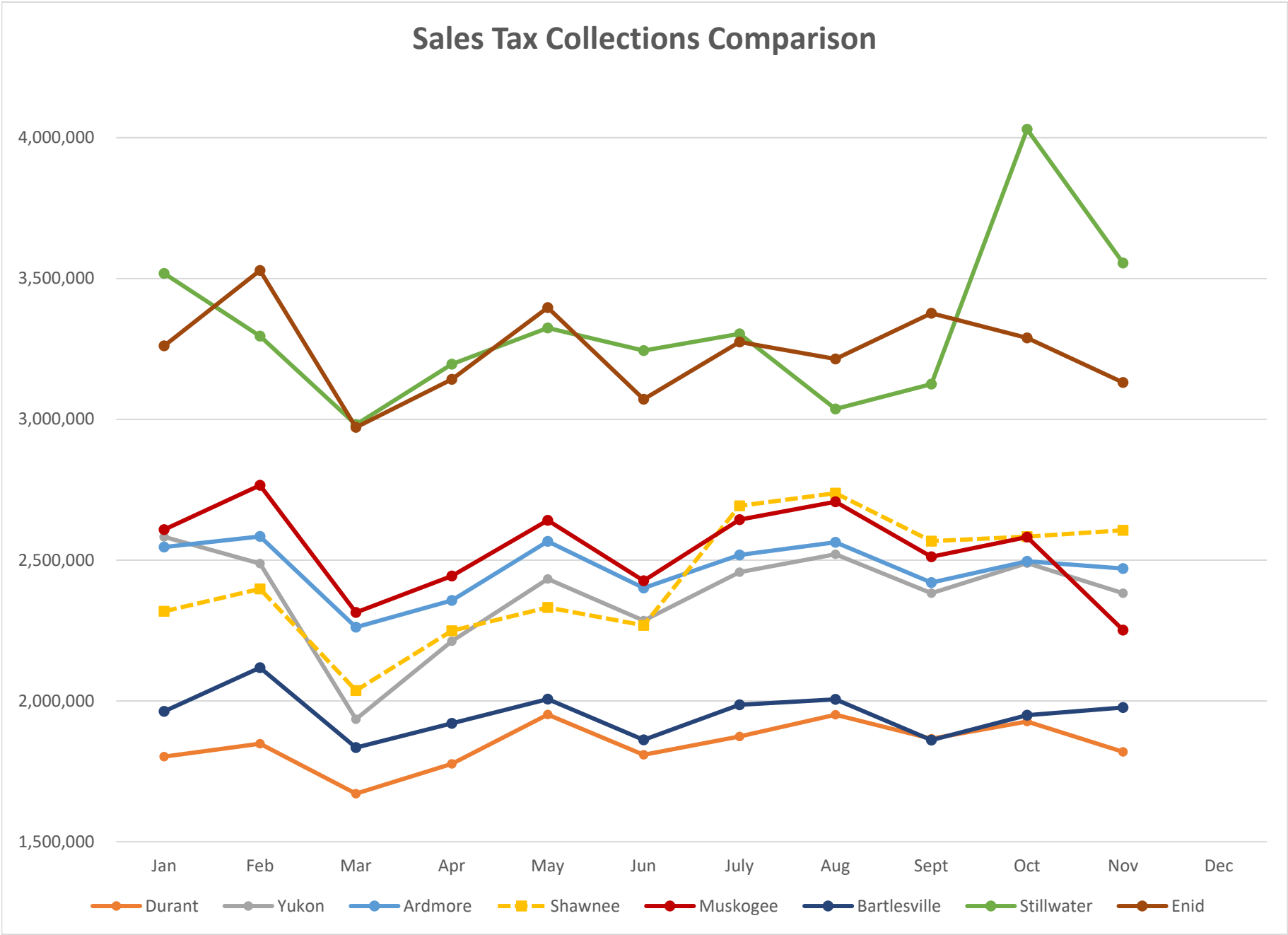
Use Tax Above/(Below) Projections: \$ 309,270

Appropriated:

Total Appropriated \$ -

Total Unappropriated: \$ 862,071

To provide insight into how the City of Shawnee compares to its peers, the following graphic offers an overview of sales tax collections in 2023.



How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

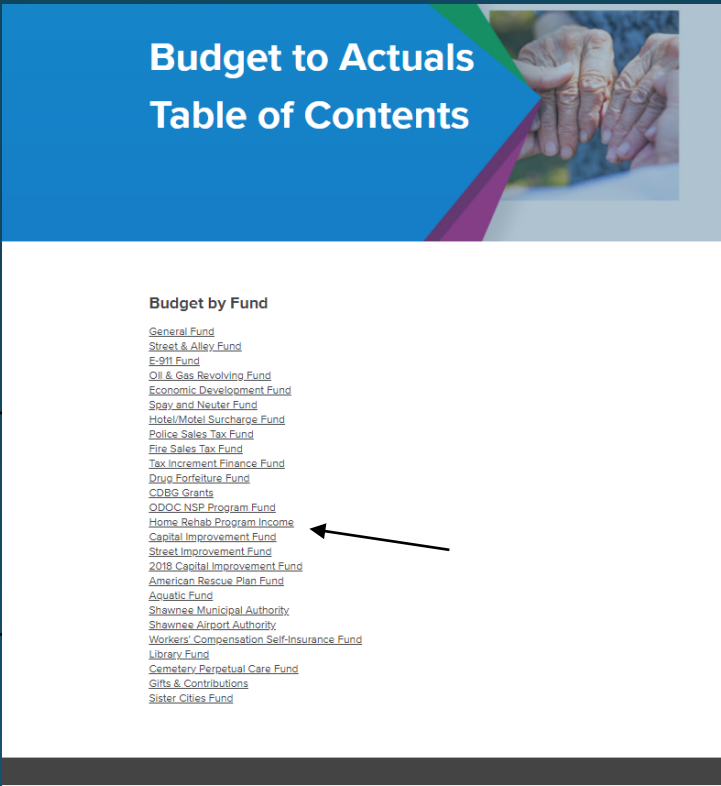
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

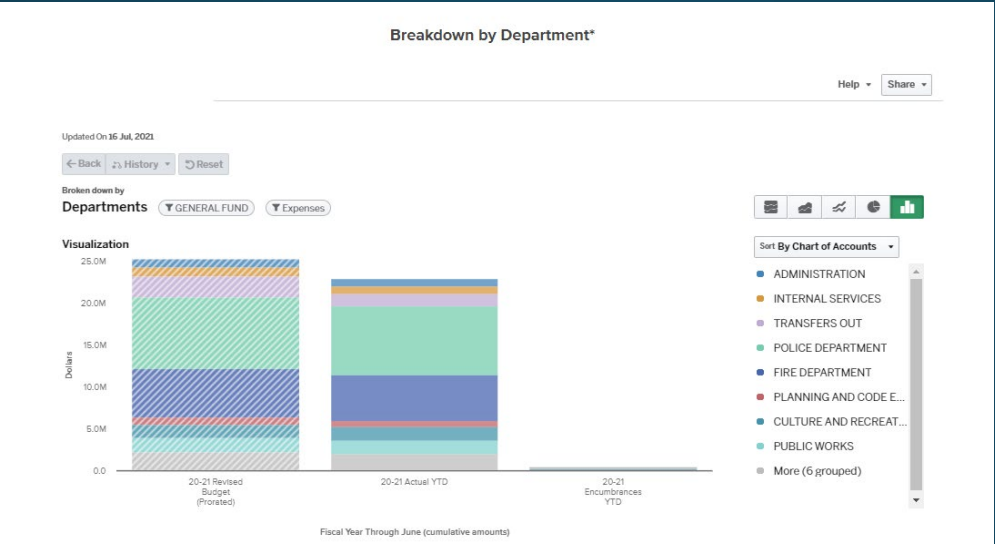


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

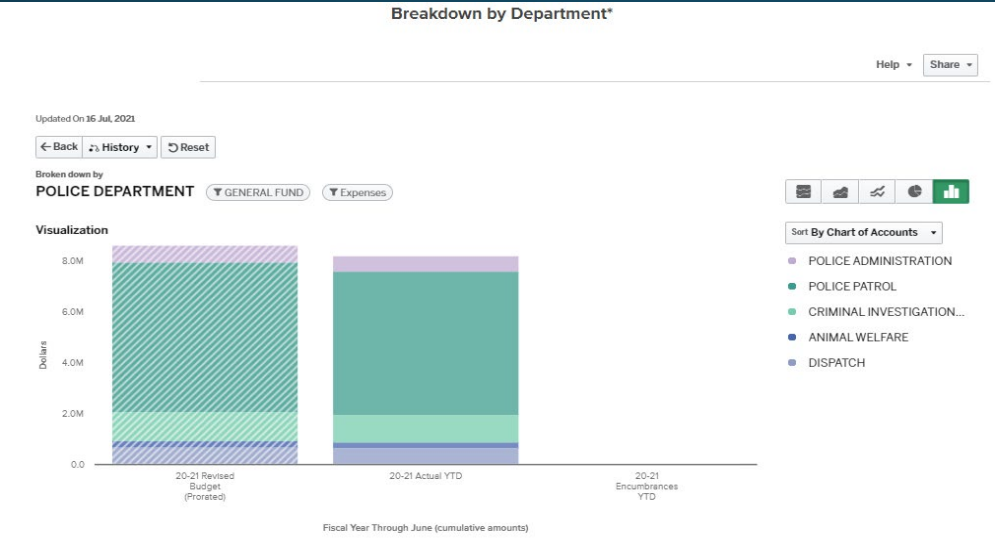
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

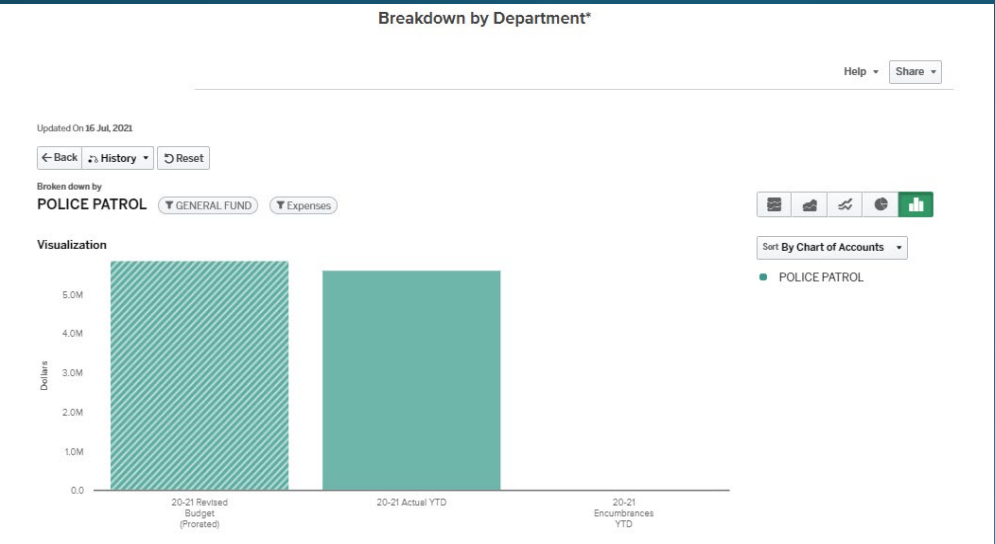
Initial View



Department Level

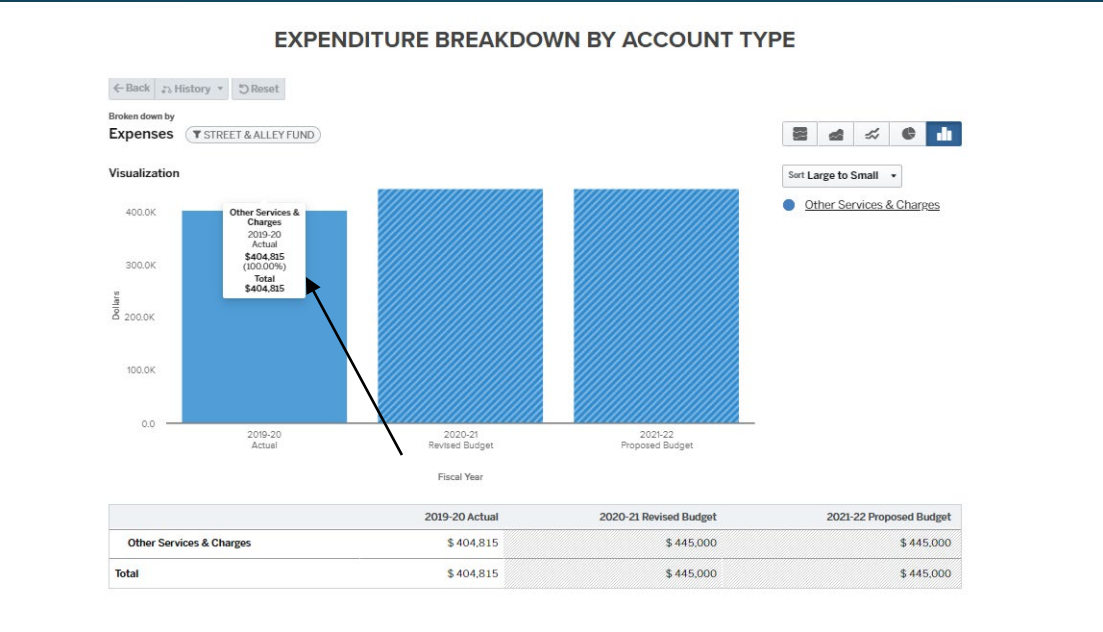


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

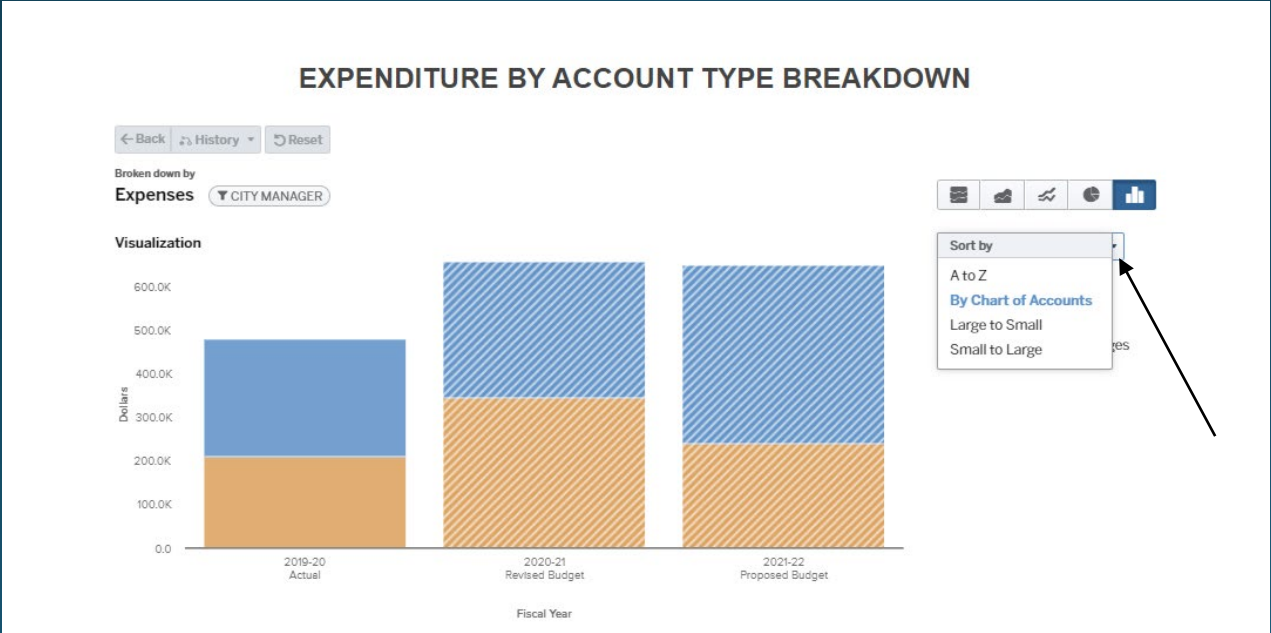


Sorting

Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

City of Shawnee

Unified Development Code –
First Draft

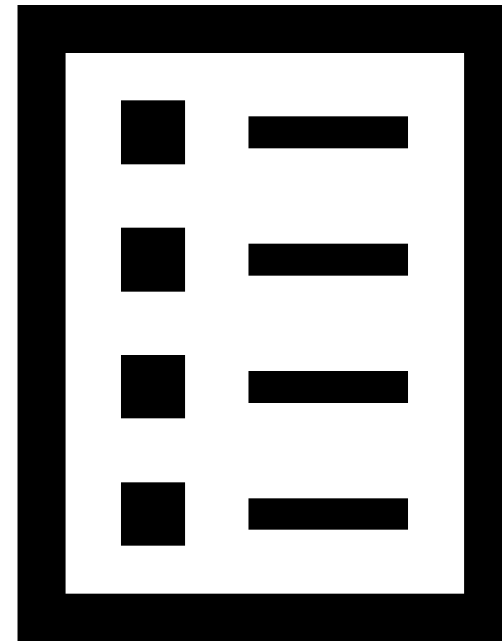
City Commission

Monday, November 20, 2023

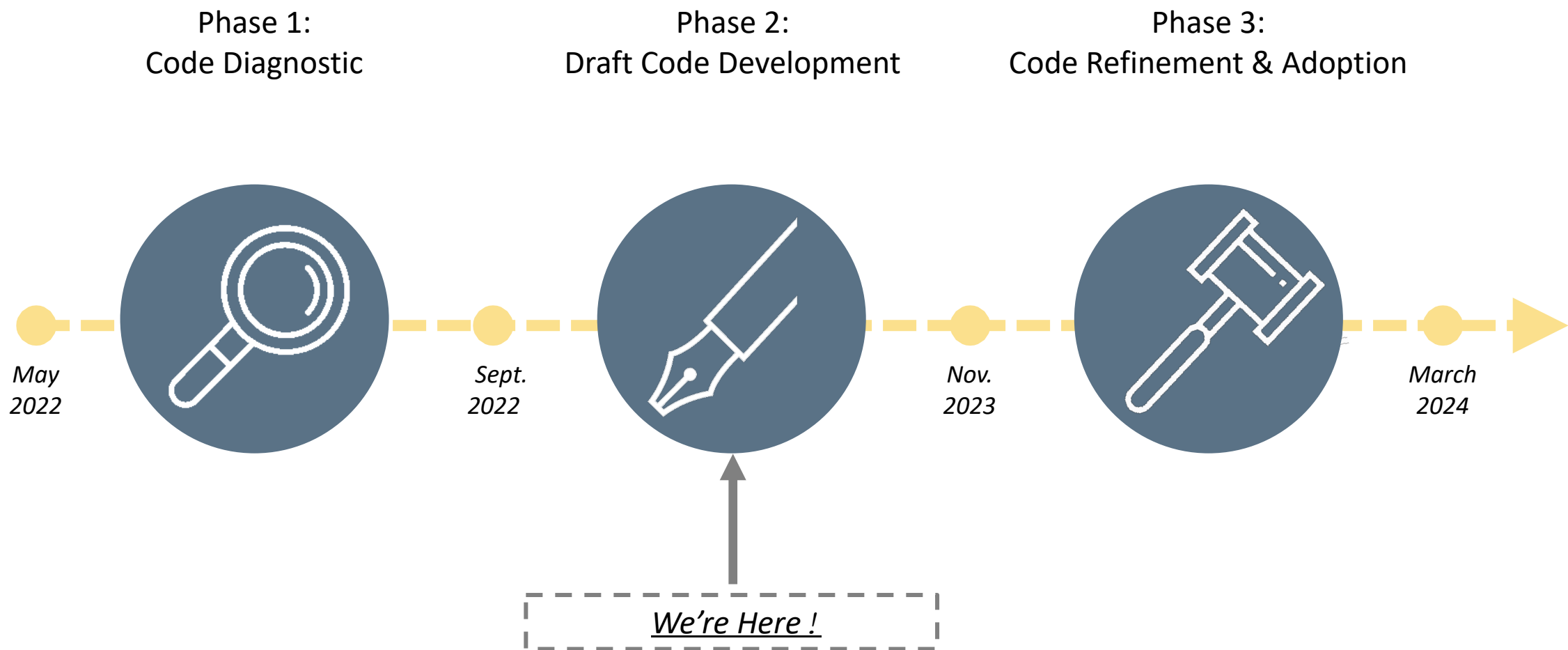


Agenda

1. Project Process Overview
2. Top 10 List
3. UDC Organization
4. Article Summary
5. Next Steps
6. Discussion & Questions



Project Process Overview



Top 10 List

1. Modern format
2. Improved graphics
3. Less technical jargon
4. Overhauled subdivision standards
5. Consolidated, revised, and new zoning districts
6. Modernized uses with expanded use regulations
7. Strengthened development standards
8. Streamlined and clarified processes
9. Flexibility provided without sacrificing certainty
10. Expanded definitions

UDC Organization

Article	Title
I	General Provisions
II	Zoning Districts
III	Uses
IV	Development Standards
V	Subdivision Regulations
VI	Procedures
VII	Nonconformities
VIII	Enforcement
IX	Approval Authorities
X	Definitions

Article I – General Provisions

- Establishes the new UDC
- References compliance with State Law and the Comprehensive Plan
- Effective date and repeal of existing ordinance establishment
- Severability clause
- Relationship to other regulations provided

Article	Section	
I	Sec. 22-1	Title
	Sec. 22-2	Purpose
	Sec. 22-3	Authority
	Sec. 22-4	Applicability
	Sec. 22-5	Consistency with Comprehensive Plan
	Sec. 22-6	Conflicting Provisions
	Sec. 22-7	Private Restrictions
	Sec. 22-8	Severability
	Sec. 22-9	Repeal of Existing Ordinances
	Sec. 22-10	Effective Date

Article II – Zoning Districts

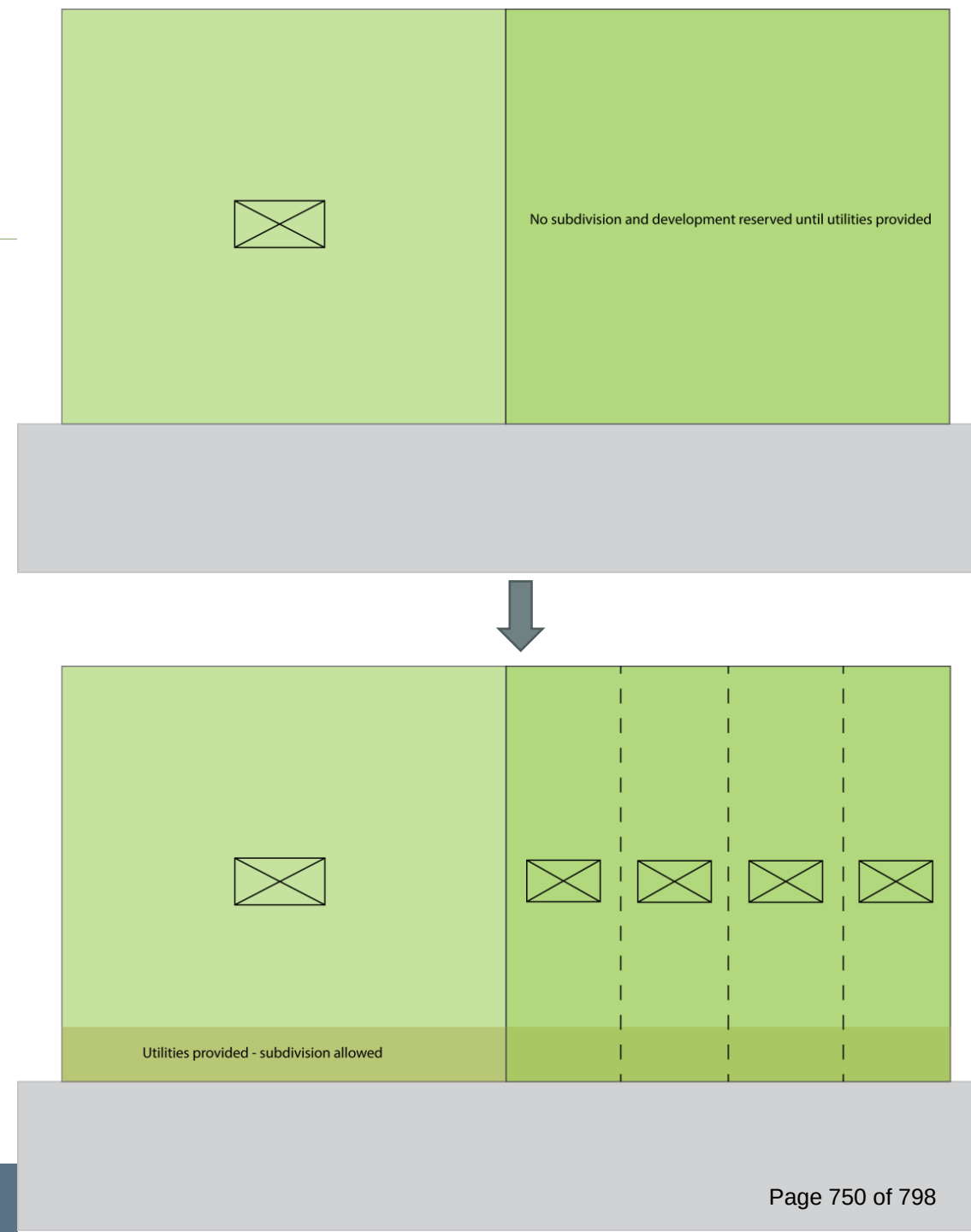
- Revised zoning districts provided
- Established a Zoning Equivalency table to demonstrate how the existing zoning districts relate to the proposed districts
- Reduced the zoning district total from 14 to 11
- Each district has its own:
 - Purpose statement that aligns with the Comprehensive Plan
 - Internal cross-references to the Use Table and other applicable development standards
 - Dimensional standards table
 - Special Regulations provided as necessary

Article	Section	
II	Sec. 22-11	Generally
	Sec. 22-12	Zoning Districts Established
	Sec. 22-13	Zoning Map
	Sec. 22-14	Transitional Agriculture (TA) District
	Sec. 22-15	Low-Density Residential (R-1) District
	Sec. 22-16	Medium-Density Residential (R-2) District
	Sec. 22-17	High-Density Residential (R-3) District
	Sec. 22-18	Local Commercial (C-1) District
	Sec. 22-19	Regional Commercial (C-2) District
	Sec. 22-20	Mixed Use (MU) District
	Sec. 22-21	Downtown (DT) District
	Sec. 22-22	Twin Lakes (TL) District
	Sec. 22-23	Light Industrial (I-1) District
	Sec. 22-24	Heavy Industrial (I-2) District
	Sec. 22-25	Planned Unit Development (PUD) District

Article II – Zoning Districts

Transitional Agriculture (TA) District

- Rebranded from the A-1 and RE District
- Protects agricultural areas
- Establishes Build-Through Acreage (BTA) standards to address infrastructure issues in rural Shawnee



Article II – Zoning Districts

Residential Districts

- R-1 (Low-Density Residential)
 - Allows for larger, conventional residential lots
 - Single-Family Detached Homes are the predominant use
- R-2 (Medium-Density Residential)
 - Allows for a variety of lot sizes
 - Provides housing diversity - missing middle products ranging from townhomes to multi-story apartments
- R-3 (High-Density Residential)
 - Most dense residential district
 - Encourages large, multi-story apartments

Article II – Zoning Districts

Commercial Districts

- C-1 (Local Commercial)
 - Low intensity commercial development
- C-2 (Regional Commercial)
 - Medium to high intensity commercial development
 - Geared towards regional commercial activity
 - Mostly located along or near major roadways (highways, major arterials, etc.)

Article II – Zoning Districts

Mixed Use Districts

- DT (Downtown)
 - New district with form-based elements
 - Divided into 3 subdistricts: Core, Edge, and Transition
 - Subdistricts aimed to right size development and protect development patterns in Downtown
- MU (Mixed Use)
 - New district aimed to provide a mix of residential, commercial, and office uses
 - Geared for development outside of Downtown
- TL (Twin Lakes)
 - New district for development around the lakes
 - Divided into 2 subdistricts: Residential and Commercial
 - Allows for residential uses and limited commercial development

Article II – Zoning Districts

Industrial Districts

- I-1 (Light Industrial)
 - Provides for limited industrial development
 - Smaller scaled development but can be larger depending on the use
- I-2 (Heavy Industrial)
 - Most intensive industrial development
 - Large in scale

Article III – Uses

- Organized into the following sections
- Establishes the Use Table
- Land uses are allowed by zoning district via by-right or specific use permit
- Minimum parking ratios provided in the Use Table
- Provided use-specific regulations for certain land uses to mitigate for any adverse development impacts
- Regulations for accessory and temporary uses are established

Article	Section	
III	Sec. 22-26	Purpose and Applicability
	Sec. 22-27	Organization
	Sec. 22-28	Use Table
	Sec. 22-29	Residential Use-Specific Regulations
	Sec. 22-30	Commercial Use-Specific Regulations
	Sec. 22-31	Marijuana Use-Specific Regulations
	Sec. 22-32	Industrial Use-Specific Regulations
	Sec. 22-33	Public, Civic, and Institutional Use-Specific Regulations
	Sec. 22-34	Recreation Use-Specific Regulations
	Sec. 22-35	Agricultural Use-Specific Regulations
	Sec. 22-36	Accessory Uses
	Sec. 22-37	Temporary Uses and Structures

Article III – Uses (Use Table)

Land Use	Zoning District												Use-Specific Regulations	Parking		
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2			TL	
								C	E	T					R	C
Rooming/Boarding House				P						P			C		Sec. 22-31. I.	0.5/guest room
Commercial Uses																
Afterlife Service																
Cemetery	P	C	C	P	P	P				P	C					4/acre
Funeral Services					C	P			C		C				Sec. 22-32. A.	2/1000 sf
Animal Service																
Kennel	C				P	P	P			P	C				Sec. 22-32. B.	2/1000 sf
Veterinary	C				P	P	C				C				Sec. 22-32. C.	2/1000 sf
Assembly & Entertainment																
Assembly Hall				C	P	P	P	P	P					C		5/1000 sf
Broadcast or Recording Studio					P	P		P	P							1.5/1000 sf
Commercial Amusement (indoor)	C					P	P	P	P		P			P		4/1000 sf
Commercial Amusement (outdoor)	C					P	P							P	Sec. 22-32. D.	5/acre
Nightclub						P	C	P	C		C				Sec. 22-32. E.	5/1000 sf
Commercial Service																
Building Service						P					P	P				1.5/1000 sf
Business Support Service					P	P	P	P	P		P					1.5/1000 sf
Personal Services				C	P	P	P	P	P	C	P			P		2.5/1000 sf
Research Service					C	C	C		C		P	P				1.5/1000 sf
Heavy Equipment Services and Sales						C					P	P			Sec. 22-32. F.	1.5/1000 sf
Financial Service																

Article III – Uses (Use Table)

Land Use	Zoning District												Use-Specific Regulations	Parking		
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2			TL	
								C	E	T					R	C
Rooming/Boarding House				P						P			C		Sec. 22-31. I.	0.5/guest room
Commercial Uses																
Afterlife Service																
Cemetery	P	C	C	P	P	P				P	C					4/acre
Funeral Services					C	P			C		C				Sec. 22-32. A.	2/1000 sf
Animal Service																
Kennel	C				P	P	P			P	C				Sec. 22-32. B.	2/1000 sf
Veterinary	C				P	P	C				C				Sec. 22-32. C.	2/1000 sf
Assembly & Entertainment																
Assembly Hall				C	P	P	P	P	P					C		5/1000 sf
Broadcast or Recording Studio					P	P		P	P							1.5/1000 sf
Commercial Amusement (indoor)	C					P	P	P	P		P			P		4/1000 sf
Commercial Amusement (outdoor)	C					P	P							P	Sec. 22-32. D.	5/acre
Nightclub						P	C	P	C		C				Sec. 22-32. E.	5/1000 sf
Commercial Service																
Building Service						P					P	P				1.5/1000 sf
Business Support Service					P	P	P	P	P		P					1.5/1000 sf
Personal Services				C	P	P	P	P	P	C	P			P		2.5/1000 sf
Research Service					C	C	C		C		P	P				1.5/1000 sf
Heavy Equipment Services and Sales						C					P	P			Sec. 22-32. F.	1.5/1000 sf
Financial Service																

Article III – Uses (Use Table)

Land Use	Zoning District												Use-Specific Regulations	Parking		
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2			TL	
								C	E	T					R	C
Rooming/Boarding House				P						P			C		Sec. 22-31. I.	0.5/guest room
Commercial Uses																
Afterlife Service																
Cemetery	P	C	C	P	P	P				P	C					4/acre
Funeral Services					C	P			C		C				Sec. 22-32. A.	2/1000 sf
Animal Service																
Kennel	C				P	P	P			P	C				Sec. 22-32. B.	2/1000 sf
Veterinary	C				P	P	C				C				Sec. 22-32. C.	2/1000 sf
Assembly & Entertainment																
Assembly Hall				C	P	P	P	P	P					C		5/1000 sf
Broadcast or Recording Studio					P	P		P	P							1.5/1000 sf
Commercial Amusement (indoor)	C															
Commercial Amusement (outdoor)	C															
Nightclub						P	C	P	C		C				Sec. 22-32. E.	5/1000 sf
Commercial Service																
Building Service						P					P	P				1.5/1000 sf
Business Support Service					P	P	P	P	P		P					1.5/1000 sf
Personal Services				C	P	P	P	P	P	C	P			P		2.5/1000 sf
Research Service					C	C	C		C		P	P				1.5/1000 sf
Heavy Equipment Services and Sales						C					P	P			Sec. 22-32. F.	1.5/1000 sf
Financial Service																

Kennel. A facility licensed to house dogs, cats, or other household pets and/or where grooming, breeding, boarding or training or selling of animals is conducted as business. This includes pet resorts/hotels, pet adoption centers, dog training centers, animal rescue shelters and sanctuaries.

Article III – Uses (Use Table)

Land Use	Zoning District													Use-Specific Regulations	Parking	
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2	TL			
								C	E	T			R			C
Rooming/Boarding House				P						P			C		Sec. 22-31. I.	0.5/guest room
Commercial Uses																
Afterlife Service																
Cemetery	P	C	C	P	P	P				P	C					4/acre
Funeral Services					C	P			C		C				Sec. 22-32. A.	2/1000 sf
Animal Service																
Kennel	C				P	P	P			P	C				Sec. 22-32. B.	2/1000 sf
Veterinary	C				P		C				C				Sec. 22-32. C.	2/1000 sf
Assembly & Entertainment																
Assembly Hall				C	P		P	P	P					C		5/1000 sf
Broadcast or Recording Studio																1.5/1000 sf
Commercial Amusement (indoor)	P													P		4/1000 sf
Commercial Amusement (outdoor)														P	Sec. 22-32. D.	5/acre
Nightclub	C														Sec. 22-32. E.	5/1000 sf
Building Service																1.5/1000 sf
Business Support Service																1.5/1000 sf
Personal Services														P		2.5/1000 sf
Research Service					C	C	C		C		P	P				1.5/1000 sf
Heavy Equipment Services and Sales						C					P	P			Sec. 22-32. F.	1.5/1000 sf
Financial Service																

Symbol	Meaning	Description
P	Permitted by Right	A "P" in a zoning district column indicates that a use is permitted by right, provided that it meets any applicable use-specific regulations. These uses are subject to all other applicable regulations of this UDC.
C	Conditional Use Permit Required	A "C" in a zoning district column indicates that a use requires conditional use review and approval by City Commission.
	Not Allowed	A blank cell in a zoning district column indicates that a use is not permitted as a primary use or conditional use in the zoning district.
--	Not Required	A "--" in a zoning district column indicates that a minimum parking ratio is not required for a particular use.

Article III – Uses (Use Table)

Land Use	Zoning District												Use-Specific Regulations	Parking		
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2			TL	
								C	E	T					R	C
Rooming/Boarding House				P						P			C		Sec. 22-31. I.	0.5/guest room
Commercial Uses																
Afterlife Service																
Cemetery	P	C	C	P	P	P				P	C					4/acre
Funeral Services					C	P			C		C				Sec. 22-32. A.	2/1000 sf
Animal Service																
Kennel	C				P	P	P			P	C				Sec. 22-32. B.	2/1000 sf
Veterinary	C				P	P	C				C				Sec. 22-32. C.	2/1000 sf
Assembly & Entertainment																
Assembly Hall				C	P	P	P	P	P					C		5/1000 sf
Broadcast or Recording Studio					P	P		P								
Commercial Amusement (indoor)	C					P	P	P								
Commercial Amusement (outdoor)	C					P	P									
Nightclub						P	C	P								
Commercial Service																
Building Service						P										
Business Support Service					P	P	P	P								
Personal Services				C	P	P	P	P								
Research Service					C	C	C		C		P	P				1.5/1000 sf
Heavy Equipment Services and Sales						C					P	P			Sec. 22-32. F.	1.5/1000 sf
Financial Service																

Animal Service Use-Specific Regulations

B. Kennel

- Local Commercial (C-1) District.
 - A Kennel shall not be located within one hundred (100) feet of any residential district.
 - No outside runs are allowed.
- All Other Zoning Districts.
 - A Kennel shall not be located within two hundred fifty (250) feet of any residential district.
 - Outside runs shall be operated only with an attendant present on the premises twenty-four (24) hours a day.
 - At a minimum, the animals shall be enclosed within a six-foot (6') fence or wall to restrain animals from running at large.

Article IV – Development Standards

- Establishes uniform standards for the development and improvement of property to ensure quality development that is consistent with the Comprehensive Plan and zoning district intent
- Each section has its own purpose and applicability statements
- 12 sections provided
 - 11 development standards sections

Article	Section	
IV	Sec. 22-38	General Provisions
	Sec. 22-39	Dimensional Regulations
	Sec. 22-40	Parking
	Sec. 22-41	Loading
	Sec. 22-42	Landscaping
	Sec. 22-43	Screening and Fencing
	Sec. 22-44	Outdoor Lighting
	Sec. 22-45	Design Standards
	Sec. 22-46	Refuse Facilities
	Sec. 22-47	Signs
	Sec. 22-48	Infill Development Standards
	Sec. 22-49	Performance Standards

Article IV – Development Standards

Design Standards

- Establishes design standards for the following development types:
 - Single-Family
 - Townhouse
 - Tiny Home
 - Multi-family
 - Mixed Use
 - Nonresidential
 - Downtown
- Regulates:
 - Building Materials (not applicable to residential development)
 - Fenestration and other architectural elements
 - On-site amenities

- I. Mixed Use Standards
 1. Building Articulation
 - a. All buildings shall utilize facade offsets and appropriate fenestration to add variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.
 - b. Elevations that are 50 feet or longer in horizontal length require at least two offsets (projection or recess) from the primary facade plane of at least 18 inches deep and 4 feet wide.
 - c. The height of those offsets is equal to the building's height at the location of the offset.
 - d. Columns and piers shall be spaced no farther apart than the height of the column or pier.
 2. Roof Treatment
 - a. Long uninterrupted roof lines and planes shall be broken into smaller segments through the use of scaled gables or dormers, changes in height, changes in roof form, type or planes that typically correspond to offsets in the building's facade, or other appropriate architectural elements.
 - b. Parapet roof lines shall feature a well-defined cornice treatment or another similar element to visually cap each building elevation.
 - c. Mansard roofs are prohibited.
 3. Fenestration
 - a. The use of recessed windows, awnings, sills, drip caps, projecting trim casings or surrounds, projecting muntins or mullions and other elements is required.
 - b. Any glass with a visible light reflectance rating of 25% or greater is prohibited.
 4. Ground Floor
 - a. The ground or first floor of a mixed-use development is reserved for commercial uses, like retail, office, and restaurant uses.
 - b. For those mixed-use developments incorporating live work units, the first floor may be shared with residential and commercial uses.
 - c. The ground floor shall have a minimum ceiling height of 14 feet.
 5. Architectural Elements

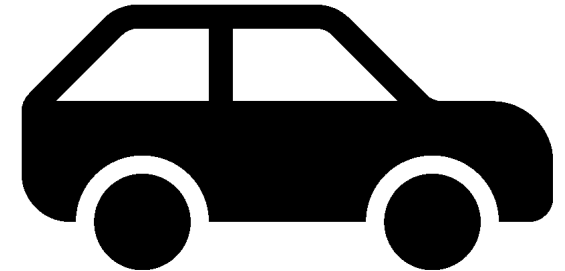
All buildings or developments shall be required to provide at least two of the following architectural elements:

 - a. The primary entrance for all buildings shall feature a protected entry through the use of a recessed entry, porte-cochere, awning, canopy, or similar feature that serves the same purpose. The covering shall be at least three feet in depth when measured from the face of the adjoining facade.
 - b. All building elevations shall feature at least two facade offsets (recess or projection) of at least five feet in depth for every 50 feet of horizontal length.
 - c. All building elevations shall feature at least three distinct roof lines.
 - d. All primary and secondary building entrances, excluding emergency exits and service doors, feature a recessed entry, canopy, awning, or similar sheltering feature of at least 50 square feet.
 - e. Climate controlled interior walkways that connect to all units.
 - f. At least 75% of the required parking is covered (garages, canopies, carports, etc.).
 - g. Other similar architectural features as approved by the Director.

Article IV – Development Standards

Parking

- Establishes parking requirements for all new development
- Required parking ratios provided in the Use Table
- Bicycle parking required for certain uses in certain zoning districts
- Provides parking adjustments and reductions
- Multiple parking adjustments and reductions available
 - Joint parking facilities
 - Captive market
 - Availability to public parking
 - Mixed-Use parking
 - Downtown Parking
 - Electric Vehicle Parking



Article IV – Development Standards

Landscaping

- Establishes landscaping requirements for all new development
- Mostly carried forward the existing nonresidential landscaping regulations
- Revised the residential landscaping regulations
- Clarified tree planting requirements
- Xeriscaping and low-impact standards provided as an alternative to conventional landscaping techniques

Area	Requirement
Front Yard: 10' landscaped setback	1 tree per 35' (linear) of frontage
	Trees may be clustered as approved by the Director
	Deciduous trees, 2" caliper min.
	Evergreen trees, 6' min. height
Side Yard: 5' landscaped setback, unless greater landscaped area required for residential buffer	1 of each tree per 400 sf
	Deciduous trees, 2" caliper min.
	Ornamental trees, 1.5" caliper min.
	Evergreen trees, 6' min. height
Rear Yard: 10' landscaped setback, unless greater landscaped area required for residential buffer	1 of each tree per 400 sf
	Deciduous trees, 2" caliper min.
	Ornamental trees, 1.5" caliper min.
	Evergreen trees, 6' min. height
Parking Lots Perimeter: Landscaping of at least 5' in width on at least three sides, or perimeter landscaping of at least 10' on two sides. In addition, one landscaped island for every 6 parking spaces	<i>For All Parking Areas</i>
	One tree and three shrubs per 6 spaces (average)
	Deciduous trees, 2" caliper min.
	Ornamental trees, 1.5" caliper
	Evergreen trees, 6' min. height

Article IV – Development Standards

Screening and Fencing

- Clarified screening and fencing requirements and when they apply
- Provides acceptable screening and fencing materials
- Establishes minimum and maximum screening heights



Article IV – Development Standards

Infill Development Standards

- Building on existing infill development regulations
- Infill applicable anywhere in the city
- Establishes compatibility requirements for new infill builds



Article IV – Development Standards

Signs

- New sign typology organized into 5 sign categories
 - Ground
 - Attached
 - Incidental
 - Temporary
 - Special
- All sign definitions 1A compliant
- Sign types rightsized according to zoning districts
- Unified Development Sign Modification established for larger, master planned developments

Zoning District → Requirement ↓	TA R-1 R-2	R-3	C-1 C-2	MU	DT	I-1 I-2	TL
<i>General</i>							
Allowed?	NR	✗	✓	✗	✗	✓	✗
Permit Required?	✓	--	✓	--	--	✓	--
Number per Lot (max.)	1	--	1	--	--	1	--
<i>Dimensions</i>							
<i>Sign Area (max. per sign)</i>							
Lots with 0 – 50 ft of Lineal Street Frontage	50 sf	--	50 sf	--	--	50 sf	--
Lots with 51 – 100 ft of Lineal Street Frontage	50 sf	--	100 sf	--	--	100 sf	--
Lots with 101 – 150 ft of Lineal Street Frontage	75 sf	--	150 sf	--	--	150 sf	--
Lots with 151 – 200 ft of Lineal Street Frontage	75 sf	--	200 sf	--	--	200 sf	--
Lots with > 200 ft of Lineal Street Frontage	100 sf	--	400 sf	--	--	400 sf	--
<i>Sign Height (max. per sign)</i>							
Height of the highest point of sign above grade	20 ft	--	20 ft	--	--	20 ft	--
Height of the highest point of sign if adjacent to an elevated roadway	40 ft	--	40 ft	--	--	40 ft	--
<i>Distance</i>							
From Front Property Line	5 ft	--	5 ft	--	--	10 ft	--
From Adjacent Property Lines	5 ft	--	5 ft	--	--	5 ft	--
From Another Ground Sign	50 ft	--	100 ft	--	--	100 ft	--
<i>Features</i>							
Electronic Message Center	✗	--	✓	--	--	✓	--
Changeable Copy	NR	--	✓	--	--	✓	--
Internal Illumination	NR	--	✓	--	--	✓	--
External Illumination	NR	--	✓	--	--	✓	--
Halo Illumination	✗	--	✓	--	--	✓	--
<i>Additional Information</i>							
Key	✓ = yes, a permit is required or the feature is allowed ✗ = no/not allowed NR = the sign type or characteristic is allowed for nonresidential uses only sf = square feet ft = feet "--" = the standard does not apply						

Article V – Subdivision Regulations

- Completely revamped regulations
- New standards provided to reflect best practices
- Expanded street typology
- Increased street improvements (sidewalks, traffic calming, lighting, etc.)
- Design standards supplemented by the Engineering Design Manual
- Clarified easement specifications
- New subdivision types provided
- Established parkland requirements

Article	Section	
V	Sec. 22-50	General Provisions
	Sec. 22-51	Land Division Types
	Sec. 22-52	Subdivision Design Standards and Required Improvements
	Sec. 22-53	Performance Guarantees and Maintenance

Subdivision Arrangement	Requirement
Where Alleys Not Provided	≥ 10 feet required along each rear lot line resulting in a 20 foot total easement along rear lot lines
Area abutting previously not subdivided property	20 foot easement is required along the boundary of the subdivision
	If the applicant is able to obtain a 10 foot utility easement (by separate document in favor of the City) on this abutting property, then the applicant is required only to dedicate 10 feet of easement on their property
Where utility easements are necessary or required along side lot lines of individual lots	A 10 foot easement shall be required centered on the property line with 5 feet in each abutting lot (see Notes)
Any subdivisions utilizing private streets	Public utility easements having a minimum width of 20 feet shall be provided on one side adjacent to and outside of the designated easement of that private street
Notes	On those side lot easements, the side yard setback line will be measured from the near edge of the utility easement to the structure

Article VI – Procedures

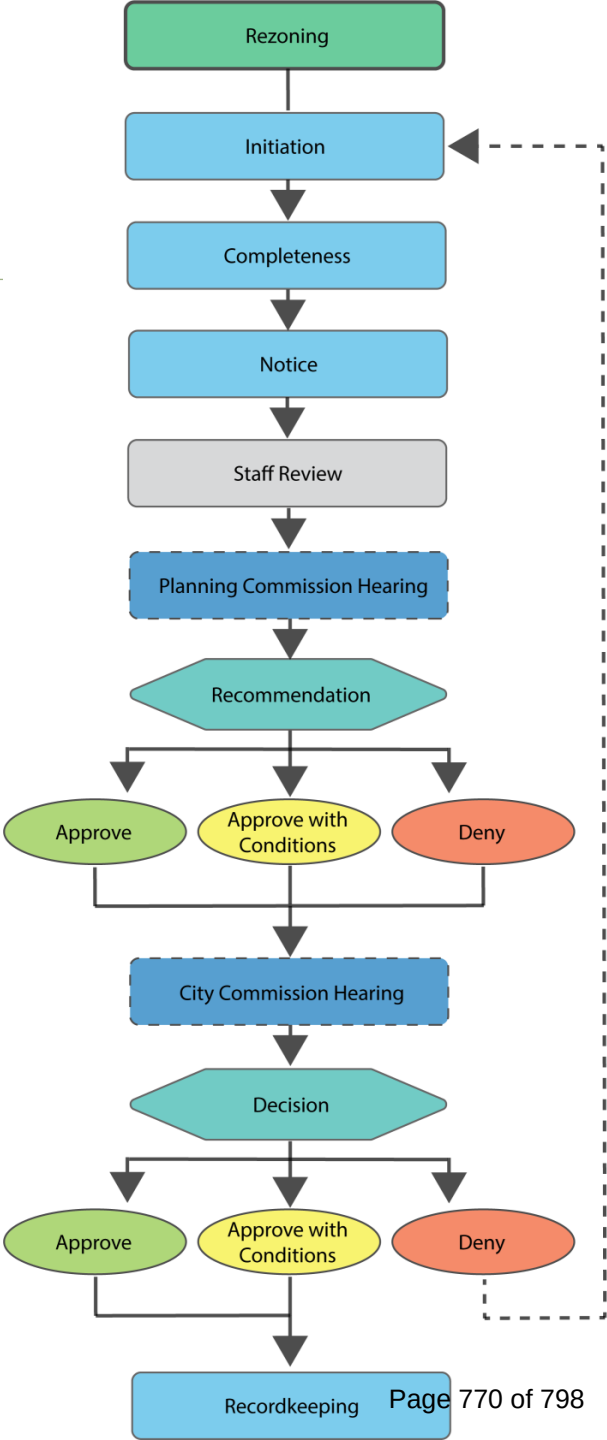
- Establishes all Zoning Ordinance procedural requirements
- Authority table provided:
 - Summarizing noticing requirements
 - Showing who reviews, recommends, and acts on development applications
- Provides relief tools like variances, interpretations, administrative adjustments, special exceptions, and waivers

Article	Section	
VI	Sec. 22-56	General Procedures
	Sec. 22-57	Comprehensive Plan Amendment
	Sec. 22-58	UDC Text Amendment
	Sec. 22-59	Annexation
	Sec. 22-60	Rezoning
	Sec. 22-61	Conditional Use Permit
	Sec. 22-62	Preliminary Plat
	Sec. 22-63	Final Plat
	Sec. 22-64	Lot Split
	Sec. 22-65	Short Plat
	Sec. 22-66	Construction Plans
	Sec. 22-67	Plat Vacation
	Sec. 22-68	Zoning Clearance Permit
	Sec. 22-69	Site Plan
	Sec. 22-70	Sign Permit
	Sec. 22-71	Building Permit
	Sec. 22-72	Certificate of Occupancy
	Sec. 22-73	Interpretation
	Sec. 22-74	Administrative Adjustments
	Sec. 22-75	Special Exception
	Sec. 22-76	Variances
	Sec. 22-77	Waivers

Article VI – Procedures

- Each development application procedure has a process flowchart
- Shows the required steps for approval for that development application

UDC Section	Application Type	PAM	Notice	Approval Authority			
				DR	PC	CC	BA
Sec. 22-57.	Comprehensive Plan Amendment	✗	✓	R	R	D	A
Sec. 22-58.	UDC Text Amendment	✗	✓	R	R	D	A
Sec. 22-59.	Annexation	✓	✓	R	R	D	A
Sec. 22-60.	Rezoning	✓	✓	R	R	D	A
Sec. 22-61.	Conditional Use Permit	✗	✓	R	R	D	A
Sec. 22-62.	Preliminary Plat	✗	✗	R	D		A
Sec. 22-63.	Final Plat	✗	✗	R	D		A
Sec. 22-64.	Lot Split	✗	✗	D			A
Sec. 22-65.	Short Plat	✗	✗	D			A
Sec. 22-66.	Construction Plan	✗	✗	D			A
Sec. 22-67.	Plat Vacation	✗	✓	R	R	D	A
Sec. 22-68.	Zoning Clearance Permit	✗	✗	D			A
Sec. 22-69.	Site Plan	✗	✗	D			A
Sec. 22-70.	Sign Permit	✗	✗	D			A
Sec. 22-71.	Building Permit	✗	✗	D			A
Sec. 22-72.	Certificate of Occupancy	✗	✗	D			A
Sec. 22-73.	Interpretation	✗	✗	D			A
Sec. 22-74.	Administrative Adjustments	✗	✗	D			A
Sec. 22-75.	Special Exceptions	✗	✓	R			D
Sec. 22-76.	Variances	✗	✓	R			D
Sec. 22-77.	Waivers	✗	✓	R	D		A
Key	✗ = Not Required ✓ = Required R = Review and Recommend D = Decision (a decision includes the review of the application) A = Appeal Decision PAM = Pre-Application Meeting DR = Director PC = Planning Commission CC = City Commission BA = Board of Adjustment						



Article VII – Nonconformities

- Provided nonconformity regulations for each nonconforming situation
 - Uses
 - Structures
 - Lots
 - Signs
 - Site Plan Improvements

Article	Section	
VII	Sec. 22-76	General Provisions
	Sec. 22-77	Nonconforming Uses
	Sec. 22-78	Nonconforming Structures
	Sec. 22-79	Nonconforming Lots
	Sec. 22-80	Nonconforming Signs



Article VIII – Enforcement

Article	Section	
VIII	Sec. 22-82	General Enforcement Procedures
	Sec. 22-83	Penalties

Strengthened enforcement procedures

Specified list of violations

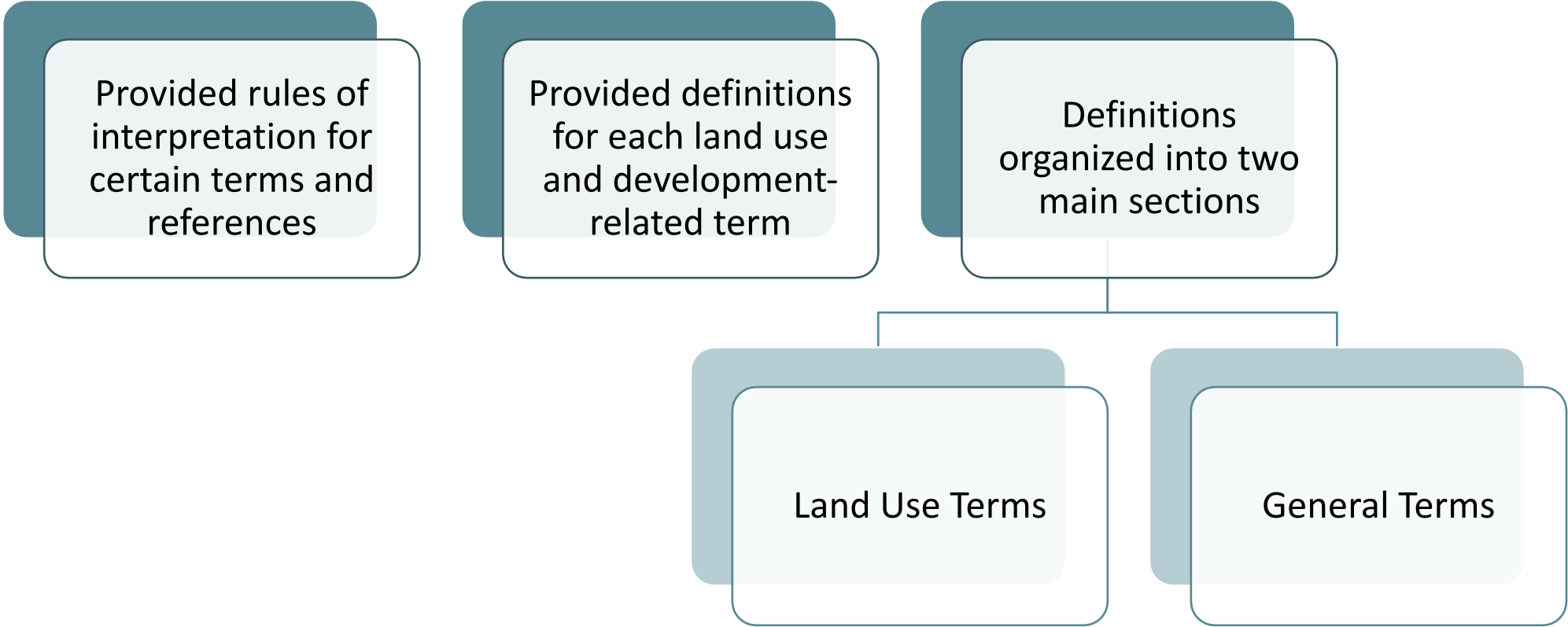
Article IX – Approval Authorities

- Establishes the bodies responsible for reviewing and acting on development applications
 - Community Development Department
 - City Commission
 - Director
 - Planning Commission
 - Board of Adjustment
- Summarizes powers and duties

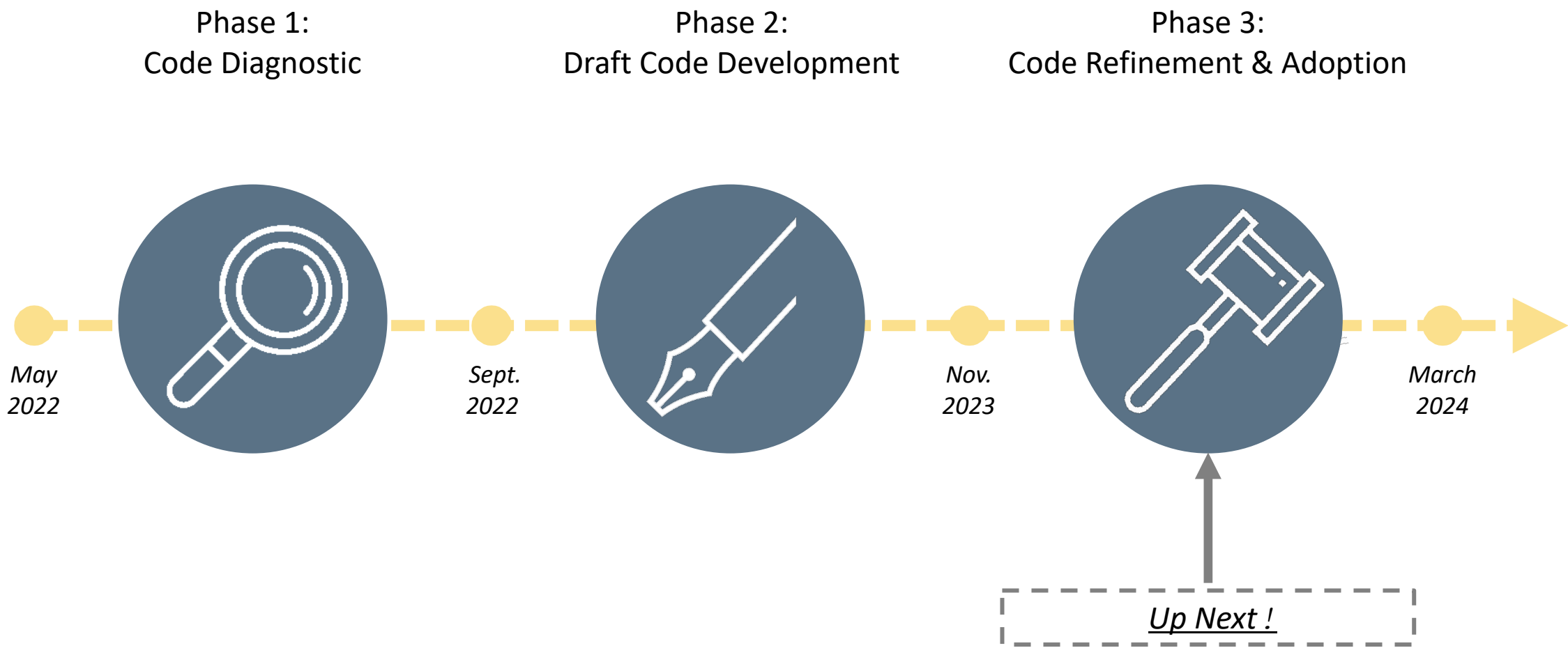
Article	Section	
IX	Sec. 22-84	Generally
	Sec. 22-85	Community Development Department
	Sec. 22-86	City Commission
	Sec. 22-87	Director
	Sec. 22-88	Planning Commission
	Sec. 22-89	Board of Adjustment

Article X – Definitions

Article	Section	
X	Sec. 22-90	Generally
	Sec. 22-91	Land Use Terms
	Sec. 22-92	General Terms



Next Steps



Discussion and Questions?

Thank you!



Website QR Code

URL: <https://freese.mysocialpinpoint.com/shawneeudc>

10/30/2023

Theresa Cody
115 East Main Street Shawnee, OK 74801

The City Of Shawnee OK
16 West 9th Street
Shawnee, Oklahoma 74801

To Andrea Weckmueller Behringer, Mayor Bolt, Commissioners

As a business owner and resident in Ward 3 for 32 years, I understand this ward has some very unique qualities and also some very specific challenges. In Ward 3 there are business, churches and residents. There is a need for community collaboration in order to preserve the history and strengthen the downtown community as it grows and prospers.

If I were chosen as Ward 3 Commissioner, I would work with the City Manager, Mayor and Commissioners to facilitate ongoing positive communication between the city government and the citizens, business owners, to foster a positive environment to achieve community goals.



Theresa Cody

115 East Main Street Shawnee, OK 74801

Date 10-30-23 Time 12:00 pm

CITY COMMISSION
WARD 3
APPLICATION TO SERVE

Deadline to Apply: October 30, 2023
12:00 pm

Boards, Committees, and Commissions

Name: <u>Theresa L Cody</u>	Application Date: <u>10-30-23</u>
Address: <u>115 E Main</u>	
Mailing Address: <u>Boone</u>	
Daytime Phone: <u>405-788-9889</u>	Email: <u>uthreadstlc@yahoo.com</u>
Profession: <u>Business owner</u>	
Business Name: <u>Uncommon Threads</u>	
Business Address: <u>115 E Main, Shawnee OK</u>	
Business Phone: <u>405-788-9889</u>	Fax: _____ Email: <u>uthreadstlc@yahoo.com</u>

Do you live within Ward 3 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 32

Why are you interested in serving as Ward 3 Commissioner on the City Commission?

To create a positive conversation with the
city & community.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I have lived and owned a business
in downtown for over 32 years

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

Working with the Downtown Neighborhood
Watch, P.H. Co Republican Party as a Delegate
to the state.

List education, including degree(s) earned:

See Attached

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

See Attached

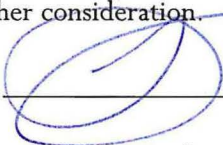
Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
<u>Rick Young</u>	<u>Friend</u> <u>Friend</u>	<u>405-535-3738</u>
<u>David Henry</u>	<u>Friend</u>	<u>405-230-0113</u>
<u>Deed Kerber</u>	<u>Friend</u>	<u>405-609-0308</u>

PLEASE READ CAREFULLY:

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

Signature



Date:

10-30-23

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Theresa L. Cody

Objective My objective in this job would be to create an atmosphere of trust and accountability toward a common goal. Team work is critical to any business in order to reach goals and objectives.

Professional Highlights **CEO/Co-Owner Uncommon Threads/Crafters Showplace Inc.**

- Work with customers to achieve business marketing thru branded appeal
- Daily operations and Managing all aspects of the business including maintenance, and problem-solving
- Worked with limited number of employees to achieve large goals

Window Treatment Designer

- Design curtains for photos or sketches
- Installed the curtains for the customer/achieved knowledge of how to operate tools
- Work with customers to plan, create a product to fit the vision of the customer.

Farmers Market Manager

- Created a marketing campaign each year that focused on educating the public seasonal growing and the freshness by taste/ giving the public a better connection with the farmers.
- Worked one on one with the farmers to help them better understand merchandising their produce and helping them to understand sales tax and health department guidelines/increased the farmers sales.
- Worked with Penn Square Management to increase visibility for the market and coordinate joint marketing ventures/a new logo was created, new signage, flags were a few of the visuals accomplishments.

Mobil Oil Corporation/Drilling Materials Inventory Control Manager/Accounts Payable

- Integrate drilling materials inventory into Computer Systems after acquisition of another oil company. Worked as a team member to help organize procedures for new Drilling Materials Department and inventory control.
- Worked with drilling materials specialists to verify and reconcile physical inventory in multi yards across the Midwest and West coast.
- Recorded daily movement in and out of storage yards.

Skills

- Driving a tractor/Mower/Weed eater
- Operate a table saw/Power tools
- Analytical
- Listening/ Communicating
- Computer operation
- Team Work
- Meeting/Listening and understanding common goals
- Problem Solving
- Purchasing
- Operate various types of sewing machines

Employment History	CEO/Business Owner	Uncommon Threads Emb., Shawnee, OK	July, 1996-2018
	CEO/Business Owner	Crafter Showplace Inc., Shawnee OK	March,1992-2018

Theresa L. Cody

CEO/Business Owner	Creative Curtains, Edmond, OK	August, 1987-1994
Farmers Market Manager	Penn Square, OKC, OK	March, 1988-1992
Drilling Materials Inventory Control Manager/Payables	Mobil Oil Corporation, OK	January, 1980-1986

Education

Business Degree	Draughons School of Business, OKC, OK	July, 1975
Attended	East Central University, Ada OK	August, 1977- Dec., 1979

Achievements

Business Women of the Year	Oklahoma BPW, and The State Of Oklahoma	October 16, 2006
Business of the Year	Downtown Main Street Shawnee Inc	March, 2007

Community Service

Set up a Non-profit/ Served as Board member	SEFF-Safe Events for Families	2001-2015
Served on the Zoning Board of Adjustments	The City of Shawnee	2008-2011
Served on the Traffic Commission	The City of Shawnee	2011-2015
Served as a Board Member	Pottawatomie County Farmers Market	1998-2001
Served as Board Member	Downtown Main Street Shawnee Inc.	1993-1998

References

Available on request

Lauren Craig
(405) 496-6271
Lcraig@gocs.us

City Clerk's Office
16 West 9th Street

To Whom It May Concern,

I am writing to express my sincere interest in the open position for the Third Ward of the City of Shawnee Commission. With a deep-rooted passion for our community and a commitment to its growth and well-being, I believe that I am well-suited to contribute effectively in this capacity.

I strongly believe the decisions made at the municipal level have the largest and most direct impact on the everyday experiences of our community members. Over the years, I have had the privilege of witnessing the remarkable progress and transformation that our beautiful city has experienced. Shawnee is a place that I am truly proud to call home.

I bring to this position a strong background in community engagement and civic service. I can talk for hours about the importance of getting involved, listening to the concerns of residents, and crafting policies that truly serve the people. This enthusiasm for community engagement has driven me to seek a role on the City Commission, where I can actively participate in decision-making processes that promote Shawnee's vision, "Great things on the horizon."

If appointed to the City of Shawnee's Commission, I will work tirelessly to promote progress, economic development, and community cohesion within our ward. I will actively engage with our residents, seek their input, and represent their interests with dedication and integrity. I am committed to preserving the unique character of Ward 3 while embracing opportunities for growth and improvement.

I am excited about the potential to make a positive difference for our city through this role. I look forward to the opportunity to work alongside fellow commissioners and community members to build a more equitable and vibrant Shawnee.

Thank you for considering my application. I am eager to discuss in more detail how my experience and dedication can contribute to the growth and prosperity of Ward 3 and the City of Shawnee. Please feel free to contact me to arrange an interview or to answer any questions you may have.

Sincerely,
Lauren Craig



CITY COMMISSION
WARD 3
APPLICATION TO SERVE

Deadline to Apply: October 30, 2023
12:00 pm

Boards, Committees, and Commissions

Name:	Lauren Craig	Application Date:	Oct 30, 2023
Address:	416 N Beard Ave Shawnee, OK 74801		
Mailing Address:	416 N Beard Ave Shawnee, OK 74801		
Daytime Phone:	405-496-6271	Email:	LCRAIG@GOCS.US
Profession:	Marketing & Accounts Consultant Director of Coordinated Campaigns		
Business Name:	GO CONSULTING SERVICES Oklahoma State Democratic Party		
Business Address:	105 N Union Ave Shawnee, OK 74801		
Business Phone:	405-496-6271	Fax:	Email: LCRAIG@GOCS.US

Do you live within Ward 3 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 9 years, my son Silas and I moved to Shawnee in 2014.

Why are you interested in serving as Ward 3 Commissioner on the City Commission?

I have worked with almost every nonprofit or church in this community, I have dedicated my time here to serving

I believe my strengths in data and policy analytics, as well as my experience in community organization and engagement can be of service to my ward. It is my goal to use this role to implement new strategies as we tackle homelessness and economic development in our prosperous downtown community.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission? I have demonstrated my ability to create a diverse coalition of people dedicated towards a common goal.

I have over three years experience working directly with the Oklahoma Legislature to create fiscal and social policies. I also have a background in data science and analytics, field engagement, and marketing.

I bought a house downtown, I office downtown, my family owns a building on Main Street. My family is frequently spotted taking family walks, eating at Boomerang Diner, grabbing Coffee on Main or attending a community event on Bell.

I am a happy member of the Downtown Shawnee community who is dedicated to safety and longevity of our Ward.

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

I have previously participated in multiple non-profit programs such as Legacy and the Red Cross. I am active in the Mabee Gerrero and their current fundraising efforts. I'm a donor to the Community Market, Community Renewal, MGMOA, and United Way

Day to day, I am most active locally with the Porch House of the Emmanuel Episcopal Church.

List education, including degree(s) earned:

Puntam City North High School (2012) Some College Oklahoma City Community College (2016 - NA)

HMIS Lead HUD Certification (March 2021), Housing Choice Voucher Program Certification (June 2021), Effective Grant Proposal Writing at Notre Dame (2022), Executive Certificate in Leadership at Notre Dame (2022)

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

I served the Mayor for Homeless Service Coordination in 2021.

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Sara Dame	Professional	405 249 7555
Brad Carter	Personal	405 808 0963
Joy Hofmeister Brigette Zorn	Previous Employer Manager	918 633 1639 580 370 0474

PLEASE READ CAREFULLY:

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

Signature  Date: October 30, 2023

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581

CityClerk@ShawneeOK.org

I am a happy member of the Downtown Shawnee community who is dedicated to safety and longevity of our Ward.

LAUREN CRAIG

Ward 3 Applicant

● Experienced ● Data Driven ● Community Oriented

EXPERIENCE

- 2016 – 2018
- JACOB ROSECRANTS HD46**
CAMPAIGN MANAGER
Led all efforts for field, fundraising, & reporting.
Built a network of 60+ active volunteers
- 2018 – 2022
- DEMOCRATS OF STATE SENATE PAC**
LEGISLATIVE ANALYST + FIELD REP
- 2019 – Present
- GO CONSULTING SERVICES**
CLIENT MARKET ANALYST
Forged comprehensive marketing campaigns geared towards new client acquisition
- 2021
- CITY OF SHAWNEE**
HOMELESS COORDINATION
- 2022
- JOY HOFMEISTER CAMPAIGN**
STATEWIDE FIELD DIRECTOR
Directed a 14 person staff, led one of the most advanced data campaigns in the county.
- 2023
- OK STATE DEMOCRATIC PARTY**
DIRECTOR OF COORDINATED CAMPAIGNS

EDUCATION

- 2019 – 2022
- NOTRE DAME ONLINE**
MENDOZA SCHOOL OF BUSINESS
Nonprofit Management,
Achieved Certification Grant Writing I, II,
and Business Accounting

REFERENCES

Sara Dame
COCAA
Phone: +(405) 249-7555
Email: sdame@cocaa.org

Bradley Carter
Shawnee Outlook
Phone: +(405) 808-0963
Email: BradleyDCarter@gmail.com



ABOUT ME

I am a true Okie from OKC who moved to Shawnee with my son as a young single mom. Since then I've worked tirelessly to build a career and a life for my family from scratch.

I am married with two kids in the Downtown area. My son attends Jefferson Elementary and is in the Community Renewal Leadership Club. *Civics are a family value!*

I work in Oklahoma Politics as a member of the American Association of Political Consultants. I am currently employed by the OK Democratic Party with a role in Executive Leadership, representing at the National level.

CONTACT

Phone +405 496 6271

Email Lcraig@gocs.us

SKILLS

Messaging and
Communications Strategist

Communication

Team Building

Self - Motivated

Creative

Finance + Fundraising

Data Analytics + Software

YANNAH FRAZIER

October 19, 2023

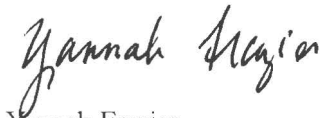
Shawnee City Clerk
16 W 9th St / PO Box 1448
Shawnee, OK 74802

To Whom It May Concern:

Please find my resume attached.

Thank you for your time and consideration.
I have been back at Shawnee Schools since last fall as the middle school attendance receptionist.
I am looking forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Yannah Frazier". The signature is written in a cursive, flowing style.

Yannah Frazier

Enclosure



RECEIVED CITY CLERK'S OFFICE

Date 10/23/2023 Time 11:02am

CITY COMMISSION
WARD 3
APPLICATION TO SERVE

Deadline to Apply: October 30, 2023
12:00 pm

Boards, Committees, and Commissions

Name: <u>Yannah Krazier</u>	Application Date: <u>10-20-2023</u>
Address: <u>313 S Minnesota Ave. Shawnee, OK 74801</u>	
Mailing Address: _____	
Daytime Phone: <u>4059240507</u>	Email: <u>yannahk@yahoo.com</u>
Profession: <u>Attendance Clerk</u>	
Business Name: <u>Shawnee Middle School</u>	
Business Address: <u>4300 N Union Shawnee, OK 74801</u>	
Business Phone: <u>4052730403</u>	Fax: _____ Email: <u>yanfrazier@shawnee.k12.ok.us</u>

Do you live within Ward 3 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 44 years

Why are you interested in serving as Ward 3 Commissioner on the City Commission?

It's my ward for 25 years now. I would appreciate the opportunity to SERVE my community.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I've missed only one meeting in 5 years as SNFHA commissioner.
I understand the importance of being a team player.
Works well with others and the public.

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

Sac + Fox Ladies Auxiliary, Shawnee Schools Indian Education,

List education, including degree(s) earned:

Seminole State College - Associates Degree in Business-Finance
OU, Norman, OK - Bachelors Native American Studies - in progress.

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

3 years Shawnee Schools GT committee, 4 years Sac+Fox Education Comm.
5 years Sac+Fox Housing Commission (Chair)

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Rachel Monday	co-worker	(918) 440-6312
Eunis Thompson	co-worker	(405) 201-5581
Cheyenne Branscum	co-worker	(409) 354-8501

PLEASE READ CAREFULLY:

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 *Hannah Meyer* Date: 10/19/2023

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

YANNAH FRAZIER

ANNOUNCEMENT

Seeking appointment for Shawnee City Commission Ward 3

EXPERIENCE

May 2021-June 2022. Sac & Fox Nation. Shawnee, OK

Covid Receptionist

Took temps of people entering building, accepted and distributed documents

■ June 2013-May 2021 Shawnee Public Schools Shawnee, OK

Indian Ed Advisor

- Completed and submitted monthly reports to Indian Ed Advisor
- Distributed forms, made copies, operated fax machine, maintained filed documents, and completed various teaching assignments
- Developed cultural workshops for students afterschool and holidays

Aug. 2002-May 2004 Gordon Cooper Technology Center Shawnee, OK

Switchboard Operator

- Operated switchboard to relay incoming, outgoing, and interoffice calls
- Answered inquiries from persons entering establishment
- Typed memos, correspondence, tests, and other documents

June-Nov. 2002 Sac & Fox Housing Authority Shawnee, OK

Learning Center Coordinator

- Established a successful after school program and all day summer youth program and curriculum for Native American at-risk students ages 7-18
 - Kept records regarding finances, personnel actions, enrollments, and program activities related to Learning Center operations and budget allotments
 - Directed the operation of Learning Center complete with a computer lab and library
 - Prepared departmental budget, attendance records, and reports
- March-July 2002 Citizen Potawatomi Nation Shawnee, OK

Self Employed Contract Worker

- Performed receptionist responsibilities in the Housing Authority and Employment & Training offices
- Distributed forms, made copies, operated fax machine, filed documents, and completed various typing assignments

March 1998-Sept. 2000 Circle D Pawn Shawnee, OK

Manager

- Coordinated and supervised approximately 10-15 employees on a daily basis
- Executed daily operations of online merchandise sales, firearms, mail order shipping, and check cashing
- Completed daily operations of website

313 S. MINNESOTA AVE • SHAWNEE, OK 74801
CELL PHONE (405) 924-0507 • E-MAIL YANNAHK@YAHOO.COM

Robert Keil

321 North Tucker
Shawnee, OK 74801
(405) 777-8662
rjkeilok@gmail.com

October 20, 2023

City Clerk

City of Shawnee
16 West 9th
Shawnee, OK 74801

Dear Sir or Madam,

It is with great honor and pride in my community that I would like to submit my name for the vacant Ward 3 seat on the Shawnee City Commission.

I feel that as a member of the city commission, I would take on the responsibilities of a servant leader, meaning not only would I be helping in making Shawnee a great place for families and for businesses, but also to be a servant to the people of Ward 3 hearing their concerns and taking care of the people.

I look forward to meeting with the commissioners and the mayor about what I would bring to the city commission and my vision for Shawnee.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert J. Keil', with a stylized, cursive script.

Robert J. Keil

Date 10/23/2023 Time 2:30 pm

CITY COMMISSION
WARD 3
APPLICATION TO SERVE

Deadline to Apply: October 30, 2023
12:00 pm

Boards, Committees, and Commissions

Name: <u>Robert Keil</u>	Application Date: <u>10/17/23</u>
Address: <u>322 North Tucker Shawnee, OK 74801</u>	
Mailing Address: <u>Same as above</u>	
Daytime Phone: <u>(405) 777-8662</u>	Email: <u>r.keilok@gmail.com</u>
Profession: <u>Front of House Cashier</u>	
Business Name: <u>Chick-fil-A</u>	
Business Address: <u>4637 N. Kickapoo</u>	
Business Phone: <u>(405) 273-2388</u>	Fax: _____ Email: <u>02973@chick-fil-a.com</u>

Do you live within Ward 3 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 6 1/2 years

Why are you interested in serving as Ward 3 Commissioner on the City Commission?

I believe I can make a positive impact
and give a fresh voice to the City of Shawnee

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

Working in a team environment the last two years has
given me great skills as a team player and I believe
working with the other commissioners is the best way to
get things done in Shawnee.

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

Block Leader - Community Renewal

Ambassador - Shawnee Forward

Former Disaster Relief Volunteer - American Red Cross

List education, including degree(s) earned:

Clinton High School

American Broadcasting 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

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Jeff Madison	Chick-fil-A	(405) 273-1388
Ashley Nunemaker	Classmate-friend	(580) 445-1452
Daniel Shaughnessy	Shawnee CTV	(405) 910-8942

PLEASE READ CAREFULLY: 0

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 [Signature] Date: 10/17/23

Applicants are encouraged to include a letter of interest and/or resume with this application.

Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Date 10/23/2023 Time 11:03am

CITY COMMISSION
WARD 3
APPLICATION TO SERVE

Deadline to Apply: October 30, 2023
12:00 pm

Boards, Committees, and Commissions

Name: <u>Tanner Bryce Kelly</u>	Application Date: <u>10-19-2023</u>
Address: <u>114 Pantotoc St. Shawnee, OK 74801</u>	
Mailing Address: <u>114 Pantotoc St. Shawnee, OK</u>	
Daytime Phone: <u>310-623-0516</u>	Email: <u>Kellytannerb@gmail.com</u>
Profession: <u>Administrative Assistant</u>	
Business Name: <u>Citizen Patawatami Community Development Corporation</u>	
Business Address: <u>1545 Gordon Cooper Drive</u>	
Business Phone: <u>405-878-4697</u>	Fax: <u>405-878-4665</u> Email: <u>Tanner.kelly@CPCDC.org</u>

Do you live within Ward 3 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 29 years

Why are you interested in serving as Ward 3 Commissioner on the City Commission?

I have lived in my ward my entire life. Our area of Shawnee tends to be ignored in regards to most things. I want to do right for the people in Ward 3 and see beneficial changes.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I am communicative and empathetic. Both Whited Flooring & Lupton Painting were in ward 3. I am patient, organized, & well thought out in my actions & opinions.

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

I work for a government non-profit. All other volunteer work is organized by my Church - Holy Ascension Orthodox Church, Norman.

List education, including degree(s) earned:

Liberty Academy - 2012 - High School Diploma
Currently working on my B.S. in Environmental Sustainability.

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

No.

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Bob Crothers	Co-worker	405-990-3757
Felecia Freeman	Co-worker	405-443-9981
Rhonda Lupton	Mother	405-535-0901

PLEASE READ CAREFULLY:

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 Janner Bryce Kelly Date: 10-19-2023

Applicants are encouraged to include a letter of interest and/or resume with this application.

Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org



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

Date: November 20, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Discussion and consideration of an appointment of a City Commissioner to the Shawnee Beautification, Parks, and Recreation Committee.

Background: Due to the recent resignation of the Ward 3 Commissioner, City staff is requesting that the City Commission appoint another Commissioner to sit on the Shawnee Beautification, Parks, and Recreation Committee to serve as the City Commission liaison between the advisory board and the City of Shawnee governing body.

Financial Impact: None

Attachments: 2748NS

Staff Recommendation: Discussion and appointment of a member of the City Commission to serve on the Shawnee Beautification, Parks, and Recreation Committee

ORDINANCE NO. 2748 NS

AN ORDINANCE COMBINING THE SHAWNEE COMMUNITY BEAUTIFICATION COMMITTEE AND THE SHAWNEE PARKS AND RECREATION COMMITTEE INTO THE SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE, AMENDING PORTIONS OF CHAPTER 21 AND CHAPTER 27 RELATED TO THE COMPOSITION, APPOINTMENT AND TERMS OF THE MEMBERS AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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, the *Shawnee Community Beautification Committee* and the *Parks and Recreation Committee* presently carry-out certain overlapping and/or duplicative tasks; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sections 21-26(a), (b) and (c) are amended as follows:

- (a) Definitions. The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

Shawnee Beautification, Parks, and Recreation Committee is herein defined as the City committee responsible for advising the City Commission on policies pertaining to the use of the park and recreational facilities of the City and overseeing the long-range planning and development for all City parks and open spaces, promote and orchestrate community enhancement projects and serve as the Tree Board.

- (b) Creation and establishment of a *Shawnee Beautification, Parks, and Recreation Committee*. There is hereby established and created a *Shawnee Beautification, Parks, and Recreation Committee*, hereinafter referred to as the "Committee", as approved by the Mayor and City Commission. The *Shawnee Beautification, Parks, and Recreation Committee* is the result of combining the existing *Parks and Recreation Committee* and the *Shawnee Community Beautification Committee* and both are hereby decommissioned effective with the adoption of this Ordinance

- (c) Composition, appointment and term of Committee members.

1. *Composition.*

- a. The Committee will consist of one (1) City Commissioner
- b. The Committee will consist of six (6) at-large members whom shall only include individuals that are either:
 - i. Residents of the City of Shawnee;
 - ii. Business or property owners within the City of Shawnee; or
 - iii. Employed within the City of Shawnee.

2. *Appointment.* At-Large Members shall be appointed by the City Mayor.

3. *Term.* The term of At-Large Members shall be three (3) years. In the event that a vacancy shall occur during the term of any Member, his/her successor shall be appointed for the unexpired portion of the term. For the initial terms, three (3) members will serve an initial term of three (3) years and three (3) members will serve an initial term of 4 years. All appointments after initial terms will be 3 years.

- (d) For current and active members of the Shawnee Beautification Committee and the Shawnee Parks and Recreation Committee that are not appointed to the newly combined Shawnee Beautification, Parks and Recreation Committee, they shall have the opportunity to serve until the expiration of their current respective terms and not be included in the total count of members stated in Section 21-26(c)(1)(b). Said members would have voting authority. If said member desires to serve on the Shawnee Beautification, Parks, and Recreation Committee, they shall provide a written request to the Committee secretary no later than May 1, 2022.

Section 2. Section 27-76 is amended as follows:

Creation and establishment of a Shawnee Beautification, Parks, and Recreation Committee. There is hereby established and created a *Shawnee Beautification, Parks and Recreation Committee*, hereinafter referred to as the "Committee", as approved by the Mayor and City Commission.

Section 3. Section 27-75 is amended as follows:

Park trees. Park trees are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the city, or to which the public has free access as a park.

Street trees. Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the city.

Section 4. Section 27-76 is amended as follows:

There is hereby created and established a Tree Board, hereafter referred to as "board", as approved by the Mayor and City Commission.

Section 5. Section 27-77 is amended as follows:

The members of the Tree Board shall consist of the individuals currently serving on the Shawnee Beautification, Parks, and Recreation Committee.

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.

Section 9: **Effective Date.** This ordinance shall take effect and be in full force and effect after its passage on May 1, 2022.

PASSED AND APPROVED this 7th day of March, 2022.

ATTEST: (SEAL)



Lisa Laszoni
LISA LASYONE, CMC, CITY CLERK

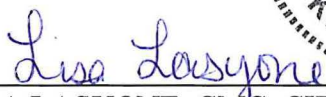
Ed Bolt
ED BOLT, MAYOR

PASSED AND APPROVED and the emergency clause voted on separately this 7th day of March, 2022.

ATTEST: (SEAL)




ED BOLT, MAYOR


LISA LASZYONE, CMC, CITY CLERK

Approved as to form and legality this 7 day of March, 2022


JOSEPH M. VORNDRAN
CITY ATTORNEY