

AGENDA
BOARD OF CITY COMMISSIONERS
JUNE 17, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of Kiefer Landes, Shawnee High School, Pole Vaulting State Championship Win.
2. Introduction of Shawnee 2024 student/teacher delegation for the Sister Cities exchange trip to Nikaho, Japan:

Adults

Summer Proffer (Teacher)

Michael Canaday (Chairman)

Students

Makaiah Baker

Daniel Bowlan

Kylee Ingram

Hudson McMains

Evy Simpson

Hartly Stephens

Bridge Uch

Conner Vorndran

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

(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

4. Consider approval of Consent Agenda:

- a. Minutes from the May 20, 2024 regular meeting.
- b. Acknowledge the following minutes and reports:
 - Board of Adjustment Minutes from the March 21, 2024 meeting.
 - Planning Commission Minutes from the May 8, 2024, special call meeting.
 - License Payment Report for May 2024.
 - Project Payment Report for May 2024.

c. Mayor Appointments:

Arts and Culture Commission

Katie Goodson	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Sherri Thompson	1st Full Term	Expires: May 1, 2027
<i>Replaces Tate Monroe - Term Expired</i>		

Planning Commission

Travis Alexander	1st Full Term	Expires: June 1, 2027
<i>Replaces Craig Walker - Term Expired</i>		

d. Approve renewal of the following agreements for Fiscal Year 2024-2025:

- Agreement with the Pottawatomie County Public Safety Center for Jail Services.
- Agreement with Grove Elementary School District for Police Services.

- Agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.
 - Agreement with the Housing Authority of the City of Shawnee for Supplemental Police Services.
 - Interlocal Cooperation Agreement with Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots.
- e. Acknowledge Change Order No. 1 for Sewer Pipe Bursting.
 - f. Acknowledge one-year renewal option for Fencing and Repair Services Contract with Deep South Fencing.
 - g. Acknowledge one-year renewal option for Disaster Debris Removal Services Contract with DRC Emergency Services, LLC.
 - h. Acknowledge one-year renewal option for Disaster Debris Monitoring Services Contract with DebrisTech, LLC.
 - i. Acknowledge the Carnegie Library Building Lease Agreement with the Pottawatomie County Board of County Commissioners.
5. Presentation of the Pet of the Month by Animal Control.
 6. Mayor's Proclamation(s)
 - a. "Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood", June 19, 2024
 7. Consideration of a Resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.
 8. Consideration of a Resolution adopting the Fiscal Year 2024-2025 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2024, through June 30, 2025.
 9. Presentation of Update on Shawnee Twin Lake #1 Dam.
 10. Consideration of a Contract with Freese and Nichols, Inc. to provide consultant services for the Twin Lake #1 Dam.

11. Consideration of a Professional Services Agreement with TAP Architecture, for architecture services related to the proposed Animal Shelter.
12. Consideration of an Amendment to the Consulting Services Agreement with Del Sol Consulting, Inc.
13. Consideration of a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for services related to the April 19, 2023, Storm Event.
14. Consideration of a Contract with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center.
15. Consideration of an Agreement with Central Oklahoma Community Action Agency / Central Oklahoma Transit System for public transportation services in Fiscal Year 2024-2025.
16. Consideration of an Agreement with Shawnee Forward for economic development services in Fiscal Year 2024-2025.
17. Consideration of an Agreement with GovInvest, Inc. for access to online platform with peer-city compensation information.
18. Consideration of a Resolution of the City of Shawnee, Oklahoma, nominating Tamera Johnson as a candidate to fill an open position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF), representing District 4 for a Five-Year Term, beginning October 1, 2024, through October 1, 2029.
19. Consideration of an appeal of the Administrative Order regarding property located at 214 West Oakland.
20. Public Hearing for a request to rezone property located at 1303 West Farrell Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). (Case No. RZ02-24)
21. Public Hearing for a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. (Case No. CUP02-24)
22. Consideration of a request for a Final Plat, Adcock Addition, near the northwest corner of North Harrison and 45th Street. (Case No. FPL01-24)

23. Consideration of the purchase of one (1) heavy-duty truck from Vance Country Ford, under State Contract pricing, in the total amount of \$56,825.60.

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

- a. Police Sales Tax Fund - 107 - To fund an increase to the transfer to General fund with Sales Tax revenues exceeding budget estimates.
- b. Fire Sales Tax Fund - 108 - To fund an increase to the transfer to General fund with Sales Tax revenues exceeding budget estimates.
- c. Street & Alley Fund - 101 - To fund an increase in the cost of electricity for traffic signals funded by a transfer from the General Fund.
- d. Workers' Compensation Fund - 601 - To fund year-end workers' compensation claims exceeding budget, funded with a transfer from the General Fund and a refund from the Oklahoma Tax Commission.
- e. General Fund - 001 - To fund legal expenses with sales tax collections exceeding budget estimates.

25. Consider Bid(s):

- a. Alice, Fay, Edwards & Pesotum Street Water Line Replacement (Award)

26. Acknowledge Monthly Sales Tax and Budget Reports.

27. Administrative Report(s):

- a. Ongoing Public Review of Unified Development Code - Rian Harkins, Community Development Director
- b. Upcoming Civic Engagement Sessions for Draft 2024-2028 Strategic Plan - Andrea Weckmueller-Behringer, City Manager

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

29. Commissioners Comments

30. Adjournment

Respectfully submitted,

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

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

ON THIS 17TH DAY OF JUNE, 2024, TO

KIEFER LANDES

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE
BOYS CLASS 5A STATE CHAMPIONSHIP - POLE VAULTING

2024 State Championship Win

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 20, 2024 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, May 20, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, May 16, 2024, at 4:31 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Absent
Commissioner Ward 1

Yannah Frazier
Commissioner Ward 3

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 2

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Lauren Richter
Commissioner Ward 6

ABSENT: Daniel Matthews, Cami Engles

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

Mr. Rob Morris, Ms. Cyndi Berger, Mr. Mark Stewart, Ms. Kellie Steele, Mr. Rick Young, and Mr. Fred Turner spoke during Citizens Participation.

2. Consider approval of Consent Agenda:

- a. Minutes from the April 15, 2024 regular meeting.
- b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the April 3, 2024, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the March 21, 2024 regular meeting.
 - License Payment Report for April 2024.
 - Project Payment Report for April 2024.
- c. Acknowledge the resignation of Crystal Richardson from the Board of Adjustment.
- d. Acknowledge the resignation of Tate Monroe from the Shawnee Arts & Culture Commission.
- e. Acknowledge the resignation of Rebecca Brown from the Shawnee Library Board effective June 30, 2024.
- f. Acknowledge the resignation of Bill Haley from the Shawnee Senior Citizens Advisory Board effective July 1, 2024.
- g. Approve removal of appointment of Glenda Pierce from Shawnee Urban

Renewal Authority.

h. Mayor Appointments:

Shawnee Senior Citizens Advisory Board

Sally Murphy	1st Full Term	Expires: July 1, 2027
<i>Reappointment</i>		

Ann Dowdy	2nd Full Term	Expires: July 1, 2027
<i>Reappointment</i>		

Planning Commission

Sarita Hayes	1st Full Term	Expires: June 1, 2027
<i>Replaced Tom Rowell - Term Expired</i>		

Shawnee Arts & Culture Commission

John Ryan Grider	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Lucas Simmons	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Shawnee Library Board

Melanne Greenwood	2nd Full Term	Expires: June 30, 2027
<i>Reappointment</i>		

Pioneer Library System Board

Ryan Grider	1st Full Term	Expires: June 30, 2027
<i>Replaces Marissa Lightsey - Term Expired</i>		

Board of Adjustment

Jessica Nickerson

1st Partial Term

Expires: June 1, 2026

Replaces Crystal Richardson - Resigned

i. Approve renewal of the following agreements for Fiscal Year 2024-2025:

- Agreement with Independent School District North Rock Creek for Police Services.
- Agreement with Pottawatomie County for Paving and Repair of City Streets and Roads.
- Agreement with REACT Ambulance Authority for Dispatch Services.
- Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
- Agreement with Pottawatomie County District Court (Judicial District 23) to enable the Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
- Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

j. Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2024-2025.

k. Approve Change Order No. 2 for Independence Waterline Project.

l. Acceptance of Utility Easement for the Edwards, Fay and Alice Waterline Project from Oscar R. Ramirez, Jr. and Amy B. Ramirez located in the Remington-Beard addition along North Pesotum.

m. Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.

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

AYE: Sehorn, Rutherford, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

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

Animal Control Officer Theresa Touchet introduced Patches, an approximate 3- to 5-year-old female dog.

4. Mayor's Proclamation(s)

a. "Better Speech, Hearing, and Language Month", May 2024

Dr. Kurt Kalies and Dr. Calyn Russ-Whitt from Hearing Health Care, Inc. accepted the Mayor's Proclamation for "Better Speech, Hearing, and Language Month" from Mayor Bolt.

b. "National Emergency Medical Services Week", May 19 through May 25, 2024

Operations Manager James Hulvey with REACT accepted the Mayor's Proclamation for "National Emergency Medical Services Week" from Mayor Bolt.

c. "National Public Works Week", May 19 through May 25, 2024

Public Works Director Brad Schmidt accepted the Mayor's Proclamation for "National Public Works Week" from Mayor Bolt.

d. "National Travel and Tourism Week", May 19 through May 25, 2024

Visit Shawnee Director of Tourism Stacy Cramer Moore and Travel Communications Manager Derek Barton accepted the Mayor's Proclamation for "National Travel and Tourism Week" from Mayor Bolt.

e. "Health Week 2024", May 28 through June 1, 2024

Ms. Audrey Seeliger with Avedis Foundation accepted the Mayor's Proclamation for "Health Week 2024" from Mayor Bolt.

5. Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2024-2025.

City Manager Andrea Weckmueller-Behringer provided a Staff report on the City of Shawnee proposed budget for Fiscal Year 2024-2025. She advised that the proposed budget was previously presented at the April 15, 2024, meeting and no changes have been made since that time.

Mayor Bolt declared a public hearing in session regarding the City of Shawnee Proposed Budget for Fiscal Year 2024-2025. Mr. Rob Morris, Ms. Cyndi Berger, Mr. Kenneth Crawford, and Mr. Fred Turner spoke during the public hearing. The public hearing was closed.

6. Public Hearing for the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.

City Manager Andrea Weckmueller-Behringer provided a Staff report on the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025-2029.

Mayor Bolt declared a public hearing in session regarding the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025-2029. Mr. Rob Morris and Ms. Cyndi Berger spoke during the public hearing. The public hearing was closed.

7. Annual Review of the Public Safety Fee.

City Manager Andrea Weckmueller-Behringer stated that on June 6, 2022, the City of Shawnee Board of Commissioners adopted Ordinance Nos. 2762NS and 2763NS that put in place a monthly Public Safety Fee charge of \$1.65 per utility

account. The ordinances stipulate that the Public Safety Fee be reviewed annually by the City Commission. Ms. Weckmueller-Behringer stated that having recently completed the revenue projections for the proposed Fiscal Year 2024-2025 operating budget, it was determined that no alternative long-term funding source has become available to replace the Public Safety Fee at this time.

8. Consideration of a Resolution to authorize an Application for Community Disaster Loan (“CDL”) funds from the Federal Emergency Management Agency (“FEMA”) as a result of the Severe Weather Event on April 19, 2023.

City Manager Andrea Weckmueller-Behringer advised that FEMA is authorized to provide direct loans to local governments who have suffered a substantial loss as a result of a major presidentially declared disaster. The loans have low-interest rates and flexible repayment terms to help communities recover effectively. City Staff recommends approval of a resolution authorizing the submittal of the required application materials for the CDL program to the Governor’s Authorized Representative (GAR), including the Oklahoma Department of Emergency Management (OEM) and the Oklahoma Attorney General's office (OAG), for the review, approval, and subsequent submission to FEMA.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a resolution to authorize an Application for Community Disaster Loan (“CDL”) funds from the Federal Emergency Management Agency (“FEMA”) as a result of the Severe Weather Event on April 19, 2023.

Resolution No. 6738 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE TO AUTHORIZE AN APPLICATION FOR COMMUNITY DISASTER LOAN (“CDL”) FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) AS A RESULT OF THE SEVERE WEATHER EVENT ON APRIL 19, 2023.

Motion carried 5-0-0.

AYE: Rutherford, Sehorn, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

9. Consideration of an Agreement with Oklahoma Wireless Information Network (OKWIN).

Police Chief Mason Wilson stated that the City of Shawnee has partnered with the Oklahoma Department of Public Safety (DPS) to participate in the Oklahoma Wireless Information Network (OKWIN), along with several additional municipalities. OKWIN is a forty-three (43) site, eight hundred (800) MHz trunked public safety communications radio system that was established through a partnership between the cities of Edmond, Norman, Shawnee, Tulsa, and Owasso as well as DPS, providing coverage to seventy percent (70%) of Oklahoma's population. All associated communications infrastructure and equipment is owned and maintained by the OKWIN partners. OKWIN has been in place for many years. However, there has not been an official agreement between partners/owners of the system. The proposed agreement will facilitate the proper maintenance of associated sites and also encourage partners/owners to track their current radio identification numbers. The agreement does not have a financial impact on the City since the City owns its infrastructure sites. There are no other applicable fees that would be assessed to the City as part of this agreement.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an Agreement with Oklahoma Wireless Information Network (OKWIN). Motion carried 5-0-0.

AYE: Sehorn, Rutherford, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

10. Consideration of an Agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North.

Director of Engineering Seth Barkhimer advised that Oklahoma Natural Gas Company requires both a temporary and a permanent easement from the City of Shawnee for property located near the City of Shawnee Animal Shelter adjacent to Highway 177 to complete a relocation project.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an Agreement with One Gas Inc., for temporary and permanent easements in Section 11, Range 3 East, Township 10 North. Motion carried 5-0-0.

AYE: Sehorn, Rutherford, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

11. Consideration of an Amendment to the Owner's representative contract for Clearpond Culvert Replacement project between The City of Shawnee and Standard Testing.

Director of Engineering Seth Barkhimer stated Standard Testing served as the City of Shawnee's owner representative and inspection Staff during the Clearpond Culvert Replacement project, which is now complete. The original contract with Standard Testing was for Forty-Nine Thousand Nine Hundred Twenty Dollars (\$49,920.00), which covered both inspection and material testing. As the project progressed, more testing and work hours were required than originally quoted. Standard Testing therefore requested a supplemental amount of Thirteen Thousand Six Hundred Thirty Dollars and Five Cents (\$13,630.05) to cover the additional testing and work hours required. Staff recommends approval of the item.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve an Amendment to the Owner's representative contract for Clearpond Culvert Replacement project between The City of Shawnee and Standard Testing. Motion carried 5-0-0.

AYE: Rutherford, Sehorn, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

12. Public Hearing of a Petition for Annexation request by LaVerne Douglas for purposes of future construction at 14002 Acme Road.

Community Development Director Rian Harkins advised that Ms. LaVerne Douglas filed a Petition for Annexation requesting to annex the property at 14002 Acme Road. The proposed use of the property is for a retail commercial enterprise. Staff recommends approval of the annexation request.

Mayor Bolt declared a public hearing in session to consider a Petition for Annexation request by LaVerne Douglas for purposes of future construction at 14002 Acme Road. No one spoke in favor or against the item. The public hearing was closed.

13. Consideration of an Ordinance to approve the annexation of 2 acres (more or less) owned by Laverne Douglas, located in the Northeast Quarter of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, with a physical address of 14002 Acme Road; and providing for severability, codification, repealer, and declaring an emergency.

Community Development Director Rian Harkins stated that when annexing property, it must be declared what the property will be zoned. The ordinance provides that the property will be zoned C-3 - Highway Commercial.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Richter, to approve an ordinance to approve the annexation of 2 acres (more or less) owned by Laverne Douglas, located in the Northeast Quarter of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, with a physical address of 14002 Acme Road; and providing for severability, codification, repealer, and declaring an emergency.

Ordinance No. 2805NS was introduced.

AN ORDINANCE ANNEXING CERTAIN TERRITORY AND PROPERTY OUTSIDE THE PRESENT CITY LIMITS INTO THE CITY LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, PURSUANT TO TITLE 11 OF THE OKLAHOMA STATUTES; DESCRIBING SAID PROPERTY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY

Motion carried 5-0-0.

AYE: Rutherford, Richter, Frazier, Bolt, Sehorn

NAY: None

ABSTAIN: None

Ordinance No. 2805NS was adopted by the City Commission

14. Consideration of an Emergency Clause as it relates to Agenda Item No. 13 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.

A motion was made by Commissioner Sehorn, seconded by Commissioner Richter, to approve an Emergency Clause as it relates to Agenda Item No. 13 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. Motion carried 5-0-0.

AYE: Sehorn, Richter, Frazier, Bolt, Rutherford

NAY: None

ABSTAIN: None

15. Consideration of a request for a Preliminary Plat for Union Square Addition (Case PPL 02-24).

Community Development Director Rian Harkins stated that the subject property is located northeast of the intersection of East 45th Street and North Union Avenue. The Preliminary Plat contains eight (8) lots and one (1) common tract. The Planning Commission and Staff recommend approval of this item.

A motion was made by Commissioner Sehorn, seconded by Commissioner Frazier, to approve the Preliminary Plat for Union Square Addition. Motion carried 5-0-0.

AYE: Sehorn, Frazier, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

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

- a. General Fund - Fund 001 - To appropriate a transfer from the ARPA Fund to fund capital projects in the Capital Improvement Fund and the Street Improvement Fund.
- b. Insurance Recovery Fund - Fund 603 - To appropriate insurance proceeds received from tornado damages at the Airport and surrounding properties.
- c. Grant Fund - Fund 010 - To appropriate a grant award to the Recreation Division from the Central Oklahoma Economic Development District (COEDD).

Financial Accountant Courtney Contrad provided a Staff report for each of the proposed budget amendments.

A motion was made by Commissioner Frazier, seconded by Vice Mayor Rutherford, to approve the budget amendments listed in Agenda Item Nos. 16(a-c).

Motion carried 5-0-0.

AYE: Frazier, Rutherford, Sehorn, Richter, Bolt

NAY: None

ABSTAIN: None

17. Consider Bid(s):

a. Site Preparation for Temporary Airport Terminal Building (Award)

Airport Manager Bonnie Wilson announced that three (3) bids were received. Staff recommends awarding the bid to Tri-City Seal Company, Inc. of Tuttle, Oklahoma for the total amount of Eighty-Nine Thousand One Hundred Six Dollars (\$89,106.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to award the Site Preparation for Temporary Airport Terminal Building to Tri-City Seal Company, Inc. for the amount of Eighty-Nine Thousand One Hundred Six Dollars (\$89,106.00). Motion carried 5-0-0.

AYE: Sehorn, Rutherford, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

b. Sale of surplus property at 419 N Kickapoo Street, Shawnee, Oklahoma (Award)

Director of Engineering Seth Barkhimer announced that one (1) bid was received. Staff recommends awarding the bid to Frank Sims of Shawnee, Oklahoma for the total amount of Forty Thousand Five Hundred Dollars (\$40,500.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to award the Sale of Surplus Property at 419 N Kickapoo Street, Shawnee, Oklahoma to Frank Sims for the amount of Forty Thousand Five Hundred Dollars (\$40,500.00). Motion carried 5-0-0.

AYE: Sehorn, Rutherford, Richter, Frazier, Bolt

NAY: None

ABSTAIN: None

c. Demolition of Lions Club Ballfields (Award)

Public Works Director Brad Schmidt announced that six (6) bids were received. Staff recommends awarding the bid to Total Demolition Services, LLC of Oklahoma City, Oklahoma for the total amount of Two Hundred Fifty-Six Thousand One Hundred Fifteen Dollars (\$256,115.00) to include base bid and all alternates.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to award the Demolition of Lions Club Ballfields to Total Demolition Services, LLC for the amount of Two Hundred Fifty-Six Thousand One Hundred Fifteen Dollars (\$256,115.00), to include base bid and all alternates. Motion carried 4-0-1.

AYE: Rutherford, Sehorn, Frazier, Bolt

NAY: None

ABSTAIN: Richter

18. Acknowledge Monthly Sales Tax and Budget Reports.

Financial Accountant Courtney Conrad reported sales tax collections are up One Million Seven Hundred Eight Thousand Two Hundred Thirty-Two Dollars (\$1,708,232.00) or Six Point Thirty-Five Percent (6.35%), over the projected budget year-to-date. She stated that use tax collections are up approximately Nine Hundred Fifteen Thousand Ninety-Six Dollars (\$915,096.00) or Twenty-Nine Point Three Percent (29.3%), above the projected budget year-to-date.

19. 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.

20. Commissioners Comments

Commissioner Sehorn commented regarding sales tax and the reserve fund.

Vice Mayor Rutherford commented on the reserve funds and the study regarding the lake dam.

Commissioner Frazier congratulated the recent graduates. She commented regarding the construction on Main Street and the Visit Shawnee website.

Mayor Bolt commented on the reserve funds, budget report spreadsheet that was handed out during Citizens Participation, and the lake dam study.

21. Adjournment

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

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

SHAWNEE BOARD OF ADJUSTMENT

DATE: March 21, 2024

Regular meeting - Minutes

The Board of Adjustment of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on March 21, 2024, at 2:30 PM, according to notice duly posted as prescribed by law.

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

The following Commissioners were present:

Present: Austin, Gordon, Kelly

Absent: Dyer, Richardson

Item 1: Approval of Minutes – Regular meeting

Consideration of the minutes from the regular meeting of January 18, 2024. Chair Gordon asked for questions or corrections to the minutes.

Board Member Austin made a motion to **Approve** the minutes as presented, which Board Member Kelly seconded. Motion **passed 3-0-0**.

Aye: Austin, Gordon, Kelly

Nay: None

Abstain: None

Item 2. BOA02-24 Public hearing and consideration of a request for a variance for a reduction of the front yard setback by seven feet (7') for a carport on the property located at 38 Chickasaw Drive. (Deferred from 2.15.2024 meeting due to lack of quorum.)

Chair Gordon read Agenda Item 2 and asked for a staff report. City Planner, Rachel Clyne, reviewed the information on the staff report for BOA02-24 with the following information. The subject property is located at 38 Chickasaw Drive and is zoned R-1 (Single-Family Residential District.) The request is a variance to the Zoning Code, **Sec. 22-293. – Dimensional Standards.**, which discusses the density and dimensional standards such as minimum lot size, street frontage, and yard setbacks. **Table 22-293. Density and Dimensional Standards by Zone** indicate in R-1 zoning that the minimum side yard setback is twenty-five feet (25'). This variance request is to encroach the front yard setback by seven feet (7') to allow the construction of a 20' x 20' carport.

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

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

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

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

- 1) The application of the code to the subject property does not create an unnecessary hardship.

- 2) There are no conditions peculiar to the particular piece of property. The residence was constructed with a two-car garage. Staff suggested an accessory building to be located in the rear yard for storage of the items in the existing garage.
- 3) Granting the variance would negatively reflect on the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) If the variance is granted, it would be the minimum necessary to alleviate the perceived hardship.

Based upon the lack of hardship and nothing particular about the subject property, staff recommended **Denial** by the Board of Adjustment for **BOA02-24**, for a reduction of a reduction of the front yard setback by seven feet (7') for a carport on the property located at 38 Chickasaw Drive

If the Board of Adjustment votes for Approval of the application, staff requests the following requirements be included as Conditions of Approval.

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

Options:

- Approval of Case No. BOA02-24 allows a variance of seven feet (7') from the front yard setback with recommended Conditions.
- Denial of the application for BOA02-24, thus preventing the construction of the carport.
- Deferral of Case No. BOA02-24 with a request for additional and specific information to a certain date.

The public hearing was opened. The applicant, Gary Briscoe, was present and available for questions. Board Member Austin asked the applicant if the garage doors worked, and the applicant replied they did function. Austin then asked if the garage had carpet, and the applicant replied there was no carpet but there was air conditioning. Board Member Kelly asked the applicant if a thirteen-foot (13') carport was possible. The applicant was unsure. Chair Gordon asked if a shed could be constructed to store the items in the garage, and the applicant replied that the homeowners wanted to use the garage as a living space. He stated that a partial conversion had been started but not finished (in the garage.) Austin commented that a thirteen-foot carport would provide some protection. After no others came forward to speak, the public hearing was closed.

Following a discussion amongst the BOA about a shorter carport, Board Member Austin made a motion to Deny Case No. BOA02-24, which Board Member Kelly seconded.

The motion passed **3-0-0**.

AYE: Austin, Gordon, Kelly

NAY: None

ABSTAIN: None

Item 3. BOA03-24 Public hearing and consideration of a request for a variance to allow an unoccupied, licensed RV to park on the paved driveway at 1601 N. Oklahoma Avenue.

Chair Gordon read Agenda Item 3 and asked for a staff report. City Planner Clyne reviewed the information on the staff report for BOA03-24 with the following information. The subject property is located at 1601 N. Oklahoma Avenue and is zoned R-1 (Single-Family Residential District.) Within the **Section 18-1. Definitions** of the City's Code of Ordinances include the following definition:

Freestanding mobile/manufactured home or travel trailer/recreational vehicle means any mobile/manufactured home or travel trailer/recreational vehicle not located in a mobile/manufactured home park or travel trailer/recreational vehicle park, respectively, licensed by the city or in an approved mobile/manufactured home subdivision.

The request is a variance to the Shawnee Code of Ordinances, **Sec. 18-3. (a) - Freestanding mobile/manufactured home.** "(a)... Such mobile/manufactured home or travel trailer/recreational vehicle may be stored on a hard surface

but shall not be stored in any required front yard..." This variance request is to allow an unoccupied, licensed travel trailer on the paved driveway of the subject property.

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

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

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

- 1) The application of the code to the subject property creates an unnecessary hardship.
- 2) There is no access to the rear yard at this particular piece of property, and the side yards are too narrow to accommodate a travel trailer and fence. The residence has a two-car carport, but the height of the travel trailer exceeds the carport's opening. The travel trailer is unoccupied and licensed, and the parking area is well-maintained. The travel trailer placement does not encroach into the right-of-way.
- 3) Granting the variance would not cause substantial detriment to the public good or impair the purposes and intent of the code or the comprehensive plan.
- 4) If the variance is granted, it would be the minimum necessary to alleviate the perceived hardship.

Staff recommended **Approval** by the Board of Adjustment for **BOA03-24** to allow an unoccupied, licensed travel trailer on the paved driveway of the property located at 1601 N. Oklahoma Avenue.

Options:

- Approval of Case No. BOA03-24 allowing an unoccupied, licensed travel trailer on the paved driveway of the subject property
- Denial of the application for BOA03-24, thus preventing the construction of the accessory structure.
- Deferral of Case No. BOA03-24 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA03-24 allows an unoccupied, licensed travel trailer on the paved driveway of the property and is subject to conditions assigned by the Board of Adjustment.

The public hearing was opened. The applicant, Sue Warden, was present and available for questions. After no others came forward to speak, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Austin made a motion to Approve Case No. BOA03-24 with the conditions presented by staff, which Board Member Kelly seconded.

The motion passed **3-0-0**.

AYE: Austin, Gordon, Kelly

NAY: None

ABSTAIN: None

Item 4. BOA04-24 Public hearing and consideration of a request for a variance to allow an accessory structure in the front yard at 3917 N. Pottenger Avenue.

Chair Gordon read Agenda Item 3 and asked for a staff report. City Planner, Rachel Clyne, reviewed the information on the staff report for BOA01-24 with the following information. The subject property is located at 3917 N. Pottenger Avenue and is zoned R-1 (Single-Family Residential District.) The request is a variance to the Zoning Code, **Sec. 22-293. – Dimensional Standards.**, which discusses the density and dimensional standards such as minimum lot size, street frontage, and yard setbacks. **Table 22-293. Density and Dimensional Standards by Zone** indicate in R-1 zoning that accessory structures, such as storm shelters, must be located in the rear yard. This variance request is to place an accessory structure ("flat top" storm shelter) in the front yard of the subject property.

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

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

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

- 1) The application of the code to the subject property creates a hardship since the storm shelter cannot be located in the rear yard or on either side of the subject property.
- 2) The subject property is somewhat similar to the surrounding properties. The storm shelter company's machinery could not navigate the yard. Placement of the storm shelter in a side yard was considered but not possible. One side yard is too narrow for placement of a storm shelter, and the other side yard is steeply uneven due to stormwater flow.
- 3) Granting the variance would not cause substantial detriment to the public good or impair the intent and spirit of the Zoning Code and Comprehensive Plan.
- 4) Allowing a "flat top" storm shelter in the front yard would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA04-24**, a **Variance** to allow a storm shelter in the front yard of the property located at 3917 N. Pottenger Avenue with the following conditions:

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

Options:

- Approval of Case No. BOA04-24 allows a "flat top" storm shelter to be placed in the front yard with the listed conditions.
- Denial of the application for BOA04-24, thus preventing the installation of a storm shelter.
- Deferral of Case No. BOA04-24 with a request for additional and specific information to a certain date.
- Approval of Case No. BOA04-24 allows a storm shelter to be placed in the front yard with conditions determined by the Board of Adjustment.

The public hearing was opened. The applicant, Chad Hamm, was present and available for questions. After no others came forward to speak, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Kelly made a motion to Approve Case No. BOA04-24 with the conditions presented by staff, which Board Member Austin seconded.

The motion passed **3-0-0**.

AYE: Austin, Gordon, Kelly

NAY: None

ABSTAIN: None

Item 4: Community Development Department Updates

Community Development Director Rian Harkins updated the Board on the Unified Development Code (UDC), stating that staff had returned the initial draft to the consultant and had received another working copy for review, which was underway. The plan was to present the completed draft to the City Commission, take public comments, and then begin the adoption process. The Infill Palette will be live and available on the City's website on April 1, 2024. The five (5) designs will be free, and a waiver must be attached to the building permit application. Next, Harkins reviewed the Key Initiatives for the previous year. Of the eight (8) Pillars for 2023, four (4) were handled by the Community Development Department. They included the Twin Lakes Master Plan, the Infill Palette, the Continuum of Care for the unhoused population, and the Unified Development Code. Harkins advised that three (3) new Vista employees would be working on housing, case management, and employment in participation with the Homeless Program.

Item 5: Board Members' Comments

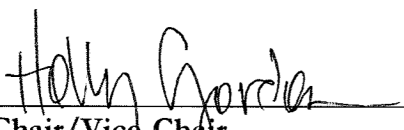
Chair Gordon was excited about the Infill Palette.

Board Member Kelly thanked staff and stated on April 26th the Adyeltte Baptist Church would be hosting an effort for the healthcare needs of rural Oklahomans.

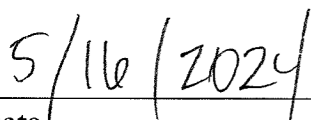
Board Member Austin asked about the frequency of Code overhauls. Director Harkins advised that many communities do a refresh every 5 – 10 years. The last complete overhaul in Shawnee was in the 1990s with an update in 2014.

Item 6: Adjournment

The meeting was adjourned by the power of the Chair at 3:16 PM.



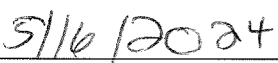
Chair/Vice-Chair



Date



Secretary/City Planner



Date

SPECIAL CALL - PLANNING COMMISSION MINUTES

DATE: May 8, 2024

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a special call meeting on May 8, 2024, at 1:30 p.m., according to notice duly posted as prescribed by law.

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

The following Commissioners were present:

Present: Johnson, Porter, Walker, Rowell

Absent: Reese, Barrett

Item 1. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting on April 3, 2024. Vice-Chair Walker asked for questions or corrections to the minutes.

Commissioner Rowell made a motion to **Approve** the minutes as presented, which Commissioner Johnson seconded.

Motion **passed 4-0-0.**

Aye: Johnson, Rowell, Porter, Walker

Nay: None

Abstain: None

Item 2. Case Number: PPL02-24 Consideration of a request for a Preliminary Plat for Union Square Addition

Community Development Director Rian Harkins provided a staff report with the following information and recommendation. The subject property is located southeast of the intersection of E. 45th Street and M. Union Avenue in Section 31, Township 11 North, Range 4 East. The property is zoned C-3 (Highway Commercial District). The Preliminary Plat includes approximately 11.952 acres. The Preliminary Plat of Union Square Addition contains eight (8) lots and one (1) common tract. The City Engineer and Fire Marshal expressed concerns on the original submittal of this preliminary plat. The applicant addressed all comments and provided a revised preliminary plat, which was reviewed and approved.

Findings:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer and Fire Marshal are satisfied with the revised Preliminary Plat.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL02-24** for a Preliminary Plat for Union Square Addition.

Recommendation Options:

- Recommending Approval of Case No. PPL02-24, for the Preliminary Plat, Union Square Addition as presented.
- Recommending Denial of the application for Case No. PPL02-24.
- Recommending Deferral of Case No. PPL02-24 with a request for additional and specific information to a certain date.

Commissioner Porter made a motion to recommend the **APPROVAL** of Case No. PPL02-24, which Commissioner Rowell seconded.

Motion **passed 4-0-0.**

Aye: Rowell, Johnson, Porter, Walker

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on May 20, 2024, at 6:00 p.m.

Item 5. Community Development Update

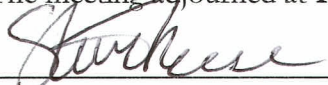
Community Development Director Harkins advised the Planning Commission that the Infill Housing Palette project had been uploaded onto the City’s website. Next, Harkins advised that Community Development is currently looking to fill two positions as Rachel Clyne was leaving for a position in Colorado this week. He stated work on the Unified Development Code (UDC) continues, particularly the Engineering Design Standards. Later this spring, the public will be asked to review and comment on the UDC. Lastly, Harkins stated that an application for the “Safe Streets and Roads for All” program had been submitted.

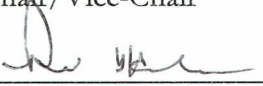
Item 6. Planning Commissioners' Comments

Commissioner Barrett arrived at 1:44 pm. Commissioners Walker and Rowell both expressed appreciation for the opportunity to serve on the Planning Commission.

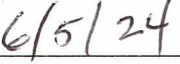
Item 7. Adjournment

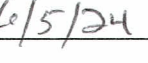
The meeting adjourned at 1:45 p.m.



Chair/Vice-Chair


Community Development Director



Date


Date



Entity Payment Report

05/01/2024 - 05/31/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/31/2024	RED PLAINS PLUMBING	Check	3335	75.00
5/31/2024	THE GARAGE - SHAWNEE, LLC	Check	3334	15.00
5/31/2024	GOFORTH PLUMBING & MECHANICAL, LLC	IBX CC	3337	75.00
5/31/2024	COMMERCIAL CONSTRUCTION SERVICES LLC	IBX CC	3336	75.00
5/30/2024	DM ENTERPRISES	Check	3333	100.00
5/30/2024	YARDY ELECTRIC	Cash	3332	75.00
5/29/2024	CMT ELECTRIC	Check	3331	100.00
5/29/2024	\$ - MOONLIGHT ELECTRICAL CONTRACTOR	IBX CC	3328	75.00
5/29/2024	BARNETT ELECTRICAL & HOME SERVICES	IBX CC	3329	75.00
5/29/2024	\$ - TOMMY'S PLUMBING SERVICE, LLC	IBX CC	3330	75.00
5/28/2024	GREGORY & MARY BETH TREECE	Check	3327	792.00
5/28/2024	TREY DAVIS	Check	3326	25.00
5/28/2024	SCOT & NANAY SHADID	Check	3325	792.00
5/28/2024	CONNIE ENGLER	Check	3324	15.00
5/28/2024	BAKER BROTHER	Check	3323	75.00

	ELECTRIC, INC			
5/24/2024	\$ - CASEY'S	Check	3322	450.00
5/23/2024	JDM ELECTRICAL SERVICES LLC	Check	3321	100.00
5/23/2024	FRATLIS INC dba FRATELIS	Check	3320	450.00
5/23/2024	AIR FACTORY HEATING & COOLING CO., LLC	Check	3319	100.00
5/23/2024	MJ CANNON LLC	Check	3318	792.00
5/22/2024	TIMOTHY O'MARY	Check	3317	15.00
5/21/2024	EROPKIN AUDIO LLC	Check	3312	75.00
5/21/2024	ARBUCKLE PLUMBING	Check	3311	100.00
5/21/2024	AMK ELECTRIC	IBX CC	3310	75.00
5/21/2024	A-BETTER HEATING & AIR CONDITIONING, INC	IBX CC	3315	100.00
5/21/2024	HORIZON PLUMBING & DRAIN, INC	IBX CC	3313	75.00
5/21/2024	NEXT LEVEL CONTRACTORS; ELECTRIC LLC	IBX CC	3314	100.00
5/21/2024	BOB DOOLEY ELECTRIC	IBX CC	3316	100.00
5/20/2024	DANIEL HADERER	Cash	3309	792.00
5/20/2024	DANIEL HADERER	Cash	3308	792.00
5/20/2024	DANIEL HADERER	Cash	3307	792.00
5/20/2024	RONALD & PAULETTE COOK	Check	3306	792.00
5/20/2024	OKIE 1 PLUMBING, LLC	Check	3305	75.00
5/20/2024	TACOS EL PATRON LLC	Check	3304	905.00
5/20/2024	BRANDY & JASON HELM	Check	3303	792.00

5/17/2024	SCOTT & SONJA MALASKE	Check	3302	792.00
5/16/2024	CAROLYN DIXSON	Check	3300	15.00
5/16/2024	GREEN LIGHT SOLAR	IBX CC	3297	75.00
5/16/2024	\$ - STORY'S PLUMBING & MORE, LLC	IBX CC	3299	75.00
5/16/2024	BURLINGTON #1459	IBX CC	3298	50.00
5/16/2024	DEDICATED ELECTRICAL SERVICES INC	IBX CC	3301	100.00
5/15/2024	MARK JENNINGS	Check	3291	792.00
5/15/2024	MARK JENNINGS	Check	3290	792.00
5/15/2024	HARDINS FAMILY PLUMBING LLC	IBX CC	3292	75.00
5/15/2024	EGS DBA TANKCO MEP	IBX CC	3293	100.00
5/15/2024	EGS DBA TANKCO MEP	IBX CC	3294	100.00
5/15/2024	JACOBS PLUMBING	IBX CC	3289	100.00
5/15/2024	EGS DBA TANKCO MEP	IBX CC	3295	100.00
5/15/2024	OLSON 2A PLUMBING LLC	IBX CC	3296	75.00
5/14/2024	BOB'S ELECTRIC	Check	3288	75.00
5/14/2024	GREGORY RHODES	Check	3287	792.00
5/14/2024	BMF ELECTRIC LLC	Check	3286	75.00
5/13/2024	SELLERS AIR CONDITIONING	Check	3282	75.00
5/13/2024	H & H PLUMBING AND UTILITIES	IBX CC	3279	75.00
5/13/2024	YORK PLUMBING & MECHANICAL INC	IBX CC	3280	100.00
5/13/2024	YORK	IBX CC	3281	100.00

	PLUMBING & MECHANICAL INC			
5/13/2024	CRISTIAN'S PLUMBING	IBX CC	3283	100.00
5/13/2024	DR DONS HEAT AND AIR	IBX CC	3284	100.00
5/13/2024	\$ - AMPED PLUMBING	IBX CC	3285	100.00
5/10/2024	JOHNSON CONSTRUCTION	Check	3278	75.00
5/10/2024	LOWES #0005	Check	3277	15.00
5/10/2024	SOUTHEASTERN PLUMBING	Check	3276	75.00
5/10/2024	VAPOR STATION	Cash	3275	50.00
5/9/2024	MICHAEL LOWREY	Check	3274	792.00
5/9/2024	KIRK & MICHAEL LOWREY	Check	3273	792.00
5/9/2024	PIPED OUT PLUMBING	IBX CC	3272	75.00
5/9/2024	RICK'S SAFE ROOMS	IBX CC	3271	75.00
5/8/2024	MOODY MECHANICAL INC	Check	3270	75.00
5/8/2024	MOODY MECHANICAL INC	Check	3269	75.00
5/8/2024	MURPHY 2015 REVOCABLE TRUST	Check	3268	792.00
5/7/2024	MICHAEL TURK	Check	3267	792.00
5/6/2024	ARES HOLDINGS, LLC CMS/NEXTECH	Check	3264	75.00
5/6/2024	MAURICES #1060	Check	3263	50.00
5/6/2024	FIVE BELOW #5120	Check	3262	25.00
5/6/2024	MCDONALDS #10857	Check	3261	15.00
5/6/2024	CROWN WIRELESS	Check	3260	15.00

	CORP			
5/6/2024	RANDALL HILL	IBX CC	3266	792.00
5/6/2024	ASAP HEATING AND AIR INC	IBX CC	3265	75.00
5/3/2024	\$ - SHAWNEE PITTSTOP	Check	3257	15.00
5/3/2024	\$ - MANSELL HEAT & AIR	IBX CC	3258	75.00
5/3/2024	\$ - MANSELL HEAT & AIR	IBX CC	3259	75.00
5/3/2024	TWISTED ELECTRIC LLC	IBX CC	3256	100.00
5/2/2024	EDWARD JONES	Cash	3255	50.00
5/2/2024	MIDWEST SIGNS	Cash	3254	75.00
5/2/2024	CHAMPION PLUMBING	IBX CC	3251	75.00
5/2/2024	CHAMPION PLUMBING	IBX CC	3252	100.00
5/2/2024	FIVE BELOW #5120	IBX CC	3253	50.00
5/1/2024	VELMA CURRENS	Check	3250	15.00
				20,104.00

Total Records: 88

6/6/2024



Monthly - City Clerk

05/01/2024 - 05/31/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20240843	5/31/2024	B - Commercial - Remodel	1411 N HARRISON	JASMINE RIOS	REMODEL	750,000	5,152	\$1,292.50
20240842	5/31/2024	M - Mechanical	535 W FEDERAL ST	AIR FORCE 1 AC AND HEATING	CONDENSER REPLACEMENT	0	0	\$64.50
20240841	5/31/2024	B - Storm Shelter	3904 N CHAPMAN AVE	SUPERIOR SAFEROOMS	STORM SHELTER	0	0	\$29.50
20240840	5/31/2024	M - Mechanical	535 W FEDERAL ST	AIR FORCE 1 AC AND HEATING	CONDENSER REPLACEMENT	0	0	\$104.50
20240839	5/31/2024	M - Mechanical	600 W INDEPENDENCE ST	Pinnacle Heat & Air	Relocate Diffusers	0	0	\$54.50
20240838	5/31/2024	B - Residential - Remodel	2508 DEER VALLEY DR	BLACKWELL CONSTRUCTION	REMODEL KITCHEN	40,000	2,186	\$29.50
20240837	5/31/2024	B - Residential - Remodel	315 S OSAGE	HARVEY FARRELL JR	REMODEL	10,000	2,544	\$545.10
20240836	5/31/2024	M - Mechanical	1213 CHARLES DR	AIRCO SERVICE	3.5 TON CHANGE OUT	0	0	\$74.50
20240835	5/30/2024	P - Plumbing	505 W SARATOGA	COMMERICAL CONSTRUCTION SERVICES	WATER LINE	0	0	\$54.50
20240834	5/30/2024	M - Mechanical	1 SENECA DR	AIRCO SERVICE	5 TON CHANGE OUT	0	0	\$104.50
20240833	5/30/2024	E - Electrical	701 S BROADWAY AVE	RED RIVER ELECTRIC	PANEL REPLACEMENT	0	0	\$54.50
20240832	5/30/2024	P - Plumbing	1606 E HIGHLAND	DALES PLUMBING		0	0	\$54.50
20240831	5/30/2024	E - Electrical	1203 MONROE DR	DM ENTERPRISES LLC	NEW SERVICE	0	0	\$54.50
20240830	5/30/2024	B - Accessory Structure	39300 CLEARPOND RD	JOLEEN LEACH	SHOP BUILDING	23,000	2,500	\$535.75

20240829	5/30/2024	B - Swimming Pool	1308 NOTTINGHAM CIR	AUSTIN KITS MILLER	SWIMMING POOL	1,500	288	\$64.50
20240828	5/30/2024	B - Storm Shelter	34206 BELCHER RD	OZ SAFEROOMS TECH	STORM SHELTER	0	0	\$29.50
20240827	5/29/2024	E - Electrical	40209 WOLVERINE RD	CMT ELECTRC	NEW SERVICE	0	0	\$54.50
20240826	5/29/2024	E - Electrical	4002 BLAINE RD	MOONLIGHT ELECTRIC	GARAGE REWIRE	0	0	\$54.50
20240825	5/28/2024	E - Electrical	412 N KICKAPOO AVE	BMF ELECTRIC LLC	SERVICE INSPECTION FOR OGE	0	0	\$54.50
20240824	5/28/2024	M - Mechanical	555 KICKAPOO SPUR	ACOCK CLIMATE CONTROL	NEW SYSTEM	0	0	\$204.50
20240823	5/28/2024	M - Mechanical	1401 SHERRY LN	AIR COMFORT SOLUTIONS	NEW SYSTEM	0	0	\$64.50
20240822	5/28/2024	O - Sign	1510 N KICKAPOO SUITE 1	SIGN FACTORY LLC	PERMANENT / CHANNEL LETTERS	0	0	\$50.00
20240821	5/28/2024	O - Sign	722 E INDEPENDENCE ST	SIGN FACTORY	TEMP BANNER SIGN	0	0	\$50.00
20240820	5/28/2024	F - Burn	1325 E 42ND	WAYNE COSGILL	42nd street and harrison	0	0	\$29.50
20240819	5/28/2024	E - Electrical	600 W INDEPENCE ST STE 1000	VISION ELECTRIC	NEW LIGHTING	0	0	\$54.50
20240818	5/23/2024	P - Plumbing	2017 N MARKET	COWBOYS PLUMBING, LLC	RE-ROUTE	0	0	\$54.50
20240817	5/23/2024	E - Electrical	34809 BELCHER RD	JDM ELECTRICAL SERVICES LLC	REPAIR METER BASE	0	0	\$54.50
20240816	5/23/2024	E - Electrical	728 N CHAPMAN	POTEET ELECTRIC LLC	TEMP POLE, NEW SERVICE, BCW	0	0	\$129.50
20240815	5/23/2024	P - Plumbing	318 W RIDGEWOOD ST	VIP PLUMBING	REPAIR	0	0	\$404.50
20240814	5/23/2024	M - Mechanical	2218 ELLIS DR	SPARKS HEAT & AIR INC	CHANGE OUT	0	0	\$204.50
20240813	5/23/2024	B - Residential - New	1228 E PARKER	BUILDERS INVESTMENT GROUP LLC	NEW CONSTRUCTION	86,418	864	
20240812	5/23/2024	E - Electrical	832 N BEARD	AMERICAN AIR CONDITIONING	REPLACE EXISTING	0	0	\$54.50
20240811	5/22/2024	O - Demolition	727 W FORD	WADES SERVICES	DEMOLITION	0	0	

		and Moving						
20240810	5/22/2024	B - Residential - New	509 BLUE BIRD LANE	BRYAN LITTLE HOMES	NEW CONSTRUCTION	260,000	2,559	\$1,273.29
20240809	5/22/2024	B - Residential - New	414 N MARKET	BUILDERS INVESTMENT GROUP LLC	NEW CONSTRUCTION	123,000	1,110	\$965.38
20240808	5/22/2024	M - Mechanical	722 N HARRISON AVE	AIR FACTORY HEATING & COOLING CO., LLC	CHANGE OUT	0	0	\$504.50
20240807	5/21/2024	B - Roof Redeck	1822 N UNION AVE	GRAND ROOFING CO	ROOF REDECK	0	0	\$54.50
20240806	5/21/2024	M - Mechanical	16602 ARCHERY RANGE RD	A-BETTER HEATING & AIR CONDITIONING	NEW INSTALLATION	0	0	\$54.50
20240805	5/21/2024	E - Electrical	627 N BROADWAY	NEXT LEVEL CONTRACTORS; ELECTRIC LLC	REPLACE EXISTING	0	0	\$54.50
20240804	5/21/2024	ZBOA - Conditional Use Permit	15305 PERRY RD	JOSHUA KOCH	CONDITIONAL USE PERMIT	0	0	\$280.00
20240803	5/21/2024	PC - Plat - Final		CITY OF SHAWNEE	PRELIMIARY PLAT	0	0	
20240802	5/21/2024	P - Plumbing	4832 MARKETPLACE BOULEVARD SUITE 300	ARBUCKLE PLUMBING	REMODEL SPORTS CLIPS	0	0	\$54.50
20240801	5/21/2024	P - Plumbing	600 W INDEPENDENCE ST STE 1100	HORIZON PLUMBING & DRAIN	REPLUMB	0	0	\$104.50
20240800	5/21/2024	P - Plumbing	301 N KENNEDY	STANFIELD PLUMBING	FINISH OUT FROM ANOTHER CONTRACTOR	0	0	\$54.50
20240799	5/21/2024	PC - Zoning Variance	914 N HARRISON AVE	ROBERT & ALETHIA WOODMORE	COVERAGE VARIANCE	0	0	
20240798	5/21/2024	O - Demolition and Moving	1705 E WALNUT	NEAL'S LAWN SERVICE LLC	DEMOLITION	0	0	\$50.00
20240797	5/20/2024	B - Residential - Remodel	627 N HOBSON	LEVERAGE PROPERTIES, LLC	REMODEL	9,300	1,170	\$253.13
20240796	5/20/2024	O - Demolition and Moving	1046 E WALLACE ST	TBD - LEVERAGE PROPERTIES, LLC	DEMOLITION	0	0	
20240795	5/20/2024	E - Electrical	535 W	BARNETT	MISCELLANEOUS	0	0	\$54.50

			FEDERAL ST	ELECTRICAL HEATING AND AIR				
20240794	5/20/2024	F - Burn	1514 E 7TH ST	RANDY VANWINKLE	BURN PERMIT	0	0	\$29.50
20240793	5/20/2024	M - Mechanical	8 ARAPAHO	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$54.50
20240792	5/20/2024	P - Plumbing	2102 N CHAPMAN	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20240791	5/20/2024	M - Mechanical	8000 N HARRISON AVE	YORK PLUMBING & MECHANICAL INC	REMODEL	0	0	\$54.50
20240790	5/17/2024	B - Residential - Remodel	302 W 10TH	RONNIE T HART	REMODEL	15,000	1,500	\$323.25
20240789	5/17/2024	E - Electrical	8000 N HARRISON AVE	BOB DOOLEY ELECTRIC	REMODEL	0	0	\$54.50
20240788	5/16/2024	B - Storm Shelter	1954 GLENBROOK DR	STORM SAFE SHELTERS	NEW INSTALLATION	3,750	35	\$29.50
20240787	5/16/2024	M - Mechanical	724 N LOUISA	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$64.50
20240786	5/16/2024	E - Electrical	516 W DEWEY ST	ARIZONA AOLAR SOLUTIONS INC, dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20240785	5/16/2024	B - Solar Panels	516 W DEWEY ST	ARIZONA AOLAR SOLUTIONS INC, dba SUNTRIA	NEW INSTALLATION	25,917	392	\$87.80
20240784	5/16/2024	E - Electrical	37 MOJAVE DR	GREENLIGHT SOLAR	NEW INSTALLATION	0	0	\$54.50
20240783	5/16/2024	B - Solar Panels	37 MOJAVE DR	GREENLIGHT SOLAR	NEW INSTALLATION	30,148	631	\$138.59
20240782	5/16/2024	B - Storm Shelter	3906 MARIE DR	GROUND ZERO SHELTERS, CO	NEW INSTALLATION	3,995	24	\$29.50
20240781	5/16/2024	M - Mechanical	908 1/2 OVERLAND CT	TIMOTHY ROBERTS ELEC / HVAC	NEW INSTALLATION	0	0	\$54.50
20240780	5/16/2024	O - Demolition and Moving	2614 N BELL	GARY BARNETT DIRT CONTRACTING INC	GARAGE	0	0	\$50.00
20240779	5/15/2024	O - Paving Cut and Boring	2100 N BRYAN AVE	RED TAIL FIBER FOR BLUEPEAK	ROAD BORE	0	0	

20240778	5/15/2024	O - Paving Cut and Boring	1102 W MACARTHUR	CODE RED FOR COX	ROAD BORE	0	0	
20240777	5/15/2024	O - Paving Cut and Boring		B & H CONSTRUCTION DR	MULTIPLE BORE / CUT	0	0	
20240776	5/15/2024	O - Demolition and Moving	602 S PARK AVE	WADES SERVICES	DEMOLITION	0	0	
20240775	5/15/2024	P - Plumbing	3902 N AYDELOTTE	PIPED OUT PLUMBING	GAS LINE	0	0	\$54.50
20240774	5/15/2024	P - Plumbing	728 N CHAPMAN	JACOBS PLUMBING	REMODEL	0	0	\$54.50
20240773	5/14/2024	O - Demolition and Moving	1605 N MARKET	NEALS LAWN SERVICE LLC	SHED ONLY	0	0	\$50.00
20240772	5/14/2024	B - Commercial - Add On	1001 N KENNEDY - JIM THORPE STADIUM	MASS ARCHITECTS	REPLACE EXISTING	900,000	1,256	
20240771	5/14/2024	B - Commercial - Remodel	4400 N KICKAPOO AVE	MIDWEST COMMERCIAL LLC	REPAIR / TORNADO DAMAGE	584,326	16,253	\$3,458.26
20240770	5/14/2024	B - Storm Shelter	1916 TWISTED OAK CT	FLATSAFE TORNADO SHELTER	NEW INSTALLATION	3,500	18	\$29.50
20240769	5/14/2024	B - Commercial - Remodel	3325 N HARRISON	MMF CONSTRUCTION	REMODEL	175,000	4,134	
20240768	5/14/2024	B - Residential - Remodel	1219 E 10th ST	MICHAEL DUBROW	REMODEL	50,000	0	\$29.50
20240767	5/14/2024	B - Roof Redeck	1701 N AIRPORT DR	ANCHOR HOUSING LP XI	ROOF STRUCTURE REPAIR	115,000	0	\$54.50
20240766	5/14/2024	E - Electrical	535 N AYDELOTTE	ADUB ELECTRIC	BCW	0	0	\$54.50
20240765	5/14/2024	E - Electrical	4409 N AYDELOTTE	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20240764	5/14/2024	B - Solar Panels	4409 N AYDELOTTE	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	38,513	310	\$70.38
20240763	5/14/2024	O - Paving Cut and Boring		ARIAS UTILITY LLC	BORE	0	0	
20240762	5/14/2024	O - Paving Cut and		ARIAS UTILITY LLC	BORE	0	0	

		Boring						
20240761	5/14/2024	O - Paving Cut and Boring		ARIAS UTILITY LLC	BORE	0	0	
20240760	5/14/2024	O - Paving Cut and Boring	1340 N HARRISON AVE	ARIAS UTILITY LLC	ROAD BORE	0	0	
20240759	5/14/2024	O - Paving Cut and Boring	4832 MARKETPLACE BOULEVARD	ARIAS UTILITY LLC	ROAD BORE	0	0	
20240758	5/13/2024	P - Plumbing	8000 N HARRISON AVE	YORK PLUMBING & MECHANICAL INC	REMODEL	0	0	\$54.50
20240757	5/13/2024	E - Electrical	116 PONTOTOC AVE	SELECT SERVICE ELECTRIC	NEW SERVICE	0	0	
20240756	5/13/2024	P - Plumbing	6 TIMBER CREEK DR	AMPED PLUMBING	REMODEL	0	0	\$54.50
20240755	5/13/2024	P - Plumbing	544 N ELM	CRISTIAN'S PLUMBING LLC	REMODEL	0	0	\$54.50
20240754	5/13/2024	M - Mechanical	501 E MACARTHUR	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0	0	\$124.50
20240753	5/13/2024	B - Roof Redeck	3519 N BRYAN AVE	PARKER BROTHERS ROOFING	RE ROOF	0	0	\$54.50
20240752	5/10/2024	B - Storm Shelter	116 N BRYAN	JOHNSON CONSTRUCTION	NEW INSTALLATION	0	0	\$29.50
20240751	5/10/2024	E - Electrical	1415 LEXI DR	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20240750	5/10/2024	B - Solar Panels	1415 LEXI DR	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	40,959	310	\$70.38
20240749	5/9/2024	P - Plumbing	214 W FRANKLIN ST	AIRCO SERVICE	CHANGE OUT	0	0	\$79.50
20240748	5/9/2024	M - Mechanical	1318 E HIGHLAND ST	WAGGONER'S HEAT & AIR	REMODEL	0	0	\$54.50
20240747	5/9/2024	M - Mechanical	1600 N HARRISON ST	LOVES HVAC	CHANGE OUT	0	0	\$104.50
20240746	5/9/2024	M - Mechanical	201 W GEORGIA	AIR FORCE ONE A/C & HTG, LLC	CHANGE OUT	0	0	\$54.50
20240745	5/9/2024	O - Paving Cut and		BLUEPEAK	BP SHOK UG Z2 DA33	0	0	

		Boring						
20240744	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA32	0	0	
20240743	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA31	0	0	
20240742	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA30	0	0	
20240741	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA28	0	0	
20240740	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA26	0	0	
20240739	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z2 DA29	0	0	
20240738	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BO SHOK UG Z2 DA27	0	0	
20240737	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	FP SHOK Z2 DA21 UG	0	0	
20240736	5/9/2024	O - Paving Cut and Boring		BLUEPEAK	BP SHOK UG Z1 DA10	0	0	
20240735	5/9/2024	E - Electrical	12 TAWANA	GREENLIGHT SOLAR	NEW INSTALLATION	29,213	599	\$54.50
20240734	5/9/2024	B - Solar Panels	12 TAWANA	GREENLIGHT SOLAR	NEW INSTALLATION	29,213	599	\$131.79
20240733	5/9/2024	P - Plumbing	2119 TIMBERS BLVD	PIPED OUT PLUMBING	NEW INSTALLATION	0	0	\$54.50
20240732	5/8/2024	E - Electrical	3902 N AYDELOTTE	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20240731	5/8/2024	O - Demolition and Moving	6 W MACARTHUR ST	BARY BARNETT DIRT CONTRACTING	DEMOLITION	0	0	
20240730	5/8/2024	B - Residential - New	1804 LARKIN LN	J STEELE CONSTRUCTION	NEW CONSTRUCTION	330,000	3,032	\$1,373.80
20240729	5/8/2024	F - Burn	1451 E 45TH ST	RUDY CONSTRUCTION	BURN PERMIT	0	0	\$29.50
20240728	5/8/2024	O - Paving Cut and Boring	501 N UNION - OLD MIDDLE SCHOOL GYM	CODE RED UNDERGROUND, LLC	STREET CUT	0	0	

20240727	5/8/2024	B - Roof Redeck	4008 BLAINE RD	ACTS 29 ROOFING	REPLACE EXISTING	16,000	1,700	\$50.00
20240726	5/7/2024	E - Electrical	1101 W 45TH	EIGHT TWENTY	NEW INSTALLATION	0	0	\$54.50
20240725	5/7/2024	B - Solar Panels	1101 W 45TH	EIGHT TWENTY	NEW INSTALLATION	76,946	1,500	\$323.25
20240724	5/7/2024	F - Exhibit / Tradeshow	1400 E MAIN	THE KNIGHT'S AUTO CLUB	EXHIBT / TRADE SHOW	0	0	\$54.50
20240723	5/7/2024	P - Plumbing	5900 N HARRISON AVE	COWBOYS PLUMBING, LLC	REPLACE EXISTING	0	0	\$54.50
20240722	5/7/2024	M - Mechanical	13 CONCORD	AIRCO SERVICE	CHANGE OUT	0	0	\$64.50
20240721	5/7/2024	F - Burn	600 E BEACON	KAREN PARKER	BURN PERMIT	0	0	\$29.50
20240720	5/7/2024	E - Electrical	730 N HARRISON	ADUB ELECTRIC	NEW SERVICE	0	0	\$54.50
20240719	5/7/2024	B - Accessory Structure	8 NORWICH	FIRESTORM SEPTIC & SHELTER	NEW CONSTRUCTION	3,481	160	
20240718	5/7/2024	B - Residential - New	2687 LEGACY PL	GREG BROWN HOMES	NEW CONSTRUCTION	395,000	3,293	\$1,429.26
20240717	5/7/2024	P - Plumbing	1108 E PARKER ST	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50
20240716	5/7/2024	B - Residential - Remodel	1108 N PENNSYLVANIA	TAREK SAAD	REMODEL	10,000	798	\$174.08
20240715	5/6/2024	O - Land Disturbance	2601 OVAL DR	LINGO CONSTRUCTION SERVICES	LAND DISTURBANCE	0	0	
20240714	5/6/2024	O - Demolition and Moving	403 S PENNSYLVANIA	MAX KNOWLTON	MOVING PERMIT	0	0	\$50.00
20240713	5/6/2024	B - Storm Shelter	2128 TIMBERS BL	STORM SAFE SHELTERS	NEW INSTALLATION	2,850	12	\$29.50
20240712	5/6/2024	F - Burn	14702 PATTERSON RD	DARRELL BLAKLEY	BURN PERMIT	0	0	\$29.50
20240711	5/6/2024	E - Electrical	614 W WOOD	TWISTED ELECTRIC LLC	PERMIT RENEWAL	0	0	\$54.50
20240710	5/6/2024	B - Residential - Remodel	908 1/2 OVERLAND CT	ONPOINTE EQUITY, LLC	REMODEL	15,000	576	\$126.90
20240709	5/3/2024	E - Electrical	23 E SEVERN	BMF ELECTRIC LLC	MISCELLANEOUS	0	0	\$54.50
20240708	5/3/2024	O - Sign	4832 MARKETPLACE BOULEVARD SUITE 300	SIGNS & WONDERS	SIGN PERMIT	0	0	\$50.00

20240707	5/2/2024	F - Open Air / Tent	815 N HARRISON	RACHEL OSWALD	TENT	0	0	\$104.50
20240706	5/2/2024	B - Storm Shelter	301 W 36	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	4,000	48	\$29.50
20240705	5/2/2024	O - Sign	1065 VISION BLVD	MIDWEST SIGNS	NEW INSTALLATION	6,000	138	\$200.00
20240704	5/2/2024	M - Mechanical	201 W FEDERAL	AIRCO SERVICE	CHANGE OUT	0	0	\$104.50
20240703	5/1/2024	P - Plumbing	412 N KICKAPOO AVE	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240702	5/2/2024	M - Mechanical	326 N UNION	KEY & SONS HEAT & AIR	NEW INSTALLATION	0	0	\$204.50
20240699	5/1/2024	B - Storm Shelter	2713 SOMERSET DR	GROUND ZERO SHELTERS	NEW INSTALLATION	0	0	\$29.50
20240698	5/1/2024	B - Accessory Structure	626 N POTTENGER AVE	SUNRISE SHED	NEW INSTALLATION	3,300	96	
20240697	5/1/2024	P - Plumbing	4012 BLAINE RD	STANFIELD PLUMBING	REPLACE EXISTING	0	0	\$429.50
20240696	5/1/2024	M - Mechanical	1617 E MAIN ST	ADVENT	CHANGE OUT	0	0	\$64.50
20240695	5/1/2024	P - Plumbing	1113 E WAYNE ST	VIP PLUMBING	REPLACE EXISTING	0	0	\$54.50
								\$19,969.39

Total Records: 147

6/6/2024

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Arts Commission
Date: Wednesday, June 12, 2024 3:22:39 PM

From: katie.goodson@buildwithaffinity.com
Sent: Wednesday, May 22, 2024 10:27 AM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Arts Commission

"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."

Rian,

I would certainly be interested in continuing to serve on the commission.

Thank you,
Katie Goodson | CEO, Associate AIA
Affinity Corporation
405-406-2457 (Cell)



RECEIVED
APR 15 2021
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Katie Goodson</u>	Application Date: <u>April 9, 2021</u>
Address: <u>31 Vivian Terr. Shawnee, OK 74804</u>	Date of Birth: <u>May 29, 1990</u>
Mailing Address: <u>PO Box 805 Tecumseh, OK 74873</u>	
Daytime Phone: <u>405-406-2457</u>	Fax: _____ Email: <u>katie.goodson@buildwithaffinity.com</u>
Profession: <u>Architectural Designer</u>	
Business Name: <u>Affinity Corporation</u>	
Business Address: <u>21572 HWY 102 Tecumseh, OK 74873</u>	
Business Phone: <u>405-695-8700</u>	Fax: _____ Email: <u>info@buildwithaffinity.com</u>

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? 7

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

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

I believe the arts are a major stimulus for community growth and development. We have an abundant potential to shape the future of our community in a positive way, and I would love to be a part of our growth.

Revised March 2, 2021

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

I believe my passion for quality community development and architectural individuality will bring a new perspective to the table.

My architectural and construction background allow me to visualize projects conceptually as well as physically.

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

I am not currently volunteering with any organizations.

List education, including degree(s) earned:

Tecumseh High School, 2008 University of Oklahoma Bachelors of Architecture with a minor in Construction Sciences, 2014

The first 5 years of my professional career were spent working with the Dept of Defense providing a specialized education not found in the private sector.

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

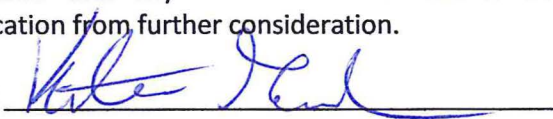
Name	Relationship	Telephone Number
Jesse Stroope, Kirkpatrick Oil	Professional /Personal	405-760-1094
Cama Watts, GCTC	Professional /Personal	405-550-4964
Denoda Rutherford, Shelter Insurance	Professional	405-585-3974

PLEASE READ CAREFULLY:

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

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

Signature



Date

April 9, 2021

Revised March 2, 2021



Affinity Corp.

DEVELOP DESIGN CONSTRUCT

Shawnee City Clerk

PO Box 1448

Shawnee, OK 74802

Dear Shawnee City Clerk:

Please see below for a letter of interest expressing my personal and professional reasons for wanting to serve on the newly developed Arts and Culture Commission.

The arts have always held a special place in my heart, however; I truly fell in love with them in the early 2000's while my husband was working with Smith and Pickel Construction in Oklahoma City. As a diversified and highly respected construction company they worked with a variety of private and public clients and organization who were heavily focused on the arts. One of them being Christian Keesee, who operates the Kirkpatrick Family Fund and has a strong presence in Oklahoma Contemporary, Allied Arts, Molly Spencer Farms, Green Box Arts, and many more nationally. Seeing the vast reach these organizations have achieved in their respective communities as well as their unmatched ability to bring such diverse groups of individuals together has set the standard for what can happen with a strong Arts and Culture presence in Shawnee and our surrounding local communities.

As a professional designer, architecture has always been a balance between form and function. The beauty in designing a functional space, perfectly curated to meet a client's specific needs, is a work of spacial art. I believe architecture and its public platform is a flawless means of introducing a community to visual arts. Artistic Structures along with murals, sculptures, interactive installations, etc. can be seamlessly placed within a community that creates a walking gallery of art for not only our citizens to enjoy and thrive in, but also for those traveling to revel in and talk about as they continue their journeys.

Shawnee, as a city, has spent the last few years growing local organizations that truly have the potential to bring us together as a community. I personally believe Shawnee has an even higher potential and with the continued creation of new committees such as this one, our city will continue to broaden this strong sense of togetherness and put it on center stage for years to come.

I would greatly appreciate your consideration in allowing myself and my personal journeys in the Arts to serve the City of Shawnee and our community as a committee member on the Arts and Culture Commission.

Deepest Regards,

Katie Goodson



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Sherri Thompson</u>	Application Date: <u>May 23, 2024</u>
Address: <u>1909 Brownstone Way</u>	Date of Birth: <u>04/19/1961</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>(405) 618-9944</u>	Email: <u>sherri.3mail@gmail.com</u>
Profession: <u>Retired Fine Arts Teacher/Community Renewal Office Manager</u>	
Business Name: <u>Community Renewal of Pott. County</u>	
Business Address: <u>1000 N. Kickapoo Shawnee, OK 74801</u>	
Business Phone: <u>(405) 273-1035</u>	Email: <u>sherri@communityrenewal.org</u>

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

How many years have you lived in Shawnee? 45 years

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

If so, please list the board/committee/commission: _____

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

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

I believe that people should be actively involved in their community.

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

My 33 years of experience as a Fine Arts Teacher for Shawnee Public Schools plus serving multiple terms on the board of Shawnee Little Theatre afford me a skill set that would mesh well with this committee.

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

I currently serve on the board of Shawnee Education Foundation and Shawnee Little Theatre.

List education, including degree(s) earned:

BA in Education with emphasis in music from OBU, several Masters classes in music education.

Have you ever served on a City-appointed board/committee/commission before? No

If so, which ones and for how long did you serve?

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Vickie Penson	Former Principal	(405) 250-4450
Brandon Dyer	Supervisor	(405) 273-1035
Ronny Jones	Friend	(405) 620-7512

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 Sherri Thompson

Date May 23

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:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org

Revised August 1, 2023



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Travis Alexander</u>	Application Date: <u>05-27-24</u>
Address: <u>1906 N Minnesota Ave</u>	Date of Birth: <u>05-08-1991</u>
Mailing Address: <u>1906 N Minnesota Ave</u>	
Daytime Phone: <u>405-481-9700</u>	Email: <u>travisarealtor@gmail.com</u>
Profession: <u>REALTOR</u>	
Business Name: <u>BHHS Benchmark Realty & Incoming Duck</u>	
Business Address: <u>3601 N Harrison</u>	
Business Phone: <u>405-275-8182</u>	Email: <u>travisarealtor@gmail.com</u>

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

How many years have you lived in Shawnee? 15

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

If so, please list the board/committee/commission: _____

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
Mayor Bolt informed me of the vacancy and asked if I would be interested in applying. As I'd like to see continued improvements in our city.

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

I am active in real estate in Shawnee and the surrounding areas.

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

Pogo Built Environment Committee, Shawnee Forward Ambassador, VP - Shawnee Board of REALTORS,

List education, including degree(s) earned:

Bachelor of Arts - Communications - OBU

Have you ever served on a City-appointed board/committee/commission before? No

If so, which ones and for how long did you serve?

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Pam O'Rorke	Broker	405-641-8324
Dustin Parker	Past client	505-507-6591
Cody Cabler	Cousin	918-331-7564

PLEASE READ CAREFULLY:

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

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

Signature _____

Date 05-27-24

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:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org



POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this _____ day of _____ 2021 by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center Trust ("PCPSCT").

WITNESSETH:

WHEREAS, the PCPSCT has a jail facility with sufficient capacity to aid the City of Shawnee, should the need occur, in housing its inmates and detainees; and

WHEREAS, Title 19 of the Oklahoma Statutes (1981), Sections 751 and 752 contemplate such agreements between cities and counties; and

WHEREAS Title 74 of the Oklahoma Statutes (1981), Section 195, requires such contracts to be executed in accordance with the inter-local Cooperation Act and that the jail facility involved shall meet certain standards; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et seq., known as the inter-local Cooperation act; and

WHEREAS, the cost of operating the Pottawatomie County Public Safety Center has increased due to the cost of labor, requiring an increase in fees paid by the City of Shawnee to the PCPSCT for the housing of inmates and detainees; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the _____ day of _____ 2025.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSCT.

2) **CHANGE(S):**

Both Parties shall agree in writing to any terms that would cause an increase in the cost of any part of this agreement. Any effort undertaken by either party without such agreement, involving legal fees, shall be at their own expense.

3) **NO SEPARATE LEGAL ENTITY:**

No separate legal entity or organization shall be deemed created by virtue hereof.

4) **PURPOSE:**

The purpose of this Agreement is to provide for the incarceration of City of Shawnee inmates and to otherwise coordinate booking and detention functions.

5) **DEFINITIONS:**

The terms 'City of Shawnee Prisoners' or 'City of Shawnee Inmates' shall be defined and refer only to those prisoners or inmates held on City of Shawnee charges and/or warrants. It shall not include prisoners or inmates booked in on non-municipal warrants, state charges, or charges for any other state, county, municipality, or other law enforcement agency.

6) **MANNER OF FINANCING:**

This Agreement shall be financed by the City Commissioners on behalf of the City of Shawnee under the applicable Statutes of the state of Oklahoma.

7) **TERMINATION/DISPOSITION OF PROPERTY:**

In the event of any termination of this agreement earlier than the 30th day of ____ 2025 "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

8) **OTHER MATTERS:**

The purpose of this Inter-Local Cooperation agreement shall be accomplished as anticipated and set out herein.

9) **COMPENSATION:**

As compensation for the services set out below, the City of Shawnee agrees to pay the PCPSC the sum of Sixty Dollars (\$60.00) per day for each person incarcerated in said facility. Said amounts are to be paid monthly. PCPSC agrees to prepare and submit statements no later than the 15th day of each month. Provided further all payments shall be made upon the timely submission of a claim form, approved by the Board of City Commissioners of Shawnee, to Statutory and Charter requirements. The City of Shawnee agrees to pay all invoiced amounts within thirty (30) days of receipt.

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out before midnight (12:00 A.M.). If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond midnight (12:00 a.m.), the first day's fee is waived.

In consideration of said payments, the PCPSC will operate and maintain the jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

10) **SERVICES:**

In exchange for the compensation (paragraph 8), the PCPSCT agrees to provide the following services:

- (a) The PCPSCT hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.
- (b) The PCPSCT shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours to conduct official business in the course of the investigative process.
- (c) The Executive Director of the PCPSCT shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.
- (d) The City of Shawnee through the Police Department, Municipal Court, and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records, or any other information regarding inmates at no additional charge.

(e) **Exclusions:**

- 1. PCPSCT shall NOT provide services for excess inmate property storage. PCPSCT will not be responsible for any inmate property in excess. Excess is defined as any item that can not be contained in the provided inmate tote storage system. The tote is approximately L: 21 W: 15.5 D: 8.5 inches. Any item that cannot fit into these dimensions with the lid properly secured will not be accepted. This means items such as large backpacks, bicycles, etc. will NOT be accepted and SHALL NOT be left at the facility. Any excess inmate property will be the sole responsibility of the City of Shawnee.
- 2. PCPSCT shall NOT provide services for City of Shawnee inmates in a state of mental health crisis. City of Shawnee inmates meeting the criteria for, or requiring an Emergency Detention (ED), will NOT be accepted, or if previously accepted will NOT continue to be housed at PCPSC. Upon the release of a City of Shawnee inmate in crisis, the City of Shawnee will be responsible for ALL steps in the ED process. This includes the initial assessment. Any transportation to a mental health facility for an inmate in crisis shall be the sole responsibility of the City of Shawnee.

II) **TRANSPORTATION:**

The City of Shawnee shall be responsible for all transportation of City of Shawnee inmates to and from the jail facility.

Additional Transportation Services: In the event of a medical emergency PCPSCT will provide The City of Shawnee with additional transport services at a rate of \$40 per hour per officer with a four-hour minimum required for all emergency transports. Any emergency transport that exceeds the four-hour minimum will continue to be billed at \$40 per hour per officer until the transport ends. The transport billing begins when the officer is called to complete the transport and ends once the inmate has been returned to their housing unit, or until released by the City of Shawnee. PCPSCT will only provide emergency transports for inmates who have already completed the booking process.

Additional Transport Service Exclusions:

- (a) PCPSCT will **not** provide emergency transports for intakes as they arrive at the facility or those who are found to require medical services during the initial intake process. It will be the City of Shawnee officer's responsibility to get the required medical clearance prior to acceptance.
- (b) PCPSCT will not provide emergency transports for any inmate requiring an Emergency Detention (ED). These will continue to be the responsibility of the City of Shawnee.

12) **TRANSITION:**

PCPSCT shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, under to this Agreement on the ____ day of _____ 2024

13) **MEDICAL CARE:**

The PCPSCT agrees to accept and provide for the secure custody, care, and safekeeping of City of Shawnee inmates in accordance with State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

PCPSC agrees to provide the City of Shawnee inmates with the same level of medical care and services provided to other inmates.

EXCLUSIONS- PCPSCT will NOT provide standard medical appointment transports. In the event of a medical emergency, the "Additional Transport Services" under section II of this contract apply.

In a psychiatric situation requiring medical transport PCPSC will NOT provide any ED services for the City of Shawnee.

PCPSCT and the City of Shawnee agree that in the event an arresting officer delivers an inmate to the jail and it is determined that said inmate requires immediate medical care, the City of Shawnee shall be responsible for transporting the inmate to medical care while preserving the City of Shawnee's protection from medical expenses pursuant to 11 O.S. 14-113.

14) **SEVERABLE LIABILITY:**

This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner whatsoever.

Both Parties assume responsibility for their personnel, and will make all deductions for Social Security, withholding taxes, contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both Parties herein shall be exclusively liable for loss resulting from torts or the torts of their employees acting within the scope of their employment subject to the limitations and expectations specified in the Governmental Tort Claims act, 51 O.S. 1990 Supp. 151-171, therefore, neither Party shall be liable for the acts or omissions of the other Party.

15) **TERMINATION:**

(a) This Agreement may be terminated by either Party for any reason, or no reason, upon thirty (30) days written notice to the other party.

(b) This agreement may be terminated by either Party for a cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where the cause has failed to be cured.

16) **NOTICES:**

All notices required under this agreement shall be in writing and shall be mailed to the following addresses:

If to the City of Shawnee: Board of Officials for Shawnee
16 W 9th Street
Shawnee, OK 01

Chief of Police
16 W 9th Street
Shawnee, OK 74801

If to PCPSC: Breonna Thompson, Executive Director
Pottawatomie County Public Safety Center
14209 HWY 177
Shawnee, OK 74804

17) **FISCAL LIMITATIONS:**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for the said purpose under the laws of the State of Oklahoma. In the event of failure to so appropriate, timely notice shall be given and this Agreement may be terminated by the other Party.

18) **NON-ASSIGNABLE:**

This Agreement shall be non-assignable, but shall be binding upon and shall adhere to the benefit of the Parties and their respective successors.

19) **SEVERABLE:**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

20) **LAWS/REGULATIONS:**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et. Seq., on minimum standards for jails shall specifically apply.

21) **MULTIPLE COUNTERPARTS:**

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

22) **SECURITY:**

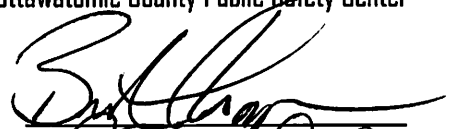
City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind relating to its operation.

23) **COMPLETE AGREEMENT:**

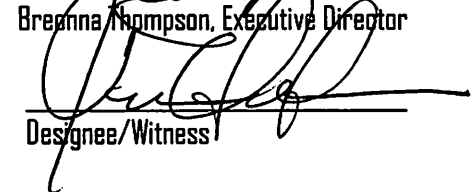
This is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Executive Director (or Designee) of the Pottawatomie County Public Safety Center
on this _____ day of _____ 20 24.



Breanna Thompson, Executive Director



Designee/Witness

APPROVED by the Board of Officials of Shawnee, Oklahoma this _____ day of _____
20 24

BOARD OF CITY OFFICIALS OF
SHAWNEE, OKLAHOMA

. Mayor

. Vice Mayor

. Commissioner

ATTEST:

. City Clerk

APPROVED as to form and legality this _____ day of _____ 20 24

. Legal Counsel for City of Shawnee

Grove Elementary School District
SCHOOL AGREEMENT

This agreement made and entered into this 30th day of June, 2024, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Grove Elementary School District (63-C027) of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

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

TERM: The term of this agreement shall be from the 1st day of July, 2024 through the 30th day of June, 2025. This agreement shall be for the period of one (1) year.

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

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

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

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

CONSIDERATION: In consideration for this agreement, District agrees to pay to City ACTUAL SALARY to cover the salary, uniform allowance and weapons allowance of the police officer, all of which is prorated to cover 9 months of the officer's salary and allowances, designed to span up to 180 instructional days at each school site. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

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

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

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

CITY OF SHAWNEE
SHAWNEE, OKLAHOMA

ATTEST:

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

GROVE ELEMENTARY SCHOOL DISTRICT
OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

ATTEST:



SUPERINTENDENT



CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY

AGREEMENT

This agreement made and entered into this 1st day of July, 2024, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2024 through the 30th day of June, 2025. This agreement shall be for the period of one (1) year.

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

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

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

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

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$140,368.00 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

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

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

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

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

(SEAL)

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

LISA LASYONE, MMC, CITY CLERK



INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA

Clif Darr
BOARD PRESIDENT

B. Canty
CLERK OF BOARD OF EDUCATION

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY



City of Shawnee



Chief Mason Wilson
912 E. Independence
Shawnee, Oklahoma 74804
Office (405) 878-1680 or 1681
E-Mail: mwilson@shawneek.org

FROM: Mason Wilson
Chief of Police

TO: Shawnee Public Schools

SUBJECT: School Resource Officer Personnel Issues

DATE: May 29, 2024

The Shawnee Police Department will be solely responsible for handling any personnel issues with school resource officers. Personnel issues are handled in compliance with Shawnee Police Department policies and procedures, the City of Shawnee policies and procedures, and the collective bargaining agreement.

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA
CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE
SERVICES

This Contract made and entered into this 1st day of July, 2024, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations.

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.

- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/ she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract.
 2. Establish and maintain an ongoing line of communication with Beat/ Zone Commanders and other police personnel.
 3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/ Zone Commanders and identified community representatives, and political leadership, e.g., mayor and council members.
 4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
 5. Attend a minimum of one Resident Advisory Board meeting each year.
 6. Coordinate security workshops and training seminars for residents and Authority staff.
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- K. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- L. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities.
 2. Community organization/ mobilization against the causes of and precursors to crime.
 3. Drug awareness and control.

4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations -The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage-The Authority will make reasonable modifications, including minor structural, electrical, and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide an annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
- D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language, or fighting.
 3. Criminal action.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority.
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the

alleged behaviors.

- E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
- F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:
 - 1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 - 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 - 3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III
Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/ towed/ stolen
- e. Drug paraphernalia confiscated/ found
- f. Arrests/ citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/ stolen
- h. Counseling of residents and visitors
- i. Broken lights/ sidewalks & safety issues
- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/ seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director, or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
4. Arrests (to include drug violations)
5. Vehicles towed
6. Positive contacts
7. Referrals
8. Trespassers removed
9. All UCR or NIBRS Reports
10. Calls for service
11. Weapons seized
12. Property stolen/ recovered
13. Community feedback
14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);

2. Staffing levels.
 3. Responsibilities of key personnel.
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year beginning on the date approved by both parties.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty-Six Thousand Five Hundred Forty Dollars and no cents, (\$56,540.00) in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries (Reimbursement of Law Enforcement over and above the baseline of services.)	<u>\$ 56,540.00</u>
Administrative Liaison Officer Prorated Salary and Benefits	<u>\$ 0.00</u>
Communications/Other Miscellaneous Expenses/Equipment	<u>\$ 0.00</u>

- B. The Authority shall reimburse the police department monthly, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$55,000.00 for one full-time officer for one year and is contingent on receiving funding.

- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 - 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Housing Authority of the City of
 Shawnee, OK 601 West 7th Street
 P.O. Box 3427
 Shawnee, OK 74802-3427

City: City of Shawnee
 Shawnee Police Department
 P.O. Box 1448
 Shawnee, OK 74802-1448

ARTICLE IX
Construction of Laws

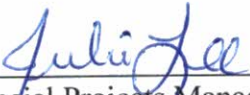
This Contract is made and entered into in the City. All questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component arts:

- (a) This Contract.
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:



Special Projects Manager
Housing Authority of the City of Shawnee, OK



Executive Director
Housing Authority of the City of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

Approved as to form:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

Approved as to form and legality on _____.

City Attorney
City of Shawnee, OK

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2024 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC. The City shall provide labor and equipment only, and GCTC shall pay for all required materials.

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2024 and ending on the 30th day of June, 2025, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

ADMINISTRATION: This agreement shall be administered by the City Manager of Shawnee or his designees, and the Superintendent of GCTC or his designees. These representatives shall be responsible for administering this agreement and shall have the authority to determine the resolution of disputes. GCTC will provide the City with a schedule of the work to be performed under this agreement, which said work shall be performed subject to the availability of the City workforce and secondarily to the needs of the City. The City Manager may receive from GCTC periodic recommendations and suggestions as to the needs of GCTC. These recommendations shall be submitted by the Superintendent of GCTC or his designees. The GCTC Superintendent may receive from the City periodic recommendations and suggestions as to the needs of the City. These recommendations shall be submitted by the City Manager or his designees.

CONSIDERATION: In consideration for this agreement, GCTC agrees to provide the City with educational services and training for City employees in subject matter normally available at GCTC's Adult Training and Development Department and/or Industry Specific Department as requested from time to time by the City. GCTC shall provide instruction only, and the City shall pay for all required materials and/or supplies to complete the training.

LIABILITY: Each party shall assume and be responsible for any liability or the costs of litigation arising from the provision of its particular services.

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

IN WITNESS WHEREOF, the parties have hereunto affixed their official signatures on the date first above written.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

(SEAL)
ATTEST:

LISA LASYONE, MMC, CITY CLERK

GORDON COOPER TECHNOLOGY
CENTER DISTRICT NO. 5



JULIE McCORMICK
SUPERINTENDENT

ATTEST:

SECRETARY

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: June 17, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 1 for Sewer Pipe Bursting.

Background: This change order increases the quantities of existing pay items, and adds time to the contract. The changes are tied to an emergency repair to the sewer main adjacent to the Shawnee Mill necessitated the addition to the contract. It was not originally apart of the Sewer Pipe Bursting project, but simplified the emergency repair and utilized the same practices covered under the project's unit costs.

This change order compensates the contractor for costs incurred during the emergency repair and adds time to the contract for this unexpected effort.

Change order #1 is an increase of \$31,795.00, and additional itemized information is provided.

Financial Impact: \$31,795.00; American Rescue Plan Act (ARPA) Fund, Sewer, Capital Outlay-Buildings & Improvements - 304-5-1070-54200; Proj. No. C-23-08

Attachments: Shawnee Sewer Bursting - CO 1 - Executed, CO1 Approval Pipebursting

Staff Recommendation: Approval of the item

CONTRACT CHANGE ORDER

Change Order Number: #1
 Date: May 21, 2024
 Bid Number: ARP-23-0092-G

Project Name: Sewer Pipe Bursting

Contractor: Horseshoe Construction, Inc.
 Address: 853 Innovation Dr
Bryan, TX 77808
 Phone: 281-478-5477
 Fax: _____

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
OKC, OK 73116
 Phone: 405-463-3369
 Fax: _____

Owner (Grantor): City of Shawnee
 Address: 16 W 9th Street
Shawnee, Oklahoma 74801
 Phone: 405-273-1960
 Fax: _____

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
4	12-INCH HDPE DR-17 SANITARY SEWER (BURSTING AND TRENCHING)	LF	\$170.00	2151.00	2256.00	\$17,850.00
10	CONSTRUCT 4' DIAMETER MANHOLE	EA	\$9,500.00	2.00	3.00	\$9,500.00
15	EXTRA DEPTH MANHOLE	VF	\$500.00	80.00	87.00	\$3,500.00
16	PRE INSTALLATION VIDEO INSPECTION	LF	\$7.00	7139.00	7244.00	\$735.00
17	POST INSTALLATION VIDEO INSPECTION	LF	\$2.00	7139.00	7244.00	\$210.00
Net Change Order Amount						\$31,795.00
Original Contract Amount						\$1,908,796.00
Total of Previous Change Order(s)						\$0.00
Total Contract Amount To Date						\$1,940,591.00

Amendment \$31,795.00 1.67%
 New Items \$0.00 0.00%
 This Change Order \$31,795.00

Extend Contract Time by 21 Days

Justification:	Quantity changes due to emergency line replacement near the Paper Mill.

CONTRACT CHANGE ORDER

Change Order Number: #1
 Date: May 21, 2024
 Bid Number: ARP-23-0092-G
 Project Name: Sewer Pipe Bursting



RECOMMENDED: *Cainan Anthony*
 Engineer Signature

BY: Cainan Anthony, P.E.
 Printed Name

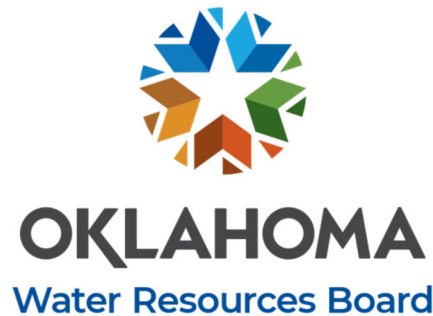
ACCEPTED: *Rory Allison*
 Contractor Signature

BY: Rory Allison
 Printed Name

APPROVED: *Andrea Weckmueller-Behringer*
 Owner Signature

BY: Andrea Weckmueller-Behringer
 Printed Name

<u>Cowan Group Engineering</u>	
Engineer	
<u>Construction Manager</u>	<u>05/22/24</u>
Title	Date
<u>Horseshoe Construction, Inc.</u>	
Contractor	
<u>Project Manager</u>	<u>5/21/2024</u>
Title	Date
<u>City of Shawnee</u>	
Owner	
<u>City Manager</u>	<u>5/28/24</u>
Title	Date



May 28, 2024

Mr. Ed Bolt, Mayor
The City of Shawnee
P O Box 1448
Shawnee, OK 74802

Re: The City of Shawnee, American Rescue Plan Act (ARPA) Loan ARP-23-0015-DPG, Sewer Pipe Bursting: Change Order No. 01 Approval.

Dear Mayor Bolt:

We have reviewed and hereby approve the above referenced Change Order No. 01, and authorize you to put it into effect.

CONTRACT AMOUNT				
C.O. #	Contractor	Original Contract amount	Change requested	Revised Contract amount
01	Horseshoe Construction	\$1,908,796.00	\$31,795.00	\$1,940,591.00
CONTRACT TIME				
C.O. #	Contractor	Original Contract time	Change requested	Revised Contract time
01	Horseshoe Construction	150 days	21 days	171 days

This approval does not constitute a contractual obligation for the State to increase ARPA funding. In the event that the existing ARPA loan funds are insufficient to cover for the requested change, you must have sufficient local funds available to complete the project. The project budget has been amended to reflect the change requested

Please contact me at (405) 530-8800 if you have any questions,

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Cortez", with a stylized flourish at the end.

Matthew Cortez
E.I.
Financial Assistance Division

CC: Ms. Andrea Weckmueller-Behringer, City Manager, Shawnee
Mr. Seth Barkhimer, Director of Engineering, Shawnee
Mr. Michael Taylor, Cowan Group Engineering, LLC
Mr. Cainan Anthony, Cowan Group Engineering, LLC



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Acknowledge one-year renewal option for Fencing and Repair Services Contract with Deep South Fencing.

Background: In September 2023, staff solicited sealed bids for repair, removal, and replacement of security, privacy, and decorative fencing at various locations on City properties. A contract for services and materials was awarded to the lowest responsive bidder, Deep South Fencing, in the amount of \$298,899.50. That contract included a Not-to-Exceed (“NTE”) figure of \$300,000. This amount was insufficient to address all the necessary repairs and replacements and was amended in January 2024 to a new NTE of \$400,000 for Fiscal Year 2024. Expenses to date for Fiscal Year 2024 have remained below the NTE figure at \$347,611.90.

Staff has also identified additional projects and anticipates requirements for services and materials during Fiscal Year 2025; therefore, staff recommends the acknowledgment of the one-year extension option of the agreement with Deep South, commencing July 1, 2024, with a Not-to-Exceed amount of \$400,000 for fencing services in Fiscal Year 2025.

Financial Impact: (Funding will be identified as project packages are developed)

Attachments: Deep South Fencing_executed documents

Staff Recommendation: Acknowledgment of one-year contract extension

FIRST AMENDMENT TO THE CONTRACT AGREEMENT
Between The City of Shawnee and Deep South Fencing

THIS FIRST AMENDMENT TO THE CONTRACT AGREEMENT (this "Amendment") is entered into by Deep South Fencing ("Contractor") and the CITY OF SHAWNEE, OKLAHOMA (the "City" or "applicant"), effective as of the 17th day of January, 2024 (the "Effective Date").

WHEREAS, on October 16, 2023, Contractor and the City entered into that certain Contract Agreement (the "Agreement") for Deep South Fencing to perform Fencing Installation and Repair 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:

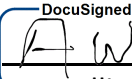
1. Article III, Section 2 of the Agreement states that \$300,000 (the "Cap") is the maximum amount payable to Deep South Fencing by the City for services performed under the Contract Agreement. The parties desire to increase the amount of the Cap as provided herein and is amended by deleting Article III, Section 2 in its entirety and by substituting in the place and stead thereof the following:

Compensation. Compensation for work being performed under this contract will not exceed the amount of \$400,000 annually. Article III outlines the agreed upon rates for the services covered by this agreement.

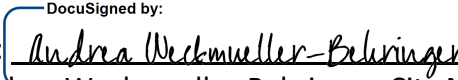
2. The Agreement, as herein amended, remains in full force and effect in accordance with its terms.
3. This Agreement shall be governed by the laws of the State of Oklahoma

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

DEEP SOUTH FENCING

DocuSigned by:
By: 
Adam Welliver, Contractor

CITY OF SHAWNEE, OKLAHOMA

DocuSigned by:
By: 
Andrea Weckmueller-Behringer, City Manager

CONTRACT AGREEMENT

Between

The City of Shawnee.

For

Fencing Installation and Repair Services

THIS CONTRACT AGREEMENT (hereinafter referred to as the **"Agreement"**) is the prime agreement that is made and entered into and effective as of October 19, 2023 between **The City of Shawnee** located at 16 W. 9th Street, Shawnee, Oklahoma 74801 (hereinafter referred to as **"The City"**) and **Deep South Fencing**, headquartered at 15608 Walker Rd, Shawnee (hereinafter referred to as **"CONTRACTOR"**) (each may be referred to as "party" and together as "parties".)

WHEREAS Contractor desires to perform the work pursuant to the terms, conditions and plans of this Agreement relating to the Project and the work for set contract unit prices per Exhibit B – "Schedule of Values – Unit Price Contract"

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

Scope of Services for Project

The scope of work for the project will consist of services to provide all labor, transportation, fuel, equipment, machinery, supplies, materials and insurance necessary to repair and or replace fencing at site locations as directed by the owner for storm restoration, and future fencing installation and repair needs, in the City of Shawnee and according to design specifications and plans. The work herein shall include, but not limited to, mobilization and demobilization at or to the Projects Sites, and all other Work required. Contractor shall furnish the cost for the Work performed by CONTRACTOR shall be on a set unit price rate schedule.

Compensation: Compensation will be subject to the rates outlined in the bid proposal attached and incorporated herein as Exhibit C. Services provided will be reported and verified by the Supplier and the City of Shawnee, and the Supplier shall not exceed the agreed to daily rates for the services provided and outlined herein.

ARTICLE I – GENERAL

Section 1. Offer to Perform Service Scope

CONTRACTOR hereby agrees to furnish all labor and equipment that is required to satisfy the requested scope of work requirements as described in Exhibit A for the City of

Shawnee's Fencing Installation and Repair Services (hereinafter referred to as the "**Project**") pursuant to this Agreement, which is to commence on October 20, 2023 and the expiration date would be June 30, 2024, with the option to renew annually for four (4) years provided the services and prices continue to be acceptable to both parties. Pricing will be reviewed at the beginning of each renewal period. The City may terminate this Agreement at any time, without cause and without penalty, upon forty-eight (48) hours with prior written notice (email notice is effective for termination).

Section 2. Due Diligence

CONTRACTOR shall review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required during the construction of the project, general local conditions and all other matters that may affect the cost and time of the completion of the project. CONTRACTOR will be required to comply with all federal, state, and local laws, rules and regulations applicable to its performance, including those pertaining to the licensing of CONTRACTORS, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq). the City of Shawnee makes no assurances about the above, and therefore, it is CONTRACTOR'S sole responsibility to conduct its own due diligence.

ARTICLE II – WORKMANSHIP

Section 1. Time and Manner of Work.

- (a) CONTRACTOR agrees to commence work on a date mutually agreeable between both parties and in accordance with the Agreement to make all efforts diligently to complete the work in a timely manner and according to the Project schedule of the City of Shawnee, if one exists (otherwise, commercially reasonable standards apply). Time is of the essence and CONTRACTOR will take all reasonable efforts to complete the scope of work in a timely and professional manner.
- (b) **FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, fires, floods, work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, terrorism, epidemic, court judgment, telecommunications or debilitating software failure.

Section 2. Environmental Protection

CONTRACTOR shall perform work in such a manner as to maximize preservation of beauty, conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. CONTRACTOR shall deposit trash in appropriate

containment devices for discard and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways, pastures or fields.

Section 3. Supervision and Inspection

- (a) The City of Shawnee reserves the right to require the removal from the Project of any employee of CONTRACTOR if in the judgment of the City of Shawnee such removal shall be necessary in order to protect the interest of the City of Shawnee and/or the Project. CONTRACTOR shall remove from the work site and shall not allow to return to the work site any employee who in the City of Shawnee's opinion is incompetent, disorderly, abusive, dangerous, insubordinate or who in any way attempts to interfere with the employees of the City of Shawnee or of other contractors, or who the City of Shawnee, at its sole discretion, determines is in the City of Shawnee's best interest to be removed. CONTRACTOR will not be paid for work that is not suitable, appropriate, or up to the correct standards (a determination which is to be made in the City of Shawnee's sole opinion).
- (b) the City of Shawnee reserves the right to inspect all material received, work performed, and services rendered. If any material received, work performed, and services rendered is determined not to be suitable, appropriate, or up to the correct standards (a determination which is to be made in the City of Shawnee's sole opinion), CONTRACTOR will remedy the issue at CONTRACTOR's cost and in a timely (commercially reasonable) fashion.

Section 4. Unsuitable Workmanship

The acceptance of any workmanship by the City of Shawnee shall not preclude the subsequent rejection thereof if such workmanship shall be found to be unsuitable, incorrectly done, and/or not up to the correct standards (state, federal, or otherwise). Workmanship found unsuitable, incorrectly done, and/or not up to the correct standards (state, federal, or otherwise) before and/or after final acceptance of the work shall be remedied by and at the expense of CONTRACTOR. CONTRACTOR shall not be entitled to any payment hereunder so long as any unsuitable workmanship in respect to the Project, of which CONTRACTOR shall have had notice, and was not remedied.

Section 5. Notice.

For a party to provide the legal or financial Notice(s), the parties agree to address notice to the other as provided herein and as may be updated from time to time. Notice to the City of Shawnee is to be sent via fed-ex or UPS mail to Danny Vise, Assistant City Manager, 16 W. 9th Street, Shawnee, OK 74801 with a copy sent by email to the following representatives (an email version of the notice does not constitute formal notice for the

City of Shawnee): Melissa Barclay – melissa.barclay@delsol-consulting.com. Notice to CONTRACTOR shall be sent via fed-ex or UPS to Deep South Fence ,

ARTICLE III – PAYMENT

Section 1. Payments to CONTRACTOR.

- (a) All invoices must be “Approved Invoices” in order to be paid. The City of Shawnee, in its sole discretion, determines whether an invoice is classified as an “Approved Invoice”.
- (b) Invoices should be submitted no less than monthly and the City of Shawnee will make reasonable attempts to pay invoices no later than forty-five (45) days after receipt of Approved Invoices (see Section 1(e) for discussion on “Approved Invoice” process).
- (c) Invoices shall be based upon the completed quantity by the unit rates established in the “Contractor’s Bid Submission” (attached Exhibit C) which unit price is also reflected in the “Schedule of Values – Unit Price Contract” (attached Exhibit B)
- (d) CONTRACTOR shall maintain auditable records to be able to provide timesheet backup for three (3) years.
- (e) Only Approved Invoices will be paid by the City of Shawnee. Approved Invoices are those in which are submitted with sufficient and accurate detail so as to allow the City of Shawnee to file for adequate and complete recovery from any applicable state and/or federal agencies. CONTRACTORS/Consultants will receive a timely notification if an invoice does not qualify as an “Approved Invoice” along with an explanation of deficiencies. It is CONTRACTOR’s responsibility to review/update/edit their invoice and resubmit the corrected invoice for review/approval in the following billing cycle.
- (f) No payment shall be due while CONTRACTOR is in default in respect to any of the provisions of this Agreement and the City of Shawnee may withhold from CONTRACTOR the amount of any claim by a third party against either CONTRACTOR or the City of Shawnee based upon an alleged failure of CONTRACTOR to perform the work hereunder in accordance with the provisions of the Agreement.

Section 2. Compensation.

Compensation for work being performed under this contract will be a not to exceed amount of \$300,000 annually. Article III outlines the agreed upon rates for the services covered by

this Agreement.

ARTICLE IV – PARTICULAR UNDERTAKINGS OF CONTRACTOR

Section 1. Protection to Persons and Property.

- (a) CONTRACTOR shall at all times take all reasonable and commercially acceptable precautions for the safety of its employees, those individuals working on the Project, and of the public, and shall comply with all applicable provisions of Federal, state, and municipal safety laws as well as the safety rules and regulations of the City of Shawnee. The following provision shall not limit the generality of the above requirements:

The Project, from the commencement of Work to completion, or such earlier date or dates when the City of Shawnee transfers physical control to CONTRACTOR in whole or in part as hereinafter provided, shall be under the charge and control of CONTRACTOR. Neither party is liable to the other for consequential damages. Each party is responsible for its own negligence. Each party shall be responsible for the damage it causes to the degree of its own negligence. CONTRACTOR assumes all the risk of loss or damage to CONTRACTOR's equipment in connection with the performance of the Work.

- (i) To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel selected by CONTRACTOR and approved by the City, which approval shall not be unreasonably withheld), protect and hold harmless The City, its owners, directors, officers, agents, representatives, managers, and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, reasonable attorneys' fees, and court costs, and expert or consultants' fees hired by such legal counsel for bodily injury, death or damage to property of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate (directly or indirectly) to any Work performed or services provided under this Agreement (including, without limitation, defects in workmanship or equipment or CONTRACTOR's activities conducted in conjunction with this Agreement (including, without limitation, the negligent and/or willful acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them), in each case except to the extent such Claim or Claims are proximately caused by the negligent and/or willful acts, errors and/or omissions of the City of Shawnee. But nothing herein shall be construed as making CONTRACTOR liable for any injury, death, loss, damage, or destruction proximately caused by someone other than CONTRACTOR, its representatives, subcontractors, employees and other agents.

- (ii) To the maximum extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by the City of Shawnee, which approval shall not be unreasonably withheld), indemnify, and hold harmless the City of Shawnee and the City of Shawnee's directors, officers, and employees from all liens filed or asserted against the City of Shawnee, its directors, officers, and employees, or the City of Shawnee's property or facilities for services performed or equipment furnished by CONTRACTOR, its subcontractors and suppliers of any tier. CONTRACTOR shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify the City of Shawnee promptly when it has done so. If CONTRACTOR does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, the City of Shawnee shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid, from the amount due CONTRACTOR. The City of Shawnee may terminate this Agreement if any lien or claim is instituted by virtue of this Agreement based on CONTRACTOR's actions and/or inactions and CONTRACTOR does not bond or have removed within ten (10) days of CONTRACTOR's receipt of notice of such lien.
- (b) CONTRACTOR shall provide to the City of Shawnee's satisfaction evidence of CONTRACTOR's ability to comply with the indemnification provisions of subparagraphs (i) and (ii) above, which evidence may include but may not be limited to liability insurance policy obtained for this purpose through a licensed surety or insurance company.
- (c) Upon violation by CONTRACTOR of any provisions of this section, after written notice of such violation given to CONTRACTOR by the City of Shawnee, CONTRACTOR shall immediately correct such violation in a reasonable timeframe. Upon failure of CONTRACTOR to do so the City of Shawnee may correct such violation at CONTRACTOR's expense. the City of Shawnee may terminate this Agreement immediately upon failure of CONTRACTOR to correct such violation in a timely manner, but such timely manner shall not be longer than ten (10) days.
- (d) CONTRACTOR shall immediately submit to the City of Shawnee reports in written duplicate of any and all accidents, giving such data as may be prescribed by the City of Shawnee.

Section 2. Insurance.

CONTRACTOR shall take out and maintain throughout the period of this Agreement the following minimum amounts of insurance.

- (a) Worker's compensation as required by law, and employer's liability insurance of at least \$1,000,000 each occurrence and \$1,000,000 aggregate with bodily Injury by disease of at least \$500,000 for each employee. Such policies are to be covering all their employees who perform any of the obligations of CONTRACTOR. If any employer or employee is not subject to worker's compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the worker's compensation laws.
- (b) Public liability insurance covering all operations under the Agreement shall have limits for bodily injury or death of not less than \$1,000,000.00 each occurrence, limits for property damage of not less than \$1,000,000.00 each occurrence, and \$1,000,000.00 aggregate for accidents during the policy period. A single limit of \$1,000,000.00 for bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$500,000.00 per person and \$500,000.00 each occurrence, and property damage limits of \$500,000.00 for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (d) General Liability coverage shall include Premises and operations; explosion; collapse, underground; products and/or completed operations; independent CONTRACTORS blanket contractual liability, personal injury; broad form property damage, if applicable the City of Shawnee shall be named as Additional Insured and a Waiver of Subrogation shall be included on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the City of Shawnee. CONTRACTOR shall furnish the City of Shawnee a certificate evidencing compliance with the foregoing requirements which shall provide not less than thirty (30) days prior written notice to the City of Shawnee of any cancellation or material change in the insurance.

- (e) A copy of the Certificate of Insurance is attached to this Agreement, as Exhibit A.

ARTICLE V – COMPLIANCE WITH FEMA PROCUREMENT AND MISCELLANEOUS.

Section 1. Equal Opportunity Provisions

- (a) During the performance of this Agreement, Contractor agrees to comply with Equal Opportunity laws as modified.

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure the 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 to 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractor will allow reasonable access to its books, records and accounts of the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

(4) In the event of Contractor's noncompliance with the Equal Opportunity Clause of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(5) Contractor will include this Equal Opportunity Clause 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Certificate of Non-segregated Facilities. Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

Section 2. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. The Contract right may not be assigned without mutual written consent of the parties.

Section 3. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

Section 4. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Contractor hereby consents to and waives any objection to venue and jurisdiction in such courts.

Section 5. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible,

the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Section 6. Clean Air Act and Federal Water Pollution Control Act.

Contractor shall comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671A) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Section 7. Debarment and Suspension.

Contractor shall be registered and maintain an active registration throughout the entire period of performance of this contract within the federal System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension.

Sam.gov website is a national database for all recipients of federal funds. The website for SAM system is at www.sam.gov. The Owner will verify contractor eligibility of award of contract.

Section 8. Byrd Anti-Lobbying Amendment and Certification.

Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See attached Byrd Anti-Lobbying Amendment Certification – Exhibit C, Attachment A.

Section 9. Procurement of Recovered Materials.

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Section 10. Contract Work Hours and Safety Standards Act.

Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to

work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Section 11. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Section 12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Section 13. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Section 14. Access to Records.

The following access to records requirements applies to this contract:

- (a) The Contractor agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 15. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by the City of Shawnee prior to occurring or Contractor may not be paid for work performed.

Section 16. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 17. Termination For Cause.

The City of Shawnee shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- (a) The work on the Project is not begun within the time specified as stipulated in this contract.
- (b) The work on the Project is performed with insufficient workmen, equipment, or materials to assure prompt completion (determined at the City of Shawnee's sole determination).
- (c) The Contractor performs unsuitable, neglected, or rejected work, refuses to remove materials (determined at the City of Shawnee's sole determination).
- (d) The Work is discontinued.
- (e) The Work is not completed within the Contract Time or time extension.
- (f) Work is not resumed within a reasonable time after receiving a notice to continue.
- (g) The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) The Contractor allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (i) The Contractor makes an assignment for the benefit of creditors.
- (j) The Work is not performed in an acceptable manner (as determined solely by the City of Shawnee).
- (k) If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment.
- (l) Enter into a new Contract in order to complete the Project on behalf of the City of Shawnee. All costs incurred by the Owner for completing the Project under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be completely liable to pay the City of Shawnee the difference.

Section 18. Termination For Convenience.

The City of Shawnee may, at any time, terminate this Contract or any portion thereof, for the City of Shawnee's convenience, upon providing twenty-four (24) hour written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Contractor be entitled to

payment of overhead and profit on work not performed.

Section 19. Exhibits

The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. If there is a disagreement between the Exhibits and this Agreement, this Agreement prevails.

Section 20. Titles and Headings.

Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For the "Description of Services and Products" are incorporated into this Agreement and made apart hereof".

Section 21. Conflict or Inconsistency.

In the event of any conflict or inconsistency between the terms and provisions of this Addendum and the terms and provisions of the Agreement, contract, instrument, or other agreement between Contractor and the City of Shawnee, the terms and provisions of this Addendum control.

Section 22. Dispute Resolution.

In the event that any dispute, claim or controversy arising out of this Agreement remains unresolved, any party may request non-binding mediation upon written notice to the other party, and such matter will be submitted to a third-party mediator mutually agreeable to the defaulting party and the non-defaulting party within thirty (30) days after such written notice. Such mediation proceedings shall be conducted in Shawnee, Oklahoma. Each party shall be responsible for any fees, costs, and expenses incurred by it in the mediation; provided, however, the mediator's fee shall be borne equally by the parties. In addition to, and not in limitation of, any other confidentiality provisions of this Agreement, all aspects of the mediation shall be treated as confidential. Neither the parties nor the mediators may disclose the existence or results of the mediation, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties in order to afford such other parties a reasonable opportunity to protect their interests. Neither party may commence proceedings before a court of competent jurisdiction or in relation to any dispute arising out of this Agreement unless and until it has pursued mediation in good faith and either (x) the mediation has terminated; or (y) the other party has failed to participate in the mediation (or agree to a mediator); providing always that a party's right to commence proceedings are not prejudiced by a delay. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any state court of competent jurisdiction sitting in Pottawatomie County, Oklahoma, or the United States District Court for Oklahoma, for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance

of this Agreement, waives any objection to the laying of venue of any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum. The prevailing party in any such litigation shall be entitled to its attorneys' fees and expenses from the other party. Notwithstanding the mediation provisions herein, any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

Attached Exhibits

Exhibit A – the City of Shawnee Bid Form, Project Plan and Specifications

Exhibit B – Schedule of Values – Unit Price Contract

Exhibit C – Contractor's Bid Submission

Exhibit C, Attachment A – Byrd Anti-Lobbying Amendment Certification

Exhibit D – Contractor's Insurance Certificate

IN WITNESS WHEREOF, the parties affirm they understand and agree to the terms of this Contract. Furthermore, each attest that the signatory below has been granted the authority by party to represent it and bind the respective party.

City of Shawnee

Owner

BY


The City of Shawnee

Signature

16 W. 9th Steet, Shawnee, OK 74801

Date 10/25/23

Deep South Fence

Contractor

BY


Deep South Fence

Signature

(Address)

Date 10-27-23

City of Shawnee, Oklahoma

B2023-806 Fencing Installation and Repair Services

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: 5% of \$294,363.00
_____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Deep South Fencing
Company Submitting Bid

15608 Walker Rd
Address

Shawnee OK 74801
City State Zip

405 740 6308
Phone Number

N/A
Fax Number

DeepSouthFence2016@outlook.com www.DeepSouthFence.com
Email Web Address

Adam Wehrer
Authorized Person Submitting Sealed Bid (Print)

owner
Title

[Signature]
Signature

10/5/23
Date

Attest

Corporate Seal (If Applicable)

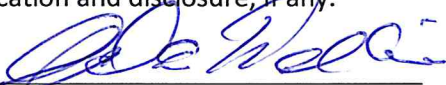
Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, Deep South Fencing, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Contractor's Authorized Official

Date

10-5-23

ADAM Welliver / owner
Name & title of Contractor's Authorized Official

Exhibit B: Cost Proposal
B2023-809 Fencing Installation and Repair Services

Package 1: Shawnee Regional Airport Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	4364	✓ 3.00	\$ 13,092.00
Site preparation	LS	1		\$ 150.00
72" Height Chain Link Fencing with 3 stranded barbed wire	LF	4364	24.00	\$ 104,736.00
Package 2: Police Shooting Range Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	780	3.00	\$ 2340.00
Site preparation	LS	1		\$ 500.00
72" Height Chain Link Fencing with 3 stranded barbed wire	LF	780	24.00	\$ 18,720.00
Package 3: Public Works Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	250	2.00	\$ 500.00
Site preparation	LS	1		\$ 200.00
72" Height Chain Link Fencing	LF	250	22.00	\$ 5,500.00
Package 4: Heart of Oklahoma Expo Center Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	3000	3.00	\$ 9,000.00
Site preparation	LS	1		\$ 500.00
72" Height PVC Coated Chain Link Fencing		1500	23.00	\$ 34,500.00
72" Height Chain Link Fencing	LF	1500	22.00	\$ 33,000.00
Package 5: Airport Rental Property Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	1570	3.00	\$ 4,710.00
Site preparation	LS	1		\$ 500.00
72" Height Chain Link Fencing	LF	1570	22.00	\$ 34,540.00
Package 6: I-40 Fence Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	1750	3.00	\$ 5,250.00
Site preparation	LS	1		\$ 500.00
48" White Vinyl Standard 3 (Ranch Rail) Rail Fence	LF	1750	16.50	\$ 28,875.00

Package 7: Misc. Services and Projects Package				
Description	Unit	Est. Qty	Unit Price	Total Price
Demo, remove, and dispose of all existing fencing and related debris	LF	1	\$2.00	
Site preparation	HR	1	\$75.00	
Labor for repair of existing usable fence	HR	1	\$75.00	
48" Height Chain Link Fence	LF	1	\$18.00	
60" Height Chain Link Fence	LF	1	\$18.50	
60" Height Chain Link Fence w/ 3 Stranded Barbed Wire	LF	1	\$19.00	
72" Height Chain Link Fence	LF	1	\$22.50	
72" Height Chain Link Fence w/ 3 Stranded Barbed Wire	LF	1	\$24.00	
48" Height PVC Coated Chain Link Fence	LF	1	\$21.00	
60" Height PVC Coated Chain Link Fence	LF	1	\$22.00	
72" Height PVC Coated Chain Link Fence	LF	1	\$23.00	
3 Stranded Barbed Wire	LF	1	\$2.00	
Labor for any work not otherwise specified including labor to: repair existing fencing, repair existing gates, install new gates, and other similar services	HR	1	\$75.00	
Mark-up for parts not covered in existing line items, including but not limited to: gates, gate openers, and other associated items	%		40%	

Unit price for all items shall include all labor, equipment, and material necessary for the installation of the specified product or service.

All quantities are estimates only. Actual quantities will be determined prior to any task order for work to be performed. Additional projects yet to be identified will be priced based on the pricing from Package 7. Additional repairs needed for any package will be based on the pricing from that package and where a line item does not exist in that package, from Package 7.

Attachment C – Addendum Acknowledgement Form

City of Shawnee B2023-80
Fencing Installation and Repair Services

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: *Deep South Fencing* FEIN: *527 27 2910*

Authorized Signature: *[Signature]* Date: *10/31/23*

Printed Name: *ADAM Welliver* Title: *Owner*

Attachment D – References

City of Shawnee B2023-807

Fencing Installation and Repair Services

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar to those specified herein in the last five (5) years. Include all information available:

Seminole Housing Authority Larry 405-380-7560 N/A

Company Name	Contact Name	Contact Number	Contact Email
Seminole Housing Authority	Larry	405-380-7560	N/A

City of Seminole Curtis 405-990-9550 N/A

Company Name	Contact Name	Contact Number	Contact Email
City of Seminole	Curtis	405-990-9550	N/A

ASHA Bob 405-615-4180 N/A

Company Name	Contact Name	Contact Number	Contact Email
ASHA	Bob	405-615-4180	N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CARPENTER INSURANCE AGENCY 319 W Main Stroud OK 74079		CONTACT NAME: Tracy Murfin PHONE (A/C, No, Ext): (918) 968-2532 FAX (A/C, No): (918) 968-3839 E-MAIL ADDRESS: tmurfin@carpenteragency.com																						
INSURED DEEP SOUTH FENCING AND SPECIALITIES 15608 WALKER RD SHAWNEE OK 74801-3400		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Grain Dealers Mutual Insurance Company</td><td>22098</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Grain Dealers Mutual Insurance Company	22098	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2381509428 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MPG9874W	08/08/2023	08/08/2024	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 500,000	
			MED EXP (Any one person)				\$ 10,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE	\$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PRSVS	\$ 5,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of Shawnee
16 W 9th Street

Shawnee

OK 74801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	LEGRV	LEGRV		
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	IDRC	IDRC		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	GDAT	GDAT		
Limit 1 12,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Empl Practices Liab Ins	EPLI		
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount 5,000	Deductible Type Flat
				Premium \$22.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Data Compromise	DATAAC		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium \$43.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Defense Cost	DEFECO		
Limit 1 12,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Interior Sprinkler Credit	CRIS		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	GDAL	GDAL		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	NMALW	NMALW		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	FITRV	FITRV		
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	NMLW3	NMLW3		
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

OFADTLCV

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ADDITIONAL COVERAGES

Ref #	Description Individual Risk Mod Prem	Coverage Code IRPM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES

This Contract for Disaster Debris Removal Services entered into on this 9 day of June, 2023 (hereafter “Contract” or Agreement”), by and between the City of Shawnee (hereafter “Government”), represented herein by authorized representative below, and DRC Emergency Services, LLC (hereafter “DRC” or “Contractor”), represented herein by authorized representative below.

WITNESSETH that Contractor and Government, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the Contract Documents defined below.

CONTRACT TERM: The initial term of this Contract shall be from June 9, 2023 through June 30, 2024, with additional renewal options of one year terms for up to two additional terms.

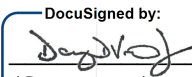
CONTRACT DOCUMENTS: The Contract Documents shall consist of the:

- (a) The Government Request for Proposal or other solicitation and all documents referenced therein;
- (b) The FEMA Contract Clauses attached hereto as Exhibit “A”;
- (c) Contractor Certification Regarding Lobbying attached hereto as Exhibit “B”;
- and,
- (d) Contractor’s Proposal submitted in response to the Government’s Request for Proposal or other solicitation.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

THUS DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby.

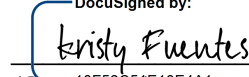
City of Shawnee, Oklahoma

DocuSigned by:

(Signature)

Danny Vise
(Print Name)

Assistant City Manager
(Title)

DRC EMERGENCY SERVICES, LLC

DocuSigned by:

(Signature)

Kristy Fuentes
(Print Name)

Vice President
(Title)

EXHIBIT “A”

For purposes of the provisions below, the City of Shawnee, shall be referenced as “GOVERNMENT” and DRC Emergency Services, LLC shall be referenced as “CONTRACTOR.”

(A) REMEDIES (2 CFR §200.327 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.327 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and

services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.327 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose 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 this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.327 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.327 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.327 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.327 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. DEBARMENT AND SUSPENSION (2 CFR §200.327 Appendix II to Part 200 (I))

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.327 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

J. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.327 Appendix II to Part 200 (K) and 2 CFR §200.323)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 CFR §200.327 Appendix II to Part 200 (K) and 2 CFR §200.216)

(a) Contactor shall not enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall

prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 CFR §200.327 Appendix II to Part 200 (K) and 2 CFR §200.322)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

N. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

O. CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under the resulting contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

P. SAFE WORK ENVIRONMENT

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Village, County, State, and/or Federal Government. The Contractor shall ensure that its subcontracts contain similar safety provisions.

Q. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund any resulting agreement. The Contractor will comply with all applicable federal laws, regulations, Executive Orders, including policies, procedures, and directives.

R. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to any resultant agreement.

S. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

T. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under

the AGREEMENT, the CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

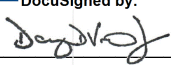
U. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

V. REMEDIES

Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the Government incurs damages as a result of Contractor's breach, the Government may pursue recovery of such damages from Contractor. The Government further retains the right to seek specific performance of the Contract at any time as authorized by law. The Government further retains the right to otherwise pursue any remedies available to the Government as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies.

GOVERNMENT:
City of Shawnee

DocuSigned by:

80C89800F4E2499...

CONTRACTOR:
DRC EMERGENCY SERVICES, LLC

DocuSigned by:

18F52C51E18E4A1...
Kristy Fuentes, Vice President

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

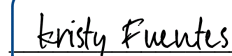
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DRC EMERGENCY SERVICES, LLC

DocuSigned by:



KRISTY FUENTES, VICE-PRESIDENT

Date: June 30, 2023

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 9th day of June, 2023 (the “Effective Date”).

WHEREAS, on April 27, 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 4 of the Agreement states that this contract will last approximately **30 days** and can be extended in 30 day increments pursuant to mutually agreeable written terms. The parties have already agreed to extend the term of the Agreement for an additional 30 days, which shall be from the extension effective date to June 19, 2023.

2. 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 **\$1,000,000.00** (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.

3. The Agreement, as herein amended, remains in full force and effect in accordance with its terms.

4. 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

DocuSigned by:
By: Brooks Wallace
280DEB504487459...
Brooks Wallace, President

CITY OF SHAWNEE, OKLAHOMA

DocuSigned by:
By: Danny Vise
80C89800F4E2499...
Andrea Weckmueller-Behringer, City Manager
Danny Vise, Assistant City Manager

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the 9th day of June, 2023 (the “Effective Date”), by and between SHAWNEE, OKLAHOMA (the “City” or “Applicant”) and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on June 6, 2024 subject to the provisions of Paragraphs 5 and 6 (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall continue for two (2) one-year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt

by such party of written notice of such breach or failure specifying the nature of the breach or failure. The City or Contractor may terminate this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the City shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the City shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The City understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the City. As such, the City designates the below listed individuals as City representatives authorized to issue Directives to Contractor on the City's behalf. In the event any additional City representatives are designated for this Project, the City shall promptly notify Contractor of such designation(s) in writing.

Owner-designated representative: Rachelle Erickson, EM Director at rachelle.erickson@shawneeok.org

6. 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 **\$500,000.00** (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.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or

otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, “Confidential Information”). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City’s employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City’s employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a “Dispute”), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an “Authorized Representative”), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party’s Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the “Mediation Period”). The mediation shall be conducted in Shawnee, Oklahoma by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in

equity that may be available. Any disputes shall be brought in the Circuit Court of Pottawatomie County, Oklahoma.

11. Relationship with Debris Removal Contractor. The City acknowledges and understands that the Contractor's relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor. The City further acknowledges that the Contractor does not direct the operations of the debris removal contractor nor does the Contractor have any control over the acts or operations of the debris removal contractor.

12. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the City, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City. A certificate of insurance shall be provided by its producing agent to the City prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

13. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

14. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

15. Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

16. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

17. Federal Water Pollution Control Act (Clean Water Act). Where applicable, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

18. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

20. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) 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 advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Access to Records. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

24. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

25. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

27. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

29. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

30. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

32. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

33. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:

City of Shawnee, Oklahoma
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, Oklahoma 74801

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

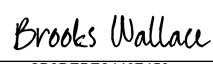
IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

CITY OF SHAWNEE, OKLAHOMA

DocuSigned by:
By: 
2B0DEBE04487459
Brooks R. Wallace, Manager

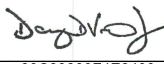
DocuSigned by:
By: 
80C89800F4E2499
Andrea Weckmueller-Behringer, City Manager
Danny Vise, Assistant City Manager

EXHIBIT A

SCOPE OF SERVICES

1. BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City, other services may include, but not be limited to, facilitating communication with FEMA, FHWA, the State of Oklahoma, and other agencies as required, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

2. SCOPE FOR DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, and other areas designated as eligible by the City. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review, and recommendations of Request for Proposals and/or Bids for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Providing support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors daily.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. Utilizing an Electronic Ticketing System – The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real-time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation at no additional cost if requested by the City. The System shall also be capable of providing a real-time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.

- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.
- o. Debris monitor's roles include:
 - x. Measure and certify truck capacities (recertify on a regular basis)
 - xi. Complete and physically control load tickets.
 - xii. Validate hazardous trees, including hangers, leaners, and stumps.
 - xiii. Ensure that trucks are accurately credited for their load.
 - xiv. Ensure that trucks are not artificially loaded to maximize reimbursement.
 - xv. Ensure that hazardous waste is not mixed in with hands.
 - xvi. Ensure that all debris is removed from trucks at the debris management site.
 - xvii. Report to project manager if improper equipment is mobilized and used.
 - xviii. Report to project manager if contractor personnel safety standards are not followed.
 - xix. Report to project manager if general public safety standards are not followed.
 - xx. Report to project manager if completion schedules are not on target.
 - xxi. Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible.
 - xxii. Monitor site development and restoration of the debris management site.
 - xxiii. Ensure daily loads meet permit requirements.
 - xxiv. Report to project manager if debris removal work does not comply with all local ordinances as well as state and federal regulations.

EXHIBIT B PAYMENT SCHEDULE

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not exceeding the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate. Cost proposal may be provided on an additional sheet provided each position is accounted for.

Disaster Debris Monitoring Services

<u>Positions</u>	<u>Hourly Rates</u>
Principal	\$ <u>68.00</u>
Project Manager	\$ <u>68.00</u>
Operations Manager	\$ <u>57.00</u>
Field Supervisors	\$ <u>47.00</u>
Load Site Monitors	\$ <u>34.00</u>
Debris Site/Tower Monitors	\$ <u>34.00</u>
Grant Management Clerical	\$40.00
Grant Management Consultant	\$95.00
Grant Management Project Specialist	\$75.00

DebrisTech device rates are included int the provided rates.

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of June, 16, 2023.

DebrisTech, LLC

DocuSigned by:

Brooks Wallace

2B0DEBE04487459...

Brooks Wallace, President

DocuSigned by:

Debra McCormick

764631C08716486...

ATTEST:

Notary

EXHIBIT D
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Brooks Wallace

2B0DEBEC4487459...

Brooks Wallace, President

6/16/2023

Date

LEASE AGREEMENT

THIS LEASE made this 7th day of May, 1990, between the City of Shawnee, Oklahoma, hereinafter called the "Lessor" and the Board of County Commissioners, of Pottawatomie County, State of Oklahoma, hereinafter called the "Lessee", WITNESSETH:

1. Lessor leases to Lessee the premises in the City of Shawnee, Pottawatomie County, State of Oklahoma, known as the Carnegie Library Building and described as follows:

A tract being a part of Woodland park in the City of Shawnee, described as beginning at a point 724.97 feet S88°22'30"W and 523.4 feet S00°51'52"E of the NE/Corner of the NW/4 of Section 10, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N89°22'46"E a distance of 270.0 feet; thence S00°51'52"E a distance of 100.0 feet; thence S89°22'46"W a distance of 270.0 feet; thence N00°51'52"W a distance of 100.0 feet to the point of beginning, containing 0.62 acres more or less.

TERM

To have and to hold the premises for the term of Ninety-nine (99) years from the 7th day of May, 1990.

RENT

Lessee agrees to pay the Lessor as rent for the premises the sum of One Dollar (\$1.00) yearly, payable in advance at the Office of the City Clerk, City Hall, Shawnee, Oklahoma, on the anniversary date of this agreement each and every year during the said Term. The first payment to be made on the 7th day of May, 1990.

TAXES

Lessee shall pay and discharge all future and existing taxes, assessments, duties, impositions and burdens assessed, charged and imposed upon the premises or any erections thereon or upon the owner or occupier in respect thereof, and shall deliver to the Lessor, promptly, proper and sufficient receipts and other evidence for the payment and discharge of the same, should any be due.

LIENS OR ENCUMBRANCES

Lessee shall not suffer the premises or any erection or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever; and shall indemnify Lessor against all such liens, charges, or encumbrances. It being expressly agreed that Lessee shall have no authority, expressed or implied, to create any lien, charge or encumbrance upon the premises for the improvements thereon.

ASSIGNMENTS

Lessee shall not assign this lease or sublet the leased premises or any part thereof without Lessor's written consent.

INSURANCE

Lessee shall keep the buildings and improvements upon the premises insured under an extended coverage policy against loss or damage by fire, tornado or other causes for their full insurable value and shall furnish Lessor with a complete list of all such insurance, shall pay all the premiums necessary for those purposes immediately as they become due and deliver to Lessor immediately the receipts therefor; shall make all insurance payable to Lessor; and shall deliver to Lessor proof that said insurance is in full force and effect, provided that if Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to affect or maintain such insurance and any monies expended by them for that purpose shall be repayable by Lessee on demand.

DAMAGE AND DESTRUCTION

In the event of damage or destruction by fire or otherwise, Lessee shall repair, restore or rebuild the buildings and improvements on the premises in accordance with plans and specifications to be approved by Lessor, with all reasonable dispatch; and in any event, within twenty-four (24) months from the time of such damage or destruction; provided that in case of any such damage or destruction Lessor shall apply any insurance money recovered by it to such repair, restoration or rebuilding under plans or specifications approved by Lessor; and provided further that all insurance money recovered and not paid to Lessor shall first be so applied; and provided also that in the event Lessee shall not repair, restore or rebuild within twenty-four (24) months, then such insurance money recovered by Lessor shall be retained by it as liquidated damages for the breach of Lessee's covenant to repair, restore or rebuild.

REPAIRS

Lessee shall keep any improvements and all other buildings and erections which may at any time, during the said term, be erected upon the premises, or now in existence upon the said premises, and the drains and appurtenances in good repair and condition.

ALTERATIONS

Lessee shall not make any alteration in the external elevation of architectural design of the buildings on the premises; or injure or remove any of the principle walls or timbers thereof without the consent in writing of Lessor. However, Lessee shall have the authority to make any repairs, improvements or remodeling, including the removal or destruction of interior walls, necessary to provide appropriate working space for any of Lessee's lawful purposes, duties or functions.

NEW BUILDINGS

Lessee shall not erect or permit to be erected, on the premises, any new buildings or additions to the buildings except in accordance with the plans and specifications approved by Lessor.

LESSOR TO ENTER

Lessee shall permit Lessor and its agents, at all reasonable times, to enter upon the premises and view the conditions of the premises and buildings.

UNLAWFUL USE

Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force.

INDEMNITY

Lessee shall indemnify Lessor, its officers, agents, servants and employees, against all costs and expenses including counsel fees lawfully and reasonably incurred in or about the premises or in the defense of any action or proceedings, or in discharging the premises from any charge, lien or encumbrance or in obtaining possession after default of Lessee or the termination of this lease agreement.

SURRENDER

At the termination of this lease, Lessee shall surrender the premises with all buildings and improvements erected thereon and additions thereto, and all fixtures affixed thereto, in such repair and condition as shall be in accordance with covenants herein contained.

QUIET POSSESSION

Lessor shall warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the said term.

LESSEE ASSIGNING SHALL BE DISCHARGED

Upon any assignment of this lease by way of sale made by Lessee in conformity with the terms of this lease, Lessee making such assignment shall be free from all further obligations hereunder.

RE-ENTRY

It is expressly agreed that if the rent shall be unpaid for one (1) year after becoming payable, whether formally demanded or not, or any covenant on Lessee's part shall not be performed or observed, then it shall be lawful for Lessor at any time to re-enter upon the premises and thereupon this lease shall terminate, but without prejudice to the rights of action of Lessor in respect to any of Lessee's covenants. No waiver by Lessor of any covenant shall be a waiver of any succeeding breach of the same covenant.

MAINTENANCE

Lessee shall keep and maintain the building, grounds and appurtenances in a clean, safe and sanitary condition and in good operating condition and shall deliver the same to Lessor at the expiration of the lease in as good condition as when received, ordinary wear and tear excepted.

REPRESENTATIVES BOUND

It is agreed that the covenants, stipulations and conditions herein contained shall inure to the benefit of, and shall be binding upon Lessor, its successors and assigns, and upon Lessee and its successors and assigns.

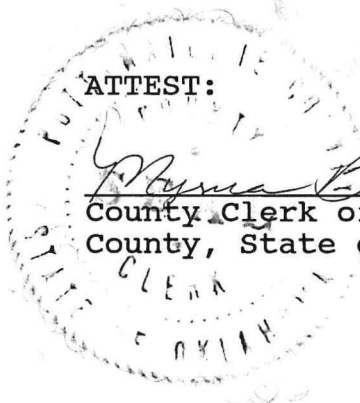
IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA


County Commissioner


County Commissioner

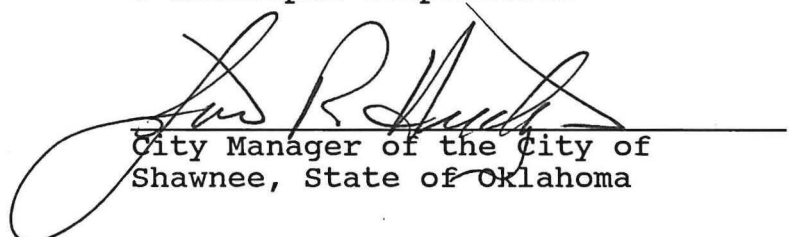

County Commissioner



ATTEST:


County Clerk of Pottawatomie
County, State of Oklahoma

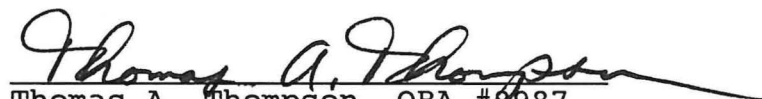
CITY OF SHAWNEE, OKLAHOMA,
a municipal corporation


City Manager of the City of
Shawnee, State of Oklahoma

ATTEST:


City Clerk of the City of
Shawnee, State of Oklahoma

APPROVED AS TO FORM:

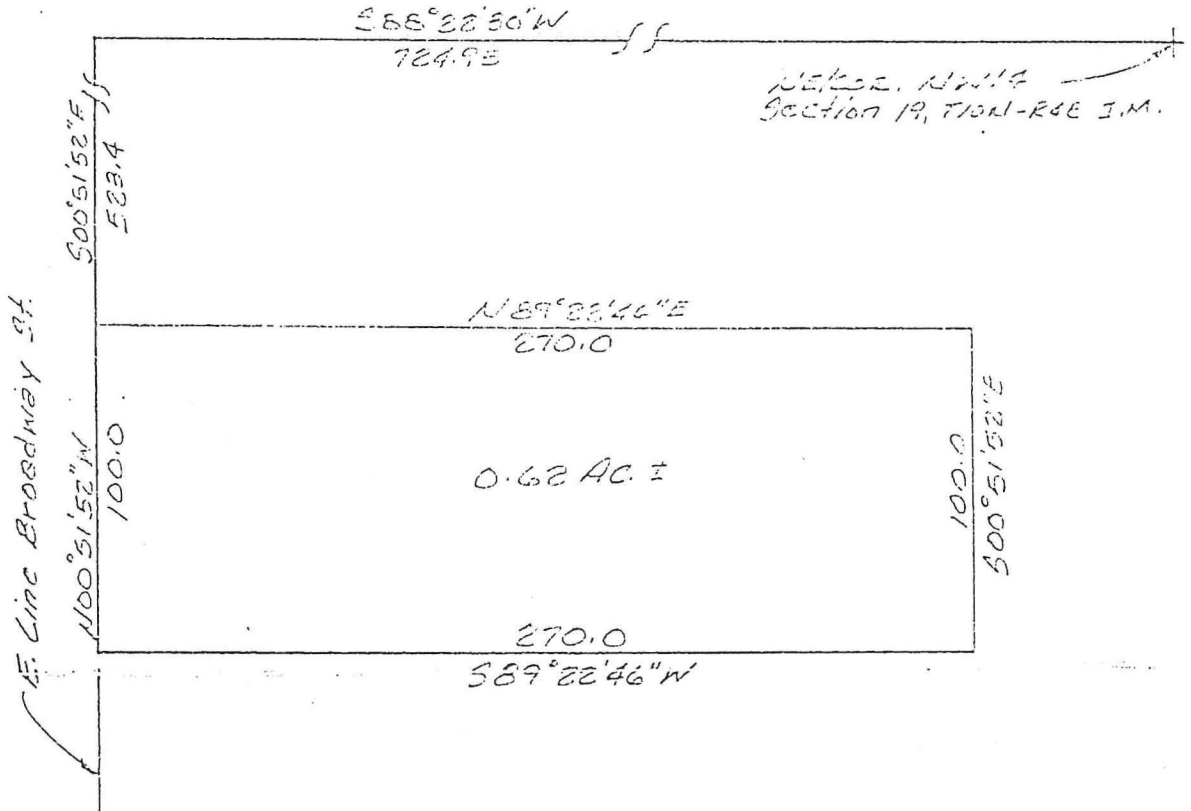

Thomas A. Thompson, OBA #8987
Attorney for the Board of County
Commissioners of Pottawatomie
County, Oklahoma


C. Brad Henry, OBA #12698
Attorney for the City of Shawnee,
Oklahoma

STACY SURVEYING

4220 NORTH HARRISON • (405) 275-5755
SHAWNEE, OKLAHOMA 74801

Scale 1"=60'

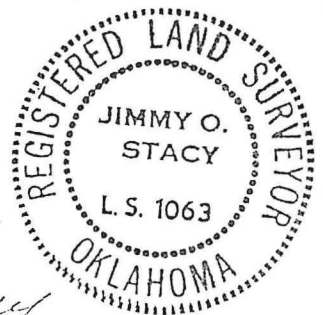


3/14/90
J.O. #1988
Board of Commissioners
Pottawatomie County, Okla.

A tract being a part of Woodland Park in the City of Shawnee, described as beginning at a point 724.97 feet S88°22'30"W and 523.4 feet S00°51'52"E of the NE/Corner of the NW/4 of Section 19, T10N, R4E of the Indian Meridian, Pottawatomie County, Oklahoma; thence N89°22'46"E a distance of 270.0 feet; thence S00°51'52"E a distance of 100.0 feet; thence S89°22'46"W a distance of 270.0 feet; thence N00°51'52"W a distance of 100.0 feet to the point of beginning, containing 0.62 acres more or less.

Carnegie
Library

Jimmy O. Stacy
Jimmy O. Stacy L.S. #1063



LAND, CONSTRUCTION AND LOAN SURVEYING

CHARLES T. HENRY INC. & ASSOCIATES

ATTORNEYS AND COUNSELORS AT LAW

HENRY BUILDING

45TH AT BRYAN

SHAWNEE, OKLAHOMA 74801

CHARLES T. HENRY
BARNEY K. BARNETT
C. BRAD HENRY

TELEPHONE
405-275-0039

MAILING ADDRESS
4419 NORTH BRYAN

May 11, 1990

HAND DELIVERED

Mr. Thomas A. Thompson
Lewis & Thompson
1 West 10th Street
Shawnee, Oklahoma 74801

Re: Lease of Carnegie Library Building

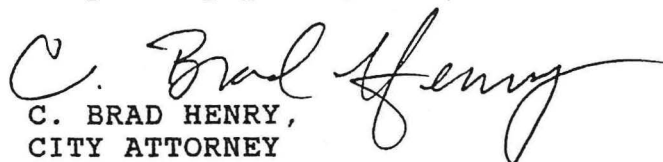
Dear Tom:

Enclosed is an executed original of the Lease Agreement between the City of Shawnee and the Board of County Commissioners of Pottawatomie County concerning the Carnegie Library Building. Please forward the Lease Agreement to the County Commissioners.

Also, pursuant to the Insurance provision of the Lease Agreement, please deliver to the City Clerk at your earliest convenience a certificate of insurance or copies of the insurance policy and all receipts therefor which evidence that an extended coverage insurance policy is in full force and effect and that the proceeds of such insurance policy are payable to the City of Shawnee. Please also deliver the first rental payment to the City Clerk.

As always, I have enjoyed working with you on this project. Please do not hesitate to contact me anytime if you have any questions concerning this matter or any other matters.

Very truly yours,


C. BRAD HENRY,
CITY ATTORNEY
CITY OF SHAWNEE

CBH:lr
Enclosure
cc: James R. Hudgens
Clara Hurst ✓



Proclamation

“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

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

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

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

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

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

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 19th day of June, 2024, to

“Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood”

In the City of Shawnee, Oklahoma
Dated this 17th day of June, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.

Background: On May 20, 2024, the proposed Capital Improvement Plan (CIP) for Fiscal Years 2025 through 2029 was the subject of a formal public hearing during its presentation to the City of Shawnee Board of Commissioners.

Prepared in accordance with the City of Shawnee's CIP policy adopted on December 19, 2022, City staff is requesting that the City Commission consider the approval of a resolution to adopt the Five-year Capital Improvement Plan for Fiscal Years 2025 through 2029 for the City of Shawnee.

Financial Impact: (Refer to attached FY 2025 through 2029 CIP Book)

Attachments: ShawneeOkCIP25-29, Resolution Adopting the FY25-29 CIP Plan

Staff Recommendation: Approval of the item



Capital Improvement Plan

Fiscal Years 2025-2029

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May 20, 2024

Honorable Mayor, City Commissioners, and Fellow Residents of the City of Shawnee:

Following months of preparation and cross-departmental teamwork, I am pleased to present to you the comprehensive Fiscal Year 2025-2029 Capital Improvement Plan.

On December 19, 2022, the City of Shawnee Board of Commissioners approved a resolution setting forth a Capital Improvement Plan (CIP) policy. This CIP policy is specifically designed to guide long-term capital improvement planning for the City of Shawnee, and it was written to support the following important activities:

- Alignment with overall City goals and objectives regarding the physical and economic development of the community,
- Preservation and renewal of City assets in support of core services,
- Consistent decision-making related to capital improvements,
- Promotion of financial stability and long-term financial capacity to meet capital improvement needs, and
- Effective communication of the City's priorities to the community at large.

Guided by the CIP policy, City staff developed an updated comprehensive Capital Improvement Plan that covers Fiscal Years 2025 through 2029 in detail, as well as provides an early snapshot of the subsequent five years - Fiscal Years 2030 through 2034.

All capital improvements included in the coming fiscal year have also been incorporated into the proposed Fiscal Year 2024-2025 Operating Budget. The attached CIP document provides a high-level overview of each capital project that was selected for inclusion. Additional project details can be obtained from the City's Capital Improvement Plan 2025-2029 Dashboard:

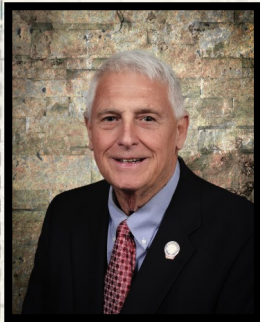
<https://cityofshawneeok.maps.arcgis.com/apps/dashboards/d1f571c818ea499093b26f41f0a8b4e7> or bit.ly/ShawneeCIP

As part of the Fiscal Year 2024-2025 Budget, the CIP makes strategic investments in the City's assets and our community's built environment. Prepared and ready, we now look forward to a successful year, full of meaningful activities and projects, and strategic renewal.

Sincerely,



Andrea Weckmueller-Behringer, AICP, GISP, RAS
City Manager



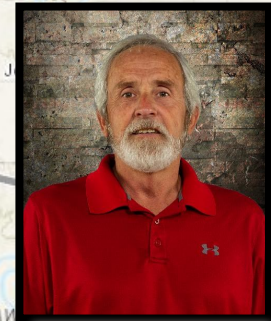
Ed Bolt
Mayor



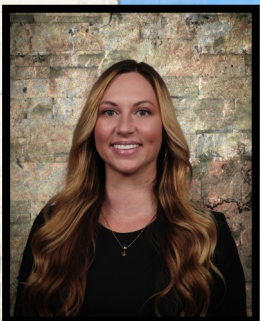
Lauren Richter
Commissioner
Ward 6



Daniel Matthews
Commissioner
Ward 1



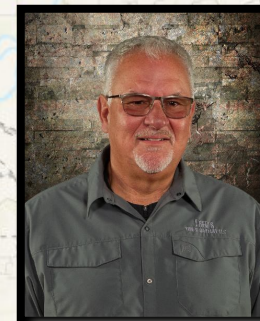
Mark Sehorn
Commissioner
Ward 5



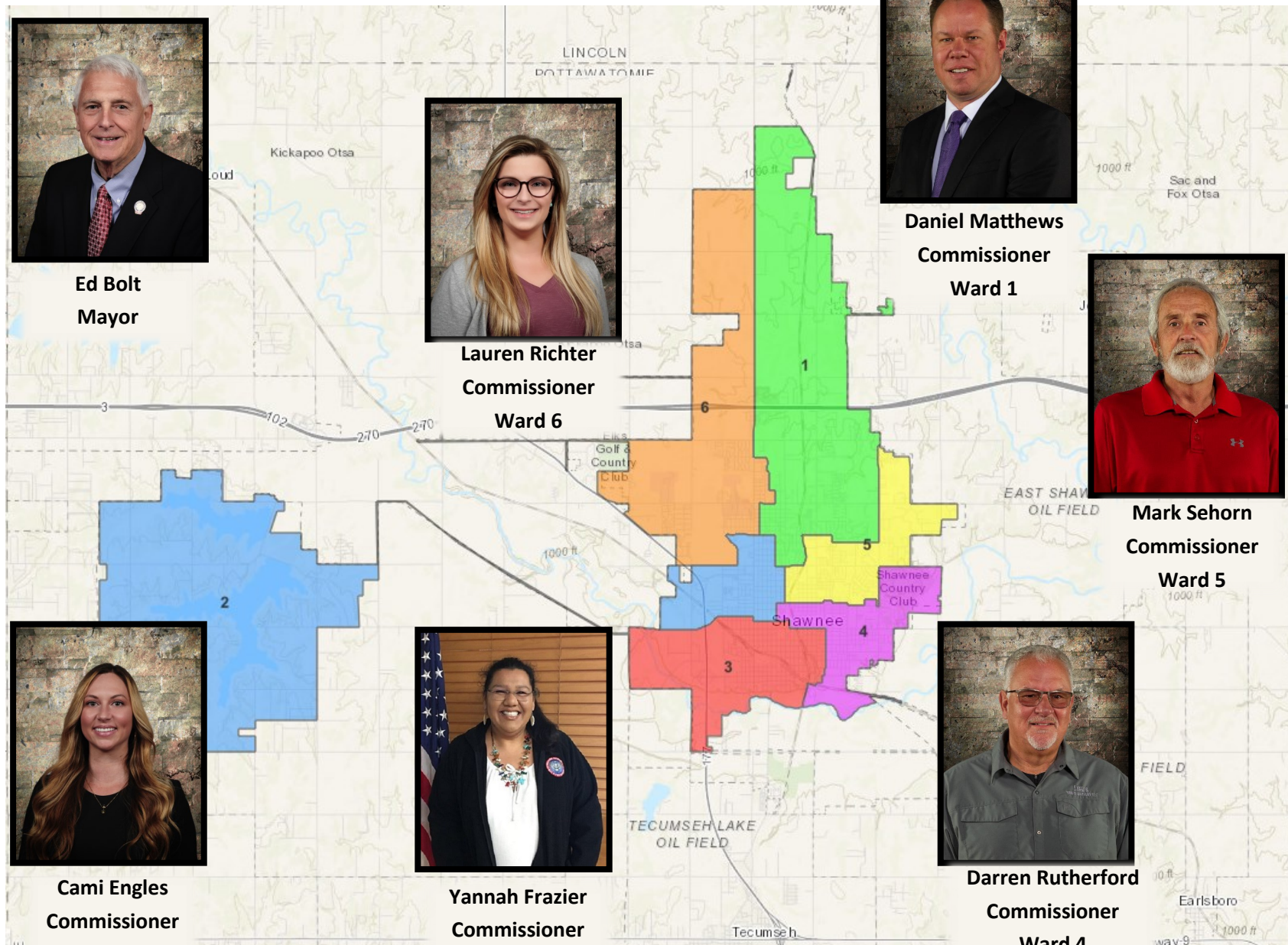
Cami Engles
Commissioner
Ward 2



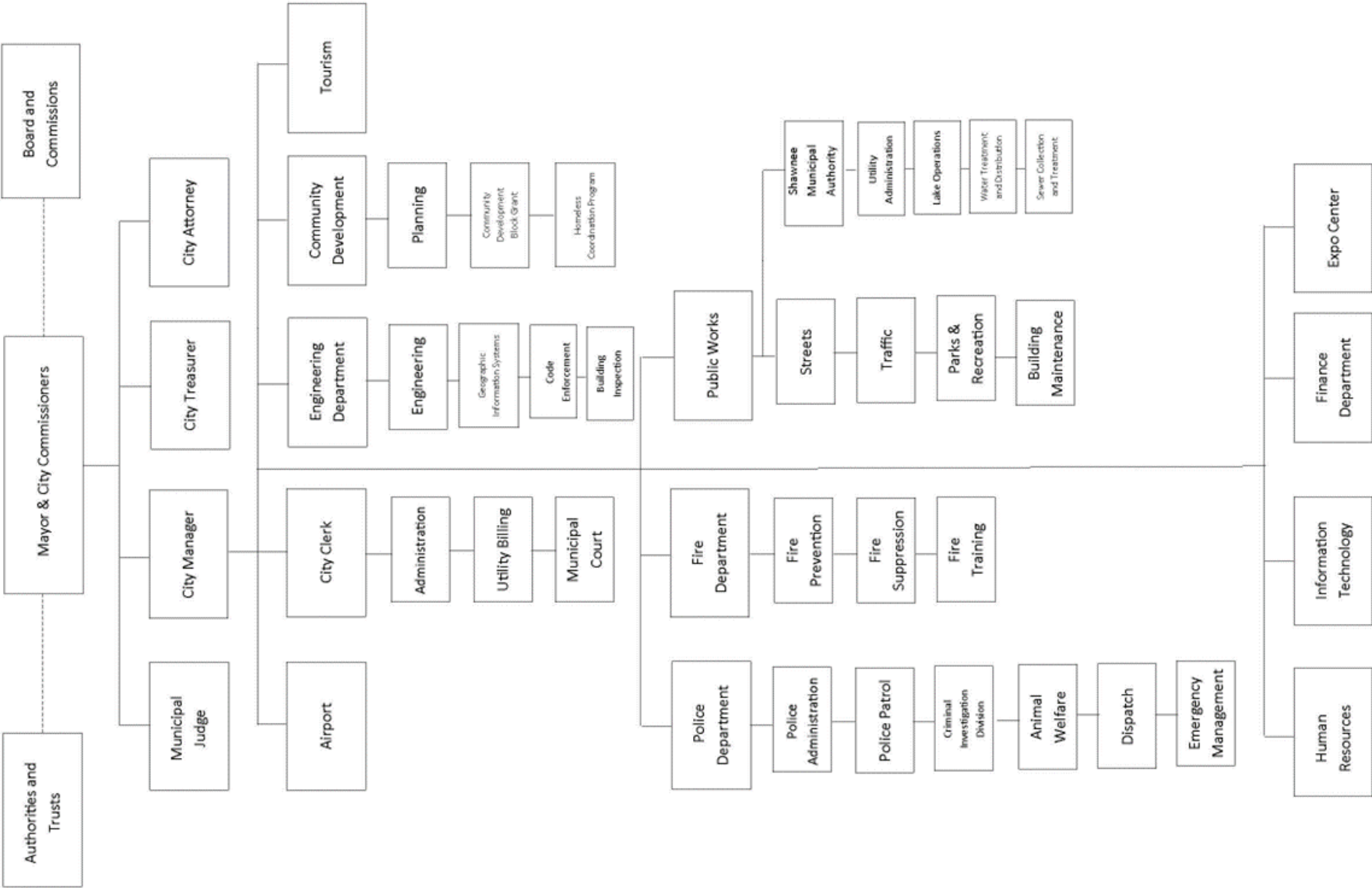
Yannah Frazier
Commissioner
Ward 3



Darren Rutherford
Commissioner
Ward 4



City of Shawnee Organization Chart



ABOUT SHAWNEE

General Information

The City of Shawnee is a vibrant and growing community that strives to maintain its rich history, cultural diversity, and family-oriented appeal, while continually adapting to the evolving needs of its citizens. The City strives to provide exceptional amenities to its growing population, and endeavors to embody what a great community should be – family-friendly, welcoming, informed, invested, and responsible.



Shawnee is located 35 miles east of Oklahoma City and has a population of almost 32,000. The City serves as a regional hub for the surrounding communities and is the county seat for Pottawatomie County, which has a population of approximately 72,000.

Incorporated in 1894, the City of Shawnee adopted its first Charter in 1908 to establish the basic structure of the City's organization, powers, function, and essential procedures. Since 1930, Shawnee has operated under a managerial form of government. The City Board of Commissioners passes all ordinances, appoints the City Attorney, City Judge and City Treasurer, and also appoints a City Manager. The City Manager is responsible for overseeing the day-to-day operations of the government, implementing policy established by the City Commission, and appointing the heads of the various departments. The City Commission is purely representative in form, and its power is derived directly from the people.

History

Shawnee has a long and rich history of settlement, development, and expansion. Since its initial conception, Shawnee has frequently been a center of industrial progress that fueled its development and expansion. Along the way, many familiar and historic places in Shawnee were built. A great number of these historic buildings, thoroughfares, and features still exist as sources of pride and benchmarks for the opportunities and possibilities that Shawnee is capable of. We are building upon a legacy, not building over it.

The area surrounding Shawnee was settled after the Civil War by a number of tribes that the federal government had removed to Indian Territory. The Sac and Fox were originally deeded land in the immediate area but were soon followed by the Kickapoo, Shawnee, and Potawatomi Indians. Members of the tribes continue to reside today in and around Shawnee. It was opened to settlement in the Land Run of September 22, 1891.



West Main Street

ABOUT SHAWNEE (cont.)

The quarter section of land on which the original city was built was entered by Henry G. Beard, in 1892. Mr. Beard entered into an agreement with the promoters of the Choctaw, Oklahoma & Gulf Railroad Company, to build through his farm, and in consideration he gave the railway company one-half his claim of one hundred and sixty acres. The railroad was accordingly built through his farm, and the City of Shawnee began its existence as a thriving, growing, and expanding commercial center when the first train arrived.

West Main Street is an excellent example of many Main Street communities that emerged in the late 19th century as part of the westward movement. Choosing not to organize its activity around a central square, as did many towns in New England, the South, and upper-Midwest, Shawnee represents a distinctly western model of urban development. Depending on railroad lines for its economic health, Shawnee's Main Street became the focal point for commercial, manufacturing, and entertainment activity beginning in 1895. Shawnee's early economic success was developed around the railroad industry. The Santa Fe Train Depot (still extant), with its unique architecture, serves as a visible reminder of the City's dependence on the train.





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Capital Improvement Plan Policy

City of Shawnee

Capital Improvement Plan Policy

1. Purpose

In order to promote consistency and continuity in decision making related to capital improvement planning and to set the general parameters within which capital spending decisions are made, the following policy is established for the City's Capital Improvement Plan (CIP). As a matter of general policy, the goals of the CIP are to:

- A. Consistently make decisions related to capital improvement aligned with overall City goals and objectives regarding the physical and economic development of the community, asset management, and the provision of public services.
- B. Promote financial stability and focus attention on the City's long-term financial capacity to meet capital needs.
- C. Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

2. Definitions

Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City's infrastructure, facilities, and capital investments. The CIP should also address the City Commission's priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning. [*Resolution 6652 – March 7, 2022*]

Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of "non-recurring" revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year. [*Resolution 6652 – March 7, 2022*]

The City of Shawnee has a separate Capital Assets Policy that further defines a Capital Asset and provides guidance for uniform control and accountability over the City's assets.

Capital Project. Notwithstanding the definition of capital expenditure or capital asset as established for capital budgeting and accounting purposes, a capital project shall be defined for the purposes for the CIP as follows:

A capital project is an outlay that results in the acquisition of, or addition to, a capital asset with an anticipated useful life of not less than five (5) years and meets the capital project threshold as defined in the next section below. This definition includes, but is not limited to, capital projects undertaken to:

- Acquire new or expand existing physical facilities or infrastructure.
- Acquire large scale renewal, improvement, or replacement of physical facilities or infrastructure that is not routine maintenance. Renewal and improvement expenditures are those that improve an asset's productivity, significantly extend its useful life, or change the character of the asset.
- Acquire major pieces of equipment, vehicles, and other capital stock, including expenditures when aggregated or consolidated into a single project.
- Procure engineering or architectural studies and services related to public improvements.
- Acquire land or make improvements to land.

Capital Project Threshold. The capitalization threshold, or minimum value of an asset at the time of acquisition, is generally established as follows:

- Infrastructure - \$50,000
- Facilities and Land - \$50,000
- Vehicles - \$20,000
- Machinery & Equipment - \$20,000

Projects meeting the above definition and threshold shall be eligible for consideration and inclusion in the bi-annually updated CIP. Any and all expenditures meeting the criteria for fixed assets as defined by the City's Capital Asset Policy shall continue to be budgeted and accounted for as capital expenditures, however, will not be eligible for inclusion in the CIP unless they meet the above definitions of a capital project and threshold. Staff questions regarding the definition of a capital project should contact the Finance Department.

Facilities. Permanent structures erected above ground, together with fixtures attached to and forming a permanent part of the building, for the purpose of sheltering persons or personal property. The cost of buildings includes all labor, materials, and professional services required to construct the building, and any other costs to put the building into its intended use.

Facility improvements. Major repairs, renovations, or additions made to a building that increase the future service potential of the building and benefit future periods. The buildings and the improvements become one and are inseparable. Examples of building improvements include major repairs, renovations, or additions such as addition of a new wing or a new air conditioning system.

Infrastructure. Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. These include roads, sidewalks, bike paths, bridges, buildings, drainage systems, water systems, sewer systems, etc.

Land. An inexhaustible asset that has an unlimited life and therefore is not depreciated.

Land improvements. Betterments, improvements, and site preparations that ready land for its intended use. Like the land itself, these improvements are inexhaustible and therefore not depreciated. Some examples of land improvements would be excavation, filling, grading, demolition of existing buildings, and removal or relocation of other property (telephone or power lines).

Life cycle cost. The total cost of an asset over its life cycle including initial capital costs, maintenance costs, operating costs, and the asset's residual value at the end of its life.

Useful life. The period over which a capital or infrastructure asset has utility to the City in performing the function for which it was intended.

3. Capital Improvement Planning and Implementation

The CIP is a proposed schedule for the expenditure of funds to maintain, acquire, or construct necessary capital projects over the next five-year period. This plan provides the public, residents, and stakeholders transparent information on how the City plans to address significant capital needs. The Board of Commissioners adopts the City's five-year CIP on a bi-annual basis. The plan is reviewed annually and revised based on current community needs, asset conditions, available resources, and funding opportunities.

The CIP process generally precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners acknowledge that the projects contained in the plan represent a reasonable interpretation of the anticipated needs for the City and that projects contained in the first year of the CIP are suitable for inclusion for the current fiscal year's budget. The Board of Commissioners will adopt the CIP after at least one public hearing is held during a public meeting of the Board of Commissioners. Once adopted, implementation of the projects listed in the Capital Improvement Plan shall follow City Purchasing Policies.

The CIP may be amended by the Board of Commissioners as recommended by the City Manager and after a public hearing is held during a public meeting of the Board of Commissioners. Amendments may include any change to the CIP such as the addition of a new project, change in the priority of a project, change in the proposed commencement year, or adjustment of the estimated project costs.

4. Developing the Capital Improvement Plan

Identify Needs. The first step in capital planning is to identify needs by recognizing and categorizing the City’s capital assets and developing a capital asset life cycle for major capital assets. The capital asset life cycle includes costs to operate, maintain, administer, and renew or replace the capital asset. This will assist in identifying the need and schedule for capital asset replacement or major renewal. In addition, the City will use information such as development projections, strategic plans, comprehensive plans, facility master plans, and regional plans to assist in identifying present and future service needs that require capital infrastructure or equipment.

Determine financial impacts. When developing the multi-year capital plan, the full extent of the capital project will be considered, to include the following:

- The scope and timing of a planned project.
- Any potential revenues gained from the completed project.
- Adjusted cost projections based on anticipated inflation for projects spanning more than one year.
- A clear estimate of all major components required to implement a project, including land acquisition needs, design, construction, contingency, and post-construction costs.
- The quantification of ongoing life cycle costs associated with each project and identification of the sources of funding for those costs.

Prioritize capital requests. Capital projects will receive a higher priority based on their alignment with key factors that provide a benefit to the community. The criteria for priority consideration are listed below. Along with the criteria are either clarifying questions, marked with a C, or varying degree questions, marked with a V. Clarifying questions further define the criteria and if a project answers any of these questions with a “yes”, it will meet the stated criteria. Varying degree questions will be further prioritized based on how closely the project aligns to that criterion.

- Meets a policy goal or fulfills a strategic objective of the Board of Commissioners.
 - Does the project directly align with a strategic objective of the Board of Commissioners? – C
 - Is the project identified in a recent land use or other study? – C
 - Is the project a specific request of the Board of Commissioners? – V
 - Is the project a specific request of a neighborhood group or other local organization? – V
 - Does the project assist in reducing the annual operating budget? – V
- Is required under a state or federal mandate, law, or regulation.
 - Will the City incur a fine or penalty if this project is not complete? – V
 - What is the deadline for the City to be in compliance? – V
- Mitigates or eliminates a known health or safety hazard.
 - Is the health or safety hazard identified in a plan or study? – C

- Does the project completely eliminate or reduce the hazard? – V
- Maintains and improves the delivery of public services to a significant portion of the population.
 - Does the project significantly impact the entire city, over half the population, or a single neighborhood? – V
- Spurs economic development.
 - Does the project add to the tax base? – C
 - Does the project create employment opportunities? – C
 - Does the project stabilize or revitalize a neighborhood? – C
- Improves the quality or useful life of existing infrastructure.
 - Is the existing infrastructure significantly past its useful life? – C
 - Is the existing infrastructure beyond repair or does the cost of the repair outweigh the cost of replacement? – C
- Includes other funding sources such as state or federal grant funds.
 - Is the project funded by a federal or state grant? – C
 - Does the grant require a City match and at what percentage? – V
 - Are there other government or private entities willing to share in the project cost? – V

5. Allocating Resources to the Capital Improvement Plan

The City recognizes that an effective capital funding strategy requires consideration of a broad mix of funding mechanisms, including but not limited to pay-as-you-go, grants, and debt. The City will maintain a balanced mix of financing sources without excessive reliance on any one source.

Pay-as-You-Go Financing. Refers to the use of current financial resources to fund capital projects, including current revenues, fund balances, grants, and donations.

Pay-as-You-Use Financing. Refers to the issuance of various debt instruments to fund capital projects.

In considering which funding method to utilize for particular projects, the City shall strive to match benefit streams to cost streams as closely as possible over the anticipated useful life of the project and across constituency groups to achieve inter-generational and intra-jurisdictional equity respectively in project financing arrangements.

Regarding intergovernmental grants and private donations, the City will seek to leverage such resources whenever available, provided, those capital projects identified are consistent with capital improvement plans and City priorities, and whose operating impact have been documented in operating budget forecasts.

6. CIP Submission and Review

Departments. In order to evaluate the merits of capital project requests and to allow each project due process in evaluations, capital projects proposed shall be accompanied, at a minimum, by the following information:

- Project title, physical description, and definition of scope
- Demonstration/justification of need
- List of alternative options considered
- Risk assessment
- Project schedule
- Capital cost estimate
- Statement of impact on the operating budget
- Relationship to other planned projects
- Department's priority ranking of the project
- Recommended/anticipated funding sources

Each project shall be described such that development phases are delineated as separate stages of the project, such as land acquisition, design, and construction, and each phase may span beyond a single year.

Finance Department. The Finance Department will establish forms, instructions, deadlines, and procedures for project submittal and review.

City Management. In consultation with department heads and the Finance department, the City Manager's Office will prioritize projects and submit the Capital Improvement Plan with funding recommendations for consideration to the Board of Commissioners.

7. Progress Reporting

City staff will provide a bi-annual update to the Board of Commissioners on the implementation progress of the Capital Improvement Plan.



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Capital Improvement Fund 301

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Animal Welfare Facility	\$900,000	\$0	\$0	\$0	\$0	\$0
Atoka Casing Extension for Highway 9 Widening	\$150,000	\$0	\$0	\$0	\$0	\$0
Boy Scout Park Splash Pad Repair	\$275,000	\$0	\$0	\$0	\$0	\$0
Cascade System Replacement	\$0	\$96,800	\$0	\$0	\$0	\$0
Cemetery Office Remodel	\$55,000	\$0	\$0	\$0	\$0	\$0
City Hall HVAC Replacement	\$175,000	\$0	\$0	\$0	\$0	\$0
City Hall Roof Replacement	\$250,000	\$0	\$0	\$0	\$0	\$0
Code Enforcement Fleet Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0
Comprehensive Plan Review and Update	\$0	\$0	\$175,000	\$0	\$0	\$0
Deadfall Removal	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Desktop Computer Replacement	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000
Emergency Management Fleet Purchase	\$48,754	\$0	\$0	\$0	\$0	\$0
Extrication Equipment Replacement	\$87,000	\$0	\$0	\$0	\$0	\$0

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Fire Fleet Replacement - C-2	\$0	\$65,000	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Command	\$85,000	\$0	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Engine	\$0	\$1,024,736	\$0	\$0	\$0	\$0
Fire Fleet Replacement - Ladder	\$0	\$0	\$0	\$2,125,000	\$0	\$0
Fire Fleet Replacement - Squad	\$435,000	\$0	\$0	\$0	\$0	\$0
Fire Station 1 Alerting System	\$45,000	\$0	\$0	\$0	\$0	\$0
Handheld Radio Replacement	\$60,000	\$61,500	\$0	\$0	\$0	\$0
Housing Needs Study	\$100,000	\$0	\$0	\$0	\$0	\$0
HVAC System Update for Police Station	\$75,475	\$0	\$0	\$0	\$0	\$0
Kayak Dock Area Improvements	\$260,000	\$0	\$0	\$0	\$0	\$0
Lake #1 East-Side Area Park Design	\$0	\$0	\$200,000	\$0	\$0	\$0
Lake Patrol Boat Dock	\$225,000	\$0	\$0	\$0	\$0	\$0
Laptop Computer Replacement	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000
Lot Re-Activation	\$25,000	\$50,000	\$100,000	\$100,000	\$100,000	\$
Mower Replacement	\$20,000	\$0	\$0	\$0	\$0	\$0
Mower Replacement	\$20,000	\$0	\$0	\$0	\$0	\$0
Network File Storage Replacement and Expansion	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Police Fleet Replacement	\$227,920	\$239,320	\$251,290	\$263,850	\$278,360	\$1,500,000
PPE Replacement	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308
Safe Streets & Roads 4 All	\$225,000	\$0	\$0	\$0	\$0	\$0
SCBA Replacement	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000
Server Replacement	\$78,000	\$25,000	\$0	\$0	\$0	\$0
Streets Equipment Building	\$0	\$0	\$225,000	\$0	\$0	\$0
Streets Fleet Replacement	\$90,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement	\$90,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement - Tandem	\$200,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement - Tandem	\$0	\$200,000	\$0	\$0	\$0	\$0
Survey of Lake #1 - Lots and Rights-of-Way	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0
Switch Replacement	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000
Traffic Fleet Replacement	\$70,000	\$0	\$0	\$0	\$0	\$0
Traffic Fleet Replacement - Bucket Truck	\$0	\$150,000	\$0	\$0	\$0	\$0
Total	\$4,904,149	\$2,477,456	\$1,331,640	\$2,952,350	\$752,639	\$3,737,308

Total record count: 44

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Animal Welfare Facility					
Category	Public Safety					
Department	0640 - ANIMAL WELFARE	Ongoing Project				
Ward	Ward 1					
ID	24-0640-01					
Project Description Construct a new animal welfare facility.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	900,000	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$900,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Atoka Casing Extension for Highway 9 Widening					
Category	Utilities					
Department	0810 - ENGINEERING	Pending Project				
Ward	Ward 2, Ward 3					
ID	25-0810-01					
Project Description Extend steel casing pipe to new right-of-way boundary for the Oklahoma Department of Transportation-initiated State Highway widening.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	150,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Boy Scout Park Splash Pad Repair					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Ward 4					
ID	24-0940-01					
Project Description Repair the splash pad system components at Boy Scout Park.			Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$275,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$275,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Cascade System Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-07	
Project Description Replace the Three-Phase, 6000-PSI breathing air cascade system.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$96,800	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$96,800	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Cemetery Office Remodel		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	0950 - CEMETERY	Approved Project				
Ward	Ward 5					
ID	24-0950-02					
Project Description Remodel the interior and exterior of the Fairview Cemetery office.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	55,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$55,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	City Hall HVAC Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	4020 - BUILDING MAINTENANCE	Approved Project				
Ward	Ward 3					
ID	24-4020-02					
Project Description Replace and update the HVAC system at Shawnee City Hall.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	175,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$175,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	City Hall Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	4020 - BUILDING MAINTENANCE	Approved Project				
Ward	Ward 3					
ID	24-4020-01					
Project Description Replace the roof at Shawnee City Hall.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	250,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$250,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Code Enforcement Fleet Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Code Enforcement					
Department	0520 - CODE ENFORCEMENT, INSPECTIONS, & PERMITTING	Approved Project				
Ward	Not Applicable					
ID	24-0520-01					
Project Description Replace 1 high-mileage Code Enforcement truck per year, inclusive of in-cab and external equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	50,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Comprehensive Plan Review and Update	
Category	Community Development	
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project
Ward	Not Applicable	
ID	24-0510-04	
Project Description Review and update the City of Shawnee Comprehensive Plan to reflect the latest growth and development trends.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	175,000	0	0	0
Total	\$0	\$0	\$175,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Deadfall Removal					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 3					
ID	24-0920-01					
Project Description Remove accumulated deadfall and debris at Lake Road bridge.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	50,000	50,000	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$50,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Desktop Computer Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-01					
Project Description Replace up to 36 desktop computers per year to accommodate a 5-year replacement cycle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$59,000	\$57,200	\$55,400	\$53,600	\$51,800	\$277,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Emergency Management Fleet Purchase					
Category	Public Safety					
Department	0740 - EMERGENCY MANAGEMENT	Pending Project				
Ward	Not Applicable					
ID	25-0740-01					
Project Description Purchase heavy-duty vehicle capable of moving heavy equipment on-and off-road.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	48,754	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$48,754	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Extrication Equipment Replacement					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-09					
Project Description Replace existing auto-extrication equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$87,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$87,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Command					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-02					
Project Description Replace the Command vehicle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	85,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$85,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Engine	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-04	
Project Description Replace the Engine 3 vehicle. Currently, delivery of this type of vehicle can take up to 36-40 months.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	1,024,736	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$1,024,736	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - C-2					
Category	Public Safety					
Department	0710 - FIRE ADMINISTRATION	Pending Project				
Ward	Not Applicable					
ID	25-0710-01					
Project Description Replace the C2 vehicle (2016 GMC 1500) currently at 94,000 mile.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	65,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$65,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Ladder					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-05					
Project Description Replace the Ladder 1 vehicle. Currently, delivery of this type of vehicle can take up to 40-48 months.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	2,125,000	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$2,125,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Fleet Replacement - Squad					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-03					
Project Description Replace the Squad 1 vehicle. Currently, delivery of this type of vehicle can take up to 30 months.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	435,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$435,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Station 1 Alerting System					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Pending Project				
Ward	Ward 3					
ID	25-0720-01					
Project Description Install Station Alerting System at Fire Station 1, which will allow the individual station to be notified of calls for service.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$45,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$45,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Handheld Radio Replacement					
Category	Public Safety					
Department	0620 - POLICE PATROL	Pending Project				
Ward	Not Applicable					
ID	25-0620-01					
Project Description Replace handheld radios. Current radios are 20 years old and will be obsolete once the State updates its radio system in 2026.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$60,000	\$61,500	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$60,000	\$61,500	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Housing Needs Study					
Category	Community Development					
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-02					
Project Description Undertake a citywide housing needs study to assess Shawnee's housing market, housing stock, and housing needs. Engage the community and gather their housing experiences, preferences, priorities, and policy options for the future.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	100,000	0	0	0	0	0
Total	\$100,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	HVAC System Update for Police Station		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Safety					
Department	0620 - POLICE PATROL	Pending Project				
Ward	Ward 5					
ID	25-0620-02					
Project Description Replace 5 HVAC units at the Police Department Headquarters.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	75,475	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$75,475	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Kayak Dock Area Improvements		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	0940 - PARKS	Approved Project				
Ward	Ward 2					
ID	24-0940-08					
Project Description Improve the area adjacent to the Shawnee Twin Lakes #2 kayak dock to include Americans with Disabilities Act (ADA) compliant sidewalks and parking as well as drainage.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	260,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$260,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lake #1 East-Side Area Park Design					
Category	Parks & Rec, Public Facilities					
Department	0510 - COMMUNITY DEVELOPMENT	Future Project				
Ward	Ward 2					
ID						
Project Description Complete design for Shawnee Twin Lakes #1 east-side park area that includes existing boat ramp.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	200,000	0	0	0
Total	\$0	\$0	\$200,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lake Patrol Boat Dock		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Safety					
Department	0620 - POLICE PATROL	Ongoing Project				
Ward	Ward 2					
ID	24-0620-02					
Project Description Add a Police Patrol boat dock on Shawnee Twin Lake #1.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	225,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$0	\$0

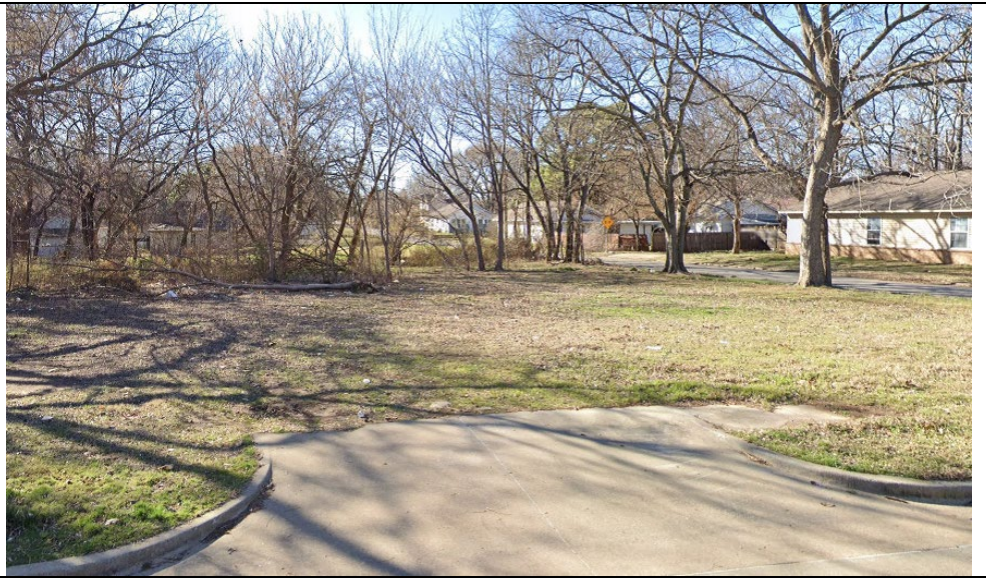
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Laptop Computer Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-02					
Project Description Replace 15 laptop computers per year to accommodate a 3-year replacement cycle, and increase one every year.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$51,000	\$54,400	\$57,800	\$61,200	\$64,600	\$323,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lot Re-Activation					
Category	Community Development					
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-01					
Project Description Clear property liens on vacant land or dilapidated buildings in exchange for the acquisition and re-activation of lots.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	25,000	50,000	100,000	100,000	100,000	
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$50,000	\$100,000	\$100,000	\$100,000	\$

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Mower Replacement					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Not Applicable					
ID	24-0940-06					
Project Description Replace Unit 5231, a 2019 Kubota zero turn mower.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$20,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$20,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Mower Replacement					
Category	Parks & Rec					
Department	0940 - PARKS	Approved Project				
Ward	Not Applicable					
ID	24-0940-07					
Project Description Replace Unit 5232, a 2019 Kubota zero turn mower.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$20,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$20,000	\$0	\$0	\$0	\$0	\$0

FY 2025-2029 Capital Improvement Plan

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Police Fleet Replacement					
Category	Public Safety					
Department	0620 - POLICE PATROL	Approved Project				
Ward	Not Applicable					
ID	24-0620-01					
Project Description Replace 5 Dodge Charger police sedans per year with comparable police-rated vehicles, inclusive of in-cab and external equipment.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	227,920	239,320	251,290	263,850	278,360	1,500,000
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$227,920	\$239,320	\$251,290	\$263,850	\$278,360	\$1,500,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	PPE Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-01	
Project Description Replace structural and dual certification personal protective equipment (PPE) gear. Current shipping times range from 8-10 months.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$120,000	\$145,500	\$157,150	\$169,700	\$181,579	\$1,117,308

City of Shawnee
FY 2025-2029 Capital Improvement Plan

Project Title	Safe Streets & Roads 4 All	
Category	Public Safety, Streets/Traffic	
Department	0510 - COMMUNITY DEVELOPMENT	Pending Project
Ward	Not Applicable	
ID	25-0510-02	
Project Description Complete the Action Plan funded through the Safe Streets and Roads 4 All (SS4A) grant program. Established by the new Bipartisan Infrastructure Law, SS4A is administered through the U.S. Department of Transportation. The grant program provides Federal funds to develop a comprehensive safety assessment and action plan designed to prevent roadway deaths and serious injuries.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	225,000	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	SCBA Replacement					
ategory	Public Safety					
Department	0720 - FIRE SUPPRESSION	Approved Project				
Ward	Not Applicable					
ID	24-0720-06					
Project Description Due to the manufacturer of the current equipment discontinuing product support, the Fire Department entered into a lease agreement to replace all SCBAs in Fiscal Year 2024. The cost reflected in this project for FY25 and FY26 are lease payments. Starting in FY27, the plan is to purchase three SCBAs each year to prevent the need for a bulk purchase when the equipment is set to expire.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$126,000	\$165,000	\$30,000	\$33,000	\$36,300	\$200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Server Replacement	
Category		
Department	0230 - INFORMATION TECHNOLOGY	Pending Project
Ward	Not Applicable	
ID	25-0230-01	
Project Description Replace server supporting Remote Desktop Protocol (RDP) and other internal services.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$78,000	\$25,000	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$78,000	\$25,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Equipment Building	
Category	Streets/Traffic	
Department	0920 - STREETS	Approved Project
Ward	Ward 3	
ID	24-0920-02	
Project Description Construct a building to consolidate the snow removal equipment and protect it from the elements. This building will be located in the vicinity of the material barns at the Public Works yard.		



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	225,000	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$225,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-24					
Project Description Replace Unit 1712, a 2001 service truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	90,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$90,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-25					
Project Description Replace Unit 2118, a 2003 vehicle.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	90,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$90,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement - Tandem					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-26					
Project Description Replace Unit 1480, a 1991 tandem.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	200,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Fleet Replacement - Tandem					
Category	Streets/Traffic, Vehicle					
Department	0920 - STREETS	Approved Project				
Ward	Not Applicable					
ID	24-0920-27					
Project Description Replace Unit 1591, a 2002 tandem.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	200,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$200,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Survey of Lake #1 - Lots and Rights-of-Way	
Category	Parks & Rec, Public Facilities, Utilities, Streets/Traffic, Twin Lakes - Covers multiple categories	
Department	0810 - ENGINEERING	Approved Project
Ward	Ward 2	
ID	24-0810-04	
Project Description Survey the lots, easements, and rights-of-way at the Shawnee Twin Lakes #1.		



Earthstar Geographics | City of Shawnee, Texas Parks & Wildlif... Powered by Esri

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	80,000	80,000	80,000	80,000	0	0
Total	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Switch Replacement					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-03					
Project Description Replace switches that are more than 10 years old to avoid failure and prolonged network outages. Current shipping times range from 6-12 months.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$66,000	\$13,000	\$0	\$66,000	\$0	\$200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Fleet Replacement					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Not Applicable					
ID	24-0930-04					
Project Description Replace 2012 3/4-ton service truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	70,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$70,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Fleet Replacement - Bucket Truck					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Not Applicable					
ID	24-0930-05					
Project Description Replace 2006 bucket truck.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	150,000	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$150,000	\$0	\$0	\$0	\$0

Street Improvement Fund 302

The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

302 - STREET IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
45th Street Widening (Phase 2)	\$0	\$0	\$0	\$0	\$0	\$9,650,000
Belcher Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$0	\$3,350,000
Bell Street Reconstruction and Widening (Phase 1)	\$0	\$120,000	\$400,000	\$700,000	\$0	\$0
Bell Street Reconstruction and Widening (Phase 2)	\$0	\$0	\$0	\$0	\$150,000	\$1,000,000
Daley Lane, Nix Allen Road, and Terrell Road Overlay	\$0	\$0	\$0	\$0	\$0	\$400,000
Elbert Drive Overlay	\$0	\$0	\$0	\$0	\$0	\$200,000
Federal Street and Center Street Reconstruction	\$	\$0	\$0	\$0	\$0	\$1,000,000
Garrett's Lake Road Reconstruction and Widening	\$0	\$0	\$150,000	\$180,000	\$0	\$7,750,000
Harrison Avenue and Farrall Street Sidewalk Project	\$0	\$0	\$0	\$0	\$0	\$1,200,000
High Mast Light Replacement	\$270,000	\$0	\$0	\$0	\$0	\$0

302 - STREET IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Homer Lane Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$0	\$3,450,000
Kickapoo Avenue (North) Resurfacing and Widening	\$0	\$0	\$0	\$0	\$0	\$5,050,000
Leo Street Reconstruction	\$0	\$0	\$40,000	\$0	\$1,000,000	\$0
Main Street Bridge Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0
McKinley Avenue Bridge Replacement	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Traffic Signal Control Cabinet Replacement	\$150,000	\$0	\$0	\$0	\$0	\$0
Union Street Resurfacing and Widening	\$0	\$0	\$0	\$0	\$0	\$2,020,000
Unit Rate - Paving and Drainage	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Wallace Street Sidewalk Project	\$120,000	\$400,000	\$0	\$0	\$0	\$0
Westech Road Overlay	\$0	\$0	\$0	\$0	\$0	\$750,000
Total	\$1,090,000	\$1,020,000	\$1,090,000	\$1,380,000	\$1,650,000	\$40,820,000

Total record count: 20

302 - STREET IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	45th Street Widening (Phase 2)					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-06					
Project Description Reconstruct and widen 45th Street. This second phase extends from west of Union Avenue to Bryan Avenue.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	9,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	300,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	350,000
Total	\$0	\$0	\$0	\$0	\$0	\$9,650,000

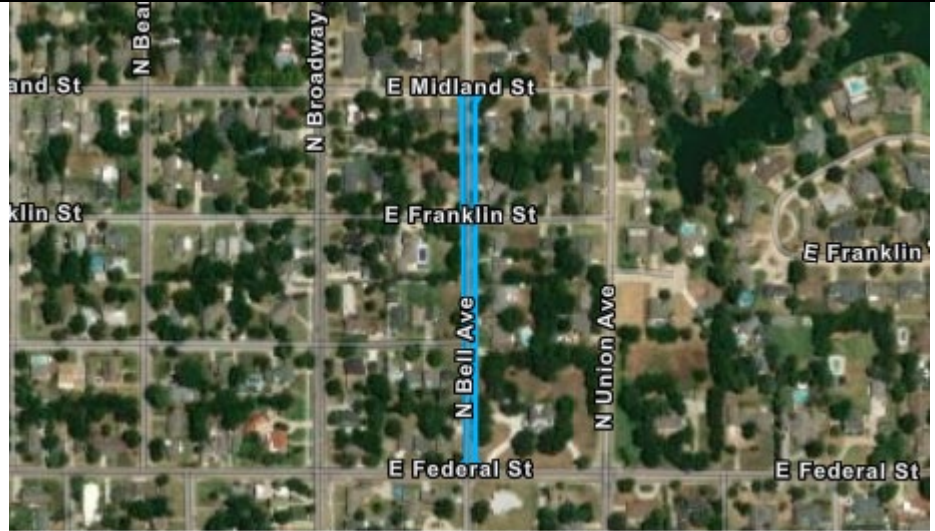
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Belcher Road Bridge Rehabilitation or Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 2					
ID	24-0920-20					
Project Description Rehabilitate or replace the Belcher Road bridge over the Shawnee Twin Lakes #1 spillway, which was constructed in 1960 and consists of eight 40-foot steel girder spans.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	3,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	350,000
Total	\$0	\$0	\$0	\$0	\$0	\$3,350,000

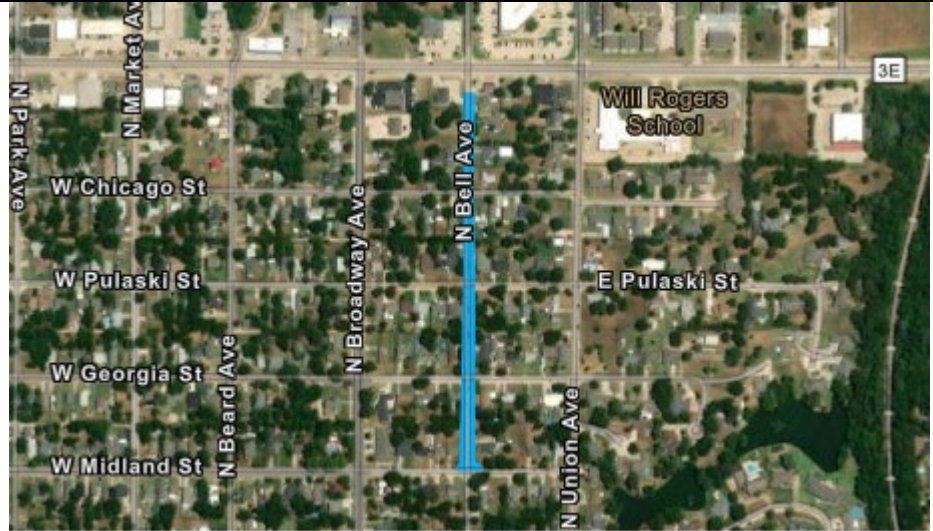
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Bell Street Reconstruction and Widening (Phase 1)					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-13					
Project Description Reconstruct and widen Bell Street, from Midland Street to Federal Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	60,000	400,000	700,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	60,000	0	0	0	0
Total	\$0	\$120,000	\$400,000	\$700,000	\$0	\$0

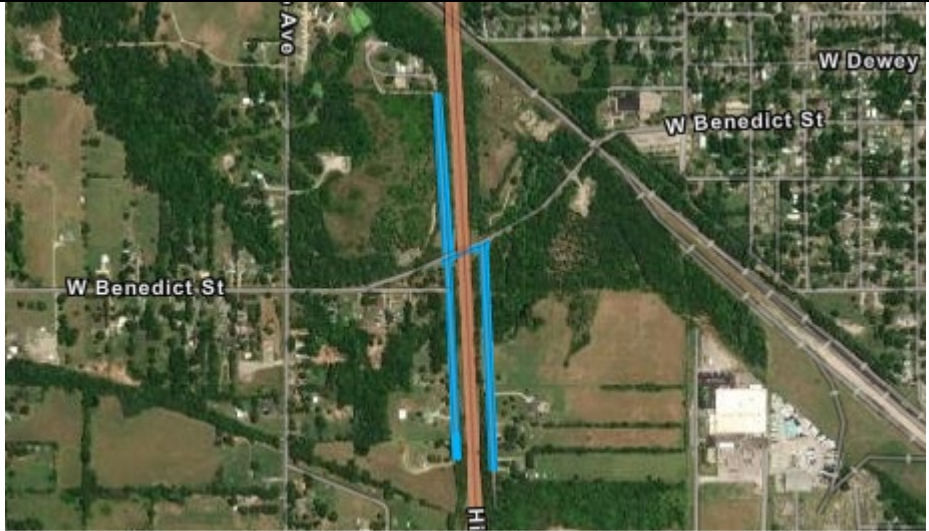
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Bell Street Reconstruction and Widening (Phase 2)					 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-04					
Project Description Reconstruct and widen Bell Street, from Highland Street to Midland Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	150,000	0
Total	\$0	\$0	\$0	\$0	\$150,000	\$1,000,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Daley Lane, Nix Allen Road, and Terrell Road Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 2, Ward 3					
ID	24-0920-15					
Project Description Overlay existing gravel roads with asphalt.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	400,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$400,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Elbert Drive Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-17					
Project Description Overlay existing gravel road with asphalt, from MacArthur Street to north end of roadway.						
Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	200,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$200,000

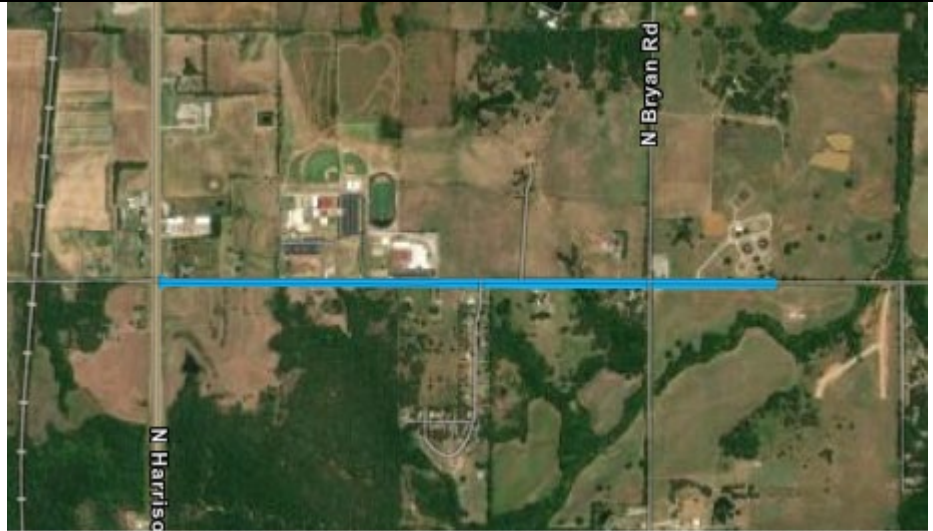
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Federal Street and Center Street Reconstruction					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1, Ward 5					
ID	24-0920-05					
Project Description Reconstruct Federal Street and Center Street, from Harrison Avenue to Oak Hill Road.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	915,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services		0	0	0	0	85,000
Total	\$	\$0	\$0	\$0	\$0	\$1,000,000

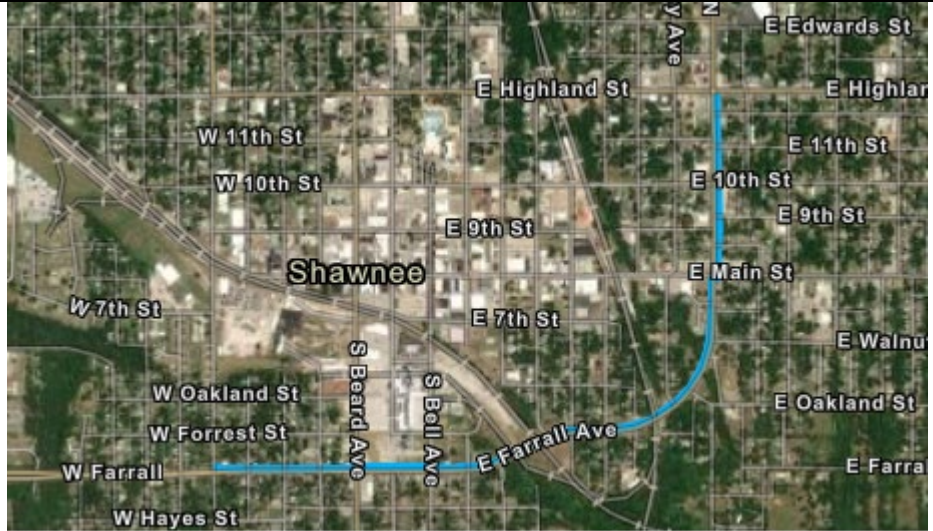
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Garrett's Lake Road Reconstruction and Widening		 Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom,... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1					
ID	24-0920-07					
Project Description Reconstruct and widen Garrett's Lake Road, from Harrison Avenue east to the City limits.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	7,550,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	200,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	150,000	180,000	0	0
Total	\$0	\$0	\$150,000	\$180,000	\$0	\$7,750,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Harrison Avenue and Farrall Street Sidewalk Project					
Category	Streets/Traffic					
Department	0810 - ENGINEERING	Future Project				
Ward	Ward 3					
ID	24-0810-18					
Project Description Add pedestrian facilities along the Harrison and Farrall Street corridor, from the Harrison and Highland intersection to the Kickapoo and Farrall intersection.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	200,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,200,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	High Mast Light Replacement		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Pending Project				
Ward	Ward 1, Ward 6					
ID	25-0930-01					
Project Description Replace Interstate-40 high mast lights damaged by the April 19, 2023, storm event.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	270,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$270,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Homer Lane Road Bridge Rehabilitation or Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 2					
ID	24-0920-23					
Project Description Rehabilitate or replace the Homer Lane Road bridge over the canal that connects Shawnee Twin Lakes #1 and #2; the bridge was constructed in 1981 and consists of 35-foot steel I-beam spans.			Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	3,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	450,000
Total	\$0	\$0	\$0	\$0	\$0	\$3,450,000

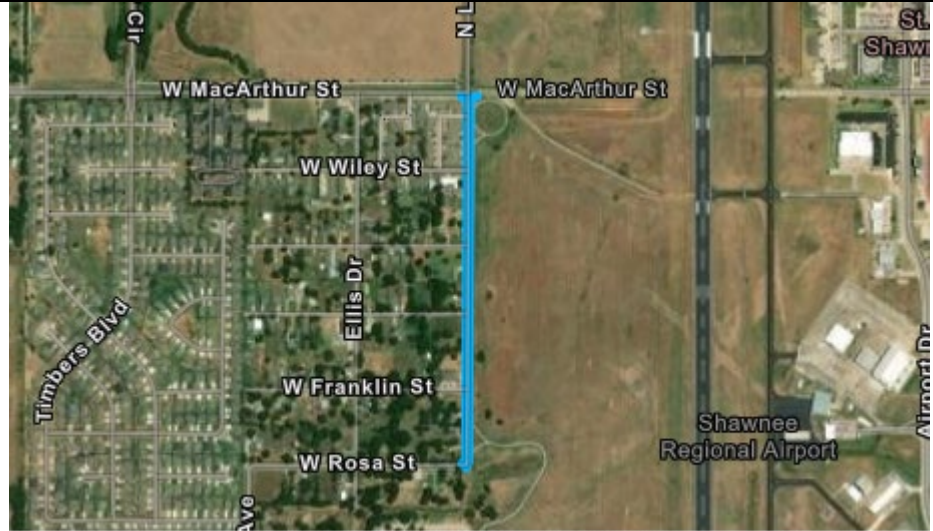
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Kickapoo Avenue (North) Resurfacing and Widening		 Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom, ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 1, Ward 6					
ID	24-0920-09					
Project Description Resurface and widen Kickapoo Street, from the Shawnee Mall to Garrett's Lake Road.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	4,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	150,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	400,000
Total	\$0	\$0	\$0	\$0	\$0	\$5,050,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Leo Street Reconstruction					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 6					
ID	24-0920-11					
Project Description Reconstruct and widen Leo Street, from Rosa Street to MacArthur Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	1,000,000	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	40,000	0	0	0
Total	\$0	\$0	\$40,000	\$0	\$1,000,000	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Main Street Bridge Replacement					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 3					
ID	24-0810-02					
Project Description Remove and replace the Main Street bridge over Shawnee Creek, just west of Tucker Ave.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	50,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	McKinley Avenue Bridge Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 3					
ID	24-0810-19					
Project Description Remove and replace the McKinley Avenue bridge over Shawnee Creek, just south of Main St.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	2,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	500,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,500,000

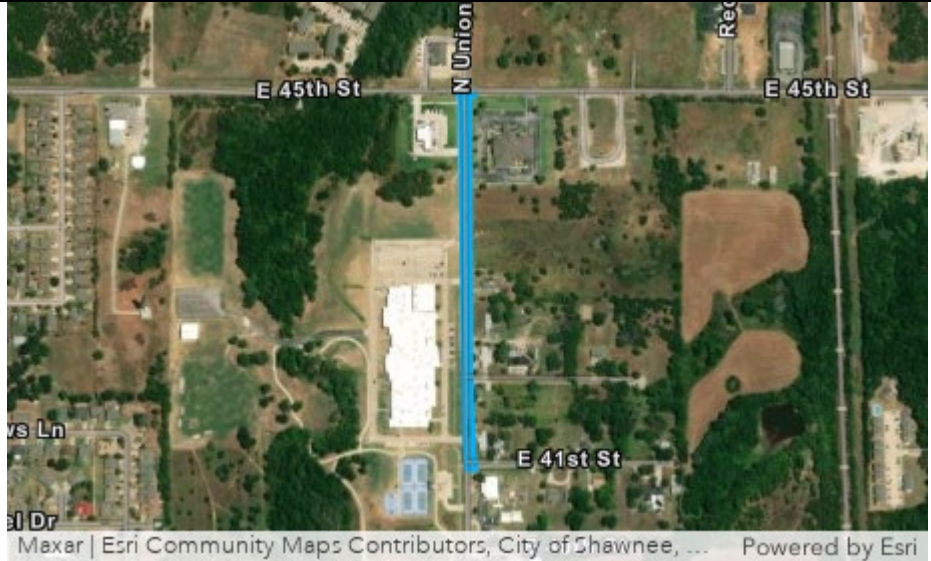
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Traffic Signal Control Cabinet Replacement					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-0930-02					
Project Description Continue traffic signal control cabinet replacement program.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$150,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Union Street Resurfacing and Widening					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-14					
Project Description Resurface and widen Union Street, from 45th Street to 40th Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,700,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	100,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	220,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,020,000

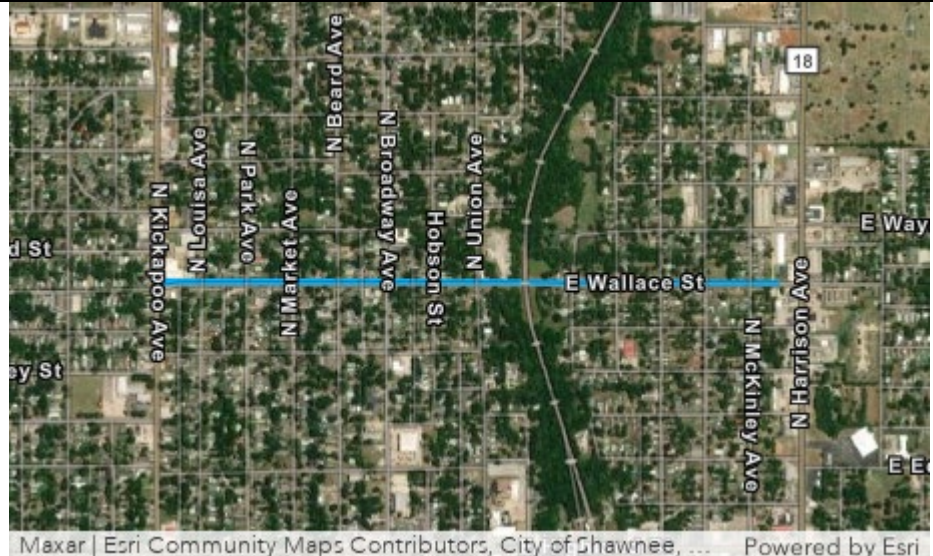
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Unit Rate - Paving and Drainage					
Category	Streets/Traffic, Stormwater					
Department	0920 - STREETS	Pending Project				
Ward	Not Applicable					
ID	25-0920-01					
Project Description Utilize unit price contract to complete paving and storm drainage projects that involve repetitive tasks or, alternatively, projects where the duration, scope, or requirements may be incomplete or difficult to estimate.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	500,000	500,000	500,000	500,000	500,000	2,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wallace Street Sidewalk Project					
Category	Streets/Traffic					
Department	0810 - ENGINEERING	Approved Project				
Ward	Ward 2, Ward 4, Ward 5					
ID	24-0810-07					
Project Description Add a pedestrian facility on the north side of Wallace Street, from Kickapoo Street to Harrison Street.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	400,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	60,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	60,000	0	0	0	0	0
Total	\$120,000	\$400,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Westtech Road Overlay					
Category	Streets/Traffic					
Department	0920 - STREETS	Future Project				
Ward	Ward 6					
ID	24-0920-16					
Project Description Overlay existing gravel road with asphalt, from Kickapoo Avenue west to the City limits.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	750,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$750,000



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2018 Capital Improvement Fund 303

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Heart of Oklahoma Expo Center Enhancements and Remodel	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0
Library Roof Replacement	\$150,000	\$0	\$0	\$0	\$0	\$0
Santa Fe Depot Roof and Remodel	\$1,075,774	\$0	\$0	\$0	\$0	\$0
Total	\$1,325,774	\$100,000	\$100,000	\$100,000	\$100,000	\$0

Total record count: 3

303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Heart of Oklahoma Expo Center Enhancements and Remodel					
Category	Public Facilities					
Department	1210 - EXPO CENTER	Ongoing Project				
Ward	Ward 6					
ID	24-1210-01					
Project Description Continue facility updates at the Shawnee Heart of Oklahoma Expo Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	100,000	100,000	100,000	100,000	100,000	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Library Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	1110 - LIBRARY	Approved Project				
Ward	Ward 3					
ID	24-1110-04					
Project Description Replace the roof at the Shawnee Public Library.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	150,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Santa Fe Depot Roof Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	0510 - COMMUNITY DEVELOPMENT	Ongoing Project				
Ward	Ward 3					
ID	C-21-03A					
Project Description Rehabilitate or replace the Santa Fe Depot roof and other exterior items.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	1,075,774	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,075,774	\$0	\$0	\$0	\$0	\$0



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Capital Improvement
Fund 301
&
2018 Capital Improvement
Fund 303

City of Shawnee

FY 2025-2029 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Fire Station 3 Remodel	\$2,455,000	\$0	\$0	\$0	\$0	\$0
Total	\$2,455,000	\$0	\$0	\$0	\$0	\$0

Total record count: 1

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Fire Station 3 Remodel		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Ongoing Project				
Ward	Ward 1					
ID	C-21-04E					
Project Description Remodel and upgrade Fire Station 3.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	2,455,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,455,000	\$0	\$0	\$0	\$0	\$0



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Street Improvement
Fund 302
&
2018 Capital Improvement
Fund 303

City of Shawnee

FY 2025-2029 Capital Improvement Plan

302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
45th Street Widening (Phase 1)	\$4,680,000	\$4,580,000	\$80,000	\$0	\$0	\$0
Pressure Pave, Seal Coat, Overlay or Panel Replacement Project	\$2,100,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$7,500,000
Total	\$6,780,000	\$5,780,000	\$1,280,000	\$1,200,000	\$1,200,000	\$7,500,000

Total record count: 2

302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	45th Street Widening (Phase 1)					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 1, Ward 6					
ID	24-0810-01					
Project Description Reconstruct and widen 45th Street. This first phase extends from Burning Wood Drive to west of Union Avenue.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	4,000,000	4,500,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	600,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	80,000	80,000	80,000	0	0	0
Total	\$4,680,000	\$4,580,000	\$80,000	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Pressure Pave, Seal Coat, Overlay or Panel Replacement Project					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-0920-29					
Project Description Provide routine maintenance activities, including crack seals, pothole fills, pavement patches, pressure pave, overlays, panel replacements, striping and pavement markings, and curb repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	2,100,000	1,200,000	1,200,000	1,200,000	1,200,000	7,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,100,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$7,500,000

American Rescue Plan

Fund 304

Federal American Rescue Plan Act (ARPA) funds were received through a direct allocation from the U.S. Treasury, as well as through a non-competitive and a competitive grant application for State ARPA funds.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

304 - AMERICAN RESCUE PLAN FUNDS

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)	\$3,285,160	\$0	\$0	\$0	\$0	\$0
Hayes Street Water Line Project (ARPA-funded)	\$559,536	\$0	\$0	\$0	\$0	\$0
Independence Street and Center Avenue Water Line Project (ARPA-funded)	\$1,857,262	\$0	\$0	\$0	\$0	\$0
Lowe's Water Line Loop Project (ARPA-funded)	\$776,000	\$0	\$0	\$0	\$0	\$0
Marie Drive Water Line Project (ARPA-funded)	\$543,814	\$0	\$0	\$0	\$0	\$0
Midland Addition Water Line Project (ARPA-funded)	\$445,849	\$0	\$0	\$0	\$0	\$0
Park Street Water Line Project (ARPA-funded)	\$1,095,586	\$0	\$0	\$0	\$0	\$0
Sewer Pipe Bursting (ARPA Funded)	\$1,861,814	\$0	\$0	\$0	\$0	\$0

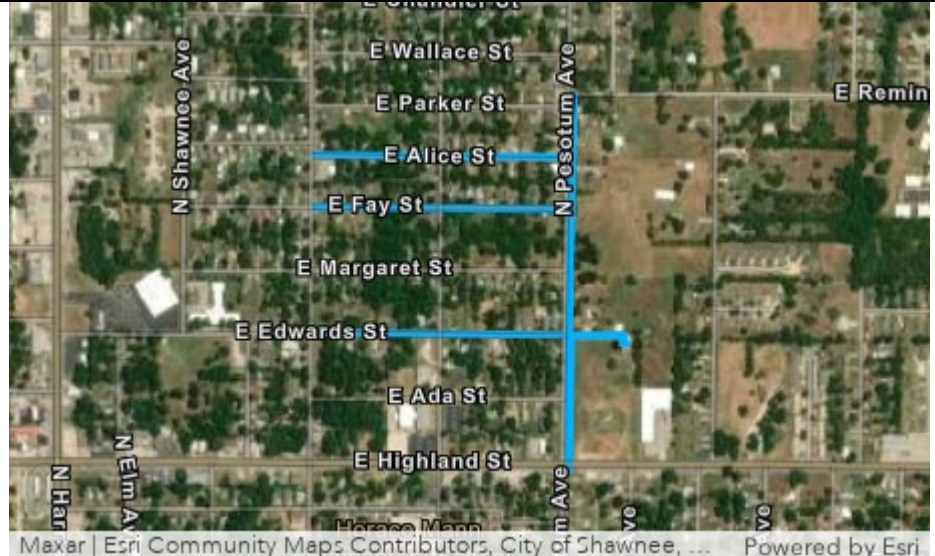
304 - AMERICAN RESCUE PLAN FUNDS

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Thomson Heights Addition Water Line Project (ARPA- funded)	\$959,206	\$0	\$0	\$0	\$0	\$0
Total	\$11,384,227	\$0	\$0	\$0	\$0	\$0

Total record count: 9

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 4					
ID	C-23-06					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	3,222,160	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	60,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	3,000	0	0	0	0	0
Total	\$3,285,160	\$0	\$0	\$0	\$0	\$0

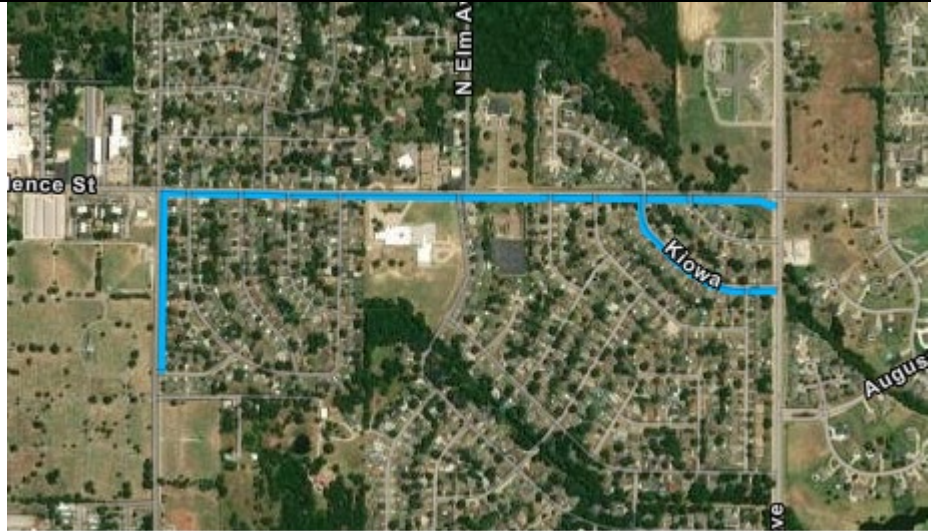
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Hayes Street Water Line Project (ARPA-funded)					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-15					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (West of Aydelotte Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	510,036	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	49,500	0	0	0	0	0
Total	\$559,536	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Independence Street and Center Avenue Water Line Project (ARPA-funded)					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	C-23-02					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,783,762	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	73,500	0	0	0	0	0
Total	\$1,857,262	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lowe's Water Line Loop Project (ARPA-funded)	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Approved Project
Ward	Ward 1	
ID	C-23-04	

Project Description

Replace a segment of waterline and extend the existing waterline to create a loop.

The project is designed to increase availability and reliability of water in the area and eliminate repetitive main breaks caused by water hammering.



	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	725,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	45,000	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	6,000	0	0	0	0	0
Total	\$776,000	\$0	\$0	\$0	\$0	\$0

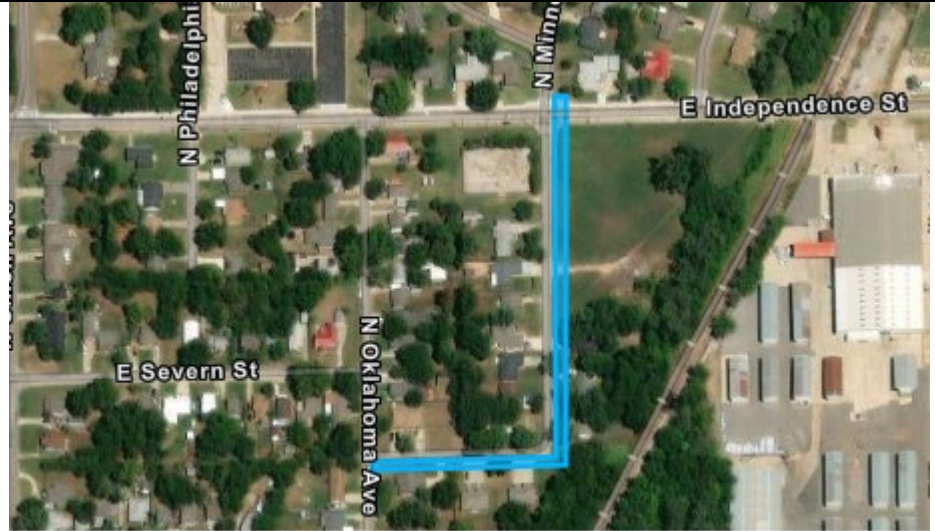
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Marie Drive Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 6					
ID	C-23-07					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (39th St. to Pottenger Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	529,004	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	14,810	0	0	0	0	0
Total	\$543,814	\$0	\$0	\$0	\$0	\$0

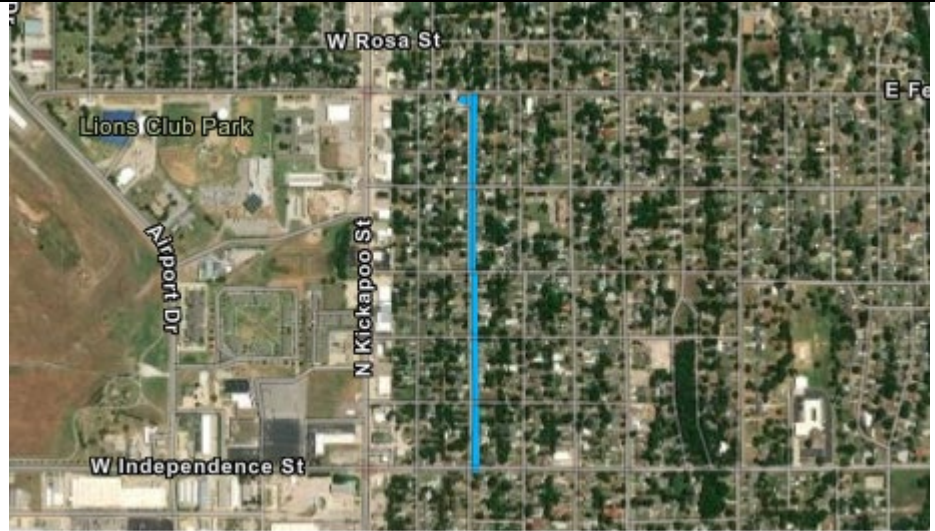
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Midland Addition Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	24-0810-16					
Project Description Extend the existing waterline to create a loop. The project is designed to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	363,204	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	82,645	0	0	0	0	0
Total	\$445,849	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Park Street Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 2					
ID	C-23-03					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Federal St. to Independence St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	978,476	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	117,110	0	0	0	0	0
Total	\$1,095,586	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Sewer Pipe Bursting (ARPA Funded)					
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 6					
ID	C-23-08					
Project Description Replace 7,500 feet of key sewer mains identified in the City's application for State ARPA funds, using pipe bursting or trenchless sewer repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,810,214	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	51,600	0	0	0	0	0
Total	\$1,861,814	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Thomson Heights Addition Water Line Project (ARPA-funded)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 5					
ID	C-23-05					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	894,840	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	64,366	0	0	0	0	0
Total	\$959,206	\$0	\$0	\$0	\$0	\$0

Shawnee Municipal Authority

Fund 501

The Shawnee Municipal Authority Fund accounts for the construction or major reconstruction of water and sewer capital projects. The fund's major funding source are water, sewer, and sanitation user charges.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Acme Road Lift Station Upgrade	\$200,000	\$0	\$0	\$0	\$0	\$0
Annual Sewer Pipe Bursting	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Broadway Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$875,000
Drive-through Kiosk for Utility Billing	\$44,836	\$15,173	\$15,173	\$15,173	\$15,173	\$15,173
Georgia Street Lift Station Upgrade	\$50,000	\$200,000	\$0	\$0	\$0	\$0
Golden Acres Water Line Loop Project	\$0	\$0	\$0	\$0	\$0	\$1,030,000
Highland Street Water Line Project	\$0	\$0	\$0	\$150,000	\$1,740,000	\$0
Hoffman's Addition Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,050,000
Independence Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$930,000
MacArthur Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,830,000

501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Public Works Administration Building Renovation	\$50,000	\$0	\$0	\$0	\$0	\$0
Pulaski Street Water Line Project	\$0	\$0	\$510,000	\$490,000	\$0	\$0
Shawnee Twin Lake #1 Dam Rehabilitation Design	\$1,000,000	\$0	\$0	\$0	\$0	\$0
Wallace Street and Union Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$2,160,000
Walnut Street Water Line Project	\$0	\$0	\$460,000	\$470,000	\$0	\$0
Wastewater Treatment Plant Updates	\$25,000,000	\$15,000,000	\$0	\$0	\$0	\$0
Water Treatment Plant Lagoon Outfall Structure / Flow Meter	\$40,000	\$150,000	\$0	\$0	\$0	\$0
Total	\$27,384,836	\$16,365,173	\$1,985,173	\$2,125,173	\$2,755,173	\$12,890,173

Total record count: 17

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Acme Road Lift Station Upgrade		Acme Rd 			
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 6					
ID	24-0810-21					
Project Description Upgrade of existing lift station east of Acme Road.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

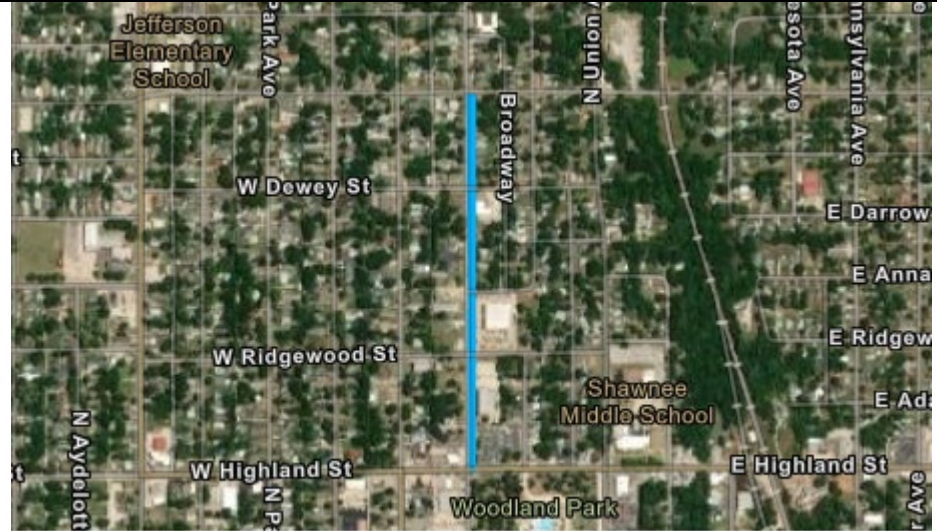
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Annual Sewer Pipe Bursting					
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6					
ID	24-1070-01					
Project Description Replace key sewer mains identified in the City's asset management system, using pipe bursting or trenchless sewer repair.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Broadway Avenue Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 3, Ward 4					
ID	24-1040-06					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Highland St. to Wallace St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	800,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	75,000
Total	\$0	\$0	\$0	\$0	\$0	\$875,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Drive-through Kiosk for Utility Billing					
Category	Utilities					
Department	0310 - UTILITY BILLING	Approved Project				
Ward	Ward 3					
ID	24-0310-01					
Project Description Install a kiosk to replace the current drive-through window at City Hall to allow customers to access their utility account, check their balance, and pay their bill anytime.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$35,836	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	9,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	15,173	15,173	15,173	15,173	15,173
Total	\$44,836	\$15,173	\$15,173	\$15,173	\$15,173	\$15,173

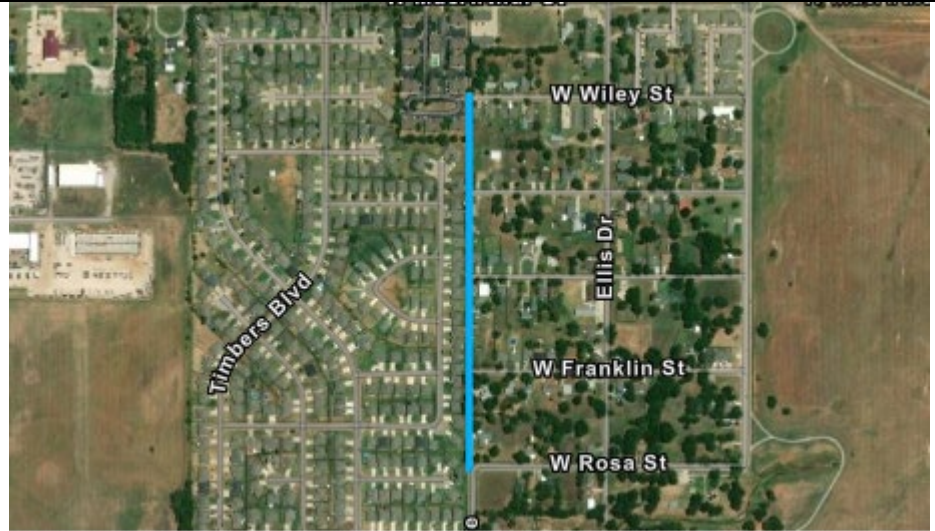
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Georgia Street Lift Station Upgrade					
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1					
ID	24-0810-20					
Project Description Upgrade the existing lift station west of Georgia Street to submersible pumps.						
Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	200,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	50,000	0	0	0	0	0
Total	\$50,000	\$200,000	\$0	\$0	\$0	\$0

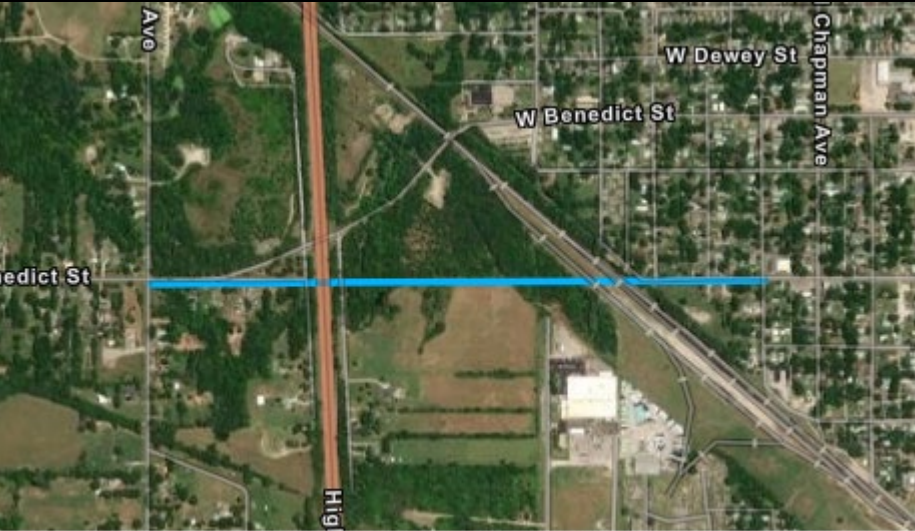
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Golden Acres Water Line Loop Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 6					
ID	24-1040-07					
Project Description Connect existing dead-end segments to create a loop. The project is designed to increase availability and reliability of water in the area and eliminate repetitive maintenance activities required to flush dead-end hydrants.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	850,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	100,000
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	80,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,030,000

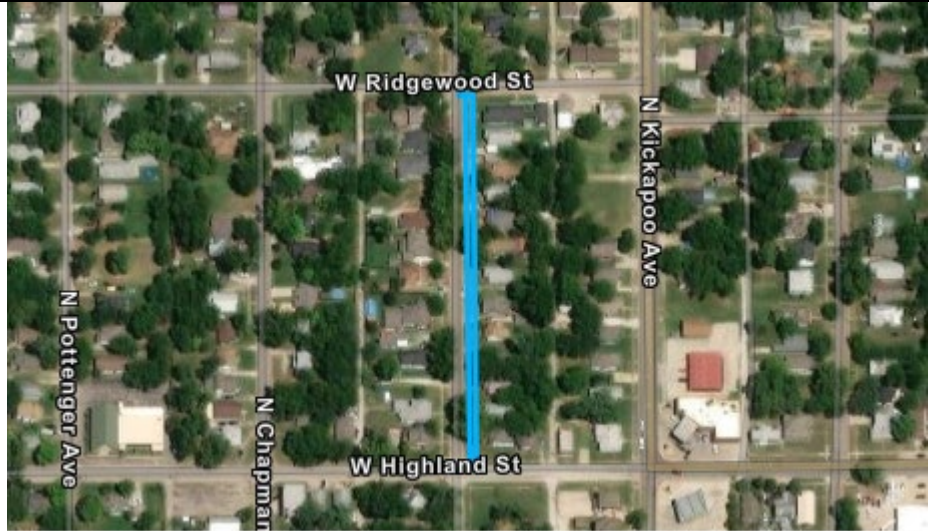
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Highland Street Water Line Project		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-09					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (N Pottenger Ave. to N Leo Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	1,740,000	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	110,000	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	40,000	0	0
Total	\$0	\$0	\$0	\$150,000	\$1,740,000	\$0

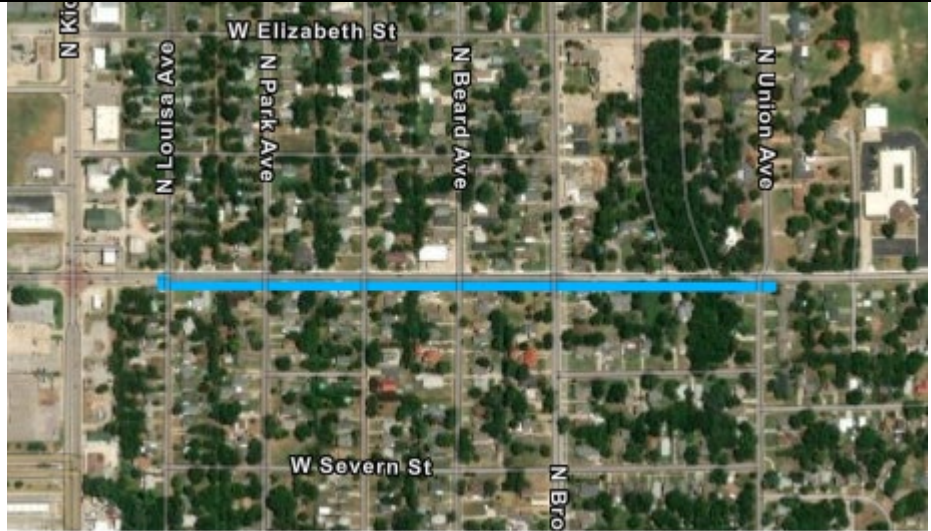
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Hoffman's Addition Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 3					
ID	24-0810-14					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Aydelotte Ave., from Ridgewood St. to Highland St.)			Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	50,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,050,000

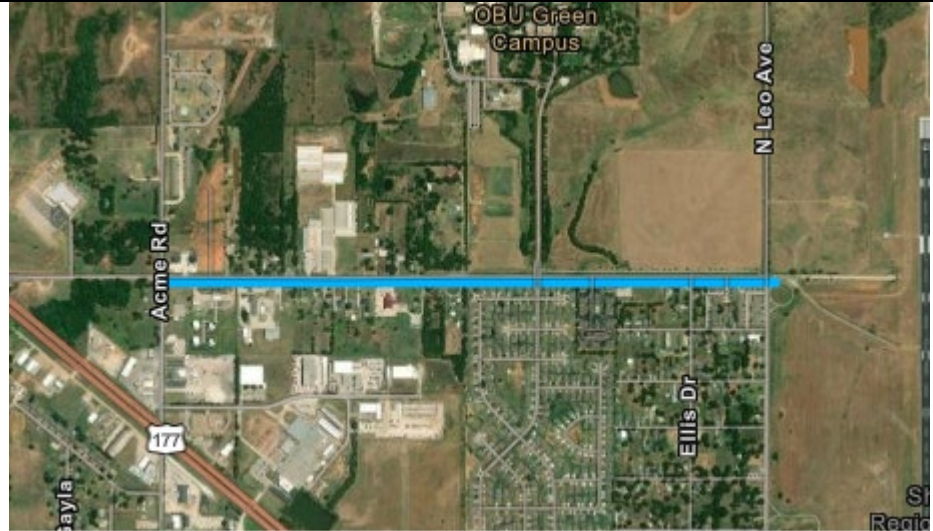
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Independence Street Water Line Project		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 2					
ID	24-1040-02					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Union Ave. to Louisa Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	850,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	80,000
Total	\$0	\$0	\$0	\$0	\$0	\$930,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	MacArthur Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 6					
ID	24-1040-01					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Acme Rd. to Leo St.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	1,700,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	130,000
Total	\$0	\$0	\$0	\$0	\$0	\$1,830,000

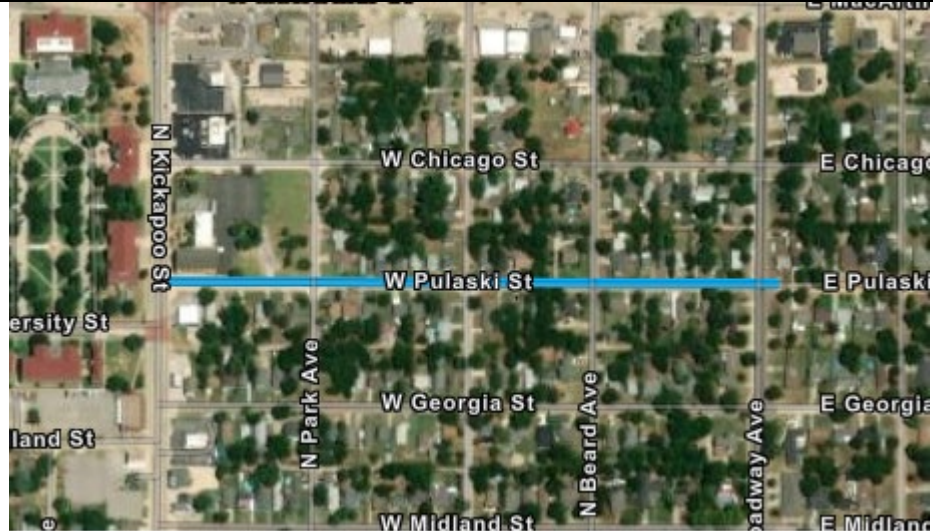
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Public Works Administration Building Renovation		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities, Utilities					
Department	1010 - UTILITY ADMINISTRATION	Approved Project				
Ward	Ward 3					
ID	24-1010-02					
Project Description Renovate the interior of the Public Works administrative building, focusing primarily on the restrooms.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	50,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$0	\$0

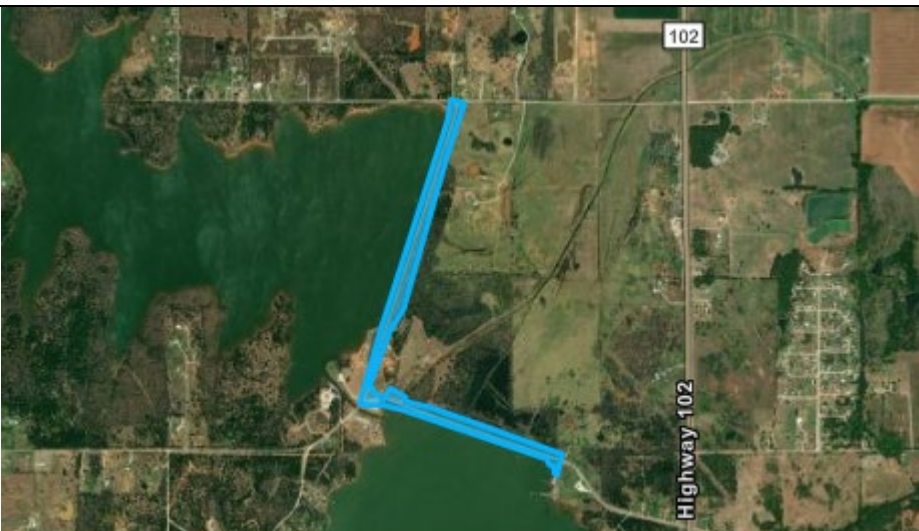
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Pulaski Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 1, Ward 6					
ID	24-1040-03					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (Broadway Ave. to Kickapoo Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	450,000	450,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	60,000	40,000	0	0
Total	\$0	\$0	\$510,000	\$490,000	\$0	\$0

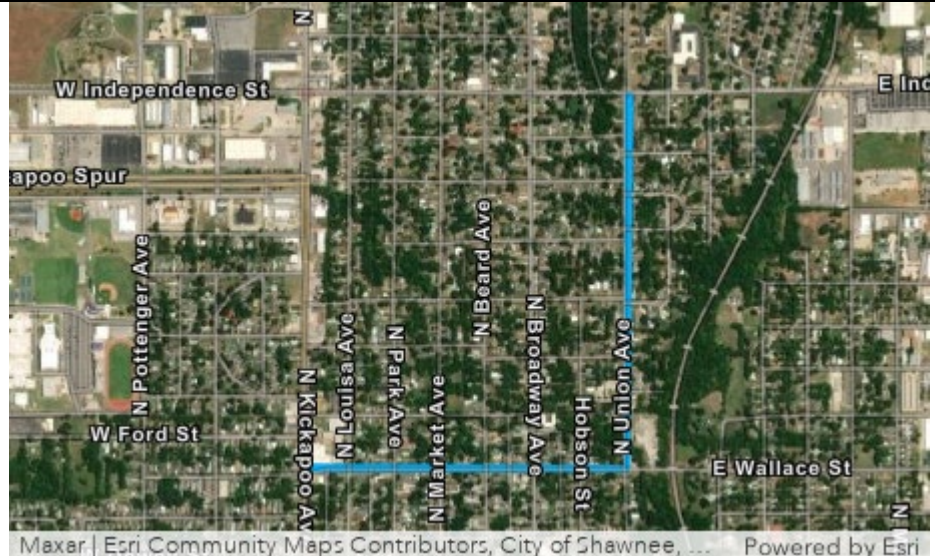
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Shawnee Twin Lake #1 Dam Rehabilitation Design		 Maxar City of Shawnee, Texas Parks & Wildlife, Esri, TomTom, ... Powered by Esri			
Category	Public Safety, Utilities, Streets/Traffic, Twin Lakes - Covers multiple categories					
Department	0810 - ENGINEERING	Ongoing Project				
Ward	Ward 2					
ID	24-0810-03					
Project Description Evaluate and design solutions to mitigate issues identified in recent Lake dam inspection.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	1,000,000	0	0	0	0	0
Total	\$1,000,000	\$0	\$0	\$0	\$0	\$0

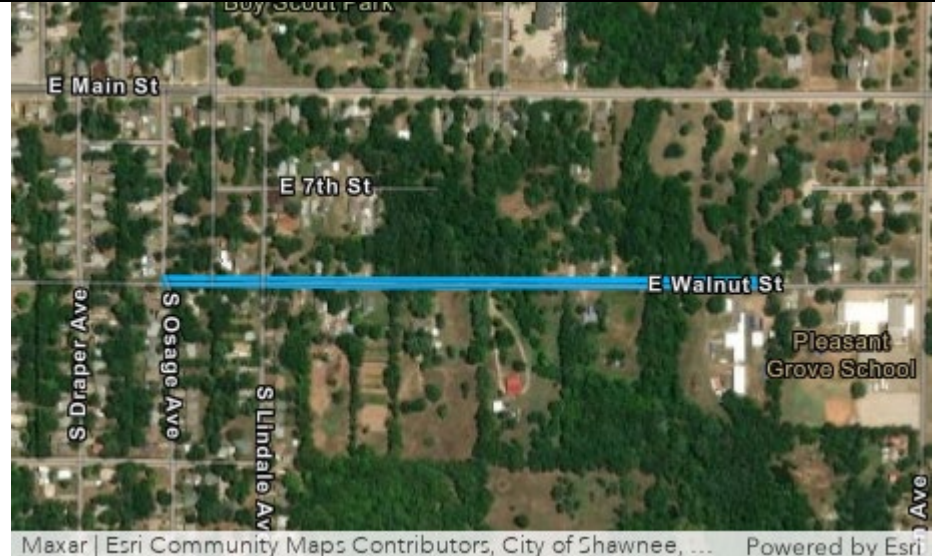
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wallace Street and Union Avenue Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Future Project				
Ward	Ward 2, Ward 4, Ward 5					
ID	24-1040-05					
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	2,000,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	160,000
Total	\$0	\$0	\$0	\$0	\$0	\$2,160,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Walnut Street Water Line Project					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Approved Project				
Ward	Ward 4					
ID	24-1040-03					
Project Description Replace a segment of waterline and extend the existing waterline to create a loop. The project is designed to increase availability and reliability of water in the area. (West of Bryan Ave. to Osage Ave.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	400,000	450,000	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	60,000	20,000	0	0
Total	\$0	\$0	\$460,000	\$470,000	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Wastewater Treatment Plant Updates					
Category	Utilities					
Department	1010 - UTILITY ADMINISTRATION	Ongoing Project				
Ward	Ward 1					
ID	C-20-01					
Project Description Convert the Southside Wastewater Treatment Plant into a large lift station, construct a cross-town force-main, and construct a new Northside Wastewater Treatment Plant to enhance the facility's treatment process and capacity.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	23,500,000	14,000,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	1,500,000	1,000,000	0	0	0	0
Total	\$25,000,000	\$15,000,000	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Water Treatment Plant Lagoon Outfall Structure / Flow Meter		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Utilities					
Department	1030 - WATER PRODUCTION	Pending Project				
Ward	Ward 3					
ID	25-1010-01					
Project Description Construct an outfall structure / flow meter for the water treatment plant lagoon.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	150,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	40,000	0	0	0	0	0
Total	\$40,000	\$150,000	\$0	\$0	\$0	\$0

Shawnee Airport Authority

Fund 511

The Shawnee Airport Authority Fund accounts for the construction or major reconstruction of airport facility projects. The fund's major funding source include rental revenues and federal grants for capital projects.

City of Shawnee

FY 2025-2029 Capital Improvement Plan

511 - SHAWNEE AIRPORT AUTHORITY

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Reconstruct Public Access Aircraft Parking Apron	\$0	\$0	\$0	\$0	\$0	\$6,208,355
Replace Precision Approach Pathway Indicator Light System	\$150,000	\$0	\$0	\$0	\$0	\$0
Taxilane Reconstruction	\$200,000	\$2,038,350	\$0	\$0	\$0	\$250,000
Total	\$350,000	\$2,038,350	\$0	\$0	\$0	\$6,458,355

Total record count: 3

511 - SHAWNEE AIRPORT AUTHORITY

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Reconstruct Public Access Aircraft Parking Apron		 Shawnee Regional Airport Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Public Facilities					
Department	0120 - AIRPORT	Future Project				
Ward	Ward 6					
ID	25-0120-02					
Project Description Remove the existing asphalt public access aircraft parking ramp, and replace with concrete.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	5,928,355
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	280,000
Total	\$0	\$0	\$0	\$0	\$0	\$6,208,355

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Replace Precision Approach Pathway Indicator Light System					
Category	Public Facilities					
Department	0120 - AIRPORT	Future Project				
Ward	Ward 6					
ID	25-0120-03					
Project Description Replace the Precision Approach Pathway Indicator (PAPI) Light System, originally installed in 1997 with a new LED type system.						

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Taxilane Reconstruction					
Category	Shawnee Regional Airport - Aircraft Taxilanes					
Department	0120 - AIRPORT	Approved Project				
Ward	Ward 6					
ID	24-0120-02					
Project Description Reconstruct various taxilanes that grant access to existing publicly owned hangar buildings.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	2,038,350	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	200,000	0	0	0	0	250,000
Total	\$200,000	\$2,038,350	\$0	\$0	\$0	\$250,000

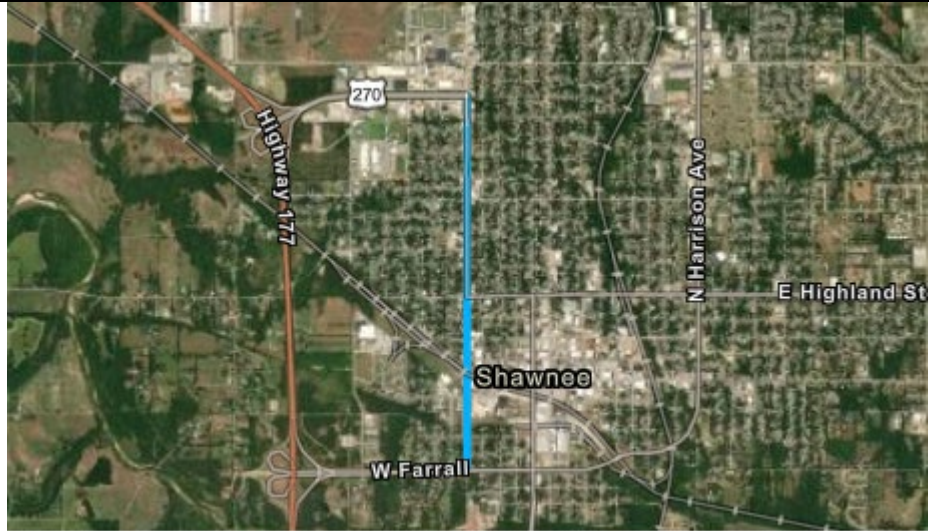


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Other or Unknown Funding

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Kickapoo Avenue (South) Reconstruction and Widening					
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 2, Ward 3					
ID	24-0920-30					
Project Description Reconstruct and widen Kickapoo Avenue, from the Kickapoo Spur to Farrall Street. (This is an Oklahoma Department of Transportation-sponsored project.)						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

UNKNOWN Funding

Project Title	FY2025	FY2026	FY 2027	FY 2028	FY 2029	FY30-34
Airport Master Plan Update	\$200,000	\$0	\$0	\$0	\$0	\$0
Auditorium / Senior Center Gym Floor Replacement	\$0	\$0	\$0	\$0	\$0	\$0
Auditorium / Senior Center Stage Floor Repair	\$0	\$0	\$0	\$0	\$0	\$0
Santa Fe Depot Remodel - Phase 2	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0
Total	\$500,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0

Total record count: 4

UNKNOWN

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Airport Master Plan Update	
Category	Shawnee Regional Airport	
Department	0120 - AIRPORT	Future Project
Ward	Ward 6	
ID		
Project Description Complete a comprehensive update of the Airport Master Plan. 1. Study current airport layout and components. 2. Investigate concepts and alternatives, and formulate feasible short-, medium-, and long-term development plans. 3. Establish an achievable schedule for implementation. 4. Identify financial options to fund proposed developments. 5. Address relevant issues to comply with local, state, and federal regulations. 6. Create a framework for a continuous planning process.		



Earthstar Geographics | City of Shawnee, Texas Parks & Wildlif... Powered by Esri

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	200,000	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

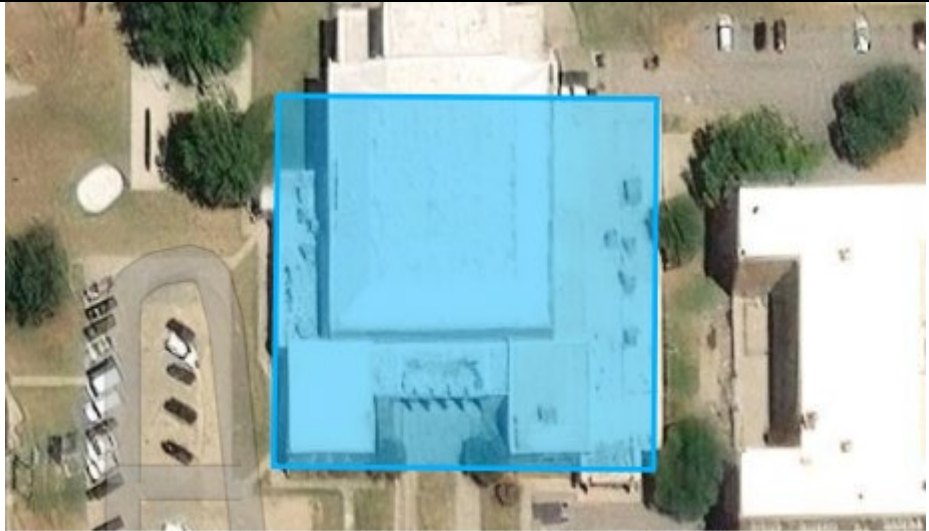
City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Auditorium / Senior Center Gym Floor Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	1120 - RECREATION	Approved Project				
Ward	Ward 3					
ID	24-1120-01					
Project Description Replace the gym floor at the Auditorium / Senior Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Auditorium / Senior Center Stage Floor Repair		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Parks & Rec, Public Facilities					
Department	1120 - RECREATION	Approved Project				
Ward	Ward 3					
ID	24-1120-02					
Project Description Repair the stage floor at the Auditorium / Senior Center.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Santa Fe Depot Remodel - Phase 2		 Maxar, Microsoft Esri Community Maps Contributors, City of ... Powered by Esri			
Category	Public Facilities					
Department	0110 - CITY MANAGER	Future Project				
Ward	Ward 3					
ID	25-0110-01					
Project Description Rehabilitate the Santa Fe Depot's exterior and interior.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	2,000,000	1,000,000	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	300,000	0	0	0	0	0
Total	\$300,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEARS 2025-2029 CAPITAL IMPROVEMENT PLAN.

WHEREAS, the City Commission approved the Capital Improvement Plan Policy on December 19, 2022; and

WHEREAS, the Policy requires that a Capital Improvement Plan be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, and that a public hearing be held thereon prior to the adoption of said plan; and

WHEREAS, the plan for the fiscal years July 1, 2024 through June 30, 2029, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required, and all comments and objections have been considered; and a public hearing was held May 20, 2024, at City Hall Commission Chambers at 16th West 9th Street, Shawnee, Oklahoma; and

WHEREAS, the following is a summary of the anticipated project costs by year, to wit:

Fund	FY 2025	FY 2026	FY 2027	FY 2027	FY 2029	Total 5-Year CIP
301 - CAPITAL IMPROVEMENT FUND	4,904,149	2,477,456	1,331,640	2,952,350	752,639	12,418,234
302 - STREET IMPROVEMENT FUND	1,090,000	1,020,000	1,090,000	1,380,000	1,650,000	6,230,000
303 - 2018 CAPITAL IMPROVEMENT FUND	1,325,774	100,000	100,000	100,000	100,000	1,725,774
301 - CAPITAL IMPROVEMENT FUND & 303 - 2018 CAPITAL IMPROVEMENT	2,455,000	0	0	0	0	2,455,000
302 - STREET IMPROVEMENT FUND & 303 - 2018 CAPITAL IMPROVEMENT	6,780,000	5,780,000	1,280,000	1,200,000	1,200,000	12,418,234
304 - AMERICAN RESCUE PLAN FUND	11,384,227	0	0	0	0	11,384,227
501 - SHAWNEE MUNICIPAL AUTHORITY	27,384,836	16,365,173	1,985,173	2,125,173	2,755,173	50,615,528
511 - SHAWNEE AIRPORT AUTHORITY	350,000	2,038,350	0	0	0	2,388,350
Total	55,673,986	27,780,979	5,786,813	7,757,523	6,457,812	99,635,347

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

THAT the Capital Improvement Plan for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, is hereby adopted as the plan for the said City of Shawnee, Oklahoma, for the period of July 1, 2024 through June 30, 2029.

Passed and approved this 17th day of June, 2024

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ED BOLT, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK

DRAFT



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Resolution adopting the Fiscal Year 2024-2025 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2024, through June 30, 2025.

Background: On April 15, 2024, the proposed Fiscal Year 2024-2025 Budget was presented to the City of Shawnee Board of Commissioners.

On May 20, 2024, the Fiscal Year 2024-2025 Budget proposal was the subject of a formal public hearing.

Prepared in accordance with the City of Shawnee's Municipal Code, Section 2-96, and in compliance with the Oklahoma Municipal Budget Act, Title 11 of the Oklahoma Statutes, Section 17-201 et seq., City staff is requesting that the City Commission consider the approval of a resolution to adopt the Fiscal Year 2024-2025 Budget for the City of Shawnee, finding all things requisite and necessary have been done in the preparation and presentation of the budget.

Financial Impact: (Refer to attached FY 2024-2025 Budget Book)

Attachments: ShawneeOkBudget24-25, FY24-25 Public Hearing Notice, FY24-25 GA Budget Resolution

Staff Recommendation: Approval of the item



Fiscal Year 2025 Proposed Budget

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April 15, 2024

Honorable Mayor, City Commissioners, and Fellow Citizens of the City of Shawnee,

A year after the April 19, 2023, tornado, the City of Shawnee and the community as a whole continue to recover from this devastating event. The City is grateful to our residents, businesses, and community institutions, and we share in their unbroken spirit to see our community fully restored. The City remains in active coordination with our insurance, the Oklahoma Department of Emergency Management and Homeland Security (OEMDHS), and the Federal Emergency Management Agency (FEMA) for needed tornado repairs and reconstruction. The City of Shawnee is thankful to share that, while the budget may be modest and the remaining restoration needs are many, the City's [Fiscal Year 2024-2025 Budget](#) will nevertheless serve the critical needs of our cherished community.

The budget before you is the result of months of preparation and cross-departmental conversations about the essential functions the City performs, the identification and closure of existing gaps, the discussion of areas for desired improvement, and the consideration of future growth. Spanning July 1, 2024, through June 30, 2025, this budget again demonstrates our City's commitment to community priorities, shared values, and continued growth, using deliberate planning and priority setting to build financial resiliency, improve quality of life, and foster sustainability.

As you know, the City of Shawnee encompasses a general government component as well as two public trusts, specifically the Shawnee Airport Authority and the Shawnee Municipal Authority.

- The general government component of the City of Shawnee supports administration, code enforcement, community development, engineering, financial management, municipal court, parks and recreation, public safety, streets and traffic, and tourism.
- The Shawnee Airport Authority (SAA) for the City of Shawnee oversees capital improvements, maintenance, and operation of the Shawnee Regional Airport.
- The Shawnee Municipal Authority (SMA) for the City of Shawnee is comprised of administration, as well as water distribution, one water treatment plant, wastewater collection, and two wastewater treatment plants.

In compliance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, as well as in accordance with the City's Municipal Code, Section 2-96, the City of Shawnee must prepare and adopt an annual budget. In general, appropriations lapse at the end of the fiscal year, although fund allocations for capital projects may be carried forward into the next fiscal year if the capital project has not yet been completed. The City's Fiscal Year 2024-2025 Budget has been prepared using best practices and techniques recommended by the Governmental Accounting Standards Board (GASB) as well as the financial policies adopted by the City Commission. The budget is organized by fund and department, and it must also be adopted by the City Commission at the fund-level detail.



Within the regulatory framework and these best practices, the Fiscal Year 2024-2025 Budget continues the path set by the preceding four years. General Fund revenues were again estimated conservatively and represent a six (6) percent increase over the Fiscal Year 2023-2024 Original Budget. The estimated growth is derived from recent tax revenue trends, which resulted in projected growth rates of a quarter (0.25) percent for sales tax and ten (10) percent for use tax. This methodology was chosen in response to the significant influence of the April 19, 2023, tornado impact and subsequent recovery. Revenue projections for other funds were based on the analysis of several years of historical data.

Particularly in light of the need for operating reserves when a disaster strikes, it bears repeating that the Fiscal Year 2024-2025 Budget was also guided by the “Budgeting and Financial Planning Policies”, which were adopted by the City Commission on March 7, 2022. These policies specifically prescribe the following:

- The City will not borrow from any external source to fund ongoing operations.
- Excess Fund Balances should not be used to support ongoing operations but may be budgeted to fund one-time expenditures.
- Each City fund should include a Contingency Reserve of no less than two (2.0) percent of the fund’s budgeted operating expenditures.
- Specifically, the General Fund must maintain Operating Reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget. Other funds that also support personnel or operating expenditures must maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures.

Maintaining the required operating reserves and contingency reserves, has resulted in a conservative position budget which is accompanied by multiple high priority capital improvements:

- The City is holding steady at 300.5 full-time equivalent positions citywide, which account for 68 percent of the General Fund, as well as 15 percent of the Shawnee Municipal Authority and 33 percent of the Shawnee Airport Authority funding.
- Accounting for a combined total of over \$70 million, the majority of high priority capital requests have been accommodated within the Fiscal Year 2024-2025 Budget. The planned improvements were derived from the needs expressed by each one of the general government City departments as well as the Shawnee Airport Authority and Shawnee Municipal Authority. Several of the projects started in prior fiscal years*:
 - ♦ Wastewater treatment plant update* (will continue into next fiscal year)
 - ♦ Water and wastewater line replacements (ARPA funding)
 - ♦ Roadway panel replacements and overlays (will continue into next fiscal year)
 - ♦ South Kickapoo Avenue widening* (will continue into next fiscal year)
 - ♦ Main Street Bridge replacement* (will continue into next fiscal year)
 - ♦ Twin Lake # 1 Dam repair* (will continue into next fiscal year)



- ◆ 45th Street Phase 1 right-of-way and construction* (will continue into next fiscal year)
- ◆ New animal shelter*
- ◆ Boat dock for Twin Lakes patrol*
- ◆ Ongoing replacement of vehicles for fire, police, and public works
- ◆ Ongoing replacement of public safety gear
- ◆ Ongoing Information Technology upgrades and routine equipment replacement

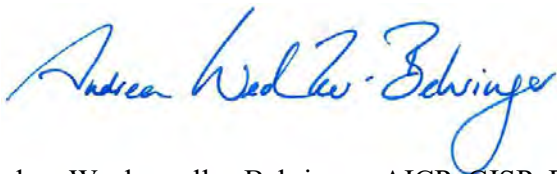
With the City's adoption of its Capital Improvement Plan, additional investment needs have already been identified and prioritized for implementation in subsequent years.

- Lastly, the Fiscal Year 2024-2025 Budget includes the continuation of consultant service agreements, which also began in previous years:
 - ◆ Unified Development Code (adoption and close-out)
 - ◆ Phase 2 of the Twin Lakes Survey

All in all, the Fiscal Year 2024-2025 Budget for the City of Shawnee presents an optimal outline of the revenues and expenditures for maintenance and operations activities as well as capital improvement projects associated with the City's delivery of core municipal services to our community.

In closing, I want to thank the Finance Department and the entire Management Team for their many hours of service during the Fiscal Year 2024-2025 Budget process. Together, we look forward to a successful year, full of meaningful partnerships, ongoing recovery, and strategic renewal.

Sincerely,



Andrea Weckmueller-Behringer, AICP, GISP, RAS
City Manager



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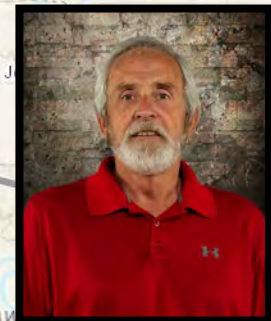
Ed Bolt
Mayor



Lauren Richter
Commissioner
Ward 6



Daniel Matthews
Commissioner
Ward 1



Mark Sehorn
Commissioner
Ward 5



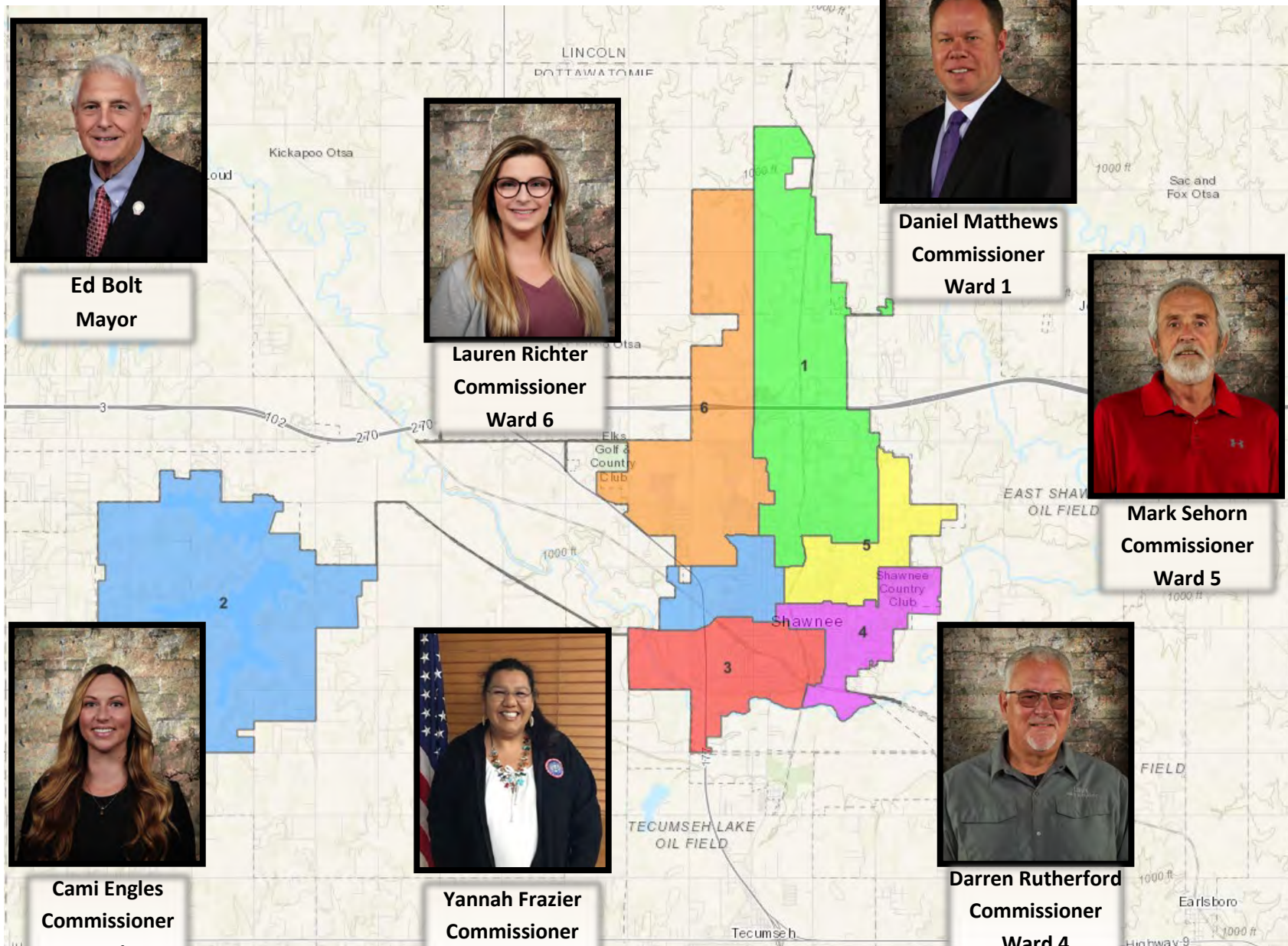
Cami Engles
Commissioner
Ward 2



Yannah Frazier
Commissioner
Ward 3



Darren Rutherford
Commissioner
Ward 4



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About Shawnee

General Information

The City of Shawnee is a vibrant and growing community that strives to maintain its rich history, cultural diversity, and family-oriented appeal, while continually adapting to the evolving needs of its citizens. The City strives to provide exceptional amenities to its growing population, and endeavors to embody what a great community should be – family-friendly, welcoming, informed, invested, and responsible.



Shawnee is located 35 miles east of Oklahoma City and has a population of almost 32,000. The City serves as a regional hub for the surrounding communities and is the county seat for Pottawatomie County, which has a population of approximately 72,000.

Incorporated in 1894, the City of Shawnee adopted its first Charter in 1908 to establish the basic structure of the City's organization, powers, function, and essential procedures. Since 1930, Shawnee has operated under a managerial form of government. The City Board of Commissioners passes all ordinances, appoints the City Attorney, City Judge and City Treasurer, and also appoints a City Manager. The City Manager is responsible for overseeing the day-to-day operations of the government, implementing policy established by the City Commission, and appointing the heads of the various departments. The City Commission is purely representative in form, and its power is derived directly from the people.

History

Shawnee has a long and rich history of settlement, development, and expansion. Since its initial conception, Shawnee has frequently been a center of industrial progress that fueled its development and expansion. Along the way, many familiar and historic places in Shawnee were built. A great number of these historic buildings, thoroughfares, and features still exist as sources of pride and benchmarks for the opportunities and possibilities that Shawnee is capable of. We are building upon a legacy, not building over it.

The area surrounding Shawnee was settled after the Civil War by a number of tribes that the federal government had removed to Indian



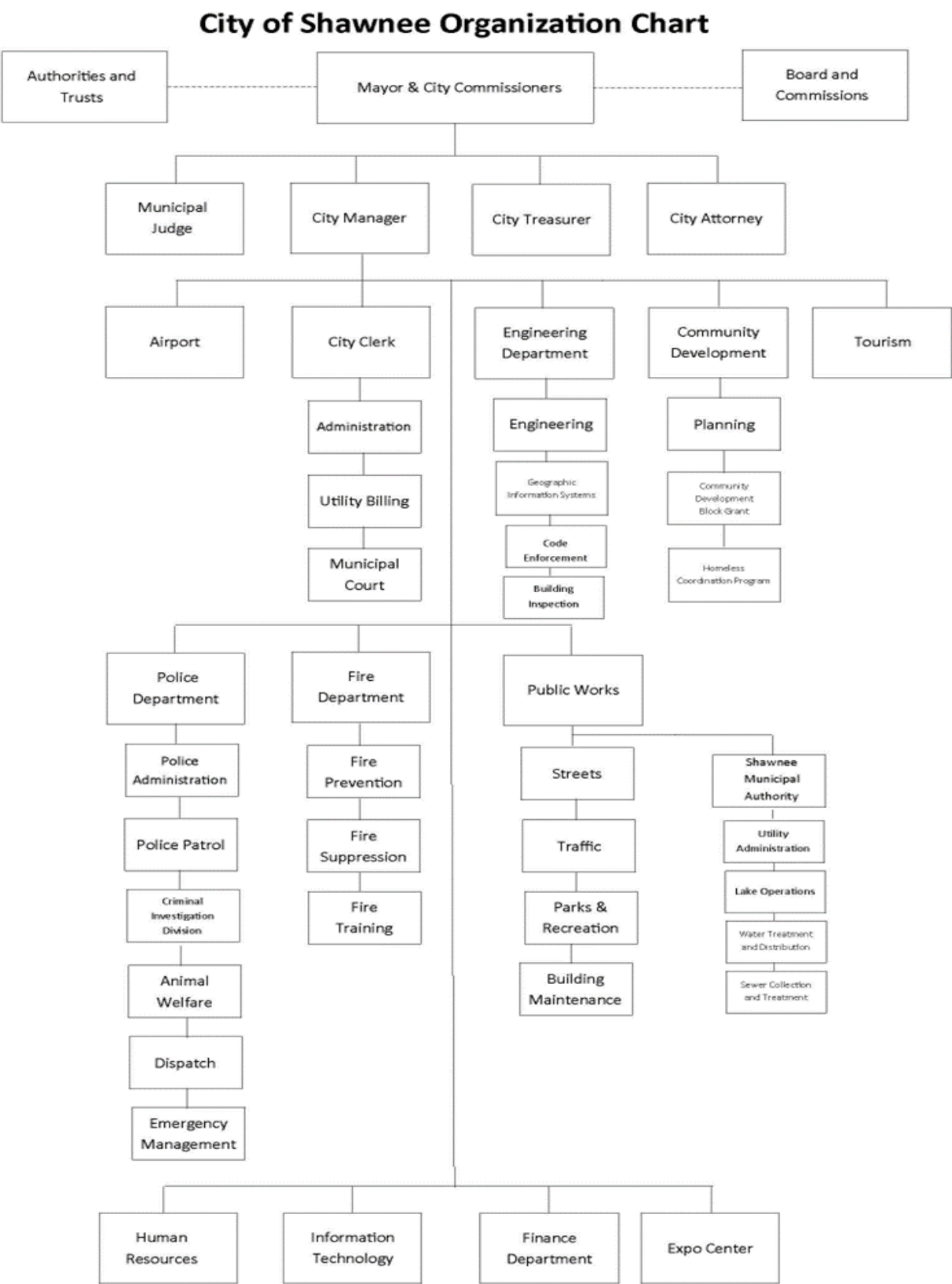
About Shawnee

Territory. The Sac and Fox were originally deeded land in the immediate area but were soon followed by the Kickapoo, Shawnee, and Potawatomi Indians. Members of the tribes continue to reside today in and around Shawnee. It was opened to settlement in the Land Run of September 22, 1891. The quarter section of land on which the original city was built was entered by Henry G. Beard, in 1892. Mr. Beard entered into an agreement with the promoters of the Choctaw, Oklahoma & Gulf Railroad Company, to build through his farm, and in consideration he gave the railway company one-half his claim of one hundred and sixty acres. The railroad was accordingly built through his farm, and the City of Shawnee began its existence as a thriving, growing, and expanding commercial center when the first train arrived.

West Main Street is an excellent example of many Main Street communities that emerged in the late 19th century as part of the westward movement. Choosing not to organize its activity around a central square, as did many towns in New England, the South, and upper-Midwest, Shawnee represents a distinctly western model of urban development. Depending on railroad lines for its economic health, Shawnee's Main Street became the focal point for commercial, manufacturing, and entertainment activity beginning in 1895. Shawnee's early economic success was developed around the railroad industry. The Santa Fe Train Depot (still extant), with its unique architecture, serves as a visible reminder of the City's dependence on the train.



Organizational Chart



Personnel Summary

Full-time Equivalent Employees

Fund	Department	FY 2023	FY 2024	FY 2025
General Fund	City Manager	4	4	4
	Finance	6	6	6
	Information Systems	4	4	4
	Municipal Court	4	4	4
	City Clerk	3	3	3
	Human Resources	3	3	3
	Planning	3	3	3
	Code Enforcement	7	8	8
	Police Administration	6	6.5	6.5
	Police Patrol	61	68	68
	CID	11	6	6
	Animal Control	3	4	4
	Dispatch	13	13	13
	Fire Admin	5	5	5
	Fire Suppression	51	51	51
	Fire Training	1	1	1
	Emergency Management	1	1.5	1.5
	Engineering	3	4	4
	Streets	14	14	14
	Traffic Control	3	3	3
	Parks	14	14	14
	Cemetery	4	3	3
	Recreation	3.5	6.5	6.5
	Building Maintenance	6	5	5
General Fund Total		233.5	240.5	240.5
Aquatic Center	Pool	2	1	1
CDBG Grants	CDBG	1	1	1
Hotel/Motel	Tourism	2	2	2
Shawnee Airport Authority	Airport	4	4	4
Shawnee Municipal Authority	Utility Billing	4	4	4
	Utility Admin	4	4	4
	Water Production	8	8	8
	Water Distribution	13	13	13
	North Sewer Treatment Plant	6	6	6
	South Sewer Treatment Plant	7	7	7
	Sewer Collection	10	10	10
Shawnee Municipal Authority Total		52	52	52
Total Full-Time Equivalent Employees		294.5	300.5	300.5



Budget Calendar

02/01/2024 Department Heads begin formulating budget requests

02/28/2024 Budget Proposals Due - Operating & Capital Improvements

3/1-31/2024 Departments meet with Finance & City Manager's Office

04/01/2024 Finalize Budget

04/15/2024 Introduce Proposed Budget to City Commission

05/20/2024 Budget Public Hearing

Presentation of the 5-year Capital Improvement Project Plan

06/17/2024 Budget Adoption

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Fund Descriptions

General Fund	The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The most significant operating revenue is sales tax.
Grant Fund	The Grant Fund is responsible for recording and expending certain grants received by the City.
Street & Alley Fund	The Street & Alley Fund covers the operation of traffic lights for the City of Shawnee streets and thoroughfares through dedicated taxes.
E-911 Fund	The E-911 Fund assists in maintaining the operations of the City's 911 emergency services through dedicated taxes.
Economic Development Fund	The Economic Development Fund provides for the City of Shawnee's economic development activities through a dedicated sales tax. This includes contracts for economic development.
Spay/Neuter Fund	The Spay and Neuter Fund provides for the spaying and neutering of animals in the care of Animal Welfare.
Hotel/Motel Surcharge Fund	The Hotel/Motel Fund accounts for the collection of the City's hotel/motel surcharge, used to encourage, promote and foster tourism.
Police Sales Tax Fund	The Police Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for police officers.
Fire Sales Tax Fund	The Fire Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for firefighters.
Tax Incremental Finance Fund	The Tax Increment Financing Fund receives property tax collected in the downtown Tax Increment Financing District to be used for the revitalization of downtown Shawnee.
CDBG Grants	The CDBG Grant Funds account for federal funds received by the City and expenditures related to the operation of this program with a focus on home rehabilitation.
Capital Improvement Fund	The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The funds major funding source is sales tax.
Street Improvement Fund	The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The funds major funding source is sales tax.
2018 Capital Improvement Fund	The 2018 Capital Improvement Fund accounts for a 10-year half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.
American Rescue Plan Fund	The American Rescue Plan Fund consists of federal funds received under the federal American Rescue Plan passed in 2021.



Fund Descriptions

2023 Capital Improvement Fund	The 2023 Capital Improvement Fund accounts for the additional half-cent sales tax that was passed in January 2023 to be used for infrastructure projects. It specifically serves as collateral for the loans received from the Oklahoma Water Resources Board which funded the Wastewater Treatment Plant update.
Aquatic Fund	The Aquatic Fund is the main operating fund for the City pool and is funded through pool fees and a General Fund subsidy.
Workers' Compensation Self-Insurance Fund	The Workers' Compensation Self-Insurance Fund accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.
Library Fund	The Library Fund accounts for the maintenance of the City library. The main funding source is a General Fund transfer.
Cemetery Perpetual Care Fund	The Cemetery Perpetual Care Fund accounts for the continuing care and maintenance as well as future capital investments of the City-owned cemetery funded with fees restricted by external sources.
Sister Cities Fund	The Sister Cities Fund accounts for the activities carried out under the Sister Cities program with Nikaho, Japan.
Shawnee Municipal Authority	The Shawnee Municipal Authority accounts for the City's water, sewer, and sanitation operations. The major funding source is user charges.
Water System Capital Improvement Fund	This fund is to account for the water system capital projects.
Wastewater System Capital Improvement Fund	This fund is to account for the wastewater system capital projects.
Meter Maintenance Fund	This fund receives revenue from a fee collected on utility bills and accounts for debt service and the maintenance of meters.
Shawnee Airport Authority	The Shawnee Airport Authority fund provides for the operation of the City of Shawnee Municipal Airport. The main revenue sources include rental revenues, fuel sales and federal grants for capital projects.



Fund Matrix

	Governmental	Enterprise	Major	Nonmajor
General Fund	X		X	
Grant Fund	X			X
Street & Alley Fund	X			X
E-911 Fund	X			X
Economic Development Fund	X			X
Spay/Neuter Fund	X			X
Hotel/Motel Surcharge Fund	X			X
Police Sales Tax Fund	X			X
Fire Sales Tax Fund	X			X
Tax Incremental Finance Fund	X			X
CDBG Grants	X			X
Capital Improvement Fund	X		X	
Street Improvement Fund	X		X	
2018 Capital Improvement Fund	X		X	
American Rescue Plan Fund	X		X	
2023 Capital Improvement Fund	X		X	
Aquatic Fund	X			X
Workers' Compensation Self-Insurance Fund	X			X
Library Fund	X			X
Cemetery Perpetual Care Fund	X			X
Sister Cities Fund	X			X
Shawnee Municipal Authority		X	X	
Water System Capital Improvement Fund		X		X
Wastewater System Capital Improvement Fund		X		X
Meter Maintenance Fund		X		X
Shawnee Airport Authority		X	X	



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Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2024-2025																															
	001	010	101	102	104	105	106	107	108	112	190	191	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709			
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total		
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																															
1 Beginning Budgetary Fund Balance	5,438,371	4,000,000	-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	4,238,624	6,774,399	8,574,157	1,024,081	2,196,495	-	1,426,038	600,000	1,100,000	414,955	297,325	-	3,175,746	-	193,805	42,500	42,129,555		
2 Taxes	22,758,344	-	283,900	414,000	388,945	-	574,000	486,182	486,182	200,000	-	-	3,014,326	3,403,271	3,889,453	-	3,889,453	-	-	-	-	-	-	-	-	-	-	-	-	39,788,056	
3 Intergovernmental	401,500	236,500	-	-	-	-	-	-	-	-	905,616	192,198	180,000	-	-	11,013,476	-	-	38,285	1,000,000	-	-	180,000	-	-	-	-	-	-	14,147,575	
4 License and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	-	-	-	-	-	606,025	
5 Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500	
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	145,000	15,972,385	-	-	850,000	-	-	-	-	-	-	-	17,205,620	
8 Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	-	239,700	-	-	-	-	-	-	302,800	
9 Interest Income	314,900	-	-	-	-	-	-	-	-	-	-	-	2,000	2,500	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900	
10 Other Revenues	113,000	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	-	-	-	-	-	55,000	280,000	-	45,000,000	-	226,250	-	50,000	-	4,000	-	-	45,762,010	
11 Transfers In	5,532,364	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	274,948	4,989,453	910,000	1,439,000	-	230,230	828,582	-	93,376	-	-	-	14,631,010	
TOTAL	35,741,314	4,236,500	559,260	832,911	749,375	2,200	1,228,852	486,182	486,182	1,410,866	918,816	192,198	7,434,950	10,180,170	12,465,110	12,037,557	6,150,005	488,948	22,734,186	2,510,000	47,539,000	1,264,955	1,173,505	828,582	3,225,746	93,376	197,805	42,500	175,211,051		
APPROPRIATIONS :																															
1 Administration	2,034,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	-	2,036,983	
2 Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	-	739,508	
3 Information Systems	652,627	-	-	-	-	-	-	-	-	-	-	-	352,350	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	1,007,294	
4 City Clerk	433,888	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	-	435,626	
5 Municipal Court	483,278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	-	485,595	
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,674	-	-	-	-	5,224	-	-	-	-	-	923,898	
7 Human Resources	494,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	495,797	
8 Community Development	605,193	-	-	-	-	-	-	-	-	30,000	913,760	192,198	550,000	-	1,075,774	-	-	-	-	-	-	-	-	9,216	4,461	-	-	-	-	3,380,602	
9 Police Department and Emergency Management	10,966,402	4,215,000	-	413,048	-	2,200	-	-	-	-	-	-	1,570,144	-	-	-	-	-	-	-	-	-	-	491,914	185,625	-	-	-	-	17,844,333	
10 Fire Department	7,043,267	-	-	-	-	-	-	-	-	-	-	-	1,498,846	-	2,005,000	-	-	-	-	-	-	-	-	199,582	2,085	-	-	-	-	10,748,780	
11 Engineering	493,570	-	-	-	-	-	-	-	-	-	-	-	239,000	485,000	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	1,219,887	
12 Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	4,634	2,268	-	-	-	-	1,088,523	
13 Public Works	1,529,084	-	550,000	-	-	-	-	-	-	-	-	-	606,600	7,335,000	1,012,000	11,834,227	-	-	9,357,622	1,958,000	46,470,000	-	-	51,532	83,837	-	-	-	80,787,902		
14 Parks, Culture and Recreation	2,082,814	21,500	-	-	-	-	-	-	-	-	-	-	728,750	-	150,000	-	-	478,997	-	-	-	-	-	30,640	187,905	91,726	3,862	-	-	3,776,194	
15 Expo Center	944,250	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	626,671	-	-	-	-	1,670,921	
16 Building Maintenance	395,678	-	-	-	-	-	-	-	-	-	-	-	433,000	-	-	-	-	-	-	-	-	-	-	10,340	-	-	-	-	-	839,018	
17 Tourism	-	-	-	-	-	-	578,369	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,159	-	-	-	-	-	579,528	
18 Economic Development	-	-	-	-	388,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	388,000	
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500	
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,057,224	8,118	2,082,894	-	-	-	-	3,148,236	
21 Contingency Reserve	630,000	-	8,900	-	-	-	11,554	-	-	-	-	-	-	-	-	-	-	8,500	435,000	-	-	-	15,000	-	50,000	1,650	-	-	-	1,160,604	
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,122,694	-	-	-	3,860,136	-	-	433,274	-	-	-	-	-	-	-	7,416,104	
23 Transfers Out	867,554	-	-	-	-	-	-	486,182	486,182	-	-	-	500,000	600,000	-	-	3,889,453	-	6,973,057	-	-	-	-	-	-	-	-	-	-	-	13,802,428
TOTAL	31,421,980	4,236,500	558,900	413,048	388,000	2,200	589,923	486,182	486,182	30,000	913,760	192,198	6,530,690	8,420,000	7,465,468	11,834,227	3,889,453	487,497	21,544,489	1,958,000	46,470,000	433,274	1,072,224	828,582	3,225,746	93,376	3,862	42,500	154,018,261		
ENDING BUDGETARY FUND BALANCE RESERVE	4,319,334	-	360	419,863	361,375	-	638,929	-	-	1,380,866	5,056	-	904,260	1,760,170	4,999,642	203,330	2,260,552	1,451	1,189,697	552,000	1,069,000	831,681	101,281	-	-	-	193,943	-	-	21,192,790	
Percent of Ending Fund Balance/Annual Expenses	13.75%	0.00%	0.06%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	4602.89%	0.55%	0.00%	13.85%	20.90%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.30%	191.95%	9.45%	0.00%	0.00%	0.00%	5021.83%	0.00%	-	13.76%	
Impact to Fund Balance - Gain/(Loss)	(1,119,037)	(4,000,000)	360	952	945	-	(3,923)	-	-	170,000	5,056	-	(3,334,364)	(5,014,229)	(3,574,515)	(820,751)	64,057	1,451	(236,341)	(48,000)	(31,000)	416,726	(196,044)	-	(3,175,746)	-	138	(42,500)	(20,936,765)		

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2024 through June 30, 2025, as identified on May 6, 2024.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

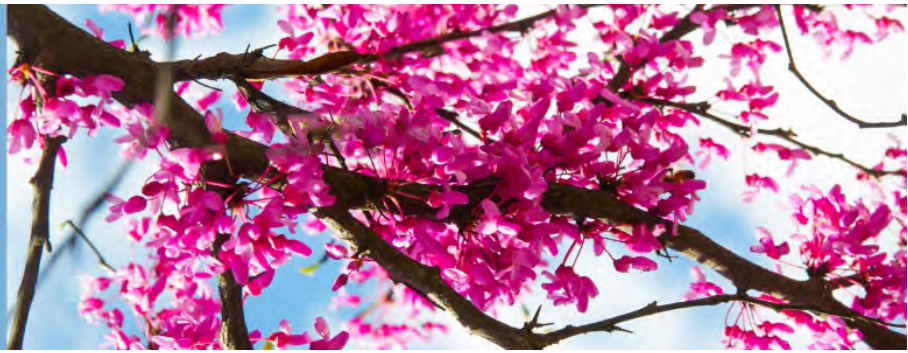
A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 20, 2024.

21 Andrea Weckmueller-Behringer, City Manager
(Seal)
Attest:
s/s Lisa Lasyone, City Clerk

FUND SUMMARIES

General Fund

FY 2024-2025 Budget Overview



Fund Description

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The most significant operating revenue is sales tax.

General Fund Budgets

Divisions

City Manager
City Attorney
Expo Operation
Finance
Information Technology
Municipal Court
City Clerk
Human Resources
Community Development
Code Enforcement
Police Administration
Police Patrol
Criminal Investigations Division
Animal Welfare
Dispatch
Emergency Management
Fire Administration
Fire Suppression
Fire Training
Engineering
Streets
Traffic Control
Parks
Cemetery
Recreation
Building Maintenance
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$28,774,989	\$28,055,586	\$28,161,286	\$30,302,943
Expenses	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980
REVENUES LESS EXPENSES	-\$220,947	-\$1,951,924	-\$2,782,982	-\$1,119,037

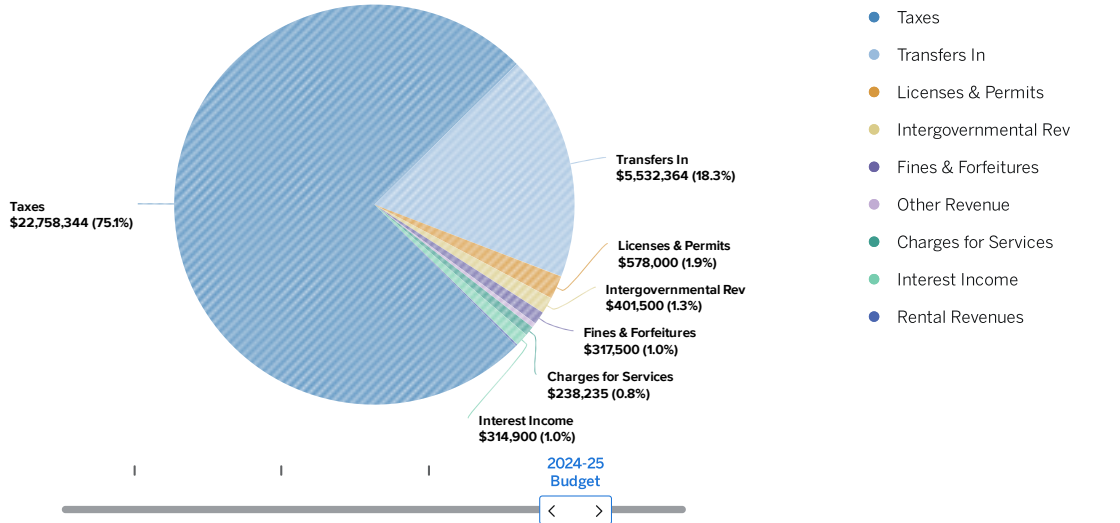
Updated On 7 May, 2024

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Broken down by

Revenues [GENERAL FUND ▾](#)

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$21,284,490	\$20,470,390	\$20,576,090	\$22,758,344
Transfers In	\$4,809,693	\$5,478,262	\$5,478,262	\$5,532,364
Licenses & Permits	\$565,986	\$492,000	\$492,000	\$578,000
Intergovernmental Rev	\$620,444	\$444,000	\$444,000	\$401,500
Fines & Forfeitures	\$497,005	\$476,000	\$476,000	\$317,500
Other Revenue	\$486,559	\$322,000	\$322,000	\$113,000
Charges for Services	\$219,191	\$238,234	\$238,234	\$238,235
Interest Income	\$230,350	\$85,600	\$85,600	\$314,900
Rental Revenues	\$61,271	\$49,100	\$49,100	\$49,100
TOTAL	\$28,774,989	\$28,055,586	\$28,161,286	\$30,302,943

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ADMINISTRATION				
CITY MANAGER	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663
CITY ATTORNEY	\$238,712	\$250,000	\$250,000	\$275,000
ADMINISTRATION TOTAL	\$1,047,166	\$2,185,350	\$1,890,721	\$2,664,663
FINANCE				
FINANCE	\$712,748	\$717,156	\$717,156	\$734,032
FINANCE TOTAL	\$712,748	\$717,156	\$717,156	\$734,032
INTERNAL SERVICES				
INFORMATION TECHNOLOGY	\$570,199	\$595,740	\$595,740	\$652,627
BUILDING MAINTENANCE	\$297,005	\$338,594	\$359,735	\$395,678
ALLOCATED COSTS	\$1,722	\$0	\$0	\$0
INTERNAL SERVICES TOTAL	\$868,926	\$934,333	\$955,475	\$1,048,305
CITY CLERK				
CITY CLERK	\$335,688	\$415,855	\$415,855	\$433,888
CITY CLERK TOTAL	\$335,688	\$415,855	\$415,855	\$433,888

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
HUMAN RESOURCES				
HUMAN RESOURCES	\$516,758	\$476,833	\$477,671	\$494,059
HUMAN RESOURCES TOTAL	\$516,758	\$476,833	\$477,671	\$494,059
TRANSFERS OUT				
TRANSFERS OUT	\$2,899,270	\$696,948	\$696,948	\$867,554
TRANSFERS OUT TOTAL	\$2,899,270	\$696,948	\$696,948	\$867,554
CITY CLERK				
MUNICIPAL COURT	\$406,911	\$488,228	\$489,241	\$483,278
CITY CLERK TOTAL	\$406,911	\$488,228	\$489,241	\$483,278
POLICE DEPARTMENT				
POLICE ADMINISTRATION	\$623,410	\$669,000	\$671,072	\$674,389
POLICE PATROL	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341
CRIMINAL INVESTIGATIONS DIVISION	\$933,320	\$1,091,917	\$1,116,749	\$734,308
ANIMAL WELFARE	\$273,706	\$306,589	\$306,589	\$344,139
DISPATCH	\$636,864	\$807,837	\$814,733	\$661,352
POLICE DEPARTMENT TOTAL	\$9,382,097	\$9,583,573	\$9,776,910	\$9,991,529
FIRE DEPARTMENT				
FIRE ADMINISTRATION	\$795,551	\$765,005	\$759,944	\$817,151
FIRE SUPPRESSION	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693
FIRE TRAINING	\$274,377	\$394,043	\$390,543	\$251,423
FIRE DEPARTMENT TOTAL	\$6,471,661	\$6,757,402	\$6,794,962	\$7,043,267
EMERGENCY MANAGEMENT				
EMERGENCY MANAGEMENT	\$807,336	\$1,813,646	\$1,835,194	\$974,873
EMERGENCY MANAGEMENT TOTAL	\$807,336	\$1,813,646	\$1,835,194	\$974,873
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$472,400	\$414,829	\$668,342	\$605,193
COMMUNITY DEVELOPMENT TOTAL	\$472,400	\$414,829	\$668,342	\$605,193
ENGINEERING				
ENGINEERING	\$321,333	\$438,738	\$438,738	\$493,570
CODE ENFORCEMENT, INSPECTIONS, AND PERMITS	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621
ENGINEERING TOTAL	\$1,106,297	\$1,440,111	\$1,736,958	\$1,525,191
CULTURE AND RECREATION				
PARKS	\$919,861	\$995,673	\$1,050,270	\$1,293,103
MUNICIPAL AUDITORIUM	\$203,434	\$481,219	\$493,149	\$532,991
SENIOR CITIZEN CENTER	\$0	\$0	\$0	\$0
EXPO CENTER	\$1,131,559	\$928,948	\$928,948	\$944,250
CULTURE AND RECREATION TOTAL	\$2,254,854	\$2,405,840	\$2,472,367	\$2,770,344
PUBLIC WORKS				
STREETS	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147
TRAFFIC CONTROL	\$337,222	\$311,014	\$572,050	\$336,937
CEMETERY	\$256,247	\$214,894	\$220,672	\$256,720
PUBLIC WORKS TOTAL	\$1,713,825	\$1,677,405	\$2,016,468	\$1,785,804
TOTAL	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980

Expenditure Breakdown by Account Type

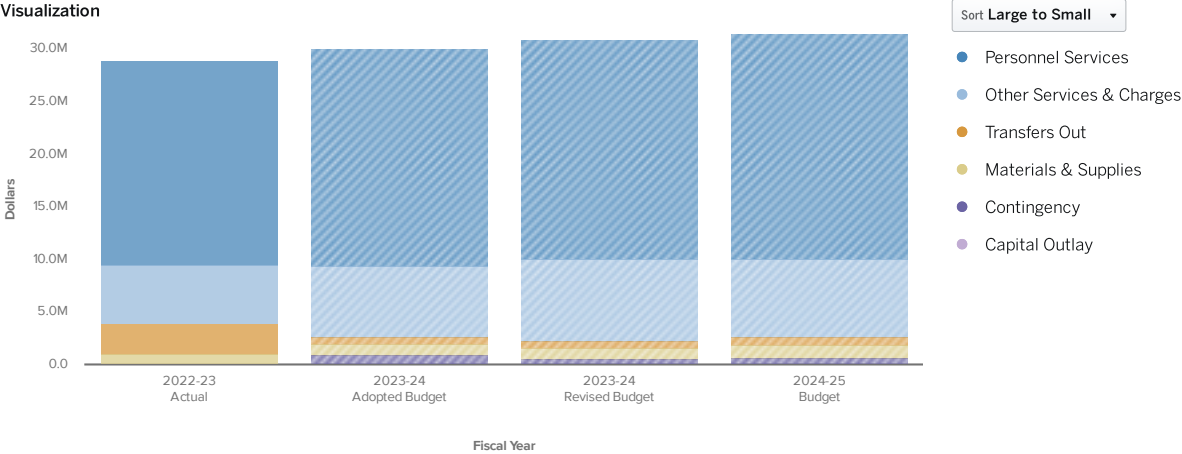
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Broken down by Expenses GENERAL FUND



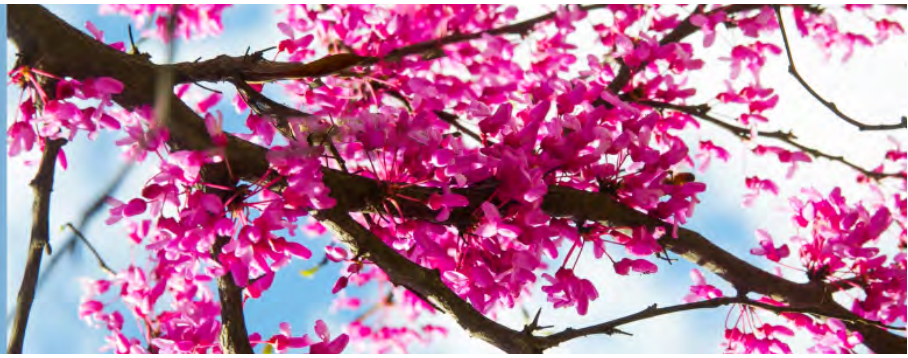
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$982,000	\$553,221	\$630,000
Personnel Services	\$19,526,455	\$20,640,921	\$20,873,820	\$21,318,160
Materials & Supplies	\$1,024,180	\$980,562	\$1,062,229	\$1,133,476
Other Services & Charges	\$5,503,769	\$6,707,080	\$7,758,050	\$7,396,540
Capital Outlay	\$42,263	\$0	\$0	\$76,250
Transfers Out	\$2,899,270	\$696,948	\$696,948	\$867,554
TOTAL	\$28,995,936	\$30,007,510	\$30,944,268	\$31,421,980

Grant Fund

FY 2024-2025 Budget Overview



Fund Description

The Grant Fund is responsible for recording and expending certain grants received by the City across various departments.

Grant Fund Budgets

FY24-25 Grants

- Police Dept
 - Crisis Intervention Training
 - SAFE Grant
 - OK Highway Safety
 - Edward Byrne Memorial Grant
- Recreation
 - Central OK Economic Development District (COEDD)
 - National Recreation and Park Association (NRPA)
- Emergency Management
 - Federal Emergency Management Agency (FEMA)

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$8,063,966	\$289,500	\$400,947	\$236,500
Expenses	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500
REVENUES LESS EXPENSES	\$3,458,274	-\$29,000	-\$3,529,000	-\$4,000,000

Updated On 7 May, 2024

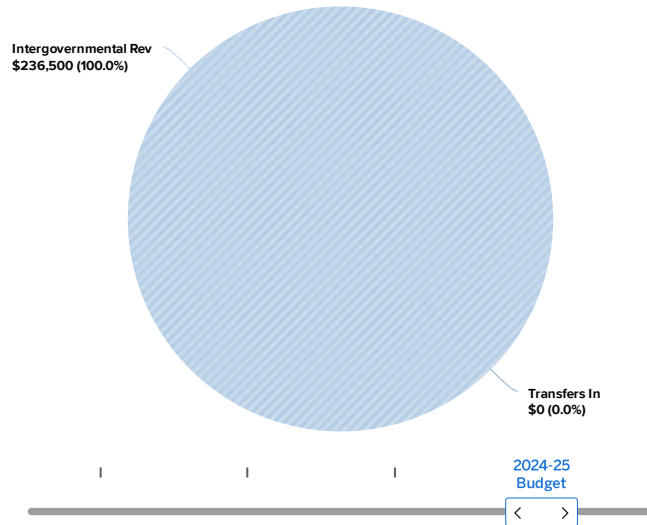
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Broken down by

Revenues [GRANT FUND ▾](#)Sort **Large to Small** ▾

- Transfers In
- Intergovernmental Rev

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$8,000,000	\$0	\$0	\$0
Intergovernmental Rev	\$63,966	\$289,500	\$400,947	\$236,500
TOTAL	\$8,063,966	\$289,500	\$400,947	\$236,500

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EMERGENCY MANAGEMENT	\$4,512,561	\$0	\$3,215,657	\$4,000,000
POLICE DEPARTMENT	\$93,131	\$273,500	\$295,060	\$215,000
CULTURE AND RECREATION	\$0	\$16,000	\$110,345	\$21,500
AIRPORT	\$0	\$0	\$131,866	\$0
FIRE DEPARTMENT	\$0	\$0	\$111,447	\$0
COMMUNITY DEVELOPMENT	\$0	\$29,000	\$29,000	\$0
PUBLIC WORKS	\$0	\$0	\$34,625	\$0
PUBLIC WORKS-SMA	\$0	\$0	\$1,947	\$0
TOTAL	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

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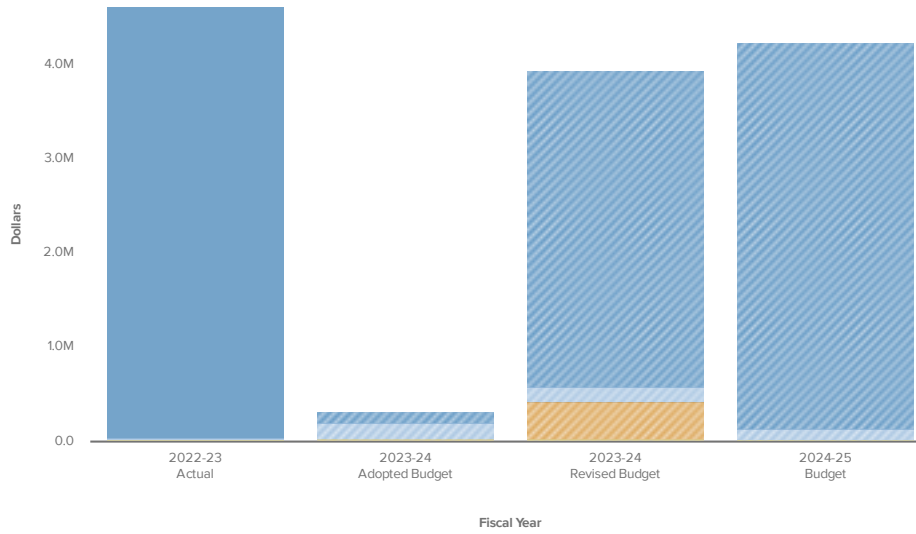
Expenses ▾ GRANT FUND



Sort Large to Small ▾

- Other Services & Charges
- Personnel Services
- Capital Outlay
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$4,556,554	\$118,500	\$3,344,720	\$4,095,000
Personnel Services	\$27,108	\$169,000	\$158,437	\$117,500
Capital Outlay	\$0	\$0	\$395,790	\$0
Materials & Supplies	\$22,030	\$31,000	\$31,000	\$24,000
TOTAL	\$4,605,692	\$318,500	\$3,929,947	\$4,236,500

Street & Alley Fund

FY 2024-2025 Budget Overview



Fund Description

The Street & Alley Fund covers the operation of streetlights for the City of Shawnee streets and thoroughfares through dedicated taxes.

Street & Alley Fund

Streets

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$283,213	\$283,900	\$283,900	\$283,900
Licenses & Permits	\$0	\$2,000	\$2,000	\$0
Other Revenue	\$6,360	\$6,360	\$6,360	\$6,360
Transfers In	\$252,000	\$187,000	\$187,000	\$269,000
REVENUES TOTAL	\$541,573	\$479,260	\$479,260	\$559,260
Expenses				
Contingency	\$0	\$8,900	\$8,900	\$8,900
Other Services & Charges	\$545,705	\$470,000	\$470,000	\$550,000
EXPENSES TOTAL	\$545,705	\$478,900	\$478,900	\$558,900
REVENUES LESS EXPENSES	-\$4,132	\$360	\$360	\$360

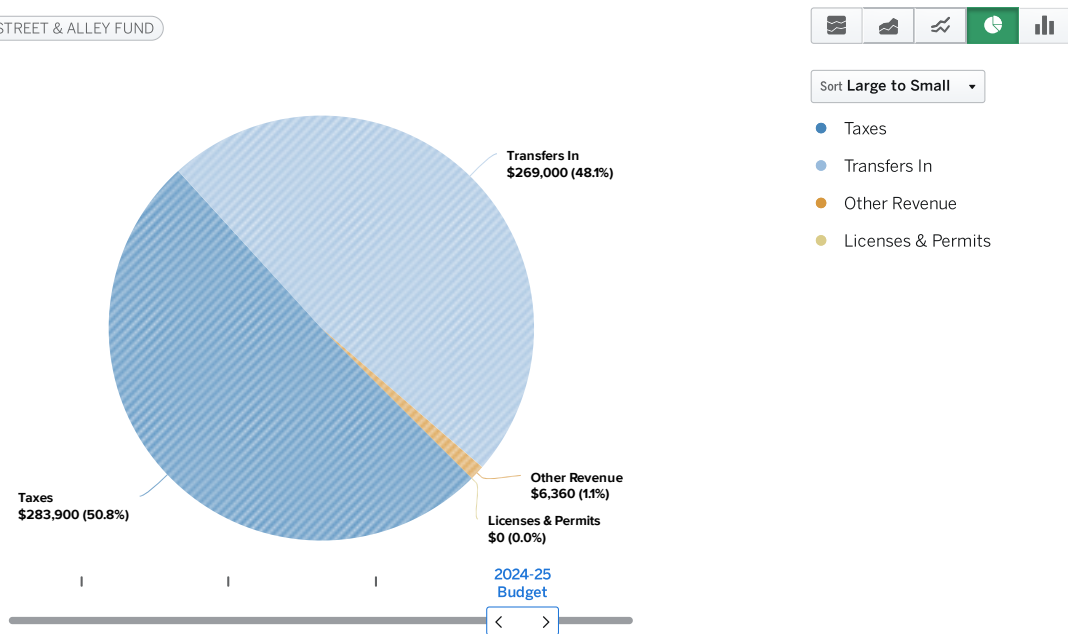
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Broken down by

Revenues ▾ STREET & ALLEY FUND

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$283,213	\$283,900	\$283,900	\$283,900
Licenses & Permits	\$0	\$2,000	\$2,000	\$0
Other Revenue	\$6,360	\$6,360	\$6,360	\$6,360
Transfers In	\$252,000	\$187,000	\$187,000	\$269,000
TOTAL	\$541,573	\$479,260	\$479,260	\$559,260

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
STREETS	\$545,705	\$478,900	\$478,900	\$558,900
PUBLIC WORKS TOTAL	\$545,705	\$478,900	\$478,900	\$558,900
TOTAL	\$545,705	\$478,900	\$478,900	\$558,900

Ependiture Breakdown by Account Type

Help Share

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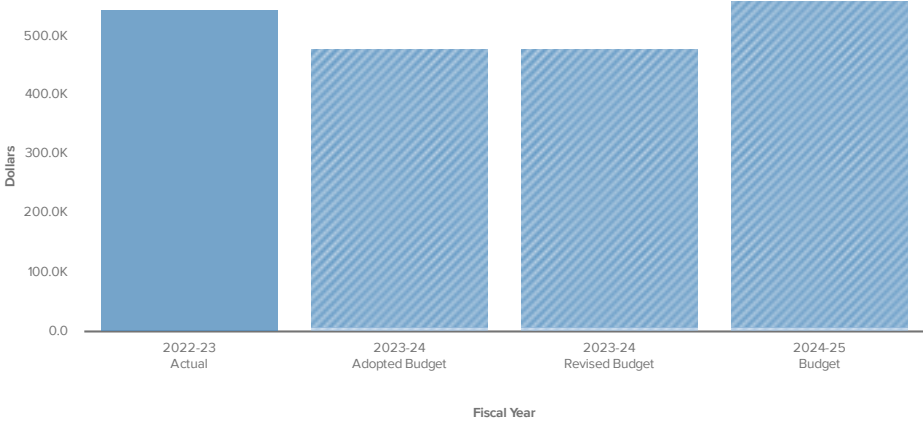
Broken down by
Expenses STREET & ALLEY FUND



Sort Large to Small

- Other Services & Charges
- Contingency

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$8,900	\$8,900	\$8,900
Other Services & Charges	\$545,705	\$470,000	\$470,000	\$550,000
TOTAL	\$545,705	\$478,900	\$478,900	\$558,900

E-911 Fund

FY 2024-2025 Budget Overview



Fund Description

The E-911 Fund assists in maintaining the operations of the City's 911 emergency services through dedicated taxes.

E-911 Fund Budgets

Dispatch

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$295,820	\$280,000	\$280,000	\$414,000
Intergovernmental Rev	\$33,018	\$0	\$0	\$0
REVENUES TOTAL	\$328,838	\$280,000	\$280,000	\$414,000
Expenses				
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Capital Outlay	\$5,041	\$0	\$0	\$0
EXPENSES TOTAL	\$285,982	\$276,000	\$276,000	\$413,048
REVENUES LESS EXPENSES	\$42,855	\$4,000	\$4,000	\$952

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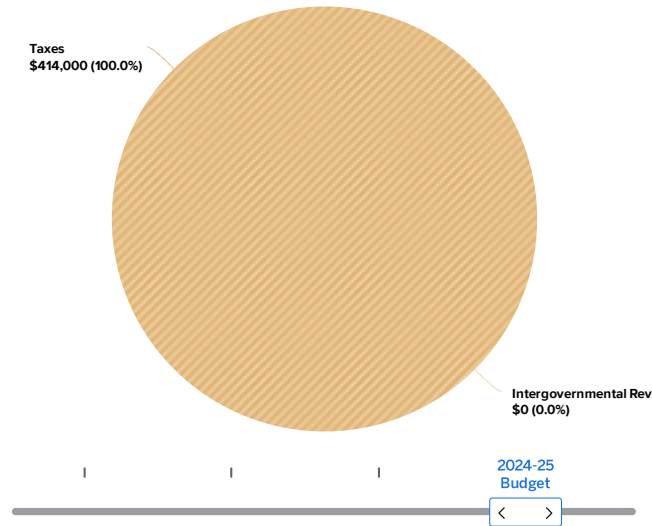
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Broken down by

Revenues [▼ E-911 FUND](#)Sort **Large to Small** ▾

- Taxes
- Intergovernmental Rev

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$295,820	\$280,000	\$280,000	\$414,000
Intergovernmental Rev	\$33,018	\$0	\$0	\$0
TOTAL	\$328,838	\$280,000	\$280,000	\$414,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
POLICE DEPARTMENT				
DISPATCH	\$285,982	\$276,000	\$276,000	\$413,048
POLICE DEPARTMENT TOTAL	\$285,982	\$276,000	\$276,000	\$413,048
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Expenditure Breakdown by Account Type

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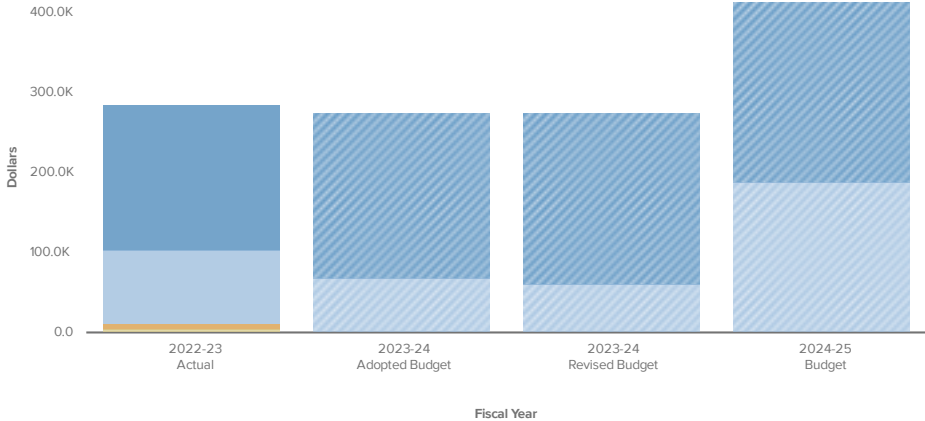
Expenses ▼ E-911 FUND



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies
- Capital Outlay

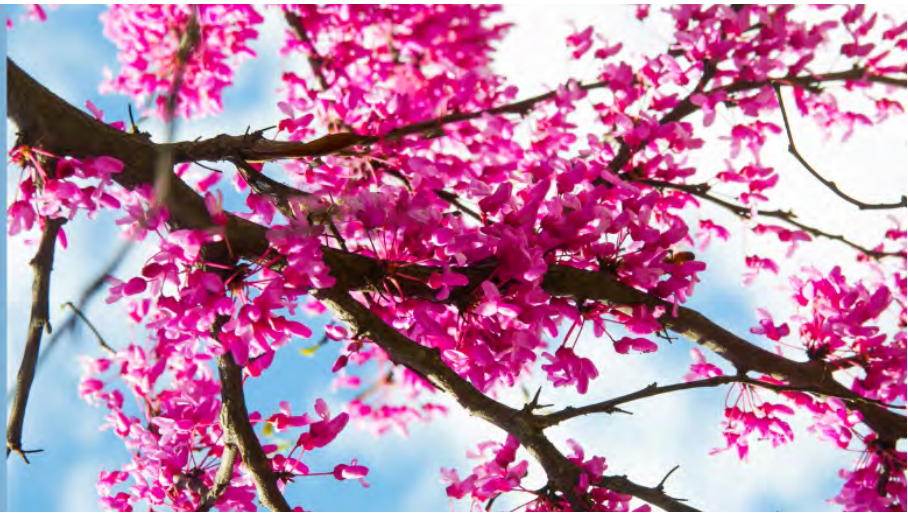
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Economic Development Fund

FY 2024-2025 Budget Overview



Fund Description

The Economic Development Fund provides for the City of Shawnee's economic development activities through a dedicated sales tax. This includes contracts for economic development and providing funding for Shawnee's Sister Cities Program.

Economic Development Fund Budgets

Economic Development
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$381,098	\$367,212	\$383,212	\$388,945
Expenses	\$297,274	\$295,000	\$383,000	\$388,000
REVENUES LESS EXPENSES	\$83,823	\$72,212	\$212	\$945

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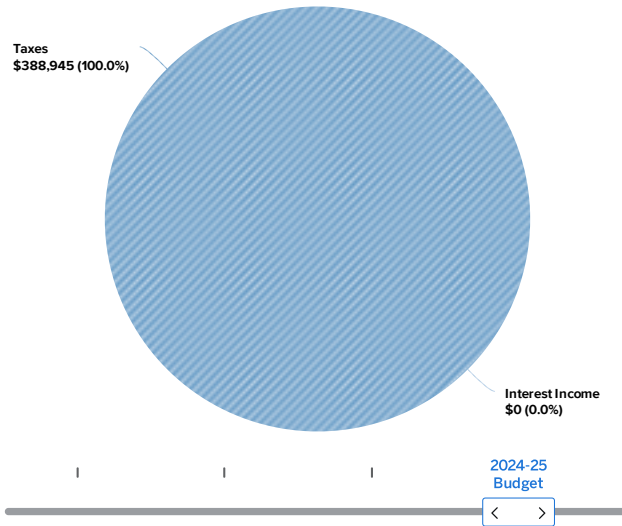
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Broken down by

Revenues [ECONOMIC DEVELOPMENT FU...](#)Sort **Large to Small** ▾

- Taxes
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$380,800	\$367,212	\$383,212	\$388,945
Interest Income	\$298	\$0	\$0	\$0
TOTAL	\$381,098	\$367,212	\$383,212	\$388,945

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$42,500	\$0	\$0	\$0
TRANSFERS OUT TOTAL	\$42,500	\$0	\$0	\$0
ECONOMIC DEVELOPMENT				
ECONOMIC DEVELOPMENT	\$254,774	\$295,000	\$383,000	\$388,000
ECONOMIC DEVELOPMENT TOTAL	\$254,774	\$295,000	\$383,000	\$388,000
TOTAL	\$297,274	\$295,000	\$383,000	\$388,000

Expenditure Breakdown by Account Type

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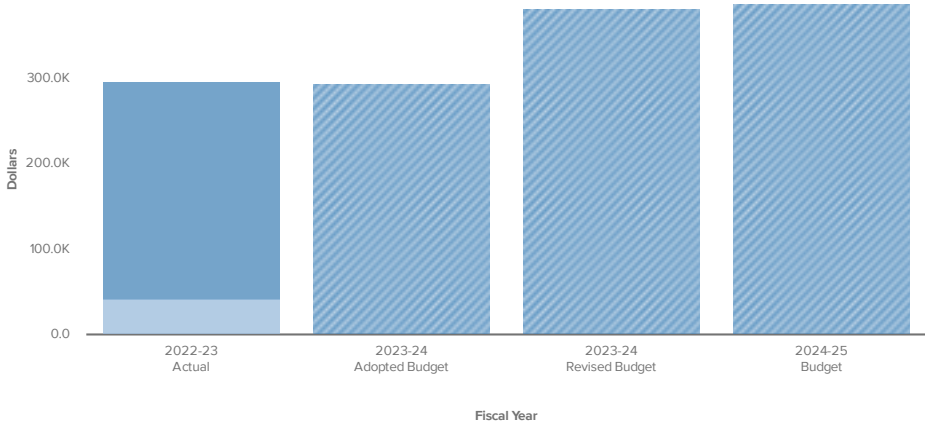
Expenses ECONOMIC DEVELOPMENT FU...



Sort Large to Small

- Other Services & Charges
- Transfers Out

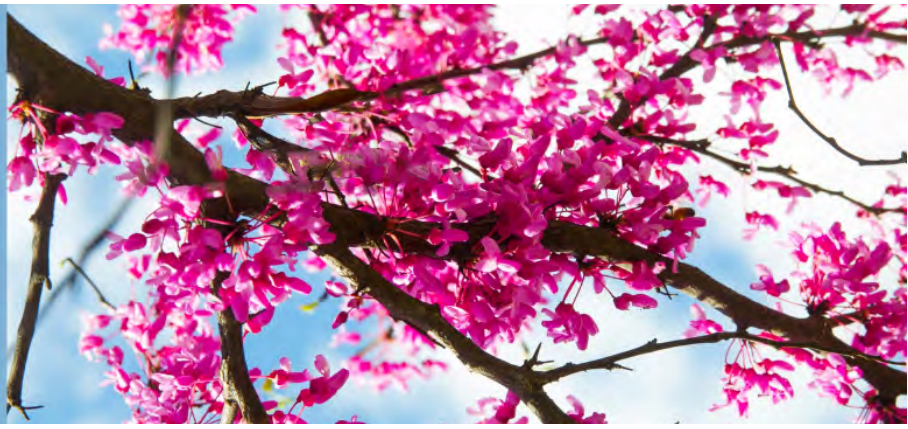
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$254,774	\$295,000	\$383,000	\$388,000
Transfers Out	\$42,500	\$0	\$0	\$0
TOTAL	\$297,274	\$295,000	\$383,000	\$388,000

SPAY AND NEUTER FUND

FY 2024-2025 Budget Overview



Fund Description

The Spay and Neuter Fund provides for the spaying and neutering of animals in the care of Animal Welfare.

Spay and Neuter Fund Budgets

Animal Welfare

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,275	\$2,200	\$2,200	\$2,200
REVENUES TOTAL	\$1,275	\$2,200	\$2,200	\$2,200
Expenses				
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
EXPENSES TOTAL	\$2,194	\$2,200	\$2,200	\$2,200
REVENUES LESS EXPENSES	-\$919	\$0	\$0	\$0

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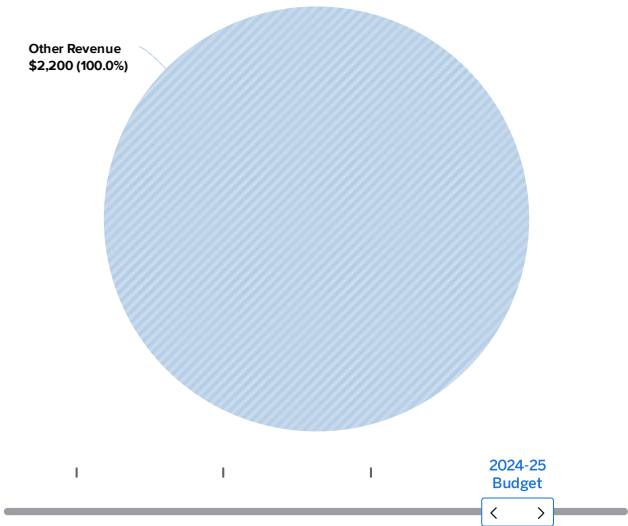
Revenues

SPAY/NEUTER FUND

Sort Large to Small

Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$1,275	\$2,200	\$2,200	\$2,200
TOTAL	\$1,275	\$2,200	\$2,200	\$2,200

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
POLICE DEPARTMENT				
ANIMAL WELFARE	\$2,194	\$2,200	\$2,200	\$2,200
POLICE DEPARTMENT TOTAL	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Expenditure Breakdown by Account Type

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Back History Reset

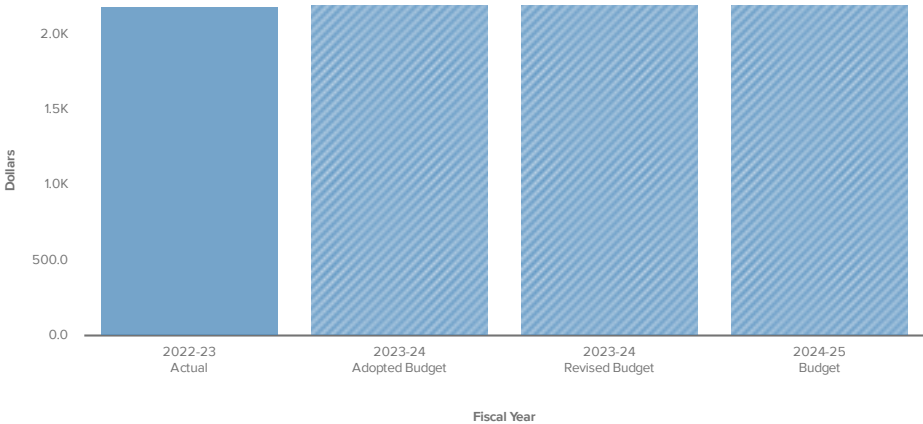
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Expenses SPAY/NEUTER FUND



Sort Large to Small

Other Services & Charges

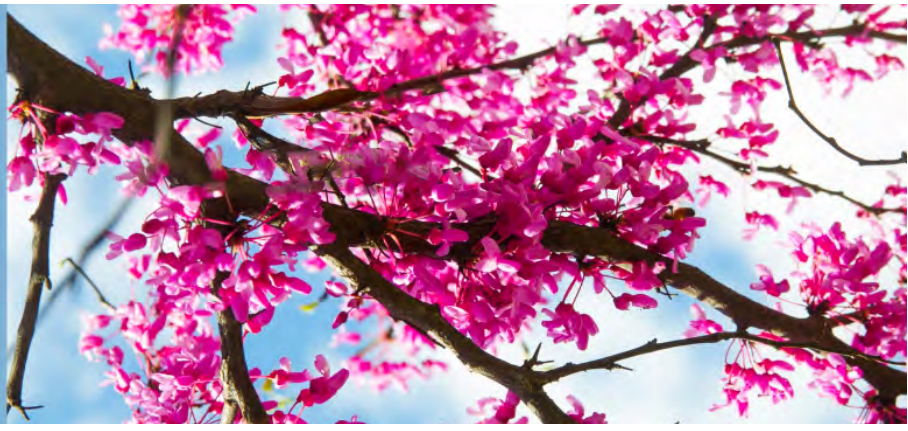
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Hotel/Motel Surcharge Fund

FY 2024-2025 Budget Overview



Fund Description

The Hotel/Motel Fund accounts for the collection of the City's hotel/motel surcharge, used to encourage, promote and foster tourism.

Hotel/Motel Surcharge Fund Budgets

Tourism

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$552,441	\$474,500	\$543,634	\$586,000
Expenses				
Contingency	\$0	\$9,400	\$11,671	\$11,554
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Capital Outlay	\$4,315	\$0	\$0	\$0
EXPENSES TOTAL	\$570,859	\$474,674	\$593,808	\$589,923
REVENUES LESS EXPENSES	-\$18,418	-\$174	-\$50,174	-\$3,923

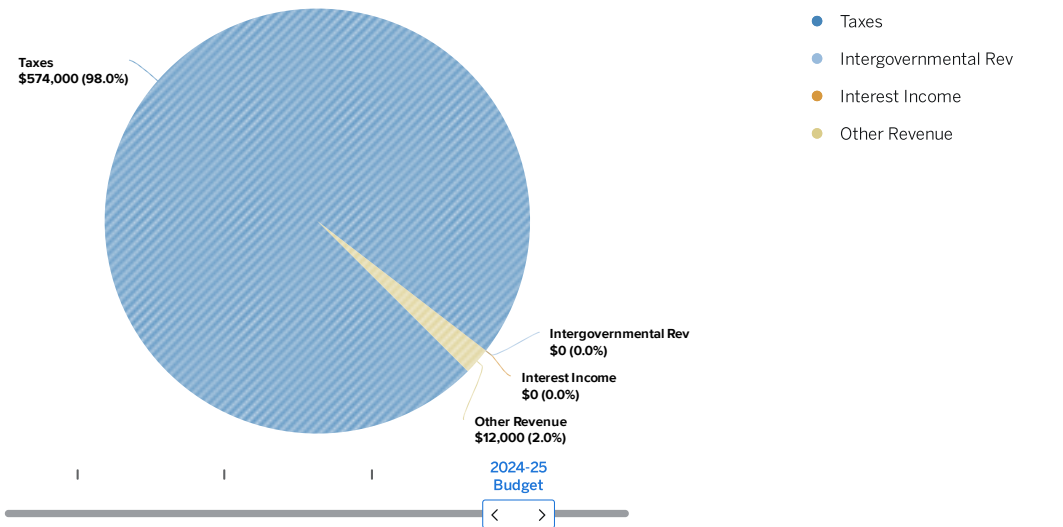
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Broken down by

Revenues ▼ HOTEL/MOTEL SURCHARGE F...

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$548,449	\$474,500	\$519,407	\$574,000
Intergovernmental Rev	\$0	\$0	\$5,100	\$0
Interest Income	\$36	\$0	\$0	\$0
Other Revenue	\$3,956	\$0	\$19,127	\$12,000
TOTAL	\$552,441	\$474,500	\$543,634	\$586,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TOURISM				
TOURISM	\$570,859	\$474,674	\$593,808	\$589,923
TOURISM TOTAL	\$570,859	\$474,674	\$593,808	\$589,923
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Expenditure Breakdown by Account Type

Help Share

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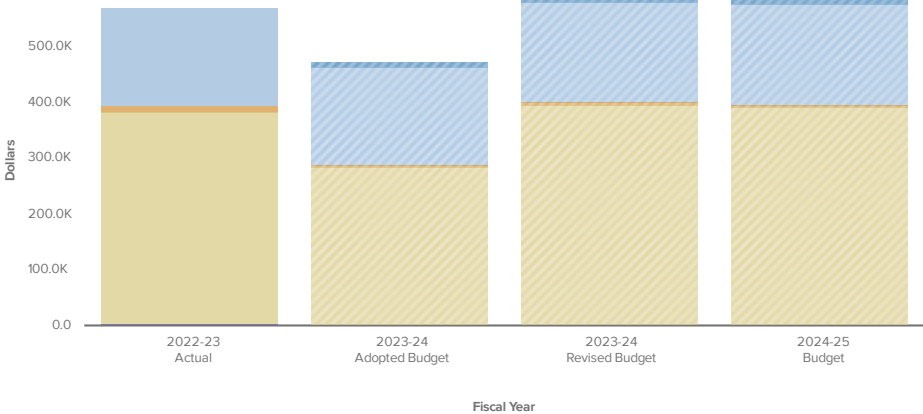
Back History Reset

Broken down by Expenses HOTEL/MOTEL SURCHARGE F...



Sort By Chart of Accounts

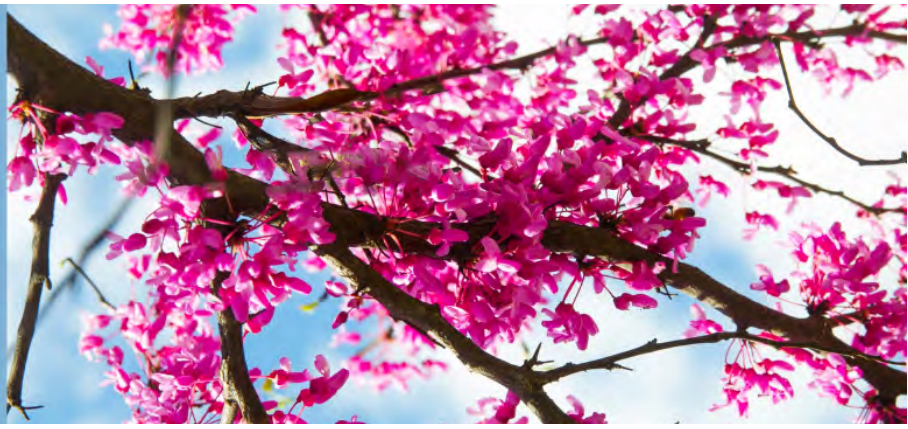
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$9,400	\$11,671	\$11,554
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Police Sales Tax Fund

FY 2024-2025 Budget Overview



Fund Description

The Police Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for police officers.

Police Sales Tax Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
REVENUES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
Expenses				
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
EXPENSES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
REVENUES LESS EXPENSES	\$0	\$0	\$0	\$0

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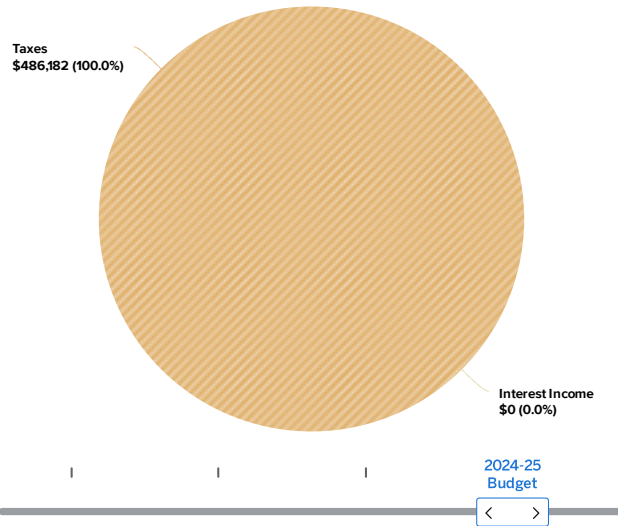
Broken down by

Revenues POLICE SALES TAX FUND


Sort Large to Small ▾

- Taxes
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

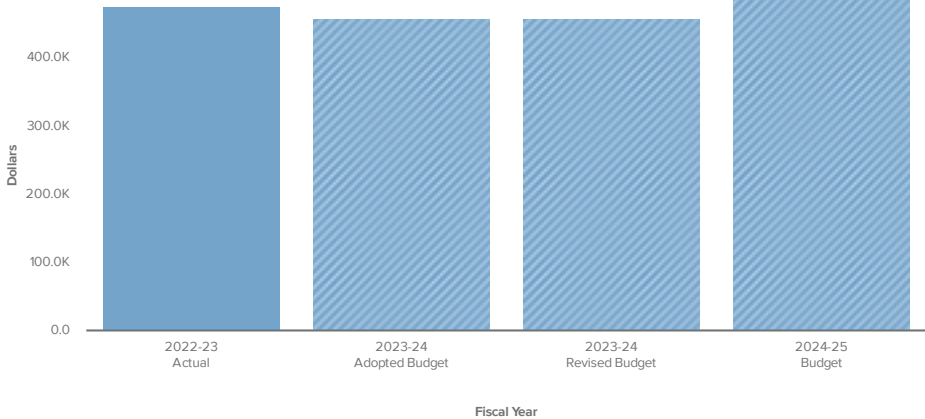
Broken down by
Departments POLICE SALES TAX FUND Expenses



Sort Large to Small

TRANSFERS OUT

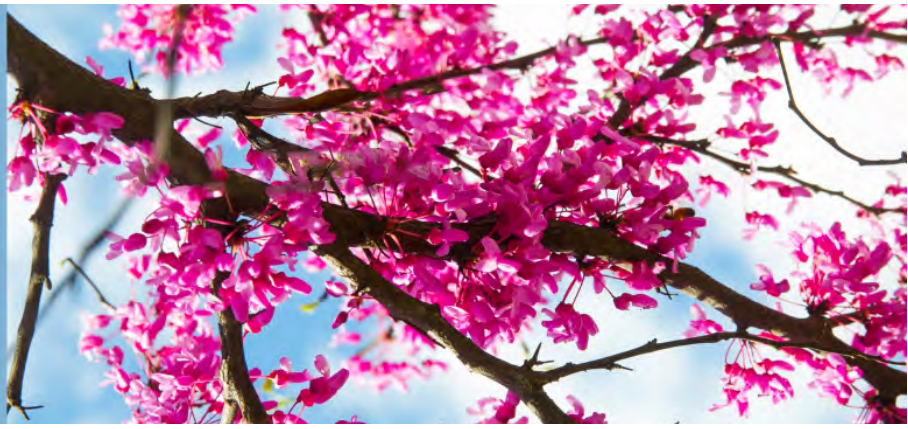
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$476,372	\$459,131	\$459,131	\$486,182
TRANSFERS OUT TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Fire Sales Tax Fund

FY 2024-2025 Budget Overview



Fund Description

The Fire Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for firefighters.

General Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
REVENUES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
Expenses				
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
EXPENSES TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
REVENUES LESS EXPENSES	\$0	\$0	\$0	\$0

Updated On 7 May, 2024

← Back History ▾ Reset

Broken down by

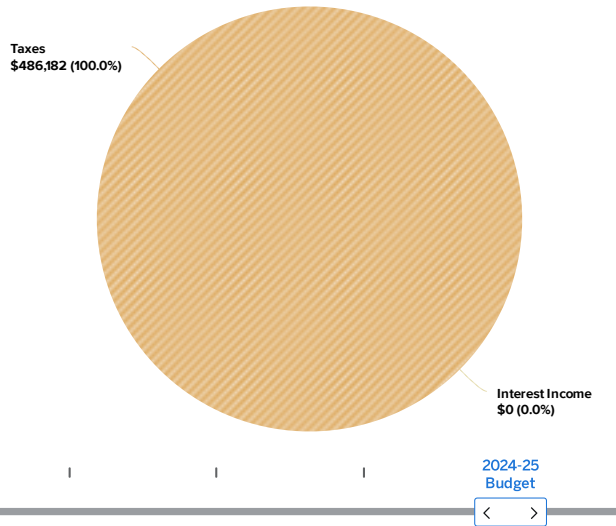
Revenues FIRE SALES TAX FUND



Sort Large to Small ▾

- Taxes
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$476,000	\$459,131	\$459,131	\$486,182
Interest Income	\$372	\$0	\$0	\$0
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT				
TRANSFERS OUT	\$476,372	\$459,131	\$459,131	\$486,182
TRANSFERS OUT TOTAL	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

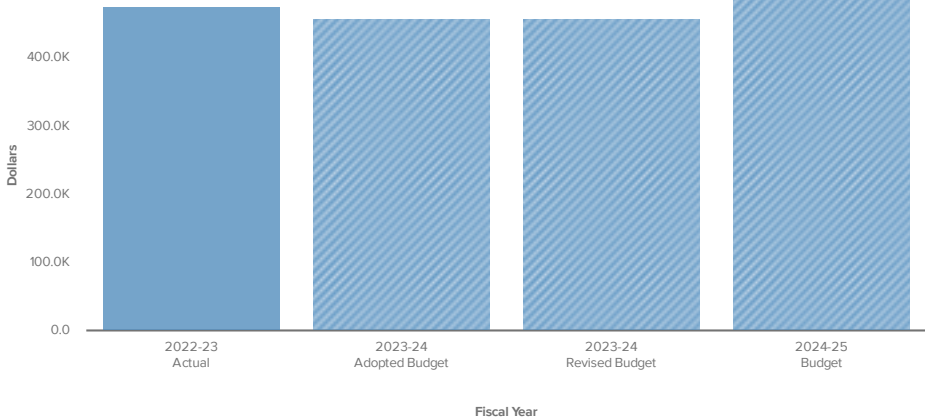
Broken down by
Expenses FIRE SALES TAX FUND



Sort Large to Small

Transfers Out

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$476,372	\$459,131	\$459,131	\$486,182
TOTAL	\$476,372	\$459,131	\$459,131	\$486,182

Tax Increment Finance Fund

FY 2024-2025 Budget Overview



Fund Description

The Tax Increment Financing Fund receives property tax collected in the downtown Tax Increment Financing District to be used for the revitalization of downtown Shawnee.

Tax Increment Finance Fund Budgets

Community Development

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$280,538	\$120,000	\$120,000	\$200,000
Expenses	\$13,014	\$0	\$10,304	\$30,000
REVENUES LESS EXPENSES	\$267,525	\$120,000	\$109,696	\$170,000

Help Share

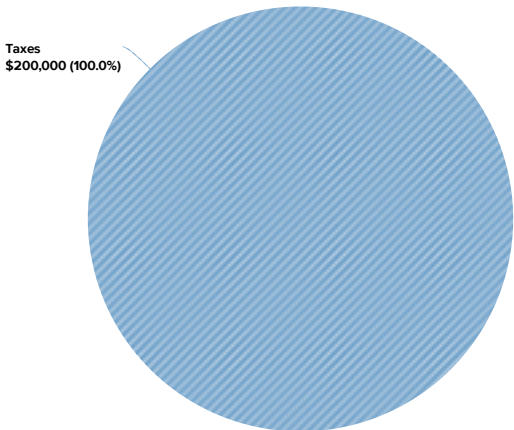
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Back History Reset

Broken down by

Revenues TAX INCREMENT FINANCE FUND

Visualization



Sort Large to Small

Taxes

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$280,538	\$120,000	\$120,000	\$200,000

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TOTAL	\$280,538	\$120,000	\$120,000	\$200,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$13,014	\$0	\$10,304	\$30,000
COMMUNITY DEVELOPMENT TOTAL	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

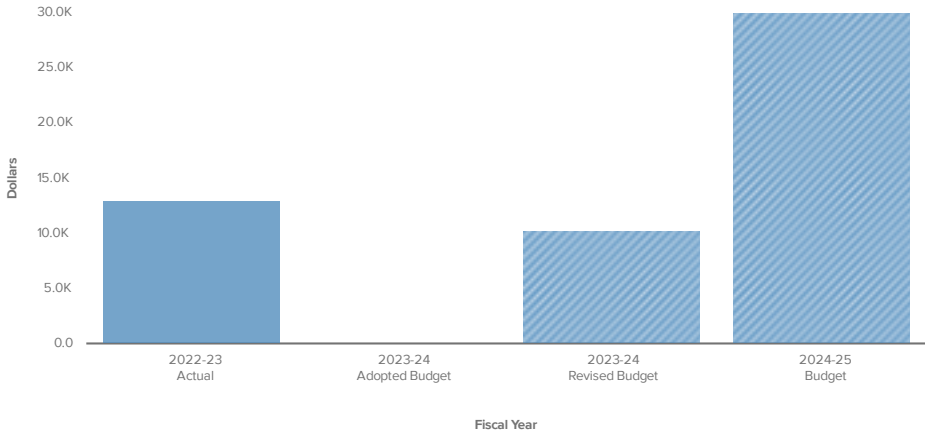
Broken down by
Expenses TAX INCREMENT FINANCE FUND



Sort Large to Small

Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

CDBG Grants

FY 2024-2025 Budget Overview



Fund Description

The CDBG Grant Funds account for federal funds received by the City and expenditures related to the operation of this program with a focus on home rehabilitation.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$621,102	\$828,557	\$828,557	\$905,616
Other Revenue	\$26,862	\$13,200	\$13,200	\$13,200
REVENUES TOTAL	\$647,964	\$841,757	\$841,757	\$918,816
Expenses				
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
EXPENSES TOTAL	\$656,701	\$828,430	\$828,430	\$913,760
REVENUES LESS EXPENSES	-\$8,737	\$13,327	\$13,327	\$5,056

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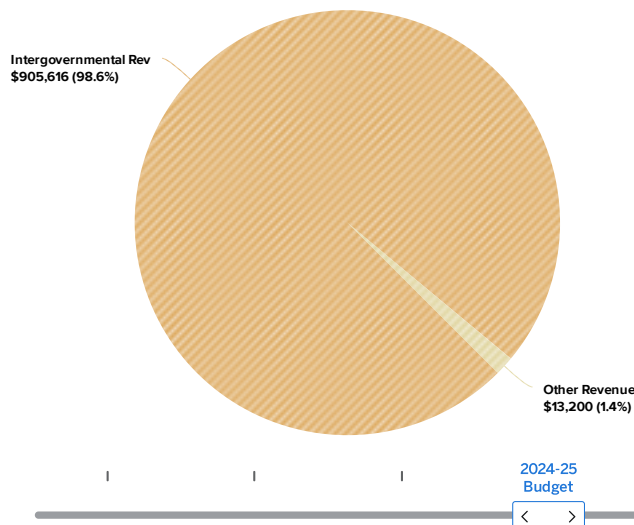
Updated On 7 May, 2024

← Back ↺ History ▾ ↺ Reset

Broken down by

Revenues ▾ CDBG GRANTS

Visualization



Sort Large to Small ▾

- Intergovernmental Rev
- Other Revenue

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$621,102	\$828,557	\$828,557	\$905,616
Other Revenue	\$26,862	\$13,200	\$13,200	\$13,200
TOTAL	\$647,964	\$841,757	\$841,757	\$918,816

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT				
CDBG HOUSING REHAB	\$576,396	\$711,091	\$777,871	\$872,372
CDBG ADMINISTRATION	\$80,305	\$117,339	\$50,559	\$41,388
COMMUNITY DEVELOPMENT TOTAL	\$656,701	\$828,430	\$828,430	\$913,760
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

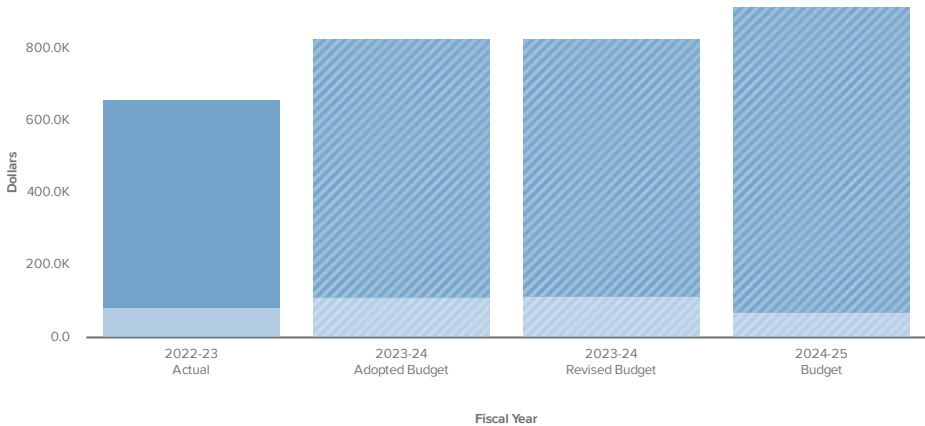
Broken down by Expenses CDBG GRANTS

Bar Chart Line Chart Pie Chart

Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

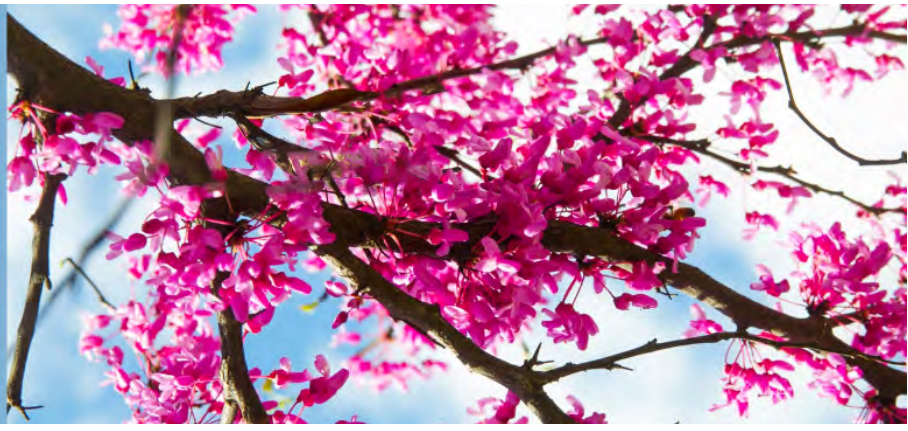
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

CDBG-CV - ODOC Grant

FY 2024-2025 Budget Overview



Fund Description

The CDBG-CV2 - ODOC Grant Fund account for federal funds received by the City and expenditures related to the operation of this program with a focus on mortgage and utility assistance.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$739,052	\$164,872	\$264,597	\$192,198
REVENUES TOTAL	\$739,052	\$164,872	\$264,597	\$192,198
Expenses				
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
EXPENSES TOTAL	\$828,323	\$164,872	\$264,597	\$192,198
REVENUES LESS EXPENSES	-\$89,271	\$0	\$0	\$0

Updated On 7 May, 2024

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Broken down by

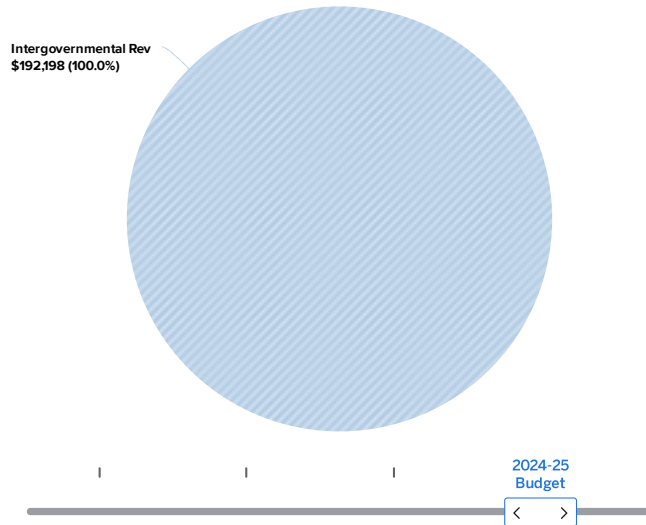
Revenues ▾ CDBG-CV - ODOC

Visualization



Sort Large to Small ▾

● Intergovernmental Rev



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$739,052	\$164,872	\$264,597	\$192,198
TOTAL	\$739,052	\$164,872	\$264,597	\$192,198

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT	\$828,323	\$164,872	\$264,597	\$192,198
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

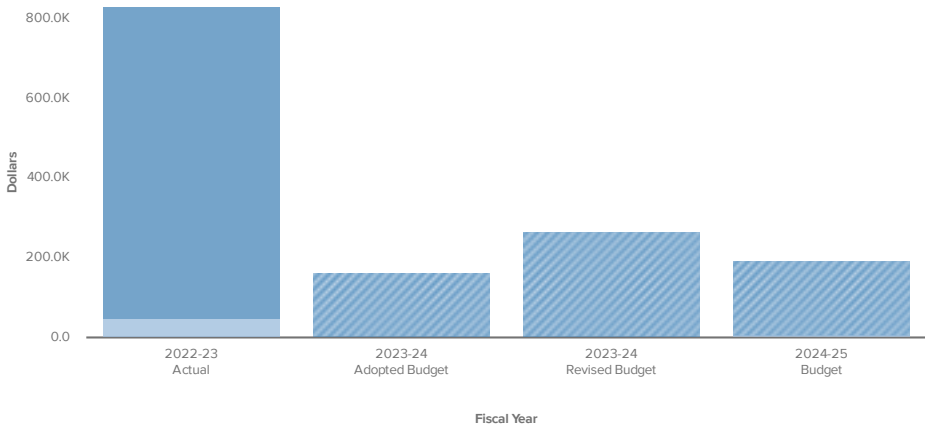
Broken down by Expenses CDBG-CV - ODOC



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

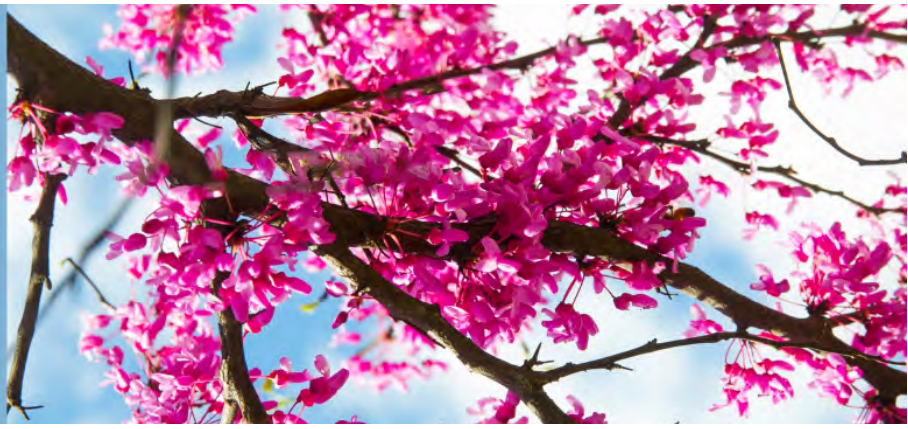
Visualization



	2022 - 23 Actual	2033 - 24 Adopted Budget	2033 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

ESG-CR2 - ODOC Grant

FY 2024-2025 Budget Overview



Fund Description

The ESG-CR2 - ODOC Grant Fund account for federal funds received by the City and expenditures related to the operation of this program with a focus on emergency shelter assistance.

CDBG Grants Budgets

CDBG ADMINISTRATION

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$170,254	\$0	\$0	\$0
Expenses	\$113,888	\$0	\$0	\$0
REVENUES LESS EXPENSES	\$56,366	\$0	\$0	\$0

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$170,102	\$0	\$0	\$0
Other Revenue	\$152	\$0	\$0	\$0
TOTAL	\$170,254	\$0	\$0	\$0

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
COMMUNITY DEVELOPMENT	\$113,888	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

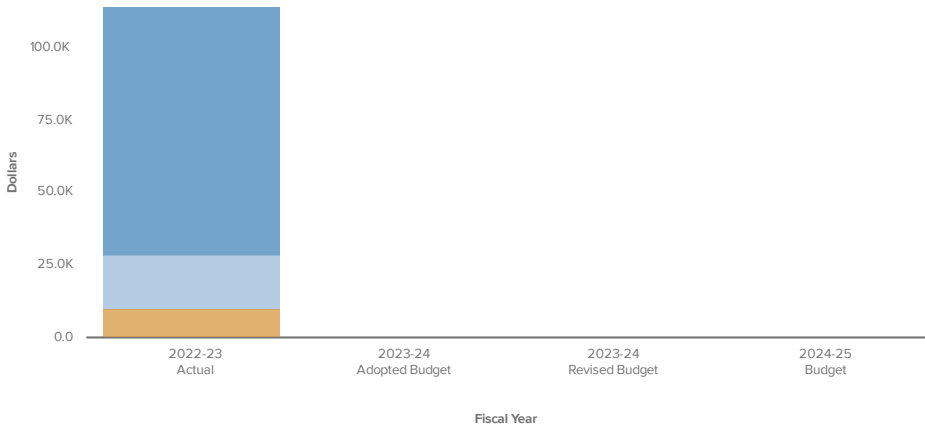
Broken down by Expenses ESG - ODOC



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

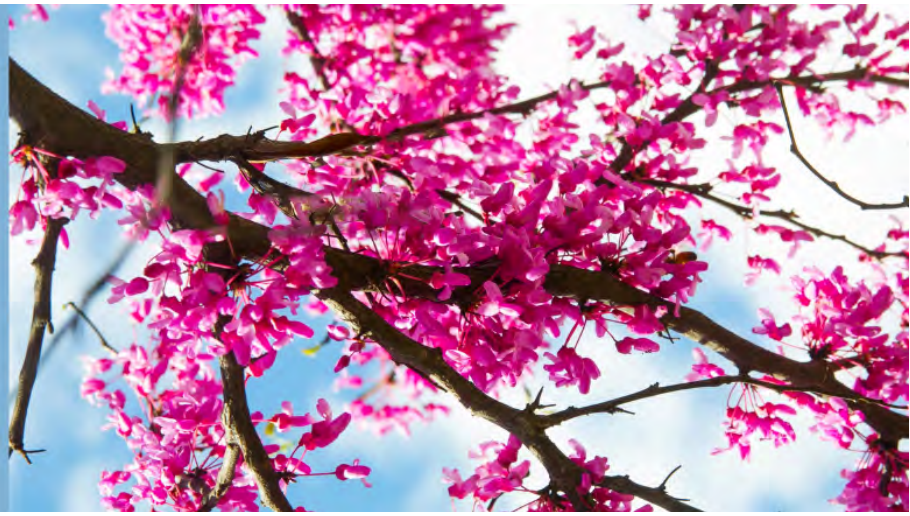
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Personnel Services	\$18,654	\$0	\$0	\$0
Materials & Supplies	\$10,088	\$0	\$0	\$0
Other Services & Charges	\$85,147	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The funds major funding source is sales tax.

Capital Improvement Fund Budgets

Finance
 Information Technology
 City Clerk
 Planning and Code Enforcement
 Police Patrol
 Animal Welfare
 Fire Administration
 Fire Suppression
 Utility Administration
 Traffic Control
 Parks
 Pool
 Cemetery
 Municipal Auditorium
 Expo Operations
 Equipment Services
 Building Maintenance
 Debt Service
 Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$3,745,602	\$2,847,889	\$2,954,489	\$3,196,326
Expenses	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690
REVENUES LESS EXPENSES	\$948,169	-\$1,081,977	-\$1,476,637	-\$3,334,364

Updated On 7 May, 2024

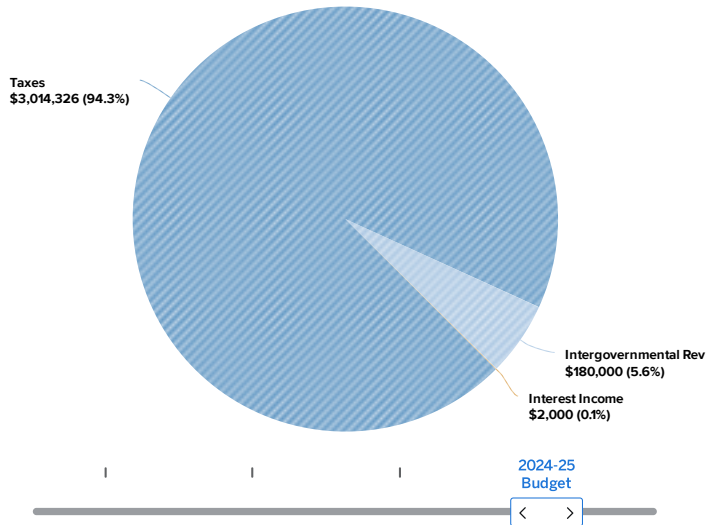
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Broken down by

Revenues [CAPITAL IMPROVEMENT FUND](#)Sort **Large to Small** ▾

- Taxes
- Intergovernmental Rev
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$2,951,202	\$2,845,889	\$2,952,489	\$3,014,326
Intergovernmental Rev	\$766,833	\$0	\$0	\$180,000
Interest Income	\$27,566	\$2,000	\$2,000	\$2,000
TOTAL	\$3,745,602	\$2,847,889	\$2,954,489	\$3,196,326

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
FINANCE				
FINANCE	\$0	\$2,000	\$2,000	\$2,000
FINANCE TOTAL	\$0	\$2,000	\$2,000	\$2,000
INTERNAL SERVICES				
INFORMATION TECHNOLOGY	\$205,101	\$221,700	\$221,700	\$352,350
BUILDING MAINTENANCE	\$0	\$23,000	\$23,000	\$433,000
INTERNAL SERVICES TOTAL	\$205,101	\$244,700	\$244,700	\$785,350
CITY CLERK				
CITY CLERK	\$26,985	\$0	\$0	\$0
CITY CLERK TOTAL	\$26,985	\$0	\$0	\$0
HUMAN RESOURCES	\$3,045	\$0	\$0	\$0
TRANSFERS OUT				
TRANSFERS OUT	\$500,000	\$500,000	\$500,000	\$500,000
TRANSFERS OUT TOTAL	\$500,000	\$500,000	\$500,000	\$500,000
DEBT SERVICE				
DEBT SERVICE	\$549,499	\$279,443	\$279,443	\$0
DEBT SERVICE TOTAL	\$549,499	\$279,443	\$279,443	\$0
POLICE DEPARTMENT				
POLICE PATROL	\$257,427	\$404,671	\$440,869	\$621,390
ANIMAL WELFARE	\$0	\$307,800	\$307,800	\$900,000
POLICE DEPARTMENT TOTAL	\$257,427	\$712,471	\$748,669	\$1,521,390
FIRE DEPARTMENT				
FIRE ADMINISTRATION	\$56,366	\$0	\$3,585	\$8,800
FIRE SUPPRESSION	\$206,455	\$708,862	\$774,270	\$1,466,546
FIRE TRAINING	\$11,204	\$13,500	\$13,500	\$23,500
FIRE DEPARTMENT TOTAL	\$274,026	\$722,362	\$791,355	\$1,498,846

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EMERGENCY MANAGEMENT				
EMERGENCY MANAGEMENT	\$46,756	\$36,390	\$36,390	\$48,754
EMERGENCY MANAGEMENT TOTAL	\$46,756	\$36,390	\$36,390	\$48,754
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$0	\$25,000	\$25,000	\$550,000
COMMUNITY DEVELOPMENT TOTAL	\$0	\$25,000	\$25,000	\$550,000
ENGINEERING				
ENGINEERING	\$115,116	\$89,000	\$95,338	\$239,000
CODE ENFORCEMENT, INSPECTIONS, AND PERMITS	\$6,164	\$70,000	\$63,662	\$50,000
ENGINEERING TOTAL	\$121,281	\$159,000	\$159,000	\$289,000
CULTURE AND RECREATION				
PARKS	\$562,264	\$630,500	\$919,969	\$656,250
POOL	\$2,393	\$3,000	\$3,000	\$17,500
CULTURE AND RECREATION TOTAL	\$564,657	\$633,500	\$922,969	\$673,750
PUBLIC WORKS				
STREETS	\$67,863	\$535,000	\$535,000	\$430,000
TRAFFIC CONTROL	\$54,441	\$0	\$0	\$70,000
CEMETERY	\$83,307	\$80,000	\$80,000	\$55,000
PUBLIC WORKS TOTAL	\$205,611	\$615,000	\$615,000	\$555,000
PUBLIC WORKS-SMA				
UTILITY ADMINISTRATION	\$43,045	\$0	\$106,600	\$106,600
PUBLIC WORKS-SMA TOTAL	\$43,045	\$0	\$106,600	\$106,600
TOTAL	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

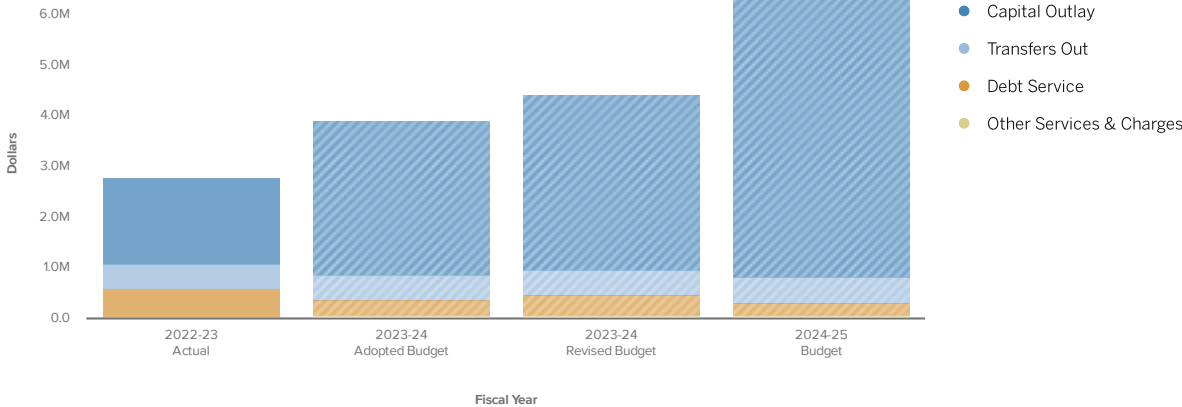
Back History Reset

Broken down by
Expenses CAPITAL IMPROVEMENT FUND



Visualization

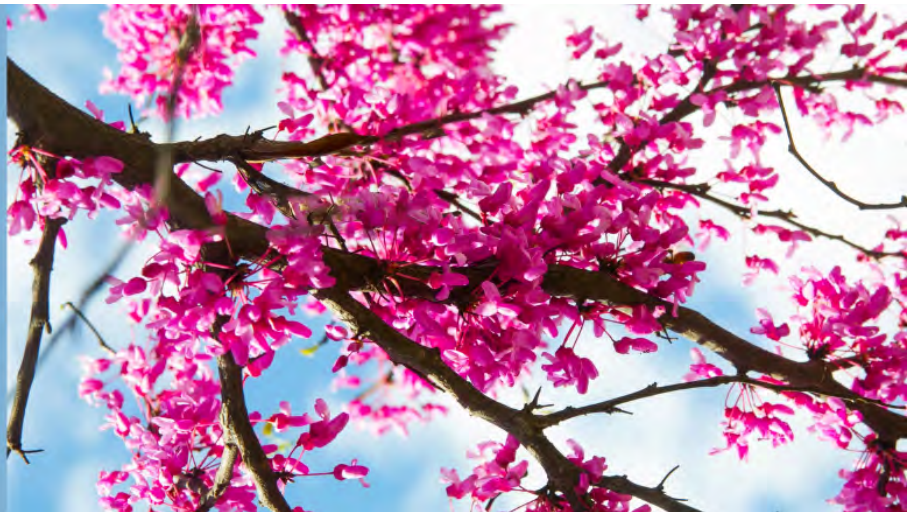
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$0	\$82,000	\$88,338	\$82,000
Capital Outlay	\$1,704,889	\$3,068,423	\$3,456,745	\$5,716,090
Debt Service	\$592,544	\$279,443	\$386,043	\$232,600
Transfers Out	\$500,000	\$500,000	\$500,000	\$500,000
TOTAL	\$2,797,433	\$3,929,866	\$4,431,126	\$6,530,690

Street Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development or debt service. The funds major funding source is sales tax.

Street Improvement Fund Budgets

Engineering
Streets
Traffic Control
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$3,332,003	\$3,213,101	\$3,353,780	\$3,403,271
Intergovernmental Rev	\$1,043,631	\$111,500	\$111,500	\$0
Interest Income	\$5,652	\$2,500	\$2,500	\$2,500
Other Revenue	\$23,485	\$0	\$0	\$0
REVENUES TOTAL	\$4,404,771	\$3,327,101	\$3,467,780	\$3,405,771
Expenses				
Capital Outlay	\$2,218,556	\$2,695,000	\$3,589,238	\$7,673,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
Transfers Out	\$3,600,000	\$600,000	\$600,000	\$600,000
EXPENSES TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000
REVENUES LESS EXPENSES	-\$1,553,342	-\$114,899	-\$880,825	-\$5,014,229

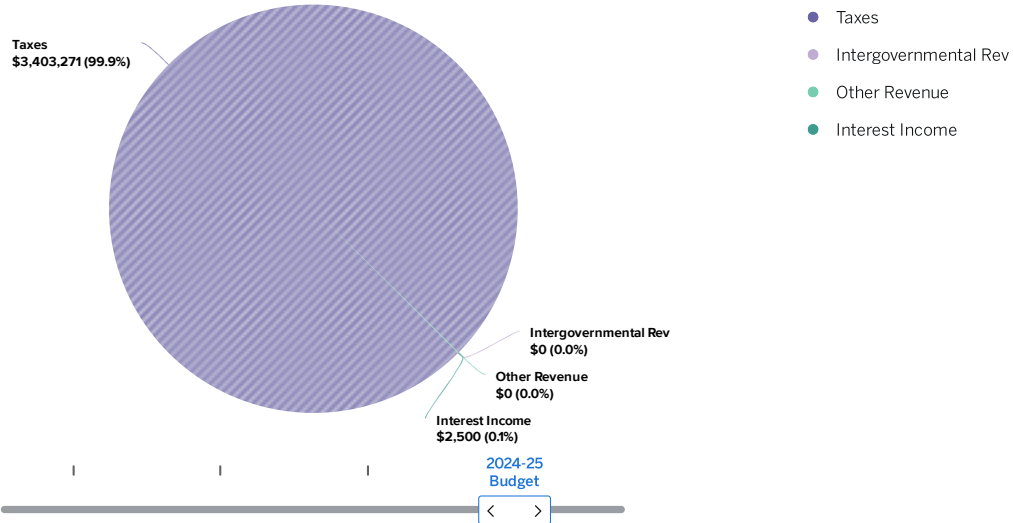
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Broken down by

Revenues [STREET IMPROVEMENT FUND](#)Sort **Large to Small** ▾

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$3,332,003	\$3,213,101	\$3,353,780	\$3,403,271
Intergovernmental Rev	\$1,043,631	\$111,500	\$111,500	\$0
Interest Income	\$5,652	\$2,500	\$2,500	\$2,500
Other Revenue	\$23,485	\$0	\$0	\$0
TOTAL	\$4,404,771	\$3,327,101	\$3,467,780	\$3,405,771

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
STREETS	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000
TRAFFIC CONTROL	\$145,023	\$335,000	\$479,728	\$420,000
PUBLIC WORKS TOTAL	\$1,399,291	\$2,842,000	\$3,330,392	\$7,335,000
TRANSFERS OUT				
TRANSFERS OUT	\$3,600,000	\$600,000	\$600,000	\$600,000
TRANSFERS OUT TOTAL	\$3,600,000	\$600,000	\$600,000	\$600,000
ENGINEERING				
ENGINEERING	\$958,823	\$0	\$418,213	\$485,000
ENGINEERING TOTAL	\$958,823	\$0	\$418,213	\$485,000
TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

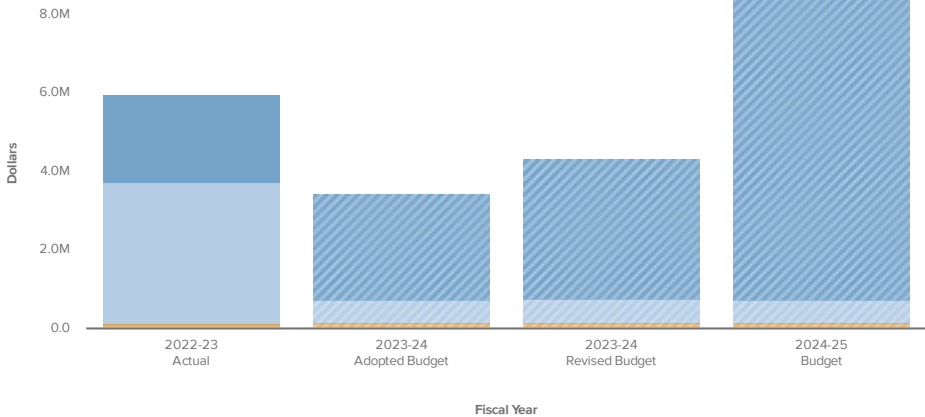
Broken down by Expenses STREET IMPROVEMENT FUND



Sort Large to Small

- Capital Outlay
- Transfers Out
- Debt Service

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$2,218,556	\$2,695,000	\$3,589,238	\$7,673,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
Transfers Out	\$3,600,000	\$600,000	\$600,000	\$600,000
TOTAL	\$5,958,113	\$3,442,000	\$4,348,605	\$8,420,000

2018 Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.

2018 Capital Improvement Fund Budgets

Parks
Police Patrol
Fire Suppression
Streets
Expo Operations
Building Maintenance
Debt Service

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Taxes	\$3,808,003	\$3,672,115	\$3,672,115	\$3,889,453
Interest Income	\$530,154	\$1,500	\$1,500	\$1,500
Other Revenue	\$179	\$0	\$0	\$0
REVENUES TOTAL	\$4,338,336	\$3,673,615	\$3,673,615	\$3,890,953
Expenses	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468
REVENUES LESS EXPENSES	-\$7,535,415	-\$6,745,734	-\$10,086,420	-\$3,574,515

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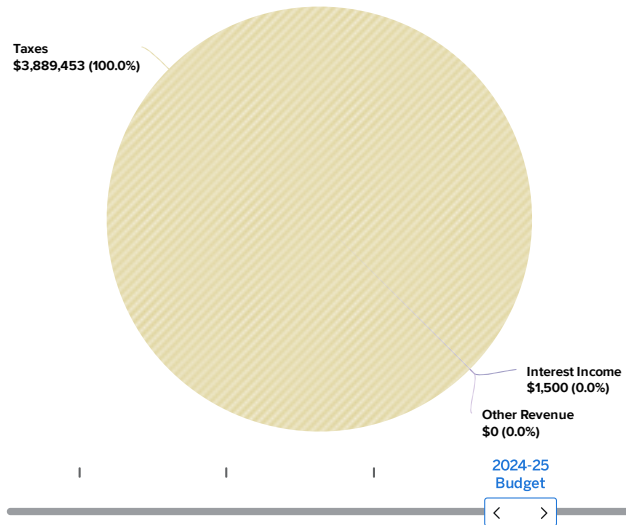
Broken down by

Revenues [▼ 2018 CAPITAL IMPROVEMENT ...](#)

Visualization

Sort **Large to Small** ▾

- Taxes
- Interest Income
- Other Revenue

**Revenue by Account Type**

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$3,808,003	\$3,672,115	\$3,672,115	\$3,889,453
Interest Income	\$530,154	\$1,500	\$1,500	\$1,500
Other Revenue	\$179	\$0	\$0	\$0
TOTAL	\$4,338,336	\$3,673,615	\$3,673,615	\$3,890,953

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
DEBT SERVICE				
DEBT SERVICE	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
DEBT SERVICE TOTAL	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
POLICE DEPARTMENT				
POLICE PATROL	\$2,180	\$0	\$0	\$0
POLICE DEPARTMENT TOTAL	\$2,180	\$0	\$0	\$0
FIRE DEPARTMENT				
FIRE SUPPRESSION	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
FIRE DEPARTMENT TOTAL	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
COMMUNITY DEVELOPMENT	\$14,226	\$338,280	\$1,414,054	\$1,075,774
ENGINEERING				
ENGINEERING	\$1,102,878	\$0	\$638,240	\$0
ENGINEERING TOTAL	\$1,102,878	\$0	\$638,240	\$0
CULTURE AND RECREATION				
PARKS	\$6,260,637	\$0	\$1,620,072	\$0
LIBRARY	\$0	\$147,500	\$147,500	\$150,000
MUNICIPAL AUDITORIUM	\$47,112	\$1,135,000	\$1,135,000	\$0
COMMUNITY CENTER	\$134,377	\$0	\$0	\$0
SENIOR CITIZEN CENTER	\$4,190	\$0	\$0	\$0

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
EXPO CENTER	\$272,608	\$100,000	\$125,600	\$100,000
CULTURE AND RECREATION TOTAL	\$6,718,924	\$1,382,500	\$3,028,172	\$250,000
PUBLIC WORKS				
STREETS	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
PUBLIC WORKS TOTAL	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
TOTAL	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468

Expenditure Breakdown by Account Type

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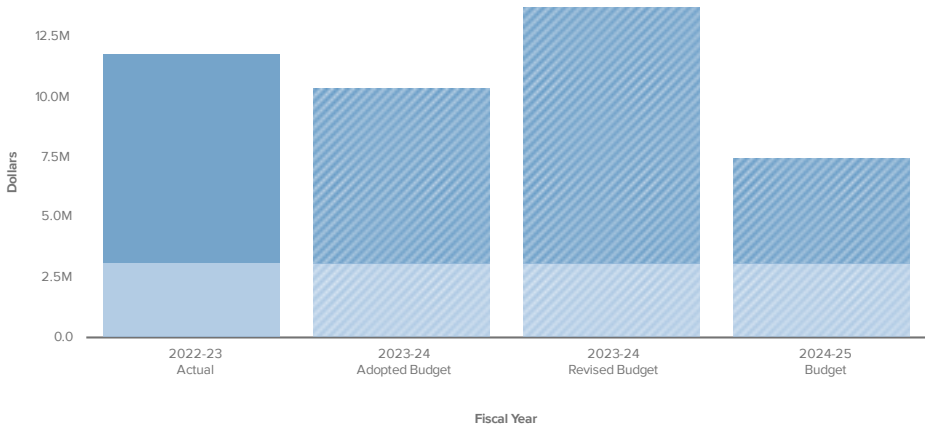
Broken down by Expenses 2018 CAPITAL IMPROVEMENT ...



Sort Large to Small

- Capital Outlay
- Debt Service
- Other Services & Charges

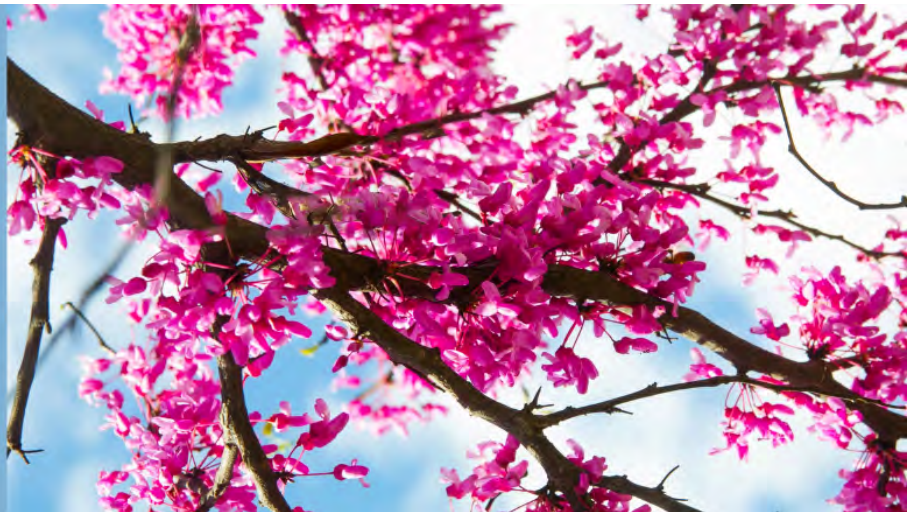
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$48,245	\$0	\$0	\$0
Capital Outlay	\$8,706,047	\$7,300,780	\$10,641,466	\$4,342,774
Debt Service	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
TOTAL	\$11,873,750	\$10,419,349	\$13,760,035	\$7,465,468

AMERICAN RESCUE PLAN FUND

FY 2024-2025 Budget Overview



Fund Description

The American Rescue Plan Fund consists of federal funds received under the federal American Rescue Plan passed in 2021.

American Rescue Plan Fund Budgets

Water Distribution
Sewer Collection

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$252,125	\$11,000,000	\$11,000,000	\$11,013,476
Expenses				
Capital Outlay	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
EXPENSES TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
REVENUES LESS EXPENSES	-\$959,279	-\$2,185,000	-\$2,829,830	-\$820,751

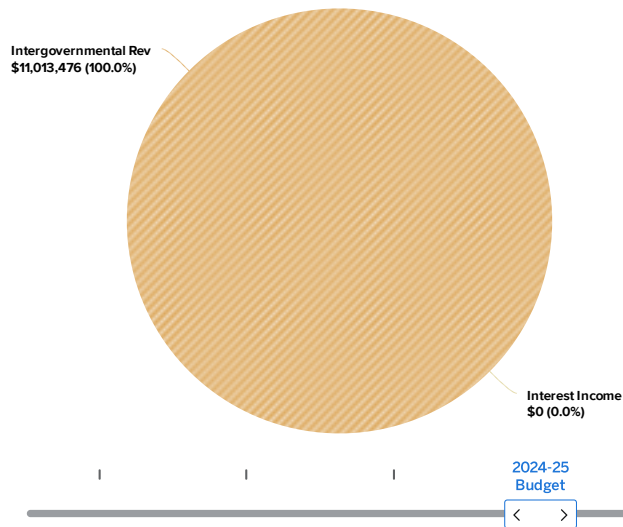
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Broken down by

Revenues AMERICAN RESCUE PLAN FUN...

Visualization



Sort Large to Small ▾

- Intergovernmental Rev
- Interest Income

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$0	\$11,000,000	\$11,000,000	\$11,013,476
Interest Income	\$252,125	\$0	\$0	\$0
TOTAL	\$252,125	\$11,000,000	\$11,000,000	\$11,013,476

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ENGINEERING	\$0	\$0	\$600,000	\$0
PUBLIC WORKS-SMA				
WATER DISTRIBUTION	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
SEWER COLLECTION	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
PUBLIC WORKS-SMA TOTAL	\$1,211,405	\$13,185,000	\$13,229,830	\$11,834,227
TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227

Expenditure Breakdown by Account Type

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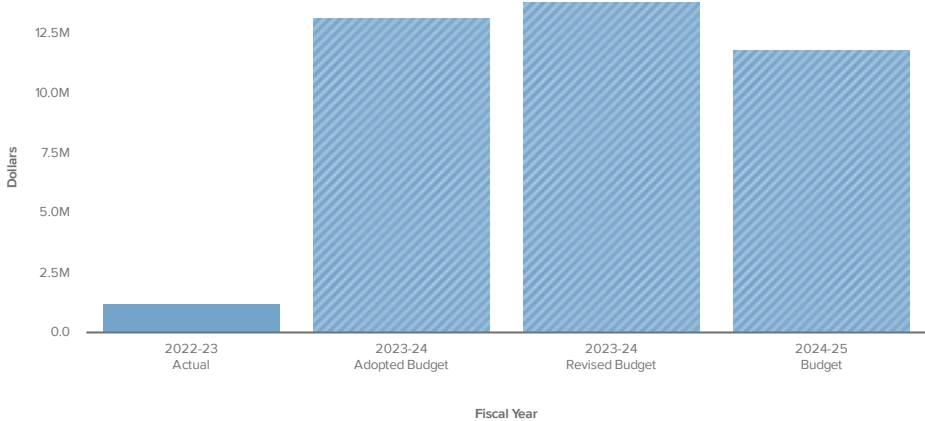
Broken down by Expenses AMERICAN RESCUE PLAN FUN...

Bar chart, Line chart, Area chart, Pie chart, Stacked bar chart

Sort Large to Small

Capital Outlay

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227
TOTAL	\$1,211,405	\$13,185,000	\$13,829,830	\$11,834,227

2023 Capital Improvement Fund

FY 2024-2025 Budget Overview



Fund Description

The 2023 Capital Improvement Fund accounts for the additional half-cent sales tax that was passed in January 2023 to be used for infrastructure projects. It specifically serves as collateral for the loans received from the Oklahoma Water Resources Board which funded the Wastewater Treatment Plant update.

2023 Capital Improvement Fund Budgets

Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$283,596	\$4,835,573	\$4,835,573	\$3,953,510
Expenses	\$0	\$3,672,115	\$3,672,115	\$3,889,453
REVENUES LESS EXPENSES	\$283,596	\$1,163,458	\$1,163,458	\$64,057

REVENUE BREAKDOWN

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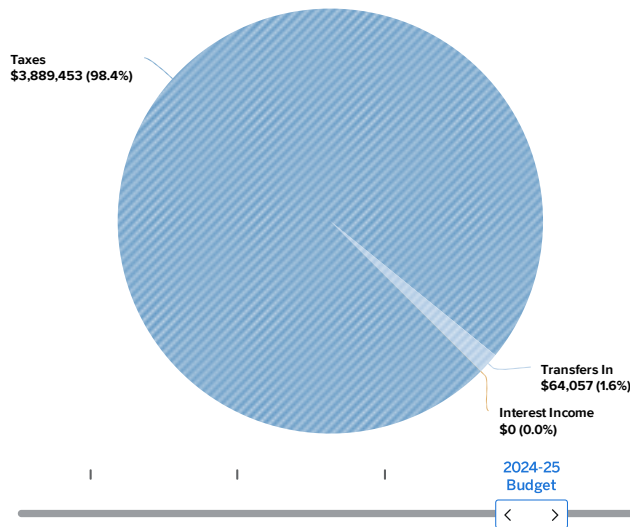
Revenues ▾ 2023 CAPITAL IMPROVEMENT ...



Sort Large to Small ▾

- Taxes
- Transfers In
- Interest Income

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Taxes	\$283,316	\$3,672,115	\$3,672,115	\$3,889,453
Transfers In	\$0	\$1,163,458	\$1,163,458	\$64,057
Interest Income	\$280	\$0	\$0	\$0
TOTAL	\$283,596	\$4,835,573	\$4,835,573	\$3,953,510

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
TRANSFERS OUT	\$0	\$3,672,115	\$3,672,115	\$3,889,453
TOTAL	\$0	\$3,672,115	\$3,672,115	\$3,889,453

Expenditure Breakdown by Account Type

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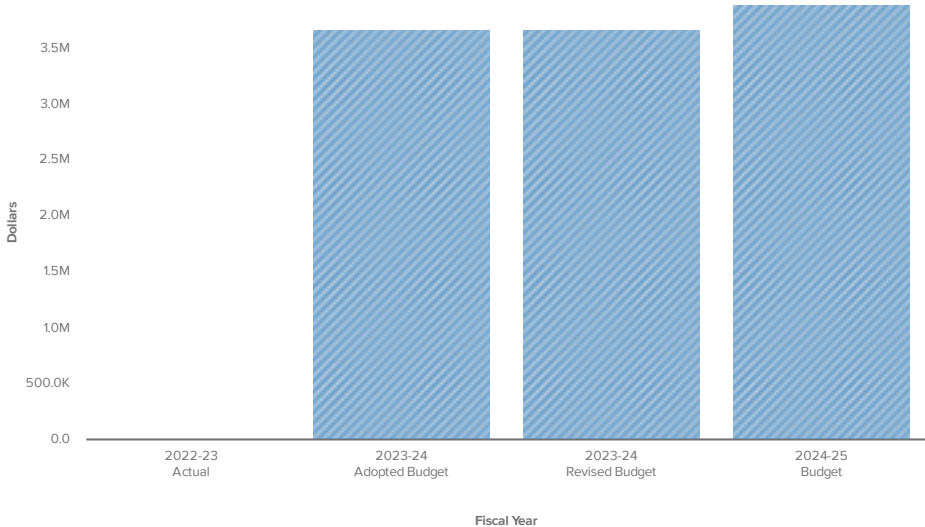
Broken down by Expenses 2023 CAPITAL IMPROVEMENT ...



Sort Large to Small

Transfers Out

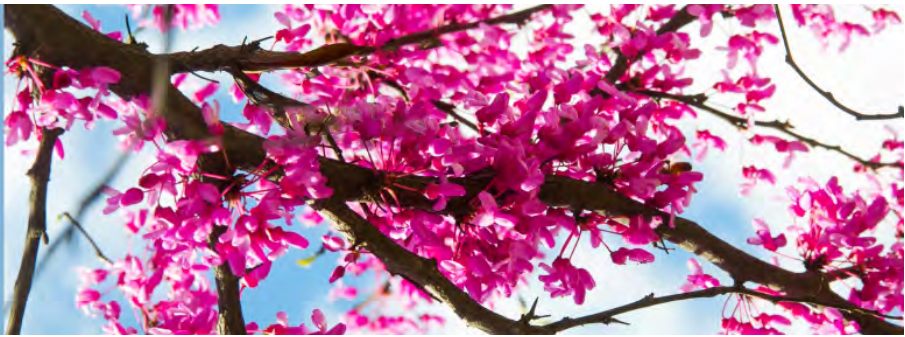
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers Out	\$0	\$3,672,115	\$3,672,115	\$3,889,453
TOTAL	\$0	\$3,672,115	\$3,672,115	\$3,889,453

Aquatic Fund

FY 2024-2025 Budget Overview



Fund Description

The Aquatic Fund is the main operating fund for the city pool and is funded through pool fees and a General Fund subsidy.

Aquatic Fund Budgets

Pool

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Charges for Services	\$159,298	\$128,000	\$128,000	\$146,000
Rental Revenues	\$11,836	\$13,000	\$13,000	\$13,000
Other Revenue	\$60,805	\$45,000	\$45,000	\$55,000
Transfers In	\$337,270	\$208,448	\$208,448	\$274,948
REVENUES TOTAL	\$569,209	\$394,448	\$394,448	\$488,948
Expenses				
REVENUES LESS EXPENSES	\$75,484	\$8,500	\$6,096	\$1,451

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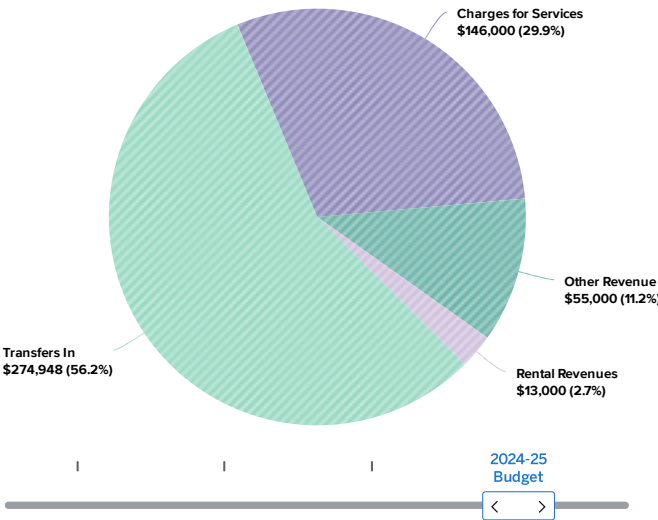
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Broken down by

Revenues AQUATIC CENTER

Visualization



Sort Large to Small

- Transfers In
- Charges for Services
- Other Revenue
- Rental Revenues

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Charges for Services	\$159,298	\$128,000	\$128,000	\$146,000
Rental Revenues	\$11,836	\$13,000	\$13,000	\$13,000
Other Revenue	\$60,805	\$45,000	\$45,000	\$55,000
Transfers In	\$337,270	\$208,448	\$208,448	\$274,948
TOTAL	\$569,209	\$394,448	\$394,448	\$488,948

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CULTURE AND RECREATION				
POOL	\$493,725	\$385,948	\$388,352	\$487,497
CULTURE AND RECREATION TOTAL	\$493,725	\$385,948	\$388,352	\$487,497
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Expenditure Breakdown by Account Type

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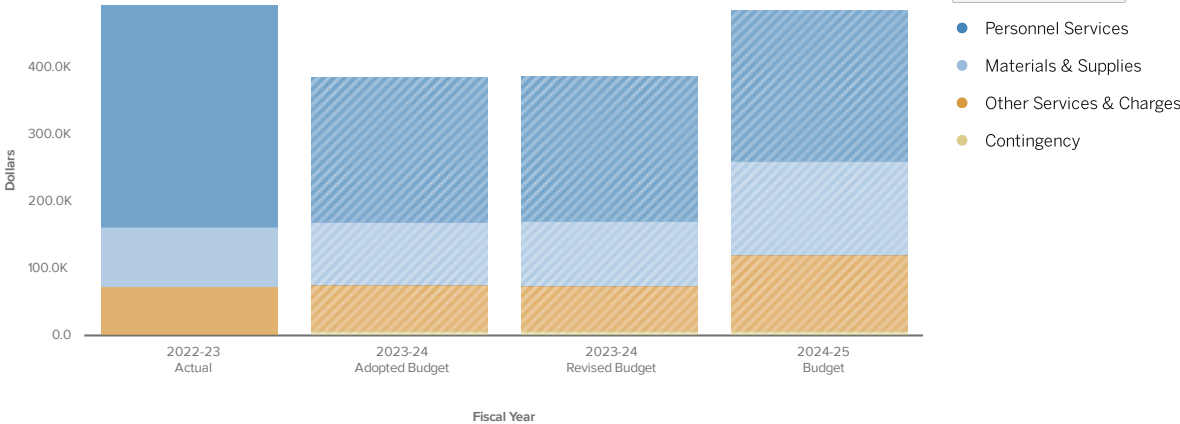
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Broken down by Expenses AQUATIC CENTER



Sort Large to Small

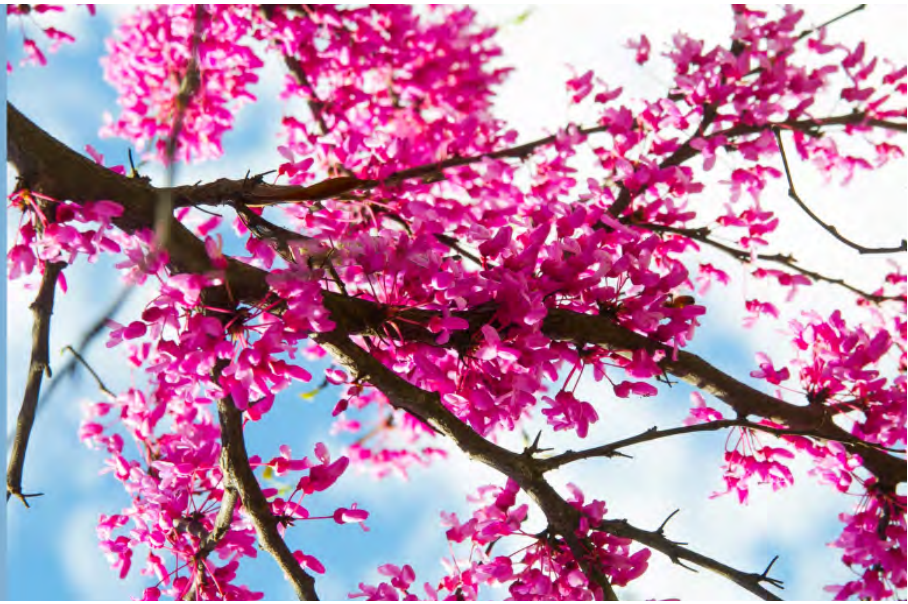
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$8,500	\$8,500	\$8,500
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$65,809	\$113,217
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Workers' Compensation Self-Insurance Fund

FY 2024-2025 Budget Overview



Fund Description

The Workers' Compensation Self-Insurance Fund accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.

Workers' Compensation Self-Insurance Fund Budgets

Workers' Compensation

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
REVENUES TOTAL	\$454,577	\$724,484	\$724,484	\$828,582
Expenses				
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
EXPENSES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
REVENUES LESS EXPENSES	\$8,319	\$0	\$0	\$0

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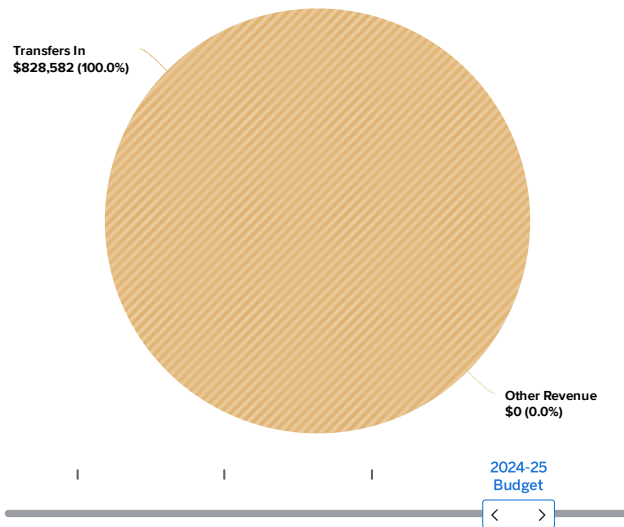
Broken down by

Revenues WORK COMP SELF-INSUR FUND


Sort Large to Small ▾

- Transfers In
- Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
TOTAL	\$454,577	\$724,484	\$724,484	\$828,582

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
INTERNAL SERVICES				
WORKERS' COMP SELF-INSUR FD	\$446,258	\$724,484	\$724,484	\$828,582
INTERNAL SERVICES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
TOTAL	\$446,258	\$724,484	\$724,484	\$828,582

Expenditure Breakdown by Account Type

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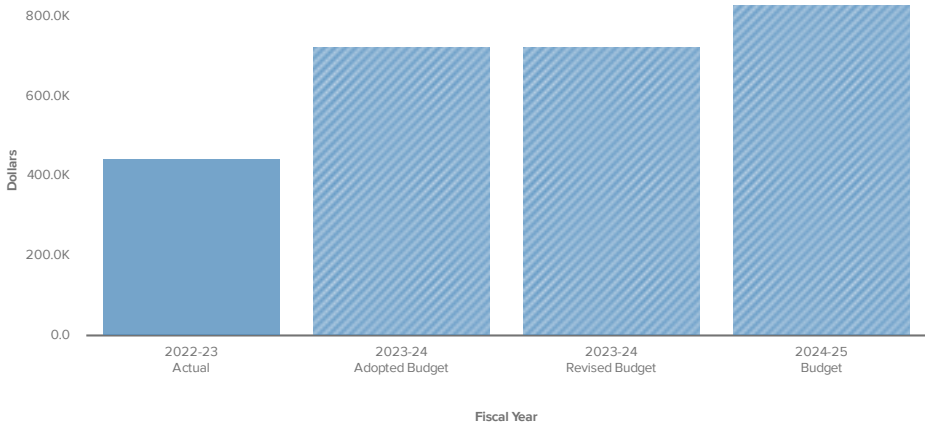
Broken down by
Expenses WORK COMP SELF-INSUR FUND



Sort Large to Small

Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
TOTAL	\$446,258	\$724,484	\$724,484	\$828,582

Insurance Recovery Fund

FY 2024-2025 Budget Overview



Fund Description

The Insurance Recovery Fund is responsible for tracking insurance proceeds from property damage claims, and the applicable expenses incurred to repair or replace the assets.

Insurance Recovery Fund Budgets

Various

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$52,159	\$0	\$2,202,925	\$50,000
Expenses	\$7,955	\$0	\$2,202,925	\$3,225,746
REVENUES LESS EXPENSES	\$44,204	\$0	\$0	-\$3,175,746

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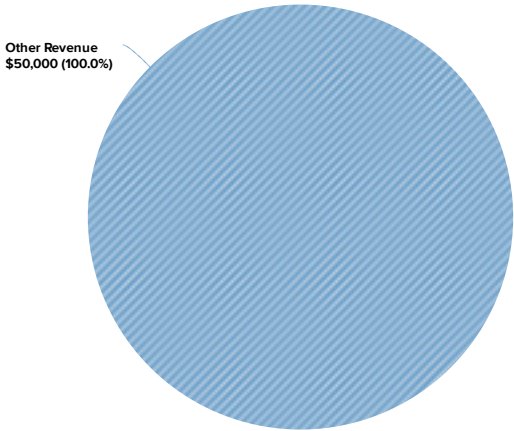
Revenues INSURANCE RECOVERY FUND



Sort Large to Small

Other Revenue

Visualization



2024-25 Budget

< >

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$52,159	\$0	\$2,202,925	\$50,000
TOTAL	\$52,159	\$0	\$2,202,925	\$50,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AIRPORT	\$0	\$0	\$1,005,550	\$2,082,894
CULTURE AND RECREATION	\$0	\$0	\$818,702	\$814,576
POLICE DEPARTMENT	\$925	\$0	\$170,335	\$169,411
PUBLIC WORKS-SMA	\$6,770	\$0	\$109,425	\$83,837
ADMINISTRATION	\$0	\$0	\$31,408	\$50,000
EMERGENCY MANAGEMENT	\$0	\$0	\$19,913	\$16,214
ENGINEERING	\$0	\$0	\$19,194	\$2,268
FIRE DEPARTMENT	\$260	\$0	\$14,916	\$2,085
COMMUNITY DEVELOPMENT	\$0	\$0	\$9,620	\$4,461
PUBLIC WORKS	\$0	\$0	\$3,862	\$0
TOTAL	\$7,955	\$0	\$2,202,925	\$3,225,746

Expenditure Breakdown by Account Type

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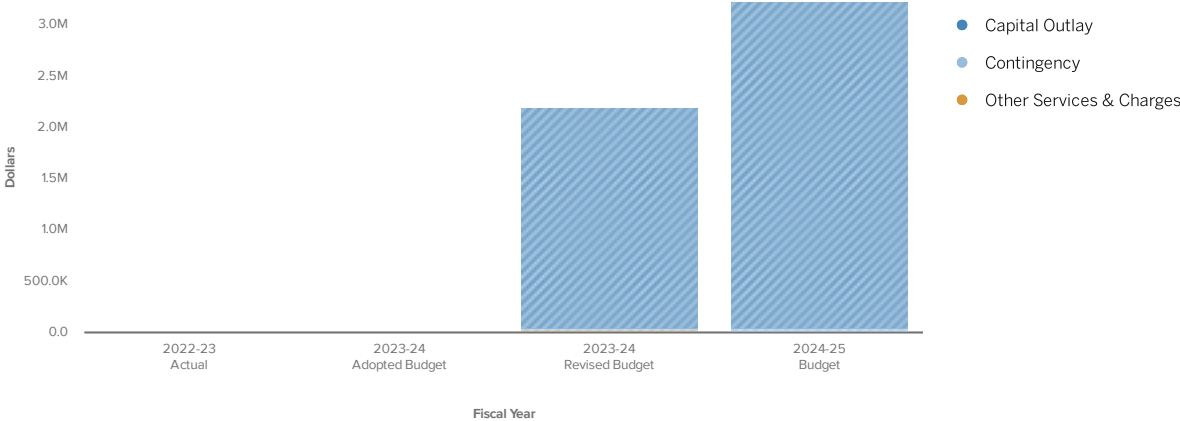
Back History Reset

Broken down by Expenses INSURANCE RECOVERY FUND

Bar Chart Line Chart Pie Chart

Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$7,955	\$0	\$2,152,925	\$3,173,478
Contingency	\$0	\$0	\$31,408	\$50,000
Other Services & Charges	\$0	\$0	\$18,592	\$2,268
TOTAL	\$7,955	\$0	\$2,202,925	\$3,225,746

Library Fund

FY 2024-2025 Budget Overview



Fund Description

The Library Fund accounts for the maintenance of the city library. The main funding source is a General Fund transfer.

General Fund Budgets

Library

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$85,000	\$85,000	\$85,000	\$93,376
Expenses	\$90,689	\$83,576	\$83,576	\$93,376
REVENUES LESS EXPENSES	-\$5,689	\$1,424	\$1,424	\$0

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$85,000	\$85,000	\$85,000	\$93,376
TOTAL	\$85,000	\$85,000	\$85,000	\$93,376

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CULTURE AND RECREATION				
LIBRARY	\$90,689	\$83,576	\$83,576	\$93,376
CULTURE AND RECREATION TOTAL	\$90,689	\$83,576	\$83,576	\$93,376
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Expenditure Breakdown by Account Type

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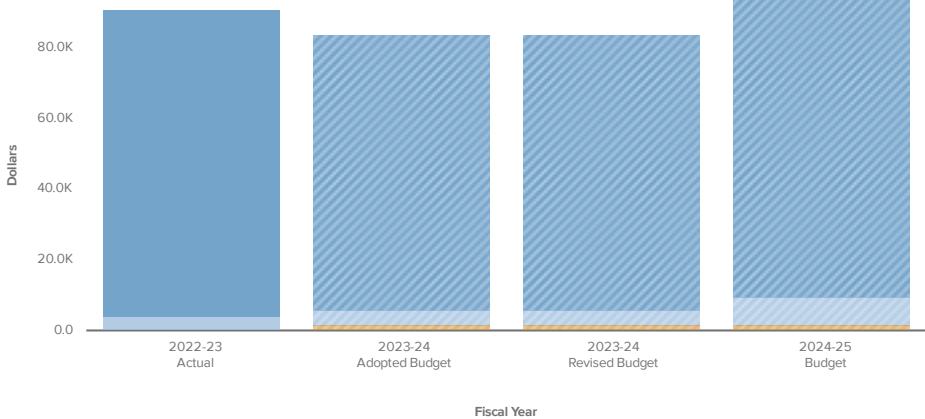
Broken down by Expenses LIBRARY FUND

Bar Chart Line Chart Pie Chart

Sort Large to Small

- Other Services & Charges
- Materials & Supplies
- Contingency
- Personnel Services

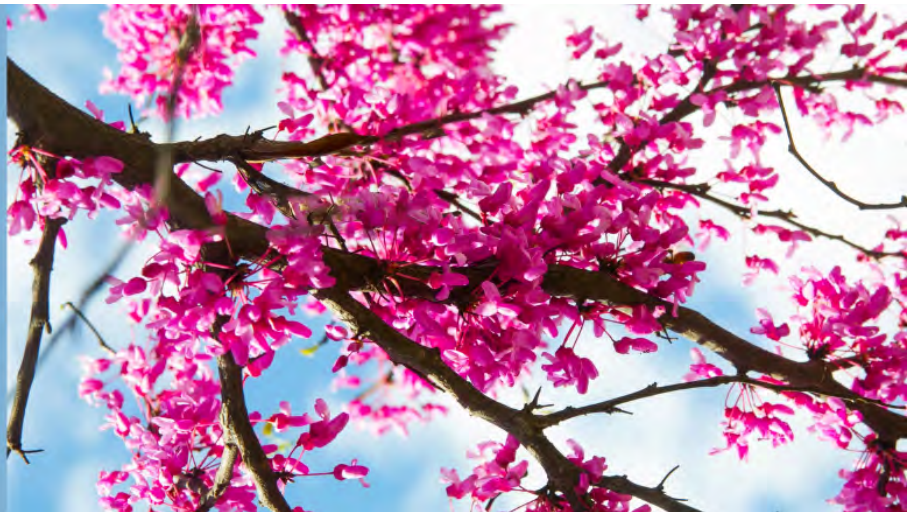
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Cemetery Perpetual Care Fund

FY 2024-2025 Budget Overview



Fund Description

The Cemetery Perpetual Fund accounts for the continuing care and maintenance as well as future capital investments of the City owned cemetery funded with fees restricted by external sources.

Cemetery Perpetual Fund Budgets

Cemetery

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$7,832	\$4,000	\$4,000	\$4,000
Expenses				
Other Services & Charges	\$97	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$3,862
EXPENSES TOTAL	\$97	\$0	\$0	\$3,862
REVENUES LESS EXPENSES	\$7,735	\$4,000	\$4,000	\$138

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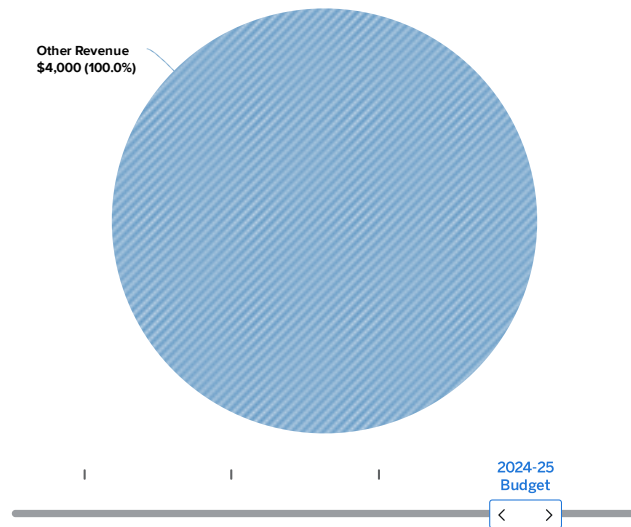
Revenues ▾ CEMETERY PERPETUAL FUND



Sort Large to Small ▾

● Other Revenue

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$7,832	\$4,000	\$4,000	\$4,000
TOTAL	\$7,832	\$4,000	\$4,000	\$4,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS				
CEMETERY	\$97	\$0	\$0	\$3,862
PUBLIC WORKS TOTAL	\$97	\$0	\$0	\$3,862
TOTAL	\$97	\$0	\$0	\$3,862

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

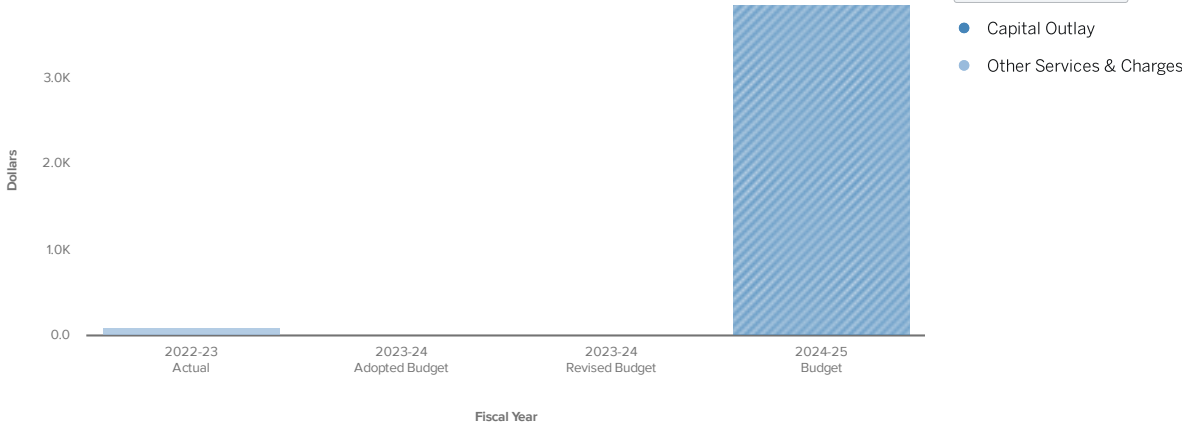
Back History Reset

Broken down by Expenses CEMETERY PERPETUAL FUND

Bar Chart Line Chart Pie Chart

Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$97	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$3,862
TOTAL	\$97	\$0	\$0	\$3,862

Sister Cities Fund

FY 2024-2025 Budget Overview



Fund Description

The Sister Cities Fund accounts for the activities carried out under the Sister Cities program with Nikaho, Japan. The main funding source is a transfer from the Economic Development Fund.

Sister Cities Fund Budgets

Sister Cities

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Transfers In	\$42,500	\$0	\$0	\$0
REVENUES TOTAL	\$42,500	\$0	\$0	\$0
Expenses	\$0	\$42,500	\$42,500	\$42,500
REVENUES LESS EXPENSES	\$42,500	-\$42,500	-\$42,500	-\$42,500

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Transfers In	\$42,500	\$0	\$0	\$0
TOTAL	\$42,500	\$0	\$0	\$0

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
ECONOMIC DEVELOPMENT				
SISTER CITIES	\$0	\$42,500	\$42,500	\$42,500
ECONOMIC DEVELOPMENT TOTAL	\$0	\$42,500	\$42,500	\$42,500
TOTAL	\$0	\$42,500	\$42,500	\$42,500

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

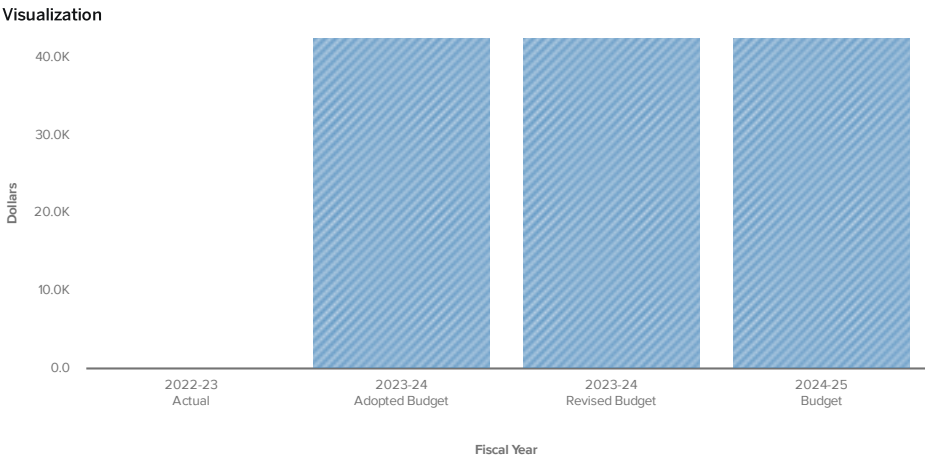
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Broken down by Expenses SISTER CITIES FUND



Sort Large to Small

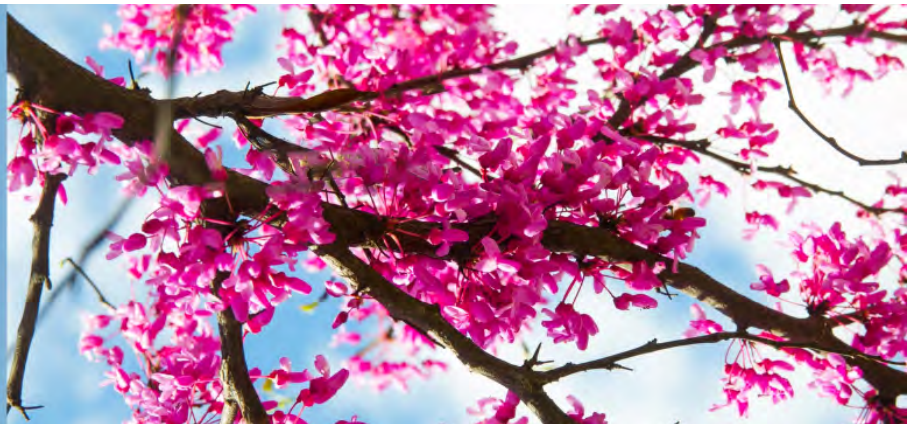
Other Services & Charges



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Services & Charges	\$0	\$42,500	\$42,500	\$42,500
TOTAL	\$0	\$42,500	\$42,500	\$42,500

Shawnee Airport Authority

FY 2024-2025 Budget Overview



Fund Description

The Shawnee Airport Authority fund provides for the operation of the City of Shawnee Municipal Airport. The main revenue sources include rental revenues and federal grants for capital projects.

Fund Budgets

Airport

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Intergovernmental Rev	\$108,379	\$925,001	\$925,001	\$180,000
Rental Revenues	\$322,545	\$523,961	\$523,961	\$239,700
Other Revenue	\$311,718	\$346,250	\$346,250	\$226,250
Transfers In	\$225,000	\$230,230	\$230,230	\$230,230
REVENUES TOTAL	\$967,642	\$2,025,442	\$2,025,442	\$876,180
Expenses				
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
EXPENSES TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
REVENUES LESS EXPENSES	\$121,659	-\$69,669	-\$81,747	-\$196,044

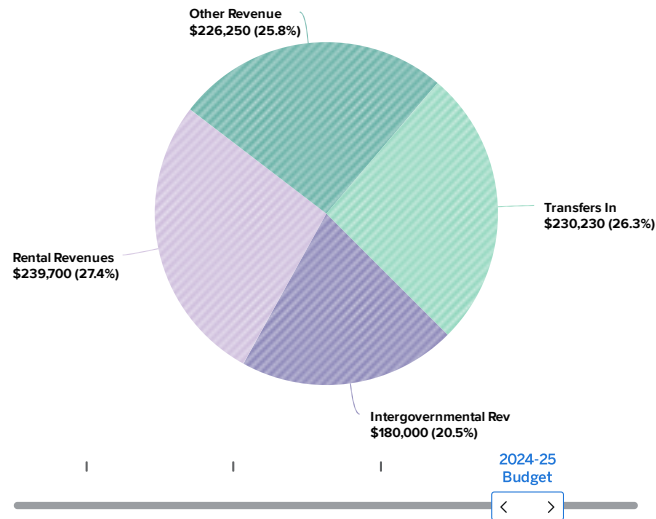
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Broken down by

Revenues ▾ SHAWNEE AIRPORT AUTHORITY

Visualization



Sort Large to Small ▾

- Intergovernmental Rev
- Rental Revenues
- Other Revenue
- Transfers In

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$108,379	\$925,001	\$925,001	\$180,000
Rental Revenues	\$322,545	\$523,961	\$523,961	\$239,700
Other Revenue	\$311,718	\$346,250	\$346,250	\$226,250
Transfers In	\$225,000	\$230,230	\$230,230	\$230,230
TOTAL	\$967,642	\$2,025,442	\$2,025,442	\$876,180

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AIRPORT				
AIRPORT	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
AIRPORT TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

Broken down by Expenses SHAWNEE AIRPORT AUTHORITY



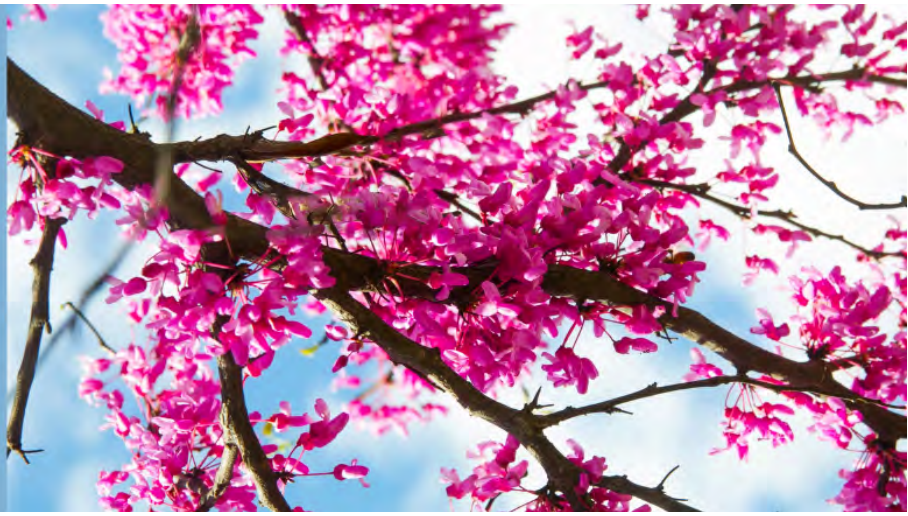
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Shawnee Municipal Authority

FY 2024-2025 Budget Overview



Fund Description

The Shawnee Municipal Authority accounts for the City's water, sewer, and sanitation operations. The major funding source is user charges.

Shawnee Municipal Authority Budgets

Utility Billing
Utility Administration
Lake Operations
Water Production
Water Distribution
North Sewer Treatment Plant
South Sewer Treatment Plant
Sewer Collection
Debt Service
Transfers Out

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$56,434,331	\$20,489,455	\$20,489,455	\$21,308,148
Expenses				
Contingency	\$0	\$415,000	\$415,000	\$435,000
Personnel Services	\$3,246,963	\$3,390,826	\$3,389,727	\$3,474,570
Materials & Supplies	\$1,027,972	\$1,075,950	\$1,071,950	\$1,173,670
Other Services & Charges	\$4,676,574	\$5,319,588	\$5,334,626	\$5,260,143
Capital Outlay	\$40,172,890	\$40,000	\$76,411	\$97,913
Debt Service	\$4,259,777	\$3,128,747	\$3,128,747	\$4,130,136
Transfers Out	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
EXPENSES TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489
REVENUES LESS EXPENSES	-\$3,809,845	-\$754,114	-\$800,464	-\$236,341

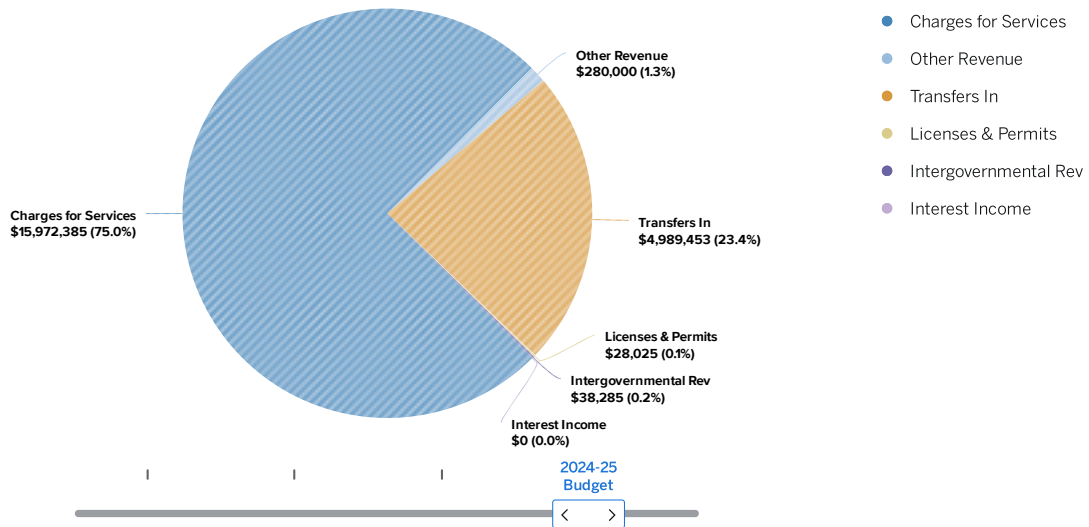
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Broken down by

Revenues ▾ SHAWNEE MUNICIPAL AUTHO...

Visualization



Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Intergovernmental Rev	\$7,150	\$0	\$0	\$38,285
Licenses & Permits	\$35,935	\$28,025	\$28,025	\$28,025
Charges for Services	\$15,827,212	\$15,409,315	\$15,409,315	\$15,972,385
Interest Income	\$28,230	\$0	\$0	\$0
Other Revenue	\$39,435,803	\$280,000	\$280,000	\$280,000
Transfers In	\$1,100,000	\$4,772,115	\$4,772,115	\$4,989,453
TOTAL	\$56,434,331	\$20,489,455	\$20,489,455	\$21,308,148

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CITY CLERK				
UTILITY BILLING	\$746,157	\$827,788	\$827,788	\$918,674
CITY CLERK TOTAL	\$746,157	\$827,788	\$827,788	\$918,674
DEBT SERVICE				
DEBT SERVICE	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
DEBT SERVICE TOTAL	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
PUBLIC WORKS-SMA				
LAKE OPERATIONS	\$169,944	\$68,200	\$82,350	\$69,200
NORTH SEWER TREATMENT PLANT	\$526,854	\$604,821	\$604,821	\$626,760
SEWER COLLECTION	\$838,715	\$877,418	\$867,418	\$910,828
SOUTH SEWER TREATMENT PLANT	\$609,068	\$660,493	\$660,493	\$706,312
UTILITY ADMINISTRATION	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224
WATER DISTRIBUTION	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072
WATER PRODUCTION	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226
PUBLIC WORKS-SMA TOTAL	\$48,613,120	\$9,683,576	\$9,729,926	\$9,792,622
TRANSFERS OUT				
TRANSFERS OUT	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TRANSFERS OUT TOTAL	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489

Expenditure Breakdown by Account Type

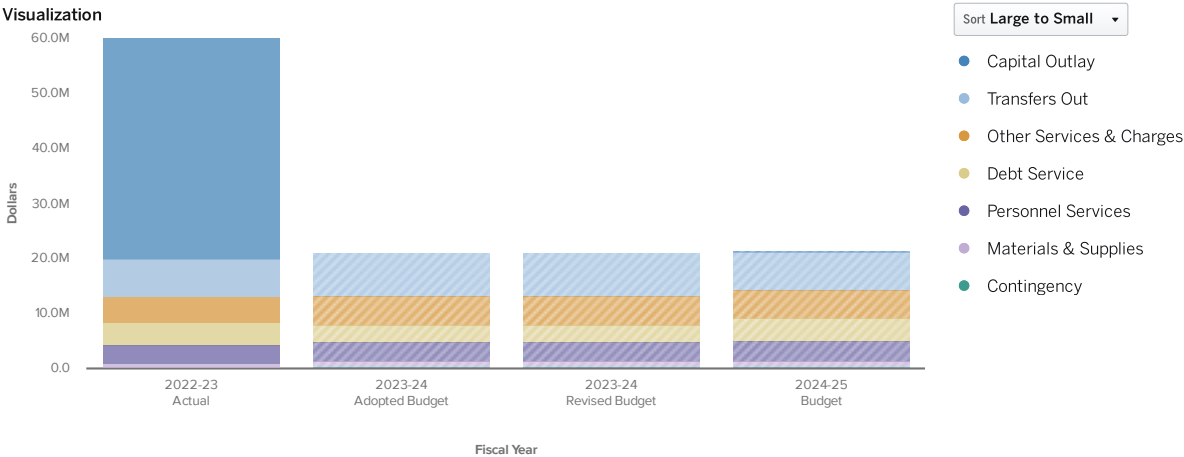
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Broken down by Expenses SHAWNEE MUNICIPAL AUTHO...

Bar Chart Line Chart Pie Chart

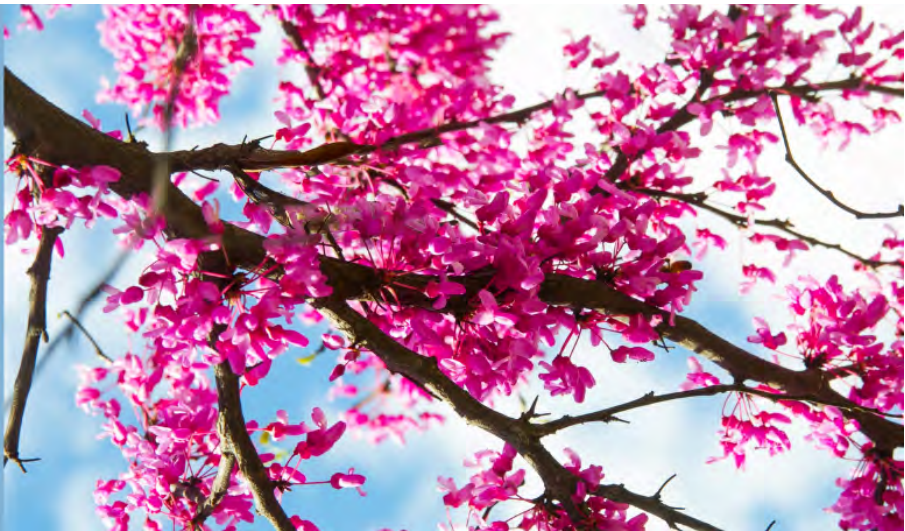
Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Contingency	\$0	\$415,000	\$415,000	\$435,000
Personnel Services	\$3,246,963	\$3,390,826	\$3,389,727	\$3,474,570
Materials & Supplies	\$1,027,972	\$1,075,950	\$1,071,950	\$1,173,670
Other Services & Charges	\$4,676,574	\$5,319,588	\$5,334,626	\$5,260,143
Capital Outlay	\$40,172,890	\$40,000	\$76,411	\$97,913
Debt Service	\$4,259,777	\$3,128,747	\$3,128,747	\$4,130,136
Transfers Out	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$60,244,176	\$21,243,569	\$21,289,919	\$21,544,489

Water System Capital Projects Fund

FY 2024-2025 Budget Overview



Fund Description

This fund is to account for the water system capital projects.

Water System Capital Projects Fund Budgets

Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$4,910,000	\$4,910,000	\$1,910,000
Expenses	\$0	\$4,906,000	\$4,906,000	\$1,958,000
REVENUES LESS EXPENSES	\$0	\$4,000	\$4,000	-\$48,000

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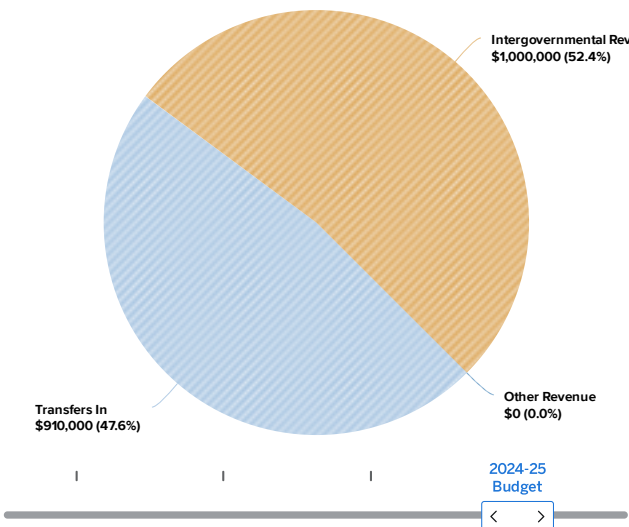
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Broken down by

Revenues WATER SYSTEM CAPITAL PROJ...

Visualization



Sort Large to Small

- Other Revenue
- Transfers In
- Intergovernmental Rev

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$0	\$4,000,000	\$4,000,000	\$0
Transfers In	\$0	\$910,000	\$910,000	\$910,000
Intergovernmental Rev	\$0	\$0	\$0	\$1,000,000
TOTAL	\$0	\$4,910,000	\$4,910,000	\$1,910,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS-SMA	\$0	\$4,906,000	\$4,906,000	\$1,958,000
TOTAL	\$0	\$4,906,000	\$4,906,000	\$1,958,000

Expenditure Breakdown by Account Type

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Broken down by

Departments

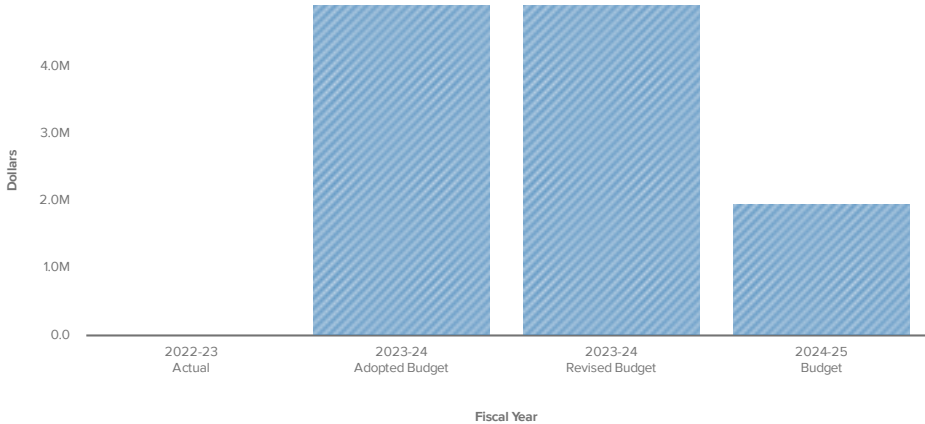
▼ WATER SYSTEM CAPITAL PROJ...

▼ Expenses

Sort Large to Small

● PUBLIC WORKS-SMA

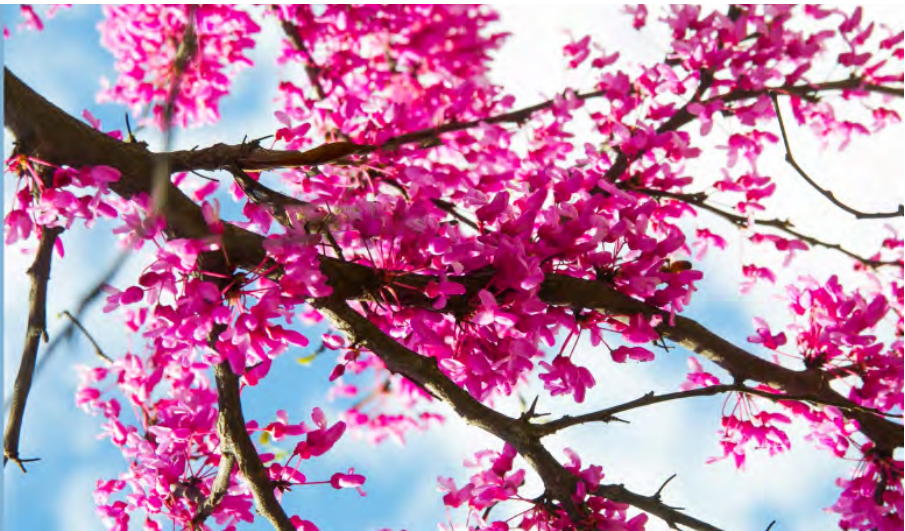
Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Capital Outlay	\$0	\$4,906,000	\$4,906,000	\$1,958,000
TOTAL	\$0	\$4,906,000	\$4,906,000	\$1,958,000

Wastewater System Capital Projects Fund

FY 2024-2025 Budget Overview



Fund Description

This fund is to account for the wastewater system capital projects.

Wastewater System Capital Projects Fund

Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$76,240,000	\$76,240,000	\$46,439,000
Expenses	\$0	\$76,239,000	\$76,239,000	\$46,470,000
REVENUES LESS EXPENSES	\$0	\$1,000	\$1,000	-\$31,000

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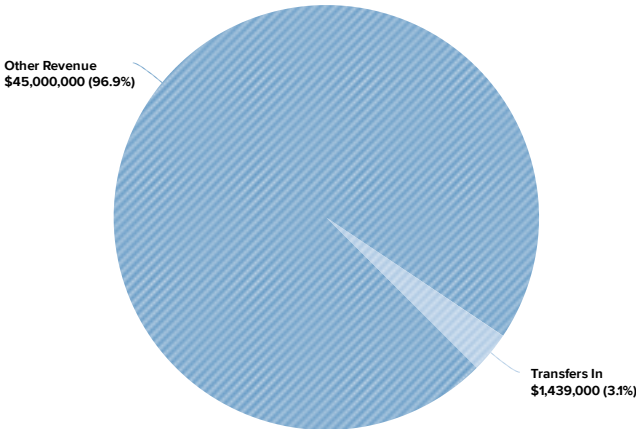
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Broken down by

Revenues WASTEWATER SYSTEM CAPITA...

Visualization



Sort Large to Small

- Other Revenue
- Transfers In

2024-25
Budget
< >

Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Other Revenue	\$0	\$75,000,000	\$75,000,000	\$45,000,000
Transfers In	\$0	\$1,240,000	\$1,240,000	\$1,439,000
TOTAL	\$0	\$76,240,000	\$76,240,000	\$46,439,000

Expenditure by Department

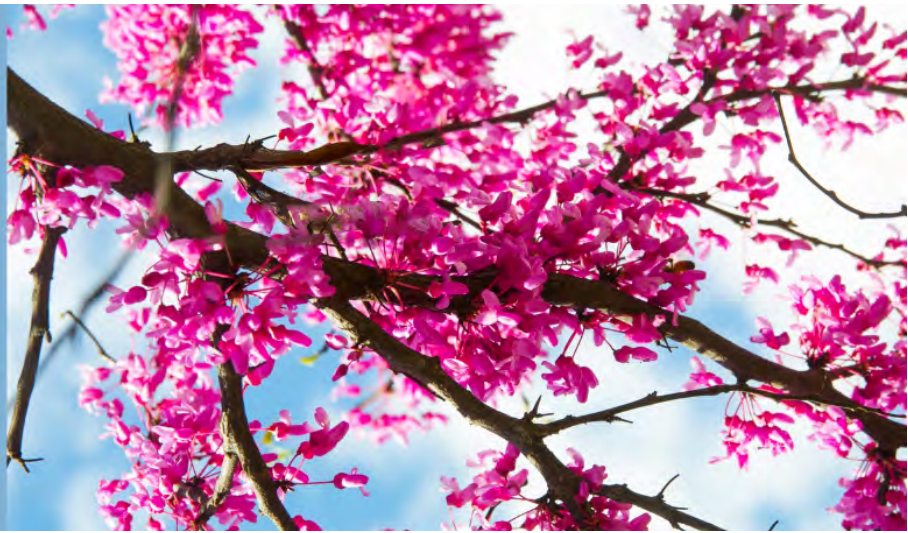
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
PUBLIC WORKS-SMA	\$0	\$76,239,000	\$76,239,000	\$46,470,000
TOTAL	\$0	\$76,239,000	\$76,239,000	\$46,470,000

Expenditure Breakdown by Account Type



Meter Maintenance Fund

FY 2024-2025 Budget Overview



Fund Description

This fund receives revenue from a fee collected on utility bills and accounts for debt service and the maintenance of meters.

Meter Maintenance Fund Budgets

Debt Service
Public Works

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues	\$0	\$850,000	\$850,000	\$850,000
Expenses	\$0	\$431,793	\$431,793	\$433,274
REVENUES LESS EXPENSES	\$0	\$418,207	\$418,207	\$416,726

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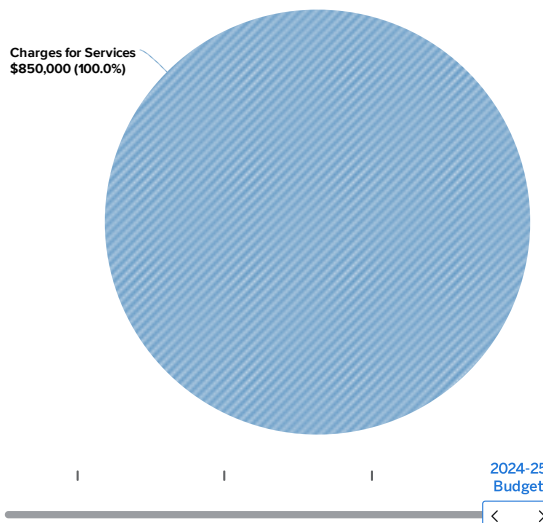
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Broken down by

Revenues ▼ METER MAINTENANCE FEE FU...

Visualization



Sort Large to Small

● Charges for Services

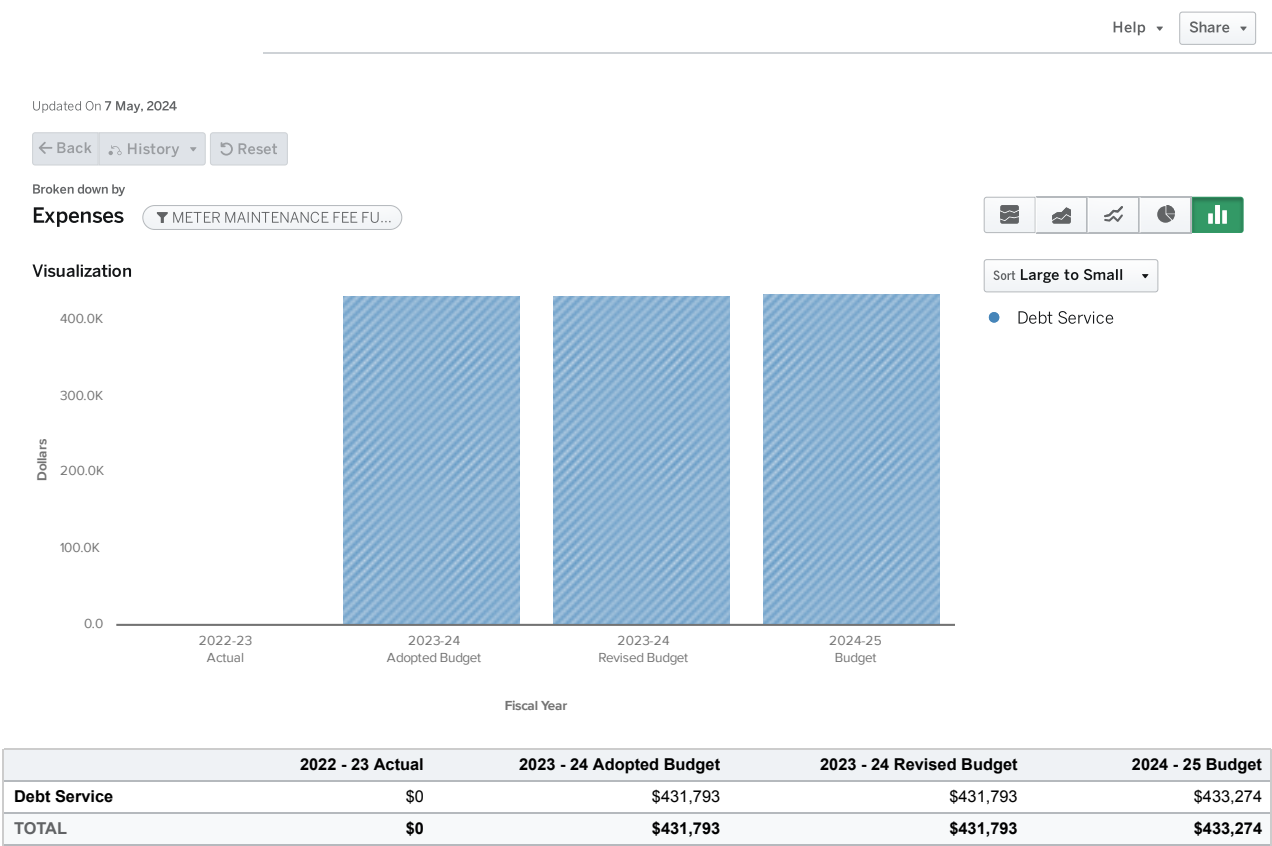
Revenue by Account Type

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Charges for Services	\$0	\$850,000	\$850,000	\$850,000
TOTAL	\$0	\$850,000	\$850,000	\$850,000

Expenditure by Department

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
DEBT SERVICE	\$0	\$431,793	\$431,793	\$433,274
TOTAL	\$0	\$431,793	\$431,793	\$433,274

Expenditure Breakdown by Account Type

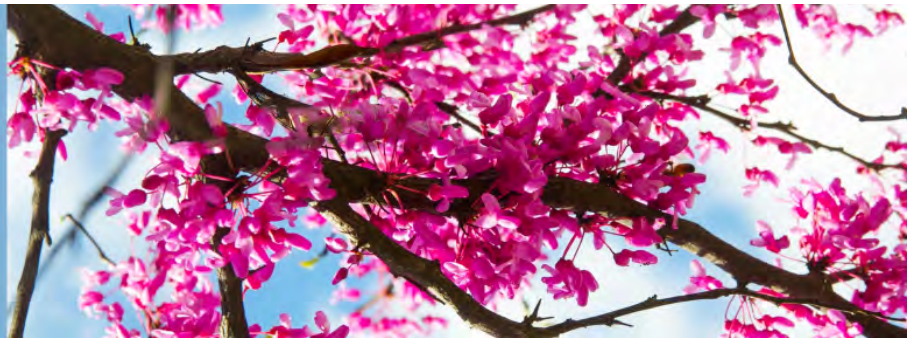


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Departments

Animal Welfare

FY 2024-2025 Budget



Division Description

The purpose of Animal Welfare is to enforce city animal ordinances and educate the public regarding proper pet ownership. There are a variety of services that Animal Welfare provides for the Shawnee community: rescuing sick or injured animals, controlling stray animals, responding to dangerous animals roaming at large, removing dead animals, licensing, investigating animal cruelty and abuse, complaints of animal noise, unsanitary conditions and abandonment. One of the most important aspects of Animal Welfare is responding to dog bites. Animals that bite are found, quarantined, and placed under observation for the threat of rabies.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ANIMAL WELFARE SUPV	1	1	1
ANIMAL WELFARE OFF	2	3	3
FTE	3	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CAPITAL IMPROVEMENT FUND	\$0	\$307,800	\$307,800	\$900,000
GENERAL FUND	\$273,706	\$306,589	\$306,589	\$344,139
INSURANCE RECOVERY FUND	\$0	\$0	\$15,558	\$15,558
SPAY/NEUTER FUND	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$275,900	\$616,589	\$632,147	\$1,261,897

Expenditure Breakdown by Account Type

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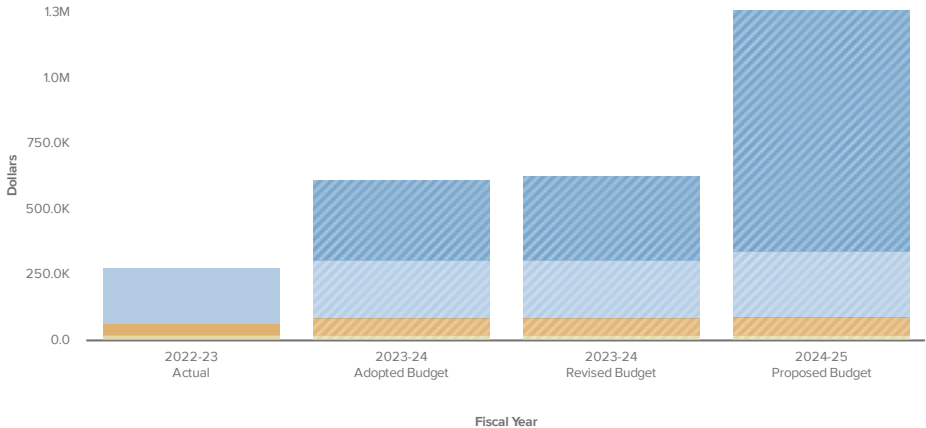
Broken down by

Expenses ▾ ANIMAL WELFARE



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$210,423	\$223,039	\$223,039	\$254,885
Materials & Supplies	\$23,303	\$23,000	\$23,000	\$23,000
Other Services & Charges	\$42,174	\$62,750	\$62,750	\$68,454
Capital Outlay	\$0	\$307,800	\$323,358	\$915,558
TOTAL	\$275,900	\$616,589	\$632,147	\$1,261,897

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$210,423	\$223,039	\$223,039	\$254,885
Other Services & Charges	\$39,980	\$60,550	\$60,550	\$66,254
Materials & Supplies	\$23,303	\$23,000	\$23,000	\$23,000
TOTAL	\$273,706	\$306,589	\$306,589	\$344,139

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$307,800	\$307,800	\$900,000
TOTAL	\$0	\$307,800	\$307,800	\$900,000

Spay/Neuter Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$2,194	\$2,200	\$2,200	\$2,200
TOTAL	\$2,194	\$2,200	\$2,200	\$2,200

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$15,558	\$15,558
TOTAL	\$0	\$0	\$15,558	\$15,558

Building Maintenance

FY 2024-2025 Budget



Division Description

The Building Maintenance division is responsible for maintaining city facilities including City Hall. This includes minor repairs and remodels.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BLDG MAINT/CUSTODIAN	1	2	2
BLDG MAINT/CUSTODIAN - PARTTIME	2	1	1
ASSET MANAGER	1	1	1
BLDG MAINT	2	0	0
BLDNG MAINT TECH	0	1	1
FTE	6	5	5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$297,005	\$338,594	\$359,735	\$395,678
CAPITAL IMPROVEMENT FUND	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$297,005	\$361,594	\$382,735	\$828,678

Expenditure Breakdon by Account Type

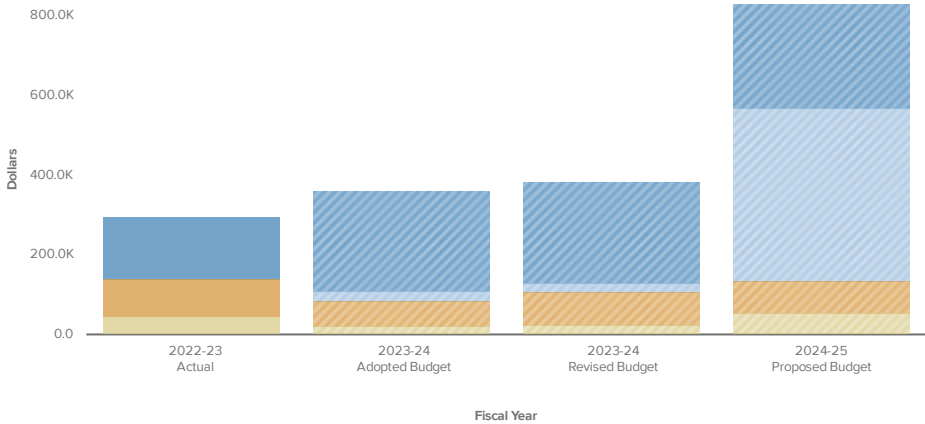
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Broken down by
Expenses BUILDING MAINTENANCE

Bar Chart Line Chart Area Chart Pie Chart

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$156,895	\$253,204	\$253,204	\$259,868
Materials & Supplies	\$47,065	\$23,175	\$26,971	\$53,975
Other Services & Charges	\$93,045	\$62,215	\$79,560	\$81,835
Capital Outlay	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$297,005	\$361,594	\$382,735	\$828,678

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$156,895	\$253,204	\$253,204	\$259,868
Other Services & Charges	\$93,045	\$62,215	\$79,560	\$81,835
Materials & Supplies	\$47,065	\$23,175	\$26,971	\$53,975
TOTAL	\$297,005	\$338,594	\$359,735	\$395,678

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$23,000	\$23,000	\$433,000
TOTAL	\$0	\$23,000	\$23,000	\$433,000

CDBG Program

FY 2024-2025 Budget



Division Description

The City of Shawnee annually receives Community Development Block Grant Funds (CDBG) from the U.S. Department of Housing and Urban Development (HUD). This program provides home loans to certain low-income individuals as well as home repair.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ASSISTANT PROGRAM MANAGER	1	0	0
CDBG PROGRAM MANAGER	0	1	1
FTE	1	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CDBG GRANTS	\$656,701	\$828,430	\$828,430	\$913,760
CDBG-CV - ODOC	\$828,323	\$164,872	\$264,597	\$192,198
ESG - ODOC	\$113,888	\$0	\$0	\$0
HOME REHAB PROGRAM INCOME	\$24,350	\$0	\$75,000	\$0
INSURANCE RECOVERY FUND	\$0	\$0	\$8,735	\$3,576
TOTAL	\$1,623,262	\$993,302	\$1,176,762	\$1,109,534

Expenditure Breakdown by Account Type

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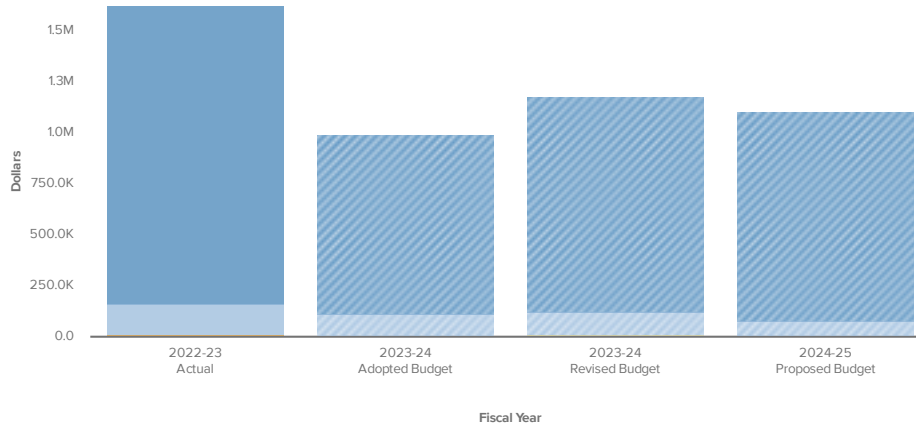
Broken down by

Expenses [▼ COMMUNITY DEVELOPMENT ...](#)



Sort [Large to Small](#)

Visualization



- Other Services & Charges
- Personnel Services
- Materials & Supplies
- Capital Outlay

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,460,924	\$881,100	\$1,053,959	\$1,026,273
Personnel Services	\$150,492	\$111,702	\$111,702	\$79,185
Materials & Supplies	\$11,846	\$500	\$2,366	\$500
Capital Outlay	\$0	\$0	\$8,735	\$3,576
TOTAL	\$1,623,262	\$993,302	\$1,176,762	\$1,109,534

Expenditure Breakdown by Fund and Account Type

CDBG Grants Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$573,196	\$716,228	\$714,362	\$841,937
Personnel Services	\$83,335	\$111,702	\$111,702	\$71,323
Materials & Supplies	\$169	\$500	\$2,366	\$500
TOTAL	\$656,701	\$828,430	\$828,430	\$913,760

CDBG-CV - ODOC Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$778,231	\$164,872	\$264,597	\$184,336
Personnel Services	\$48,503	\$0	\$0	\$7,862
Materials & Supplies	\$1,589	\$0	\$0	\$0
TOTAL	\$828,323	\$164,872	\$264,597	\$192,198

ESG - ODOC

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$85,147	\$0	\$0	\$0
Personnel Services	\$18,654	\$0	\$0	\$0
Materials & Supplies	\$10,088	\$0	\$0	\$0
TOTAL	\$113,888	\$0	\$0	\$0

Home Rehab Program Income Fund

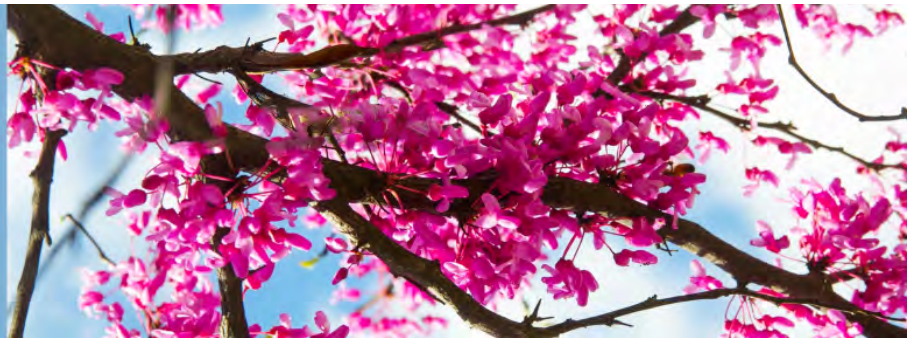
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$24,350	\$0	\$75,000	\$0
TOTAL	\$24,350	\$0	\$75,000	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$8,735	\$3,576
TOTAL	\$0	\$0	\$8,735	\$3,576

Cemetery

FY 2024-2025 Budget



Division Description

The Cemetery division provides for the needs of individuals requiring immediate and pre-need services as well as maintaining the Cemetery's grounds, facilities, equipment and records. The Cemetery contains nearly 80 acres of space on the eastern side of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
ADMIN ASST	1	0	0
CEMETERY SUPV	1	1	1
CEMETERY MAINT 1	2	2	2
FTE	4	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$256,247	\$214,894	\$220,672	\$256,720
CAPITAL IMPROVEMENT FUND	\$83,307	\$80,000	\$80,000	\$55,000
CEMETERY PERPETUAL FUND	\$97	\$0	\$0	\$3,862
INSURANCE RECOVERY FUND	\$0	\$0	\$3,862	\$0
TOTAL	\$339,651	\$294,894	\$304,534	\$315,582

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

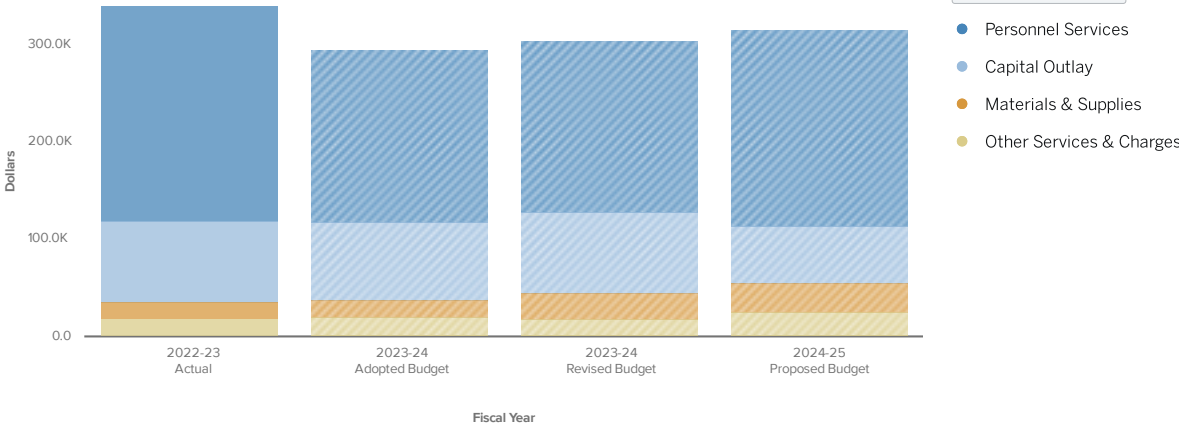
Back History Reset

Broken down by Expenses CEMETERY



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$220,047	\$175,984	\$175,984	\$201,460
Materials & Supplies	\$16,782	\$18,300	\$26,632	\$30,100
Other Services & Charges	\$19,515	\$20,610	\$18,056	\$25,160
Capital Outlay	\$83,307	\$80,000	\$83,862	\$58,862
TOTAL	\$339,651	\$294,894	\$304,534	\$315,582

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$220,047	\$175,984	\$175,984	\$201,460
Materials & Supplies	\$16,782	\$18,300	\$26,632	\$30,100
Other Services & Charges	\$19,418	\$20,610	\$18,056	\$25,160
TOTAL	\$256,247	\$214,894	\$220,672	\$256,720

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$83,307	\$80,000	\$80,000	\$55,000
TOTAL	\$83,307	\$80,000	\$80,000	\$55,000

Cemetery Perpetual Fund

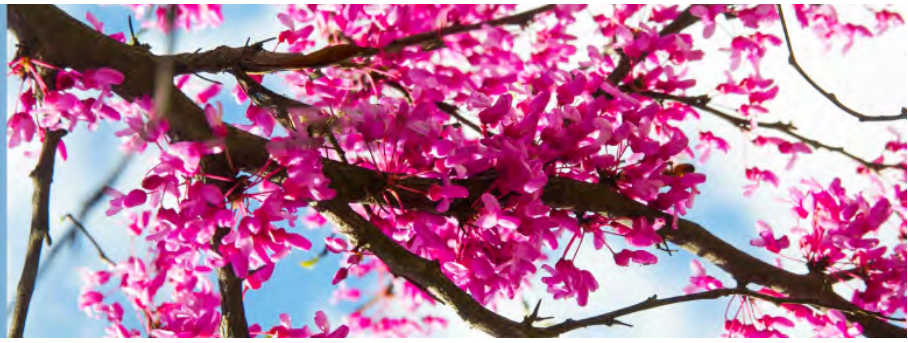
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$0	\$3,862
Other Services & Charges	\$97	\$0	\$0	\$0
TOTAL	\$97	\$0	\$0	\$3,862

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$3,862	\$0
TOTAL	\$0	\$0	\$3,862	\$0

City Attorney

FY 2024-2025 Budget



Division Description

The City Commission appoints the City Attorney to advise the City on all legal matters.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

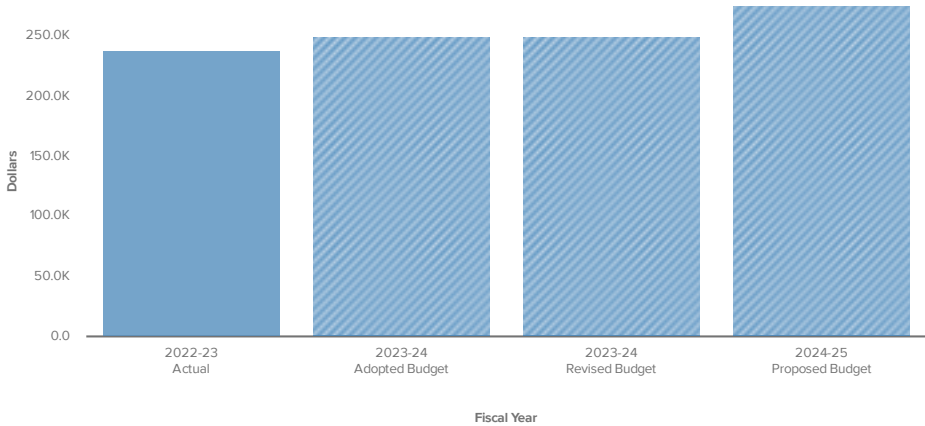
Broken down by Expenses CITY ATTORNEY



Sort Large to Small

Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

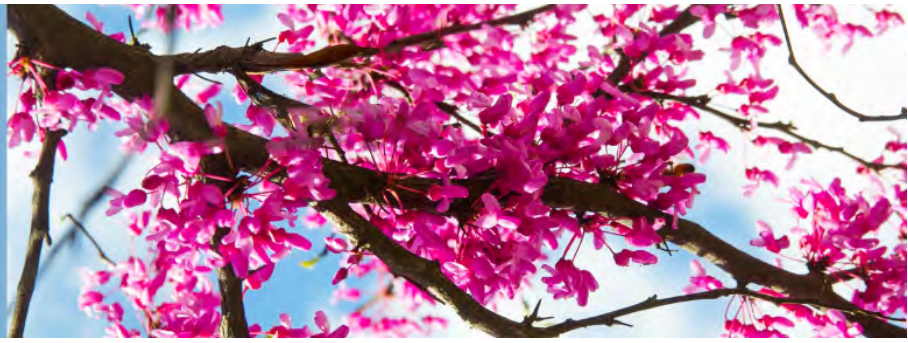
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$238,712	\$250,000	\$250,000	\$275,000
TOTAL	\$238,712	\$250,000	\$250,000	\$275,000

City Clerk

FY 2024-2025 Budget



Division Description

The City Clerk is appointed by the City Manager, is the official custodian of City Records, serves as Clerk to the Board of Commissioners, prepares the agendas and minutes for the Board of Commissioners, Shawnee Airport Authority and Shawnee Municipal Authority, attends all Board of Commissioners meetings and keeps a record of all the proceedings, signs and attests all ordinances or other acts of the Commission.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CITY CLERK	1	1	1
ADMIN ASSIST/DEPUTY CLERK	1	0	0
SR DPTY CITY CLERK	1	1	1
DEPUTY CITY CLERK/EXEC ASST	0	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$335,688	\$415,855	\$415,855	\$433,888
CAPITAL IMPROVEMENT FUND	\$26,985	\$0	\$0	\$0
TOTAL	\$362,673	\$415,855	\$415,855	\$433,888

Expenditure Breakdown by Account Type

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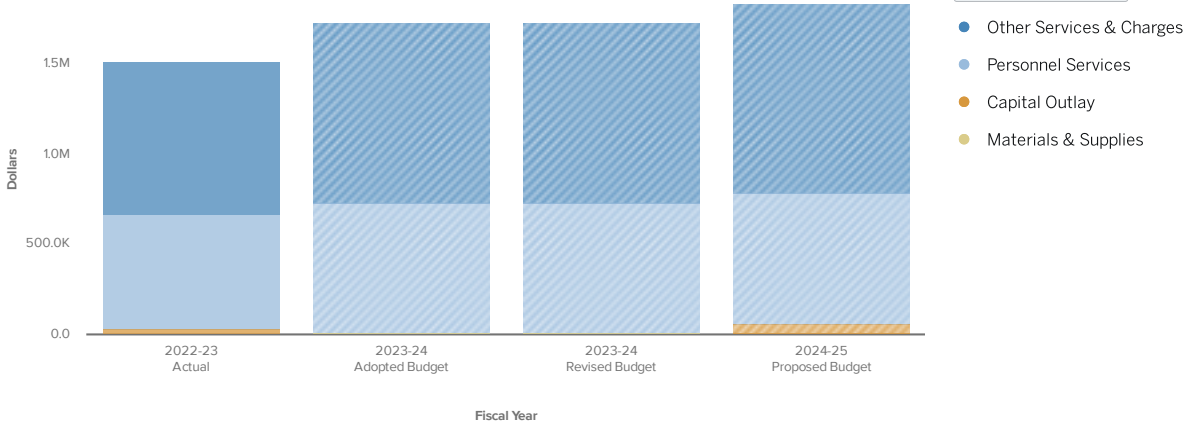
Broken down by

Expenses Departments ...



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$270,165	\$315,123	\$315,123	\$314,455
Other Services & Charges	\$63,685	\$98,132	\$98,235	\$117,133
Capital Outlay	\$26,985	\$0	\$0	\$0
Materials & Supplies	\$1,839	\$2,600	\$2,497	\$2,300
TOTAL	\$362,673	\$415,855	\$415,855	\$433,888

Expenditure Breakdown by Fund and Account Type

General Fund

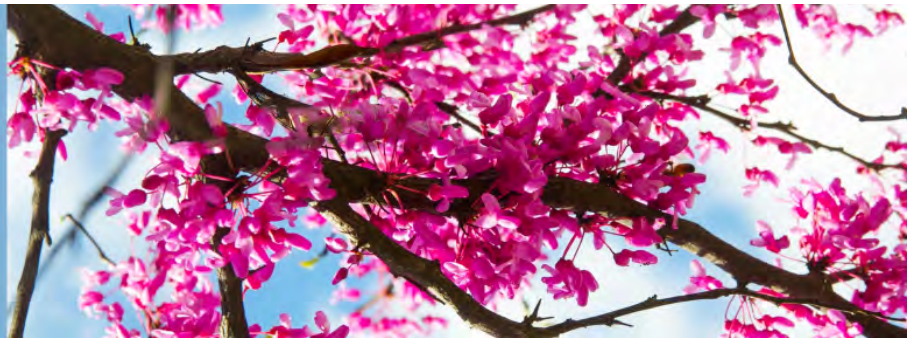
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$270,165	\$315,123	\$315,123	\$314,455
Other Services & Charges	\$63,685	\$98,132	\$98,235	\$117,133
Materials & Supplies	\$1,839	\$2,600	\$2,497	\$2,300
TOTAL	\$335,688	\$415,855	\$415,855	\$433,888

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$26,985	\$0	\$0	\$0
TOTAL	\$26,985	\$0	\$0	\$0

City Manager

FY 2024-2025 Budget



Division Description

The City Commission appoints a City Manager to handle day-to-day operations and to manage the administrative tasks of the City, including the implementation of their legislative directives.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
EXECUTIVE ASSISTANT	1	1	1
PUBLIC INFO OFF	1	1	1
CITY MANAGER	1	1	1
ASSISTANT CITY MANAGER	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663
INSURANCE RECOVERY FUND	\$0	\$0	\$31,408	\$50,000
TOTAL	\$808,453	\$1,935,350	\$1,672,129	\$2,439,663

Expenditure Breakdown by Account Type

Help Share

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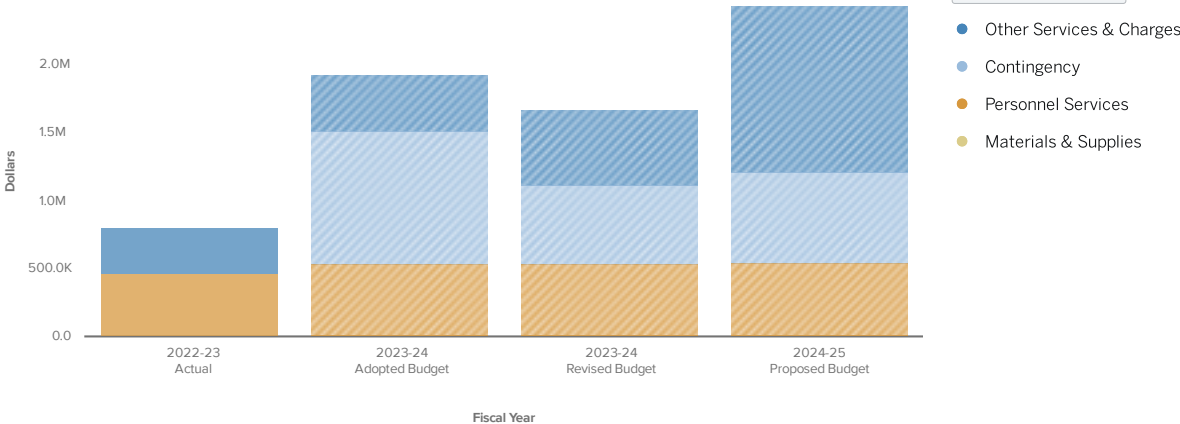
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Broken down by Expenses CITY MANAGER



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$342,399	\$414,714	\$548,864	\$1,217,864
Contingency	\$0	\$982,000	\$584,629	\$680,000
Personnel Services	\$460,413	\$530,736	\$530,736	\$535,099
Materials & Supplies	\$5,641	\$7,900	\$7,900	\$6,700
TOTAL	\$808,453	\$1,935,350	\$1,672,129	\$2,439,663

Expenditure Breakdown by Fund and Account Type

General Fund

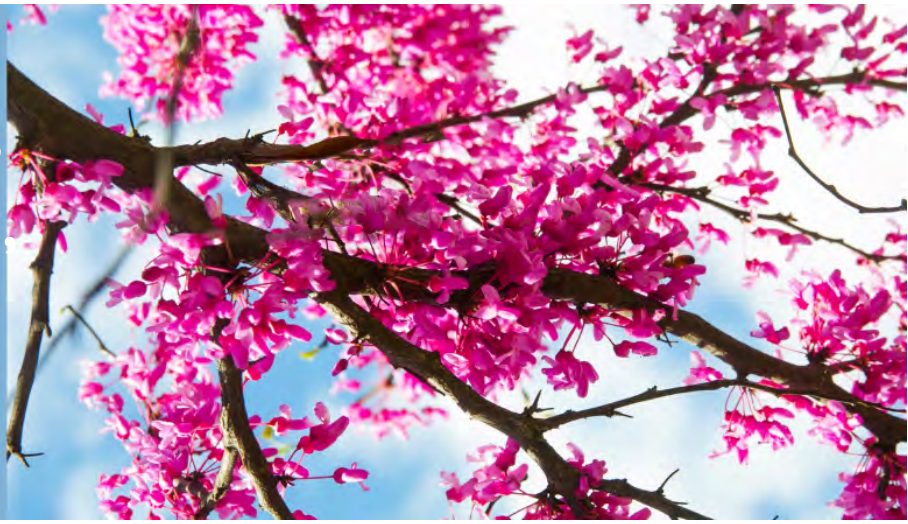
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$982,000	\$553,221	\$630,000
Personnel Services	\$460,413	\$530,736	\$530,736	\$535,099
Materials & Supplies	\$5,641	\$7,900	\$7,900	\$6,700
Other Services & Charges	\$342,399	\$414,714	\$548,864	\$1,217,864
TOTAL	\$808,453	\$1,935,350	\$1,640,721	\$2,389,663

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$0	\$31,408	\$50,000
TOTAL	\$0	\$0	\$31,408	\$50,000

Code Enforcement, Building Inspection and Permits

FY 2024-2025 Budget



Division Description

The Code Enforcement officers administer and enforce all building codes and ordinances adopted by the City. This includes field inspections, plan checking and public information as related to new construction and the responsibility of issuing permits and ensuring safe buildings.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
COM BLDG INSPECTOR	2	1	1
CHIEF CODE OFFICIAL	0	1	1
RES. CONST INSPECTOR	0	1	1
CONST INSP/ENG TECH	1	1	1
CODE ENFORCEMENT	3	2	2
LEAD CODE ENFORCE	0	1	1
PERMIT TECH	1	1	1
FTE	7	8	8

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621
CAPITAL IMPROVEMENT FUND	\$6,164	\$70,000	\$63,662	\$50,000
INSURANCE RECOVERY FUND	\$0	\$0	\$4,399	\$2,268
TOTAL	\$791,128	\$1,071,373	\$1,366,281	\$1,083,889

EXPENDITURE BREAKDOWN BY ACCOUNT TYPE

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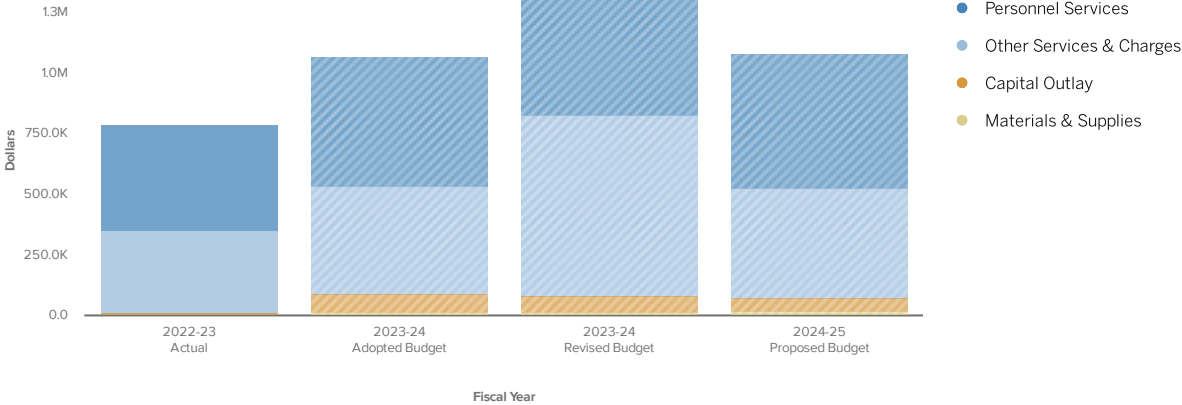
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Broken down by Expenses CODE ENFORCEMENT, INSPEC...



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$439,187	\$534,423	\$537,050	\$553,632
Other Services & Charges	\$340,163	\$448,550	\$747,169	\$458,557
Capital Outlay	\$6,164	\$70,000	\$63,662	\$50,000
Materials & Supplies	\$5,613	\$18,400	\$18,400	\$21,700
TOTAL	\$791,128	\$1,071,373	\$1,366,281	\$1,083,889

Expenditure Breakdown by Fund and Account type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$439,187	\$534,423	\$537,050	\$553,632
Other Services & Charges	\$340,163	\$448,550	\$742,770	\$456,289
Materials & Supplies	\$5,613	\$18,400	\$18,400	\$21,700
TOTAL	\$784,964	\$1,001,373	\$1,298,220	\$1,031,621

Capital Improvement Fund

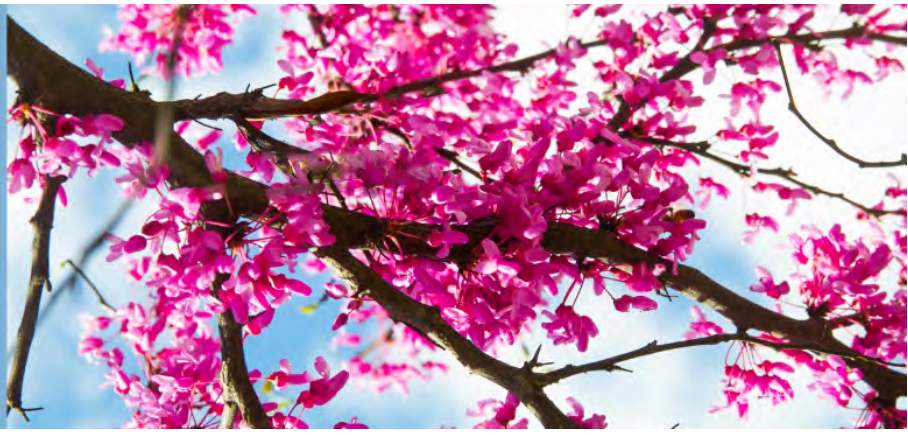
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,164	\$70,000	\$63,662	\$50,000
TOTAL	\$6,164	\$70,000	\$63,662	\$50,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$0	\$4,399	\$2,268
TOTAL	\$0	\$0	\$4,399	\$2,268

Community Development

FY 2024-2025 Budget



Division Description

The mission of the Community Development division is to work toward creating a high quality of life within the community. This consists of processing applications for land development, including environmental assessment, architectural and landscaping review and commercial sign requests.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
HOMELESS PROGRAM COORDINATOR	1	1	1
PLANNER 1	1	1	1
COMMUNITY DEVELOPMENT DIRECTOR	1	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$14,226	\$338,280	\$1,414,054	\$1,075,774
GENERAL FUND	\$472,400	\$414,829	\$668,342	\$605,193
CAPITAL IMPROVEMENT FUND	\$0	\$25,000	\$25,000	\$550,000
GRANT FUND	\$0	\$29,000	\$29,000	\$0
TAX INCREMENT FINANCE FUND	\$13,014	\$0	\$10,304	\$30,000
INSURANCE RECOVERY FUND	\$0	\$0	\$885	\$885
TOTAL	\$499,639	\$807,109	\$2,147,585	\$2,261,852

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

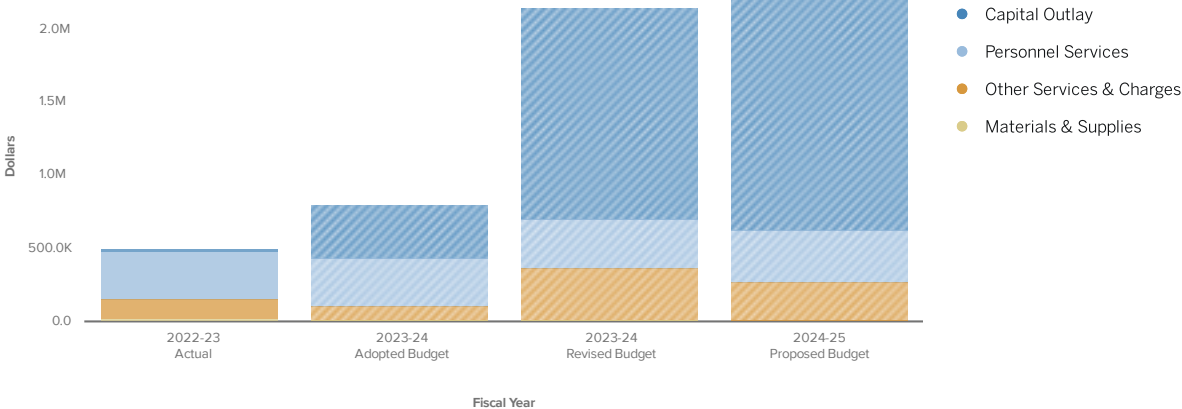
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Broken down by
Expenses COMMUNITY DEVELOPMENT



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$14,226	\$363,280	\$1,439,939	\$1,626,659
Personnel Services	\$329,513	\$338,164	\$339,887	\$365,128
Other Services & Charges	\$131,746	\$90,425	\$352,519	\$263,625
Materials & Supplies	\$24,154	\$15,240	\$15,240	\$6,440
TOTAL	\$499,639	\$807,109	\$2,147,585	\$2,261,852

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$329,513	\$325,164	\$326,887	\$365,128
Other Services & Charges	\$118,732	\$85,425	\$337,215	\$233,625
Materials & Supplies	\$24,154	\$4,240	\$4,240	\$6,440
TOTAL	\$472,400	\$414,829	\$668,342	\$605,193

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$14,226	\$338,280	\$1,414,054	\$1,075,774
TOTAL	\$14,226	\$338,280	\$1,414,054	\$1,075,774

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$25,000	\$25,000	\$550,000
TOTAL	\$0	\$25,000	\$25,000	\$550,000

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$0	\$13,000	\$13,000	\$0
Materials & Supplies	\$0	\$11,000	\$11,000	\$0
Other Services & Charges	\$0	\$5,000	\$5,000	\$0
TOTAL	\$0	\$29,000	\$29,000	\$0

Tax Increment Finance Fund

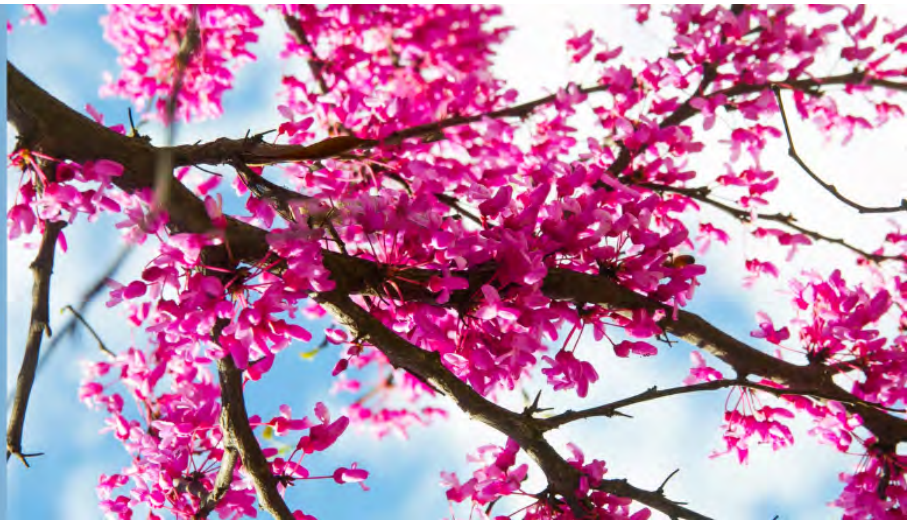
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$13,014	\$0	\$10,304	\$30,000
TOTAL	\$13,014	\$0	\$10,304	\$30,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$885	\$885
TOTAL	\$0	\$0	\$885	\$885

Criminal Investigations Division

FY 2024-2025 Budget



Division Description

The Criminal Investigations division investigates crimes thoroughly and with due diligence to evaluate and prepare criminal cases for appropriate clearance or submission to a prosecutor.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SERGEANT	2	1	1
LIEUTENANT	1	1	1
CORPORAL	8	4	4
FTE	11	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$933,320	\$1,091,917	\$1,116,749	\$734,308
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

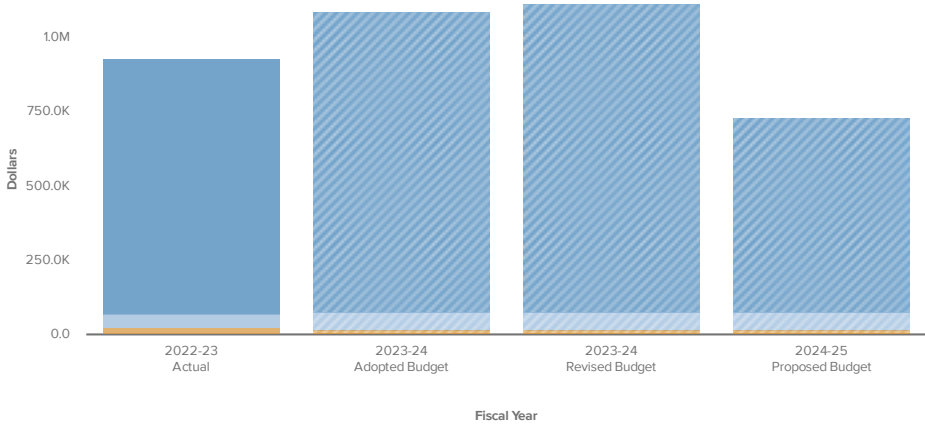
Broken down by Expenses CRIMINAL INVESTIGATIONS DI...



Sort Large to Small

- Personnel Services
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$862,541	\$1,015,650	\$1,040,482	\$656,436
Materials & Supplies	\$23,306	\$18,700	\$18,700	\$18,700
Other Services & Charges	\$47,474	\$57,567	\$57,567	\$59,172
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

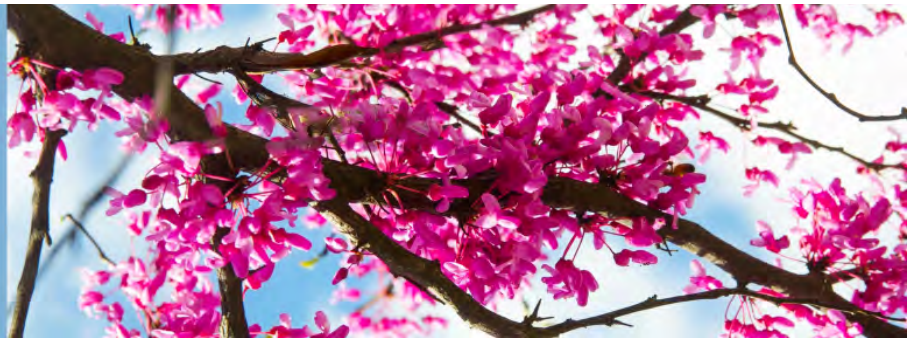
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$862,541	\$1,015,650	\$1,040,482	\$656,436
Other Services & Charges	\$47,474	\$57,567	\$57,567	\$59,172
Materials & Supplies	\$23,306	\$18,700	\$18,700	\$18,700
TOTAL	\$933,320	\$1,091,917	\$1,116,749	\$734,308

Dispatch

FY 2024-2025 Budget



Division Description

The Dispatch division handles all emergencies calls for the city including Police, Fire, and REACT. They offer 24-hour service for the citizens of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
DISPATCH MANAGER	1	0	0
DISPATCHER	9	11	11
DISPATCH SUPV	3	1	1
COMMUNICATIONS MGR	0	1	1
FTE	13	13	13

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$636,864	\$807,837	\$814,733	\$661,352
E-911 FUND	\$285,982	\$276,000	\$276,000	\$413,048
TOTAL	\$922,847	\$1,083,838	\$1,090,734	\$1,074,400

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

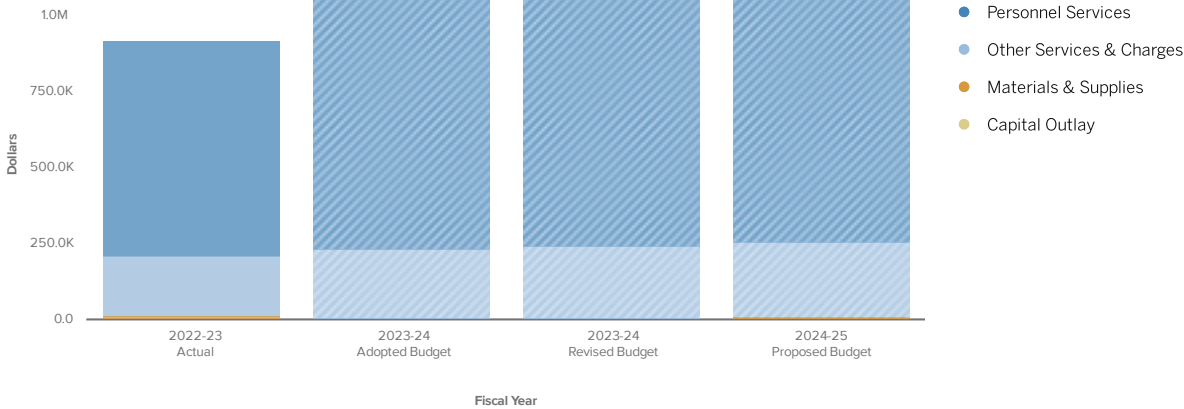
Back History Reset

Broken down by Expenses DISPATCH



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$711,632	\$849,629	\$847,701	\$816,167
Materials & Supplies	\$8,169	\$3,800	\$5,059	\$9,749
Other Services & Charges	\$198,004	\$230,408	\$237,973	\$248,484
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$922,847	\$1,083,838	\$1,090,734	\$1,074,400

Expenditure Breakdown by Fund and Account Type

General Fund

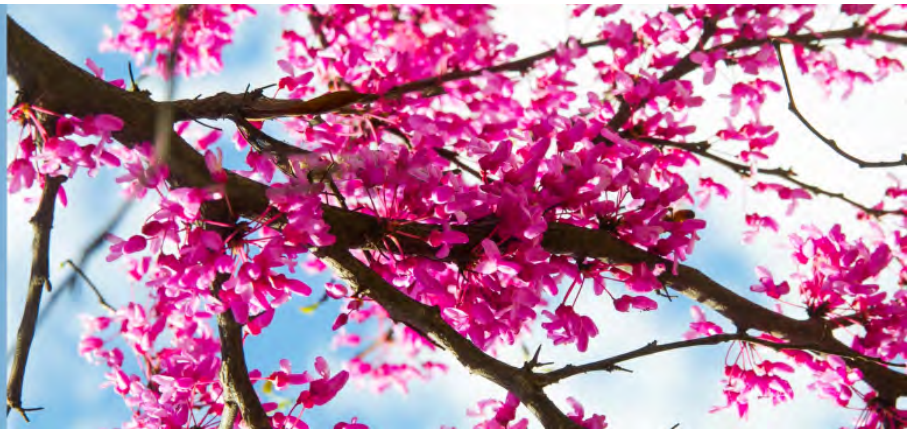
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$619,388	\$780,616	\$786,253	\$628,937
Other Services & Charges	\$15,460	\$23,421	\$23,421	\$23,521
Materials & Supplies	\$2,017	\$3,800	\$5,059	\$8,894
TOTAL	\$636,864	\$807,837	\$814,733	\$661,352

E-911 Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$182,544	\$206,987	\$214,552	\$224,963
Personnel Services	\$92,244	\$69,013	\$61,448	\$187,230
Materials & Supplies	\$6,152	\$0	\$0	\$855
Capital Outlay	\$5,041	\$0	\$0	\$0
TOTAL	\$285,982	\$276,000	\$276,000	\$413,048

Emergency Management

FY 2024-2025 Budget



Division Description

Emergency Management is the managerial function charged with creating the framework within which communities reduce vulnerability to hazards and cope with disasters. This division is responsible for assisting with preparing for and responding to a large-scale emergency.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
EM DIR	1	1	1
EM TECH	0	0.5	0.5
FTE	1	1.5	1.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GRANT FUND	\$4,512,561	\$0	\$3,215,657	\$4,000,000
GENERAL FUND	\$807,336	\$1,813,646	\$1,835,194	\$974,873
CAPITAL IMPROVEMENT FUND	\$46,756	\$36,390	\$36,390	\$48,754
INSURANCE RECOVERY FUND	\$0	\$0	\$19,913	\$16,214
TOTAL	\$5,366,653	\$1,850,036	\$5,107,154	\$5,039,841

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

Back History Reset

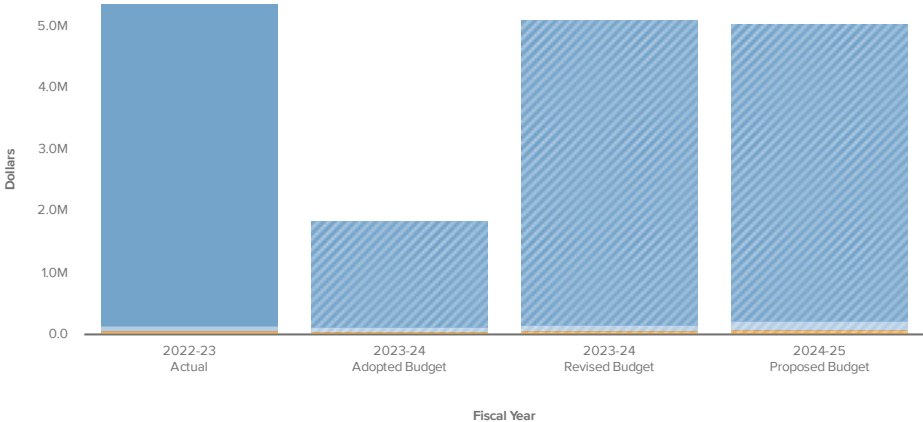
Broken down by

Expenses EMERGENCY MANAGEMENT



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$78,228	\$88,127	\$91,061	\$134,527
Materials & Supplies	\$14,999	\$18,600	\$14,858	\$19,600
Other Services & Charges	\$5,218,984	\$1,706,920	\$4,944,933	\$4,820,746
Capital Outlay	\$54,442	\$36,390	\$56,303	\$64,968
TOTAL	\$5,366,653	\$1,850,036	\$5,107,154	\$5,039,841

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$706,424	\$1,706,920	\$1,729,276	\$820,746
Personnel Services	\$78,228	\$88,127	\$91,061	\$134,527
Materials & Supplies	\$14,999	\$18,600	\$14,858	\$19,600
Capital Outlay	\$7,686	\$0	\$0	\$0
TOTAL	\$807,336	\$1,813,646	\$1,835,194	\$974,873

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$83,307	\$80,000	\$80,000	\$55,000
TOTAL	\$83,307	\$80,000	\$80,000	\$55,000

Grant Fund

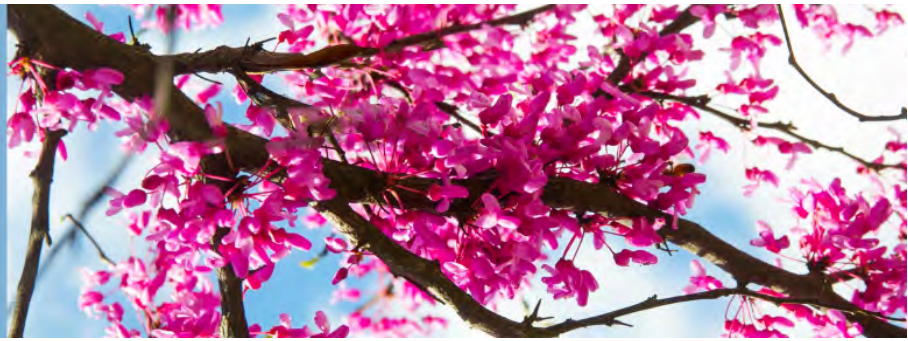
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$4,512,561	\$0	\$3,215,657	\$4,000,000
TOTAL	\$4,512,561	\$0	\$3,215,657	\$4,000,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$19,913	\$16,214
TOTAL	\$0	\$0	\$19,913	\$16,214

Engineering

FY 2024-2025 Budget



Division Description

The Engineering office provides administration and technical review of public and private improvements within the City. The department oversees, plans, and carries out City initiated infrastructure projects, while ensuring private development is done in accordance with adopted standards, codes, and practices. The key function of the department is to ensure public well-being by identifying safety and functional deficiencies in proposed, and existing infrastructure. Using that information, Engineering helps create corrective solutions.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
GIS / ENGINEERING TECH	1	1	1
CITY ENGINEER	1	1	1
ADMIN ASST	1	0	0
EXECUTIVE ASSISTANT	0	1	1
Assistant City Engineer	0	1	1
FTE	3	4	4

Engineering Dept Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
STREET IMPROVEMENT FUND	\$958,823	\$0	\$418,213	\$485,000
2018 CAPITAL IMPROVEMENT FUND	\$1,102,878	\$0	\$638,240	\$0
GENERAL FUND	\$321,333	\$438,738	\$438,738	\$493,570
AMERICAN RESCUE PLAN FUNDS	\$0	\$0	\$600,000	\$0
CAPITAL IMPROVEMENT FUND	\$115,116	\$89,000	\$95,338	\$239,000
INSURANCE RECOVERY FUND	\$0	\$0	\$14,795	\$0
TOTAL	\$2,498,150	\$527,738	\$2,205,324	\$1,217,570

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

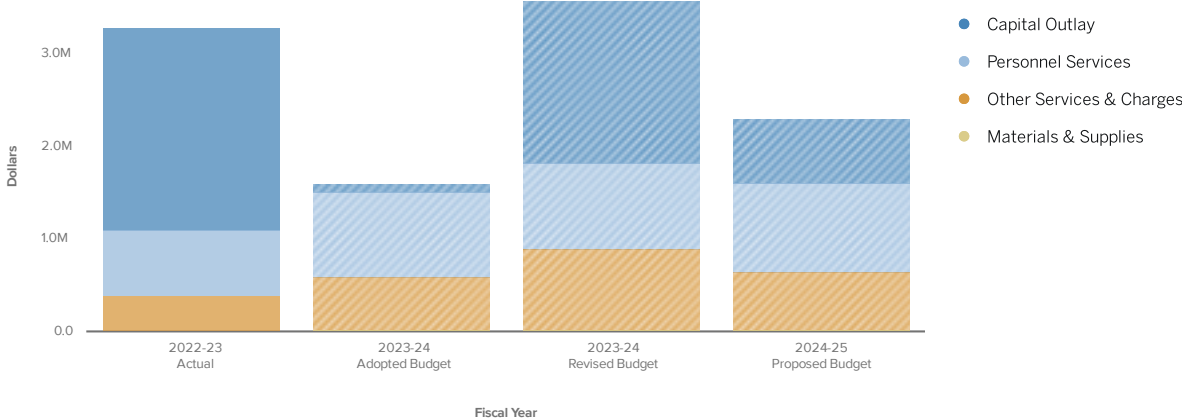
Back History Reset

Broken down by Expenses ENGINEERING



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,176,817	\$9,000	\$1,680,248	\$644,000
Personnel Services	\$272,624	\$393,968	\$393,968	\$407,690
Other Services & Charges	\$44,408	\$119,270	\$125,883	\$160,380
Materials & Supplies	\$4,302	\$5,500	\$5,225	\$5,500
TOTAL	\$2,498,150	\$527,738	\$2,205,324	\$1,217,570

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$711,811	\$928,391	\$931,018	\$961,322
Other Services & Charges	\$384,571	\$487,820	\$782,315	\$536,669
Materials & Supplies	\$9,915	\$23,900	\$23,625	\$27,200
TOTAL	\$1,106,297	\$1,440,111	\$1,736,958	\$1,525,191

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$115,116	\$9,000	\$9,000	\$159,000
Other Services & Charges	\$0	\$80,000	\$86,338	\$80,000
TOTAL	\$115,116	\$89,000	\$95,338	\$239,000

Street Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$958,823	\$0	\$418,213	\$485,000
TOTAL	\$958,823	\$0	\$418,213	\$485,000

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$1,102,878	\$0	\$638,240	\$0
TOTAL	\$1,102,878	\$0	\$638,240	\$0

American Rescue Plan Fund

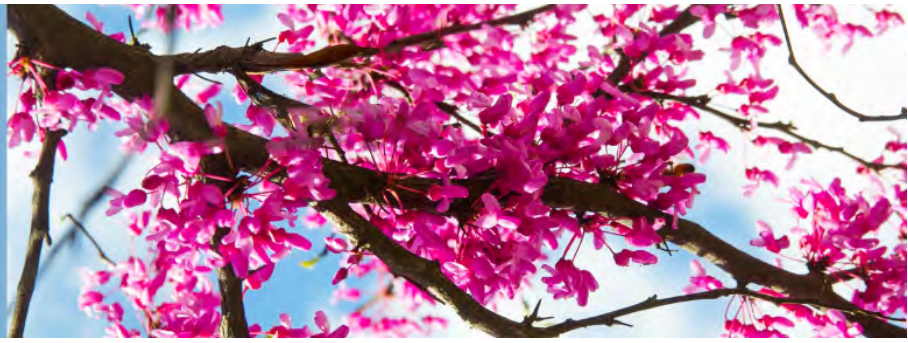
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$600,000	\$0
TOTAL	\$0	\$0	\$600,000	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$14,795	\$0
TOTAL	\$0	\$0	\$14,795	\$0

Finance

FY 2024-2025 Budget



Division Description

The Finance division handles all the financial accountability for the City of Shawnee. Key functions include accounting for expenditures, assets and liabilities and preparing and administering the annual budget. Finance also monitors the annual capital budgeting process and works with auditors in preparing and presenting the annual audit.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
FLOATER	0.5	0.5	0.5
ACCOUNTING CLERK	0.5	0.5	0.5
FIN DIR/TREASURER	1	1	1
FINANCIAL ACCOUNTANT	1	1	1
PAYROLL ADMINISTRATOR	1	1	1
ASSISTANT FINANCE DIRECTOR	1	1	1
ACCOUNTS PAYABLE ADMINISTRATOR	1	0	0
AP TECHNICIAN	0	1	1
FTE	6	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$712,748	\$717,156	\$717,156	\$734,032
CAPITAL IMPROVEMENT FUND	\$0	\$2,000	\$2,000	\$2,000
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Expenditure Breakdown by Account Type

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Updated On 7 May, 2024

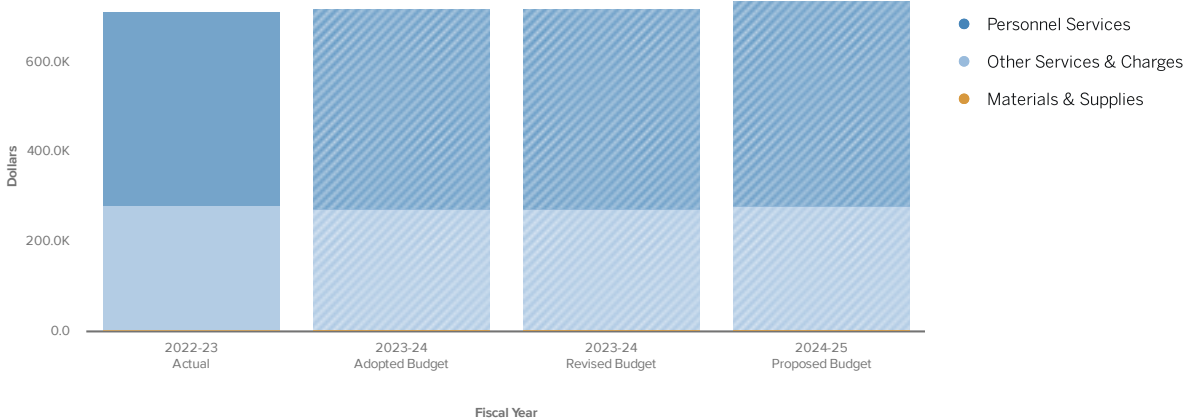
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Broken down by

Expenses FINANCE



Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$429,837	\$445,656	\$445,656	\$454,932
Materials & Supplies	\$4,604	\$3,500	\$4,000	\$4,000
Other Services & Charges	\$278,307	\$270,000	\$269,500	\$277,100
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Expenditure Breakdown by Fund and Account Type

General Fund

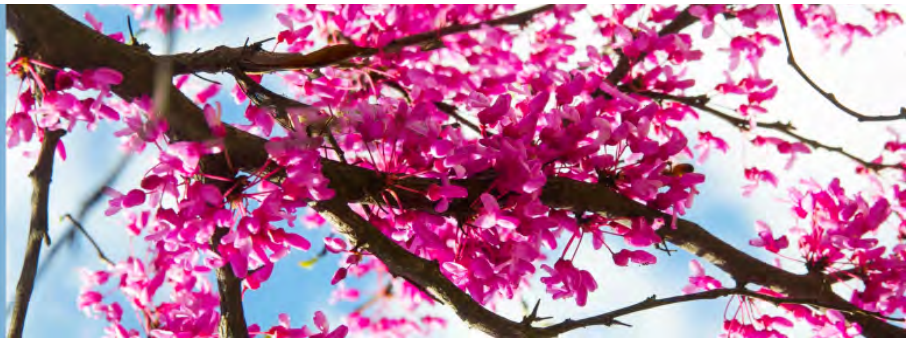
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$429,837	\$445,656	\$445,656	\$454,932
Materials & Supplies	\$4,604	\$3,500	\$4,000	\$4,000
Other Services & Charges	\$278,307	\$270,000	\$269,500	\$277,100
TOTAL	\$712,748	\$719,156	\$719,156	\$736,032

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$2,000	\$2,000	\$2,000
TOTAL	\$0	\$2,000	\$2,000	\$2,000

Fire Administration

FY 2024-2025 Budget



Division Description

The Fire Administration division includes the Fire Chief who leads the Fire Department assisted by the Deputy Fire Chief. The Fire Marshal's office also works out of this division, providing fire inspections, investigations, public education, and plan review for the citizens of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
FIRE CHIEF	1	1	1
FIRE MARSHAL	1	1	1
ADMIN ASST	1	1	1
DPTY FIRE MARSHAL	1	1	1
DPTY FIRE CHIEF	1	1	1
FTE	5	5	5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$795,551	\$765,005	\$759,944	\$817,151
CAPITAL IMPROVEMENT FUND	\$56,366	\$0	\$3,585	\$8,800
TOTAL	\$851,917	\$765,005	\$763,529	\$825,951

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

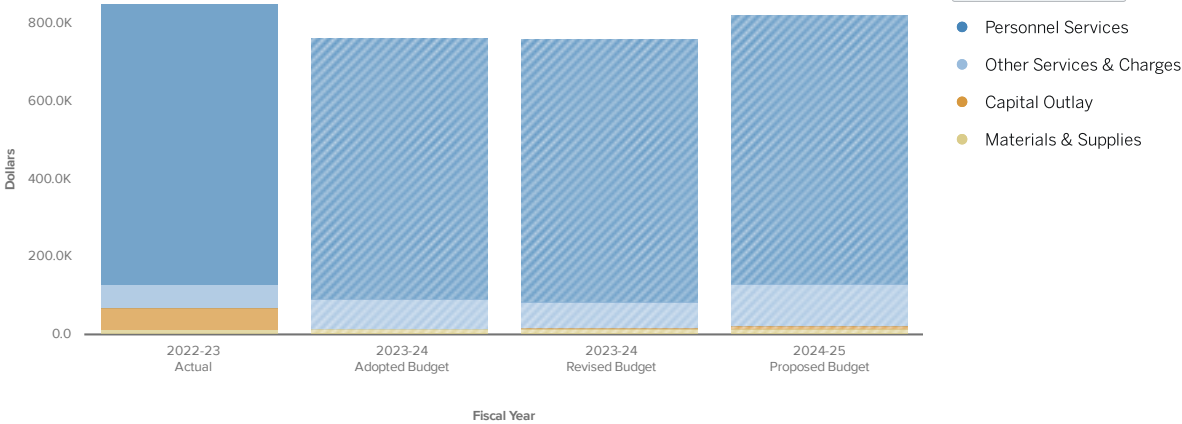
Back History Reset

Broken down by
Expenses FIRE ADMINISTRATION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$720,607	\$670,365	\$679,004	\$695,636
Other Services & Charges	\$60,833	\$79,350	\$65,650	\$106,225
Capital Outlay	\$56,366	\$0	\$3,585	\$8,800
Materials & Supplies	\$14,111	\$15,290	\$15,290	\$15,290
TOTAL	\$851,917	\$765,005	\$763,529	\$825,951

Expenditure Breakdown by Fund and Account Type

General Fund

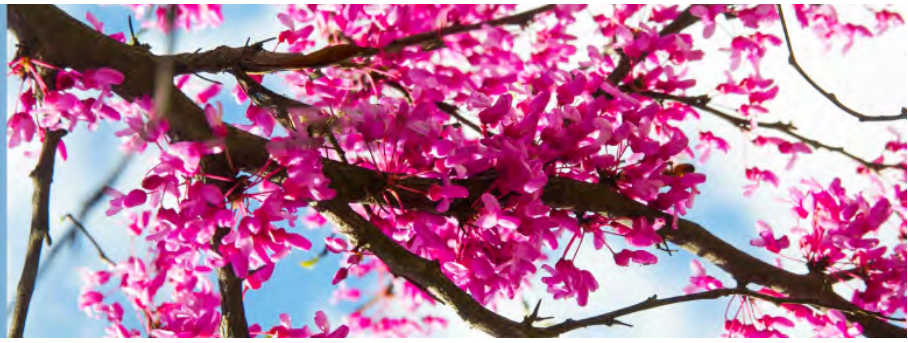
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$720,607	\$670,365	\$679,004	\$695,636
Other Services & Charges	\$60,833	\$79,350	\$65,650	\$106,225
Materials & Supplies	\$14,111	\$15,290	\$15,290	\$15,290
TOTAL	\$795,551	\$765,005	\$759,944	\$817,151

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$56,366	\$0	\$3,585	\$8,800
TOTAL	\$56,366	\$0	\$3,585	\$8,800

Fire Suppression

FY 2024-2025 Budget



Division Description

The Suppression division is responsible for keeping our citizens and visitors safe from fires. Suppression also assists with vehicle accidents and runs side by side with the local emergency medical services, often being the first on scene.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BATTALION CHIEF	3	3	3
CAPTAIN	9	6	6
FIREFIGHTER	10	8	8
CORPORAL-FIRE	6	6	6
MAJOR - FIRE	0	3	3
LIEUTENANT - FIRE	0	9	9
SERGEANT-FIRE	22	16	16
PROB FIREFIGHTER	1	0	0
FTE	51	51	51

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693
2018 CAPITAL IMPROVEMENT FUND	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
CAPITAL IMPROVEMENT FUND	\$206,455	\$708,862	\$774,270	\$1,466,546
GRANT FUND	\$0	\$0	\$111,447	\$0
INSURANCE RECOVERY FUND	\$260	\$0	\$14,916	\$2,085
TOTAL	\$6,468,378	\$8,307,216	\$8,545,108	\$9,448,324

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

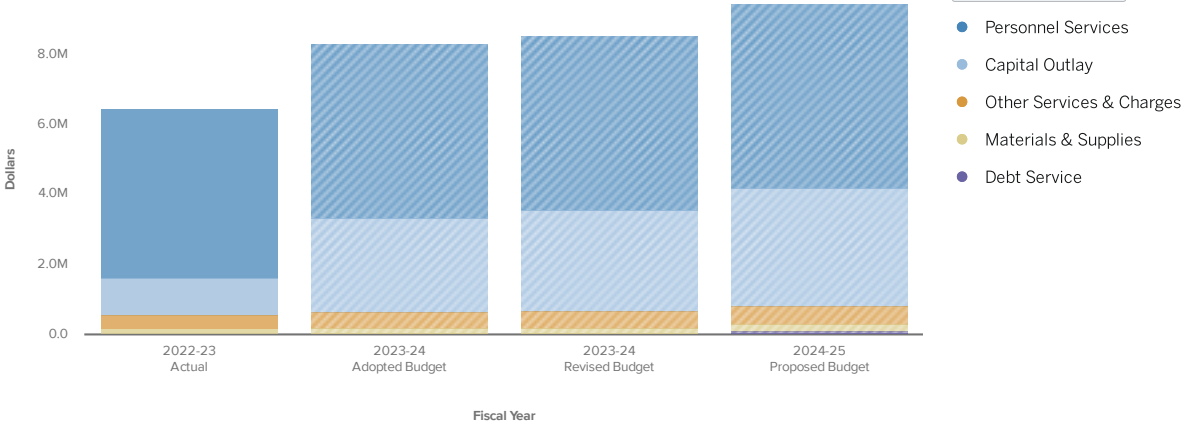
Back History Reset

Broken down by Expenses FIRE SUPPRESSION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$4,837,331	\$4,952,073	\$4,969,494	\$5,265,612
Materials & Supplies	\$179,338	\$201,011	\$201,011	\$215,011
Other Services & Charges	\$385,064	\$445,270	\$473,970	\$494,070
Capital Outlay	\$1,066,645	\$2,708,862	\$2,900,634	\$3,347,631
Debt Service	\$0	\$0	\$0	\$126,000
TOTAL	\$6,468,378	\$8,307,216	\$8,545,108	\$9,448,324

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$4,837,331	\$4,952,073	\$4,969,494	\$5,265,612
Other Services & Charges	\$385,064	\$445,270	\$473,970	\$494,070
Materials & Supplies	\$179,338	\$201,011	\$201,011	\$215,011
TOTAL	\$5,401,733	\$5,598,354	\$5,644,475	\$5,974,693

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$206,455	\$708,862	\$774,270	\$1,340,546
Debt Service	\$0	\$0	\$0	\$126,000
TOTAL	\$206,455	\$708,862	\$774,270	\$1,466,546

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000
TOTAL	\$859,930	\$2,000,000	\$2,000,000	\$2,005,000

Grant Fund

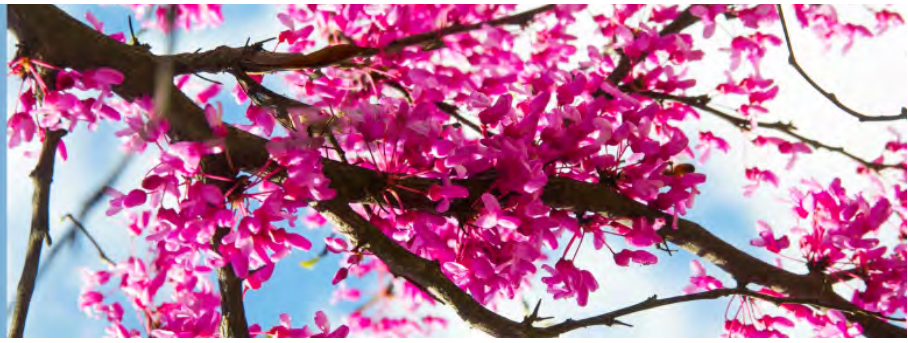
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$111,447	\$0
TOTAL	\$0	\$0	\$111,447	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$260	\$0	\$14,916	\$2,085
TOTAL	\$260	\$0	\$14,916	\$2,085

Fire Training

FY 2024-2025 Budget



Division Description

The Fire Training division is responsible for equipping Shawnee firefighters with the skills necessary to protect our citizens while also staying safe themselves.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAINING OFFICER	1	1	1
FTE	1	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$274,377	\$394,043	\$390,543	\$251,423
CAPITAL IMPROVEMENT FUND	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$285,581	\$407,543	\$404,043	\$274,923

Expenditure Breakdown by Account Type

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Updated On 7 May, 2024

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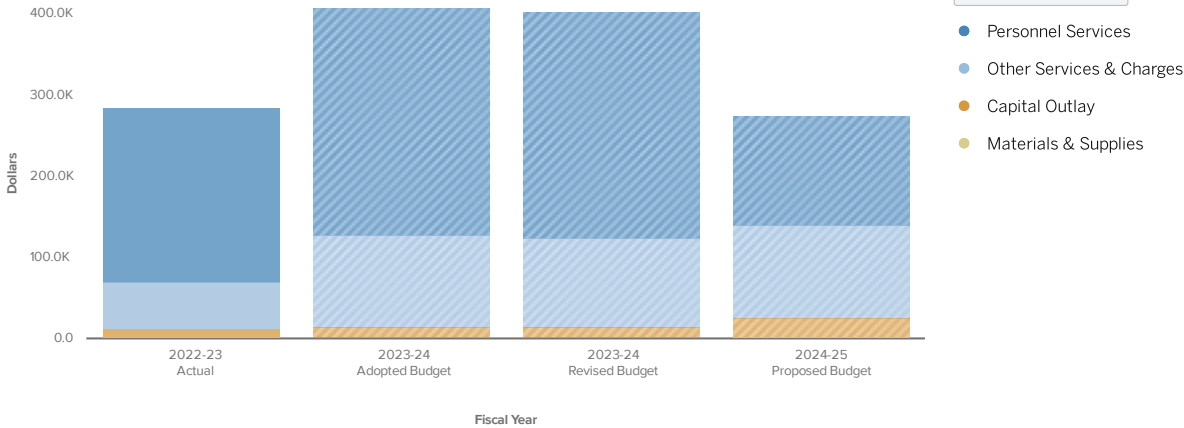
Broken down by

Expenses FIRE TRAINING



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$215,192	\$279,700	\$279,700	\$134,080
Materials & Supplies	\$2,153	\$1,900	\$1,900	\$2,150
Other Services & Charges	\$57,032	\$112,443	\$108,943	\$115,193
Capital Outlay	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$285,581	\$407,543	\$404,043	\$274,923

Expenditure Breakdown by Fund and Account Type

General Fund

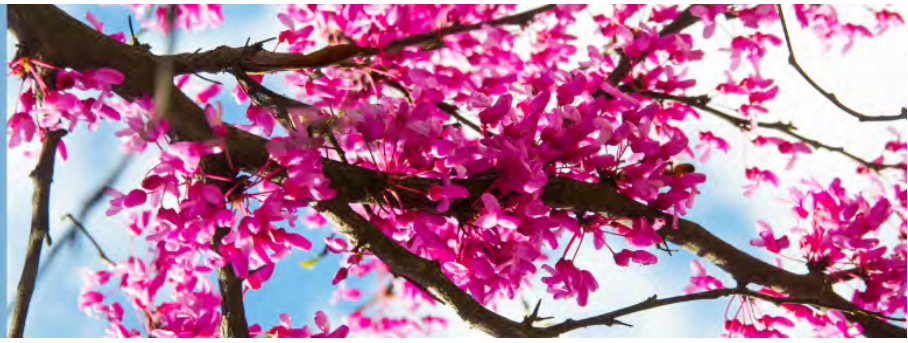
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$215,192	\$279,700	\$279,700	\$134,080
Other Services & Charges	\$57,032	\$112,443	\$108,943	\$115,193
Materials & Supplies	\$2,153	\$1,900	\$1,900	\$2,150
TOTAL	\$274,377	\$394,043	\$390,543	\$251,423

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$11,204	\$13,500	\$13,500	\$23,500
TOTAL	\$11,204	\$13,500	\$13,500	\$23,500

Human Resources

FY 2024-2025 Budget



Division Description

Human Resources handles recruitment and staffing, organizational and employee development, compensation and benefits, human resource management, labor relations, and equal employment opportunities.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
HR DIRECTOR	1	1	1
HR ASST	2	1	1
ASST HR DIRECTOR	0	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$516,758	\$476,833	\$477,671	\$494,059
CAPITAL IMPROVEMENT FUND	\$3,045	\$0	\$0	\$0
TOTAL	\$519,803	\$476,833	\$477,671	\$494,059

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

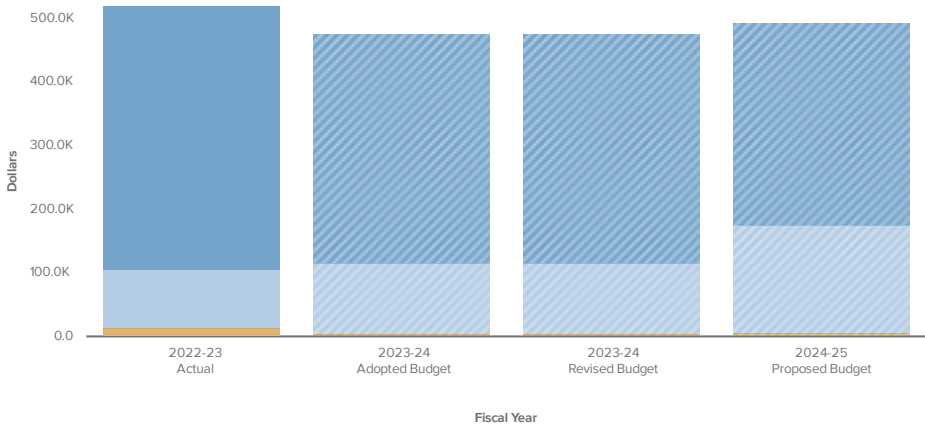
Broken down by Expenses HUMAN RESOURCES



Sort Large to Small

- Personnel Services
- Other Services & Charges
- Materials & Supplies
- Capital Outlay

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$413,896	\$360,470	\$361,308	\$317,845
Materials & Supplies	\$12,201	\$5,260	\$5,260	\$6,800
Other Services & Charges	\$90,662	\$111,103	\$111,103	\$169,414
Capital Outlay	\$3,045	\$0	\$0	\$0
TOTAL	\$519,803	\$476,833	\$477,671	\$494,059

Expenditure Breakdown by Fund and Account Type

General Fund

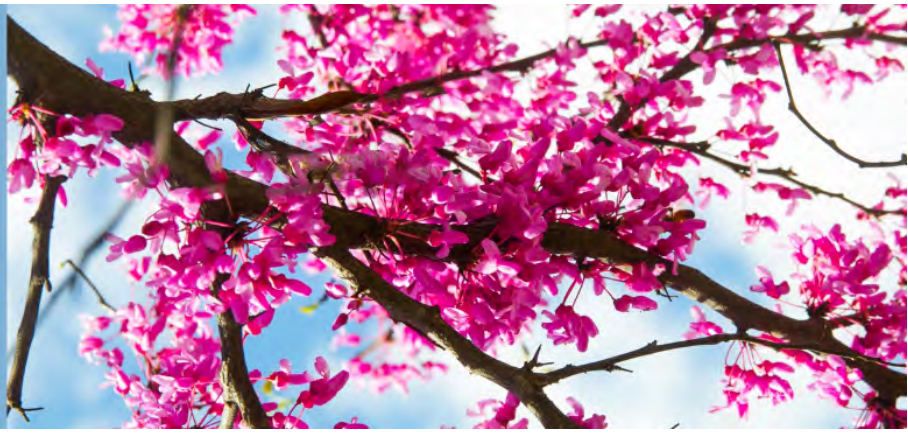
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$413,896	\$360,470	\$361,308	\$317,845
Other Services & Charges	\$90,662	\$111,103	\$111,103	\$169,414
Materials & Supplies	\$12,201	\$5,260	\$5,260	\$6,800
TOTAL	\$516,758	\$476,833	\$477,671	\$494,059

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$3,045	\$0	\$0	\$0
TOTAL	\$3,045	\$0	\$0	\$0

Information Technology

FY 2024-2025 Budget



Division Description

The Information Technology division oversees the operation, maintenance, deployment, and utilization of all City of Shawnee computers, technical and peripheral equipment, software, web sites, embedded systems, and many other aspects of technology use within the City.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
COMPUTER TECHNICIAN	1	0	0
CHIEF INFO OFFICER	1	1	1
INFO TECH MGR	1	1	1
HELP DESK SPECLIST	1	1	1
TECHNOLOGY SUP SPEC	0	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$570,199	\$595,740	\$595,740	\$652,627
CAPITAL IMPROVEMENT FUND	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$775,300	\$817,440	\$817,440	\$1,004,977

Expenditure Breakdown by Account Type

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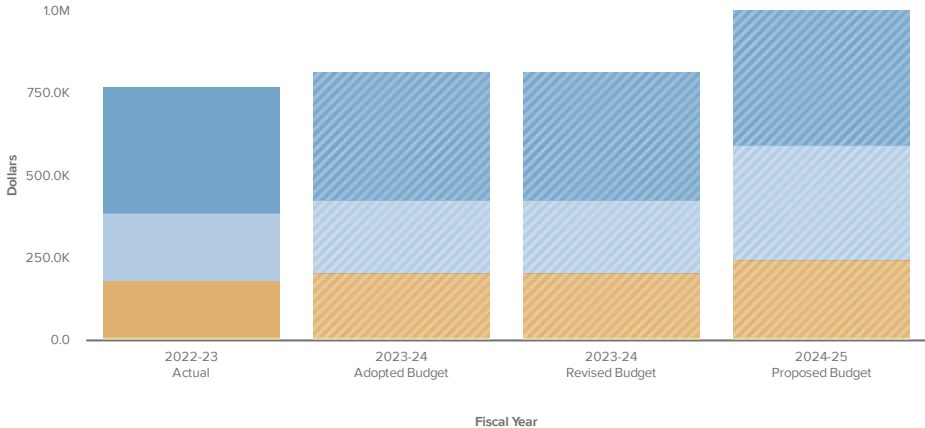
Broken down by

Expenses INFORMATION TECHNOLOGY



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$387,745	\$388,970	\$388,970	\$407,357
Materials & Supplies	\$12,218	\$12,600	\$12,600	\$12,600
Other Services & Charges	\$170,236	\$194,170	\$194,170	\$232,670
Capital Outlay	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$775,300	\$817,440	\$817,440	\$1,004,977

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$387,745	\$388,970	\$388,970	\$407,357
Other Services & Charges	\$170,236	\$194,170	\$194,170	\$232,670
Materials & Supplies	\$12,218	\$12,600	\$12,600	\$12,600
TOTAL	\$570,199	\$595,740	\$595,740	\$652,627

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$205,101	\$221,700	\$221,700	\$352,350
TOTAL	\$205,101	\$221,700	\$221,700	\$352,350

Library

FY 2024-2025 Budget

Division Description

The City of Shawnee is responsible for the maintenance and upkeep of the public library, making it accessible to all citizens.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$0	\$147,500	\$147,500	\$150,000
LIBRARY FUND	\$90,689	\$83,576	\$83,576	\$93,376
TOTAL	\$90,689	\$231,076	\$231,076	\$243,376

Expenditure Breakdown by Account Type

Help Share

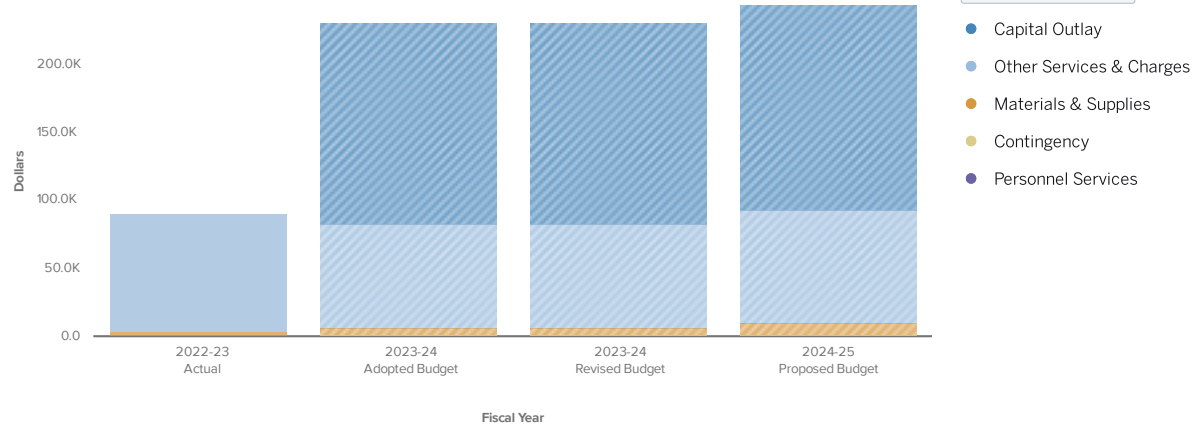
Updated On 7 May, 2024

Back History Reset

Broken down by

Expenses LIBRARY

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
Capital Outlay	\$0	\$147,500	\$147,500	\$150,000
TOTAL	\$90,689	\$231,076	\$231,076	\$243,376

Expenditure Breakdown by Fund and Account Type

2018 Capital Improvement Fund

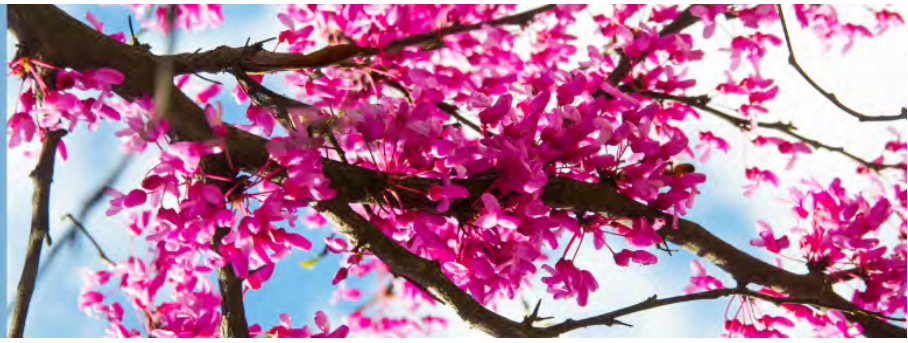
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$147,500	\$147,500	\$150,000
TOTAL	\$0	\$147,500	\$147,500	\$150,000

Library Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$86,725	\$77,826	\$77,826	\$83,626
Materials & Supplies	\$3,619	\$4,100	\$4,100	\$8,100
Contingency	\$0	\$1,650	\$1,650	\$1,650
Personnel Services	\$345	\$0	\$0	\$0
TOTAL	\$90,689	\$83,576	\$83,576	\$93,376

Municipal Court

FY 2024-2025 Budget



Division Description

The Municipal Court hears cases regarding the violation of municipal code, collects fines and fees, and works with the community to offer community service for offenders.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
JUV PROSECUTOR	1	1	1
COURT RECORD CLERK	2	2	2
COURT CLERK	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$406,911	\$488,228	\$489,241	\$483,278
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

Expenditure Breakdown By Account Type

Updated On 7 May, 2024

Back History Reset

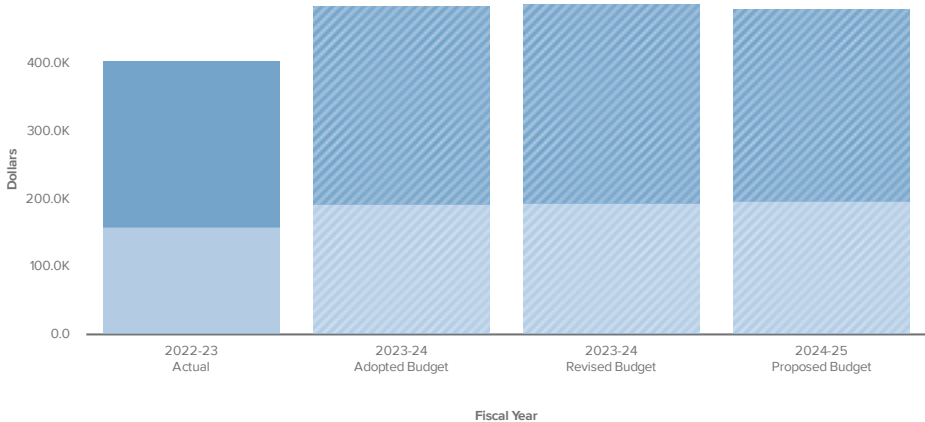
Broken down by Expenses MUNICIPAL COURT



Sort Large to Small

- Other Services & Charges
- Personnel Services
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$247,124	\$294,110	\$294,110	\$284,694
Personnel Services	\$158,753	\$192,618	\$193,631	\$197,084
Materials & Supplies	\$1,034	\$1,500	\$1,500	\$1,500
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

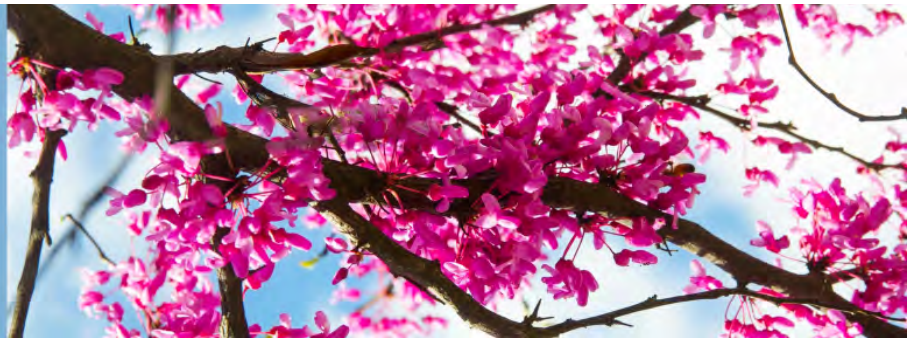
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$247,124	\$294,110	\$294,110	\$284,694
Personnel Services	\$158,753	\$192,618	\$193,631	\$197,084
Materials & Supplies	\$1,034	\$1,500	\$1,500	\$1,500
TOTAL	\$406,911	\$488,228	\$489,241	\$483,278

Parks

FY 2024-2025 Budget



Division Description

The City of Shawnee has a park system that consists of 36 parks and over 600 acres of green space, including the Shawnee Twin Lakes. Our parks range in size and landscape, green spaces are expanding for open play.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CREW LEADER	1	1	1
PARKS MAINT 1 - Gate Attendant	1	0	0
PARKS MAINT 1	11	6	6
PARKS MAINT 2	1	6	6
PARKS MAINTENANCE WORKER 1 - PT	0	1	1
FTE	14	14	14

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$6,260,637	\$0	\$1,620,072	\$0
GENERAL FUND	\$919,861	\$995,673	\$1,050,270	\$1,293,103
CAPITAL IMPROVEMENT FUND	\$562,264	\$630,500	\$919,969	\$656,250
INSURANCE RECOVERY FUND	\$0	\$0	\$116,512	\$116,512
TOTAL	\$7,742,763	\$1,626,173	\$3,706,823	\$2,065,865

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

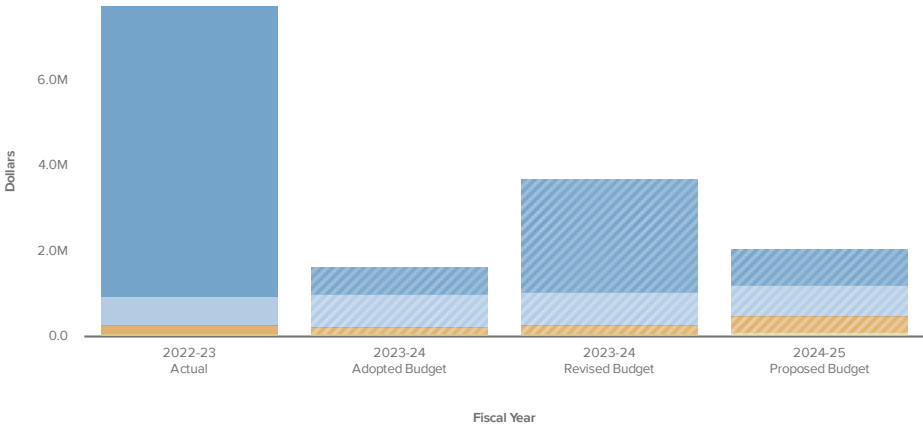
Broken down by Expenses PARKS



Sort Large to Small

- Capital Outlay
- Personnel Services
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$657,581	\$741,913	\$746,280	\$721,873
Materials & Supplies	\$69,249	\$62,300	\$73,358	\$112,000
Other Services & Charges	\$226,822	\$191,460	\$230,632	\$382,980
Capital Outlay	\$6,789,110	\$630,500	\$2,656,553	\$849,012
TOTAL	\$7,742,763	\$1,626,173	\$3,706,823	\$2,065,865

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$657,581	\$741,913	\$746,280	\$721,873
Other Services & Charges	\$178,577	\$191,460	\$230,632	\$382,980
Materials & Supplies	\$69,249	\$62,300	\$73,358	\$112,000
Capital Outlay	\$14,454	\$0	\$0	\$76,250
TOTAL	\$919,861	\$995,673	\$1,050,270	\$1,293,103

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$562,264	\$630,500	\$919,969	\$656,250
TOTAL	\$562,264	\$630,500	\$919,969	\$656,250

2018 Capital Improvement Fund

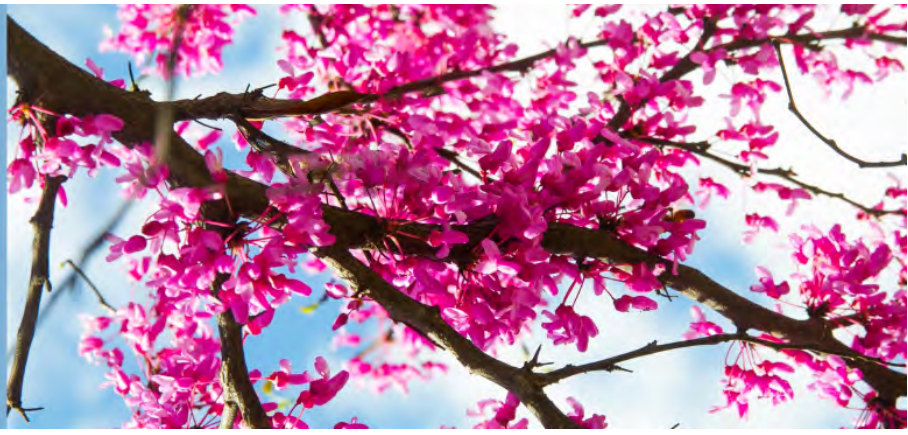
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,212,392	\$0	\$1,620,072	\$0
Other Services & Charges	\$48,245	\$0	\$0	\$0
TOTAL	\$6,260,637	\$0	\$1,620,072	\$0

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$116,512	\$116,512
TOTAL	\$0	\$0	\$116,512	\$116,512

Police Administration

FY 2024-2025 Budget



Division Description

The Police Administration division includes the office of the Police Chief and Deputy Police Chief, and Police Records.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
BLDG MAINT MGR	0.5	0.5	0.5
POLICE CHIEF	1	1	1
ADMIN ASST	1	1	1
CRIME ANALYST / EVIDENCE CLERK	0.5	0.5	0.5
DPTY CHIEF/ MAJOR	1	1	1
POLICE REC CLERK 2	1	1	1
POLICE REC SUPV	1	1	1
RADIO/FLEET TECH	0	0.5	0.5
FTE	6	6.5	6.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$623,410	\$669,000	\$671,072	\$674,389
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

Expenditure Breakdown by Account Type

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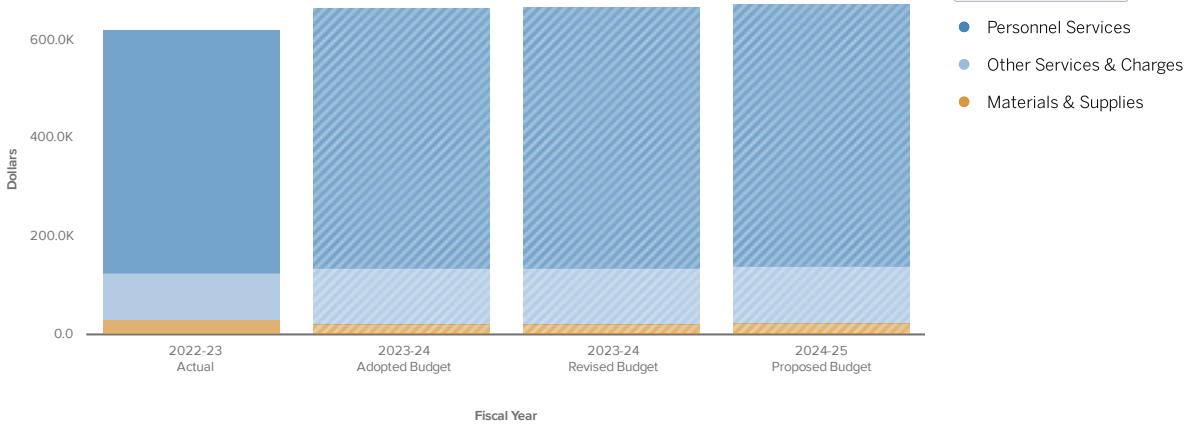
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Broken down by

Expenses POLICE ADMINISTRATION



Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$495,525	\$533,015	\$534,939	\$533,524
Materials & Supplies	\$32,771	\$22,950	\$23,056	\$24,630
Other Services & Charges	\$95,113	\$113,035	\$113,077	\$116,235
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

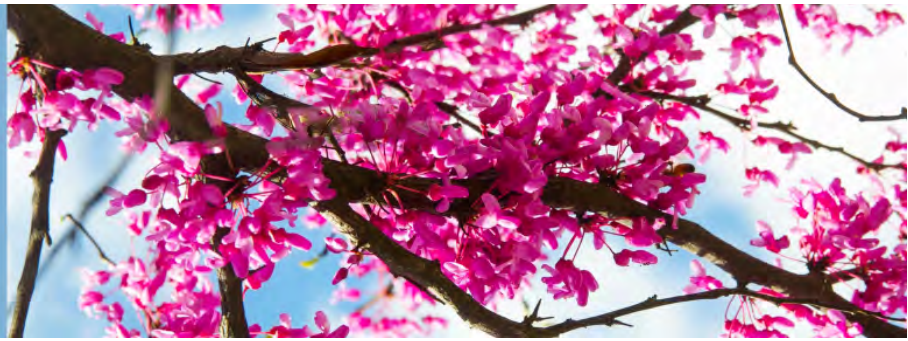
Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$495,525	\$533,015	\$534,939	\$533,524
Other Services & Charges	\$95,113	\$113,035	\$113,077	\$116,235
Materials & Supplies	\$32,771	\$22,950	\$23,056	\$24,630
TOTAL	\$623,410	\$669,000	\$671,072	\$674,389

Police Patrol

FY 2024-2025 Budget



Division Description

The Police Patrol division includes patrol officers responsible for the 24-hour response to emergency calls, non-emergency calls, proactive patrols, and community oriented policing as well as those officers who are assigned to task forces addressing specific needs of the community.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CAPTAIN	2	2	2
POLICE OFFICER	27	27	27
SERGEANT	9	11	11
LIEUTENANT	4	4	4
CORPORAL	19	24	24
FTE	61	68	68

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341
CAPITAL IMPROVEMENT FUND	\$257,427	\$404,671	\$440,869	\$621,390
GRANT FUND	\$93,131	\$273,500	\$295,060	\$215,000
INSURANCE RECOVERY FUND	\$925	\$0	\$154,777	\$153,853
2018 CAPITAL IMPROVEMENT FUND	\$2,180	\$0	\$0	\$0
TOTAL	\$7,268,459	\$7,386,401	\$7,758,473	\$8,567,584

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

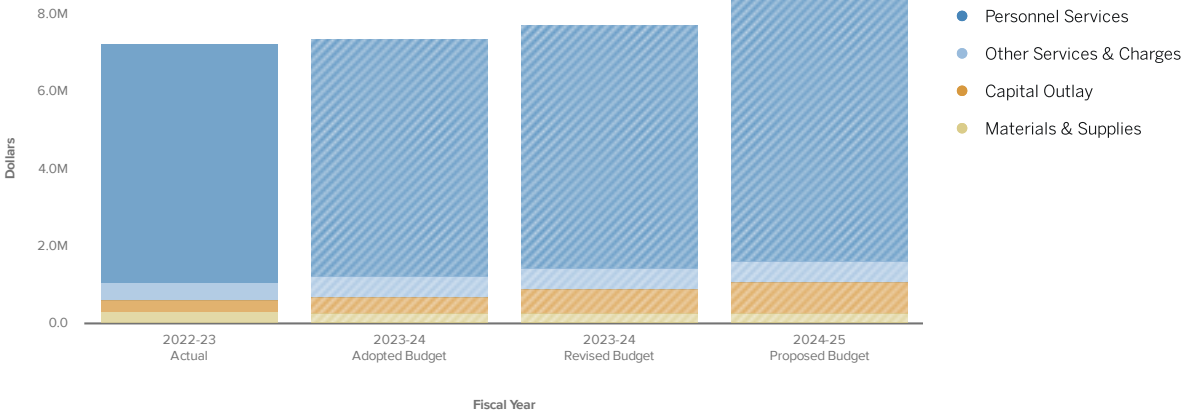
Back History Reset

Broken down by
Expenses POLICE PATROL



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$6,198,035	\$6,143,142	\$6,294,173	\$6,924,926
Other Services & Charges	\$456,565	\$536,702	\$546,751	\$560,529
Capital Outlay	\$280,654	\$404,671	\$617,206	\$775,243
Materials & Supplies	\$333,204	\$301,886	\$300,343	\$306,886
TOTAL	\$7,268,459	\$7,386,401	\$7,758,473	\$8,567,584

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$6,170,927	\$6,003,142	\$6,164,086	\$6,824,926
Other Services & Charges	\$412,572	\$423,202	\$423,338	\$465,529
Materials & Supplies	\$311,174	\$281,886	\$280,343	\$286,886
Capital Outlay	\$20,123	\$0	\$0	\$0
TOTAL	\$6,914,796	\$6,708,230	\$6,867,767	\$7,577,341

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$257,427	\$404,671	\$440,869	\$621,390
TOTAL	\$257,427	\$404,671	\$440,869	\$621,390

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,180	\$0	\$0	\$0
TOTAL	\$2,180	\$0	\$0	\$0

Grant Fund

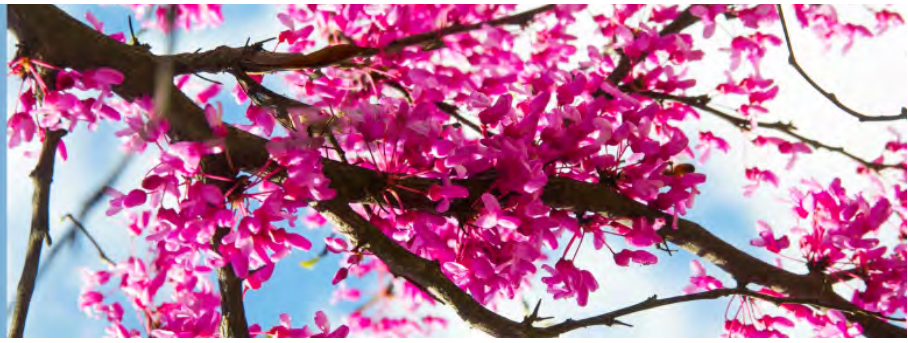
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$27,108	\$140,000	\$130,087	\$100,000
Other Services & Charges	\$43,993	\$113,500	\$123,413	\$95,000
Materials & Supplies	\$22,030	\$20,000	\$20,000	\$20,000
Capital Outlay	\$0	\$0	\$21,560	\$0
TOTAL	\$93,131	\$273,500	\$295,060	\$215,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$925	\$0	\$154,777	\$153,853
TOTAL	\$925	\$0	\$154,777	\$153,853

Recreation

FY 2024-2025 Budget



Division Description

The Recreation Division manages the operation of the Senior Recreation Center and Community Center. Alongside facility management, this division provides programming in not only the facilities, but throughout the park system. These opportunities include Senior Programming as well as Youth and Family events.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
RECREATION AIDE	2.5	2.5	2.5
REC FACILITY SUPV	1	1	1
Special Events and Volunteer Supervisor	0	1	1
PARKS & RECS MANAGER	0	1	1
ADMIN ASST	0	1	1
FTE	3.5	6.5	6.5

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
2018 CAPITAL IMPROVEMENT FUND	\$47,112	\$1,135,000	\$1,135,000	\$0
GENERAL FUND	\$203,434	\$481,219	\$493,149	\$532,991
GRANT FUND	\$0	\$16,000	\$16,000	\$21,500
TOTAL	\$250,546	\$1,632,219	\$1,644,149	\$554,491

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

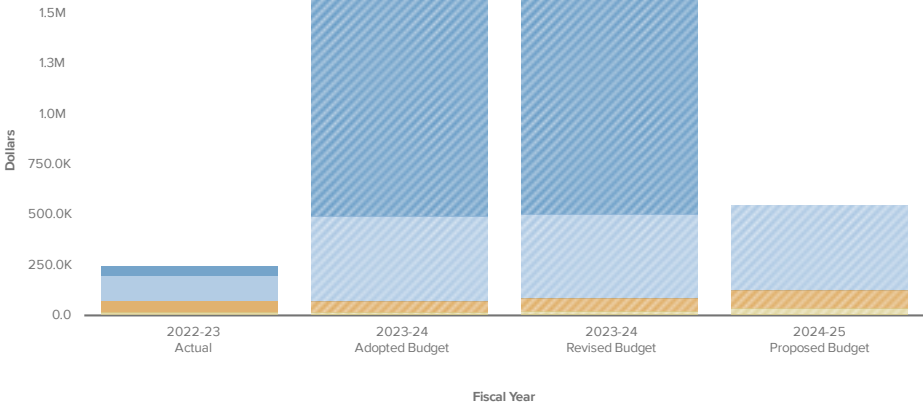
Broken down by Expenses MUNICIPAL AUDITORIUM



Sort Large to Small

- Capital Outlay
- Personnel Services
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$125,645	\$422,626	\$421,976	\$427,448
Materials & Supplies	\$19,299	\$22,350	\$26,900	\$40,400
Other Services & Charges	\$58,490	\$52,243	\$60,273	\$86,643
Capital Outlay	\$47,112	\$1,135,000	\$1,135,000	\$0
TOTAL	\$250,546	\$1,632,219	\$1,644,149	\$554,491

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$125,645	\$406,626	\$406,626	\$409,948
Other Services & Charges	\$58,490	\$52,243	\$59,623	\$86,643
Materials & Supplies	\$19,299	\$22,350	\$26,900	\$36,400
TOTAL	\$203,434	\$481,219	\$493,149	\$532,991

2018 Capital Improvement Fund

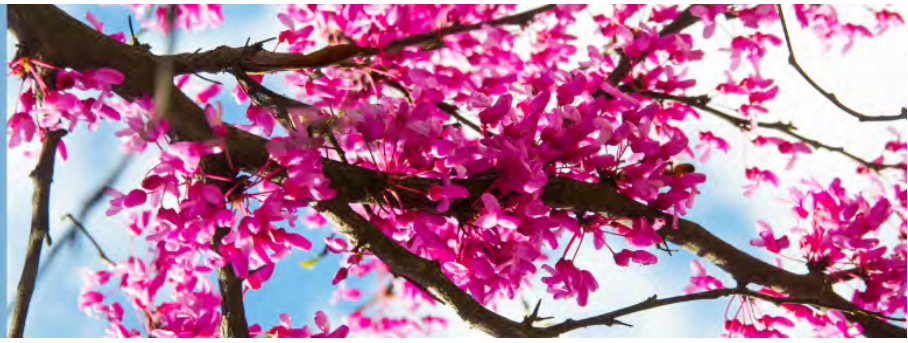
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$47,112	\$1,135,000	\$1,135,000	\$0
TOTAL	\$47,112	\$1,135,000	\$1,135,000	\$0

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$0	\$16,000	\$15,350	\$17,500
Materials & Supplies	\$0	\$0	\$0	\$4,000
Other Services & Charges	\$0	\$0	\$650	\$0
TOTAL	\$0	\$16,000	\$16,000	\$21,500

Shawnee Splash

FY 2024-2025 Budget



Division Description

The Shawnee Splash division consists of a outdoor complex featuring a shallow play area, regulation pool area, spray ground area, diving area, climbing wall, slides, restrooms, showers & dressing areas, concession with covered deck, 1m & 3m diving boards, basketball goal, floatables, bench with sunshades and much more.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
RECREATION MANAGER	1	0	0
Aquatics Supervisor	1	1	1
FTE	2	1	1

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AQUATIC CENTER	\$493,725	\$385,948	\$388,352	\$487,497
INSURANCE RECOVERY FUND	\$0	\$0	\$75,519	\$71,393
CAPITAL IMPROVEMENT FUND	\$2,393	\$3,000	\$3,000	\$17,500
TOTAL	\$496,118	\$388,948	\$466,871	\$576,390

Expenditure Breakdown by Account Type

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Updated On 7 May, 2024

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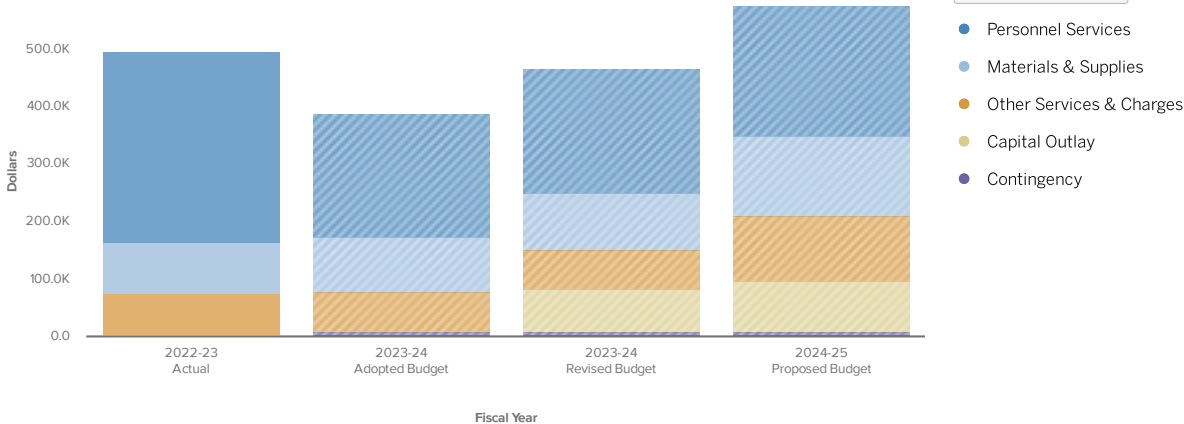
Broken down by

Expenses ▾ POOL



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$8,500	\$8,500	\$8,500
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$69,936	\$113,217
Capital Outlay	\$2,393	\$3,000	\$74,392	\$88,893
TOTAL	\$496,118	\$388,948	\$466,871	\$576,390

Expenditure Breakdown by Fund and Account Type

Aquatic Center Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$330,976	\$215,631	\$215,631	\$226,930
Materials & Supplies	\$88,497	\$94,600	\$98,411	\$138,850
Other Services & Charges	\$74,252	\$67,216	\$65,809	\$113,217
Contingency	\$0	\$8,500	\$8,500	\$8,500
TOTAL	\$493,725	\$385,948	\$388,352	\$487,497

Insurance Recovery Fund

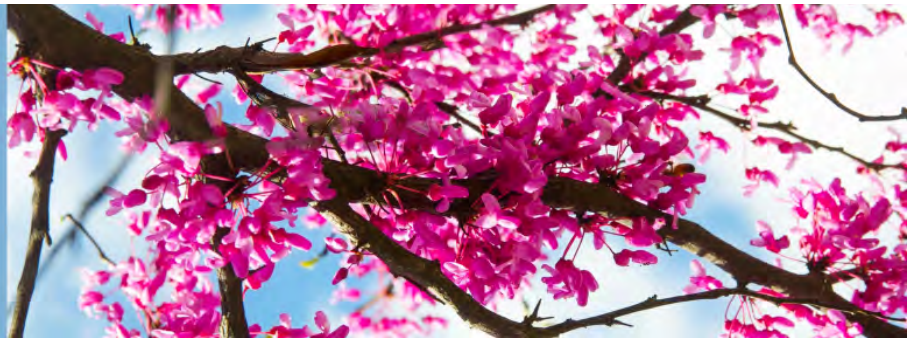
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$71,392	\$71,393
Other Services & Charges	\$0	\$0	\$4,127	\$0
TOTAL	\$0	\$0	\$75,519	\$71,393

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$2,393	\$3,000	\$3,000	\$17,500
TOTAL	\$2,393	\$3,000	\$3,000	\$17,500

Streets

FY 2024-2025 Budget



Division Description

The Street Maintenance division maintains hundreds of miles of streets and roads. Pothole patching, crack sealing, concrete slab replacement, curb repair, ditch and creek cleaning, maintenance of unpaved roadways are some of the services provided. The division is also responsible for de-icing streets and bridges and for snow plowing.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
STREET SUPT	1	1	1
STREET SUPV	1	1	1
CREW LEADER	1	1	1
STREET MAINT 1	6	4	4
STREET MAINT 2	1	2	2
STREET MAINT 3	4	5	5
FTE	14	14	14

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
STREET IMPROVEMENT FUND	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000
2018 CAPITAL IMPROVEMENT FUND	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
GENERAL FUND	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147
STREET & ALLEY FUND	\$545,705	\$478,900	\$478,900	\$558,900
CAPITAL IMPROVEMENT FUND	\$67,863	\$535,000	\$535,000	\$430,000
GRANT FUND	\$0	\$0	\$34,625	\$0
TOTAL	\$3,044,345	\$8,252,398	\$8,683,935	\$10,108,047

Ependiture Breakdown by Account Type

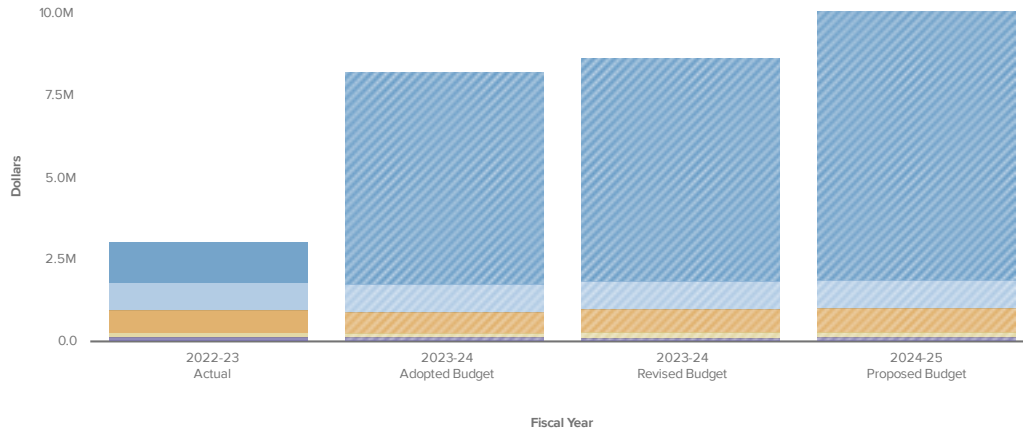
← Back History Reset

Broken down by

Expenses STREETS



Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$8,900	\$8,900	\$8,900
Personnel Services	\$806,647	\$853,944	\$853,944	\$853,157
Materials & Supplies	\$145,206	\$143,550	\$133,743	\$149,550
Other Services & Charges	\$714,207	\$624,004	\$706,059	\$739,440
Capital Outlay	\$1,238,727	\$6,475,000	\$6,821,922	\$8,210,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
TOTAL	\$3,044,345	\$8,252,398	\$8,683,935	\$10,108,047

Ependiture Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$806,647	\$853,944	\$853,944	\$853,157
Other Services & Charges	\$168,502	\$154,004	\$236,059	\$189,440
Materials & Supplies	\$145,206	\$143,550	\$133,743	\$149,550
TOTAL	\$1,120,355	\$1,151,498	\$1,223,746	\$1,192,147

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$67,863	\$535,000	\$535,000	\$430,000
TOTAL	\$67,863	\$535,000	\$535,000	\$430,000

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000
TOTAL	\$56,154	\$3,580,000	\$3,561,000	\$1,012,000

Street & Alley Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$545,705	\$470,000	\$470,000	\$550,000
Contingency	\$0	\$8,900	\$8,900	\$8,900
TOTAL	\$545,705	\$478,900	\$478,900	\$558,900

Street Improvement Fund

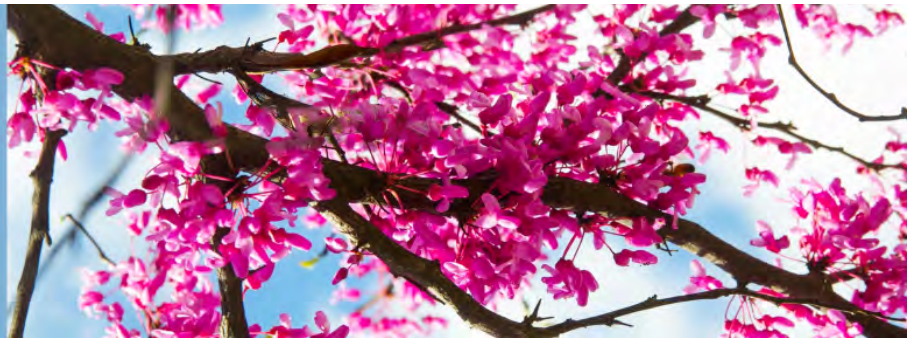
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$1,114,711	\$2,360,000	\$2,691,297	\$6,768,000
Debt Service	\$139,557	\$147,000	\$159,367	\$147,000
TOTAL	\$1,254,268	\$2,507,000	\$2,850,664	\$6,915,000

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$34,625	\$0
TOTAL	\$0	\$0	\$34,625	\$0

Tourism

FY 2024-2025 Budget



Division Description

The Tourism Department is responsible for encouraging, promoting and fostering visitor and tourism conventions, conferences and tourism development in the city and the solicitation of visitor attractions, events, tourism, conferences, conventions and meetings in the city.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAVEL INDUSTRY COMMUNICATIONS MANAGER	1	1	1
DIR OF TOURISM	1	1	1
FTE	2	2	2

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
HOTEL/MOTEL SURCHARGE FUND	\$570,859	\$474,674	\$593,808	\$589,923
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Expenditure Breakdown by Account Type

← Back History Reset

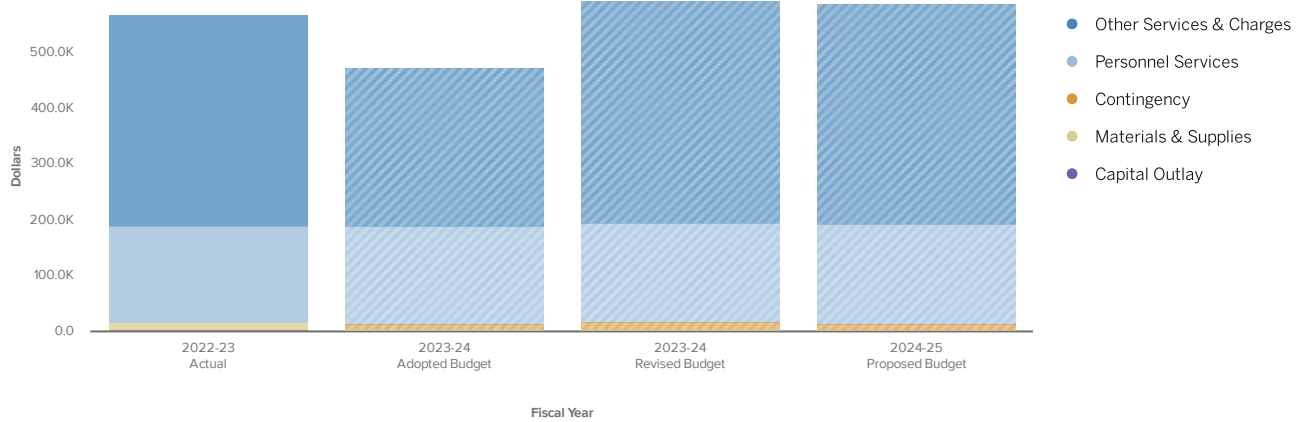
Broken down by

Expenses TOURISM



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Contingency	\$0	\$9,400	\$11,671	\$11,554
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

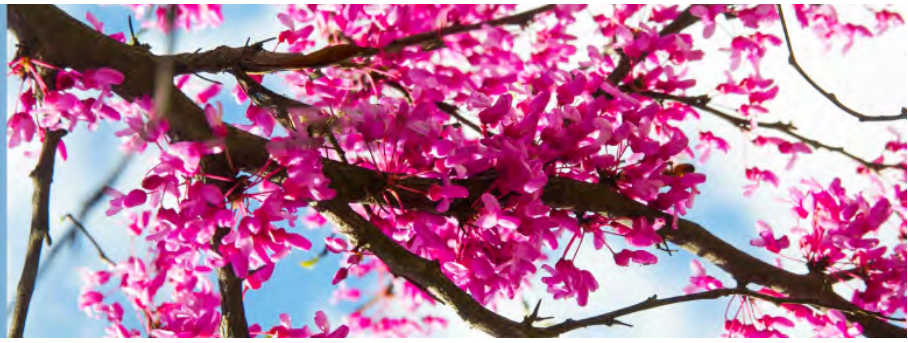
Expenditure Breakdown by Fund and Account Type

Hotel/Motel Surcharge Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$379,486	\$285,025	\$396,915	\$394,829
Personnel Services	\$175,451	\$175,389	\$178,862	\$180,680
Contingency	\$0	\$9,400	\$11,671	\$11,554
Materials & Supplies	\$11,608	\$4,860	\$6,360	\$2,860
Capital Outlay	\$4,315	\$0	\$0	\$0
TOTAL	\$570,859	\$474,674	\$593,808	\$589,923

Traffic Control

FY 2024-2025 Budget



Division Description

The Traffic Control division maintains all traffic signals and is responsible for the installation and maintenance of hundreds of traffic signs and pavement markings. Staff also provides work zone controls at all construction areas involving other departments within the City.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
TRAFFIC MAINT 2	2	2	2
TRAFFIC CONT SUPV	1	1	1
FTE	3	3	3

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$337,222	\$311,014	\$572,050	\$336,937
STREET IMPROVEMENT FUND	\$145,023	\$335,000	\$479,728	\$420,000
CAPITAL IMPROVEMENT FUND	\$54,441	\$0	\$0	\$70,000
TOTAL	\$536,686	\$646,014	\$1,051,778	\$826,937

Expenditure Breakdown by Account Type

← Back History Reset

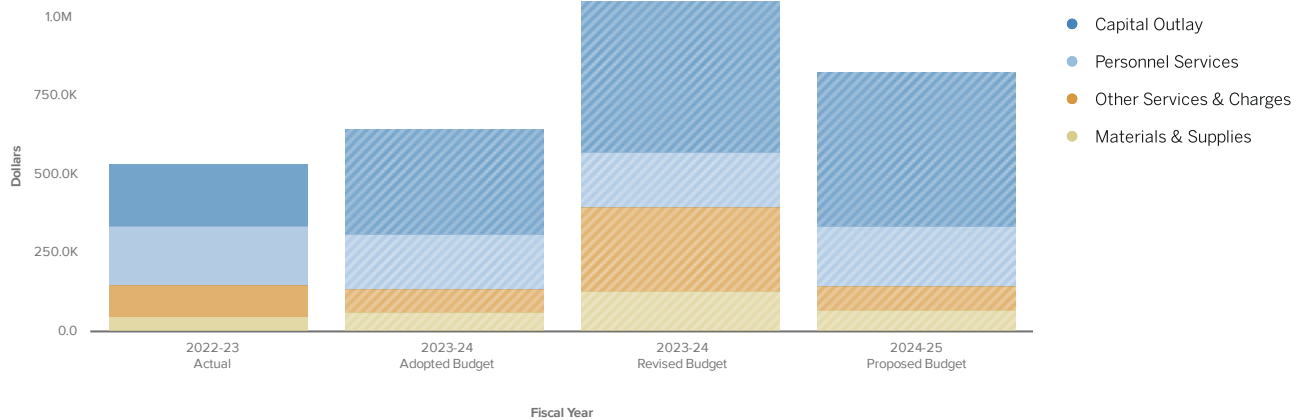
Broken down by

Expenses TRAFFIC CONTROL



Visualization

Sort Large to Small



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$187,345	\$176,396	\$176,396	\$190,069
Materials & Supplies	\$50,306	\$62,250	\$129,786	\$69,750
Other Services & Charges	\$99,571	\$72,368	\$265,868	\$77,118
Capital Outlay	\$199,464	\$335,000	\$479,728	\$490,000
TOTAL	\$536,686	\$646,014	\$1,051,778	\$826,937

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$187,345	\$176,396	\$176,396	\$190,069
Other Services & Charges	\$99,571	\$72,368	\$265,868	\$77,118
Materials & Supplies	\$50,306	\$62,250	\$129,786	\$69,750
TOTAL	\$337,222	\$311,014	\$572,050	\$336,937

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$54,441	\$0	\$0	\$70,000
TOTAL	\$54,441	\$0	\$0	\$70,000

Street Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$145,023	\$335,000	\$479,728	\$420,000
TOTAL	\$145,023	\$335,000	\$479,728	\$420,000

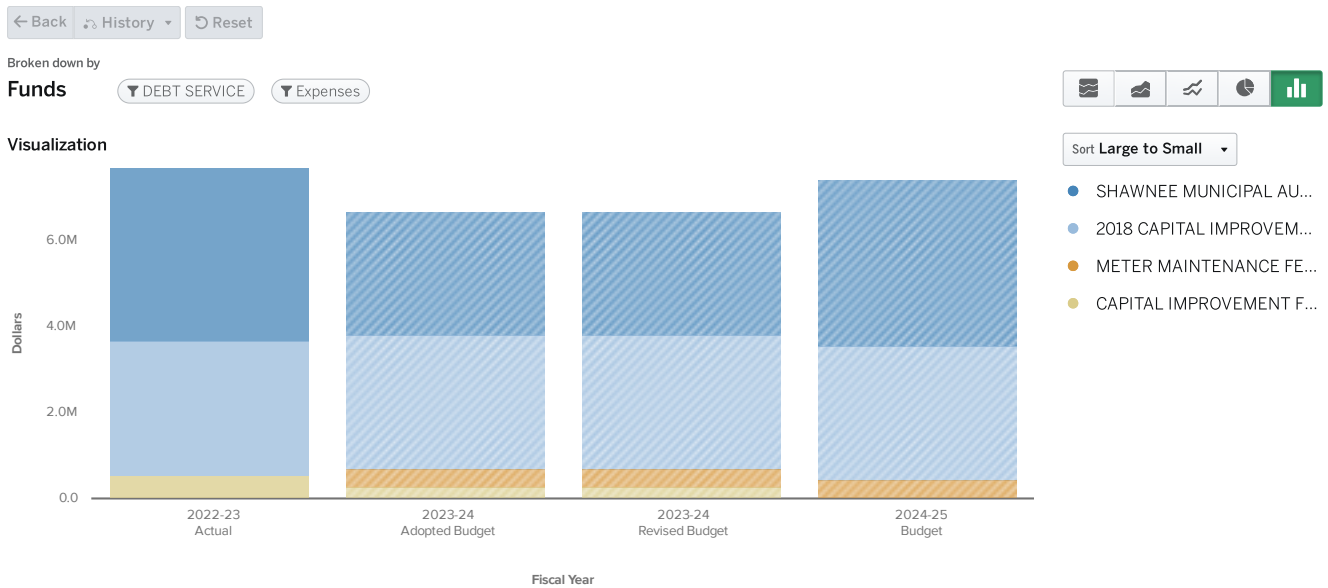
Debt Service

FY 2024-2025 Budget

Description

The City uses notes and other financial instruments to more quickly repair, replace, and build needed infrastructure and purchase other necessary assets. Before financing is pursued, analysis is done to ensure financial feasibility and sustainability.

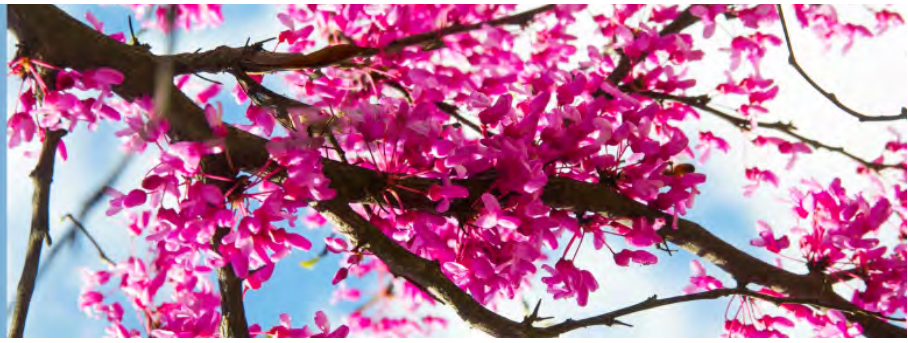
EXPENDITURE BREAKDOWN BY FUND



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
CAPITAL IMPROVEMENT FUND	\$549,499	\$279,443	\$279,443	\$0
2018 CAPITAL IMPROVEMENT FUND	\$3,119,459	\$3,118,569	\$3,118,569	\$3,122,694
SHAWNEE MUNICIPAL AUTHORITY	\$4,024,899	\$2,858,747	\$2,858,747	\$3,860,136
METER MAINTENANCE FEE FUND	\$0	\$431,793	\$431,793	\$433,274
TOTAL	\$7,693,856	\$6,688,552	\$6,688,552	\$7,416,104

Expo Operations

FY 2024-2025 Budget



Division Description

The division provides for the operation of the Expo through the funding of the City contract with Spectra, the Expo management company.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$1,131,559	\$928,948	\$928,948	\$944,250
GRANT FUND	\$0	\$0	\$94,345	\$0
2018 CAPITAL IMPROVEMENT FUND	\$272,608	\$100,000	\$125,600	\$100,000
INSURANCE RECOVERY FUND	\$0	\$0	\$626,671	\$626,671
TOTAL	\$1,404,166	\$1,028,948	\$1,775,564	\$1,670,921

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

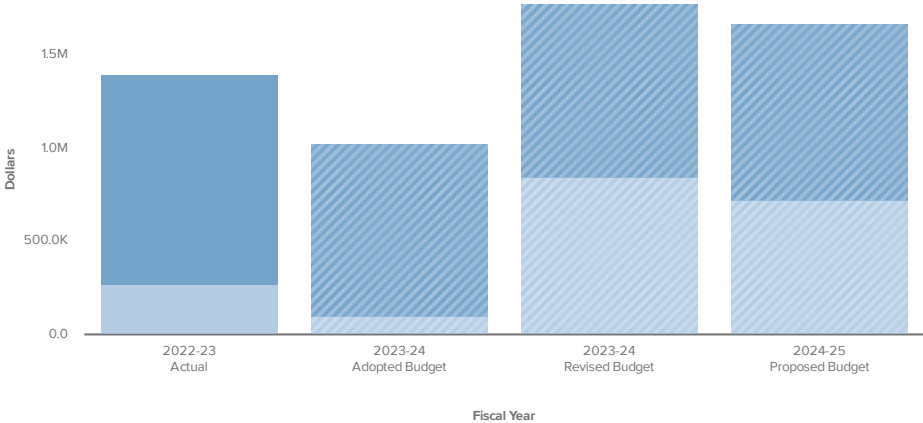
Broken down by Expenses EXPO CENTER



Sort Large to Small

- Other Services & Charges
- Capital Outlay

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,131,559	\$928,948	\$928,948	\$944,250
Capital Outlay	\$272,608	\$100,000	\$846,616	\$726,671
TOTAL	\$1,404,166	\$1,028,948	\$1,775,564	\$1,670,921

Expenditure Breakdown by Fund and Account Type

General Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$1,131,559	\$928,948	\$928,948	\$944,250
TOTAL	\$1,131,559	\$928,948	\$928,948	\$944,250

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$94,345	\$0
TOTAL	\$0	\$0	\$94,345	\$0

2018 Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$272,608	\$100,000	\$125,600	\$100,000
TOTAL	\$272,608	\$100,000	\$125,600	\$100,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$626,671	\$626,671
TOTAL	\$0	\$0	\$626,671	\$626,671

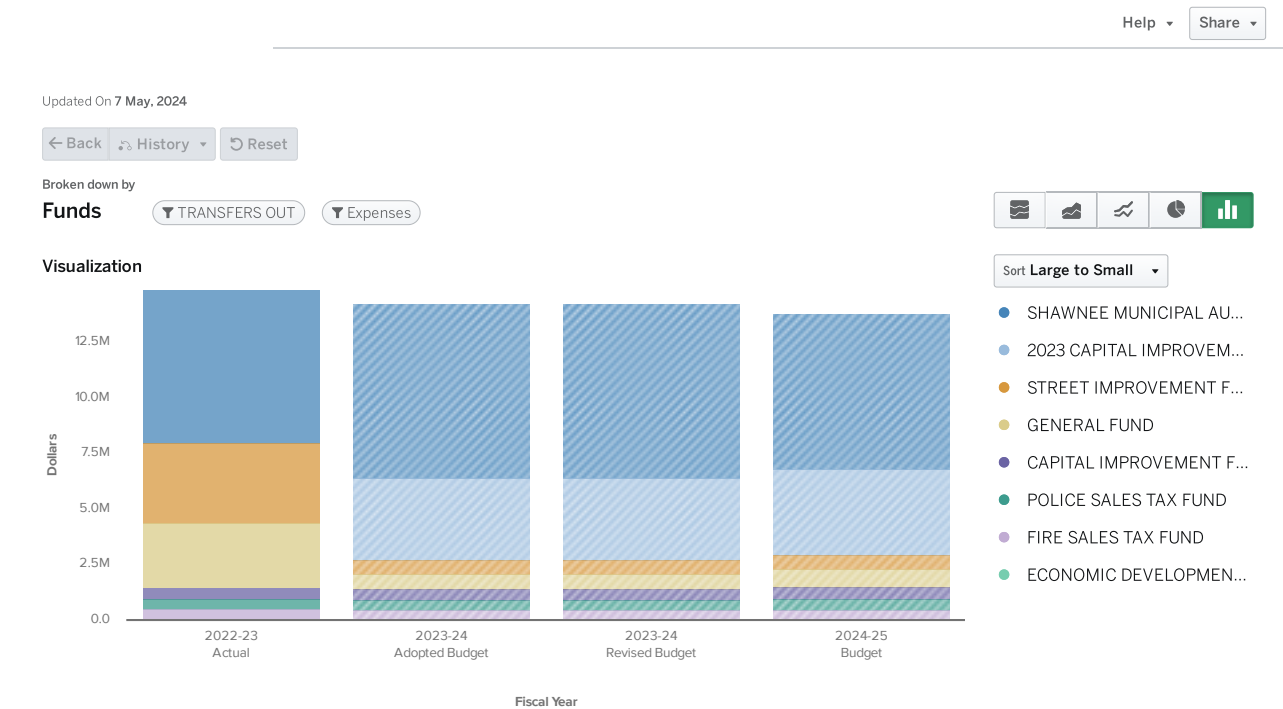
Transfers Out

FY 2024-2025 Budget

Description

The Transfers division allows for funds to be legally transferred for appropriate usage and best allocation of resources.

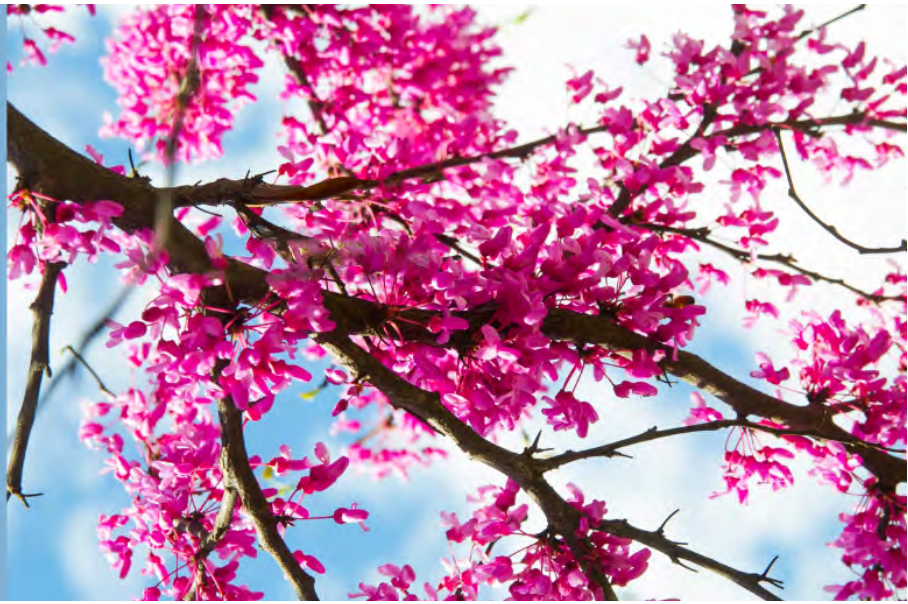
Expenditure Breakdown by Fund



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
GENERAL FUND	\$2,899,270	\$696,948	\$696,948	\$867,554
ECONOMIC DEVELOPMENT FUND	\$42,500	\$0	\$0	\$0
POLICE SALES TAX FUND	\$476,372	\$459,131	\$459,131	\$486,182
FIRE SALES TAX FUND	\$476,372	\$459,131	\$459,131	\$486,182
2023 CAPITAL IMPROVEMENT FUND	\$0	\$3,672,115	\$3,672,115	\$3,889,453
CAPITAL IMPROVEMENT FUND	\$500,000	\$500,000	\$500,000	\$500,000
STREET IMPROVEMENT FUND	\$3,600,000	\$600,000	\$600,000	\$600,000
SHAWNEE MUNICIPAL AUTHORITY	\$6,860,000	\$7,873,458	\$7,873,458	\$6,973,057
TOTAL	\$14,854,514	\$14,260,783	\$14,260,783	\$13,802,428

Workers' Compensation Self-Insurance Fund

FY 2024-2025 Budget



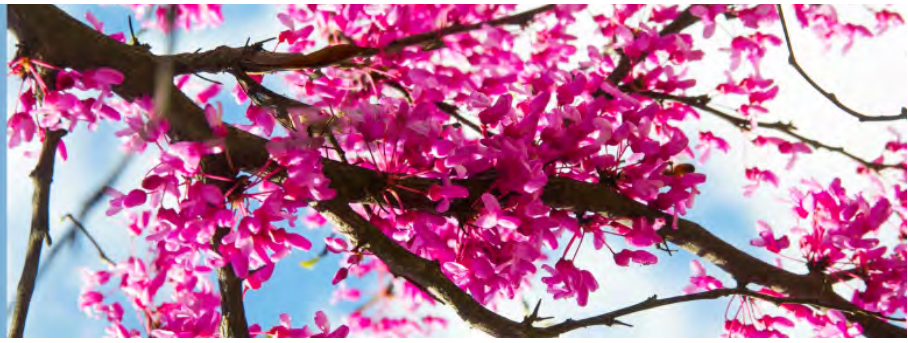
Division Description

The Workers' Compensation Self-Insurance division accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis.

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
Revenues				
Other Revenue	\$1,767	\$0	\$0	\$0
Transfers In	\$452,810	\$724,484	\$724,484	\$828,582
REVENUES TOTAL	\$454,577	\$724,484	\$724,484	\$828,582
Expenses				
Other Services & Charges	\$446,258	\$724,484	\$724,484	\$828,582
EXPENSES TOTAL	\$446,258	\$724,484	\$724,484	\$828,582
REVENUES LESS EXPENSES	\$8,319	\$0	\$0	\$0

Airport

FY 2024-2025 Budget



Division Description

The Shawnee Airport Authority is a public trust created in 1974 under the terms of the Oklahoma Trust Act and is the governing and authorizing body with responsibility for the Shawnee Regional Airport properties, equipment, and finances. The Airport consists of approximately 500 acres of land on the airfield supporting a 5,997-foot runway. Three full-time and two part-time staff members support daily operations and maintenance of the airport, ensure compliance with federal and state aviation regulations, manage capital projects, administer federal and state grant programs, airport revenues and expenses, tenant leases and commercial service agreements. The airport also owns several parcels of real property in the community surrounding the airfield.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
AIRPORT MAINT 1	3	3	0
AIRPORT MANAGER	1	1	1
AIRPORT LINE AGENT	0	0	1
AIRPORT OPERATIONS COORDINATOR	0	0	2
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
GRANT FUND	\$0	\$0	\$110,586	\$0
SHAWNEE AIRPORT AUTHORITY	\$845,983	\$2,095,111	\$2,107,189	\$2,528,949
INSURANCE RECOVERY FUND	\$0	\$0	\$1,005,550	\$0
TOTAL	\$845,983	\$2,095,111	\$3,223,325	\$2,528,949

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

← Back ↺ History ↺ Reset

Broken down by

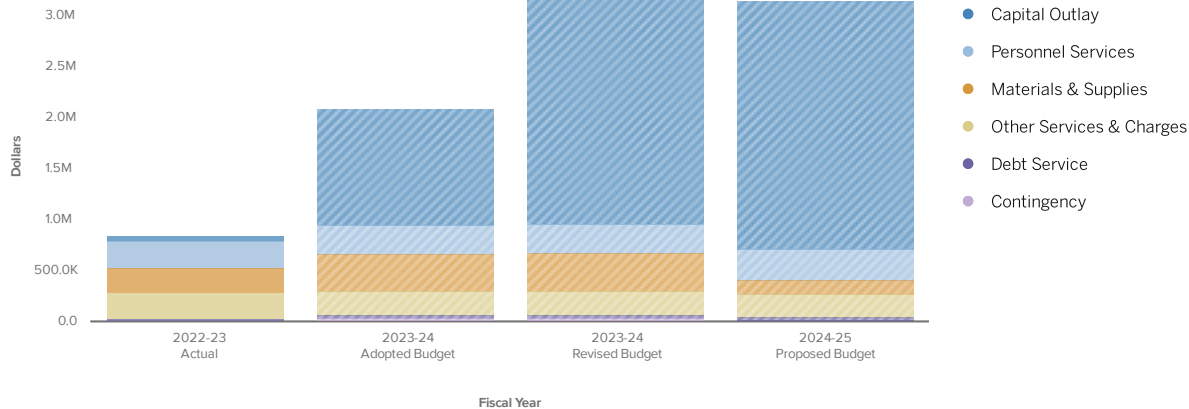
Expenses

▼ AIRPORT



Sort **Large to Small**

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$42,000	\$36,000	\$15,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Capital Outlay	\$51,741	\$1,143,485	\$2,288,679	\$2,442,894
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
TOTAL	\$845,983	\$2,095,111	\$3,244,605	\$3,155,118

Expenditure Breakdown by Fund and Account Type

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$131,866	\$0
TOTAL	\$0	\$0	\$131,866	\$0

Shawnee Airport Authority Fund

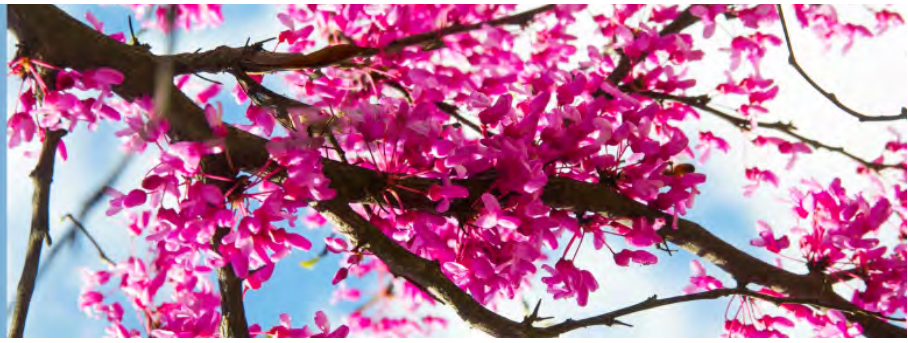
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$51,741	\$1,143,485	\$1,151,263	\$360,000
Personnel Services	\$262,511	\$285,790	\$285,790	\$304,247
Materials & Supplies	\$247,161	\$359,400	\$359,400	\$135,000
Other Services & Charges	\$255,612	\$231,060	\$241,360	\$224,600
Debt Service	\$28,957	\$33,376	\$33,376	\$33,377
Contingency	\$0	\$42,000	\$36,000	\$15,000
TOTAL	\$845,983	\$2,095,111	\$2,107,189	\$1,072,224

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$1,005,550	\$2,082,894
TOTAL	\$0	\$0	\$1,005,550	\$2,082,894

Lake Operations

FY 2024-2025 Budget



Division Description

The Lake Operations division covers cost for maintaining the Twin Lakes including the cost share with the City of McCloud and the Pottawatomie County Development Authority.

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$470,000	\$375,000	\$1,470,000
SHAWNEE MUNICIPAL AUTHORITY	\$169,944	\$68,200	\$82,350	\$69,200
INSURANCE RECOVERY FUND	\$0	\$0	\$7,463	\$0
TOTAL	\$169,944	\$538,200	\$464,813	\$1,539,200

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

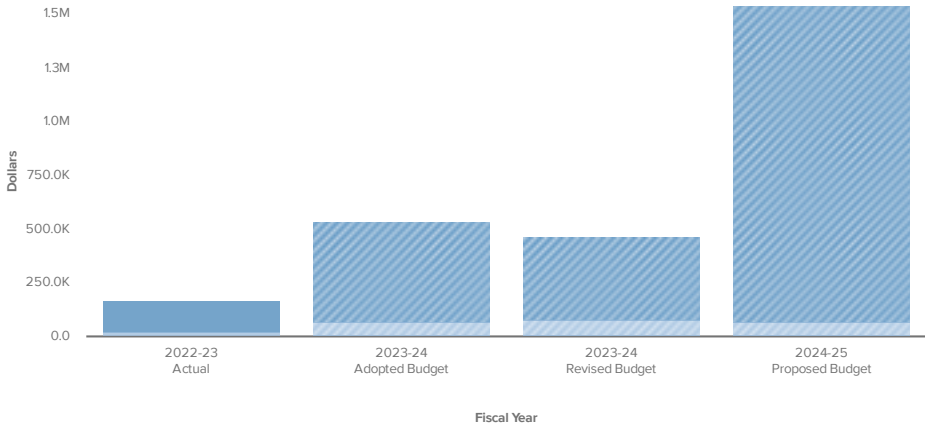
Broken down by Expenses LAKE OPERATIONS



Sort Large to Small

- Capital Outlay
- Other Services & Charges
- Materials & Supplies

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Materials & Supplies	\$6,926	\$0	\$0	\$0
Other Services & Charges	\$17,988	\$68,200	\$75,163	\$69,200
Capital Outlay	\$145,030	\$470,000	\$389,650	\$1,470,000
TOTAL	\$169,944	\$538,200	\$464,813	\$1,539,200

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$17,988	\$68,200	\$67,700	\$69,200
Capital Outlay	\$145,030	\$0	\$14,650	\$0
Materials & Supplies	\$6,926	\$0	\$0	\$0
TOTAL	\$169,944	\$68,200	\$82,350	\$69,200

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$470,000	\$375,000	\$1,470,000
TOTAL	\$0	\$470,000	\$375,000	\$1,470,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$0	\$0	\$7,463	\$0
TOTAL	\$0	\$0	\$7,463	\$0

North Sewer Treatment Plant

FY 2024-2025 Budget



Division Description

The North Sewer Treatment Plant division covers the operation of the sewer treatment for the north area of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	5	4	4
LAB TECH 1	1	1	1
BIO SOLIDS COORD	0	1	1
FTE	6	6	6

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$526,854	\$604,821	\$604,821	\$626,760
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$220,000	\$220,000	\$220,000
TOTAL	\$526,854	\$824,821	\$824,821	\$846,760

Expenditure Breakdown by Account Type

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Updated On 7 May, 2024

← Back ↺ History ▾ ↺ Reset

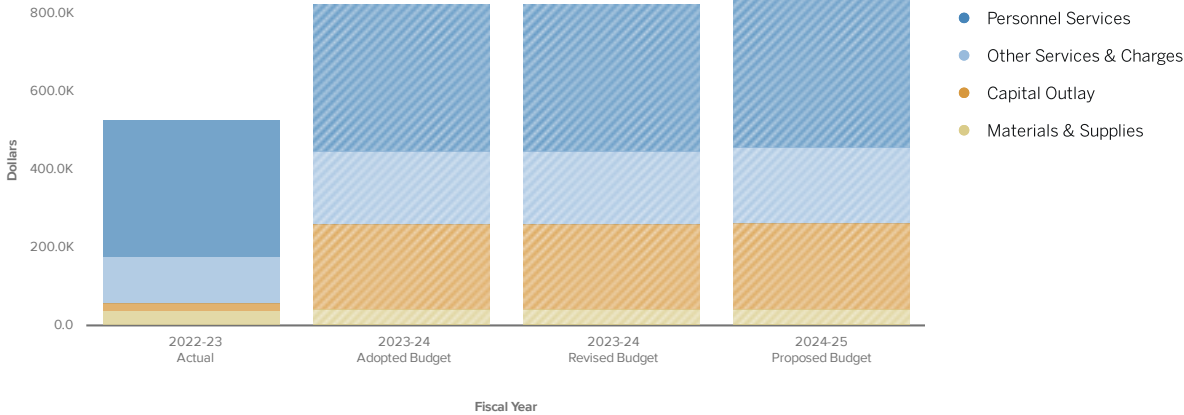
Broken down by

Expenses ▾ NORTH SEWER TREATMENT P...



Sort Large to Small ▾

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$347,683	\$378,721	\$378,721	\$389,260
Materials & Supplies	\$39,327	\$41,960	\$41,960	\$43,060
Other Services & Charges	\$119,655	\$184,140	\$184,140	\$194,440
Capital Outlay	\$20,189	\$220,000	\$220,000	\$220,000
TOTAL	\$526,854	\$824,821	\$824,821	\$846,760

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

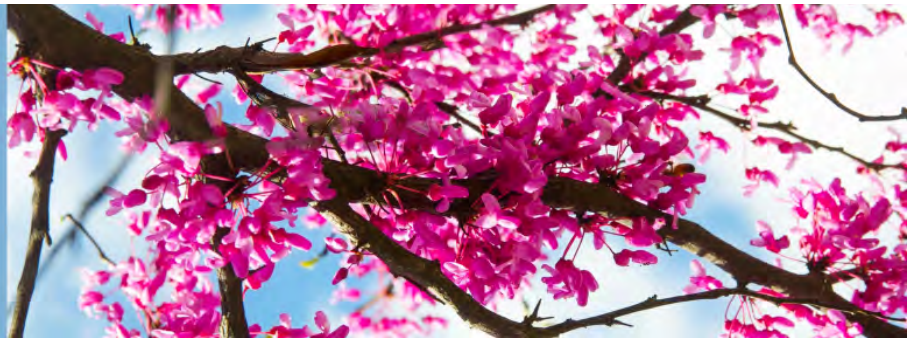
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$347,683	\$378,721	\$378,721	\$389,260
Other Services & Charges	\$119,655	\$184,140	\$184,140	\$194,440
Materials & Supplies	\$39,327	\$41,960	\$41,960	\$43,060
Capital Outlay	\$20,189	\$0	\$0	\$0
TOTAL	\$526,854	\$604,821	\$604,821	\$626,760

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$220,000	\$220,000	\$220,000
TOTAL	\$0	\$220,000	\$220,000	\$220,000

Sewer Collection

FY 2024-2025 Budget



Division Description

The Sewer Collection division is responsible for the transportation and collection of sewage for Shawnee residents.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SMA MAINT 1	7	3	3
SMA MAINT 3	2	3	3
DIST/COLL SUPT	1	1	1
UTILITY MAINTENANCE WORKER 1	0	3	3
FTE	10	10	10

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AMERICAN RESCUE PLAN FUNDS	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
SHAWNEE MUNICIPAL AUTHORITY	\$838,715	\$877,418	\$867,418	\$910,828
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$1,019,000	\$1,019,000	\$1,250,000
TOTAL	\$1,628,897	\$3,041,418	\$3,886,418	\$4,022,642

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

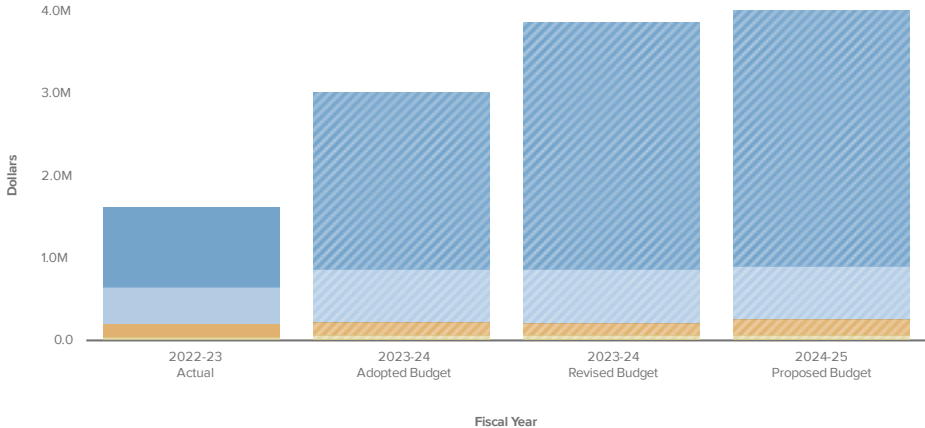
Back History Reset

Broken down by Expenses SEWER COLLECTION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$445,450	\$649,818	\$649,818	\$642,428
Materials & Supplies	\$51,357	\$76,700	\$75,700	\$80,900
Other Services & Charges	\$162,459	\$150,900	\$141,900	\$187,500
Capital Outlay	\$969,631	\$2,164,000	\$3,019,000	\$3,111,814
TOTAL	\$1,628,897	\$3,041,418	\$3,886,418	\$4,022,642

Expenditure Breakdown by Fund and Account Type

American Rescue Plan Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814
TOTAL	\$790,182	\$1,145,000	\$2,000,000	\$1,861,814

Shawnee Municipal Authority

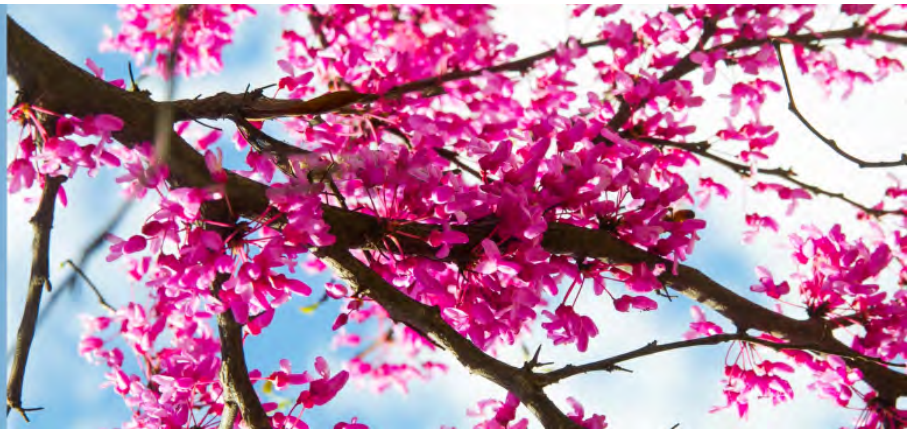
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$445,450	\$649,818	\$649,818	\$642,428
Other Services & Charges	\$162,459	\$150,900	\$141,900	\$187,500
Materials & Supplies	\$51,357	\$76,700	\$75,700	\$80,900
Capital Outlay	\$179,449	\$0	\$0	\$0
TOTAL	\$838,715	\$877,418	\$867,418	\$910,828

Wastewater System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$1,019,000	\$1,019,000	\$1,250,000
TOTAL	\$0	\$1,019,000	\$1,019,000	\$1,250,000

South Sewer Treatment Plant

FY 2024-2025 Budget



Division Description

The South Sewer Treatment Plant division covers the operation of the sewer treatment for the south area of Shawnee.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	4	5	5
TREATMENT OPS SUPV	1	0	0
BIO SOLIDS COORD	1	0	0
LAB TECH 2	1	1	1
TREATMENT OPS SUPT	0	1	1
FTE	7	7	7

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$609,068	\$660,493	\$660,493	\$706,312
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

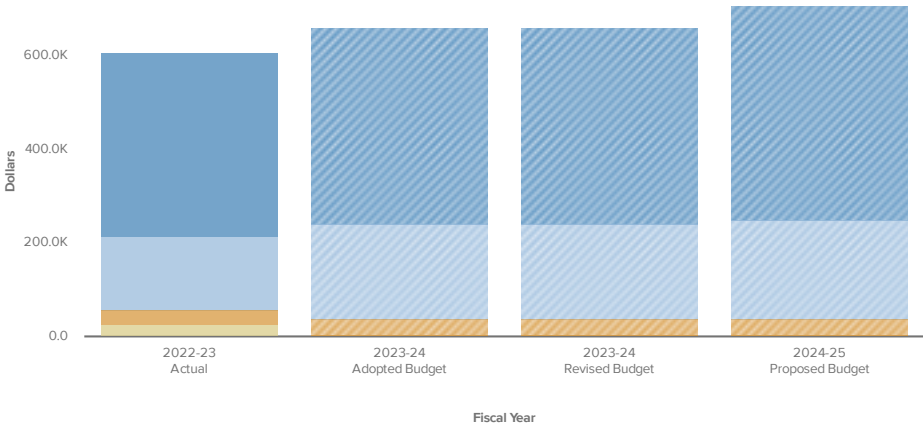
Broken down by Expenses SOUTH SEWER TREATMENT P...

Bar Chart Line Chart Area Chart Pie Chart

Visualization

Sort Large to Small

- Personnel Services
- Other Services & Charges
- Materials & Supplies
- Capital Outlay



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$394,344	\$418,523	\$418,523	\$456,042
Materials & Supplies	\$31,211	\$37,300	\$37,300	\$37,300
Other Services & Charges	\$157,634	\$204,670	\$204,670	\$212,970
Capital Outlay	\$25,880	\$0	\$0	\$0
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$394,344	\$418,523	\$418,523	\$456,042
Other Services & Charges	\$157,634	\$204,670	\$204,670	\$212,970
Materials & Supplies	\$31,211	\$37,300	\$37,300	\$37,300
Capital Outlay	\$25,880	\$0	\$0	\$0
TOTAL	\$609,068	\$660,493	\$660,493	\$706,312

Utility Administration

FY 2024-2025 Budget



Division Description

The Utility Administration division is responsible for overseeing the Shawnee Municipal Authority, including safety and ensuring the safe handling of drinking water and waste.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
INDUSTRIAL PRETREATMENT COORDINATOR	1	1	1
DIR OF PUBLIC WORKS	1	1	1
ASST. DIR OF PUBLIC WORKS	1	1	1
ADMIN ASST	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
WASTEWATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$75,000,000	\$75,000,000	\$45,000,000
SHAWNEE MUNICIPAL AUTHORITY	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$4,000,000	\$4,095,000	\$50,000
CAPITAL IMPROVEMENT FUND	\$43,045	\$0	\$106,600	\$106,600
INSURANCE RECOVERY FUND	\$6,770	\$0	\$89,931	\$74,408
GRANT FUND	\$0	\$0	\$1,947	\$0
TOTAL	\$43,282,548	\$83,354,029	\$83,657,946	\$49,672,232

Expenditure Breakdown by Account Type

Help Share

Updated On 7 May, 2024

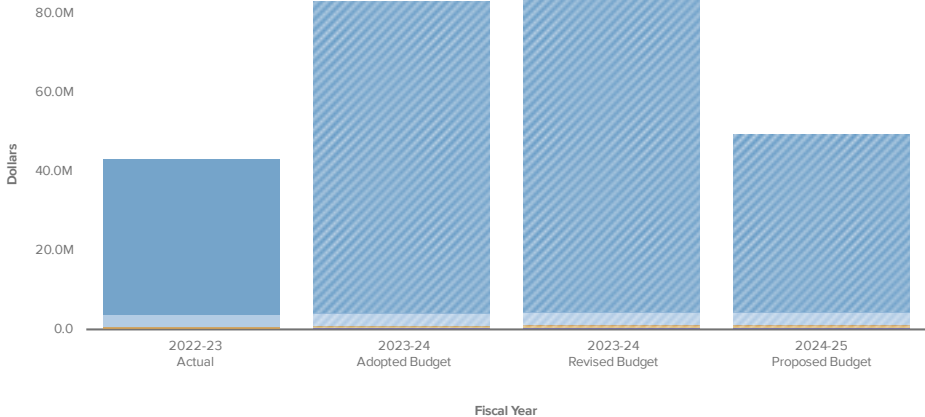
Back History Reset

Broken down by Expenses UTILITY ADMINISTRATION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Contingency	\$0	\$415,000	\$415,000	\$435,000
Other	\$0	\$0	\$0	\$0
Personnel Services	\$400,518	\$402,279	\$401,180	\$415,774
Materials & Supplies	\$25,865	\$11,750	\$8,750	\$11,750
Other Services & Charges	\$3,171,698	\$3,215,000	\$3,229,538	\$3,268,700
Capital Outlay	\$39,406,544	\$79,040,000	\$79,226,878	\$45,164,408
Debt Service	\$277,923	\$270,000	\$376,600	\$376,600
TOTAL	\$43,282,548	\$83,354,029	\$83,657,946	\$49,672,232

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$39,399,774	\$40,000	\$40,000	\$40,000
Other Services & Charges	\$3,171,698	\$3,215,000	\$3,229,538	\$3,268,700
Personnel Services	\$400,518	\$402,279	\$401,180	\$415,774
Contingency	\$0	\$415,000	\$415,000	\$435,000
Debt Service	\$234,878	\$270,000	\$270,000	\$270,000
Materials & Supplies	\$25,865	\$11,750	\$8,750	\$11,750
Other	\$0	\$0	\$0	\$0
TOTAL	\$43,232,733	\$4,354,029	\$4,364,468	\$4,441,224

Capital Improvement Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Debt Service	\$43,045	\$0	\$106,600	\$106,600
TOTAL	\$43,045	\$0	\$106,600	\$106,600

Wastewater System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$75,000,000	\$75,000,000	\$45,000,000
TOTAL	\$0	\$75,000,000	\$75,000,000	\$45,000,000

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$4,000,000	\$4,095,000	\$50,000
TOTAL	\$0	\$4,000,000	\$4,095,000	\$50,000

Insurance Recovery Fund

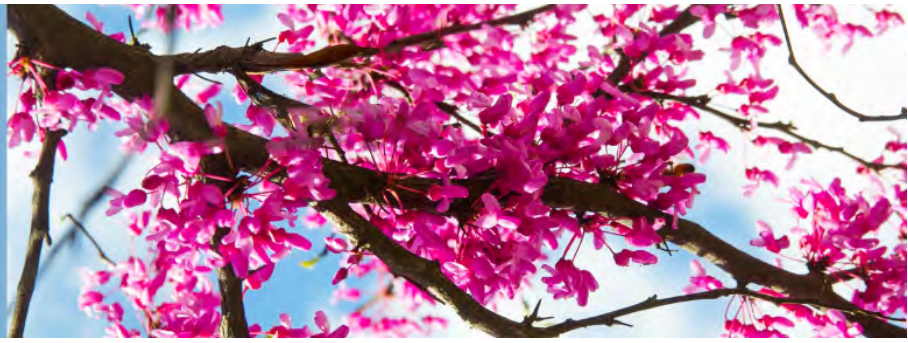
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$6,770	\$0	\$89,931	\$74,408
TOTAL	\$6,770	\$0	\$89,931	\$74,408

Grant Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$1,947	\$0
TOTAL	\$0	\$0	\$1,947	\$0

Utility Billing

FY 2024-2025 Budget



Division Description

Utility Billing provides assistance to Shawnee's more than 11,000 water, sewer, and sanitation customers, setting up accounts, filling service orders, and taking payments among other services.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
SMA BILLING CLERK	1	1	1
CUST SRV CLERK	2	2	2
CUST SRV SUPV	1	1	1
FTE	4	4	4

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$746,157	\$827,788	\$827,788	\$918,674
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

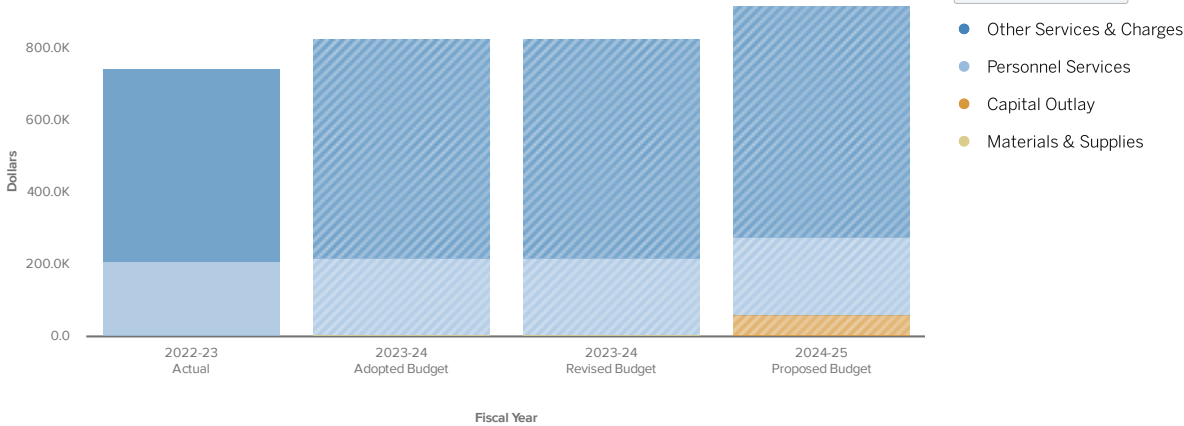
Back History Reset

Broken down by Expenses UTILITY BILLING



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$536,710	\$606,913	\$606,913	\$640,938
Personnel Services	\$206,101	\$216,125	\$216,125	\$217,823
Capital Outlay	\$0	\$0	\$0	\$57,913
Materials & Supplies	\$3,346	\$4,750	\$4,750	\$2,000
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

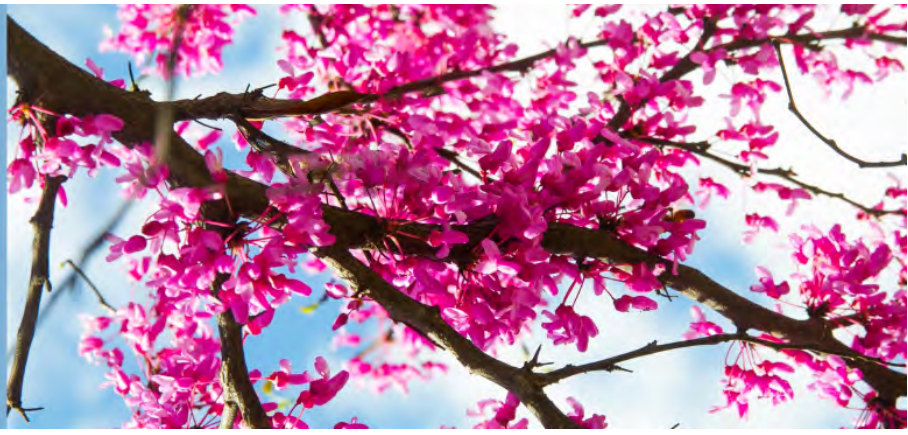
Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Other Services & Charges	\$536,710	\$606,913	\$606,913	\$640,938
Personnel Services	\$206,101	\$216,125	\$216,125	\$217,823
Capital Outlay	\$0	\$0	\$0	\$57,913
Materials & Supplies	\$3,346	\$4,750	\$4,750	\$2,000
TOTAL	\$746,157	\$827,788	\$827,788	\$918,674

Water Distribution

FY 2024-2025 Budget



Division Description

The Water Distribution division is responsible for maintaining the infrastructure used to provide water for Shawnee residents.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
CREW LEADER	0	1	1
SMA Maint - Meter Reader	3	0	0
DIST/COLL SUPT	1	0	0
SMA MAINT 1	7	11	11
SMA MAINT 2	0	1	1
SMA MAINT 3	2	0	0
FTE	13	13	13

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
AMERICAN RESCUE PLAN FUNDS	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
SHAWNEE MUNICIPAL AUTHORITY	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$138,000	\$138,000	\$100,000
INSURANCE RECOVERY FUND	\$0	\$0	\$12,031	\$9,429
TOTAL	\$2,084,555	\$13,362,476	\$12,596,098	\$11,375,914

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

Back History Reset

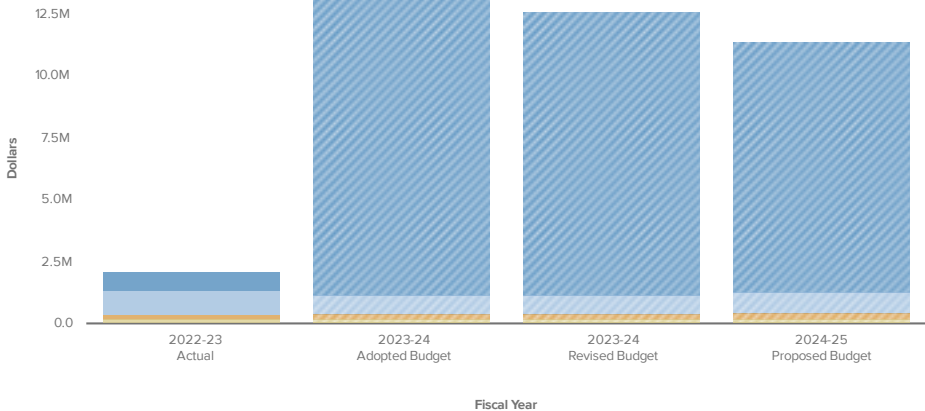
Broken down by Expenses WATER DISTRIBUTION



Sort Large to Small

- Capital Outlay
- Personnel Services
- Materials & Supplies
- Other Services & Charges

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$944,963	\$780,076	\$780,076	\$815,972
Materials & Supplies	\$191,869	\$213,750	\$213,750	\$268,920
Other Services & Charges	\$204,959	\$190,650	\$203,253	\$209,180
Capital Outlay	\$742,764	\$12,178,000	\$11,399,019	\$10,081,842
TOTAL	\$2,084,555	\$13,362,476	\$12,596,098	\$11,375,914

Expenditure Breakdown by Fund and Account Type

American Rescue Plan Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413
TOTAL	\$421,223	\$12,040,000	\$11,229,830	\$9,972,413

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$944,963	\$780,076	\$780,076	\$815,972
Materials & Supplies	\$191,869	\$213,750	\$213,750	\$268,920
Other Services & Charges	\$204,959	\$190,650	\$200,650	\$209,180
Capital Outlay	\$321,541	\$0	\$21,761	\$0
TOTAL	\$1,663,332	\$1,184,476	\$1,216,237	\$1,294,072

Water System Capital Projects Fund

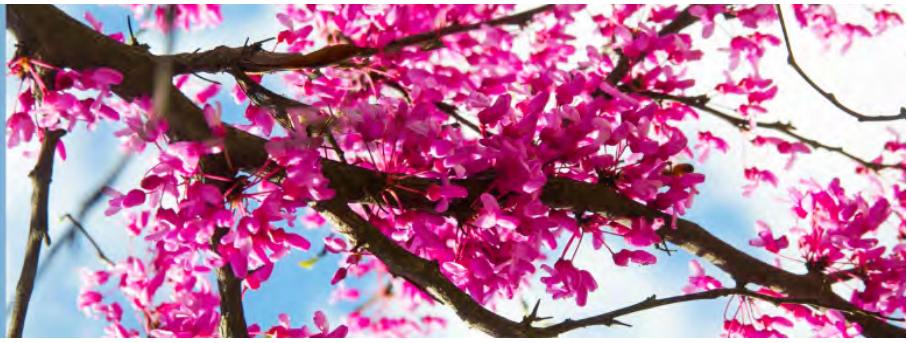
	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$138,000	\$138,000	\$100,000
TOTAL	\$0	\$138,000	\$138,000	\$100,000

Insurance Recovery Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$0	\$9,428	\$9,429
Other Services & Charges	\$0	\$0	\$2,603	\$0
TOTAL	\$0	\$0	\$12,031	\$9,429

Water Production

FY 2024-2025 Budget



Division Description

The Water Production division is responsible for treating the water provided to the citizens of Shawnee to ensure safety.

Positions

Position Name	FY2023	FY2024	FY2025
FTE			
PLANT OPERATOR	5	5	5
LAB TECH 1	2	2	2
PLANT SUPV	1	1	1
FTE	8	8	8

Fund Summary

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024 - 25 Budget
SHAWNEE MUNICIPAL AUTHORITY	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226
WATER SYSTEM CAPITAL PROJECTS FUND	\$0	\$298,000	\$298,000	\$338,000
TOTAL	\$1,572,473	\$2,232,140	\$2,232,140	\$2,082,226

Expenditure Breakdown by Account Type

Updated On 7 May, 2024

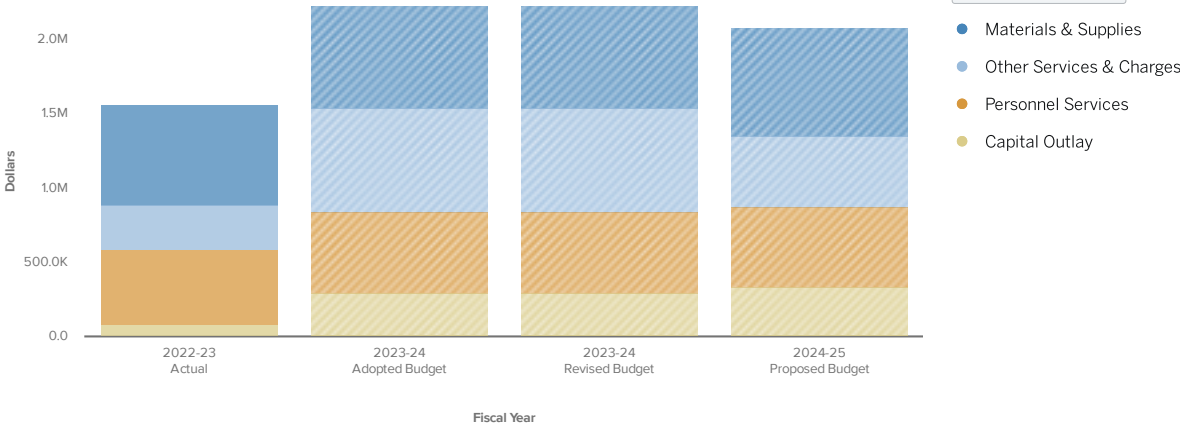
Back History Reset

Broken down by Expenses WATER PRODUCTION



Sort Large to Small

Visualization



	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Personnel Services	\$507,904	\$545,285	\$545,285	\$537,271
Materials & Supplies	\$678,070	\$689,740	\$689,740	\$729,740
Other Services & Charges	\$305,472	\$699,115	\$699,115	\$477,215
Capital Outlay	\$81,027	\$298,000	\$298,000	\$338,000
TOTAL	\$1,572,473	\$2,232,140	\$2,232,140	\$2,082,226

Expenditure Breakdown by Fund and Account Type

Shawnee Municipal Authority

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Materials & Supplies	\$678,070	\$689,740	\$689,740	\$729,740
Other Services & Charges	\$305,472	\$699,115	\$699,115	\$477,215
Personnel Services	\$507,904	\$545,285	\$545,285	\$537,271
Capital Outlay	\$81,027	\$0	\$0	\$0
TOTAL	\$1,572,473	\$1,934,140	\$1,934,140	\$1,744,226

Water System Capital Projects Fund

	2022 - 23 Actual	2023 - 24 Adopted Budget	2023 - 24 Revised Budget	2024-25 Proposed Budget
Capital Outlay	\$0	\$298,000	\$298,000	\$338,000
TOTAL	\$0	\$298,000	\$298,000	\$338,000

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Capital Improvement Plan Policy

City of Shawnee

Capital Improvement Plan Policy

1. Purpose

In order to promote consistency and continuity in decision making related to capital improvement planning and to set the general parameters within which capital spending decisions are made, the following policy is established for the City's Capital Improvement Plan (CIP). As a matter of general policy, the goals of the CIP are to:

- A. Consistently make decisions related to capital improvement aligned with overall City goals and objectives regarding the physical and economic development of the community, asset management, and the provision of public services.
- B. Promote financial stability and focus attention on the City's long-term financial capacity to meet capital needs.
- C. Effectively communicate the City's priorities and plans for undertaking capital projects to internal and external stakeholders.

2. Definitions

Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City's infrastructure, facilities, and capital investments. The CIP should also address the City Commission's priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning. [*Resolution 6652 – March 7, 2022*]

Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of "non-recurring" revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year. [*Resolution 6652 – March 7, 2022*]

The City of Shawnee has a separate Capital Assets Policy that further defines a Capital Asset and provides guidance for uniform control and accountability over the City's assets.

Capital Project. Notwithstanding the definition of capital expenditure or capital asset as established for capital budgeting and accounting purposes, a capital project shall be defined for the purposes for the CIP as follows:

A capital project is an outlay that results in the acquisition of, or addition to, a capital asset with an anticipated useful life of not less than five (5) years **and** meets the capital project threshold as defined in the next section below. This definition includes, but is not limited to, capital projects undertaken to:

- Acquire new or expand existing physical facilities or infrastructure.
- Acquire large scale renewal, improvement, or replacement of physical facilities or infrastructure that is not routine maintenance. Renewal and improvement expenditures are those that improve an asset's productivity, significantly extend its useful life, or change the character of the asset.
- Acquire major pieces of equipment, vehicles, and other capital stock, including expenditures when aggregated or consolidated into a single project.
- Procure engineering or architectural studies and services related to public improvements.
- Acquire land or make improvements to land.

Capital Project Threshold. The capitalization threshold, or minimum value of an asset at the time of acquisition, is generally established as follows:

- Infrastructure - \$50,000
- Facilities and Land - \$50,000
- Vehicles - \$20,000
- Machinery & Equipment - \$20,000

Projects meeting the above definition and threshold shall be eligible for consideration and inclusion in the bi-annually updated CIP. Any and all expenditures meeting the criteria for fixed assets as defined by the City's Capital Asset Policy shall continue to be budgeted and accounted for as capital expenditures, however, will not be eligible for inclusion in the CIP unless they meet the above definitions of a capital project and threshold. Staff questions regarding the definition of a capital project should contact the Finance Department.

Facilities. Permanent structures erected above ground, together with fixtures attached to and forming a permanent part of the building, for the purpose of sheltering persons or personal property. The cost of buildings includes all labor, materials, and professional services required to construct the building, and any other costs to put the building into its intended use.

Facility improvements. Major repairs, renovations, or additions made to a building that increase the future service potential of the building and benefit future periods. The buildings and the improvements become one and are inseparable. Examples of building improvements include major repairs, renovations, or additions such as addition of a new wing or a new air conditioning system.

Infrastructure. Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. These include roads, sidewalks, bike paths, bridges, buildings, drainage systems, water systems, sewer systems, etc.

Land. An inexhaustible asset that has an unlimited life and therefore is not depreciated.

Land improvements. Betterments, improvements, and site preparations that ready land for its intended use. Like the land itself, these improvements are inexhaustible and therefore not depreciated. Some examples of land improvements would be excavation, filling, grading, demolition of existing buildings, and removal or relocation of other property (telephone or power lines).

Life cycle cost. The total cost of an asset over its life cycle including initial capital costs, maintenance costs, operating costs, and the asset's residual value at the end of its life.

Useful life. The period over which a capital or infrastructure asset has utility to the City in performing the function for which it was intended.

3. Capital Improvement Planning and Implementation

The CIP is a proposed schedule for the expenditure of funds to maintain, acquire, or construct necessary capital projects over the next five-year period. This plan provides the public, residents, and stakeholders transparent information on how the City plans to address significant capital needs. The Board of Commissioners adopts the City's five-year CIP on a bi-annual basis. The plan is reviewed annually and revised based on current community needs, asset conditions, available resources, and funding opportunities.

The CIP process generally precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners acknowledge that the projects contained in the plan represent a reasonable interpretation of the anticipated needs for the City and that projects contained in the first year of the CIP are suitable for inclusion for the current fiscal year's budget. The Board of Commissioners will adopt the CIP after at least one public hearing is held during a public meeting of the Board of Commissioners. Once adopted, implementation of the projects listed in the Capital Improvement Plan shall follow City Purchasing Policies.

The CIP may be amended by the Board of Commissioners as recommended by the City Manager and after a public hearing is held during a public meeting of the Board of Commissioners. Amendments may include any change to the CIP such as the addition of a new project, change in the priority of a project, change in the proposed commencement year, or adjustment of the estimated project costs.

4. Developing the Capital Improvement Plan

Identify Needs. The first step in capital planning is to identify needs by recognizing and categorizing the City's capital assets and developing a capital asset life cycle for major capital assets. The capital asset life cycle includes costs to operate, maintain, administer, and renew or replace the capital asset. This will assist in identifying the need and schedule for capital asset replacement or major renewal. In addition, the City will use information such as development projections, strategic plans, comprehensive plans, facility master plans, and regional plans to assist in identifying present and future service needs that require capital infrastructure or equipment.

Determine financial impacts. When developing the multi-year capital plan, the full extent of the capital project will be considered, to include the following:

- The scope and timing of a planned project.
- Any potential revenues gained from the completed project.
- Adjusted cost projections based on anticipated inflation for projects spanning more than one year.
- A clear estimate of all major components required to implement a project, including land acquisition needs, design, construction, contingency, and post-construction costs.
- The quantification of ongoing life cycle costs associated with each project and identification of the sources of funding for those costs.

Prioritize capital requests. Capital projects will receive a higher priority based on their alignment with key factors that provide a benefit to the community. The criteria for priority consideration are listed below. Along with the criteria are either clarifying questions, marked with a C, or varying degree questions, marked with a V. Clarifying questions further define the criteria and if a project answers any of these questions with a "yes", it will meet the stated criteria. Varying degree questions will be further prioritized based on how closely the project aligns to that criterion.

- Meets a policy goal or fulfills a strategic objective of the Board of Commissioners.
 - Does the project directly align with a strategic objective of the Board of Commissioners? – C
 - Is the project identified in a recent land use or other study? – C
 - Is the project a specific request of the Board of Commissioners? – V
 - Is the project a specific request of a neighborhood group or other local organization? – V
 - Does the project assist in reducing the annual operating budget? – V
- Is required under a state or federal mandate, law, or regulation.
 - Will the City incur a fine or penalty if this project is not complete? – V
 - What is the deadline for the City to be in compliance? – V
- Mitigates or eliminates a known health or safety hazard.
 - Is the health or safety hazard identified in a plan or study? – C

- Does the project completely eliminate or reduce the hazard? – V
- Maintains and improves the delivery of public services to a significant portion of the population.
 - Does the project significantly impact the entire city, over half the population, or a single neighborhood? – V
- Spurs economic development.
 - Does the project add to the tax base? – C
 - Does the project create employment opportunities? – C
 - Does the project stabilize or revitalize a neighborhood? – C
- Improves the quality or useful life of existing infrastructure.
 - Is the existing infrastructure significantly past its useful life? – C
 - Is the existing infrastructure beyond repair or does the cost of the repair outweigh the cost of replacement? – C
- Includes other funding sources such as state or federal grant funds.
 - Is the project funded by a federal or state grant? – C
 - Does the grant require a City match and at what percentage? – V
 - Are there other government or private entities willing to share in the project cost? – V

5. Allocating Resources to the Capital Improvement Plan

The City recognizes that an effective capital funding strategy requires consideration of a broad mix of funding mechanisms, including but not limited to pay-as-you-go, grants, and debt. The City will maintain a balanced mix of financing sources without excessive reliance on any one source.

Pay-as-You-Go Financing. Refers to the use of current financial resources to fund capital projects, including current revenues, fund balances, grants, and donations.

Pay-as-You-Use Financing. Refers to the issuance of various debt instruments to fund capital projects.

In considering which funding method to utilize for particular projects, the City shall strive to match benefit streams to cost streams as closely as possible over the anticipated useful life of the project and across constituency groups to achieve inter-generational and intra-jurisdictional equity respectively in project financing arrangements.

Regarding intergovernmental grants and private donations, the City will seek to leverage such resources whenever available, provided, those capital projects identified are consistent with capital improvement plans and City priorities, and whose operating impact have been documented in operating budget forecasts.

6. CIP Submission and Review

Departments. In order to evaluate the merits of capital project requests and to allow each project due process in evaluations, capital projects proposed shall be accompanied, at a minimum, by the following information:

- Project title, physical description, and definition of scope
- Demonstration/justification of need
- List of alternative options considered
- Risk assessment
- Project schedule
- Capital cost estimate
- Statement of impact on the operating budget
- Relationship to other planned projects
- Department's priority ranking of the project
- Recommended/anticipated funding sources

Each project shall be described such that development phases are delineated as separate stages of the project, such as land acquisition, design, and construction, and each phase may span beyond a single year.

Finance Department. The Finance Department will establish forms, instructions, deadlines, and procedures for project submittal and review.

City Management. In consultation with department heads and the Finance department, the City Manager's Office will prioritize projects and submit the Capital Improvement Plan with funding recommendations for consideration to the Board of Commissioners.

7. Progress Reporting

City staff will provide a bi-annual update to the Board of Commissioners on the implementation progress of the Capital Improvement Plan.

Budgeting and Financial Plan Policy

City of Shawnee

Budgeting and Financial Planning Policies

- 1. Municipal Budget Act.** With the adoption of Resolution 4855, the City of Shawnee began using and complying with the Municipal Budget Act (Title 11, Oklahoma Statutes, Sections 17-201 through 17-218) for its budget process on April 21, 1980. The City will continue to follow the provisions and requirements of the Municipal Budget Act in its annual budgeting process.
- 2. Balanced Budget.** Under Title 11, OS, Section 17-206, the budget of expenditures for a fund may not exceed the estimated revenues, including budgeted fund balance, for the fund.
- 3. Scope of Budget.** The annual budget shall estimate revenues and make appropriations for spending on all funds estimated to be available to the City during the fiscal year.
- 4. Borrowing for Operations.** The City will not borrow from any external source to fund ongoing operations.
- 5. Fund Balance.** Fund Balance should not be budgeted as revenue to support ongoing operations in the annual budget. Fund Balance may be budgeted to fund one-time expenditures such as capital projects. Fund balance may be drawn upon for cash flow needs and may be used as revenue if other revenue sources in total fall short of the estimate used in the adopted budget.
- 6. Reserves.** To provide cash flow, to meet unexpected needs, and to minimize the disruption caused by decreases in revenues over the course of a fiscal year, City operating funds should maintain two types of reserves: contingency and operating reserve.
 - a. Contingency Reserve.** Each City fund should include an appropriation adequate to fund a Contingency Reserve of a targeted amount of two (2.0) percent of the fund's budgeted expenditures. As needs arise, appropriations may be transferred from the Contingency Reserve account within legal and procedural limitations on transfers. The Municipal Budget Act specifies that no more than ten (10.0) percent of the total budget may be budgeted for miscellaneous purposes. This account is considered a miscellaneous purpose under the Municipal Budget Act because, when initially budgeted, it is unknown for what the Contingency Reserve will be used.
 - b. Operating Reserve.** Operating Reserve is the fund balance carried forward into the next fiscal year that is not budgeted. Each city fund will maintain an Operating Reserve, although the requirements for Operating Reserve differ depending on the type of fund.

General Fund: The General Fund shall maintain operating reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget for that fiscal year. This equates to maintaining approximately two months of expenditures in operating reserves. The Govern-

ment Finance Officers Association (GFOA) recommends a minimum of two months' worth of expenditures be maintained in Operating Reserve. General Fund operating reserves should be counter cyclical; reserve requirements are higher when the financial condition of the City is better so that operating reserves may be drawn down should the financial condition worsen. If the operating reserve falls outside of the above stated range, the City Manager will recommend appropriate action to address the situation. Should Operating Reserve fall below the minimum level, it will be the goal of the City to restore the Operating Reserve back to the minimum level within two years. Should the Operating Reserve exceed the recommended maximum level, the City Manager may recommend it be used to fund one-time expenditures, such as capital projects.

- i. **Other Funds:** Any fund that supports personnel or other ongoing operating expenditures shall maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures of the fund for the ensuing fiscal year. For the purposes of this section, "budgeted expenditures" means total budgeted expenditures and budgeted transfers to other funds for the ensuing fiscal year.
 - c. **Reporting requirements:** The City Manager shall notify the Mayor and Commissioners of reserve and contingency levels for all funds in the proposed budget. The City Treasurer shall include levels and any drawdowns for the General Fund, Shawnee Municipal Authority Fund, and the Shawnee Airport Authority Fund in the monthly financial report to the Commission.
- 7. Performance-based Budget.** The City Manager shall develop and present a budget that includes meaningful measures of the performance of City government in meeting its various service demands. In allocating funds, the City Manager shall take into account the validity of the measures and the ability of departments to meet the expected level of performance in the proposed budget.
- 8. Annual Budget Book.** In addition to the annual budget adopted by the City Commission, the City shall make available an Annual Budget Book on the City's website. This book shall include such additional information as may be useful to residents, including information on programs, performance and staffing levels.
- 9. Appropriations for Fiscal Year.**
- a. **Level of control.** The annual budget shall be filed with the State Auditor and Inspector as required by Title 11, OS, Section 17-209, to the level of specificity required by Title 11, OS, Section 17-213. The annual budget shall make appropriations specific to the fund, department, and general character of expenditure. Funds may be encumbered in accordance with Title 62, OS, Section 310.2 and the City Charter and Code, provided that the unexpended and unencumbered balance of the appropriation as a whole is not exceeded.
 - b. **Transfers.** The Oklahoma Municipal Budget Act (Title 11, OS, Section 17- 201 et. seq) provides for certain transfers of unexpended and unencumbered appropriations by the chief executive officer or designee as authorized by the governing body. In order to streamline the process and decrease delays in processing, the following procedure is put in place:

- i. The City Manager may authorize transfers of any unexpended and unencumbered appropriation, or any portion thereof, from one account class (categories of budget as described in the Municipal Budget Act) to another within the same department, or from one department to another within the same fund, except that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimum required.
 - ii. The City Manager may designate the Assistant City Manager to authorize transfers.
 - iii. The Finance Director may authorize transfers between account classes within any department within the same fund.
 - iv. The City Treasurer will include all transfer-based adjustments to the budget which were made in the prior month, in the monthly financial reports to the Commission.
- c. **Lapsed appropriations.** The fiscal year ends on June 30th. State law, under Title 62, OS, Section 310.4, provides a 90-day period from June 30th to September 30th where claims for payment for goods or services ordered in the previous fiscal year can be made against appropriations from the prior fiscal year. After that time, no further claims can be made against prior year appropriations.

10. Budget Amendments. The annual budget shall be amended in accordance with Title 11, OS, Section 17-216.

- a. The governing body may amend the budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenditures for the fund, due to:
 - i. Revenues received or to be received from sources not anticipated in the budget for that year;
 - ii. Revenues received or to be received from anticipated sources but in excess of the budget estimates therefor; or
 - iii. Unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget.
 - iv. Any appropriation authorizing the creation of an indebtedness shall be governed by the applicable provisions of Article 10 of the Oklahoma Constitution.
- b. If at any time during the budget year it appears probable that revenues available will be insufficient to meet the amount appropriated, or that due to unforeseen emergencies there is temporarily

insufficient money in a particular fund to meet the requirements of appropriation for the fund, then the governing body shall take action as it deems necessary. For that purpose, it may amend the budget to reduce one or more appropriations, it may amend the budget to appropriate fund balance operating reserves, or it may amend the budget to transfer money from one fund to another fund, but no appropriation for debt service may be reduced and no appropriation may be reduced by more than the amount of the unencumbered and unexpended balance thereof. No transfer shall be made from the debt service fund to any other fund, except as may be permitted by the terms of the bond issue or applicable law.

c. As provided in this section, a budget amendment authorizing supplemental appropriations or a decrease in the total appropriation of funds shall be adopted at a meeting of the governing body and filed with the municipal clerk and the State Auditor and Inspector.

Any amendment to the budget of any fund to recognize and appropriate fund balance shall state the reason for the amendment and the estimated impact upon reserve levels.

11. Long-Term Planning. The City Manager shall, at least every other year, prepare and transmit to the Mayor and Commissioners a forecast of City revenues and expenditures for the ensuing five years, and the major financial policy issues likely to be addressed in that five-year period.

12. Decentralization. The City Manager shall make every effort to involve departments in the preparation of the proposed budget and to give managers maximum legal flexibility in encumbering and expending funds once the budget is adopted. See e.g., Title 62, OS, Section 310.2.

13. Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of City infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The City will make efforts to fund capital expenditures through an increase in General Fund spending and commitment of “non-recurring” revenue sources. As a target, the City will work to budget two (2.0) to five (5.0) percent of the General Fund for capital expenditures each year.

14. Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the City’s infrastructure, facilities, and capital investments. The CIP should also address the City Commission’s priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning.

15. Interest and Investment Income. Interest and investment income earned by each fund shall be deposited in the same fund. All interest and investment income shall have the same purpose as that of the fund.

16. Revenues. The City must be sensitive to the balance between the need for services and the City's ability to continually support those services.

a. **Mix of Revenues.** The City should strive to maintain a diversified mix of revenues in order to balance the sources of revenue amongst taxpayers and to provide ongoing stability and predictability. The City will strive to keep a total revenue mix that encourages growth and keeps Shawnee economically competitive and a city of choice for people to live in and do business.

b. **Charges for Services.** As much as is reasonably possible, City services that provide direct benefit should be supported by fees and charges in order to provide maximum flexibility in use of general City taxes so as to meet the cost of services of broader public benefit. Fees should recover full costs, including all direct costs, capital costs, department overhead, and Citywide overhead. Departments that impose fees or service charges should prepare and periodically update cost-of-service studies for such services.

17. Personnel Costs. The primary operational expense of a municipality is personnel. The Annual Budget shall include a summary of the number of employees both by fund and by department.

The City Manager shall implement reasonable financial control measures to limit the risk of personnel costs exceeding the allocations provided in the adopted budget.

Glossary

Glossary

Definitions in quotes are taken directly from the Municipal Budget Act.

1. **Account** - An entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department.
2. **Account class** - A category of expenditures used in the budget and based on the Municipal Budget Act. Specifically, Personal Services, Other Services and Charges, Materials and Supplies, Capital Outlay, Debt Service and Transfers.
3. **Appropriated fund balance** - Any fund balance appropriated for a fund for the budget year.
4. **Appropriation** - An authorization to expend or encumber revenues and fund balance of a fund.
5. **Budget** - A plan of financial operations for a fiscal year, including an estimate of proposed expenditures for given purposes and the proposed means for financing them.
6. **Budget summary** - A tabular listing of revenues by source and expenditures by fund and by department within each fund for the budget year.
7. **Budget year** - The fiscal year for which a budget is prepared or being prepared.
8. **Capital project** - A project to acquire, develop, improve, or maintain City infrastructure, facilities, and/or capital assets (long-term investments held for a period of more than one year).
9. **Chief executive officer** - The mayor of an aldermanic city or a strong-mayor-council city, the mayor of a town, or the city manager or chief administrative officer as it may be defined by applicable law, charter, or ordinance.
10. **Current year** - The year in which the budget is prepared and adopted, or the fiscal year immediately preceding the budget year.
11. **Contingency** - A specific account that is budgeted that is for unanticipated expenditures.

12. **Deficit** - The excess of a fund's current liabilities and encumbrances over its current financial assets as reflected by its books of account.
13. **Department** - A functional unit within a fund which carries on a specific activity, such as a fire department or a police department within a general fund.
14. **Estimated revenue** - The amount of revenues estimated to be received during the budget year in each fund for which a budget is prepared.
15. **Fiscal year** - The annual period for reporting fiscal operations which begins and ends on dates as the Legislature provides or as provided by law.
16. **Fund** - An independent fiscal and accounting entity with a self-balancing set of accounts to record cash and other financial resources, together with all liabilities, which are segregated for the purpose of carrying on specific activities or attaining certain objectives.
17. **Fund balance** - The excess of a fund's current financial assets over its current liabilities and encumbrances, as reflected by its books of account.
18. **Governing body** - The city council of a city, the board of trustees of a town, or the legislative body of a municipality as it may be defined by applicable law or charter provision.
19. **Immediate prior fiscal year** - The year preceding the current year.
20. **Operating reserve** - That portion of the fund balance which has not been appropriated in a budget year.
21. **Municipality** - Any incorporated city or town.

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2024-2025																														
	001	010	101	102	104	105	106	107	108	112	190	191	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709		
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total	
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																														
1 Beginning Budgetary Fund Balance	5,438,371	4,000,000	-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	4,238,624	6,774,399	8,574,157	1,024,081	2,196,495	-	1,426,038	600,000	1,100,000	414,955	297,325	-	3,175,746	-	193,805	42,500	42,129,555	
2 Taxes	22,758,344	-	283,900	414,000	388,945	-	574,000	486,182	486,182	200,000	-	-	3,014,326	3,403,271	3,889,453	-	3,889,453	-	-	-	-	-	-	-	-	-	-	-	-	39,788,056
3 Intergovernmental	401,500	236,500	-	-	-	-	-	-	-	-	905,616	192,198	180,000	-	-	11,013,476	-	-	38,285	1,000,000	-	-	180,000	-	-	-	-	-	14,147,575	
4 License and Permits	578,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	-	-	-	-	606,025	
5 Fines and Forfeitures	317,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	317,500	
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	145,000	15,972,385	-	-	850,000	-	-	-	-	-	-	17,205,620	
8 Rental Revenues	49,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	-	239,700	-	-	-	-	-	302,800	
9 Interest Income	314,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,900	
10 Other Revenues	113,000	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	2,000	2,500	1,500	-	-	55,000	280,000	-	45,000,000	-	226,250	-	50,000	-	4,000	-	45,762,010	
11 Transfers In	5,532,364	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	274,948	4,989,453	910,000	1,439,000	-	230,230	828,582	-	93,376	-	-	14,631,010	
TOTAL	35,741,314	4,236,500	559,260	832,911	749,375	2,200	1,228,852	486,182	486,182	1,410,866	918,816	192,198	7,434,950	10,180,170	12,465,110	12,037,557	6,150,005	488,948	22,734,186	2,510,000	47,539,000	1,264,955	1,173,505	828,582	3,225,746	93,376	197,805	42,500	175,211,051	
APPROPRIATIONS :																														
1 Administration	2,034,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	2,036,983	
2 Accounting	734,032	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	739,508	
3 Information Systems	652,627	-	-	-	-	-	-	-	-	-	-	-	352,350	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,007,294	
4 City Clerk	433,888	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	435,626	
5 Municipal Court	483,278	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	485,595	
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,674	-	-	-	-	5,224	-	-	-	-	923,898	
7 Human Resources	494,059	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	495,797	
8 Community Development	605,193	-	-	-	-	-	-	-	-	30,000	913,760	192,198	550,000	-	1,075,774	-	-	-	-	-	-	-	-	9,216	4,461	-	-	-	3,380,602	
9 Police Department and Emergency Management	10,966,402	4,215,000	-	413,048	-	2,200	-	-	-	-	-	-	1,570,144	-	-	-	-	-	-	-	-	-	-	491,914	185,625	-	-	-	17,844,333	
10 Fire Department	7,043,267	-	-	-	-	-	-	-	-	-	-	-	1,498,846	-	2,005,000	-	-	-	-	-	-	-	-	199,582	2,085	-	-	-	10,748,780	
11 Engineering	493,570	-	-	-	-	-	-	-	-	-	-	-	239,000	485,000	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	1,219,887	
12 Code Enforcement	1,031,621	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	-	-	-	-	-	4,634	2,268	-	-	-	1,088,523	
13 Public Works	1,529,084	-	550,000	-	-	-	-	-	-	-	-	-	606,600	7,335,000	1,012,000	11,834,227	-	-	9,357,622	1,958,000	46,470,000	-	-	51,532	83,837	-	-	80,787,902		
14 Parks, Culture and Recreation	2,082,814	21,500	-	-	-	-	-	-	-	-	-	-	728,750	-	150,000	-	-	478,997	-	-	-	-	-	30,640	187,905	91,726	3,862	-	3,776,194	
15 Expo Center	944,250	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	626,671	-	-	-	1,670,921	
16 Building Maintenance	395,678	-	-	-	-	-	-	-	-	-	-	-	433,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	839,018	
17 Tourism	-	-	-	-	-	-	578,369	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,159	-	-	-	-	579,528	
18 Economic Development	-	-	-	-	388,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	388,000	
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500	
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,057,224	8,118	2,082,894	-	-	-	3,148,236	
21 Contingency Reserve	630,000	-	8,900	-	-	-	11,554	-	-	-	-	-	-	-	-	-	-	8,500	435,000	-	-	-	15,000	-	50,000	1,650	-	-	1,160,604	
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,122,694	-	-	-	3,860,136	-	-	433,274	-	-	-	-	-	-	7,416,104	
23 Transfers Out	867,554	-	-	-	-	-	-	486,182	486,182	-	-	-	500,000	600,000	-	-	3,889,453	-	6,973,057	-	-	-	-	-	-	-	-	-	13,802,428	
TOTAL	31,421,980	4,236,500	558,900	413,048	388,000	2,200	589,923	486,182	486,182	30,000	913,760	192,198	6,530,690	8,420,000	7,465,468	11,834,227	3,889,453	487,497	21,544,489	1,958,000	46,470,000	433,274	1,072,224	828,582	3,225,746	93,376	3,862	42,500	154,018,261	
ENDING BUDGETARY FUND BALANCE RESERVE	4,319,334	-	360	419,863	361,375	-	638,929	-	-	1,380,866	5,056	-	904,260	1,760,170	4,999,642	203,330	2,260,552	1,451	1,189,697	552,000	1,069,000	831,681	101,281	-	-	-	193,943	-	21,192,790	
Percent of Ending Fund Balance/Annual Expenses	13.75%	0.00%	0.06%	101.65%	93.14%	0.00%	108.31%	0.00%	0.00%	4602.89%	0.55%	0.00%	13.85%	20.90%	66.97%	1.72%	58.12%	0.30%	5.52%	28.19%	2.30%	191.95%	9.45%	0.00%	0.00%	0.00%	5021.83%	0.00%	13.76%	
Impact to Fund Balance - Gain/(Loss)	(1,119,037)	(4,000,000)	360	952	945	-	(3,923)	-	-	170,000	5,056	-	(3,334,364)	(5,014,229)	(3,574,515)	(820,751)	64,057	1,451	(236,341)	(48,000)	(31,000)	416,726	(196,044)	-	(3,175,746)	-	138	(42,500)	(20,936,765)	

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2024 through June 30, 2025, as identified on May 6, 2024.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 20, 2024.

Andrea Weckmueller-Behringer, City Manager

(Seal)

Attest:

s/s Lisa Lasyone, City Clerk

RESOLUTION NO. ____

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025.

WHEREAS, the City of Shawnee, Oklahoma has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the budget for fiscal year July 1, 2024 through June 30, 2025, was formally presented to the City of Shawnee City Commission on April 15, 2024, at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Shawnee City Commission conducted a Public Hearing on May 20, 2024, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

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

SECTION 1. The City of Shawnee City Commission does hereby adopt the Fiscal Year 2024-2025 Budget. Legal appropriations are hereby established as follows:

Fund		Appropriation	Total
001 General Fund			
	Administration	2,034,663	
	Accounting	734,032	
	Information Systems	652,627	
	City Clerk	433,888	
	Municipal Court	483,278	
	Human Resources	494,059	
	Engineering	493,570	
	Code Enforcement	1,031,621	
	Community Development	605,193	
	Police Department and Emergency Management	10,966,402	
	Fire Department	7,043,267	
	Public Works	1,529,084	
	Parks, Culture and Recreation	2,082,814	
	Expo Center	944,250	
	Building Maintenance	395,678	
	Contingency Reserve	630,000	
	Transfers Out	867,554	31,421,980
010 GRANT FUND			
	Parks, Culture and Recreation	21,500	
	Police Department and Emergency Management	4,215,000	4,236,500

Fund			
	Department	Appropriation	Total
101 STREET & ALLEY FUND			
	Public Works	558,900	558,900
102 E-911 FUND			
	Police Department and Emergency Management	413,048	413,048
104 ECONOMIC DEVELOPMENT FUND			
	Economic Development	388,000	388,000
105 SPAY/NEUTER FUND			
	Police Department and Emergency Management	2,200	2,200
106 HOTEL/MOTEL SURCHARGE FUND			
	Tourism	589,923	589,923
107 POLICE SALES TAX FUND			
	Transfers Out	486,182	486,182
108 FIRE SALES TAX FUND			
	Transfers Out	486,182	486,182
112 TAX INCREMENT FINANCE FUND			
	Community Development	30,000	30,000
190 CDBG GRANTS			
	Community Development	913,760	913,760
191 CDBG-CV - ODOC			
	Community Development	192,198	192,198
301 CAPITAL IMPROVEMENT FUND			
	Accounting	2,000	
	Information Systems	352,350	
	Community Development	550,000	
	Engineering	239,000	
	Code Enforcement	50,000	
	Police Department and Emergency Management	1,570,144	
	Fire Department	1,498,846	
	Public Works	606,600	
	Parks, Culture and Recreation	728,750	
	Building Maintenance	433,000	
	Transfers Out	500,000	6,530,690

Fund			
	Department	Appropriation	Total
302 STREET IMPROVEMENT FUND			
	Engineering	485,000	
	Public Works	7,335,000	
	Transfers Out	600,000	8,420,000
303 2018 CAPITAL IMPROVEMENT FUND			
	Community Development	1,075,774	
	Fire Department	2,005,000	
	Public Works	1,012,000	
	Parks, Culture and Recreation	150,000	
	Expo Center	100,000	
	Debt Service	3,122,694	7,465,468
304 AMERICAN RESCUE PLAN FUNDS			
	Public Works	11,834,227	11,834,227
306 2023 CAPITAL IMPROVEMENT FUND			
	Transfers Out	3,889,453	3,889,453
350 AQUATIC CENTER			
	Parks, Culture and Recreation	487,497	487,497
601 WORK COMP SELF-INSUR FUND			
	Administration	2,320	
	Accounting	3,476	
	Information Systems	2,317	
	City Clerk	1,738	
	Municipal Court	2,317	
	Utility Billing	5,224	
	Human Resources	1,738	
	Engineering	2,317	
	Code Enforcement	4,634	
	Community Development	9,216	
	Police Department and Emergency Management	491,914	
	Fire Department	199,582	
	Public Works	51,532	
	Parks, Culture and Recreation	30,640	
	Airport	8,118	
	Building Maintenance	10,340	
	Tourism	1,159	828,582

Fund			
	Department	Appropriation	Total
603 INSURANCE RECOVERY FUND			
	Administration	50,000	
	Airport	2,082,894	
	Code Enforcement	2,268	
	Community Development	4,461	
	Expo Center	626,671	
	Fire Department	2,085	
	Parks, Culture and Recreation	187,905	
	Police Department and Emergency Management	185,625	
	Public Works	83,837	3,225,746
701 LIBRARY FUND			
	Parks, Culture and Recreation	93,376	93,376
702 CEMETERY PERPETUAL FUND			
	Parks, Culture and Recreation	3,862	3,862
709 SISTER CITIES FUND			
	Sister Cities	42,500	42,500
Grand Total of Appropriations			82,540,274

SECTION 2. The budget shall be administered in compliance with the provisions of the City Charter, Municipal Code, and statutes of the State of Oklahoma.

SECTION 3. The budget for the City of Shawnee, Oklahoma, now before the City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2024 through June 30, 2025.

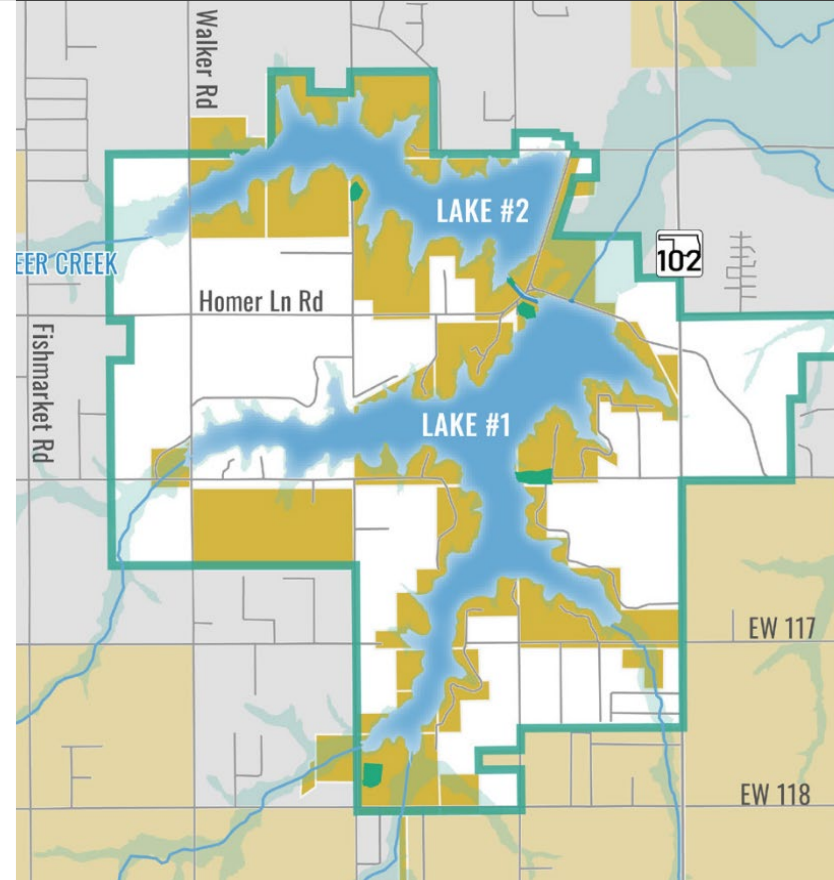
Passed and approved this 17th day of June, 2024

CITY OF SHAWNEE, OKLAHOMA A MUNICIPAL CORPORATION

ED BOLT, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK



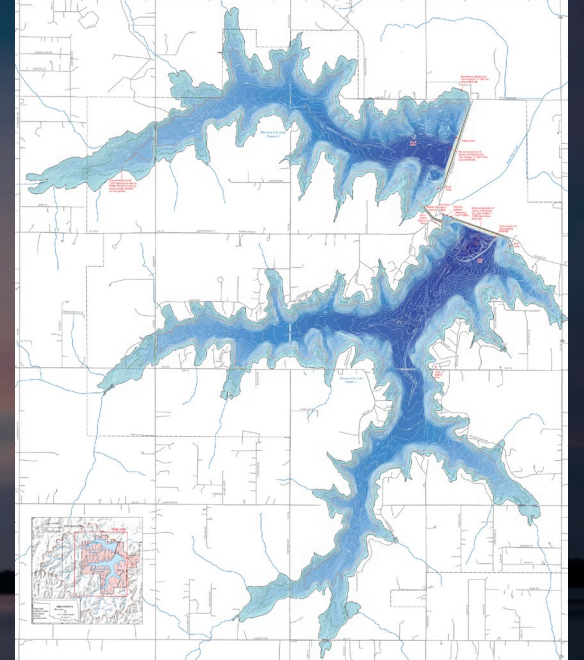
Update on Shawnee Twin Lake #1 Dam

Seth Barkhimer, PE, Director of Engineering

History of Shawnee Twin Lake #1 Dam

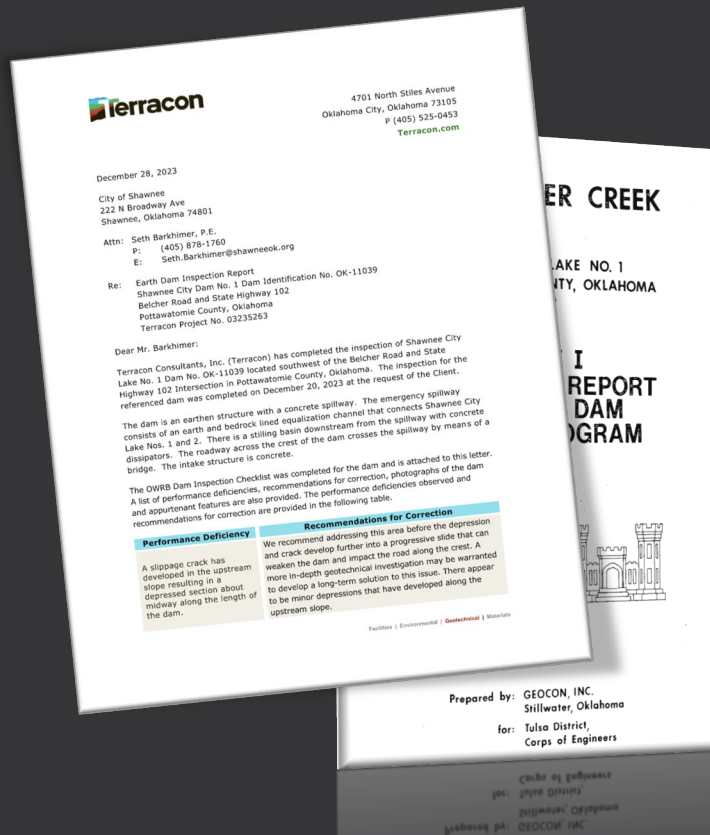


- Lake #1 was built in 1935
- Lake #2 was completed in 1960
- Lakes were connected by an equalization channel in 1962

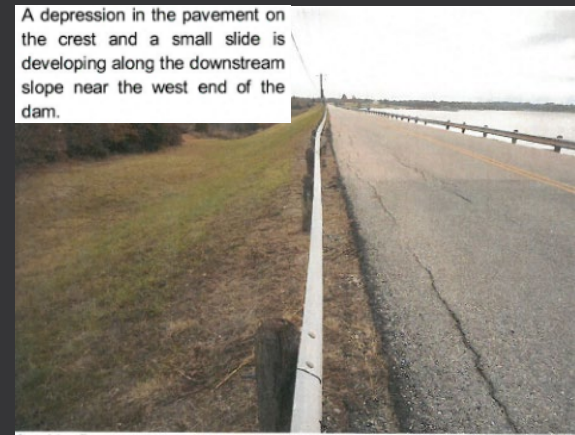


Twin Lakes Dams Inspections

- Lake Dams are evaluated annually by staff and a 3rd party consultant
- Inspection reports are submitted annually to OWRB



Timeline



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



OKLAHOMA WATER RESOURCES BOARD
REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT AGREEMENT
between the City of Shawnee, Pottawatomie County
and Oklahoma Water Resources Board

This Agreement, dated as of the date of the last signature herein but to be effective as provided below, by and between the City of Shawnee, Pottawatomie County (hereinafter "Sub-applicant"), and the Oklahoma Water Resources Board, an agency of the State of Oklahoma and recipient of the Federal Emergency Management Agency's Rehabilitation of High Hazard Potential Dams (HRHPD) Grant.

In accepting said grant, Sub-applicant hereby acknowledges and agrees that in all regards and respects, Sub-applicant must and shall comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board (the "Board") rules, regulations and the Rehabilitation of High Hazard Potential Dams (HRHPD) Grant Program applicable grant policies. Attached are the FY 2021 HRHPD grant conditions and regulations. Without limiting the generality of the foregoing, Sub-applicant agrees to the following:

- Determination of approval of project.** This grant has been approved by the Board for Sub-applicant's project which shall consist of the Shawnee City Lake No. 1 Rehabilitation study, the existing narrative for the project is attached hereto as **Attachment 1**.
- Determination of amount of grant.** The amount of this grant shall not exceed 65 percent of the eligible activity costs or the amount of \$65,000.00 whichever is less.
- Creation and maintenance of separate account.** As a prerequisite to receiving grant funds from the Board, Sub-applicant shall establish to the satisfaction of the Board staff, a special and separate federally insured account entitled "Oklahoma Water Resources Board HRHPD Grant Account" (hereinafter referred to as "HRHPD Grant Account") through which the grant proceeds shall be administered and accounted for by Sub-applicant. Prior to the Board's release of any grant funds, Sub-applicant shall file a letter with the Board identifying the account number for the HRHPD Grant Account. Sub-applicant shall then submit to the Board a monthly invoice detailing the project activities to be funded and the proposed cost of those activities. Once the Board has deemed the proposed activities listed in the invoice are eligible for HRHPD Grant funding and are within the approved scope of work, the Board shall make payment of the grant matching funds, up to 65% of the total eligible activity cost as defined above in Section 2, to the HRHPD Grant Account. Sub-applicant shall then expend funds from the account only as permitted in this HRHPD Grant Agreement, Board rules, and FEMA Guidelines.
- Expenditure of funds in grant account only for authorized Project purposes.** Sub-applicant shall advance or expend funds from the HRHPD Grant Account only toward eligible and authorized purposes for the Project approved by the Board. Authorized Project costs include technical, planning, design, and other pre-construction activities. Construction and operation costs are not allowable for this HRHPD Grant. No portion of grant funds expended from the HRHPD Grant Account for unauthorized purposes shall be repaid by Sub-applicant to the Board, together with payment of interest accrued from the date of the expenditure of the maximum amount allowed by law, no later than thirty (30) days after the date of written demand for reimbursement by the Board. Sub-applicant is responsible for all personnel activities to be conducted under the provisions of this account. Sub-applicant shall maintain proper books, records, and supporting documentation (such as invoices, billing statements, and canceled checks drawn on the HRHPD Grant Account) showing to the satisfaction of the Board staff the amounts and purposes of all expenditures from the HRHPD Grant Account and shall make the same available for inspection and examination by the Board. Any disbursement of grant funds without adequate supporting documentation shall be deemed to be an unauthorized expenditure of grant funds which Sub-applicant shall repay to the Board with interest as provided above. Sub-applicant shall direct to the Board staff any and all questions regarding whether an expenditure is authorized prior to making the expenditure.

May 11, 2022

Terracon

City of Shawnee
222 North Broadway Avenue
Shawnee, Oklahoma 74801

Attn: Mr. Seth Barkhimer, P.E.
P: (405) 878 1760
D: (405) 878 1506
E: Seth.Barkhimer@shawneecok.org

Re: Proposal for Geotechnical Services
Shawnee Lake No. 1 Dam Investigation
Shawnee, Oklahoma
Terracon Proposal No. P03225116

Dear Mr. Barkhimer:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. Our investigation will be to evaluate the stability of the existing dam and provide geotechnical recommendations for the dam rehabilitation as needed. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

ITEM	DESCRIPTION
Location	Shawnee Lake No. 1 located approximately 6.5 miles west of the City of Shawnee, Oklahoma
Existing Topography	Slope downward from south to north. Greasy vegetation on the downstream slope of the dam.
Project Description	The dam varies in height from approximately 10 feet to over 20 feet. Annual inspections of the dam have noted the development of cracks in the pavement along the crest near the west end of the dam. Continued movement in the slope has become apparent due to a depression that has developed in the pavement.
Concerns	Stability of the dam.

Terracon Consultants, Inc. 4701 North 28th Avenue Oklahoma City, Oklahoma 73106
P (405) 553 9455 F (405) 553 9368 terracon.com

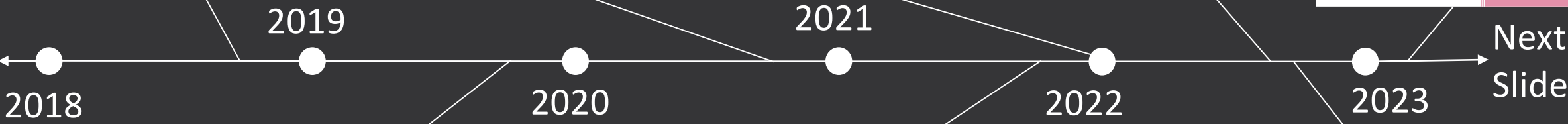
Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

High-Hazard Potential Dam
Amendment for the City of
Shawnee

2023

City of Shawnee
OKLAHOMA

Louise Beth Marshall
L.E. Marshall Consulting, LLC



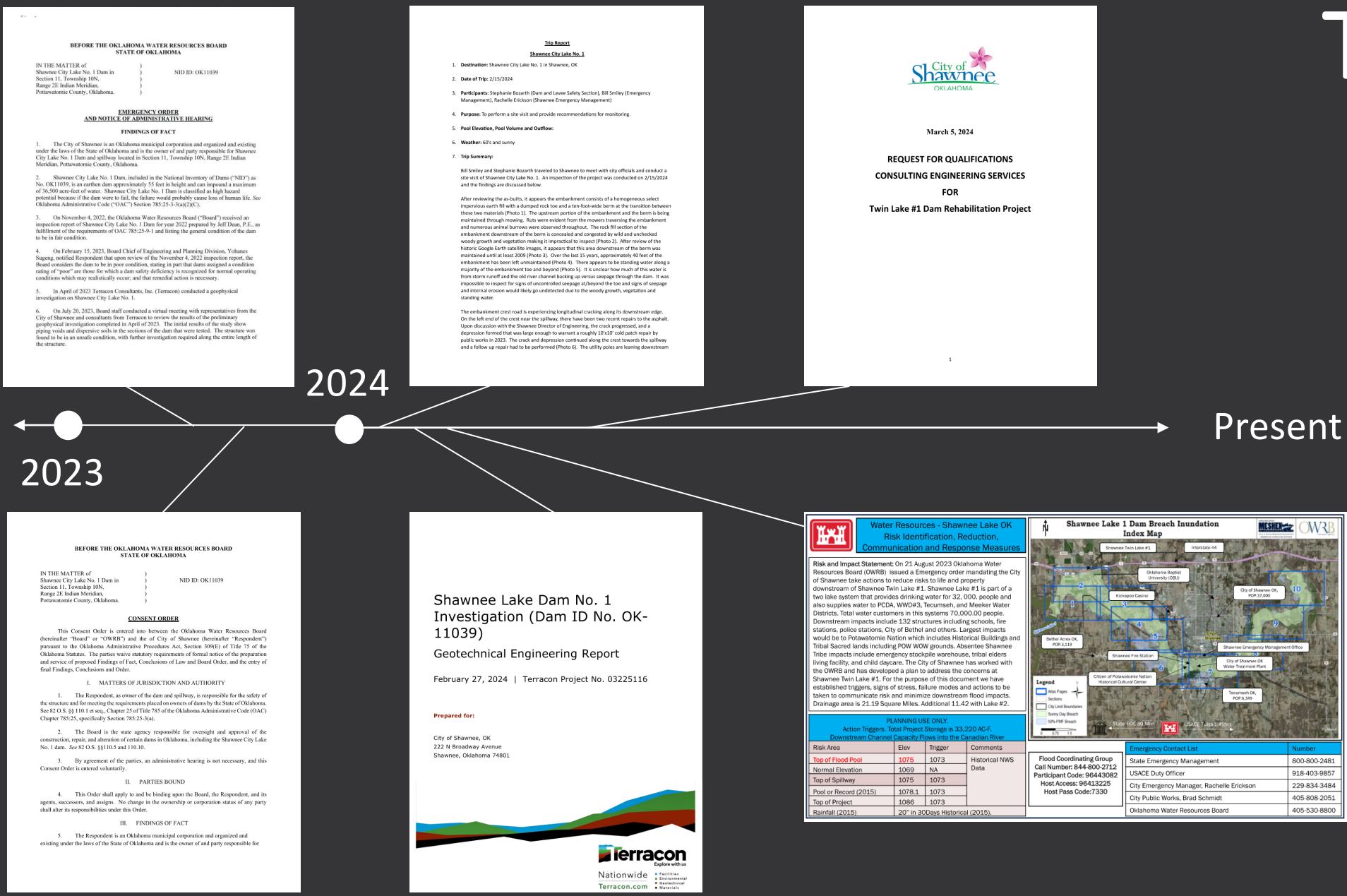
A slippage crack has developed in the upstream slope resulting in a depressed section about midway along the length of the dam.

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



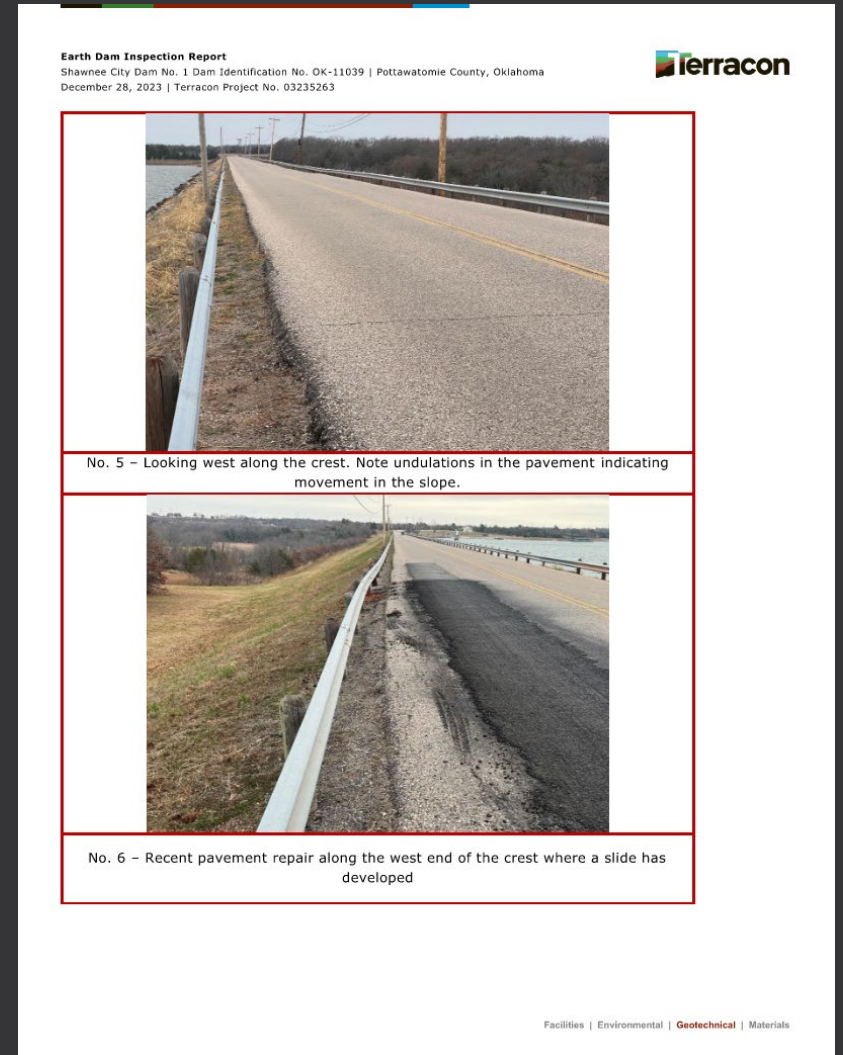
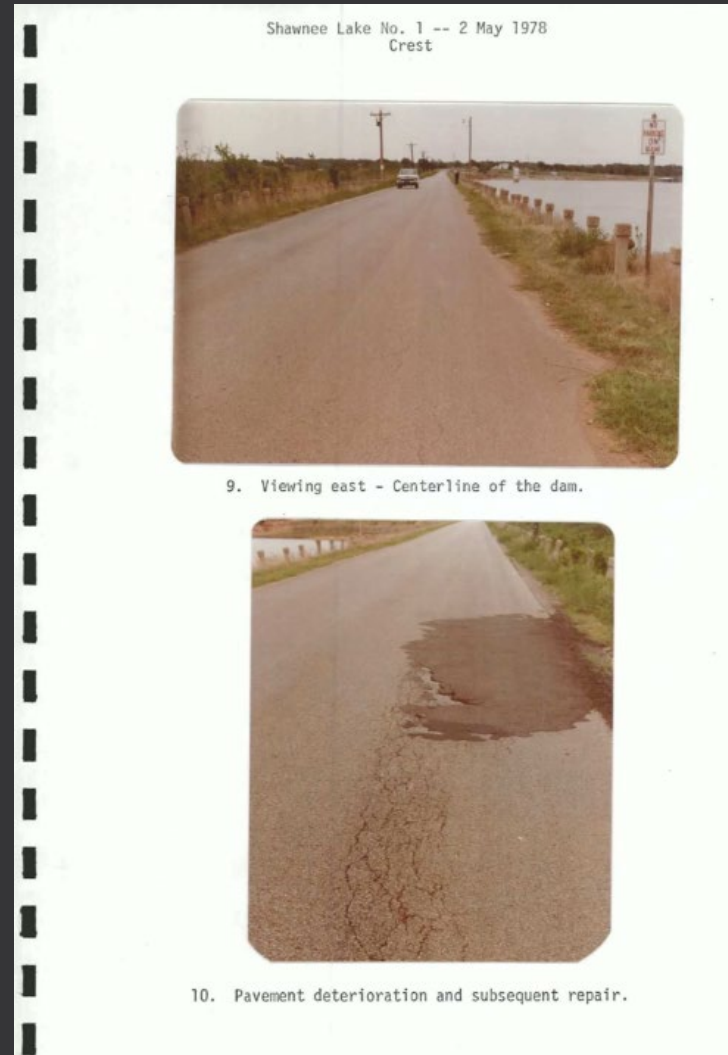
Timeline

(cont.)



Twin Lake #1 Dam Update

- The process works!!



Twin Lake #1 Dam – What's Next

- Hire subject matter expert
- Develop recommendations & project plan
- Secure additional funding
- Follow through with recommendations

Thank you!

Questions?



<https://www.shawneeok.org/dams>



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

Date: June 17, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Contract with Freese and Nichols, Inc. to provide consultant services for the Twin Lake #1 Dam.

Background: In August 2023, staff briefed the City Commission on the preliminary geotechnical field investigation completed by Terracon Consultants Inc. at Shawnee Twin Lake #1 Dam. In addition to that initial investigation, subsequent supplemental investigations covered the entire length of the dam and evaluated both the surface and subsurface soil conditions.

Upon completion of the field investigation, staff coordinated with the Oklahoma Water Resources Board (OWRB) and the United States Army Corps of Engineers (USACE) to determine the best course of action moving forward. In parallel, City staff advertised a Request for Qualifications (RFQ) to secure the services of an engineering firm specialized in dam safety. The City received proposals from two (2) qualified firms. Freeze and Nichols, Inc. (FNI) was subsequently selected to provide services related to the Twin Lake #1 Dam Rehabilitation Project. Shortly thereafter, City and FNI staff began collaborating on the development of the related scope of work.

Now, in concurrence with state and federal partners, City staff is seeking approval for a contract with Freese and Nichols, Inc. for professional services in the preparation of an Engineering Report. This report will evaluate the field investigation data and provide recommendations for potential future dam maintenance and safety projects.

As a reminder, in December 2023, the Shawnee City Commission accepted a grant from OWRB as part of the State of Oklahoma's American Rescue Plan Act (ARPA) funding. The grant is designated for the planning, design, and construction for Shawnee Twin Lake #1 Dam and will cover FNI's presented contract.

Financial Impact: \$262,000; Water System Capital Improvement Fund (SMA), Capital Outlay-Buildings & Improvements - 502-5-1020-54500

Attachments: Professional Services Agreement-Shawnee Lake Dam1 Rehab

Staff Recommendation: Award of the contract

PROFESSIONAL SERVICES AGREEMENT

STATE OF OKLAHOMA §

COUNTY OF POTTAWATOMIE §

This Agreement is entered into by City of Shawnee (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as **Shawnee Twin Lake #1 Dam Rehabilitation**.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
COMPENSATION: City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$262,000.
- III. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- IV. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Pottawatomie County, Oklahoma.
- V. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

City of Shawnee, Oklahoma

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

By:  _____
Name: Victor M. Vasquez
Title: Principal
Date: 6-7-2024
Attest: _____

Victor M. Vasquez V.  Digitally signed by Victor M. Vasquez
V., Location: Austin, TX
Contact Info: vmv@freese.com
Date: 2024.06.07 08:33:32-05'00'

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY OF SHAWNEE

PROJECT UNDERSTANDING

Shawnee Twin Lakes #1 and #2 serve as the primary public water supply source to the City of Shawnee (City) and the surrounding area. The scope of this project includes dam safety engineering professional services on Shawnee Twin Lake Dam #1 to assist the City in addressing deficiencies identified in previous studies/inspections by others. The project will be broken into phases per this agreement and (and future amendments), with this first phase consisting of engineering evaluations and recommendations according to the scope in the following sections. Future phases may be added by amendment to this Agreement and may include additional studies as required, designs, bid/procurement assistance, permitting, and construction phase services.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. FIELD INSPECTION: FNI shall provide professional services in this phase as follows:
 - 1. Conduct a visual site inspection of the crest and slopes of the embankment, spillway, spillway discharge channel, and abutments.
 - 2. Perform inspection in a single day with a multi-disciplinary team experienced in dam safety inspections in Oklahoma with similar structures.
 - 3. Inspect the upstream slope visually from the crest and with a drone from overhead and from the reservoir looking northeast at the embankment.
 - 4. Invite OWRB to accompany the FNI team on the inspection.
- B. TOPOGRAPHIC SURVEYS: CEC, Inc, as a subconsultant to FNI, will conduct surveys to supplement previous survey information from the 2021 surveys provided to FNI by the City. Task will include the following:
 - 1. Perform topographic survey of the entire embankment of Twin Lake Dam #1 and immediate downstream and abutment areas of sufficient detail for 1-foot contours development.
 - 2. Locate spillway crest section and drop structure for Dam #1.
 - 3. Perform topographic survey of downstream spillway discharge channel for a distance of 600 feet.
 - 4. Locate above and below ground utilities, guard rails, and any other known above or below ground structures pertinent to analysis, design, or possible construction work.
 - 5. Perform topographic survey of the emergency spillway entrance and crest area on Twin Lake Dam #2.
 - 6. Compile existing and new CEC survey information into a combined site topographic model.
- C. DOCUMENT REVIEW: FNI will review available historical documents from OWRB and the City related to the design, construction, analysis, investigation, and inspection of Twin Lake Dam #1. Certain documents may also be needed for Dam #2 as it relates to the overall H&H analysis.

- D. HYDROLOGIC AND HYDRAULIC STUDIES: FNI will perform updated flood routing to determine the existing hydraulic adequacy relative to the OWRB requirements for an intermediate, high hazard dam. Task will include the following:
1. Perform watershed delineation based on publicly available LiDAR.
 2. Evaluate precipitation depth and distribution using OWRB's on-line tool.
 3. Develop HEC-HMS model that will be sufficient for existing spillway adequacy evaluation and any potential future spillway alternative modeling/reservoir routing use. This will include incorporation of the emergency spillway on Lake #2.
 4. Develop a limited HEC-RAS model for the connecting channel between the two lakes to better understand the hydraulic behavior during flood events.
- E. SEEPAGE AND SLOPE STABILITY ANALYSIS: Using the data from the 2024 Terracon report FNI will develop independent analysis parameters and perform independent seepage and slope stability analysis as follows:
1. Perform seepage analysis using the SEEP/W software program for up to 2 representative cross sections.
 2. Analyze slope stability for steady-state seepage, rapid drawdown, earthquake and flood condition load cases following the OWRB and USACE guidelines using the SLOPE/W software program for up to 3 representative cross sections.
- F. PRELIMINARY ENGINEERING REPORT (PER): This phase of the project will culminate in a PER that will include the following:
1. Results of field inspection including observations of the various dam components, photographs and location map.
 2. Results of independent seepage and slope stability analysis.
 3. Results of H&H analysis.
 4. Recommendations for monitoring, additional investigations/analyses, dam safety and maintenance repairs/rehabilitations as applicable.
 5. Budget-level cost estimates and conceptual drawings for recommended repair/rehabilitation items.
 6. Peer review of 2024 Terracon report.
- A draft report will be issued for City review. It is assumed that the draft report will be shared with OWRB and potentially USACE. One virtual meeting on the draft report is assumed with the City and one combined with OWRB/USACE. The final report will be prepared after incorporating any draft review comments. It is intended that some or all of the items recommended in the PER for dam safety improvements/modifications will be taken to final design via future amendment to this contract.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. None

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with Table 2 below.

Table 2: Project Schedule

Site Inspection	Within 30 days of NTP
Surveys/H&H Evaluation	Within 120 days of NTP
Draft PER	Within 180 days of NTP
Final PER	Within 21 days of review comment resolution by City of Shawnee, OWRB, and USACE

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to evaluation, design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Seth Barkhimer, PE
Phone: (405) 878-2506
Email: seth.barkhimer@shawneeok.org

FNI's Designated Representative – Colin Young, PE
Phone: (539) 302-2634
Email: Colin.young@freese.com

FNI's Accounting Representative – Billy Metzger
Phone: (512) 617-3177
Email: billy.metzger@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



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

Date: June 17, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Professional Services Agreement with TAP Architecture, for architecture services related to the proposed Animal Shelter.

Background: As captured in the City of Shawnee's approved Capital Improvement Plan, City staff is working towards the construction of a new Animal Shelter. To this end, TAP Architecture has been selected for the design effort, and they have submitted a proposal totaling \$76,880. This proposal encompasses four primary phases:

1. Schematic Design / Design Development
2. Construction Documents
3. Permitting and Bidding
4. Construction Administration

The project will be executed using the Construction Manager at Risk (CMAR) delivery method. Following a Request for Qualifications (RFQ) process, Downey Contracting, LLC has been chosen to fulfill the CMAR role. TAP Architecture, Downey Contracting, and City staff will collaborate to design, bid, and then construct the new Animal Shelter on City property located off North Kickapoo.

Financial Impact: \$76,880.00; Capital Fund, Animal Welfare, Capital Outlay-Buildings & Improvements - 301-5-0640-54200; Project No. 24-0640-01

Attachments: City of Shawnee - Animal Shelter Proposal, B104-2017 - Draft 001

Staff Recommendation: Award of the Contract



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

City of Shawnee, Oklahoma — Animal Shelter

To whom it may concern,

Please find the proposal for the following project. The proposed project is for a new Animal Shelter for the City of Shawnee consisting of a new 5,000 sq. ft. pre-engineered metal building with the back 70' to house the kennels and the front 30' for admin areas.

DESCRIPTION OF SERVICES

The services will be broken into a "4-Phase Proposal" and will consist of architectural, structural, mechanical, electrical and plumbing disciplines to provide design concepts and development, permitting, and construction drawings, along with construction administration.

SCOPE | CONTRACT DELIVERABLES:

The scope of work will include the following:

ARCHITECTURAL DESIGN

- Life Safety Site Plan
- Code / Egress Floor Plans
- Overall Building Plans | Elevations | Sections | Details
- Enlarged Restroom Plans
- Coordinate Consultant Drawings
- Project Specifications on the Drawings
- Apply | Assist with Acquiring Building Permit
- Interior Design Finishes and Schedules

STRUCTURAL DESIGN

- Provide Foundation / Slab Design
- Retaining Wall / Low Concrete Wall Design

MEP ENGINEERING

- Provide HVAC Systems Design
- Provide Plumbing Plans, Schedules, and Details
- Provide Lighting, Power, and Electrical Systems Design
- Provide Electrical Diagrams and Schedule for Panels, Lighting, and Equipment

CONSTRUCTION ADMINISTRATION

- Submittal Review and Processing
- Site Visits / Field Reports During Construction of the Project

ESTIMATED BUDGET

The estimated budget was based off a 5,000 sq. ft. building footprint directed by the city, along with RS Means estimating data to build the costs for the shelter.

5,000 sq. ft. x \$220 / sq. ft. = \$1,100,000.00



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

DESIGN FEE SCHEDULE Broken into a "4-Phase Design Proposal"

Schematic Design / Design Development	\$30,752.00
Construction Documents	\$26,908.00
Permitting and Bidding	\$3,844.00
Construction Administration	\$15,376.00

TOTAL DESIGN FEE **\$76,880.00**

WHAT IS NOT INCLUDED

Survey of the property (estimated \$2,500.00)
Geo-technical testing and reporting (estimated \$2,500.00)
Civil Engineering
Permitting Costs
Reproduction of Documents
Special Inspections

Additional services beyond those described above may be performed at the Owner's approval at an hourly rate or an agreed price.

Reimbursable Expenses are in addition to fees outlined above and will be invoiced at 1.15 times the expense incurred. Reimbursable expenses may include travel, mileage, printing, shipping, or other expenses pre-approved by the Client.

TAP shall remain the copyright owner of any information produced by TAP and gives the owner of the project permission to transmit such information for its use on the Project.

Thank you for calling on TAP for your design needs. Please contact me if you have any questions or need any clarification on our proposed services.

Best Wishes,

A handwritten signature in black ink, appearing to read "Chris Teehee". The signature is fluid and cursive, with a large initial "C" and a stylized "T".

Chris Teehee | Partner & Sr. Project Manager
Office (405) 232-8787 | Cell (405) 640-3362
cteehee@tapokc.com

DRAFT AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 7th » day of « June » in the year « 2024 »
(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 W 19th Street
Shawnee, Oklahoma 74801»
«»
«»

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

«TAP Architecture, LLC»«, Limited Liability Company»
«415 N Broadway Ave
Oklahoma City, OK 73102»
«Telephone Number: 405.232.8787»
«»

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

«Shawnee Animal Shelter»
«1900 W Independence
Shawnee, Oklahoma 74804»
« »

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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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 below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 the professional services set forth in this Agreement 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.

§ 2.2 In accordance with the terms of this agreement, the Architect shall attempt to obtain and maintain for the period of design and construction of the project the following insurance policies with coverage and limits as indicated. 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 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« 1,000,000 each occurrence unless alerted by a Project Amendment.
1,000,000 General Aggregate
Unless altered by a Contract Amendment »

.2 Automobile Liability

«Any Auto
1,000,000 Combined Single Limit
Unless altered by a Contract Amendment »

.3 Workers' Compensation

« at statutory limits.
Unless altered by a Contract Amendment »

.4 Professional Liability

« \$1,000,000 per Claim
\$1,000,000 Aggregate
Unless altered by a Contract Amendment »

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.

ARCHITECTURAL DESIGN

Life Safety Site Plan
Code / Egress Floor Plans
Overall Building Plans | Elevations | Sections | Details
Enlarged Restroom Plans
Coordinate Consultant Drawings
Project Specifications on the Drawings
Apply | Assist with Acquiring Building Permit
Interior Design Finishes and Schedules

STRUCTURAL DESIGN

Provide Foundation / Slab Design
Retaining Wall / Low Concrete Wall Design

MEP ENGINEERING

Provide HVAC Systems Design
Provide Plumbing Plans, Schedules, and Details

Provide Lighting, Power, and Electrical Systems Design
Provide Electrical Diagrams and Schedule for Panels, Lighting, and Equipment

CONSTRUCTION ADMINISTRATION

Submittal Review and Processing
Site Visits / Field Reports During Construction of the Project

§ 3.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 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. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Owner shall allow at minimum, two (2) weeks for any modifications made after an approved milestone. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner or Contractor with filing application forms and documents required for International Building Code (IBC) compliance by the authority having jurisdiction (AHJ) and shall be responsible for any revisions required for compliance with the International Building Code (IBC). All fees associated with permitting/approvals are the responsibility of the Owner and/or the Contractor.

§ 3.1.4 As part of Basic Services, the Architect shall notify the Owner of any additional permits/approvals required beyond IBC compliance. In support of any permits/approvals required for the Project beyond IBC compliance, the Architect shall provide one electronic set of design drawings as part of Basic Services. Additional permits/approvals examples include without limitation, zoning, revocable(s), district design(s), health department, sign, traffic management, detention, landscape, etc. The Owner may request in writing the Architect perform services to secure additional permits/approvals required for the Project such as, but not limited to attending meetings, in-person or virtual presentations, correspondence, changes to the IBC compliant design based on review comments from AHJ's. Any Owner requested and authorized services provided in support of additional permits/approvals will be invoiced hourly as an Additional Service.

§ 3.2 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's written approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a Statement of Probable Cost of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's written approval of the Design Documents, the Architect shall prepare for the Owner's written approval Construction Documents consisting of Drawings and Specifications setting forth in detail the

requirements for the construction of the Work with the knowledge that modifications to program, plans, or scope contrary to the approved documents from the Design Phase may only be made following a request and approval by the Owner. If changes are agreed by both parties, the Architect shall provide the requested changes as an Additional Service. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the Statement of Probable Cost or parametric for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's written approval of the Construction Documents and of the latest Statement of Probable Cost or parametric of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction. Services beyond assistance to the Owner in obtaining bids and awarding and preparing contracts shall be billed hourly as an Additional Service.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

« 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) observations for any portion of the Work to determine whether such portions of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 One (1) observation for any portion of the Work to determine final completion.

»

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services « sixteen » (« 16 ») visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 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, managed, coordinated, 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, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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 in which case the Architect shall be compensated for the added value of the Project;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time in which case the Architect shall be compensated to rebid or renegotiate the Project;
- .3 terminate in accordance with Section 9.5 in which case the Architect shall be compensated for all services provided to the date of termination and the Owner shall have no additional financial responsibility to the Architect;
- .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 if the bid amount exceeds 10% of the Architect's Statement of Probable Cost or parametric, the Architect's services 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 when 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6.

§ 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 Mediation, 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. 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.

§ 8.2.3 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.)

☒ **[« X »]** 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 the Agreement.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all 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:

« Re: Section 9.6 »

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

« To be negotiated with Owner in event of termination »

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

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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as 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 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 The Architect makes no warranty, either expressed or implied, as to findings, recommendations, plans, specifications, or professional advice. The Architect will endeavor to perform services in accordance with generally accepted standards of practice in effect at the time of performance of services. The Owner recognizes that neither the Architect nor its consultants owe any fiduciary responsibility to the Owner. Notwithstanding the foregoing, the Architect and its consultants shall work on behalf of the Owner, putting the Owner's interest ahead of its own, with duty to preserve good faith and trust.

§ 10.11 To the maximum extent permitted by law, the Owner agrees to limit the Architect's total aggregate liability for damages to the Owner to a sum not greater than the fee paid to the Architect. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 10.12 To the maximum extent permitted by law, the Architect shall not be liable for damages to the Owner for Value Engineering Items which originate with the Contractor or the Owner. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 10.13 The Architect's liability for the project shall extend a period of « two » (« 2 ») years beyond completion of services, Substantial Completion of the Project, or Owner Occupancy, whichever occurs first.

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)

« »

- .2 Percentage Basis
(Insert percentage value)

« Seven » (« 7 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For Supplemental Services identified in Section 4.1, 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.)

« Hourly, negotiated or a stipulated sum as noted in Section 4.2. »

§ 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.)

« Hourly based on current rates at the time services are provided. »

§ 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 « fifteen » percent (« 15 » %), or as follows:

« »

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

Design Phase	« forty »	percent (	« 40 »	%)
Construction Documents	« thirty-five »	percent (	« 35 »	%)
Phase				
Bidding	« five »	percent (	« 5 »	%)
Construction Phase	« twenty »	percent (	« 20 »	%)
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, if any, 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.)

« Refer Exhibit: "2023 Hourly Rate Schedule" for hourly billing rates. »

Employee or Category

Rate

§ 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 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, 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;
- .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 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 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 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of « zero » (\$ « 0 ») 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.

§ 11.9.2 Progress Payments

§ 11.9.2.1 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 « thirty » (« 30 ») 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.)

« one and one half percent » % « 1.5% »

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to 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 B104™-2017, Standard Abbreviated Form of 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:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

« »

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

« »

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

OWNER (Signature)

«Andrea Weckmueller-Behringer», City
Manager»

(Printed name and title)

ARCHITECT (Signature)

«Christopher Teehee», Director of Project
Management / Managing Member»

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



Emergency Management Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 17, 2024
To: Board of City Commissioners
From: Rachelle Erickson, Emergency Management Director
Subject: Consideration of an Amendment to the Consulting Services Agreement with Del Sol Consulting, Inc.

Background: In order to assist with the orderly and expeditious assessment and rebuilding, the City of Shawnee had requested proposals from qualified firms for consultant services related to disaster recovery. The City's intent was to establish a contract to be utilized for the continued response to the April 19, 2023, tornado and also, as required and needed, for a future event that would necessitate disaster response and recovery. Following the issuance of the Request for Proposals (RFP), City staff received two (2) qualified responses, one of which was submitted by Del Sol Consulting, Inc.

Based on their favorable evaluation, Del Sol Consulting, Inc. was chosen to serve as the owner's representative and consultant for FEMA coordination, insurance claims, related administrative tasks, as well as program and construction management for state and federally funded recovery projects.

The initial agreement was approved on June 9, 2023, and is currently set to terminate on June 30, 2024. As Del Sol Consulting, Inc.'s services are vital to the continued recovery of the City of Shawnee, staff is requesting that Amendment 1 to the current agreement be approved that would extend the current termination date to June 30, 2025.

Financial Impact: None at this time

Attachments: Del Sol-Shawnee Agreement.060923, Del Sol-Shawnee.Amend1.050624

Staff Recommendation: Approval of the contract amendment



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 Melissa Barclay 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 Danny Vise, Jr. 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

DocuSigned by:



Signature

Blythe D. Dorris – President

Name (Printed or Typed)

6/13/2023

Date

CLIENT

DocuSigned by:



Signature

Danny Vise, Assistant City Manager

Name (Printed or Typed)

6/13/2023

Date



May 6, 2024

Andrea Weckmueller-Behringer | AICP, GISP, RAS
City of Shawnee | City Manager
16 West 9th Street | Shawnee, OK 74801

Re: Amendment #1 Consulting Services Agreement

Dear Andrea Weckmueller-Behringer:

This letter shall serve as our proposal for the first amendment to the consultant contract between the City of Shawnee and Del Sol Consulting, Inc. ("Contractor") dated June 9, 2023 ("Consulting Services Agreement").

Del Sol Consulting, Inc. shall continue to perform duties consistent with those identified in the Services Agreement for a term beyond the currently engaged schedule. This amendment will extend the current contracted termination date of June 30, 2024, to June 30, 2025. All terms and conditions in the Services Agreement remain in effect during the term of this extension. The fee for this role will continue to be invoiced on an hourly basis at the rate specified in the Services Agreement, with a three percent (3%) escalation in hourly rates.

Please let me know if anything further is required in order to facilitate this engagement. If the terms of this amendment are acceptable, you may execute this document or use it in conjunction with a different method of documentation.

Thank you again for your consideration and trust in our team; we look forward to continuing our service to the City of Shawnee.

Respectfully,

Blythe D. Dorris
President
Del Sol Consulting, Inc.

Accepted:

Andrea Weckmueller-Behringer
City Manager, City of Shawnee, Oklahoma

Cc: Michael Dorris, Jr.



Emergency Management Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 17, 2024
To: Board of City Commissioners
From: Rachelle Erickson, Emergency Management Director
Subject: Consideration of a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for 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. The agreement requires the issuance of task orders that include a scope of services in order to engage with the consultant.

This will be the third task order under this agreement. It includes a not-to-exceed (NTE) provision of \$500,000 and provides that the consultant will perform the following services through June of 2025:

- 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 that the City Commission authorize the City Manager to execute the Task Order.

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

Attachments: Del Sol-ShawneeTO3.042524

Staff Recommendation: Approval of the Task Order

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. 3

TASK ORDER TO
CONSULTING SERVICES

Project No. _____
Effective Date: May 1, 2024

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 two million one-hundred seventy-five thousand four hundred and forty one dollars (\$2,175,441) and can only be spent once a Notice to Proceed is issued. Rates shall be at those listed on the projected budget submitted by Consultant and attached hereto.

4. Start Date:

May 1, 2024

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

Services shall be performed as necessary until June 30, 2025.

6. Special Terms and Conditions:

7. Key Personnel:

Matthew Barclay, Charburn Richardson, Frank Saxton, Michael Dorris, Joanna Ragas, Brandi Masson, Gavin Chestnut, Courtney Landry, Melissa Barclay, Jake Springer, Amy Krohn, Cary Bock, and other personnel that would be deemed necessary

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



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Contract with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center.

Background: The Heart of Oklahoma Exposition Center (Expo) is owned by the City of Shawnee. The facility is located just west of the Shawnee Regional Airport, and the Expo grounds are easily accessible from Highway 177. In operation since 1981, the Expo grounds encompass 52 acres and include fairgrounds with a conference center, outdoor and indoor arena seating, and a full-service 700-spot RV park. Its layout allows for the hosting of agricultural exhibits and events, trade shows, and corporate gatherings. In the last Fiscal Year with almost daily events, the Expo saw just under 300,000 visits from 111,000 unique visitors.

Although owned by the City, the day-to-day Expo operations are managed through a contract with a venue management firm. The current agreement with Global Spectrum, L.P. became effective on August 1, 2019, and its associated end date was most recently amended to be September 30, 2024. In light of the approaching contract end date, the City of Shawnee advertised a Request for Qualifications (RFQ) to receive proposals from qualified firms for the management and operation of the Heart of Oklahoma Exposition Center. Proposals were due on May 17, 2024.

Staff received one (1) qualified response, which was reviewed for compliance and found to be responsive and complete. Based on this detailed review, staff recommends approval of a contract with Global Spectrum L.P., doing business as Oak View Group, to manage the City of Shawnee's Heart of Oklahoma Exposition Center. Staff will also provide all relevant documents with the Shawnee Civic & Cultural Development Authority at their upcoming June 20, 2024, regularly scheduled meeting.

Financial Impact: \$899,250 for Fiscal Year 2024-2025; General Fund, Expo, Other Contractual Services - 001-5-1210-53390

Attachments: RFQ 2024-108 Expo Management and Operations - Professional Services, OVG x Heart of OK (final), Management Agreement.7-1-24 to 6-30-29

Staff Recommendation: Authorize the City Manager to execute agreement



**Request For Qualifications and Proposals for:
Expo Management and Operations - Professional Services
RFQ# 2024-108**

Sealed Bids Due Friday, May 17, 2024, at 11:00 a.m. (Central Standard Time)

Issued by:
City of Shawnee, Oklahoma

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional
Services

Submittal shall be sent to:
City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801

Sealed Envelope should be clearly marked:
RFQ# 2024-108
Expo Management and Operations -
Professional Services

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.:	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.:	TOLL FREE TEL. NO. (800):
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

() There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

() The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional Services

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Firm Submitting Proposal

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFQ (Print)

Title

Signature

Date

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional Services

STATEMENT OF NEED

The City of Shawnee is seeking qualified Respondents to manage and operate its Heart of Oklahoma Exposition Center. The center is a premier event venue with a diverse history of hosting various events, including concerts, equestrian events, trade shows, weddings, and more.

The selected Respondent will be responsible for onsite venue management, event attraction and marketing, hospitality including food and beverage services, and the solicitation of event sponsorships.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

April 11 & 16, 2024:	Advertising of Request for Qualifications and Proposals
May 1, 2024, at 5:00 pm:	Last day and time to submit written questions
May 3, 2024:	Responses to submitted questions posted online
May 17, 2024:	RFQ responses due no later than 11:00 a.m. (CST)
May 24, 2024:	Selection Committee evaluation of proposals
June 17, 2024:	Selection recommendation to City Commission for approval
June 18, 2024:	Contract execution / Notice to Proceed
October 1, 2024:	Estimated start of contract

1. SCOPE OF SERVICES:

The City of Shawnee is seeking a qualified Respondent to manage and operate its Heart of Oklahoma Exposition Center. The center is a premier event venue with a diverse history of hosting various events, including concerts, equestrian events, trade shows, weddings, and more.

The selected Respondent will be responsible for onsite venue management, event attraction and marketing, hospitality including food and beverage services, and the solicitation of event sponsorships.

1.1. Scope of Work

1.1.1. Expo Venue Management: Oversee the day-to-day operations of the center, ensuring smooth event execution and customer satisfaction.

1.1.1.1. Coordinate all aspects of event planning and execution, including scheduling, setup, and teardown.

1.1.1.2. Ensure compliance with all relevant regulations and safety standards.

1.1.1.3. Provide onsite staff for event supervision and customer service.

1.1.1.4. Maintain the facility in a clean and functional condition.

1.1.2. Food Services and Hospitality: Provide high-quality catering services for events and manage concessions.

1.1.2.1. Develop and implement a diverse and appealing menu for events.

1.1.2.2. Manage food preparation, service, and cleanup.

1.1.2.3. Ensure compliance with health and safety regulations.

1.1.2.4. Provide catering options for events of all sizes.

1.1.3. Marketing and Corporate Partnerships: Develop and implement marketing strategies to attract and promote events, as well as secure corporate partnerships.

1.1.3.1. Work with the City of Shawnee, Department of Tourism dba Visit Shawnee to attract and cross promote events of mutual benefit.

1.1.3.2. Develop and implement marketing strategies to attract a wide range of events.

1.1.3.3. Manage social media accounts and online presence to promote events and the venue.

1.1.3.4. Coordinate with local businesses and organizations to cross-promote events.

1.1.3.5. Identify and pursue potential corporate partnerships and sponsorships.

1.1.4. Administrative Services: Handle all administrative tasks related to event planning and execution.

1.1.4.1. Manage event bookings, contracts, and payments using current industry best

practices.

1.1.4.2. Provide monthly and annual financial reports and budget updates.

1.1.4.3. Coordinate with vendors and suppliers for event needs.

1.1.4.4. Maintain accurate records of all events and activities.

1.1.5. Financial Management: Manage finances related to the center's operations, including budgeting and revenue generation.

1.1.5.1. Develop and manage the annual budget for the venue.

1.1.5.2. Maximize revenue through efficient pricing strategies and cost control measures.

1.1.5.3. Ensure all financial transactions are conducted in accordance with municipal policies and procedures.

1.1.5.4. Provide monthly financial reports to the municipality.

1.1.6. Other Services:

1.1.6.1. Provide assistance and support for special events and projects as requested by the municipality.

1.1.6.2. Implement sustainable practices to reduce the venue's environmental impact.

1.1.6.3. Continuously evaluate and improve services based on feedback from clients and attendees.

1.2. Minimum Requirements

1.2.1. Qualifications of the Firm: Demonstrated experience in managing similar event venues, including references and a portfolio of past projects.

1.2.1.1. Proven experience in managing and operating large-scale, municipal- or state-owned event venues, preferably with a focus on livestock and agricultural exhibitions.

1.2.1.2. Demonstrated ability to handle diverse events, including concerts, trade shows, rodeos, and social gatherings.

1.2.1.3. Knowledge of animal industry regulations and exhibition requirements to ensure compliance.

1.2.2. Qualifications of Staff: Experienced and skilled personnel, including event managers, marketers, and hospitality professionals.

1.2.2.1. Experienced event managers with expertise in livestock exhibitions and agricultural events.

1.2.2.2. Skilled hospitality professionals capable of providing high-quality food and beverage services.

- 1.2.2.3. Marketing specialists proficient in promoting events and securing sponsorships.
- 1.2.3. Technical Approach: Detailed plan for managing and operating the center, including innovative ideas for revenue generation and cost control.
 - 1.2.3.1. Detailed plan for managing event logistics, including scheduling, setup, and teardown.
 - 1.2.3.2. Innovative strategies for attracting diverse events and maximizing venue utilization.
 - 1.2.3.3. Commitment to maintaining high standards of animal welfare and safety.
- 1.2.4. Requirements for Management Cost Proposal: Clear and competitive pricing for the management services, including a breakdown of costs and fees.
 - 1.2.4.1. Clear and competitive pricing structure for venue management services, including staffing, utilities, and maintenance.
 - 1.2.4.2. Transparent breakdown of costs and fees associated with event coordination and marketing efforts.
- 1.2.5. Other Pertinent Proposal Information: Any additional information that demonstrates the consultant's qualifications and capabilities.
 - 1.2.5.1. Evidence of successful partnerships with local businesses and organizations to enhance event offerings and community engagement.
 - 1.2.5.2. Demonstrated ability to implement sustainable practices and initiatives within the venue, such as waste reduction, energy efficiency, and environmental stewardship.
 - 1.2.5.3. Willingness to engage with the public and solicit feedback to improve the overall event experience and community engagement.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Submittal Remittance

Send sealed submittal to:

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope

RFQ# 2024-108 Expo Management and Operations - Professional Services

Due Date: Friday, May 17, 2024 at 11:00 a.m. (Central Standard Time)

2.2. Instructions to Professionals

- 2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink, and FOUR copies, and one (1) electronic form (on a USB drive) of the complete submittal package that can be reproduced. All copies shall be in the exact format as the original including the binding requirements in Section 2.4.2.
- 2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.
- 2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee 's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.
- 2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.
- 2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Qualifications and Proposals, or until one or more of the proposals have been awarded.
- 2.2.6. Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.
- 2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.
- 2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:
 - 2.3.1. Signed Proposal Cover Sheet.
 - 2.3.2. Acknowledgement of number and date of addenda received. (Attachment C)
 - 2.3.3. Cover Letter of Interest - One page – Provide a statement indicating your ability to provide timely service and describe the benefits the City will receive from selecting your company. Cover letter to be signed by a fully authorized official of the firm.
 - 2.3.4. Company profile including but not limited to: State of Oklahoma License (as applicable).
 - 2.3.5. Years in business under current or previous names.
 - 2.3.6. Company Project Team – List the executives and staff members from your company that would be working on this project; list their relevant experience for a similar

scale and type of project. For the project manager, superintendent and any other key staff members that you think are key to your success in managing projects, provide at least one client reference from a recent project.

- 2.3.7. If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.
- 2.3.8. If the Respondent elects to sub-contract, the Respondent shall submit a list of Sub-Contractors, to include qualifications and experience as well as sub-contract terms and conditions, and subcontractor compensation or subcontractor billing rate.
- 2.3.9. Company Experience and Client References: Provide two relevant projects preferably in our region within the last 5 years that are of a similar building usage and scale and client references for your company from these projects.
- 2.3.10. Litigation History: Provide five years of history and any current litigation including a summary of each case. Provide a statement of assurance that any current or pending litigation will not have an adverse financial effect on the performance of the project.
- 2.3.11. Certification of WBE, MBE, or DBE, if applicable.
- 2.3.12. Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352
- 2.3.13. Attachment B: No Proposal Notification, if necessary
- 2.3.14. Attachment D: Non-Collusion Affidavit
- 2.3.15. Attachment E: Conflict of Interest Certification
- 2.3.16. Attachment F: Affidavit of Single Submittal
- 2.3.17. If the Respondent fails to supply all required information, the submission may be deemed non- responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

- 2.4.1. Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of the City of Shawnee's needs.
- 2.4.2. Submittals should be printed on letter size paper (8 ½" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not use metal-ring hard cover binders.
- 2.4.3. Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS RFQ.** Additional optional attachments that are listed in the SUBMITTAL CONTENT

section may be included at the end of the submittal packet.

- 2.4.4. Separate each part of the submittal packet by using a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.
- 2.4.5. Submittals are to be double sided with each side counted as a page. Table of Contents, 1 page Cover Letter, Submittal Cover Sheet and Divider tabs do not count toward total page count.
- 2.4.6. Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.
- 2.4.7. At the discretion of the Respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.
- 2.4.8. Detailed staff resumes including list of industry certifications may be included as a second attachment to the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.
- 2.4.9. Trade Secrets: To invoke the provision of the State of Oklahoma, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Oklahoma, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.
- 2.4.10. Public Records: In accordance with the State of Oklahoma (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and Proposals and the responses thereto are public record. Also, please be aware that the City publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a

public records request.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFQ and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Qualifications and Proposals.

2.5.3. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent’s response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: Danny.Vise@Shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: Danny.Vise@Shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum.

All addenda issued by the City of Shawnee shall become a part of the RFQ, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request for Qualifications and Proposals – Expo Management and Operations - Professional Services should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr.
16 W. 9th Street
Shawnee, OK 74801

Or via email to: danny.vise@shawneeok.org

2.6. Provisions for Recommendation: It is expressly understood that the City's recommendation of selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected proposer. It is further expressly understood that no contractual relationship exists with the City until a contract has been approved by the City and formally executed by the City. It is also understood that the City of Shawnee reserves the right to the following:

2.6.1. Reject any and/or all Proposal submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the RFQ and/or issue addenda to the RFQ, in the event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those who received the RFQ.

2.6.4. Cancel or re-issue the Request for Qualifications and Proposals, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Request additional information or require a meeting with the Respondent for clarification.

2.6.9. Request presentations from Respondents following submission of the Proposals submittal.

2.6.10. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who

have expertise regarding, or some experience with, the subject matter of the RFQ or, individuals who could be characterized as recipients, beneficiaries, or users of the RFQ's subject matter. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

- 3.2. In determining the professional services firms whose Proposals are in the best interests of the City of Shawnee and a Quality Based Selection. The following criteria, among possible others, will be considered:

General professional impression	15 pts
Demonstrated understanding of the scope requirements	15 pts
Firm's track record of management of venues of similar size and character	15 pts
Proposed team's ability and capacity to perform the work	15 pts
Firm's track record of corporate partnerships and sponsorships	15 pts
Financial Proposal	20 pts
Socioeconomic Contractors (WBE, MBE, DBE)	5 pts

Ability to accurately estimate and complete the project within available budget

Maximum Point Total 100 pts

- 3.3. By submitting a response to this RFQ, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by the City of Shawnee.
- 3.4. In-Person Interview may be requested by the City of Shawnee for all firms that are considered for short list selection.
- 3.5. It is incumbent upon each Respondent to furnish complete and relevant information to receive proper consideration. The committee could develop a short list for firms to interview. The number of shortlisted firms will depend on the number of responses received.
- 3.6. The City of Shawnee reserves the right to reject any or all proposals and issue subsequent Requests for Qualifications and Proposals and negotiate any and all provisions contained herein.
- 3.7. Interviews
- 3.7.1. The interview may consist of up to a 30-minute presentation by the Respondent, a 15-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.
- 3.7.2. Upon completion of the interviews a firm will be selected. The selected firm will commence negotiations of a fee for services with the City.
- 3.7.3. If an agreement for services cannot be reached with the selected firm, the City will begin negotiations with another firm that the selection committee believes is the next best alternative. The same process will be repeated with the other firms if no such agreement can be reached. Upon successful negotiations with a firm, the City

may enter into a contract with the selected firm. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

3.7.4. Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

4. GENERAL TERMS AND CONDITIONS:

- 4.1. Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed. Following successful negotiations, this RFQ will be superseded by the negotiated Agreement and its related contract documents
- 4.2. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.3. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected. the City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.4. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.
- 4.5. Governing Law and Venue: This RFQ and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma and the City of Shawnee, Oklahoma.
- 4.6. Appropriated Funds: The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.
- 4.7. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.8. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.9. Observance of the City of Shawnee Rules and Regulations: Firm agrees that at all times its employees will observe and comply with all policies and procedures of the City of

Shawnee, including but not limited to smoking, parking and security directives. The firm will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.

- 4.10. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other firms for services and/or commodities similar to those specified within this RFQ.
- 4.11. Limitations of Remedies and Indemnification: Any firm awarded the RFQ accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. the City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. the City of Shawnee does not agree to indemnify the vendor.
- 4.12. The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this RFQ may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this RFQ.
- 4.13. The professional service firm shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.
- 4.14. The agreement between the firm and the City of Shawnee may be cancelled by mutual written agreement of both parties upon ninety (90) days' notice. the City of Shawnee may cancel the agreement effective thirty (30) days after a written notice from the City of Shawnee is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.
- 4.15. It is the intent of the City to enter into a three (3) year agreement, with a renewal option clause for two (2) additional three (3) year renewal terms for services as described herein.
- 4.16. The Respondent awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFQ. The City shall have access to all records, documents, and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction. The Respondent will work with the City to provide all documentation necessary and required for federal reimbursement, if applicable.

4.17. The professional services firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.

4.18. Insurance: Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.18.1. The firm will obtain all insurance required under this agreement before commencing work and shall furnish the City of Shawnee with a certificate of insurance as proof of coverage. Companies writing insurance under this article must be licensed to do business in the State of Oklahoma. All costs for insurance will be borne by the firm. With the exception of professional liability, all policies shall be written on an "occurrence" not "claims made" basis.

4.18.2. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.18.3. Each insurance policy maintained by Contractor must be endorsed as follows:

4.18.3.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)

4.18.3.2. "Underwriters waive all rights of subrogation against the City of Shawnee."

4.18.3.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.18.4. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.18.5. The firm shall maintain the following:

4.18.5.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.18.5.2. The firm shall maintain general liability coverage during the term of the agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against

Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers. The firm shall provide certification of such insurance and a copy of the policy upon request.

4.18.5.3. The firm shall maintain automobile liability coverage during the term of the agreement. The minimum limit of this coverage shall be \$1,000,000 combined single limit for bodily injury and property damage. Liability coverage to be provided for “Any Auto” or “All Owned Autos and Hired and Non-owned Autos.” If the firm owns no vehicles, then a “Hired and Non-owned Auto” liability policy is required. An Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is also required. The firm shall provide certification of such insurance and a copy of the policy upon request.

4.18.5.4. The Consultant shall maintain, during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

4.18.5.5. In the event of unusual circumstances, the City Council may adjust these insurance requirements.

4. COMPLIANCE WITH FEDERAL REQUIREMENTS

In the event that federal funding is applied to this Request for Qualifications and Proposals, any resulting agreement must conform to any and all applicable federal contract clauses.

5. QUESTIONS REGARDING THIS RFQ:

All questions or concerns regarding this Request for Qualifications and Proposals must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on May 1, 2024. It is the responsibility of the Respondent to ensure that the email was received. The City may issue an addendum to the Request for Qualifications and Proposals for distribution to all known prospective Respondents. Any clarifications, answers to questions, or changes to this RFQ provided in a manner other than a formal addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms, or conditions not stated herein. All formal City-issued Addenda shall be posted to the City website found here:

https://www.shawneeok.org/services/current_bids_proposals/index.php

No oral interpretation of this Request for Qualifications and Proposals shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City.

Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements
as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

Attachment B: No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

_____**WILL NOT SUBMIT A RESPONSE**

Vendor Name

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

____ Do not supply the requested product or service.

____ Quantities offered or scope of project is TOO SMALL to be supplied by our company.

____ Quantities offered or scope of project is TOO LARGE to be supplied by our company.

____ Cannot bid against MANUFACTURER on this item.

____ Cannot bid against RESELLER on this item.

____ Specifications not clear enough to submit a response *(please explain)*.

____ Time frame for bidding is too short *(please explain)*.

____ Time frame to produce the product or service is too short.

____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

____ My Company would like to remain on the vendor list.

____ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Attachment C – Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications and Proposals (indicate number and date of each):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment D: Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this ____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Attachment F: Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____, CITY OF _____, before me, the undersigned authority, personally appeared _____ who, being duly sworn, despises and says they are _____ (Title) of _____ (firm) the Respondent submitting the attached proposal for the services covered by the RFQ documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm’s proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Respondent

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 2023 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires



RFQ# 2024-108

EXPO MANAGEMENT AND OPERATIONS— **PROFESSIONAL SERVICES**

MAY 17, 2024





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2.3.1

PROPOSAL COVER SHEET

**City of Shawnee, Oklahoma
Request for Qualifications**

RFQ# 2024-108 Expo Management and Operations - Professional
Services

Submittal shall be sent to:
City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801

Sealed Envelope should be clearly marked:
RFQ# 2024-108
Expo Management and Operations -
Professional Services

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT: Global Spectrum L.P. d/b/a OVG360	FEDERAL ID OR SOCIAL SECURITY NO.: 59-3599248	
STREET ADDRESS: 5050 S. Syracuse St., 8th Floor	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Greenwood Village, CO 80237	TELEPHONE NO.:	TOLL FREE TEL. NO. (800):
NAME & TITLE OF PERSON SIGNING: Brian Rothenberg, EVP and General Counsel	FAX NUMBER:	E-MAIL: brothenberg@oakviewgroup.com
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ (X) Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

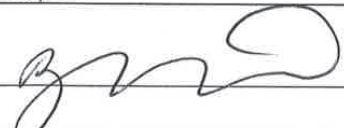
(X) There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

(X) The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

(X) The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: May 8, 2024

Entity Name: Global Spectrum L.P. d/b/a OVG360

By: 

Print Name: Brian Rothenberg

RFQ# 2024-108 EXPO MANAGEMENT AND OPERATIONS - CONSULTANT SERVICES

2



SIGNATURE PAGE

City of Shawnee, Oklahoma
Request for Qualifications

RFQ# 2024-108 Expo Management and Operations - Professional Services

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Global Spectrum L.P. d/b/a OVG360

Firm Submitting Proposal

5050 S. Syracuse St., 8th Floor

Address

Greenwood Village, CO 80237

City

State

Zip

N/A

Phone Number

N/A

Fax Number

pzingoni@oakviewgroup.com

Email

www.oakviewgroup.com

Web Address

Peter Zingoni

Authorized Person Submitting RFQ (Print)

SVP, Business Development

Title



Signature

05/14/2024

Date



2.3.3 COVER LETTER



City of Shawnee
Attn: City Manager
16 West 9th Street, Shawnee, Oklahoma

Dear Andrea Weckmueller-Behringer,

At Oak View Group, we bring a wealth of experience and expertise in managing and operating various entertainment and sports venues across the nation. With a proven track record of success, we are confident in our ability to continue effectively managing the Heart of Oklahoma Exposition Center for the great City of Shawnee, OK and continue the positive momentum our local team has created. We are grateful for this opportunity to respond to RFQ# 2024-108 to prove that the partnership we, Oak View Group and the City of Shawnee, have created serves the best interest in the prosperity of the Expo Center as a community centerpiece and regional destination.

Oak View Group have established ourselves as a leader in the industry, with a diverse portfolio of venues ranging from arenas to stadiums to fairgrounds. Our experience extends across various scales and types of facilities, including concert halls, sports arenas, convention centers, and amphitheaters. This experience equips us with a deep understanding of the unique needs and challenges associated with managing multifaceted venues, including expositions halls like the one here in the City of Shawnee. No matter the facility features, no matter the capacity size, no matter the budgetary restrictions, one constant remains; the booking of content and maximizing the event calendar is the engine that drives the success of the facility.

Over the last two financial years, behind the great leadership of acting General Manager Frank Abbott, Oak View Group has transformed the operational mindset of the Expo Center with a focus on customer service and a unique event mix. In FY2021, the Heart of Oklahoma Exposition Center saw 187 events come through the doors while generating revenue of roughly \$380,000. Two years later, in FY2023, 329 events were held, nearly doubling revenue to \$728,000, increasing our annual visitors by 48%, all while ranking in the Top 10 venues visited in the state of Oklahoma. This unprecedented success is a result of the relationships garnered with Stacy Moore at Visit Shawnee, a focus towards facility functionality and the diversity of events, and the improvements in hospitality offerings.

One notable annual event that has brought the City of Shawnee notoriety is the Bonus Race World Finals, a weeklong competition that brings over 7,000 visitors to the Expo Center. We have instilled trust and are excited to be working with Renea Bolling to keep this event coming back for years to come: "Just can't give you enough praise." – R Bolling, June 2023.

As we look to the future, our vision for the Heart of Oklahoma Exposition Center is to strengthen existing Shawnee relationships and continue to book intriguing content. We are dedicated to aligning our strategies with the goals of the City of Shawnee to maximize economic and social impact on the community.

We are eager to engage in further discussions and contribute to the ongoing success at the Heart of Oklahoma Exposition Center. No other firm has the inept capabilities to take on the equestrian and rodeo content space like OVG! Thank you for considering our proposal, and we look forward to continue to work together!

Sincerely,

Peter Zingoni
SVP, Business Development, Oak View Group



2.3.4 COMPANY PROFILE

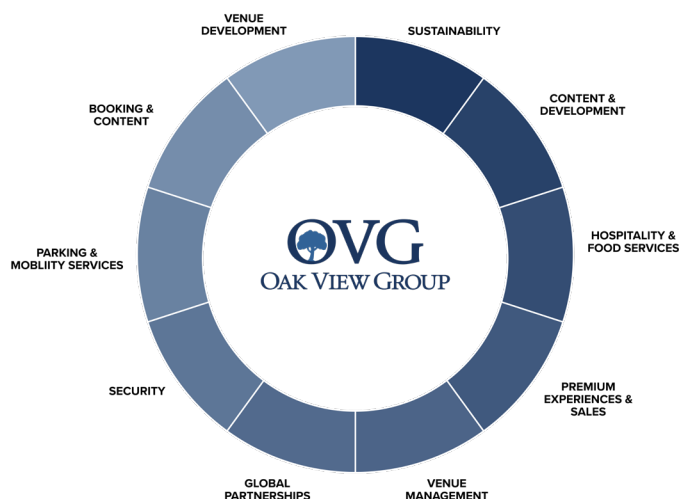
WHO WE ARE

Oak View Group (OVG) is a full-service global venue management and hospitality company that helps client-partners reimagine the sports, live entertainment, and convention industries for the betterment of the venue, employees, guests, artists, athletes, and surrounding communities. Between our management and hospitality services, we currently operate in more than 400 facilities and have a portfolio of client-partners spanning arenas, stadiums, convention centers, performing arts centers, cultural institutions, zoos, aquariums, state fairs and more.

OVG hosts over 10,000+ business meetings and events annually and welcomes more than seven million attendees annually. Our client portfolio includes over 10 million sq. ft. of meeting and convention space. OVG provides a set of services, resources and expertise designed to elevate every aspect of business that matters to venue operators, helping our clients become more profitable, efficient, and safe for both customers and employees.

THE OVG DIFFERENCE

At OVG, you'll find a passionate and big-hearted team of thinkers, builders, change-makers, and future-builders. We tailor our strategies to each project and partners' unique opportunities—solving for today's challenges while preparing for tomorrow's opportunities. As veteran owners-operators, we stand shoulder-to-shoulder with our people, partners, and communities to offer our comprehensive range of solutions, fueled by data gleaned from our own hard-won victories, to make big things happen. For everyone.



OVG HOSPITALITY



OVG Hospitality (OVGH) is OVG's innovative and community-focused hospitality enterprise, redefining concessions, premium experiences, and restaurant concepts for guests and venues across the globe. Our pioneering culinary team creates memorable moments in remarkable locations, wowing guests with bespoke blueprints that showcase authentic flavors and cultures.

We are proud to call the very best minds in the business part of the OVGH family. This includes Christian Navarro, globally renowned wine expert; Invited, North America's largest owner-operator of private membership clubs; and Rhubarb Hospitality Collection, the world's premier catering and luxury hospitality provider.

Together, we serve over 250,000 events and 40 million guests every year across a gamut of distinguished venues, including arenas, theaters, and convention centers. Our senior leaders have also managed the Olympics, Super Bowl, World Series, and even catered for the President of the United States. If you can imagine it, we've done it—from molecular gastronomy to perfectly grilled game-day burgers.

Your guests are our muse. That's why hospitality is in our name; it's quite literally the foundation of everything we do. From concept to development. Design to construction. Sourcing to serving. We design profitable and sustainable solutions that better the communities in which we do business.

OVG GLOBAL PARTNERSHIPS

OVG Global Partnerships (OVG GP) is OVG's sponsorship division, connecting world-class brands with world-class sports and entertainment properties to create mutually beneficial outcomes. OVG GP is led by a team of former senior marketing executives for Fortune 500 companies that has become the global leader in activation, analytics, client service, sponsorship sales, brand consulting, partnership management, and premium seating sales.

Recent Success Pairing Blue Chip Brands with World-Class Properties

OVG Global Partnerships has successfully sold
25 NAMING RIGHTS DEALS SINCE NOVEMBER 2019, DRIVING OVER \$3.17 BILLION IN REVENUE

CLIMATE PLEDGE ARENA Seattle, WA	amazon Seattle, WA	SPARKS COMMUNITY CENTER Seattle, WA	UBS Arena Elizabethtown, KY	ACADEMY ARENA Channahon, IL	MOODY CENTER FOR THE ARTS Austin, TX
SUBARU FINANCIAL Philadelphia, PA	CASAS SUPERDOME New Orleans, LA	LIVE Memphis, TN	ermarket Savannah, GA	CFG BANK ARENA Baltimore, MD	INCYTE ARENA Providence, RI
TAHOE BLUE Syracuse, NY	bluearena Louisville, CO	NOVA ARENA Providence, RI	HOUSTON ASTROS Houston, TX	Target Field Cleveland, OH	Target Center Minneapolis, MN

OVG Executives Have Also Executed 2 MAJOR NAMING RIGHTS DEALS:

OVG GP represents a world-class network of arenas, theaters, stadiums, convention centers, and high-profile events, providing unprecedented access for clients. Our team of 150-plus sponsorship sales professionals across North America has generated over \$4.6 billion in revenue since 2019 and was humbled to have received the industry's top honor in 2021—Sports Business Journal's "Best in Property Consulting, Sales, and Client Services" award—and was nominated again in 2023.

SOLUTIONS PROVIDED

In a collaborative partnership, envision your ideal Expo Center brought to life, supported by the expertise of OVG's Executive Management team with over 100 years of combined experience in public assembly facilities management. This seasoned group has successfully overseen numerous multi-purpose facilities, adept at maximizing revenue, curating event calendars, and fostering community connections. With OVG's dedicated support, leverage their leadership team and resources to tailor a strategic management solution for your Expo Center, guided by your policies and standards.

Together, craft operational manuals, scheduling policies, and agreements reflecting your community's essence. Equipped with passion and expertise, OVG ensures seamless operations, offering customizable departmental structures to optimize efficiency for each unique market served. Our standard scope of services and departmental structure offered includes:

EXECUTIVE/ADMINISTRATION

Senior leadership of the organization who have direct oversight of all departments. They are also the primary local contacts with our clients and are responsible for making sure the Expo Center team is compliant with all facility and local policies and guidelines. Other departmental functions include:

- Departmental oversight
- Annual operating budget creation

- Monthly forecasting
- Management of third-party and union contracts
- Capital planning – current and future projects

EVENT BOOKING & SOLICITATION

Focus on working closely with the Expo Center, all national and regional concert and event promoters, the City of Shawnee and Visit Shawnee, to book new business not currently coming to the Expo Center and to maintain relationships with current clients. This will be accomplished not only through our aggressive pursuit of new events and relationships in the touring entertainment industry, but also by establishing strategic work groups with our partners to qualify the right business, set booking priorities, establish superior customer service, and provide exceptional guest experiences.

Other initiatives include:

- Rely on existing relationships through Irving Azoff in the touring entertainment industry to leverage shows and events for the City of Shawnee
- Use our close relationship with Live Nation to increase bookings while keeping the venues available to ALL event promoters
- Leverage relationships across all OVG venues to the benefit of the City of Shawnee
- Analyze the current event portfolio in the market to determine event sales strategy for large national events that are currently not considering the City of Shawnee

DIVERSITY, EQUITY, AND INCLUSION

Our business is based on two simple pillars: people and culture. Hire the best people, treat them well, and build a culture based on mutual respect, integrity, a passion for doing what we love—and having fun. That's it. To us, it really is that simple, as Ann Jackson, our Chief People and Culture Officer, likes to say.

To support this mission, we have established the Diversity, Equity, and Inclusion (DE&I) Council, led by Dr. Debonair Oates-Primus, Vice President of DE&I. This council's influence extends throughout OVG's operations with a regional champion structure and dedicated corporate leadership.

OVG takes tremendous pride in creating a culture of equity, equality, and respect for our employees. Our employees thrive in atmospheres that promote diversity, transparency, fair wages, employee empowerment, and work-life balance. When we foster this kind of environment in earnest, we see improved employee motivation, satisfaction, retention, and recruitment.

OUR DE&I INITIATIVES ARE FOCUSED AROUND THREE KEY AREAS:

1. WORKFORCE

Hire, retain, and develop a workforce that genuinely reflects the clients and communities that we serve.

2. WORKPLACE

Maintain a workplace culture that values differences and similarities and drives innovation through inclusion.

3. MARKETPLACE

Create client and guest value by partnering with diverse suppliers, supporting communities, and delivering culturally relevant products and services.

In Section 2.3.11 Certification of WBE, MBE or DBE, we provide more details about each of these key areas.



Our newest ERG focuses on the unique needs of Black employees in the workforce including, employees, interns, vendors, and the communities we serve.

An inclusive community that seeks to increase LGBTQ+ cultural awareness through mentorship, inclusion dialogues, and allyship education.

An organization dedicated to providing the company's Hispanic and Latin employee community and allies with strategic partnerships, mentorship, and cross collaborations.

Our oldest and most established ERG, OWN is dedicated to the development, advancement, and support of women at OVG. They provide forums and networking opportunities, share best practices and much more!

SALES AND MARKETING

Our experienced marketing professionals provide insight into industry trends, best practices, and connect with other venue marketing. OVG's marketing support team has a talented team of more than 40 marketing, sales, and public relations experts at the corporate level, as well as a network of 350+ professional venue marketers around the world, all working together with a "one marketing department" mentality. Other initiatives include:

- Venue Website and social media management
- Community Engagement
- Partnerships
- Responsible for selling all digital and static sponsorship opportunities within the facility. When approved by our client to sell, also handles facility naming rights prospecting and negotiations.

PARTNERSHIP SALES

We are confident in our ability to succeed in increasing revenue by introducing new quality partners to the venue, while enhancing the overall event-going experience for patrons. Our experience executing commercial rights sales services has taught us that every property must be structured to achieve successful sales results and include transparency and goal alignment with the City of Shawnee and key stakeholders. In developing our customized approach to drive revenue for the venue, we will deploy the industry's latest trends to generate revenue through venue sponsorships, event advertising, digital signage, naming rights, and branded entitlement areas. Our Global Partnerships leadership team will provide a scope of services to include:

- Sponsorship sales and servicing
- Sponsorship strategy development
- Advertising inventory design & management
- Asset valuation & Rate card development
- Digital signage consultation and sales
- Sales collateral design
- National sales support
- Contract negotiation

FINANCE

Provides fiscal oversight over the entire venue and monitors each department to assure proper compliance with local and corporate policies. Other departmental functions include:

- Internal spot audits/annual third-party audit
- Creation of monthly financial statements
- Accounts Payable/Receivable/Payroll
- Fixed asset inventory control

EVENT MANAGEMENT & GUEST SERVICES

Manages all event related activity at the venue along with oversight of guest services personnel who work events. Serves as the primary contact with clients during the planning process and events. Provides event-related oversight for venue partners such as A/V.

OPERATIONS

The operations department has two main roles, which are the daily maintenance and upkeep of the facility and serving as the provider of event-related services during events. The role this department plays in the overall success of the facility is critical both in the front-of-house and back-of-house. Other departmental functions include:

- ADA compliance
- Event-related changeovers
- Weekly preventative and correct maintenance needs
- Housekeeping and janitorial maintenance
- OSHA compliance and Sustainability goal monitoring

HUMAN RESOURCES

Main contact for venue staff on anything related to employee benefits. Other departmental functions include:

- Departmental and all facility training programs
- Staff recognition and rewards events
- Benefit support
- HR investigations

PARKING MANAGEMENT

Oversight of all parking and transportation related items at the Expo Center. Like public safety, OVG recognized the importance of this department and immediately acted by creating an internal corporate parking department, which is run by one of the brightest minds in the industry. We see immediate opportunities at the venue for increased efficiency and revenue in the parking department and we look forward to putting that into place if we are chosen to manage the Expo Center.

PUBLIC SAFETY

Responsible for the safety of all who work at and/or participate in events at the facility. OVG has taken the importance of venue safety to another level by partnering with Prevent Advisors, whose resume includes working with organizations such as the NFL, NBA and NHL on security protocols. Included during the transition of the Expo Center will be a full security assessment of the venue from Prevent Advisors and a report of its current safety level and specific suggestions for upgraded security upgrades to assure that the Expo Center is an industry leader in this area. Other departmental functions include:

- Employee and Subcontractor labor check-in and out
- Local and national law enforcement collaboration
- Event safety assessment
- 'Red Team' venue audits
- Emergency 'Table Top' planning

TECHNOLOGY

Similar to operations, the technology department plays a dual role at every one of our facilities as it is responsible for maintaining the network infrastructure that runs through every department at the Expo Center and also providing technology services to our clients during events. Other departmental functions include:

- Continual backup of all critical data
- Hardware and software updates
- Cyber security monitoring

BOX OFFICE/TICKETING

OVG's ownership is made up of some of the most influential leaders in the live event industry, all of whom have spent most of their career focusing on how to make the box and ticketing experience as efficient as possible. This ticketing focus extends beyond reserve seat shows in an arena, but also to consumer shows or anything that involves a ticket. The venue team will be working with the industry's best from day one to bring the latest in ticketing to the City of Shawnee community.

HOSPITALITY

A dedicated food and beverage provider is beneficial to the sale of attracting business and the on-going customer experience. A typical scope of food and beverage services includes:

- Menu innovation
- Catering services
- Merchandise management
- Facility design
- Marketing and branding
- Purchasing
- Consulting and pre-opening
- Data and analytics

CATERING

At OVGH, we're in the business of creating lasting memories for our guests—one bite, one sip, and one carefully curated detail at a time. That's why we love the art of catering; just because an event is temporary doesn't mean it can't be memorable.

We understand that each event is special to those who attend, and it may be some guests' first time visiting an OVGH-operated venue. With this in mind, we will seize every opportunity to ensure that our catering options leave guests satisfied and craving more—no matter the size or scale of the event.

Additionally, we have provided a sample menu in our Marketing Materials of the catering services we can continue to offer.

HEALTHY CHOICES & DIETARY RESTRICTIONS

At OVGH, guests' health and satisfaction are our primary concerns. We have found that open communication with our guests helps us to better understand and respond to dietary restrictions. We are able to make necessary accommodations when given the proper advance notice. One way we can do this is by including a dietary restriction form in our catering packets. It's our responsibility to offer healthy and specialty menu choices so every guest is able to find something that they can enjoy. Gluten-free, organic, vegan/vegetarian, and lactose intolerant options have all become as common in the culinary community as BBQ sauce and chicken soup. Our chefs constantly evaluate menus and welcome feedback from guests to ensure our menus offer variety that can accommodate specialty tastes.

SANITATION & SAFETY

"Safety" isn't just a chore or buzzword; it's our responsibility to our guests—the lifeblood of our business. This is why we diligently train, post signage, and instill a culture of safe food safety across our entire organization. And we're always researching new and innovative ways to improve our standards.

SUSTAINABILITY

No operator has demonstrated a greater commitment to sustainable operations than OVG – from Climate Pledge Arena (the world's first and only carbon neutral arena in the world) to the creation of the GOAL platform (the first, and most comprehensive sustainability roadmap designed for the industry, by the industry), we are committed to making a difference for the planet.

A premium food and beverage operation is nothing without a rock-solid safety and sanitation foundation. Guest experience is our highest priority—with no exceptions—and that includes their health and well-being.

Simply put: To be an OVG-operated venue is to achieve industry-defining safety and sanitation standards. Period.

SUSTAINABILITY

When we say we're in the people business, we mean it to our core.

This, of course, means creating unforgettable live experiences for our guests—sports, concerts, dining, and more. But it also means taking every possible measure to ensure the cumulative impact of those live experiences is not detrimental to our planet.

In fact, OVG's vision for the future is one in which our venues achieve net-positive impacts. But we won't get there with hope and goodwill alone. We must take action.

For us, sustainability isn't an obligation; it's a fundamental part of who we are as a company. And to that end, we go above and beyond to source ethically; maximize resources; minimize waste; champion zero-waste targets; divert waste from landfills; facilitate 100% composting; and much more.

COMMUNITY COMMITMENT

Equity and inclusion can't stop at our doorstep; we extend this spirit to the communities in which we operate. This means extending employment opportunities to one and all, as well as extending business opportunities to Disadvantaged Business Enterprises (DBEs), including those owned and operated by women, minorities, the disabled, and veterans.

We recognize that as an F&B provider for your facility, we have the opportunity and responsibility to extend goodwill from our operation throughout the community. This is why we will work closely with your leadership team to ensure our combined efforts in this critical area are aligned and that our actions properly represent your brand and mission. As a result of this diligence, we will identify areas of opportunity for our team to give back to the community through our dedicated F&B operation at your venue.

MANAGEMENT & OPERATING PHILOSOPHY

OVG's venue management philosophy is simple – our mission is to work as an agent for the City of Shawnee to execute your goals and objectives as they pertain to the Expo Center. We will act as your partner but manage your venue as if it were our own. Our management approach is to deliver the following:

CLIENT-DRIVEN RESULTS

The City of Shawnee will establish the goals and vision for its Expo Center. OVG will create management plans that are consistent with those goals.

PARTNERSHIP

OVG believes in partnership management. We provide the very best in support, resources, and systems to allow our staff to be successful in our partnership with the City of Shawnee.

HIGH-QUALITY STAFF

OVG recruits and has access to the best and brightest minds in the industry by providing growth opportunities. We are a company that prides ourselves by putting our clients and staff first. Their success is the foundation of our company's success.

DIVERSITY, EQUITY & INCLUSION

We are committed to diversity in the workplace by cultivating diversity within our company and encouraging the hiring of minorities and women for senior positions within OVG and at our venues.

COMMUNICATION

We will maintain an open, honest, and on-going dialogue with the City of Shawnee, the local community, and our staff in all areas of operations including booking, operations, finance, marketing, and food and beverage management.

ACCOUNTABILITY

OVG believes in a relationship where we are held accountable for everything we do, and everything we promise to do.

FLEXIBLE THINKING

We create an environment that encourages our team to adopt and evolve the customized operating plan specifically designed for the Expo Center.

CONTENT AND MAXIMIZED UTILIZATION

OVG is uniquely capable of bringing events to the Expo Center. We will use our unmatched live entertainment resources to deliver new events consistent with the goals and objectives established by the City of Shawnee.

MANAGEMENT PLAN

MISSION STATEMENT

OVG is committed to maintaining our internationally recognized position as the world's most effective and client-friendly private venue management firm. We've earned this reputation by consistently proposing innovative solutions — and, more importantly, by delivering top-notch results for our client-owned venues. These venues include arenas, convention centers, and stadiums, as well as multipurpose civic centers, conference centers, theaters, ice rinks, fairgrounds/equestrian entertainment venues, and a variety of other venues.

OVG's success — and thereby our clients' success — is built on a foundation of vast corporate resources, rock-solid industry relationships, an unmatched team of professional, readily accessible senior management and corporate support, and superior customer service. OVG was founded to meet the growing desire of government, universities, and private owners to have their venues operate more effectively and efficiently.

MAINTAINING CLIENT SATISFACTION

“Our event host and event attendee satisfaction ratings have gone way up since Frank Abbott and his team arrived at the Heart of Oklahoma Expo. We consistently get reports that the facilities are clean, the set-up are prompt and correct, and that the staff is friendly and helpful.



The Heart of Oklahoma Expo Center's management team has done a fantastic job recruiting high-quality, high-profile events to the Shawnee, OK area. I continue to appreciate the diversity of activities that are booked at the Expo and the professionalism our event hosts can expect from the OVG team. Whether they are hosting an MMA Fight, a mini-donkey show, or a national rodeo event, I know our people will be well taken care of out at the Expo.”

-Stacy Cramer Moore, Director of Tourism

APPROACH TO MANAGEMENT

OVG's approach to management is to build an operating plan unique to the Expo Center that achieves the goals and objectives of the City of Shawnee:

THE FOUNDATION OF OUR MANAGEMENT AND OPERATIONS PLAN FOR HEART OF OKLAHOMA EXPOSITION CENTER

- Meet with the City of Shawnee, Commission, Visit Shawnee, and appropriate departments to fully understand the City of Shawnee's goals and objectives for the Expo Center. Work with these groups to create a Marketing Plan for utilization at the Expo Center and develop materials necessary to support the Plan.
- Identify and establish communication with the City of Shawnee, Commission, and their stakeholders.
- Meet with event promoters and producers to inform them of the Expo Center's capabilities of hosting special events.
- Conduct additional market research in the areas of demographics, competitive venues, and media in order to broaden the ticket buying base for all events.
- Using our platform, maintain community and industry relations and exposure to the entertainment and meeting industry through constant contact, by means of media releases, promotions, advertising, and direct meetings.

All of this will be done in conjunction with the City of Shawnee, so our operating plans will be coordinated to maximize our mutual goals. Our basic philosophy is to be your partner in maintaining and operating the Expo Center. We will work with the City of Shawnee to establish and agree on the following:

- Operating Budget
- Booking Guidelines
- Staffing Plan
- Specific Financial Procedures and Systems
- Operations Plan
- Overall Business Plan
- Internal Communications Plan
- Sales and Marketing Plan

INCREASED FACILITY USAGE

- No venue management company has as strong relationships in the live entertainment industry as OVG. Our relationship and partnerships with Jurassic Quest, United Talent Agency, and Independent Artist Group are just a few examples that will positively impact the Expo Center. We will find more events for the City of Shawnee.
- We will work with the City of Shawnee and public agencies to turn local event ideas into reality, from concerts and arts and cultural events, to regional and community events.
- We will build relationships and create a quarterly business round table event with City of Shawnee's most influential thought leaders and business professionals.
- OVG is committed to working with local community groups and non-profit organizations to host their events at the venues. All staff members would also be provided with volunteer opportunities to engage with these organizations and for outreach in the City of Shawnee.

FOCUS ON THE BOTTOM LINE

- We will create efficient operating plans.
- We will negotiate more profitability into each event.
- We will increase naming rights sales, advertising sales, and event sponsorships.
- We will negotiate the lowest possible vendor rates for supplies

and services.

- We will attain the lowest possible rates for workers' compensation insurance, employee benefits, and public liability insurance.

OVG LEADERSHIP INVOLVEMENT

- The Expo Center will be supported by the senior leadership of OVG.
- Our desire is to have our clients be our best salespeople for future business.
- We will be in constant communication with the stakeholders of the Expo Center and the City of Shawnee's contract administrator.

ACCOUNTABLE FINANCIAL DECISIONS

- The City of Shawnee will receive and be a part of creating and approving our annual budget.
- The City of Shawnee will receive accurate monthly and yearly reports, detailing the Expo Center's activity and financial performance.
- OVG's financial records for the Expo Center will be open to review at any time.

FOCUS ON STAFF

- A significant focus of our transition plan for the Expo Center will be the impact this process will have on the Expo Center's existing team members, some of whom have worked at the Expo Center and serviced the venue's clients for years. OVG understands the effect this process has on them personally, their families, and as industry professionals dedicated to making the Expo Center the great destination it has become. Our transition process is grounded on respecting that impact and working with each member of the team, stakeholders, local unions, and contractors to ensure that the experience is a positive one.
- OVG will offer employment to 100% of the existing staff of the Expo Center, except as precluded by any pre-existing non-competes with their current employers.
- OVG will promote an open and direct line of communication among OVG staff, clients, and building managers, allowing them to share ideas, establish goals, and discuss mutual concerns.
- OVG's philosophies of open communication with staff creates a work environment that encourages creativity and a setting where everyone is selling.

GUEST EXPERIENCE

- OVG's customer service programs encourage and reward proactive service initiatives by employees.
- Each and every employee at the Expo Center will be empowered to solve problems.
- Through our company-wide customer service program, PEAK, venues have access to resources that are normally unavailable if not for the corporate support OVG offers. Additionally, best practices are shared between venues, further adding to the support available to the Expo Center. We are committed to our concept of service transparency, which is a process that will begin upon execution of our agreement and build throughout the term of our relationship with the Expo Center.
- Guests and users of the Expo Center will be surveyed to ensure management is aware of their experience, so service programs and staff training can be altered to create a better experience.

SUSTAINABILITY PRACTICES

- OVG proudly leads the way in public assembly facility sustainability, and the responsible stewardship of our environment is a core value of OVG. We recognize the increasing importance of operating venues that are environmentally friendly, and we are already the world leaders in this area for large public assembly venues. We are committed to operating the Expo Center in a highly sustainable way and limit any harmful impacts on the environment while providing maximum benefits to the local community. We are committed to operating the Expo Center in a manner that is highly sustainable and limits any harmful impacts on the environment while providing maximum benefits to the local community. In many of our venues, tasks are entered into a computerized maintenance management system (CMMS), Ensuring timely cleaning throughout the entire Expo Center and preventing areas from being neglected for extended periods. This system also allows us to track the monthly costs associated with maintaining the venue.

EVENT MANAGEMENT

EVENT COORDINATION

Successful events begin well before the guests arrive at your venue. As a world leader in venue management, OVG Venue Management understands that thoughtful planning is what makes an event spectacular. That's why OVG Venue Management assigns an event manager for every event at our venues — and it's why these managers follow a pre-event checklist to ensure that everything operates smoothly.

The checklist includes:

- Review event information with client
- Review event rider, if applicable
- Create an event estimate
- Create and review event contract
- Complete event advance information sheet
- Track show (touring shows) and monitor ticket sales (ticketed events)
- Contact venues where event has been previously
- Relay essential event set-up information to all staff
- On the day of the event, the event manager serves as the primary contact with the client, while the event manager ensures that all staff is in place for the event.

EVENT PRODUCTION: SET UP AND TEAR DOWN

We use standard operating procedures for set up and tear down at all of the venues we manage. An outline of these procedures is provided below:

- Verification of contractual issues (rental terms)
- Signed agreements
- Deposits received
- Certificate of insurance on file
- Identification of offered on-site promoter representative
- Coordination of production commitments
- Time of day
- Scheduled security (backstage staff)
- Lights and power on (working mode)
- House staff properly scheduled, including event manager, operations staff, engineers, stagehands, catering, police (regarding traffic flow), etc.
- Load out
- Verification of no damage
- Security watch on facility FF&E

EVENT CLIENT TESTIMONIAL

Shawnee Horse Sales

We started hosting sales at the Expo Center back in 2020, and currently run three times each year. Frank and his staff have been great to work with, always go the extra step to help out, and their knowledge and focus on customer service have helped make our event stress free. We simply show up for load in and everything happens like clockwork. The facility has had many improvements over the last few years and is much more appealing. I hope and plan to have the Expo Center host our Shawnee Horse Sale for years to come.

John Carlson Owner /Manager Shawnee Horse Sales

SHAWNEE
HORSE SALES LLC

FACILITY OPERATIONS

YOUR VENUE, OUR RESPONSIBILITY

We recognize the significant responsibility we have to protect and maintain the assets that our clients have spent millions of dollars to develop. We understand that each venue we manage must meet its operational life expectancy — and, equally important, that we must keep a watchful eye on operating expenses, as well as the building's bottom-line performance.

That's why we approach every venue we manage as if it were our own, focusing not on short-term profits but on long-term fiscal stability and performance. It's why our partnership with an existing venue begins with an exhaustive audit to fully understand how it's being managed — and how its operations can be improved. And it's why we develop a comprehensive, customized plan that covers even the tiniest details of Heart of Oklahoma Exposition Center's day-to-day and long-term operations, allowing your venue to function at the highest levels of operational and fiscal performance.

The bottom line? OVG Venue Management understands that managing your venue is about more than just improving the bottom line — it's also about protecting your assets. Our team is committed to continually monitoring and reporting to the City of Shawnee the condition of the facility as we are your eyes and ears on the floor, and working to ensure that damages are quickly identified, fixed, and that event damage beyond typical wear and tear is accurately invoiced for and collected on. OVG knows that communication, process, and accountability are critical to maintaining its condition. We look forward to driving success in this regard.

OPERATION PLAN OVERVIEW

Detailed information about our approach to venue and event operations is provided in our operations manual, which is a proprietary document that we will begin customizing for your venue within 120 days after contract award.

VENUE MAINTENANCE & OPERATIONS

OUR COMMITMENT

OVG believes that the immaculate physical condition of your venue is every bit as important as the level of customer service provided by the staff. Heart of Oklahoma Exposition Center's look and condition projects an image to attendees — and it can be a positive or negative one, depending on the staff's knowledge, dedication, and attention to detail when completing their day-to-day responsibilities.

We're committed to working in partnership with the City of Shawnee to exceed industry standards for custodial services for the Expo Center. We customize our services for each specific venue, and as previously stated, OVG provides the necessary policies and procedures in our operations manual for routine maintenance, cleaning, recycling, trash collection, room set-up, conversions, and

related work needed to keep the venues we manage in like-new condition. For the Expo Center, we look forward to working closely with the City of Shawnee team to identify opportunities for OVG to support maintaining the facility.

Our ultimate goal is to have a client walk into the facility, regardless of how many years it has been in operation and say that it looks just as good as the day it opened. Other companies may share this view — but few will commit the staff and resources to actually make it happen.

PREVENTATIVE MAINTENANCE

OVG understands that preventive maintenance (PM) is the key to avoiding equipment breakdowns, which can be costly and may interfere with the performance of an event. Our detailed PM plan — which is task- and frequency-based, and developed within a computerized maintenance management system — protects your venue, ensures smooth operations of events, minimizes costly emergency repairs, and helps protect the safety of attendees, show-related personnel, and staff.

Our PM program focuses on completing original equipment manufacturer (OEM) recommended tasks, such as lubricating moving parts, tightening loose parts, replacing parts, cleaning, and other similar activities at certain intervals of time. A PM program consists of the following:

- An inventory of all equipment to be maintained
- An inventory of spare parts (critical to operation)
- A list of all required and recommended maintenance tasks
- A schedule for routine maintenance and servicing
- A completed record of completion, repair and follow-up
- Follow-up supervision

NON-MECHANICAL EQUIPMENT

OVG provides a maintenance program for all non-mechanical equipment. This includes inspecting and repairing all video, sound, lighting, and telecommunications systems. It also includes inspection, cleaning and repairs of all furniture, fixtures and equipment in inventory, including:

- Staging
- Seating and risers
- Cleaning equipment
- Lifting equipment
- Maintenance equipment

PREDICTIVE MAINTENANCE

Predictive maintenance involves monitoring equipment to detect deterioration, thus possibly preventing a breakdown. Predictive maintenance methods we use include:

- Vibration monitoring
- Thermal imaging
- Lubricating oil analysis
- Insulation resistance monitoring
- Ultrasonic leak detection.
- We will collaborate with the City of Shawnee to identify opportunities for OVG to support Predictive Maintenance efforts for the Expo Center.

CUSTODIAL MAINTENANCE

The following provides a brief overview of some of the most important custodial maintenance areas we focus on during operations.

THE MASTER CUSTODIAL CHECKLIST

Every location in the venue is prioritized on a master custodial checklist by how often it needs to be checked or cleaned. In many of our venues, tasks are entered in a computerized maintenance management system (CMMS), ensuring that cleaning in every part of the venue is addressed in a timely manner, and preventing areas from going an extended period of time without review. This system also allows us to track the costs associated with maintaining the venue on a monthly basis.

HARD FLOORS AND CARPETS

Flooring is a large capital investment item in a venue, making it imperative that we focus on hard floors and carpets. Detailed cleaning and maintenance methods are provided in the operations manual.

EXTERIOR MAINTENANCE AND LANDSCAPING

Staff regularly assess the venue's exterior to correct defects, pick up trash, shovel snow, and maintain the landscaping's beauty and health before the public arrives.

EQUIPMENT

Frequently used event equipment such as tables, chairs, pipe and drape, dance floors, and staging are checked and maintained continually to prevent permanent damage, and to ensure that an unacceptable piece of equipment is not used during an event. The FF&E investment in these items can amount to millions of dollars, making regular maintenance and cleaning critical.

STAFF TRAINING

The custodial staff members in each OVG-managed venue are trained to safely and efficiently perform the required tasks described in our operations manual. Each task must be completed as efficiently as possible, minimizing the impact on visitors during events. We also require mandatory staff participation in training, and we document each element of our training program.

EMPLOYEE SAFETY

As part of our commitment to provide a safe, secure environment for employees and attendees, OVG has developed a safety plan, which is incorporated into our operations manual for each venue we manage. This safety plan details the procedures and training requirements to be used in handling issues such as blood-borne pathogens, confined spaces, and equipment operation. It also trains staff on handling accidents and accident investigation, electrical safety, and more.

CAPITAL IMPROVEMENTS

OVG will develop and provide to the City of Shawnee an annual capital replacement plan as part of the budget process. Generally, any items below \$5,000 are part of OVG's operating budget, while items over \$5,000 are part of our normal reports, which segment capital improvement projects into three classes:

- Health- and safety-related
- Revenue-generating and expense-reducing
- Cosmetic and replacement-related

ENVIRONMENTALLY CONSCIOUS OPERATIONS

OVG recognizes the increasing importance of managing venues that are "green," or environmentally friendly. To that end, our company-wide energy conservation program, GOAL (Global Operations & Advanced Leadership), aims to heighten environmental awareness and the daily actions taken to make the venues we manage more environmentally friendly. GOAL focuses on environmental sustainability, health and wellness, and equity and social justice in our venues and in our communities. Sustainability is not a black and white issue. There are shades of green. We work with clients to develop a serious plan to make long-term, systemic change. Whether targeting water, carbon, waste materials, indoor air quality, and/or food, even small, targeted changes on any budget can make a world of difference.

What's more, all of our venue management teams actively encourage employees to institute a number of energy-saving practices daily, including:

- Save energy
- Turn off lights when leaving empty offices, conference rooms, and kitchens
- Put computers in sleep mode or shut them off
- Unplug electronics, especially computers, and appliances in office kitchens on weekends
- Use the stairs instead of elevators and escalators
- Save paper and supplies
- Use less paper by printing wisely, re-using paper, and requesting to be removed from unwanted mailing lists

COST CONTAINMENT

What elevates us above our competition is our responsible approach to cost containment. For instance:

- We establish detailed energy consumption baselines for each utility and track at least monthly
- We work with energy management consultants to negotiate favorable utility rates for the venues we manage and to develop conservation programs
- We budget for necessary maintenance, repair and capital improvements
- We test our electrical systems and components annually to ensure they're operating at peak efficiency
- We work with building management software providers, such as Johnson Controls, Honeywell, and Siemens, to improve efficiencies and lower operating costs
- We also explore alternate energy sources and cost-reduction programs, such as thermal ice storage, open market purchasing of energy, co-generation options, and conservation and recycling programs.

OVG MARKETING & BRANDING DIFFERENCE

Oak View Group was created to make a positive disruption in the entertainment and events industry. It is that same philosophy that is applied to our marketing approach at each of the venues. Each of our marketing campaigns begins with a focus on delivering a positive guest experience. That vision is the foundation of our marketing plan and is carried throughout our daily interactions with guests, customers, employees, and the community. We pride ourselves on being innovative in developing marketing campaigns, which shows in our results.

OVG has significant experience in marketing venues and destinations, from the opening and branding process to our proven marketing strategies for events and programs. If selected, we will develop a creative, all-encompassing marketing and communications plan for the Heart of Oklahoma Exposition Center to elevate it to a first rate destination.

CORPORATE MARKETING SUPPORT

OVG is, at our roots, a sales and marketing company, and we are recognized as an industry leader in this area. OVG will provide the Expo Center and our on-site staff with unmatched and dedicated marketing resources from our team of 40+ experienced corporate executives and 150+ venue marketing professionals throughout OVG. This support extends into our venues with dedicated Regional Marketing Directors and subject matter experts who share best practices and resources, discuss new initiatives, monitor the performance of our on-site teams and events, and help overcome marketing challenges, all to drive event attendance.

Resources are also made available through our corporate intranet to ensure each venue-level employee has the tools they need to promote their venues and events and create new events and revenue streams. OVG's marketing teams take the lead in working with our on-site staff, clients, and community stakeholders on self-created events to fill holes in our booking calendars and meet the needs of our community.

MARKETING RESOURCES

Partnering with OVG opens the door to additional marketing resources and tools for your team. Our experienced marketing professionals provide insight into industry trends, best practices, and connect with other venue marketing teams across the U.S. The following is a list of additional resources that you will have access to:

- Monthly Sales & Marketing calls with other venue marketing professionals
- Design ideas and support of Venue Marketing Collateral
- PR support from our Corporate PR team
- PR support through Venuesnow and Pollstar
- Event Marketing Calls (Launch of new tours, brainstorming and sharing, etc.)
- Marketing Toolbox

The Expo Center will also receive support from one of our Regional Marketing Directors. Our Regional Marketing Directors ensure marketers have the best tools and resources available to help support the sales and marketing efforts at each of their venues. The group shares best practices on marketing and public relations, digital marketing, creative ideas on sales blitzes, and event creation. Additionally, our Regional Marketing Directors work one-on-one with each venue's marketing team to ensure they implement these best practices and deliver results to maximize ticket sales.

REGIONAL SUPPORT

OVG has a strong robust support structure in the southwest. With venues spread throughout the southwest, your marketing teams will have the ability to collaborate with our other venues' marketing networks to help amplify the complex's reach. As a hub for innovation and creativity, partnering with OVG will help take marketing initiatives to the next level. The Expo Center will be able to showcase the best of what the region has to offer, from touring events and attractions to top-notch hospitality and experiences. By leveraging the power of OVG's marketing network, the complex will be able to reach a wider audience than ever before.

PROMOTER MINDSET

As venue managers at OVG, we believe it is incumbent upon us to understand where a venue stands in the ecosystem of a concert or event, and how we can better the experience for our event organizers, the artists and attendees alike. Our philosophy is simple: manage with empathy and empower entrepreneurial thinking. Through this, our marketing teams think with a promoter mindset. We help our partners sell more tickets, reach more fans, and sell more experiences. We do not stop working when an event is booked. This is what sets us apart. This is why event organizers everywhere prefer to work with OVG venues than any other.

COLLABORATION WITH LOCAL ORGANIZATIONS

We pride ourselves in the strong relationships we build within our communities. It is important for us to become part of the fabric of the community. Our teams are encouraged to participate in and organize charity activities, work with the local art community to showcase local artists' work, volunteer their time at local non-profits, and engage in networking events. Cultivating strong relationships with local stakeholders, organizations and attractions is important to the success of any venue.

Additionally, our partnerships allow for collaboration on our campaigns. We collaborate with local businesses to create joint advertising campaigns that promote events and premium experiences. For example, we can collaborate with local hotels to create special packages for out-of-town visitors. Our goal is to create complementary experiences and events that would occur simultaneously, allowing guests to explore the region. OVG already has strong relationships with Cops 'N Kids, Shawnee Kiwanis Club, Good Sam's, SMARTS, FMCA and many other regional businesses and non-profits.



360 MARKETING METHOD

360 Marketing Method has become an integral part of making Branding its own department within OVG. The Branding department primarily focuses on the following aspects:

- Back-of-house Activations (tour and artist focused)
- Front-of-house Activations (patrons and community focused)
- Offsite Activations (varies depending on goals but is not located in the building)

Oak View Group values and encourages entrepreneurial thinking. It was the spirit on which we were built. Additionally, with our one-department mentality stretching throughout all of OVG, we connect and collaborate with other venues' marketing and branding departments to achieve goals and exceed expectations. The purpose is to continue to defy expectations and keep people talking and engaged.

From a local perspective, we will focus on public-facing activations inside the Expo Center. We will create opportunities for patrons to engage with interactive and photo activations incorporating the venue's brand and/or show branding. These exclusive opportunities will build awareness for the Expo Center.

On a national level, focusing on the non-local guests that walk through the doors of the Expo Center. Creating curated experiences based on our artist interests or fan demographics will make the market a top destination for tours. In creating these experiences, those passing through will continue to talk about their time in market via social media or throughout their day-to-day conversation.

CO-PROMOTING & EVENT CREATION

OVG has vast experience in co-promoting and creating new events at various venues. We understand it is not about just creating an event to fill the dark days, but it is also about creating the best events for the community. When developing events, we start by understanding the events that excel in the market, what content the market is lacking, and aligning our efforts with the correct community partners. If selected, we will emphasize using our existing marketing strategies to increase the number of meaningful events at the Expo Center.

SPONSORSHIP AND SALES PLAN

THE RIGHT PARTNERS FOR THE RIGHT STORY

What makes us unique is that we have experience on all sides of the sponsorship equation; Brand, Properties, Agency and Fan and we understand Shawnee having the honor of serving as the sales arm representing the Expo Center over the last few years.

Our firm has global reach, but also proven experience executing sponsorship programs at the regional and local level with over 200 venues in our portfolio.

We will develop a custom detailed plan tailored to drive success to your venue. A preliminary plan, highlights the key principles of our approach:

- | | |
|-------------------------|------------------------------|
| – Create a Story | – Brand Approach |
| – People: Build a team | – Deploy National Sales Team |
| – Develop Sales Process | – Premium Seating Focus |

EVERYONE HAS A STORY

Every Brand. Every Property. Creating and connecting people with those stories is what we do best. We believe in the simple truth if that your story is not remarkable, it is invisible....We are here to help you do the remarkable. We specifically focus on brands who want to communicate a compelling story to their customers, through sports, music and live entertainment. We founded this division of OVG because we are storytellers at heart. We have a passion for combining things in non-obvious ways to create something new, to make something better, to stimulate those around us to think and see the world differently. We believe in the fundamental idea that every success in this business starts and ends with the story a brand wants to tell, not the piece of inventory a property needs to sell. We are founded by creative problem solvers and we are relentless in our pursuit to help our clients drive sales, deepen engagement and build brand love. We will listen to Shawnee and stakeholders, conduct research and add our own personal experiences to develop a new story for the Expo Center that brands will gravitate towards.

APPROACH TO BOOKING, PROMOTING, ADVERTISING, AND MARKETING EVENTS

While a successful event depends largely on strong promotions and great performances, landing that event in the first place depends almost exclusively on rock-solid relationships with the industry's many players. OVG has built a figurative performance stage for sports and entertainment superstars that extends across North America and around the world by developing such relationships with acts, agents, and promoters at the local, regional, national, and international level.

Our corporate booking staff's decades of intense, in-the-trenches involvement — as well as our aggressive pursuit of talent, shows, and special events — means that potentially every venue we partner with, regardless of its size or location, is a part of the industry's conversations around booking and scheduling. As a result, we can land potentially lucrative, high-profile acts for venues that might otherwise not have been considered.

What's more, our booking team is empowered to book as many events as possible (considering the overall parameters established by the venue, of course). The booking directors work in tandem with the corporate team, leveraging OVG resources and access to artists and events already booked in their respective regions. The result? Successful relationships — and successful events.

BOOKING AND SCHEDULING

For OVG, generating event bookings and operating revenue is an ongoing priority. Ultimately, our primary responsibility is to book a full, diverse schedule of events — and to sell as many tickets to these events as possible.

To that end, we'll develop a recommended booking and scheduling policy as part of the operations manual for your venue. Also, we'll recommend a target event mix by category that takes into account the following for each event:

- Your booking priorities
- Economic impact
- Opportunity for other events to occur simultaneously
- Ancillary income potential
- Repeat business potential
- Prime scheduling dates for the primary tenant
- Fit with the community's cultural composition and diversity

EVENT MARKETING

Marketing events continuously evolve year over year. Making an event successful and memorable requires a creative approach to break through the advertising clutter. It takes proactive and engaging campaigns. It requires creating and executing custom Marketing Plans and successful partnerships that position the Expo Center as an entertainment destination. Our marketing philosophy and spirit focus on targeted marketing techniques that engage all our stakeholders within the local community.

Our marketing plans aim to position the Expo Center as first class event and hospitality destinations. This is achieved by strengthening the venue's profile with promoters and event booking personnel, reinforcing the positive working relationships with media and area partners, effectively publicizing events, and exposing Oak View Group personnel to stakeholders and opinion leaders in the local community and throughout the industry.

As leaders in event and destination marketing, our customized sales and marketing campaigns for the Expo Center and their events will consist of the following:

- Relationships with local businesses and organizations to cross-promote events and initiatives
- Maximize non-traditional spaces for revenue-generating opportunities — pre- or post-show parties, VIP experiences, etc.
- Working with the F&B team to create signature food and beverage items that are weaved into our marketing campaigns
- Creative grassroots efforts that can be carried out around Shawnee and surrounding communities (i.e., yard signs, chalking sidewalks, window clings, elevator wraps, banners, etc.)
- Utilize our partners and vendors to help with our marketing efforts. For example, we use our local beverage distributors to distribute posters, tables, tents, rack cards, and other marketing materials to local establishments.
- Work with local universities and marketing clubs to help support our grassroots and other marketing efforts, run student-specific contests, create exclusive event opportunities, and promote special offers
- Creative and engaging social media campaigns that include Heart of Oklahoma Exposition Center venue branded videos, images, fun, and informational content
- Digital marketing campaigns (i.e., retargeting, GEO fencing, social media advertising, display ads, etc.)
- Email marketing campaigns
- Charity initiatives (i.e., drives, donation drop-off, fundraising, educational support, etc.)
- Public relations
- Traditional and non-traditional media buying (i.e., radio, TV, print, outdoor, etc.)
- Focus on increasing the venue's database and adding new users
- Partner with influencers and bloggers to push content
- Third-party partnerships
- Build a customer loyalty program that rewards our fans on their support and feedback
- A dynamic website that we can use to capture data and retarget users
- Focused group-sales efforts on cross-promoting with area partners, tour bus companies, youth organizations, area businesses, and senior citizen organizations
- Work with local churches, PTAs, school boards, administrators, and principals to sell group packages for students; focus on increasing cultural awareness of the arts in the schools

PROMOTER OUTREACH

In order to break through the clutter of competing venues, we have developed dedicated resources and creative initiatives that help the venues stand out above the rest. Along with strong industry and local relationships, we use the following tactics to connect with local and national promoters and tours.

- Trade magazine advertising (Pollstar/Venues Now/ Billboard)
- National conference sponsorships
- Develop video ‘pitches’ for agents/promoters
- Creative branding collateral - Sizzle reels and other video content selling the venue and the Expo Center
- Elevating the venue’s brand with fresh video and images
- Creating a one-of-a-kind back of house experience for artists and tours
- Leverage our relationships with key writers for each trade magazine
- Identifying VIP gifting opportunities to keep Shawnee top of mind
- Joining national organizations (CMA, Grammys, IEBA)
- Promotional campaigns

On the following page, you will find a testimonial from a local promoter, Double B Productions, detailing how OVG is dedicated to fostering these industry relationships.

WORKING WITH VISIT SHAWNEE

The most important relationship within the local hospitality industry exists between Visit Shawnee and the Expo Center. Venues are built to create a greater economic impact on the community by enticing and providing space for groups and teams who utilize hotel rooms, dining establishments, retail establishments, and visit the local attractions all stimulating retail sales and collection of tax dollars.

As competition for amateur sports and meetings industry increases, it’s imperative for the area partners to align goals, resources, and strategies to effectively and successfully market the destination and facility. To ensure this success, we suggest creating a Hospitality Task Force with Visit Shawnee. In our experience, a Task Force of this nature has made a positive impact on the partnerships of the CVB, venue, hotels, attractions and other community partners. Also, it will strongly impact attendees and help deliver a memorable experience while visiting the region.

We suggest the Task Force be comprised of the Visit Shawnee’s and the Expo Center’s sales and marketing teams, local hoteliers, the Shawnee Forward, and other area stakeholders. This group will be tasked with creating synergies to creatively sell and market Shawnee as a top destination. Together, this Task Force will collaborate on long-term and regional sales and marketing efforts, create a welcome program for meeting planners and attendees, brainstorm ideas how to positively impact events with exclusive opportunities, offers, and PR exposure while in the market. To ensure this group is effective and is delivering results, the following structure has proven successful:

- Monthly meetings with all members of the Task Force
- Review and have thoughtful discussion of possible events
- Discussion and collaborative efforts in marketing for tradeshow, advertising, site visits, sales blitzes, and regional marketing efforts
- Review of upcoming events, including event details, PR, communication to the region and local establishments, welcome and hospitality efforts, etc.

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OVG SUCCESS AT THE EXPO CENTER

IMPRESSIVE VISITOR NUMBERS

- Garnered 332,200 annual visits in 2023, ranking among Oklahoma’s top 10 visited venues (Placer AI Data).
- Achieved a remarkable 47.8% year-over-year increase in annual visitors over the last 3 years.

EVENT EXCELLENCE

- Hosted approximately 1,200 events, demonstrating resilience amidst the challenges of Covid-19.

REVENUE GROWTH

- Escalated event income from \$211,659 in year 1 to \$728,612 in the last fiscal year closed.
- Recorded a 244% year-over-year increase in event income over the past 3 years.

DIVERSE EVENT MIX

- Clay Walker & Tracy Lawrence
- Ted Nugent
- Kansas
- Jurassic Quest
- Monster Nation
- MotoXtreme Circus
- For King + Country Drive In (During Covid-19)

FISCAL POLICIES AND PROCEDURES

FINANCIAL AND ADMINISTRATIVE PROCESSES

OVG places a strong emphasis on establishing and maintaining proper financial and administrative processes. Our oversight staff has extensive experience in developing accounting and reporting systems specifically for the venue management industry and will work with the City to ensure all financial processes (such as banking, payroll, human resources, accounts receivable, accounts payable, reconciliations, and reporting) are smoothly transitioned.

The Expo Center will operate under a complete set of financial controls that will be developed to fit the needs of the operation. These controls will include the following:

- All activity will be accounted for in accordance with GAAP, in separate set of books, maintained on comprehensive accounting software
- An annual budget will be established and monitored with monthly variance reporting
- Results will be reported to the City on a monthly and regular basis; monthly reports include financial statements and detailed event information
- Strict controls and procedures will be implemented for handling on-site cash, ticketing, and other operating needs
- Proper segregation of duties and oversight approval procedures will be implemented and monitored by corporate staff
- A compliance program will be in place to ensure all financial and contractual obligations are met

Bank accounts will be established to facilitate and record all transactions related to the Expo Center business. All revenues will be deposited into these accounts and all expenditures related directly to operating the facility will be paid from them. This will include amounts due to OVG for the management fee and any direct reimbursables, such as travel or as described herein.

At the close of every year, a certified annual audit will be performed by an independent certified public accounting firm and a certified audit report will be issued. The auditor will be selected through a formal RFP process, and the auditor will be selected based on certain qualitative criteria. The selected auditor will be reviewed by the City before the Auditor is engaged. Upon completion of the audit, a certified audit report will be provided to the City, normally within 120 days.

MAXIMIZING REVENUES

At the heart of our operations lies a commitment to efficiency and success for the venues we manage. We understand the pivotal role we play as venue operators and we prioritize the continual improvement of each venue's performance and overall operation. Through our tailored management approach, we strive to drive positive outcomes, including increased revenues, optimized

occupancy, seamless event management, and improvements to the overall bottom line. Above all, it is our responsibility to safeguard the City's assets, underscoring our dedication to excellence.

The dedicated OVG venue staff are committed to maximizing revenues through thoughtful strategies. Our booking guidelines play a crucial role in this endeavor by ensuring that every business opportunity is carefully matched with the appropriate timing and space within the venue. We believe in maintaining a competitive yet proactive rate schedule for the venues and their services, laying a solid foundation for success. To stay ahead, we regularly review and adjust our rate schedules based on comprehensive comp set surveys to set industry benchmarks. Additionally, we meticulously evaluate and negotiate all third-party agreements to secure the best possible financial terms for the Authority.

To optimize revenues, we aim to implement a transparent framework for adjusting rental fees based on expenditures across food and beverage, IT, and AV services. It's a standard practice in our industry to utilize a rental waiver scale to stay competitive in the market. Yet, equally crucial is the establishment of clear guidelines and ensuring staff adherence to them. Additionally, we plan to offer non-profit rates for eligible groups, considering factors like the day of the week, time of the month or year, and the maximum advance booking period. This holistic approach not only enhances our competitiveness but also fosters transparency and accountability within our operations.

At OVG, our approach to revenue generation is both proactive and strategic, rooted in a deep understanding of the multifaceted needs of Shawnee and its residents. Central to our mission is the establishment of an arena formal booking policy, developed in close coordination with the City's direction. This policy will guide our efforts to curate a dynamic mix of events, including tenant events, touring entertainment shows, sporting competitions, conventions, conferences, tradeshow, meetings, weddings, and community-oriented gatherings. We are committed to crafting an event mix that not only generates revenue but also enriches the economic and cultural landscape of the City. Our aim is to deliver a broad array of experiences, spanning cultural, educational, entertainment, sporting, and community-focused events, tailored to meet the diverse demands of the greater Shawnee marketplace.

In our pursuit of this goal, we foster strong partnerships with key stakeholders, including Visit Shawnee, local hotels, and hospitality industry partners. Through collaborative efforts, we aggressively promote and market our facilities, strategically positioning Shawnee as a premier destination for regional and national events. By attracting such events, we aim to maximize the economic impact on the region, driving hotel room bookings, food and beverage sales, entertainment spending, transportation, and other direct expenditures. Our confident and warm approach ensures that every endeavor is met with enthusiasm and dedication, further solidifying OVG's commitment to the prosperity and vibrancy of Shawnee.

MINIMIZING ANNUAL OPERATING EXPENSES

In our commitment to supporting our clients and maximizing their revenues, OVG goes the extra mile to minimize annual operating expenses. Our approach involves carefully managing energy costs by establishing comprehensive baselines for energy consumption at each venue. We collaborate with energy management experts to negotiate fair utility rates, regularly assess electrical systems for optimal efficiency, and diligently budget for maintenance, repairs, and capital improvements. Transparency is paramount in our venue management and operations. We provide our clients with detailed financial reports on a weekly, monthly, and annual basis, prioritizing expense reduction and offering direct access to OVG's corporate support team through a straightforward reporting structure.

MANAGEMENT AND FINANCIAL REPORTS

OVG depends on several tools to hold us accountable on our financial performance. Effective and timely communication with the City cannot be overstated, and our General Manager will take the lead to ensure OVG is meeting the requirements of the City. While the reporting function is subject to continuous improvement, we recommend the following as a starting point for further discussion:

- Written Weekly Reports/Updates to the Contract Administrator
 - Includes Executive Summary of notable activity
 - Sales Bookings
 - Customer Correspondence
 - Press Articles
 - Relevant Industry Related Articles
 - Written Monthly Reports/Updates
 - Sales Bookings and Sales Activity
 - Events On-the-Books (by year)
 - Press Articles
 - PR Activity
 - Website Summary
 - Critical Issues
 - Financial Performance
 - Communication Issues
 - Quality Issues
 - Department Recaps
 - Turnover
 - Successes
 - Survey Results & Customer Comments
- Written Annual Reports/Updates
 - Messages from the General Manager, Mayor, Contract Administrator, CVB
 - Summary of prior year's accomplishments
 - Venue Overview
 - Staffing
 - Customer Service
 - Partners
 - Financial Performance
 - Market Segment Summary
 - Community Involvement
 - Client Testimonials
 - Signature Events
 - Future Outlook
- Monthly financial reports to clients
 - Actual results (monthly and year-to-date)
 - Current & year-to-date vs. budget and vs. prior year
 - Comments on every variance

FUNCTIONAL RELATIONSHIPS, REPORTING AND POINT OF CONTACT WITH STAKEHOLDERS

OVG strongly values meaningful relationships with our clients and stakeholders based on open and frequent communication. We believe in a transparent process that promotes sharing responsibility for common objectives, supporting each other, and holding each other accountable.

As part of our efforts, we will establish a cadence of status meetings with the City. We believe in the “no-surprises” rule. Our status meetings will not only detail performance and issues to address in real time, but will also present look-aheads to anticipate any challenges to address or opportunities to capitalize on.

Regarding our relationships with subcontractors/vendors like our building vendor partners or key hoteliers, we will establish numerous touch points at every level of our team to actively plan and execute.

PERFORMANCE MEASUREMENTS

While the reporting function is subject to continuous communication, we will institute the following reports as a starting point:

- Written Weekly Reports/Updates to the Contract Administrator
- Executive Marketing Plan
- Event booking updates by market category and sales associate
- Monthly Financial Reports showing results by event category
- Sales Activity Reports by sales associate
- Occupancy Reports by space
- type or room
- Annual Budget
- Events by Event Flash Reports
- Housekeeping Report
- Maintenance requests
- Customer correspondence and surveys
- Survey response benchmarking
- Staffing Reports
- Annual Reports

In addition to management reports, OVG will communicate and host weekly production meetings reviewing upcoming event activity and will go over past events. Departments and groups invited to this weekly event production meeting will include:

- Contract Administrator for the City
- Police and Public Safety Department
- Parking and Transportation Services
- Facilities Department
- All third-party contractors including F&B, IT, AV, Decorators and Union
- Expo Center Staff
- Other community officials (if appropriate)

HEART OF OKLAHOMA EXPO CENTER

FINANCIAL PROPOSAL

At Oak View Group, we believe in the power of partnership and creating financial proposals that represent a true partnership. We have significant interest in continuing to manage the Heart of Oklahoma Expo Center, a relationship we created five years ago. The deal structure below represents features of our existing contract along with incentives that align with industry standards.

TERM

Oakview Group proposes a contract term of five (5) years with two five (5) year renewal options. Renewals will be mutually agreed between OVG and the City of Shawnee.

BASE MANAGEMENT FEE

Base Management Fee of one hundred and fifty-two thousand dollars (\$152,000) annually with CPI increases for the lifetime of the contract.

F&B FEE

OVG Hospitality proposes to earn Five (5%) of gross food and beverage sales.

GLOBAL PARTNERSHIP FEE

OVG proposes to earn twenty percent (20%) of gross sponsorship and premium sales revenue.

QUALITATIVE MANAGEMENT FEE

OVG proposes to earn a qualitative Fee of twenty-five thousand (25,000) annually with CPI increases for the lifetime of the contract. Qualitative fee will be based on achievement benchmarks mutually agreed to by OVG and the City of Shawnee.

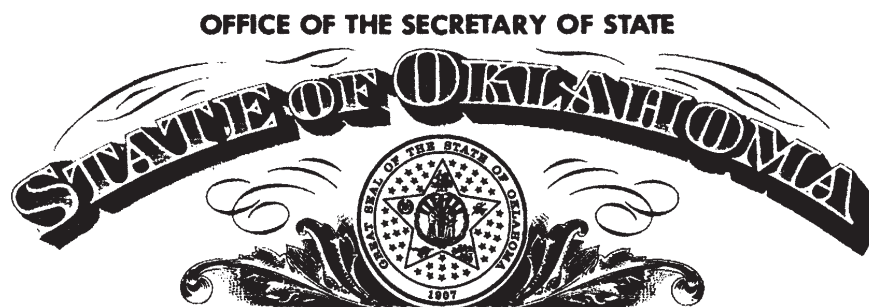
WILLINGNESS TO NEGOTIATE

Oak View Group is willing to negotiate any fair and reasonable alternative(s) to this Financial Proposal. All compensation proposals are subject to approval by Oak View Group's Board of Directors.

PROFORMA

OVG Corporate Finance did produce an operating proforma forecasting the next five (5) years of Expo Center operations. However, due to the page limit, we were unable to insert it into our Response but it is available upon request.

BUSINESS LICENSE



AMENDED CERTIFICATE OF REGISTRATION OF LIMITED PARTNERSHIP

WHEREAS, GLOBAL SPECTRUM, L.P.

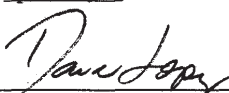
organized under the laws of the State of DELAWARE has filed in the office of the Secretary of State duly authenticated evidence of its organization and application for Certificate of Registration to transact business in this State, as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Amended Certificate of Registration evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
6th day of April, 2017.*


Secretary of State



2.3.5
**YEARS
IN BUSINESS**



COMPANY HISTORY

Oak View Group (OVG) is the global leader in live experience venue development, offering expert management, premium hospitality services, and 360-degree solutions for an elite collection of owned and operated destinations in North America and Western Europe.

OVG was founded by Tim Leiweke and Irving Azoff in 2015, and we currently have 12 major new arenas either open or under development including: Climate Pledge Arena at Seattle Center; UBS Arena in Belmont Park, NY; Moody Center in Austin; Acrisure Arena in Greater Palm Springs, CA; and CFG Bank Arena in Baltimore; as well as arena development projects for Co-op Live in Manchester, UK; Anhembi Arena in São Paulo, Brazil; FirstOntario Centre Arena in Hamilton, ON; Lagos Arena in Lagos, Nigeria; a new arena and entertainment district in Las Vegas; and new arenas in Cardiff, Wales, and Vienna, Austria.

Through our various divisions, we are committed to elevating expectations for premium events and culinary offerings in venues across the world. This includes unique experiences, gracious hospitality, imaginative menus, and holistic venue management solutions gleaned from our extensive background honed through extensive knowledge and an elite roster of arenas, stadiums, theatres, convention centers, and more in communities worldwide. For more information, visit OakViewGroup.com, and follow OVG on Facebook, Instagram, LinkedIn, and X.

YEARS IN BUSINESS

Five (5) Years as OVG (Spectra 20+ yrs)

EXPERIENCE THROUGH OUR HISTORY

On November 24, 2021, Spectra merged with Oak View Group. With Spectra being one of the industry's leading venue management and hospitality providers, this merger has brought together two dominant industry forces with complementary capabilities that, together, can deliver a broad array of services to our partners.

Through this acquisition, we have blended the two most entrepreneurial and innovative companies in sports, entertainment, and hospitality to redefine facility management and venue services. OVG's core competencies in arena development, concert bookings, and corporate sponsorships, coupled with Spectra's leadership in the convention center market and sales and marketing, creates a full-service solution that delivers a compelling and highly competitive set of offerings to meet evolving needs.

LEGAL STRUCTURE

Global Spectrum, LP., d/b/a OVG360 is a Limited Partnership.



2.3.6

COMPANY PROJECT TEAM

COMPANY PROJECT TEAM

At Oak View Group (OVG), our team comprises seasoned industry veterans boasting extensive experience across various sectors of sports, hospitality, and entertainment. For years, we have engrained our current staff in with the Shawnee community to ensure a great experience for every guest that enters the Expo Center, as well as a fluid partnership with the City of Shawnee and its key stakeholders. For your convenience, short biographies of our key staff members' resumes, who will be entrusted with the management and marketing of the Expo Center.

CLAUDIO OLIVEIRA *DISTRICT GENERAL MANAGER*

Claudio oversees multiple venues in Texas and Oklahoma, demonstrating exemplary leadership in navigating post-pandemic operational challenges and fostering strong client relationships.

Prior to this role, Claudio held the position of General Manager at Ford Park Entertainment Complex in Beaumont, TX, where he orchestrated remarkable achievements including securing lucrative partnerships, increasing event bookings, and spearheading community benefit initiatives such as the "Concert For the Coast" fundraiser.

With a background in marketing management from St. Peter's University, Claudio has consistently demonstrated business acumen and leadership skills throughout his career. His dedication to excellence has been recognized through various awards, including induction into the Beaumont Convention & Visitor's Bureau "Hall of Fame" and receipt of the "Champion for Business" award by the Princeton Regional Chamber of Commerce.

FRANK ABBOTT *GENERAL MANAGER, HEART OF OKLAHOMA EXPOSITION CENTER*

Frank is a seasoned professional with over 20 years of experience in event management, facility & arena management, and marketing in the Special Event and Agricultural Industry. With a track record of success in securing funding, leading multimillion-dollar capital improvement projects, and driving significant sponsorship growth, Frank excels in delivering top-tier customer experiences.

As the General Manager at Oak View Group, he oversees event management at the Heart of Oklahoma Event Center, demonstrating his expertise in identifying creative sponsorship opportunities and fostering community involvement. Frank's achievements include revitalizing facilities, increasing event bookings, and effectively communicating complex ideas to diverse audiences. With a background in managing major events like the Houston Livestock Show & Rodeo, Frank brings extensive experience in budget management, contract negotiation, and safety protocol implementation. Committed to continuous professional development, Frank is highly skilled in event booking software and various design and multimedia tools.

KEN STAFFORD *F&B MANAGER, HEART OF OKLAHOMA EXPOSITION CENTER*

Ken brings over 30 years of hospitality expertise. His diverse background includes ownership of Droffats Inc. for two decades, renowned for its excellence in dining, catering, and concessions in Shawnee, Oklahoma. Prior to this, he founded Staffco Inc., a successful venture in Oklahoma City. Ken's community commitment is evident through his leadership roles in organizations like the Shawnee Convention and Visitors Bureau and the Shawnee Police Foundation. His education at Shawnee High School and attendance at the University of Oklahoma and Northeastern Oklahoma State underpin his extensive experience. Today, Ken Stafford and the Droffats Catering team deliver unparalleled service, offering customizable menus for any occasion.

DANELL HUNT *DIRECTOR OF FINANCE, HEART OF OKLAHOMA EXPOSITION CENTER*

Danell Hunt is a seasoned Accounting Professional with a solid work history and extensive experience in top-level management. As the Director of Finance at the Heart of Oklahoma Expo Center, Danell showcases exceptional leadership and financial management skills. Previously serving as a Controller at Baytide Petroleum, Inc and an Office Administrator at DE Holman Distributing, Inc, Danell has honed her expertise in various aspects of accounting and office administration. With a Bachelor of Science in Accounting from East Central University, Danell brings a strong educational background to her role, complemented by proficiency in software such as QuickBooks, Great Plains, and Microsoft. Her skills encompass cash and accrual accounting, financial statement analysis, cash flow management, and payroll processing. Danell is a self-starter who excels in working independently while providing crucial support to executives. She seeks opportunities to leverage her current qualities and expand her knowledge in the accounting profession.



2.3.7-8

SUBCONTRACTED WORK



2.3.7 SUBCONTRACTED SERVICES

Engaging with third-party contractors can be cost-effective. But that's not all – we're proud to support local businesses by partnering with franchises and vendors right here in our community. This way, we're not just saving you money; we're also giving back and fostering local connections. Our decision to subcontract services depends on factors unique to the market and venue, including:

- Availability of quality part-time labor
- Competitive nature of the subcontracted services
- Opportunity for Net Savings
- Ability of contractors to provide specialized services

CONTRACT NEGOTIATIONS

When it comes to negotiating contracts for significant services, our approach is to start by crafting a Request for Proposal (RFP) that lays out the scope of services and the expected contract price in clear terms. We carefully review the proposals we receive, considering local factors and comparing them against benchmarks from similar services in our other managed venues. From there, we negotiate with the bidders to secure the best possible value for our client. It's all about ensuring that the services provided not only meet but exceed our client's expectations.

Not only will the Expo Center be receiving top-notch services and supplies, but through a special national pricing program we're able to secure discounts that many venues can't access on their own. What does this mean for you? Well, it means significant savings! On average, our clients enjoy up to 65% off on office supplies, up to 39% off on shipping, and up to 30% off on national advertising.

From internet services to pest control, elevator/escalator maintenance to landscape upkeep, we've got you covered.

SUPPLIER DIVERSITY PROGRAM

OVG's goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small, and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate. Additional overview of our Supplier Diversity Program is provided in the Supplemental Information section.

OVG is firmly committed to promoting and advancing the meaningful participation of MWBE businesses in our industry and have a history of demonstrating the advocacy and inclusion for such firms in our business activities and practices. Through our strong local and corporate commitment, we will work diligently to establish a structured MWBE program that is reflective of the Shawnee community and will enable OVG to incorporate new businesses into the Expo Center.

To create an inclusive and small business-friendly process to incorporate new partners, we will use the following approach:

STRATEGIC OUTREACH AND COMMUNICATIONS

- Create a coordinated outreach strategy to ensure continuous engagement.
- Perform targeted outreach to M/WBEs who have not worked with the City, Expo Center, or OVG
- Conduct office hours for one-on-one sessions with team members and prospective partners.
- Conduct industry forums as well as virtual and in person outreach events to inform interested parties of opportunities with the program. The intent is to "meet M/WBEs where they are."
- Develop educational programs for future aspiring M/WBEs and provide training opportunities.
- Track and maintain a database of firms contacted for each opportunity.

UTILIZATION PLANNING

- Develop opportunity within scopes of business and review options for breaking down scopes to align with the capabilities and availability of small businesses.
- Incorporate flow-down contractual requirements, to incorporate new firms into lower tiers.
- Incorporate outreach and engagement during procurement to ensure that M/WBEs "don't get lost" in the solicitation process.
- Unbundle and target meaningful procurements to ensure M/WBEs are able to bid competitively.

STRATEGY FOR PROCUREMENT

OVG has a proven and effective process for ensuring meaningful participation, solicitation/procurement, and strategies to enhance M/WBE participation across multiple services provided at the Expo Center. Our strategy for inclusion consists of several steps – including identification of business opportunities and outreach to qualified M/WBE firms that possess the credentials and track record of performance in their respective disciplines. For each opportunity, we will align opportunity with capability. We will also ensure M/WBEs who may be in the early stages of building their business have access to opportunities and are provided with an assessment of how to scale for optimal participation. OVG strives to create a robust, unified, and creative approach in its partnerships with local small business and in particular the Shawnee M/WBE community.

PROCUREMENT

When procuring goods and/or services, OVG is always interested in obtaining the highest quality of service for the best possible value. However, it is equally important that local, especially Shawnee-based, M/WBE vendors have an equal and fair opportunity to be considered. As part of our regular procurement process, OVG uses solicitation documents including Request for Proposals to obtain proposals from qualified vendors, with an emphasis on local participation.

OVG has a demonstrated history of embracing minority and women-owned businesses in its business activities as joint venture partners, managers, employees, subcontractors and vendors. OVG recognizes that government entities and private companies bear a special and continuing responsibility to make serious efforts to help M/WBEs thrive.

MATCHING MWBES WITH CONTRACTING OPPORTUNITIES

OVG will go beyond simply posting bids for M/WBEs. We will:

- Provide notice to qualified M/WBEs of available procurement opportunities. The notification process will include informing targeted MWBEs of scheduled pre-bid meetings, scopes of work, bid specifications, plan details, bid due date, and other relevant information
- Follow-up with M/WBEs after initial contact to encourage actual participation in the bidding process
- Inform M/WBEs about the actual bidding process and resources that are available to them to facilitate their participation, such as bonding, technical, and financial assistance

2.3.8 SUBCONTRACTOR LIST

OVG currently does not utilize any subcontractors at the Heart of Oklahoma Exposition Center, in terms of utilizing external support. Should the need arise for repairs or maintenance, such as for a weed eater or HVAC system, or addressing storm-related electrical issues, we engage the necessary services on an as-needed basis, without formal contracts.

Our food and beverage staff, excluding our F&B manager, are part-time employees. The current staff at the Expo Center have done a superb job collectively maintaining cleaning duties internally, while mechanical concerns typically are run through the fire system. In instances of frozen pipes, we promptly contact a trusted company to address the issue.

If we elect to subcontract any services, OVG would respectfully request the right to source additional subcontractors. In doing so, we will submit a list of such subcontractors to the City, including their qualifications and experience, as well as sub-contract terms and conditions, and subcontractor compensation or subcontractor billing rate.



2.3.9

COMPANY EXPERIENCE AND CLIENT REFERENCES



COMPANY EXPERIENCE

The City of Shawnee and the Heart of Oklahoma Expo Center's partnership with Oak View Group (OVG) shows how committed we are to managing venues with excellence. In the last five years, we've successfully managed two similar projects nearby. We've worked on projects like the Stride Bank Center in Enid, OK, and the Stormont Vail Events Center in Topeka, KS.

Here at OVG, we believe in providing great service while also being socially responsible. We're growing fast because we focus on doing things differently in the entertainment and hospitality industries. We're proud of the team culture we've built. People choose us because we're not too big, our team knows their stuff, and our managers are easy to reach. Plus, we've done well financially managing venues.

You can find more details about our successes at these venues in this section.



CONTRACT ADMINISTRATOR

Jerald Gilbert
580.616.7245
jgilbert@enid.org

ADDRESS

301 Independence St.
Enid, OK 73701
580.616.7380

GENERAL MANAGER

Jeff Bemis
jeffrey.bemis@oakviewgroup.com

STRIDE BANK CENTER

VENUE OVERVIEW:

VENUE CAPACITY: 5,000

DMA RANKING: 33

OVG'S ROLE:

- Complete Venue Management Services
- Food Services and Hospitality

LENGTH OF TIME PROVIDING SERVICE: 2013 - Present

FOOD AND BEVERAGE PROVIDER: In-House

TICKETING SERVICE PROVIDER: Ticketmaster

NOTABLE EVENTS & ACCOMPLISHMENTS:

- Host over 365 events annually
- 8 Sold Out Shows - Darius Rucker, Reba, Little Big Town, Alan Jackson, Disney Live, Willie Nelson, Championship Bull Riding, Gabriel "Fluffy" Iglesias
- Re-Opening of Convention Hall & Building of Event Center
- Secured Naming Rights Partner Stride Bank
- Hosted National Events - Fireball Run & American Kite Flyers, Powered with 100% Renewable Energy - OG&E Wind Power
- Hosted 2023 Oklahoma's Governor Pre-Inaugural Ball
- Hosted 75th United States Air Force Ball

SUMMARY:

Situated in the heart of Downtown Enid, Oklahoma, the Stride Bank Center stands as the ultimate destination for live entertainment and conventions in Northwest Oklahoma. Boasting a 5,000-seat arena, this premier facility hosts an array of world-class concerts, athletic events, trade shows, conventions, and grand banquets.

Owned by the City of Enid, the Stride Bank Center has been a beacon of cultural and economic vitality since its opening in June 2013. Its strategic location not only enriches the local community but also draws visitors from across the region, bolstering Enid's economic landscape.

Beyond its impressive arena, the center offers versatile convention space, including multiple ballrooms ideal for meetings, conferences, weddings, and banquets of any scale. With in-house catering and a dedicated staff passionate about delivering exceptional experiences, the Stride Bank Center ensures seamless convenience, making it the preferred choice for all-inclusive events under one roof.

CONTRACT ADMINISTRATOR

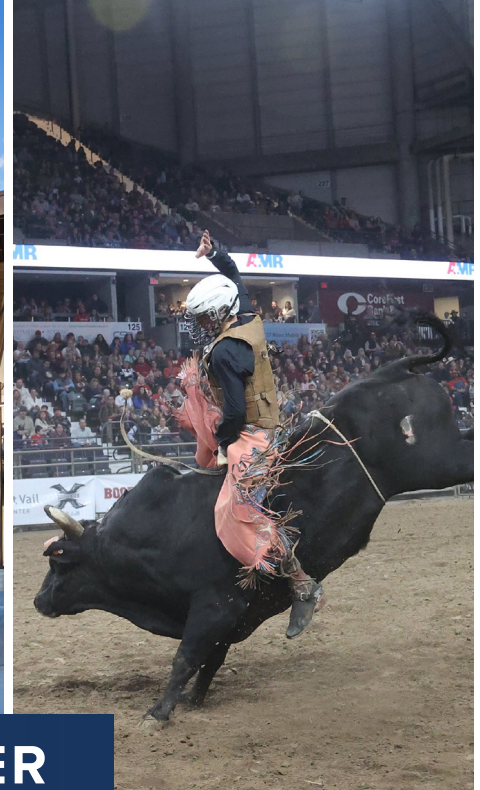
Rick Eckert
785.251.4042
rick.eckert@snco.us

ADDRESS

1 Expocentre Dr.
Topeka, KS 66612-1442
785..235.1986

GENERAL MANAGER

Kellen Seitz
kellen.seitz@oakviewgroup.com



STORMONT VAIL EVENTS CENTER

VENUE OVERVIEW:

VENUE CAPACITY: 10,000

DMA RANKING: 33

OVG'S ROLE:

- Consulting
- Complete Venue Management Services
- Partnerships - Premium Seating Sales
- Partnerships - Naming Rights
- Partnerships - Sponsorship Sales

LENGTH OF TIME PROVIDING SERVICE: 2017 - Present

FOOD AND BEVERAGE PROVIDER: OVG Hospitality

TICKETING SERVICE PROVIDER: Ticketmaster

NOTABLE EVENTS & ACCOMPLISHMENTS:

- PRCA New Years Eve Extreme Bulls
- URA World Final Rodeo
- Blizzard Bash
- Cirque Du Soleil
- NBHA State Finals
- Cowgirl Tough Barrel Bash
- Hope in the Heartland
- Kansas Reigning Horse Association

SUMMARY:

The Stormont Vail Events Center is a premier convention and live entertainment center in the Midwest; there is an exciting new renovation paired with historic buildings creating a storied, state-of-the-art facility. There is a professional, motivated, and enthusiastic staff that works hard to provide successful events and lifelong memories to all citizens of not only Topeka, but all of Kansas. Events range from family shows to concerts, Demolition Derby to horse shows, sporting events to trade shows and conventions, the facilities serve an vital role in boosting tourism and local traffic to restaurants, and retail to the ever growing and developing Topeka, Kansas.

Landon Arena, boasting a 10,000 person capacity, is climate controlled and features computerized lighting, closed-circuit TV security, a state-of-the-art sound system, a 13-foot drive-in entrance, plenty of power, and built-in ice capabilities. This facility also hosts volleyball, boxing, wrestling, basketball, along with family shows, exhibitions and even high school graduation.



2.3.10

LITIGATION HISTORY



OVG'S FIVE YEAR HISTORY

We've become a world leader in our industry by consistently proposing innovative solutions. What sets us apart even more is our unwavering commitment to delivering exceptional results for our clients' diverse range of venues, which includes arenas, convention centers, stadiums, multipurpose civic centers, conference facilities, theaters, ice rinks, fairground and equestrian centers, and an array of other event spaces. The foundation of OVG's success, and the success of our partners, is built on a foundation of vast corporate resources, rock-solid industry relationships, an unmatched team of readily accessible senior management and corporate support, and superior customer service.

Below is a list of clients that OVG has added to our portfolio in the last five years.

- Albany Municipal Auditorium at Flint River Entertainment Complex (Albany, GA)
- American Bank Center Convention Center (Corpus Christi, TX)
- BOK Center & Cox Business Convention Center (Tulsa, OK)
- Bon Secours Wellness Arena (Greenville, SC)
- Centene Community Ice Complex/St. Louis Blues Practice Center (Maryland Heights, MO)
- Charleston Coliseum & Convention Center (Charleston, WV)
- CHI Health Center (Omaha, NE)
- Climate Pledge Arena (Seattle, WA)
- Dallas Fair Park (Dallas, TX)
- EnMarket Arena and Johnny Mercer Theatre (Savannah, GA)
- Federal Way Performing Arts and Event Center (Federal Way, WA)
- Fertitta Center, Cougar Softball Stadium, TDECU Stadium, & Athletic Facilities, University of Houston (Houston, TX)
- First Interstate Arena (Billings, MT)
- FirstOntario Centre (Hamilton, ON, Canada)
- Five Sullivan Brothers Convention Center (Waterloo, IA)
- Fort Smith Convention Center (Fort Smith, AR)
- Fredericksburg Convention Center (Fredericksburg, VA)
- Greenville Convention Center (Greenville, NC)
- Heart of Oklahoma Expo Center (Shawnee, OK)
- Hertz Arena (Estero, FL)
- IX Center (Cleveland, OH)
- Kay Bailey Hutchison Convention Center (Dallas, TX)
- Lexington Convention Center, Rupp Arena, Lexington Opera House (Lexington, KY)
- Liberty First Credit Union Arena and Community Ice Rink (Ralston, NE)
- Lynnwood Convention Center (Lynnwood, WA)
- McCormick Place & Arie Crown Theater (Chicago, IL)
- Moody Center, University of Texas at Austin
- Mosaic Place (Moose Jaw, SK, Canada)
- Mullett Arena, Arizona State University (Tempe, AZ)
- Navy Pier (Chicago, IL)
- Owensboro Convention Center (Owensboro, KY)
- Pan American Center, New Mexico State University (Las Cruces, NM)
- Penticton Trade & Convention Center (Penticton, BC, Canada)
- PPG Paints Arena (Pittsburgh, PA)
- Richard M. Borchard Fairgrounds (Robbstown, TX)
- Santa Clara Convention Center (Santa Clara, CA)
- Siouxland Expo Center (Sioux City, IA)
- Snapdragon Stadium, San Diego State University (San Diego, CA)
- Spokane Arena (Spokane, WA)
- Stormont Vail Events Center (Topeka, KS)
- Swiftel Center (Brookings, SD)
- Tahoe South Events Center (Stateline, NV)
- TD Station (St. John NB, Canada)
- Terre Haute Convention Center (Terre Haute, IN)
- Thompson-Boling Arena, University of Tennessee (Knoxville, TN)
- Tony's Pizza Event Center (Salina, KS)
- Total Mortgage Arena (Bridgeport, CT)
- Tyson Events Center (Sioux City, IA)
- UBS Arena (Elmwood, NY)
- UPMC Event Center, Robert Morris University (Moon, PA)
- Virginia Credit Union Stadium (Fredericksburg, VA)
- VSU Multi-Purpose Center, Virginia State (Petersburg, VA)
- Waterloo Convention Center (Waterloo, IA)
- Xstream Arena, Coral Ridge Mall Ice Arena, & GreenState Family Fieldhouse (Coralville, IA)

FORMER CLIENTS

Since we began doing business, we have never had a management contract terminated for cause. We have had some contracts that were discontinued for reasons unrelated to our performance. Below and on the following pages are examples from the past five (5) years outlining occasions where a contract has not been renewed when renewing was an option. Note that through 2021, all former clients were that of Spectra Venue Management (acquired by OVG in 2021).

2020

Alaska Airlines Center, Anchorage, AK

Reason for Contract Loss: Mutually agreed upon termination of contract

Contact: Monica Kane, Interim Dir. of Bus. Services, 3211 Providence Drive, Anchorage, AK 99515 | mekane@alaska.edu | 907-786-1030

Du Arena & Du Forum, Abu Dhabi, UAE

Reason for Contract Loss: Due to a change of use in the facilities, our management contract was not renewed at the end of its term.

Contact: Alexis Dijksterhuis, VP, Strat. Planning & New Bus, Flash Entertainment, Khalifa Park, Abu Dhabi, UAE | +971 02 5098009 | Alexis@thinkflash.ae

2021

Roswell Convention Center, Roswell, NM

Reason for Contract Loss: Mutually agreed upon termination of contract

Contact: Joe Need, City Manager, City of Roswell, 575-637-6269
Wichita Falls MPEC, Wichita Falls, TX

Abbotsford Centre, Abbotsford, BC

Reason for Contract Loss: NHL Canucks organization assumed management upon our contract expiration as part of their agreement with the City to bring their AHL team to the venue.

Contact: Scott Hill, Manager, Rec Svcs.; 2499 McMillan Road, Abbotsford, BC V3G 1C4; P: 604-557-4401; shill@abbotsford.ca

Conf. & Event Centre Niagara Falls, Niagara Falls, NY

Reason for Contract Loss: Client took management in-house

Contact: Anthony Vilardo, President, USA Niagara Corp., 222 1st St #7, Niagara Falls, NY 14303; P: 716-284-2556; anthony.vilardo@ess.ny.gov

2022

Carteret Performing Arts Center

Reason for Contract Loss: Client took management in-house

Client Tenure: 5 years

Contact: Mark Hruska; 40 Roosevelt Ave Carteret, NJ 07008; hruskam@carteret.net; 732-541-3890

Singapore Sports Hub

Reason for Contract Loss: Client took management in-house

Client Tenure: 12 years

Contact: Bryn Jones, InfaRed Capital Partners Limited, Level 7, One Batholomew Close, Barts Square, London, EC1A 7BL; P: +44 (0)20 7484 1720; E: Bryn.Jones@ircp.com

2023

Jackson Convention Complex, Jackson, MS

Reason for Contract Loss: Mutually agreed upon termination of contract

Client Tenure: 3 years

Contact: Fred Banks, Chair of the CCCCC; 105 E. Pascagoula Street Jackson, MS 39201; Fred.Banks@phelps.com; P: (601) 960-2321

LITIGATION HISTORY

While there are certain prior and pending lawsuits involving Oak View Group (OVG) or its subsidiaries, all such lawsuits are in the ordinary course, and none are material to, or would impact the services to be provided by OVG under the definitive Agreement. We would also like to note that any current or pending litigation will not have an adverse financial effect on the performance of the project.



2.3.11

CERTIFICATION OF WBE, MBE, OR DBE



CERTIFICATION OF WBE, MBE OR DBE

Although Oak View Group (OVG) is not a certified WBE, MBE or DBE, OVG believes in the power of a diverse community and the valuable impact that differentiated experiences have on the business, regardless of race, gender identity, sexual orientation, religion, nationality, socioeconomic status, and mental or physical ability.

M/WBE PLAN

OUR VISION: BUILDING A DIVERSE AND INCLUSIVE COMMUNITY

OVG believes in the power of a diverse community and the valuable impact that differentiated experiences have on the business, regardless of race, gender identity, sexual orientation, religion, nationality, socioeconomic status, and mental or physical ability. We believe that actionable, long-lasting change is driven by intentional practices, which is why our focus is on building a diverse workforce, cultivating an inclusive workplace, and enhancing our marketplace so that it delivers meaningful culturally relevant products and services. Our diversity, equity, and inclusion programs and initiatives are focused around three pillars: (1) **Workforce**, (2) **Workplace**, and (3) **Marketplace**.

WORKFORCE

OVG places a great emphasis on the diversity of our workplaces. For OVG, this practice starts at our corporate office, with our Talent Acquisition department, which implements policies and procedures, networks with appropriate organizations, and provides our on-site teams with necessary resources and contacts. We are committed to implementing programs that address systemic inequities and provide the support and tools necessary to create an equitable environment for all. We do so by providing ongoing support for the community through recruiting, training, and placement assistance as well as career enhancement and development opportunities to the underrepresented and disadvantaged populations. Such efforts will ultimately strengthen the communities in which we operate. We actively seek out and engage local recruitment organizations and outreach associations whose goals align with ours in extending employment opportunities to the underserved and disadvantaged members of the communities in which we operate.

To facilitate achievement of diversity hiring goals, OVG implements job notification and referral procedures, including:

- Online posting of job announcements on our hiring website to invite local residents to apply for positions
- Distribution of notifications of employment opportunities to community organizations
- Participation in local job fairs to recruit residents for open and upcoming positions (or hosting a job fair if demand is sufficient)
- Activating social media channels for on-line networking and “grassroots” communication to connect with people where they are

BUILDING A DIVERSE PIPELINE

OVG is proud of our HBCU initiative, the goal of which is to increase the number of diverse applicants through all facets of OVG. We partner with Historically Black Colleges and Universities in our respective regions to expose students to our industry and provide them with experiential opportunities.

WORKPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small and disadvantaged businesses in our communities (Disadvantaged Business Enterprises or “DBEs”). We conduct in-depth research to determine the availability of local resources that help us connect to small businesses, including those owned and operated by women, minorities, the disabled, and veterans.

OVG’S LIMITLESS DE&I CONVERSATIONS

OVG continues to build upon conversations about diversity, equity, and inclusion taking place throughout our community and as well as nationally by offering culturally-relevant, participatory, action-oriented sessions, and content. From our ERG-led programs, to our community conversation series, to ERG-led book clubs, to our must-read DE&I newsletters that celebrate every cultural heritage month, our ERGs continually provide compelling content for our team members.

EMPLOYEE RESOURCE GROUPS (“ERGS”)

Governed by our Diversity, Equity & Inclusion Council, we have resource groups available to our employees. An employee resource group, or ERG, is a voluntary, employee-led group that consists of individuals in the company joining together based on common interests, backgrounds, or demographic factors. It is a forum to meet like-minded people, raise awareness on key issues, and share our culture and values. ERGs create communities in the workplace based on shared characteristics or life experiences. They focus on building community, providing support, and contributing to personal and professional development. These groups often work together to move us forward as an organization to constantly strive to be better.

MARKETPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small businesses and Disadvantaged Business Enterprises (DBEs) in our communities, including those owned and operated by women, minorities, the disabled, and veterans.

LOCAL ECONOMIC INCLUSION POLICY

We are committed to enhancing economic opportunities for minority-owned, women-owned, and other disadvantaged business enterprises throughout the operations of our venues. We establish and implement economic inclusion plans in each market we operate by adopting policies of enhanced economic opportunity with respect to our own contracting and purchasing, and we seek to influence our contractors, subcontractors, and vendors to abide by the spirit and intent of the policy.

GOAL-SETTING PROCESS

The old adage, “what gets measured gets done,” certainly applies to supplier diversity and utilization. The centerpiece of our business contracting initiatives are the goal-setting process. Our approach is to develop an annual procurement forecast by commodities/ services, and to develop specific goals for all procurement categories that align with our clients’ goals.

GOALS = PERFORMANCE EVALUATIONS

The companion to goal-setting is accountability. We incorporate the commodity/service-specific goals into the performance evaluations of our buyers, commodity managers, and key decision-makers.

BUYER AND KEY MANAGER TRAINING

It is essential that all buyers and senior managers be trained on the importance of utilization and maximizing participation strategies. We conduct briefings for all senior leaders to share the goals and objectives of our contracting initiatives and relevant KPIs to ensure success. We also conduct more in-depth training sessions for facilities’ employees with purchasing responsibilities to ensure they understand the program, how to use the tools that support the program, and their role in making the program successful.

COMPREHENSIVE OUTREACH PROGRAM: OVG’s strategic research and development approach to understanding small and emerging businesses results in the creation of a successful outreach program that speaks to the unique needs of our DBEs. Our outreach program centers on the following target groups, each of which has a vested interest in the community:

– **INFLUENCERS:** OVG identifies community members who positively influence local small businesses, and the community at large, through their support and advocacy of such businesses. We develop a database of influencers who range from well-known elected officials to lesser-known, powerful de facto community leaders and our outreach efforts include on-going communications including e-news updates, notifications of venue employment and business opportunities. When needed, we have direct, honest discussions with the influencers to maximize our outreach efforts. Influencers may include active community organization members such as:

- » Neighborhood Associations and Councils
- » Small Business Development Center
- » City Council Members
- » Business Leaders Associations
- » Congressional Members
- » Community Banks and Credit Unions
- » Additional Business Associations

– **STAKEHOLDERS:** OVG engages stakeholders early and often. Stakeholders are identified as community organizations providing business development services and education. Stakeholders are invited to share their programs and services with OVG, and to bi-annually advise OVG on our services.

– **BENEFICIARIES:** OVG appreciates that emerging DBEs may not recognize or understand business partnerships, subcontracting, or vendor service opportunities, so our outreach program goes beyond simply posting bids for DBEs we match them with contracting opportunities. Our focus is on:

- » **Education:** Provide notice to qualified DBEs of available procurement opportunities. The notification process includes informing targeted DBEs of scheduled pre-bid meetings, scopes of work, bid specifications and plan details, bid due date, and other relevant information
- » **Engagement:** Follow-up with DBEs after initial contact to encourage actual participation in the bidding process
- » **Empowerment:** Inform DBEs about the actual bidding process, and resources that are available to them to facilitate their participation, such as bonding, technical, and financial assistance



2.3.14

ATTACHMENT D

Attachment F: Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Pennsylvania CITY OF Philadelphia, before me, the undersigned authority, personally appeared Brian Rothenberg who, being duly sworn, despises and says they are EVP and General Counsel (Title) of Global Spectrum L.P. d/b/a OVG360 (firm) the Respondent submitting the attached proposal for the services covered by the RFQ documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Global Spectrum L.P. d/b/a OVG360

Respondent

EVP and General Counsel

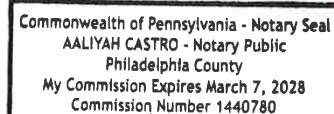
Title

STATE OF Pennsylvania
COUNTY OF Philadelphia

Subscribed and sworn before me this 14th day of May, 2024 by Brian Rothenberg who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Aaliyah Castro
Notary Public

March 7, 2028
My commission expires





2.3.15

ATTACHMENT E

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	Global Spectrum L.P. / d/b/a OVG360
Signature	
Printed Name	Peter Zingoni
Position	SVP, Business Development
Date	05/14/2024



2.3.16

ATTACHMENT F

Attachment D: Non-Collusion Affidavit of Vendor

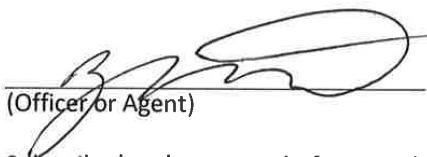
The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF Philadelphia SS. STATE
OF Pennsylvania)

AFFIDAVIT

I, Brian Rothenberg, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of Global Spectrum L.P. d/b/a OVG360 (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. Global Spectrum L.P. d/b/a OVG360 (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to Global Spectrum L.P. d/b/a OVG360 (Firm's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.


(Officer or Agent)

Subscribed and sworn to before me this 14th day of May, 2024

(SEAL)

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

March 7, 2028
My Commission Expires


(Notary Public)



SUPPLEMENTAL INFORMATION



INTO THE FUTURE

Our on the ground team at the Heart of Oklahoma Exposition Center has proudly served the Shawnee community over the years. In doing so, we have built relationships that have turned into multi-year partnerships to bring community and eloquently divided events to the Expo Center. The management team continues to receive outstanding reviews to assist with fueling these partnerships, to which you will find a testimonial from Renea Boiling of Bonus Race world Finals on the next page. Oak View Group (OVG) has worked to bring the City of Shawnee and the Expo Center the following events in on multi-year contracts including:

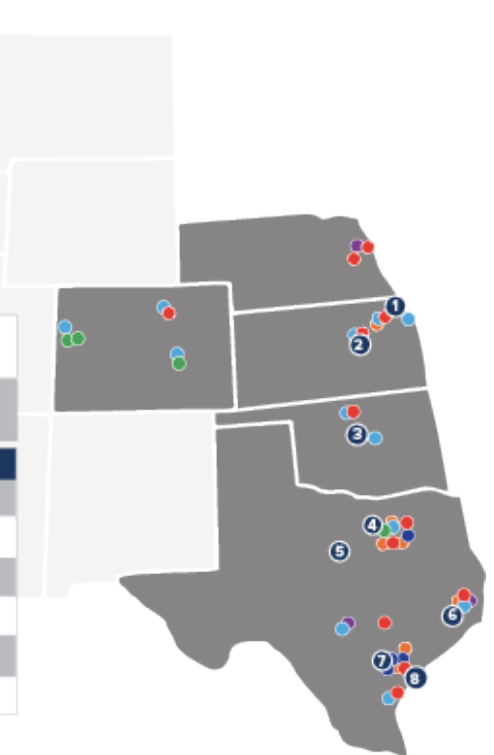
- Bonus World Race Finals
- International Youth Finals Rodeo
- Family Motorcoach Association RV Rallies
- Next Level Barrel Race

WE KNOW AGRICULTURE...

Here at Oak View Group, we are thoroughly familiar with the complexities of multipurpose facilities with a significant agricultural focus, as we oversee the operation of more than 10 fairground/agriculture facilities. Additionally, our regional footprint, which includes venues in Loveland, CO; Nampa, ID; Clovis, NM; Beaumont, TX; Dallas, TX; and Kerrville, TX, will allow us to share the advantages of our corporate expertise, our strong relationships, and unmatched event referral and routing opportunities among a compelling list of venues—all of which are non-competitive with Heart of Oklahoma Exposition Center. On the following pages we have provided venue profiles for each.

Regional Presence

1	AGRICULTURE HALL Topeka, KS 20,000 sq ft	7	RICHARD M. BORCHARD FAIRGROUNDS Robstown, TX 250 Acres
2	DOMER ARENA Topeka, KS 135,000 sq ft/250 stalls	8	MARVIN & LAURA BERRY PAVILION Robstown, TX Capacity of 3,000
3	HEART OF OKLAHOMA EXPO CENTER Shawnee, OK 52 Acres	Other Venues	
4	BRISCOE CARPENTER LIVESTOCK CTR Dallas, TX 55,000 sq ft	● Arena	
5	PAN AMERICAN ARENA Dallas, TX 2,500-seat Livestock Arena	● Stadium	
6	FORD MIDWAY Beaumont, TX 9 Acres	● Performing Arts Center/Theater	
		● Specialized	
		● Recreational	
		● Convention & Conference Centers	





May 8, 2024

To whom it may concern,

I am writing to recommend Frank Abott and Oak View Group as manager for the Heart of Oklahoma Exposition Center.

I have known Frank Abbott for a little over two years, in my role as an event producer with DOUBLE B PRODUCTIONS LLC, and have nothing but positive things to say.

There is no doubt in my mind that Frank has been an excellent addition to the Heart of Oklahoma Expo Center. I have always known him to be of sound character, compassionate, conscientious, persistent, and having a great sense of ambition.

Over the course of two years, I have witnessed tremendous growth in communication, leadership, organization, commitment, compassion and problem solving. As a seasoned manager there is no doubt Frank and his team will continue to excel.

I have witnessed Frank turn the facility into a place Shawnee can be proud of once again. It takes a great leader to get this done. His employees work as a team and take PRIDE in their facility. Frank's commitment to doing whatever it takes to ensure success is a skill that you can't afford to lose in today's employment market. Those type of people are near impossible to replace.

My hope is that our organization will be able to continue to work with Frank and Oak View Group in Shawnee for years to come. Please do not hesitate to contact me if you have any questions.

Sincerely,

Renea Bolling

Double B Productions, LLC

(Barrel Bash / Bonus Race World Finals)



CURRY COUNTY EVENTS CENTER & FAIRGROUNDS

3809 GRAND AVE
CLOVIS, NM 88101

VENUE CAPACITY:

- 3,200 CAPACITY

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY

LENGTH OF TIME PROVIDING SERVICE:

- 2020 - PRESENT

NOTABLE EVENTS:

- PIONEER DAYS RODEO
- HYLITE MONSTER TRUCK SHOW
- CLOVIS MUSIC FESTIVAL
- CBT BARREL RACE
- HIGH PLAINS JUNIOR RODEO
- HAUNTED FAIRGROUNDS

DOGGETT FORD PARK ARENA

5115 INTERSTATE 10 S
BEAUMONT, TX, 77705

VENUE CAPACITY:

- 8,500 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY
- NAMING RIGHTS AND SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:

- 2017 - PRESENT

NOTABLE EVENTS:

- HARLEM GLOBETROTTERS
- PRCA RODEO
- MONSTER NATION
- YMBL SOUTH TEXAS STATE FAIR BULL RIDING
- WILD HORSE OR BURRO ADOPTION
- MOTO-XTREME CIRCUS





DALLAS FAIR PARK COLISEUM

3809 GRAND AVE
DALLAS, TX, 75210

VENUE CAPACITY:

- 9,500 CAPACITY

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY
- NAMING RIGHTS & SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:

- 2019 - PRESENT

NOTABLE EVENTS:

- JURASSIC QUEST
- MONSTER TRUCK WARS
- TEXAS BLACK INVITATIONAL RODEO
- ATHLETES UNLIMITED BASKETBALL
- DONKEY AND MULE SHOW
- STATE FAIR OF TEXAS YOUTH RODEO

HILL COUNTRY YOUTH EVENTS CENTER

3785 HIGHWAY 27
KERRVILLE, TX, 78028

VENUE CAPACITY:

- 1,000 CAPACITY

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY

LENGTH OF TIME PROVIDING SERVICE:

- 2015 - PRESENT

NOTABLE EVENTS:

- KERR COUNTY STOCK SHOW & SALE
- TEXAS JR. ANGORA GOAT SHOW
- KERRVILLE RENAISSANCE FESTIVAL
- TEXAS GUN AND KNIFE SHOW
- SAN ANTONIO KENNEL CLUB
- STARS ALIGN OVER TLC MUSIC FEST





THE RANCH COMPLEX

5280 ARENA CIRCLE
LOVELAND, CO 80538

VENUE CAPACITY:

- 7,200 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT
- FOOD & BEVERAGE HOSPITALITY
- PREMIUM SEAT, NAMING RIGHTS & SPONSORSHIPS

LENGTH OF TIME PROVIDING SERVICE:

- 2003 - PRESENT

NOTABLE EVENTS:

- JURASSIC QUEST
- MONSTER TRUCK WARS
- TEXAS BLACK INVITATIONAL RODEO
- ATHLETES UNLIMITED BASKETBALL
- DONKEY AND MULE SHOW
- STATE FAIR OF TEXAS YOUTH RODEO

FORD IDAHO CENTER

16114 N IDAHO CENTER
NAMPA, ID 83687

VENUE CAPACITY:

- 12,000 SEATS

OVG ROLE:

- COMPLETE VENUE MANAGEMENT

LENGTH OF TIME PROVIDING SERVICE:

- 2015 - PRESENT

NOTABLE EVENTS:

- REGION 4 AHA
- BRANDED BONANZA IDAHO
- SNAKE RIVER STAMPEDE RODEO
- IDAHO PAINT HORSE
- DAN + SHAY
- BOISE SADDLE & JUMP



MAINTAINING DIVERSE SUPPLIERS

OVG's goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small, and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate. An overview of our Supplier Diversity Program is provided on the following pages.

OVG is firmly committed to promoting and advancing the meaningful participation of MWBE businesses in our industry and have a history of demonstrating the advocacy and inclusion for such firms in our business activities and practices. Through our strong local and corporate commitment, we will work diligently to establish a structured MWBE program that is reflective of the Saskatoon community and will enable OVG to incorporate new businesses into the Venues.



SUPPLIER

Diversity PROGRAM

OVG's continuous efforts in creating positive disruptions in sports and entertainment is visible in all aspects of our operations. Our goal to be the industry leader in delivering diverse content and shows globally starts at the ground level. Whether we are developing a new arena or renovating an existing one, we are committed to ensuring our suppliers reflect the communities we serve.

Our commitment to diversity and inclusion extends beyond our employment policies to our business practices.

Diverse Suppliers

INTERESTED IN WORKING WITH OVG

Our goal is to build and maintain an inclusive supplier diversity program that provides maximum opportunity for small and diverse businesses to become OVG vendors. By providing local, small and diverse businesses opportunities to work with us, we foster economic inclusivity and ensure a positive impact is made in the communities where we operate.

Being proactive and intentional helps us keep up with the ever-changing live entertainment industry, ensuring our supplier diversity program evolves as the industry does.





Who Do We Consider to Be a Diverse Supplier?

A diverse supplier is “a company/trader owned and managed at least 51% by a non-white minority, a disabled person or a woman.” We currently recognize a wide range of diverse certifications that include **MINORITY BUSINESSES, WOMEN, VETERANS, LGBTQ+, DISABLED PERSONS, and OTHER LOCAL CITY CERTIFICATIONS.** We understand that in certain instances we may have to use large scale companies, but we will continue to make best efforts to be economically inclusive every time opportunities arise.

Our Evaluation Process

There are several factors we consider when vetting our potential suppliers, which may change from market to market. Two areas we consistently emphasize are your company's capacity and key differentiators.

1. Capacity

Capacity, based on the size of your company, where in our operations would you be the most likely to succeed. The success of our suppliers is extremely important in live entertainment and sports in order to develop long lasting partnerships. We would never want you to sacrifice the quality of the products and services being provided to your other clients.

2. Key Differentiators

Key differentiators, we know that diversity fosters innovation and we want to know what sets you apart from your competitors. This includes but is not limited to cost savings, reduction in delivery or setup times, value-added services, product/services quality, and sustainability.

To fill out our Supplier Diversity questionnaire, please [click here](#).

If you have any questions regarding the questionnaire or about the program, please send your inquiries to supplierdiversity@oakviewgroup.com.

Interested in getting certified? For more information about the minority business certification process, please visit:

- [National Minority Supplier Diversity Council](#)
- [Women's Business Enterprise National Council](#)
- [The National LGBT Chamber of Commerce](#)



SAMPLE MENUS

At OVG, we're all about just serving up the best food and beverages – we're crafting experiences. We take pride in developing menus, crafting cocktails, and sparking creativity, tailored specifically for the guest experience. Together, we'll create menus that people will remember. On the following pages you will find examples of our current offerings at your beloved Heart of Oklahoma Exposition Center.



BREAKFAST BUFFETS

SIMPLE CONTINENTAL

\$9.95

Muffins, Cinnamon Rolls, Coffee and Juice

BISCUITS, GRAVY, SAUSAGE

\$9.95

Served with Coffee and Juice

THE CONTINENTAL

\$11.95

An assortment of muffins, cinnamon rolls, fresh fruits, coffee and juice.

THE TRAVELER

\$13.95

Scrambled eggs, sausage, bacon, or ham, hash browns, biscuits and gravy, coffee, and juice.

All paper products included, plates, plastic ware, napkins, cups, etc.





FULL SERVICE BUFFETS

All full service buffets include china, glassware, flatware, and complete wait staff. Salads, desserts, and beverages are pre-set unless otherwise requested. Salads are five including Spinach, Two Romaines, Endive, and Ice berg with choice of dressings. Buffets include iced tea, water, salad, dessert, and baked breads.

\$32.95

Slow smoked or roasted Prime Rib, carved on the line, with your choice of Boneless breast of Chicken Supreme, Peppered Beef w/ rice pilaf, Saute'd Mushroom Pork loin, or Breast of Chicken Teriyaki.

\$26.95

Baked or Smoked Pit Ham, carved on the line, with your choice of Boneless Chicken Supreme, Peppered Beef w/ rice pilaf, Breast of Chicken Teriyaki, Saute'd Mustard Pork Loin, or Lasagna.

\$24.95

Baked Chicken Supreme, Saute'd Pork Loin, Three Cheese Lasagna, Southwest Chicken Pasta, Salisbury Steak, Roast Turkey and Dressing, or Peppered Beef w/ rice pilaf.

Buffets include two entrées with choice of potatoes Au gratin, mashed garlic potatoes, or roasted new potatoes. Two vegetable choices of Glazed Baby carrots, Kernel Corn, Green Beans Almondine, Julienne Zucchini, Steamed Broccoli or Cauliflower, or a Medley of Broccoli, Cauliflower, and Snow peas. Desserts of Carrot or German Chocolate Cake, Chocolate or Vanilla Mousse, or fruit cobblers. Buffet price does not include facility rental, 18% gratuity and sales tax. 5% off-site catering fee.





When it comes to venues, *we do it all.*
When it comes to partnerships, *we are all in.*

- CHRIS GRANGER -
PRESIDENT, OVG

MANAGEMENT AGREEMENT

between

CITY OF SHAWNEE, OKLAHOMA

and

**GLOBAL SPECTRUM, L.P.
d/b/a OAK VIEW GROUP**

Dated: Effective as of July 1, 2024

MANAGEMENT AGREEMENT

This Management Agreement ("**Agreement**") is entered into on _____, 2024 and made effective as of the 1st day of July 1, 2024 ("**Effective Date**"), by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Oak View Group (formerly doing business as Spectra Venue Management) ("**Manager**").

RECITALS

WHEREAS, City owns the Heart of Oklahoma Exposition Center with 152,400 square feet of exhibition space (the "**Expo Center**"), and a fifty-two (52) acre fairgrounds on which the Expo Center is located, which includes an outdoor arena seating 7,500, a 19,200 square foot indoor arena seating 1,000 and an RV park (collectively, the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the City and Manager are parties to a certain Management Agreement dated August 1, 2019, as amended by a First Amendment dated March 29, 2024, pursuant to which the City engaged Manager to manage and operate the Facilities through September 30, 2024 ("**Prior Management Agreement**"), which Prior Agreement shall now expire on June 30, 2024 and thereafter be replaced by this Agreement;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: all expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

City- and County-Supported Events: shall mean the Pottawatomie County Free Fair, the Pottawatomie County Junior Livestock Show and the International Finals Youth Rodeo.

City: shall have the meaning given to such term in the opening paragraph of this Agreement.

Commercial Rights: naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the City.

CPI: the "Consumer Price Index" for "All Urban Consumers (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Repair: the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: an act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, including without limitation the Avedis Foundation Grant Agreement, dated February 6, 2017, and the Avedis Foundation Grant Agreement Amendment, dated June 21, 2023.

EXPO: shall mean the Heart of Oklahoma Exposition Center.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall be deemed to include the entire EXPO grounds property, including the Expo Center, the 7,500 seat outdoor arena, the 19,200 square foot indoor arena, and the RV park, as such areas are identified on Schedule 1 hereto.

FF&E: furniture, fixtures and equipment to be procured for use at the Facilities.

Fixed Management Fee: the fixed monthly fee the City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Fee: the fee the City shall pay to Manager under this Agreement for Manager's provision of Food and Beverage Services, as more fully described in Section 3.3 of this Agreement.

Food and Beverage Services: shall have the meaning given to such term in Section 13.1 hereof.

General Manager: the employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: the contingent fee the City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Initial Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: the General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning given to such term in the opening paragraph of this Agreement.

Marketing Plan: a plan for the advertising and promotion of the Facilities and Facilities' events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions

and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Net Operating Income/Loss: shall mean the amount by which Revenue exceeds Operating Expenses (resulting in Net Operating Income), or by which Operating Expenses exceed Revenue (resulting in Net Operating Loss), in the applicable time period.

Operating Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: a line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: all expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, and in connection with the provision of Food and Beverage Services and the marketing and sale of Commercial Rights, including but not limited to the following: (i) employee payroll, benefits, reasonable relocation costs (for Manager employees relocating to the Shawnee area to work on-site at the Facility, as opposed to any Facility employees relocating away from the Shawnee area), severance costs (limited to no more than 3-months' salary), bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs, if applicable (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxiv) cost of complying with any Laws, (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of City; (xxvi) amount of any deductible or self-insured retention under insurance policies; (xxvii) costs incurred under Service Contracts and other

agreements relating to Facilities operations, (xxviii) all costs relating to the provision of the Food and Beverage Services, including costs of goods, labor, licensing and insurance costs; and (xxix) taxes.

The term “Operating Expenses” does not include debt service on the Facilities, Capital Expenditures, property taxes, insurance on the Facilities of contents within the Facilities owned by City, the Fixed Management Fee, or the Incentive Fee, all of which costs shall be borne by City.

Operating Year: each twelve (12) month period during the Term commencing on July 1 and ending on June 30.

Operations Manual: document developed by Manager under the Prior Management Agreement, as updated from time to time, which contains terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the City and the Manager.

Revenue: all revenues generated by Manager’s operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding

taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the City to timely provide such funds.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, City shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Twelve Thousand Six Hundred Sixty Six Dollars and sixty-seven cents (\$12,666.67) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Fixed Management Fee for that year shall remain flat (and shall not increase or decrease). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months).

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be comprised of both a qualitative based fee ("**Qualitative Fee**") and a quantitative based fee ("**Financial Fee**"), as follows:

- (a) Qualitative Fee. Manager shall be eligible to earn a Qualitative Fee of up to twenty five thousand dollars (\$25,000) ("**Qualitative Incentive Fee Cap**") to be increased by CPI as described below) in each Operating Year (pro-rated for any Operating Years of less than a full 12 months based on the actual number of days elapsed in such Operating Year out of 365). Beginning in the second (2nd) Operating Year, the Qualitative Incentive Fee Cap shall be increased over the Qualitative Incentive Fee Cap from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Qualitative Incentive Fee Cap for that year shall remain flat (and shall not increase or decrease). The Qualitative Fee shall be determined by the City, in its reasonable and good faith discretion, based on its evaluation of Manager's performance each Operating Year in each of the following five (5) performance areas (with each area given an equal weighting):

- Community Involvement
- Innovative Sales and Marketing
- Repairs and Maintenance
- Results of Customer Service Surveys
- Stakeholder/Tenant Relationships

- (b) Financial Fee. Manager shall be entitled to receive twenty percent (20%) of the amount by which actual Net Operating Income/Loss in any Operating Year improves upon the actual Net Operating Income/Loss from the previous Operating Year. For the first (1st) Operating Year (July 1, 2024 to June 30, 2025), the calculation shall be measured against the Net Operating Income/Loss from the period of July 1, 2023 to June 30, 2024.

The Incentive Fee earned by Manager (both the Qualitative Fee and Financial Fee) shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Food and Beverage Fee. As consideration for Manager's provision of the Food and Beverage Services, Manager shall receive a Food and Beverage Fee of Five Percent (5%) of gross Revenue from the sale of food and beverage at the Facilities. Such Food and Beverage Fee shall be paid to Manager on a monthly basis, no later than thirty (30) days following the end of the month to which it relates.

Section 3.4 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The Prior Management Agreement shall terminate on June 30, 2024, and the initial term of this Agreement (the “**Initial Term**”) shall be for five (5) years, beginning on the Effective Date and ending on June 30, 2029. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period (“**First Renewal Period**”) to end on June 30, 2034, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2029. Following the First Renewal Period (if exercised), this Agreement may be renewed by the City for an additional five (5) year period (“**Second Renewal Period**”) to end on June 30, 2039, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2034. The Initial Term plus the First Renewal Period, if applicable, and the Second Renewal Period, if applicable, is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

(a) Termination due to Closure: subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the City in writing to Manager; or

(b) Termination due to Insufficient Funds: as the agreement exceeds more than one fiscal year for the City, subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event that funds appropriated for the continued payment of the agreement are insufficient in subsequent operating years; or

(c) Termination for Breach of Contract: by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(d) Termination for Insolvency: by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or

shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a) and (b), the City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed three (3) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the City for a termination pursuant to Section 4.2(a), except that, in the event the Facilities re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

(b) Upon termination or expiration of this Agreement for any reason (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) City shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) City shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, (iv) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

In the event this Agreement is terminated early by the City under Section 4.2(c) above due to an uncured breach by Manager, the City may setoff and deduct from amounts owed to Manager under Section 4.3(b) above any actual, documented damages incurred by the City as a direct result of Manager's breach. The City shall provide reasonable evidence of such damages to Manager prior to setting off and withholding such amounts.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITIES; CITY RIGHTS

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The City will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the City to Manager or acquired by Manager as an Operating Expense shall remain the property of the City, and shall be returned to the City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 Right of Use by Manager. The City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. The City shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facilities for all of Manager's full-time employees and for the Facilities' event staff.

Section 5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with its ownership of the Facilities.

Section 5.4 Use by the City. Subject to availability, the City shall have the right to use the Facilities or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not

consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the City, Manager shall provide to the City a list of available dates for City use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event, and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facilities rate and the rate (if any) charged to the City for such use of the Facilities.

Section 5.5 City- and County-Supported Events. The parties recognize that there may be a desire to permit specific City- and County-supported Events to use the Facility at a discounted or waived rental rate, if such Events have the potential of attracting a significant number of visitors to the City. In such event, the City and Manager shall confer to determine whether such discounted or waived rental rate should be granted.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the City. Manager shall select, in its sole discretion but subject to City's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the City, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City shall solicit for employment, or hire the General Manager. The City acknowledges that Manager will spend a considerable amount of time identifying, hiring and training the General Manager, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, the General Manager. Accordingly, in the event of a breach or anticipated breach of this Section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of First (1st) Year Operating Budget. The parties acknowledge that under the Prior Management Agreement, they developed a mutually agreeable Operating Budget for the first (1st) Operating Year. Manager agrees that at least 90 days prior to the commencement of each subsequent Operating Year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Subsequent Operating Budgets. Each annual Operating Budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. In order for the City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the City such reasonable financial information relating to the Facilities as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld or delayed). If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the

operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the City within 30 days of any significant change or variance in the bottom line net profit/loss number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted

or otherwise approved expenses for the month beginning on the Effective Date. The City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10

FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including without limitation books, ledgers, journals, accounts, reports, invoices and equipment purchase and maintenance records) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11

CAPITAL IMPROVEMENTS; MANAGER CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the City to consider such projects and to prepare and update a long-range Capital Expenditure budget. As part of each schedule of improvements, the Manager shall provide a prioritization of such improvements with the Manager's best estimate as to the timing of such improvements on a year-by-year basis for the following ten (10) years.

Section 11.2 Responsibility for Capital Expenditures. The City shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the City shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the City to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the City, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the City shall promptly reimburse Manager for the Emergency Repairs cost of such Capital Expenditure.

Section 11.3 Manager Contribution. The parties acknowledge that under the Prior Management Agreement, Manager made a \$350,000 capital contribution to the Facility, which was to amortize at \$50,000 per year over 7 years. As of the Effective Date, there remains \$100,000 of the contribution that remains unamortized ("**Unamortized Amount**"). Such amount shall amortize over the first two years of the Initial Term at the rate of \$50,000 per year. In the event this Agreement terminates or expires prior to the full amortization (regardless of the reason for expiration or termination, and specifically including if such expiration or termination is due to a breach, default or bankruptcy event by or affecting Manager), the City shall within thirty (30) days of such expiration or termination pay to Manager the Unamortized Amount. Such payment shall be made unconditionally, without setoff or deduction.

ARTICLE 12

FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Manager shall administer and assure compliance with all Existing Contracts to which it has copies.

Section 12.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the City. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

Furthermore, contracts that exceed one year in length shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 13

FOOD AND BEVERAGE SERVICES

Section 13.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, in each case either directly or through its Affiliate Ovations Food Services, L.P., dba OVG Hospitality, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility when approved in writing by the City.

Section 13.2 Concession and Catering Areas. Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facilities, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The City shall provide, at no cost to Manager, all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 13.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and

sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(e) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(f) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facilities;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take the City's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 13.4 Alcohol Licenses and Permits. Manager agrees to apply for all appropriate alcohol licenses and permits, subject to applicable law. The City shall provide reasonable assistance to Manager in such regard. At the end of the Term, Manager shall without charge to City relinquish its rights in, or terminate (as applicable), the alcohol licenses and permits for the Facility.

Section 13.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

ARTICLE 14

AGREEMENT MONITORING AND CONTRACT ADMINISTRATION

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City's administrator shall be the City Manager. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the City and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties and arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Indemnification by the City. City agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by City to pay any amounts due by City or to otherwise perform any obligations of City under any third-party contracts, licenses or agreements entered into by Manager in furtherance of its duties hereunder as authorized hereby; (d) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (e) any structural defect with respect to the Facilities, (f) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (g) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (h) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (i) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee

hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.4 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the City that are not covered by insurance for a third-party claim in respect of which the City is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses).

ARTICLE 16 INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit B, attached hereto, and shall provide to the City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Oklahoma or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-

party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

ARTICLE 17

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facilities, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including,

without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards (“PCI Standards”) and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager’s obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager’s stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facilities Advertisements. The City agrees that in all advertisements placed by the City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a “Managed by Oak View Group”.

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests. and Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

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

If to Manager:

Oak View Group
5050 S. Syracuse St.
Denver, CO 80237
Attn: President, Venue Management

With a copy to:

Stuart & Clover, PLLC
130 North Broadway, Ste. 100
Shawnee, OK 74801
Attn: Joe Vorndran

With a copy to:

OVG360 General Counsel
150 Rouse Blvd.
Philadelphia, Pennsylvania 19112

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. The parties acknowledge that the Prior Management Agreement shall expire on June 30, 2024, and thereafter be replaced by this Agreement, but any liabilities accruing through such date under the Prior Management Agreement shall survive expiration thereof and remain due and owing.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any

other than existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third-Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third-party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by City.

Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

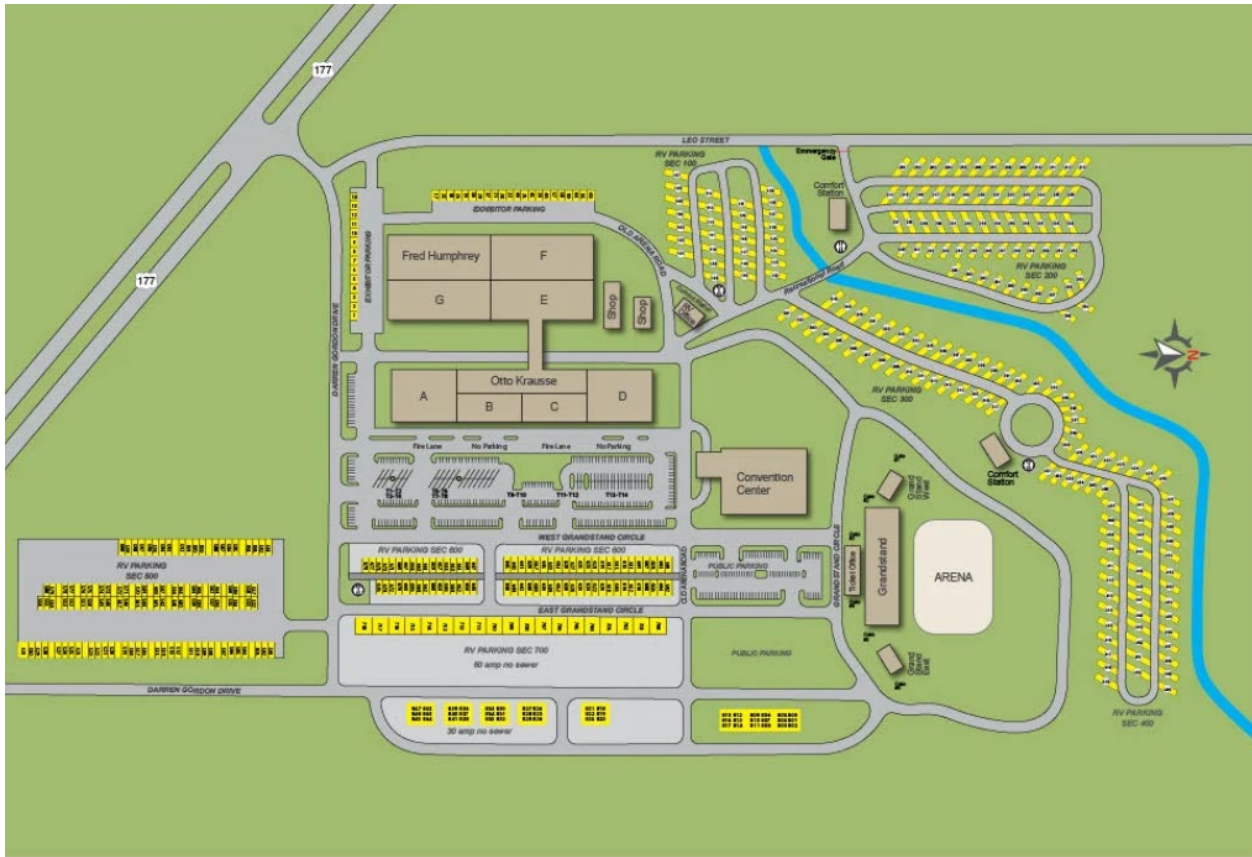
CITY OF SHAWNEE

GLOBAL SPECTRUM, L.P.,
d/b/a Oak View Group

By: Global Spectrum, LLC, its general partner

By: _____	By: _____
Name:	Name:
Its:	Its:

SCHEDULE 1
MAP DEFINING AREAS UNDER MANAGER'S MANAGEMENT



(Although shown here for clarity, areas under Manager's management are not inclusive of public roadways.)

EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, snow removal and landscaping, parking (if applicable), and general user services.

(b) In consultation with the City and subject to the City's approval, establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Subject to Section 12.2, procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion, or as required by Law.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the City, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the City.

(m) Secure, or assist the City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The City shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the City making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the City's approval, a Marketing Plan for the Facilities.

(s) Market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify City of any such damage or loss.

(u) Purchase, on behalf of the City and with City funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities, notwithstanding that purchases defined as Capital Expenditures have to strictly comply with City procurement policies. Manager and the City shall jointly conduct an initial inventory of FF&E at the Facilities within sixty (60) days of the Effective Date, and Manager shall thereafter, on an annual basis within sixty (60) days of the start of each Operating Year, conduct an inventory of FF&E at the Facilities, noting for the City which items were removed due to loss or damage.

(v) As agent for the City, manage risk management and Facilities insurance needs, as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City, and shall be reported within no more than ten (10) days for Asset Management purposes.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

**EXHIBIT B
INSURANCE**

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Oklahoma;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability:

\$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis):

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis):

\$1,000,000

Pollution Liability (Claims Made basis):

\$1,000,000

Crime Insurance:

Coverage on all on-site Manager employees. Limit: \$500,000.00



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an Agreement with Central Oklahoma Community Action Agency / Central Oklahoma Transit System for public transportation services in Fiscal Year 2024-2025.

Background: The City of Shawnee has long partnered with the Central Oklahoma Community Action Agency (COCAA) and their transportation division, Central Oklahoma Transit System (COTS) to provide public transportation services for the citizens of Shawnee.

COCAA has submitted a funding proposal to the City of Shawnee, which was reviewed by City staff. For Fiscal Year 2024-2025, COCAA has requested \$90,000, which is a \$10,000 increase compared to the \$80,000 funding level that had been approved for the current year.

Based on available funding, City staff recommends that the City Commission approve the agreement for Fiscal Year 2024-2025 in the amount of \$85,000.

Financial Impact: \$85,000 for Fiscal Year 2024-2025, budgeted in the General Fund, City Manager, Community Service Contracts, 001-5-0110-53300

Attachments: City of Shawnee proposal 2024-25 COCAA-COTS, Audit 3-31-2023 Final, COCAA-COTS FY24-25 Contract

Staff Recommendation: Approval of the agreement at the recommended funding level



Central Oklahoma Community Action Agency

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

April 2, 2024

Administration
405.275.6060

Central
Oklahoma
Transit
System (COTS)
405.273.3000

Ms. Kacie Eck
City of Shawnee
P.O. Box 1448
Shawnee, Ok 74802-1448

Dear Ms. Eck:

Rx for OK
1.800.256.5940

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

Community Resource
Development Offices

COCAA's administrative office, COTS, and our other Pottawatomie County services are located in the Shawnee downtown area. COCAA currently employs 31 staff members, of which 13 are COTS program staff.

Cleveland
405.701.2170
405.434.6100

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

Lincoln
405.695.1630

Logan
405.466.8249

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

Payne
405.624.2533

Pottawatomie
405.275.6060

For the 2023 year, COTS ran 166,167 revenue miles and provided 15,570 passenger trips. 13,490, or 86%, of these passenger trips were City of Shawnee residents. Passenger trips for the City of Shawnee area increased by 2,361 trips over last year.

Seminole
405.382.1800

COTS has been short drivers over the last year and has hired two part-time drivers to work as back-up drivers for the full-time staff when they are out on leave or illness or to add additional trips. These part-time drivers complete all the necessary FTA required safety trainings as all of our full-time drivers must complete to be able to driver for our agency. Despite being short drivers over the last year, COTS still maintained services and increased passenger trips compared to last year.

Volunteers
Impacting
People
(VIP)
405.275.7910

The following is a breakdown of City of Shawnee rides for the last two years.

Types of Rides	2022 (Annual numbers)	2023 (Annual numbers)
Education	126	259
Employment	1,829	3,109
Other/Nutrition	332	741
Recreation	531	801
Shopping	624	863
Medical	2,559	2,158
SoonerRide	4,926	5,558
COVID – 19	202	1
Total	11,129	13,490

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

COCAA would like to request the continued support of the COTS program from the City of Shawnee in the amount of \$90,000. This funding would be used for the following:

Drivers' salaries and fringe	\$50,500
Fuel	\$20,000
Vehicle insurance	\$10,000
Vehicle maintenance and repair	<u>\$ 9,500</u>
Total	\$90,000

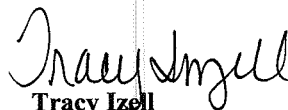
This budget includes one full-time driver and one part-time driver. The budget includes a \$10,000 increase over last year's contract. This increase will assist with vehicle maintenance and repairs and the increases in insurance. With new vehicles increasing in price over 30% over the last two years, the need to maintain current vehicles for a longer period is crucial to this transportation program.

Over the last year, COTS has been able to receive one 10-passenger micro-bus under the 5310 grant.

The request for proposal requests a copy of COCAA's audit. The audit for 3/31/2023 is included with this proposal.

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

Respectfully,


Tracy Izell
Executive Director


Tina Lowery
COTS Director

Enclosures

Central Oklahoma Community Action Agency, Inc.

**Financial Statements
and
Supplementary Information
March 31, 2023**

(With Independent Auditor's Report Thereon)

Central Oklahoma Community Action Agency, Inc.

Financial Statements and Supplementary Information March 31, 2023

Address:	131 N Bell Shawnee, Oklahoma 74802
EIN:	73-0772341
Phone number:	(405) 624-2533
Executive Director:	Tracy Izell
Contact person:	Tracy Izell, Executive Director

Central Oklahoma Community Action Agency, Inc.

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Central Oklahoma Community Action Agency, Inc.
Shawnee, Oklahoma

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of **Central Oklahoma Community Action Agency, Inc.** (the Organization), which comprise the statement of financial position as of March 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, based on our audit, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of March 31, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 14, the Organization has made corrections to its prior year financial statements that impacted the beginning balances and classifications of net assets for the year ended March 31, 2022. Our opinion is not modified with respect to this matter.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibility of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal and State Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Oklahoma Department of Commerce listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards

generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Landmark PLC". The signature is written in a cursive, flowing style.

Fort Smith, Arkansas
December 19, 2023

Financial Statements

Central Oklahoma Community Action Agency, Inc.

Statement of Financial Position March 31, 2023

ASSETS

Current Assets

Cash and cash equivalents	\$	231,402	
Accounts and grants receivable		517,206	
Prepaid expenses		8,215	
Total Current Assets			\$ 756,823

Property and Equipment, net

1,205,784

Other Assets

Tenant security deposits		2,525	
Investment in Millennium Sooner, LLC		588	
			3,113

TOTAL ASSETS

\$ 1,965,720

LIABILITIES AND NET ASSETS

Current Liabilities

Note payable	\$	25,755	
Accounts payable		26,585	
Payroll liabilities		19,411	
Accrued expenses		54,368	
Total Current Liabilities			\$ 126,119

Long-Term Liabilities

Tenant security deposits			600
Total Liabilities			126,719

Net Assets

Without donor restrictions		951,672	
With donor restrictions		887,329	
Total Net Assets			1,839,001

TOTAL LIABILITIES AND NET ASSETS

\$ 1,965,720

See accompanying notes to financial statements.

Central Oklahoma Community Action Agency, Inc.

Statement of Activities Year ended March 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUE AND SUPPORT			
Federal awards	\$ 1,937,799	\$ 220,440	\$ 2,158,239
State awards	85,848	-	85,848
Local funds	51,250	103,153	154,403
Program revenue	258,939	1,145	260,084
Rental income	20,603	-	20,603
Donations	70,381	-	70,381
Interest income	1,650	-	1,650
Other income	187,178	-	187,178
Net assets released from donor restrictions	198,286	(198,286)	-
TOTAL REVENUES AND SUPPORT	<u>2,811,934</u>	<u>126,452</u>	<u>2,938,386</u>
EXPENSES			
Program expenses	2,223,846	-	2,223,846
General and administrative	405,757	-	405,757
Fundraising expenses	85,125	-	85,125
TOTAL EXPENSES	<u>2,714,728</u>	<u>-</u>	<u>2,714,728</u>
CHANGE IN NET ASSETS	<u>97,206</u>	<u>126,452</u>	<u>223,658</u>
NET ASSETS, BEGINNING OF YEAR, AS PREVIOUSLY REPORTED	288,171	944,552	1,232,723
Correction of error	566,295	(183,675)	382,620
NET ASSETS, BEGINNING OF YEAR, AS RESTATED	<u>854,466</u>	<u>760,877</u>	<u>1,615,343</u>
NET ASSETS, END OF YEAR	<u><u>\$ 951,672</u></u>	<u><u>\$ 887,329</u></u>	<u><u>\$ 1,839,001</u></u>

See accompanying notes to financial statements.

Central Oklahoma Community Action Agency, Inc.

Statement of Functional Expenses Year ended March 31, 2023

	Program Expenses	Support Services		Total
		Management and General	Fundraising	
Client services	\$ 329,045	\$ -	\$ -	\$ 329,045
Communications	36,863	9,706	820	47,389
Depreciation	51,042	22,436	-	73,478
Direct expenses	653,986	-	-	653,986
Fringe benefits	303,360	20,375	15,017	338,752
Insurance	19,882	5,157	286	25,325
Interest	692	242	-	934
Maintenance and repairs	-	11,593	875	12,468
Other expense	24,233	12,650	20	36,903
Professional fees	15,285	16,117	1,071	32,473
Rent	52,153	24,199	-	76,352
Salaries	713,092	261,066	62,537	1,036,695
Subscriptions	2,791	10,250	2,152	15,193
Supplies	8,015	2,210	86	10,311
Training	3,024	3,478	635	7,137
Travel	3,318	4,902	1,626	9,846
Utilities	7,065	1,376	-	8,441
Total	\$ 2,223,846	\$ 405,757	\$ 85,125	\$ 2,714,728

See accompanying notes to financial statements.

Central Oklahoma Community Action Agency, Inc.

Statement of Cash Flows Year ended March 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets		\$ 223,658
Adjustments to reconcile change in net assets to net cash (used for) operating activities:		
Depreciation	\$ 73,478	
Change in:		
Accounts and grants receivable	(298,051)	
Prepaid expenses	(442)	
Tenant security deposits	600	
Accounts payable	(53,997)	
Payroll liabilities	57,138	
Accrued expenses	(94,753)	
Total adjustments		(316,027)
Net Cash (Used for) Operating Activities		(92,369)

CASH FLOWS FROM INVESTING ACTIVITIES

Capital expenditures	(115,940)	
Investment in Millennium Sooner, LLC	(588)	
Net Cash (Used For) Investing Activities		(116,528)

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on note payable	(6,386)	
Net Cash (Used For) Financing Activities		(6,386)

NET CHANGE IN CASH AND CASH EQUIVALENTS (215,283)

CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR 446,685

CASH AND CASH EQUIVALENTS, END OF YEAR \$ 231,402

See accompanying notes to financial statements.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

NOTE 1: NATURE OF ACTIVITIES

Central Oklahoma Community Action Agency, Inc. (the Organization) was incorporated as a nonprofit corporation, established to assist in developing, executing, and coordinating plans and programs authorized under the Economic Opportunity Act of 1964, and its subsequent amendments and other federal, state, and local laws and programs to alleviate poverty. The Organization reaches out to the diverse residents of Cleveland, Lincoln, Logan, Payne, Pottawatomie, and Seminole counties in Oklahoma with a wide range of programs including homeless shelters, food closets, transitional housing, transportation services, community centers, health clinics, and other services to promote self-sufficiency in low-income people. The Organization receives federal, state, and local grants and contracts, as well as other program revenues, as funding to provide these services.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Organization's policy is to prepare its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized in the period in which they are earned. Expenses are recognized in the period in which they are incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. The estimated useful life of property and equipment and the functional allocation of expenses all involve extensive reliance on management's estimates. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. At March 31, 2023, the Organization had cash equivalents of \$46,329.

Accounts and Grants Receivable

The Organization considers accounts and grants receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is deemed necessary. If accounts become uncollectible, they will be charged to operations when that determination is made. Determination of uncollectibility is made by management based on knowledge of individual accounts and consideration of such factors as current economic conditions. Credit extended is generally uncollateralized. Past-due status is based on contractual terms. Past-due accounts are not charged interest.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

Property and Equipment

With the exception of donated assets, property and equipment is stated at cost. Depreciation of property and equipment is computed on the straight-line method over the estimated useful lives of the assets, which range from five to thirty-nine years. Donated assets are recorded at fair market value on the date of donation. The cost basis of fully depreciated property and equipment still in use by the Organization at March 31, 2023 amounted to approximately \$171,000.

All acquisitions of property and equipment and all expenditures for repairs, maintenance, renewals and betterments that materially prolong the useful lives of assets and whose value meets or exceeds the amounts specified by the specific program are capitalized according to the program's specifications.

Property and equipment purchased with grant funds is owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the property and equipment purchased with grant funds. Their disposition, as well as the ownership of any proceeds therefrom, is subject to funding source regulations. At March 31, 2023, the net book value of grant-funded property and equipment is approximately \$689,000.

Financial Accounting Standards Board (FASB) Codification Topic *Property, Plant and Equipment*, Section *Subsequent Measurement* requires that long-lived assets and certain identifiable intangibles held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The application of this Codification Topic has not materially affected the Organization's changes in net assets, financial condition or cash flows.

Tenant Security Deposits

The tenant security deposits are maintained in a separate bank account and represent the deposits received from the tenants of apartments owned by the Organization.

Net Assets and Contribution Revenue

Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

Gifts of cash and other assets are recorded as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated asset. Contributions are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the Statement of Activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in net assets without restrictions if the restrictions expire in the fiscal year in which the contributions are recognized.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements

March 31, 2023

Gifts of land, buildings, and equipment are presented as support and revenue without restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized with donor restrictions. The Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Contributed services which increase non-financial assets such as property or inventory, as well as services contributed by individuals with specialized skills which would have otherwise been purchased, are reported as unrestricted support. Other contributed services that enhance the Organization's programs, but are not so essential that they would otherwise be purchased, are not recorded as support for financial statement purposes.

The majority of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions.

Revenue Recognition – Exchange Transactions

Rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All leases between the Organization and tenants of the property are operating leases with durations of one year or less. The Organization's transportation program has program service fee revenue. Performance obligations are satisfied at a point in time, and revenue is recognized when the services are provided to customers and additional services are no longer required.

Advertising and Promotions

The Organization follows the policy of charging advertising and promotions to expense as incurred. Advertising and promotions expense are included in Other Expense on the Statement of Functional Expenses. Total advertising expense for the year ended March 31, 2023 was \$1,091.

Functional Allocation of Expenses

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Other expenses that are common to several functions are allocated based on direct costs for the program during the year.

Income Taxes and Uncertain Tax Positions

The Organization qualifies as an organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not subject to tax at the entity level for federal and state income tax purposes.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements

March 31, 2023

The Organization accounts for uncertain tax positions in accordance with the provisions of FASB Codification Topic *Income Taxes*. FASB Codification Topic *Income Taxes* clarifies the accounting for uncertainty in income taxes and requires the Organization to recognize in their financial statements the impact of a tax position taken or expected to be taken in a tax return, if that position is more likely than not to be sustained under audit, based on the technical merits of the position. Management has assessed the tax positions of the Organization and determined that no positions exist that require adjustment or disclosure under the provisions of FASB Codification Topic *Income Taxes*.

The Organization files informational *Return of Organization Exempt from Income Tax* (Form 990) in the U.S. federal jurisdiction.

Adoption of Accounting Pronouncements

In February 2016, the FASB issued Accounting Standard Update (ASU) No. 2016-02, *Leases* (Topic 842), which supersedes Topic 840, *Leases*. This ASU requires lessees to record a right-of-use asset and corresponding liability equal to the present value of future rental payments on the Organization's Statement of Financial Position for all leases with a term greater than one year. The leases will be classified as either finance or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. Effective April 1, 2022, the Organization adopted ASU No. 2016-02 for the year ended March 31, 2023, using the optional new transition alternative method without restating prior periods. The Organization also elected the relief package of practical expedients of which there is no requirement to reassess existing leases, their classification, and initial direct costs as well as an exemption for short term leases with a term of less than one year. This ASU did not have a material impact on the Organization's financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets* (Topic 958). The new guidance requires contributed nonfinancial assets to be presented as a separate line item in the Statement of Activities apart from contributions of cash and other financial assets. The guidance also requires a disaggregate of the amount of contributed nonfinancial assets recognized within the Statement of Activities by category that depicts the type of contributed nonfinancial assets, whether the contributed nonfinancial assets were monetized or utilized and additional disclosure requirements. Donor-imposed restrictions associated with the contributed nonfinancial assets are also required to be disclosed. The Organization adopted the ASU effective April 1, 2022, the first day of the Organization's fiscal year, using the retrospective approach. The ASU did not have a material impact on its financial statements.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

Upcoming Accounting Pronouncement

In March 2023, the FASB issued ASU No. 2023-01, *Common Control Arrangements* (Topic 842). This ASU addresses two issues. The first issue provides a practical expedient to use written terms and conditions of a common control arrangement to determine whether a lease exists, and if so, the classification of and accounting for that lease. The practical expedient is allowed to be elected on an arrangement-by-arrangement basis. The second issue provides that leasehold improvements associated with common control leases be amortized over the useful life of the improvements to the common control group (regardless of the lease term) as long as the lessee controls the use of the underlying asset (the leased asset) through a lease. If and when the lessee no longer controls the use of the underlying asset, the leasehold improvements are accounted for as a transfer between entities under common control through an adjustment to retained earnings. This ASU is effective for fiscal years beginning after December 15, 2023, but early adoption is permitted for financial statements not yet issued.

NOTE 3: FINANCIAL INSTRUMENTS WITH RISK OF ACCOUNTING LOSS

The Organization uses financial institutions in which it maintains cash balances, which at times may exceed federally insured limits or are uncollateralized. The Organization has not experienced any losses in such accounts, and management believes it is not exposed to significant credit risk related to cash. At March 31, 2023, the Organization had no uninsured cash balances.

NOTE 4: PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at March 31:

Vehicles	\$ 484,381
Buildings	641,418
Land	213,160
Furniture, fixtures, and equipment	55,733
Construction in progress	498,560
Total property and equipment	<u>1,893,252</u>
Less accumulated depreciation	<u>687,468</u>
Property and equipment, net	<u>\$ 1,205,784</u>

See Note 5 for construction in progress.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

NOTE 5: HOME INVESTMENT PARTNERSHIP PROGRAM

The Organization received funds from two HOME investment partnership program grant contracts, the Wewoka and Shawnee projects, for the purpose of providing affordable housing to low and moderate income individuals. During the year ended March 31, 2023, the Organization received funds for Wewoka in the amount of \$114,640 and funds for Shawnee in the amount of \$105,800. The period of affordability is twenty years. The Organization will be required to pay back HOME funds invested in housing that does not meet the affordability requirements during the period of affordability as outlined in the agreement for both projects. The Organization has a land use restrictive agreement (LURA) deed restriction for both projects. The Wewoka project will be owned by the Organization and is included in construction in progress in property and equipment, net on the Statement of Financial Position. The Organization will be managing the Shawnee project. See Note 6. Neither project was placed in service as of March 31, 2023.

NOTE 6: INVESTMENT IN MILLENNIUM SOONER, LLC

The Organization is a limited partner with a 35% interest in profit and losses in Millennium Sooner, LLC. Millennium Sooner, LLC owns a 1% general partner interest in Sooner Affordable Housing Partners, LP (Sooner Affordable Housing). The Organization does not have a controlling interest in Millennium Sooner, LLC and therefore records its interest as an investment under the equity method. Sooner Affordable Housing is the owner and developer of the Shawnee project discussed in Note 5.

NOTE 7: CONCENTRATION OF CREDIT RISK AND FUNDING ARRANGEMENT

The majority of the Organization's support is derived from government contracts and grant awards administered through contracts with the state of Oklahoma or directly through the intermediary agency. Significant programs provided by the Organization includes:

Community Services – Administers federal and state grants for various programs for extremely-low to moderate income individuals to help alleviate the causes of poverty.

Emergency Services – Administers federal and state grants for emergency food and shelter programs for low-income individuals and families, homeless, and at-risk of homelessness.

HOME Investment Partnerships – Administers federal grants to provide affordable housing to low income, or disabled, or veteran individuals and families.

Transportation – Provides transit services for rural residents.

Government contracts and grant awards are renegotiated annually. For the year ended March 31, 2023, this support represented approximately 76% of the Organization's total revenue and support. The loss of a significant portion of these contracts and grant awards could have an adverse effect on the Organization's ability to continue in existence.

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

NOTE 8: BANKED MATCH

In accordance with requirements and procedures of Oklahoma Housing Finance Agency, the Organization carries forward HOME program match funds received in excess of match required by current year HOME contracts, and are available to be used as match on future HOME program contracts. This is referred to as "banked match." The balance of banked match as of March 31, 2023 was \$88,141. The banked match has not been reflected in the accompanying Statement of Financial Position or Statement of Activities because it does not meet the criteria for recognition.

NOTE 9: RETIREMENT PLAN

The Organization has a defined contribution 401(k) pension plan covering substantially all of its employees. Employees are vested after four years of service and contributions are matched to employee contributions with a cap at 5%. The contributions during the year ended March 31, 2023 were \$30,369.

NOTE 10: NOTE PAYABLE

A loan dated on January 6, 2021 was obtained to purchase a building for renovation. A certificate of deposit was used as collateral for the note. The entire note is considered current. The note was for \$45,000 with an interest rate of 3.7% and a balance of \$25,755 as of March 31, 2023.

NOTE 11: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following as of March 31, 2023:

HUD Wewoka - building construction in progress, restricted by time until placed in service	\$ 498,560
Shoes that Fit, restricted for intended use in the program	18,301
Avedis Discretionary, restricted for intended use in the program	370,468
	<u>\$ 887,329</u>

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements March 31, 2023

NOTE 12: LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization's financial assets available within one year of the Statement of Financial Position date for general expenditure are as follows:

Financial assets at year end:	
Cash and cash equivalents	\$ 231,402
Accounts and grants receivable	<u>517,206</u>
Total financial assets	748,608
Less:	
Restricted by donors for purpose restrictions	<u>388,769</u>
Financial assets available to meet cash needs for general expenditures within one year	<u><u>\$ 359,839</u></u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Organization manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs, and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged.

NOTE 13: COMMITMENTS AND CONTINGENCIES

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

Central Oklahoma Community Action Agency, Inc.

Notes to Financial Statements

March 31, 2023

NOTE 14: CORRECTION OF ERRORS

The Organization reclassified its beginning net assets as of April 1, 2022 due to corrections necessary to properly reflect the lack of donor restrictions on net assets and construction in progress asset that was recorded as program expenses. The effect on the financial statements was as follows:

	Previously Reported	As Restated	Prior Period Adjustment
Construction in progress	\$ -	\$ 382,620	\$ 382,620
Change in net assets	256,376	638,996	(382,620)
Net assets without donor restrictions	288,171	854,466	(566,295)
Net assets with donor restrictions	944,552	760,877	183,675
Net assets, end of the year	1,232,723	1,615,343	382,620

NOTE 15: SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 19, 2023, the date that the financial statements were available to be issued.

Supplementary Information

Central Oklahoma Community Action Agency, Inc.

Schedule of Expenditures of Federal and State Awards Year ended March 31, 2023

Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Contract Number	Expenditures
FEDERAL AWARDS			
<u>U. S. Department of Health and Human Services</u>			
Pass-through from:			
Oklahoma Department of Commerce			
Community Service Block Grant	93.569	18385 CSBG 21	\$ 2,822
Community Service Block Grant	93.569	17872 CSBG 20	513,213
Community Service Block Grant	93.569	18149 CSBG 21	567,289
Community Service Block Grant	93.569	18532 CSBG 22	476,350
Total U. S. Department of Health and Human Services			<u>1,559,674</u>
<u>U. S. Department of Transportation</u>			
Pass-through from:			
Oklahoma Department of Transportation			
Section 5311 Transportation	20.509	RT 2021-03	94,032
Section 5311 Transportation	20.509	RT2023-03	152,299
Total U. S. Department of Transportation			<u>246,331</u>
<u>U. S. Department of Homeland Security</u>			
Direct Programs:			
Emergency Food and Shelter Program	97.024	N/A	5,080
Emergency Food and Shelter Program	97.024	N/A	15,699
Total U. S. Department of Homeland Security			<u>20,779</u>
<u>U.S. Department of Housing and Urban Development</u>			
Pass-through from:			
Oklahoma Department of Commerce			
Emergency Solutions Grant Program	14.231	18398 ESG 21	5,329
Emergency Solutions Grant Program	14.231	18713 ESG 22	23,780
Emergency Solutions Grant Program	14.231	18418 ESG 21	10,086
City of Shawnee, OK			
Emergency Solutions Grant Program	14.231	ESG CV 2	71,820
Total Emergency Solutions Grant Program			<u>111,015</u>
Oklahoma Housing Finance Agency			
HOME Investment Partnership Program	14.239	20- HOME -1646	105,800
HOME Investment Partnership Program	14.239	21- HOME -1676	114,640
Total Oklahoma Housing Finance Agency			<u>220,440</u>
Total U. S. Department of Housing and Urban Development			<u>331,455</u>
Total Expenditures of Federal Awards			<u>\$ 2,158,239</u>

See Independent Auditor's Report

Central Oklahoma Community Action Agency, Inc.

Schedule of Expenditures of Federal and State Awards Year ended March 31, 2023

Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Contract Number	Expenditures
STATE AWARDS			
<u>Oklahoma Department of Commerce</u>			
State-Appropriated Funds for Community Action Agencies	N/A	18300 SAFCAA 22	\$ 14,770
State-Appropriated Funds for Community Action Agencies	N/A	18635 SAFCAA 23	30,328
Prescription Drug Program	N/A	RX 22 CAA OK/Canadian	6,561
Prescription Drug Program	N/A	RX 20 CAA OK/Canadian	34,189
Total Oklahoma Department of Commerce			<u>85,848</u>
Total Expenditures of State Awards			<u>\$ 85,848</u>
TOTAL EXPENDITURES OF FEDERAL AND STATE AWARDS			<u>\$ 2,244,087</u>

NOTE 1:

The accompanying Schedule of Expenditures of Federal and State Awards includes the federal grant activity of **Central Oklahoma Community Action Agency, Inc.** and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of **Central Oklahoma Community Action Agency, Inc.**, it is not intended to and does not present the financial position, changes in net assets, or cash flow of **Central Oklahoma Community Action Agency, Inc.**

NOTE 2:

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. **Central Oklahoma Community Action Agency, Inc.** has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



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

Board of Directors

Central Oklahoma Community Action Agency, Inc.

Shawnee, Oklahoma

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Central Oklahoma Community Action Agency, Inc. (the Organization) (a nonprofit organization), which comprise the statement of financial position as of March 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated December 19, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink that reads "Landmark PLC". The word "Landmark" is written in a cursive script, and "PLC" is written in a simpler, slightly stylized font.

Fort Smith, Arkansas
December 19, 2023



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

Board of Directors
Central Oklahoma Community Action Agency, Inc.
Shawnee, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited Central Oklahoma Community Action Agency, Inc.'s (the Organization) (a nonprofit organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance* Supplement that could have a direct and material effect on each of the Organization's major federal programs for the year ended March 31, 2023. The Organization's major federal programs are identified in the summary of independent auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Central Oklahoma Community Action Agency, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Board of Directors
Central Oklahoma Community Action Agency, Inc.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

A handwritten signature in black ink that reads "Landmark PLC". The signature is written in a cursive, flowing style.

Fort Smith, Arkansas
December 19, 2023

Central Oklahoma Community Action Agency, Inc.

Schedule of Findings and Questioned Costs Year ended March 31, 2023

Summary of Independent Auditor's Results

1. The opinions expressed in the independent auditor's report were:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer
2. The independent auditor's report on internal control over financial reporting disclosed:
Significant deficiency(ies)? ☐ Yes ☒ None reported
Material weakness(es)? ☐ Yes ☒ No
3. Noncompliance considered material to the financial statements was disclosed by the audit?
☐ Yes ☒ No
4. The independent auditor's report on internal control over compliance with requirements that could have a direct and material effect on each major federal awards program disclosed:
Significant deficiency(ies)? ☐ Yes ☒ None reported
Material weakness(es)? ☐ Yes ☒ No
5. The opinions expressed in the independent auditor's report on compliance with requirements that could have a direct and material effect on each major federal awards program were:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer
6. The audit disclosed findings required to be reported by the Uniform Guidance?
☐ Yes ☒ No
7. The Organization's major programs were:

Cluster/Program	Assistance Listing Number
Community Services Block Grant	93.569
8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in Uniform Guidance was \$750,000.
9. The Organization qualified as a low-risk auditee as that term is defined in Uniform Guidance?
☐ Yes ☒ No

Central Oklahoma Community Action Agency, Inc.

Schedule of Findings and Questioned Costs Year ended March 31, 2023

II. FINDINGS RELATING TO THE FINANCIAL STATEMENT AUDIT AS REQUIRED TO BE REPORTED IN ACCORDANCE WITH GENERALLY ACCEPTED *GOVERNMENT AUDITING STANDARDS*

There were no audit findings for the year ended March 31, 2023.

III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no audit findings for the year ended March 31, 2023.

Central Oklahoma Community Action Agency, Inc.

Summary Schedule of Prior Year Audit Findings

Year ended March 31, 2023

2022-001: Improved Fiscal Management

Criteria: Fiscal staff must consistently provide management with current and accurate financial information on a timely basis. Constant problems in receiving timely and current financial information can significantly impact management's ability to effectively guide an organization. Critical areas such as financial analysis, budgetary control, and cash flow can all be negatively impacted.

Condition: Based upon the results of our experience and observations made during our audit, it appears that Central Oklahoma Community Action Agency, Inc. (COCAA) has a lack of control and direction regarding overall fiscal management. The most significant issues noted were:

- Inability to timely provide complete and accurate trial balances for audit.
Initially trial balances as of March 2022 were not available until October 2022. Subsequent to October 2022, adjustments were made and the provided trial balances were inaccurate upon start of fieldwork in November 2022.
- Opening balances for balance sheet accounts did not tie to closing prior year audit balances.
- Extensive reconciliations, subsequent to fiscal year end, along with numerous adjustments were recorded for the year end.
- COCAA entered into tax credit projects during the audit period without properly recording the transactions in the financial statements.
- Management and the Board does not have timely financial information to facilitate decisions related to the fiscal well-being of the agency.
- Management does not have proper training for use and optimization of its accounting software.

Cause and Effect: Ineffective and inefficient fiscal management results allow for misrepresentative financial statements as well as allows for possible irregularities, including fraud, to exist and continue without being detected in the normal course of business.

Recommendation: Saunders & Associates, PLLC recommends COCAA take appropriate action to ensure management receives current and accurate financial information on a timely and consistent basis. COCAA needs further training on its accounting software for better use and optimization of its features. The future of COCAA is dependent on its ability to establish and maintain a sound accounting system that produces timely and accurate financial information.

Status: Management has corrected the finding in the current year.

2022-002: Improve Usage of Accounting Software – Excessive Use of Journal Entries

Criteria: Effective accounting procedures reduce the journal entries utilized by an organization.

Condition: COCAA enters revenues on a cash basis. Journal entries are then made each month to record accruals and reverse prior months accruals. This accrual and reversal process is done separately for each program in one journal entry for each program each month. At year end, COCAA also forced reconciliations to the Due To/Due From accounts and payroll liabilities. The payroll liabilities accounts journal entries did not flow through to the payroll expense accounts and due to the numerous and confusing journal entries we were unable to determine the cause of the error.

Central Oklahoma Community Action Agency, Inc.

Summary Schedule of Prior Year Audit Findings

Year ended March 31, 2023

Cause and Effect: This approach is time-consuming and potentially an area where multiple errors can occur. During the process of ensuring all balance sheet accounts were fairly stated the payroll expenses were overstated by approximately \$17,000 and was adjusted by COCAA prior to completion of the audit.

Recommendation: Saunders & Associates, PLLC recommends COCAA stop utilizing journal entries and utilize the features of their current accounting software for the accrual process. COCAA needs further training on its accounting software for better use and optimization of its features. Implementation of this suggestion would save a substantial amount of work, avoid duplication of efforts and increase the accuracy of the accounting process.

Status: Management has corrected the finding in the current year.

2022-003: Non-compliance with Auditee Responsibilities Related to Reporting Requirements Under Uniform Guidance

Criteria: Under the requirements of Uniform Guidance, it is the auditee's responsibility to ensure the audit is properly performed and submitted when due. The audit shall be completed and the data collection form and reporting package submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period.

Condition: COCAA did not meet the time constraints for submitting the audit for the fiscal year ending March 31, 2022. Obtaining complete and timely financial statements was problematic and numerous audit adjustments were suggested and accepted by management to ensure the financial statements accurately reflected the organization's overall financial position and results of operations. These factors contributed to significant delays in the ability to finalize year-end financial statements.

Cause and Effect: COCAA is out of compliance with the reporting deadline for the audit.

Recommendation: Saunders & Associates, PLLC recommends COCAA ensure fiscal processes are enhanced to ensure management receives current and accurate financial information on a timely basis which will allow for the audit process to be completed in a much less time-consuming and arduous process.

Status: Management has corrected the finding in the current year.

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

This Agreement is entered into this 1st day of July, 2024 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC., (operating as Central Oklahoma Transit System) hereinafter "COTS".

WITNESSETH

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

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

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

1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2024, and to continue until the 30th day of June, 2025. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (except holidays).
2. In exchange for the provision of such transportation services, the CITY shall pay to COTS Eighty Five Thousand Dollars (\$85,000.00) in installments as follows: Seven Thousand Eighty-Three Dollars and Thirty-Three Cents (\$7,083.33) the first of each month, July 2024 through June 2025. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three (3) of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of paragraph three. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.
3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the CITY a monthly report of COTS' expenditures, income, and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a Certified Public Accountant (CPA). COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants, and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.
5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the City Manager, COTS will allow the CITY to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.
6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of COTS and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of One Million Dollars (\$1,000,000.00).
7. COTS shall submit a request for renewal to the City Clerk's Office no later than March 31, 2025. As a part of this request, COTS shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year.
8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

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

WITNESS our hands on _____.

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

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

LISA LASYONE, MMC, CITY CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: June 17, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an Agreement with Shawnee Forward for economic development services in Fiscal Year 2024-2025.

Background: The City of Shawnee has contracted with Shawnee Forward in previous years to provide important economic development services to the community, including the promotion of growth and expansion of existing businesses as well as the recruitment of new industries and businesses to Shawnee to diversify the local economy.

Shawnee Forward has submitted a funding proposal to the City of Shawnee, which was reviewed by City staff. For Fiscal Year 2024-2025, Shawnee Forward has requested \$300,000, which is a \$5,000 increase compared to the \$295,000 funding level that had been approved for the current year.

Based on available funding, City staff recommends that the City Commission approve the agreement for Fiscal Year 2024-2025 in the amount of \$300,000.

Financial Impact: \$300,000 for Fiscal Year 2024-2025, budgeted in the General Fund, City Manager, Community Service Contracts, 001-5-0110-53300

Attachments: Shawnee Forward_FY2024-2025 Contract

Staff Recommendation: Approval of the agreement at the recommended funding level

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES
BETWEEN THE CITY OF SHAWNEE AND SHAWNEE FORWARD, INC.**

This Contract made and entered into this 1st day of July, 2024, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter "City"), and Shawnee Forward, Inc., an Oklahoma Not For Profit Corporation and 501(c)(6) business organization (hereinafter, "Shawnee Forward, Inc.") (together, "Parties").

WITNESSETH:

WHEREAS, local economic development is a legally recognized public and municipal purpose; and

WHEREAS, the City wishes to contract with Shawnee Forward, Inc. to promote economic development in the City of Shawnee, Oklahoma; and

WHEREAS, the City deems this Contract and the services to be performed hereunder to be a unique professional services contract; and

WHEREAS, the desired economic vitality outcomes for the City include an increase in retail sales tax revenues; the attraction, development, retention, and expansion of businesses and industries; and the creation of quality jobs for the purpose of increasing the economic prosperity of the community and its citizens; and

WHEREAS, Shawnee Forward, Inc. is a private, independent, non-profit organization comprised of private members, with an intent on enhancing economic growth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits that accrue to each of the parties hereto, the City and Shawnee Forward, Inc. do hereby agree as follows:

1. **Engagement of Shawnee Forward, Inc.** The City hereby engages Shawnee Forward, Inc. to perform certain economic development services for the benefit of the City of Shawnee, fostering a welcoming environment for existing businesses as well as those companies and site selectors contemplating investment in our region. Shawnee Forward, Inc. accepts such engagement pursuant to the terms and conditions set forth herein.
2. **Services Provided by Shawnee Forward, Inc.** Shawnee Forward, Inc. shall during the term of this agreement develop a comprehensive 5- to 10-year economic development plan, which will remain adaptable and updated in response to new data and the evolving community landscape. The plan will include the development and implementation of programs designed to accomplish the following:

- a. **Airport Expansion.** Facilitate and support the comprehensive planning of the Shawnee Regional Airport expansion.
- Collaborate with the Airport Advisory Board to identify priorities and provide technical advice and guidance from the aviation industry perspective;
 - Assist in the comprehensive update of the Airport Master Plan, focused on aerospace growth opportunities for the site;
 - Identify potential funding sources for development, and support the development of applications for public as well as private funding;
 - Actively market the airport to site selectors and at trade shows.
- b. **Retail Attraction.** Attract and recruit new retail businesses to increase the sales tax base and improve the quality of life for Shawnee residents.
- Establish a presence at International Council of Shopping Centers conferences;
 - Maintain a list of retail vacancies;
 - Work with an outside consultant to analyze current retail offerings and identify the gaps that exist for target recruitment;
 - Develop a retail recruitment marketing plan;
 - Identify potential funding for an incentive structure needed to close deals.
- c. **Corporate Attraction.** Stimulate economic activity through strategic efforts to attract and encourage the establishment and/or expansion of business in the City of Shawnee that result in the creation of quality jobs.
- Serve as the first point of contact for economic development services and collaborate with City staff as necessary to provide timely responses to inquiries from potential new businesses;
 - Encourage, prepare for, and lead industrial and trade team visits, including state-sponsored and international trade team visits;
 - Participate in professional trade shows as well as regional and statewide cooperative marketing programs that provide access to business intelligence databases and recruitment opportunities;
 - Create marketing collateral necessary to spotlight the benefits of the City of Shawnee to potential businesses.
- d. **Local Business Support.** Support existing Shawnee area businesses in their efforts to maintain a competitive market position, improve current operations and employment levels, and facilitate growth and expansion opportunities.
- Expand and promote a “Shop Shawnee” initiative to retain and grow Shawnee retail sales and tax revenues;
 - Provide access to resources to small businesses and local entrepreneurs;
 - Serve as a liaison between startup businesses and city departments;
 - Create programming and collateral pieces to assist small businesses and local entrepreneurs;

- Establish a “Growing Your Business” resource clearinghouse;
 - Host quarterly meetings for any small businesses and/or entrepreneurs to meet with Shawnee Forward, Inc. staff and City staff on “How to Start a Business”;
 - Jointly host an annual “State of the City” Town Hall with City staff and Elected Officials.
3. **Effective Date.** This Contract shall take effect on July 1, 2024, and shall remain in effect until June 30, 2025.
4. **Compensation.** The City will pay Shawnee Forward, Inc. the annual sum of \$300,000 payable monthly in twelve (12) \$25,000 installments.
5. **Records and Reporting.** Shawnee Forward, Inc., shall provide written reports describing economic development activities and changes in the economic prosperity indicators as well as any other information reasonably requested by the City Manager including but not limited to annual audits of Shawnee Forward, Inc. and other financial records relating to the Compensation outlined herein. Shawnee Forward, Inc. shall also provide a quarterly report in an appearance before the City Commission; the report will include:
- Activities in the previous quarter and plans for the upcoming quarter;
 - Jobs Count in the City and immediate surrounding areas;
 - New jobs created and lost;
 - Average salary of jobs created;
 - Assessed property values and year-over-year growth;
 - Median household income and year-over-year growth;
 - Annual comparison of the data to designated cities, as agreed to by both Parties.
6. **Employees.** Shawnee Forward, Inc. agrees to provide qualified and competent personnel to carry out the work program set out by Shawnee Forward, Inc..
7. **Independent Contractor Status.** Shawnee Forward, Inc. is a separate, legal entity subject to direction and control by its Board of Directors. All employees carrying out tasks pursuant to this Contract are employees of Shawnee Forward, Inc. and shall not be considered employees of the City under any circumstances. Any volunteers utilized by Shawnee Forward, Inc. shall likewise be considered under the exclusive direction of Shawnee Forward, Inc. and not employees or agents of the City under any circumstances. In this connection, should any liability arise under the Worker’s Compensation Act of the State of Oklahoma due to injury of any employee of Shawnee Forward, Inc., the same shall be considered the sole and exclusive liability of Shawnee Forward, Inc..
8. **Termination.** At any point, with or without cause, either Party may terminate this Agreement by providing sixty (60) days’ written notice of termination to the other Party.

In the event of termination, all rights and privileges provided for herein shall cease upon the expiration of the sixty (60) day timeframe provided for within the written termination notice.

9. **Non-Discrimination.** Shawnee Forward, Inc. shall manage its operations in accordance with federal and state anti-discrimination laws and shall not discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward, Inc. because of race, creed, color, national origin, gender, ancestry, and/or disability.
10. **Compliance with Laws.** Shawnee Forward, Inc. shall conduct its business under the terms of this Contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of economic development organizations.
11. **Assignment.** Neither party shall assign this Contract or any rights, responsibilities, or interests without the prior written approval of the other party.
12. **Indemnification and Hold Harmless.** Shawnee Forward, Inc. shall defend and hold harmless the City and any and all officers, agents, and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Shawnee Forward, Inc., its employees, and agents under or in connection with this Contract.
13. **Change in Status.** Shawnee Forward, Inc. shall immediately report to the City any change in its legal or corporate status.
14. **Waiver.** The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.
15. **Breach or Default.** If either Party to this Contract fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other Party may give notice of such breach. The breaching Party shall be notified, in writing, of its alleged breach and shall be given thirty (30) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or embezzlement of funds by Shawnee Forward, Inc., the Contract shall terminate immediately. If the breach is not remedied, the other party may terminate the Contract.
16. **Notices.** Any notice required or permitted under this Contract shall be deemed sufficiently given or served if hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties as follows:

City of Shawnee:

Attn: City Manager
16 W 9th Street
Shawnee, Oklahoma 74801

Shawnee Forward, Inc.:

Attn: CEO

130 N. Louisa Ave.

Shawnee, Oklahoma 74801

17. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma shall govern the construction and enforcement of this Contract. The parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this Contract. Prior to the initiation of a district court action, the Parties agree to participate in good faith mediation to attempt to settle any disputes that may arise.
18. **Full and Complete Agreement.** This Contract shall constitute a full and complete understanding between the parties with respect to the subject matter set forth herein. No prior or future representation, inducement, agreement, promise, or undertaking, alteration, amendment, deletion, or other such revision of or to this Contract shall have any force or effect unless the same is in writing and validly executed by both parties hereto.
19. **Severability.** Should any provision herein be determined to be illegal, invalid, void, or unenforceable by a court of competent jurisdiction, the balance of the Contract shall be deemed operative, to the extent possible.
20. **Construction.** Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
21. **Identity Theft Prevention.** Shawnee Forward, Inc. agrees to familiarize itself with 16 CFR §681, Identity Theft Rules and 24 Okla. Stat. §161 et seq., the Security Breach Notification Act. Shawnee Forward, Inc. agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
22. **Governmental Tort Claims Act.** By entering into this Contract, the City of Shawnee and its employees, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. §151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Oklahoma Government Tort Claims Act.

WITNESS our hands on _____.

SHAWNEE FORWARD, INC.

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor at the City Commissioners of Shawnee on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

JOE VORNDRAN, ATTORNEY AT LAW



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

Date: June 17, 2024
To: Board of City Commissioners
From: Jennifer Greenland, Human Resources Director
Subject: Consideration of an Agreement with GovInvest, Inc. for access to online platform with peer-city compensation information.

Background: In an increasingly competitive labor market, it is important for the City of Shawnee to attract and retain qualified employees. To assist the City's Human Resources staff in their understanding of peer city compensation, consisting of salaries, incentives, and other benefits, the City of Shawnee is considering an agreement with GovInvest, Inc. to gain access to their online Live Compensation platform.

At this time, whenever the City had a position in need of salary comparison or benefits information, Human Resources staff would request the information from staff at other municipalities, which can be a lengthy process and consume considerable staff time without always resulting in directly comparable data.

City staff therefore recommends that the City Commission approve an agreement with GovInvest, Inc. which provides a frequently updated data analytics platform that provides compensation insights to Shawnee's peer cities.

Financial Impact: \$15,500; General Fund, Human Resources, Other Contractual Services - 001-5-0410-53390

Attachments: GovInvest Statement of Work - Shawnee OK (2)

Staff Recommendation: Approval of the item

SaaS Licensing Agreement

GovInvest

Shawnee, OK

Apr 03, 2024

MASTER SERVICE AGREEMENT

This Master SaaS Services Agreement ("Agreement between GovInvest, Inc. ("Company"), and Shawnee, OK ("Client") effective Apr 03, 2024. This Agreement includes and incorporates each Summary of Services and Implementation, the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation, or similar form, even if signed by the parties before or after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Company shall provide the services identified in the Services section of each Summary of Services and Implementation (as defined below) attached to this Agreement (the "Services")
- 1.2 Client and Company shall mutually agree upon the Services to be performed by Company under this Agreement in a written summary of services and implementation (each, a "Summary of Services and Implementation"), in the form attached hereto as Exhibit A. Each Summary of Services and Implementation shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein, except as otherwise set forth in the applicable Summary of Services and Implementation. In the event of any conflict between this Agreement and a Services and Implementation, such Services and Implementation shall govern.
- 1.3 The initial Summary of Services and Implementation is hereto referred to as Schedule 1.
- 1.4 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Client will identify an administrative username and password for Client's account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.5 Subject to the terms hereof, Company will provide Client with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Client will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software nor use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (except to the extent expressly permitted in writing by Company or authorized within the Services); or remove any proprietary notices or labels.
- 2.2 Further, Client shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Client shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.

-
- 2.3 Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's failure to comply with the terms of this Agreement or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Client's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.
3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**
- 3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data ("Client Data") provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.
- 3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Client's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Client a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.
- 3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information

concerning Client Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1 Client will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Client's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Client support department.
- 4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3 Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Client. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.4 Company will charge additional fees, which are set at \$250/hour, if, after the Effective Date, Client: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Client to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.5 Company may incur business license fees that are mandated by Client. Client agrees to reimburse Company for said fees.
- 4.6 Company may incur costs for adding Client as additional insured to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.
- 4.7 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.

5. TERM AND TERMINATION

- 5.1 Subject to Section 5.3, this Agreement shall commence on the Effective Date and continue for one (3-year) ("Initial Term"), and thereafter shall renew for successive additional one (1) year renewal terms (each a "Renewal Term"), unless either party to this Agreement notifies the other in writing

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- at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."
- 5.2 Each Summary of Services and Implementation shall be effective upon the date set forth in such Summary of Services and Implementation and continue the end of the then current Term, and thereafter shall renew for successive additional one (1) year renewal terms, unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.
- 5.3 In addition to any other remedies it may have, either party may terminate this Agreement and/or any Summary of Services and Implementation upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or such Summary of Services and Implementation. Client will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement and the Summary of Services and Implementation which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit D. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

Company shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this

Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Client's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

SUMMARY OF SERVICES AND IMPLEMENTATION

This Summary of Services and Implementation (this "SSI") is entered into on the below execution date between GovInvest, Inc. ("Company"), and the Client listed below, pursuant to the terms of that certain Master Services Agreement (the "Agreement"), by and between Company and Client.

Client:

Jennifer Greenland, Director of Human Resources
Shawnee, OK
16 W 9th St, Shawnee, OK 74801
Jennifer.Greenland@shawneeok.org
4058781669

Services: 3 year term - Live Compensation for 100 classifications and 6 comparators of Enid, Stillwater, Bartlesville, Muskogee, Ardmore and Yukon

Product	One-time Implementation Fee	Annual Fee
Live Compensation	\$2000	\$13,500
Year One Total Cost	\$2,000	\$13,500

This pricing is good until Jun 28, 2024

Annual fee will increase by the greater of the US CPI or 5% each consecutive year, and payable in advance subject to the terms of Section 4 herein. Company will use commercially reasonable efforts to provide Client the services described in accordance with the terms herein, and Client shall pay Company the Implementation Fee in accordance with the terms herein.

The terms and conditions of this SSI are hereby incorporated into and made a part of the Agreement. All waivers and modifications in this SSI must be in a writing signed by both parties, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, this Summary of Services and Implementation has been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

GOVINVEST INC.:

Shawnee, OK:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Exhibit B

Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Client requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Client's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Client 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Client (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Client must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Client via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Client may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT D
Disclaimer of Software Analysis

Company does not warrant that operation of the Software shall be uninterrupted or error free except as stated above. The Customer is solely responsible for the accuracy and integrity of its own data, reports, documentation, and security. NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY COMPANY WITH RESPECT TO THE SOFTWARE, COMPANY'S SERVICES OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND COMPANY SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Because the calculations performed by the Software partially depend for their accuracy on the Customer's input, Company is not responsible for the correctness, accuracy, reliability, currency or otherwise of the output of the Software resulting from Customer's input, and makes no warranty with respect thereto. Customer assumes all risk of using the output of the Service and Software in Customer's business. The results reflected in the Software are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements will differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on the actual experience that emerges. Results shown in the software are not Statements of Actuarial Opinion and are for illustrative purposes only. Neither Customer, nor any other party receiving or reviewing the data, may rely on these calculations as indicative of future results. In situations where Company is providing input data, there is no guarantee of the completeness of collection of data. The company makes every effort to obtain as much relevant data as possible to facilitate meaningful comparisons with like data, but you should consider this inherent limitation when relying on the information provided by Company's Services. Company does not provide any warranty, either express or implied, including but not limited to any non-Company software installed on Customer's computer equipment, for the performance of Customer's selected Internet services, and for the performance of Customer's computer equipment or Customer's network system. The integration of the Software with any other application used by Customer is dependent on many factors beyond the control of Company, and the inability of the Software to integrate with such applications shall not be construed as a failure of the Software, or that the Software is defective.

EXHIBIT E

Statement of Work (SOW)

1 Executive Summary

Shawnee, OK ("Client") has engaged GovInvest to deliver Live Compensation and associated support services ("Services").

2 Service Description

GovInvest will provide the following Services to the Client.

- An online software platform customized with client's scoped classification and comparator project. Compensation information in the platform can be used to assess market positioning and compensation rates in anticipation of labor negotiation discussions and recruitment/retention efforts. The platform provides the ability to:
 - Review market compensation rates sourced from the following client and comparator documented disclosures:
 - Salary ranges/pay scales/schedule(s) for all classifications at respective agency.
 - Job descriptions for all classifications to be included in the project.
 - MOUs/Labor Agreements/Personnel Policies detailing various special .pays/allowances/PTO/etc.
 - Employer contributions toward medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).
 - Execute/refine position matching comparisons.
 - Benchmark compensation for new/expected/TBD classifications.
 - Run multiple scenarios for potential matches/groups.
 - Export reports for further analysis.
- Devoted software implementation specialist(s) to support Client on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the Client's identified stakeholders.

2.1 In Scope

The following services are in scope for the statement of work.

- Live Compensation
 - Live Compensation for 100 classifications and 6 comparators of Enid, Stillwater, Bartlesville, Muskogee, Ardmore and Yukon. Baseline data to be created/referenced using January/July of the respective fiscal year.
 - Capacity to swap a limited number of comparators as needed and upon mutual agreement.

2.2 Deliverables

The following deliverables will be provided to the Client as digital documents or as accessible online services and documents.

- The Live Compensation software module will contain a single online project for Client. The project deliverable will contain an online dashboard equipped with compensation information disclosed in agency source documents for classifications and comparators to be included as part of the Client Agreement, the purchased package being Total Compensation Software.

2.3 Project-Specific Client Responsibilities

GovInvest is counting on Client to provide the following:

- Live Compensation
 - A list of classifications from the client to be included in the software for benchmarking
 - A list of comparator agencies whose data is to be included in the Live Compensation Module
 - If client wishes to have GovInvest generate a peer group on behalf of the Client instead, then GovInvest will do so for an additional enhancement cost.
 - Compensation data from the client covering the following elements:
 - Salary schedule(s) for all classifications to be included in the study.
 - Job descriptions for all classifications to be included in the study.
 - MOUs/Labor Agreements/Personnel Policies detailing various special pays/allowances/PTO/etc.
 - Employer contribution amounts towards medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).

2.4 Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Live Compensation
 - GovInvest's creation of models beyond those noted in Sections 2.1 and 2.2.
 - Updating compensation data more than 3 times per calendar year.
 - Position matching performed by GovInvest for software-only packages (i.e., no additional enhancement costs scoped out for project).
 - Assessing fiscal impact of potential pay changes following market review.
 - Requesting additional data points related to benefits that are not being included/accounted for already (i.e., requesting data of pay/shift differentials, non-paid leaves, pension amounts, etc).
 - Comparing budget sizes of agencies.
 - Comparing/providing feedback of if new classifications should be created and/or changes to outdated job descriptions.

2.5 Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Live Compensation

The estimated project duration is 12-20 weeks from Kickoff meeting to Go-live meeting. Project duration is subject to the Client providing the necessary compensation data and scope inputs (classification/comparator list) as outlined in the project management timing agreed herein or during the project kickoff meeting.

Milestone	Expected Duration	Target Completion Date
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Kickoff meeting	<1 week	Jul 15, 2024
Data collection	4 - 6 weeks	To be set at Kickoff Meeting
Configuration - Salary	1 – 2 weeks	To be set at Kickoff Meeting
Validation 1	<1 weeks	To be set at Kickoff Meeting
Training - Salary	<1 week	To be set at Kickoff Meeting
Configuration - Benefits	6 - 8 weeks	To be set at Kickoff Meeting
Validate 2	1 - 2 weeks	To be set at Kickoff Meeting
Training - Benefits	<1 week	To be set at Kickoff Meeting
Go-Live meeting	<1 week	Aug 22, 2024

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a reflection of the total man hours/effort involved for this engagement. For a GovInvest Analyst's customized job matching enhancement, timing will be scoped separately in anticipation of the Kickoff Meeting. Also, Training and Go-Live Meetings may be combined into a single meeting for efficiency at the client's request.*

2.6 Project Management

GovInvest to provide the following project managements services:

- Manage project scope and schedule with Client per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

2.7 Resources and Skills

Client will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The GovInvest staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the Client.

The GovInvest resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader GovInvest team and Client, and scheduling project meetings.

2.8 Project Location

GovInvest will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

2.9 Project Acceptance

On completion of the implementation project, GovInvest will send a Project Acceptance Email indicating completion and requesting client's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the Client's project Sponsor.

Client's positive response to the Project Acceptance Email signifies Client's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the Client does not accept the Deliverables, then Client shall respond via email within fifteen calendar days following the

send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A GovInvest representative will follow up within 5 days and work with the Client to address specified shortcomings.

If Client does not respond to the Project Acceptance Email within fifteen calendar days after the date it is sent, Client shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and GovInvest will invoice the Client for the remainder of the price due to GovInvest, if any.

3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between GovInvest and Client; whichever date is later. Should you require more aggressive scheduling, please contact GovInvest to determine availability.
2. Client is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. GovInvest is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from Client.
4. Any restrictions or requirements regarding the GovInvest consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM GovInvest Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Client Responsibilities

Both Client and GovInvest are responsible for the successful execution of this engagement. Prior to the start of this SOW, Client will indicate to GovInvest in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Client Contact"). The Client Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as GovInvest is not responsible for lost data.

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2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
 3. Managing change request communications on behalf of the Client team.
 4. Making the necessary administrative usernames and passwords available to GovInvest if required for the successful completion of project.
 5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
 6. Providing the necessary workspace and network access to provide the above services.
 7. Providing access to building(s) and room(s) if required for the successful completion of project.
 8. Obtaining and providing project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
 9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
 10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). GovInvest may request that meetings be scheduled with Technical Contacts.
 11. Informing GovInvest of all access issues and security measures and providing access to all necessary hardware and facilities as required.
 12. Having the authority to resolve conflicting requirements.
 13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the GovInvest organization, if required.

Dependent upon the implemented module(s), client will provide certain individual resources for this project effort as determined by the GovInvest Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

5 GovInvest Responsibilities

GovInvest shall provide the Services and the GovInvest Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. GovInvest will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, GovInvest shall:
 - a. keep the Client Contact and Client Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Client to periodically review the work of GovInvest personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which GovInvest shall provide to Client upon Client's request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

GovInvest and Client will review the change request. Both parties must agree to the Change Request via email to authorize its implementation.

7 Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Client's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for Client's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discuss during the meeting, will be distributed to Client. Any changes to the project will be documented in these minutes. If a Change Orders is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Orderat process will be initiated after the Kick-off Meeting.

8 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the GovInvest Masters Services Agreement (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

9 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside GovInvest's organization. If a contract is awarded to GovInvest as a result of or in connection with the submission of this document, GovInvest shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between GovInvest and Client. This restriction does not limit GovInvest's right to use information contained in this document if it is obtained from another source without restriction.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. Client's and GovInvest's signature below authorizes GovInvest to begin the Services described above.

Shawnee, OK		GovInvest	
Name		Name	

Title		Title	
Signature		Signature	
Date		Date	
		SOW#	



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

Date: June 17, 2024
To: Board of City Commissioners
From: Jennifer Greenland, Human Resources Director
Subject: Consideration of a Resolution of the City of Shawnee, Oklahoma, nominating Tamera Johnson as a candidate to fill an open position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF), representing District 4 for a Five-Year Term, beginning October 1, 2024, through October 1, 2029.

Background: The City of Shawnee's non-union, full-time employees participate in the Oklahoma Municipal Retirement Fund (OkMRF). Shawnee is a member of District 4, which has a Trustee position that is set to expire on September 30, 2024.

As a member of District 4 and a participating employer, the City of Shawnee City Commission has the right to nominate one person to fill the trustee position for its district.

Tamera Johnson has served as the Trustee since 2015, when she was Director of Human Resources. As an active retiree since 2018, she qualifies to serve as a Trustee.

Financial Impact: None

Attachments: 2024 Nomination Notice, 2024 COS Resolution of District 4 Nomination_OkMRF

Staff Recommendation: Approval of the item



OFFICIAL NOTICE

May 1, 2024

TO: District 4 Members
FROM: Jodi S. Cox, Executive Director & CEO
Oklahoma Municipal Retirement Fund (OkMRF)
SUBJECT: Trustee Nomination for District 4 and Trustee-at-Large

PLEASE NOTE: There are two potential nomination ballots available to your district because the terms of the Trustee-at-Large and your District 4 OkMRF Board seat both end on September 30, 2024.

This serves to notify you of the nomination and election process for both the entire Membership (At-large) and the OkMRF District 4 Trustee positions. The term is for five years and begins October 1, 2024. Robert Johnston, City of Clinton, City Manager, currently holds the at-Large trustee position. And, Tamera Johnson, City of Shawnee, Retiree, currently holds the District 4 trustee position.

As a member of District 4 and a participating employer in OkMRF, your governing body shall have the right to nominate through its Authorized Agent one person to fill the expiring office in your district and one person to fill the expiring term of the Trustee-at-Large. The nominations cannot be for the same individual. Such nomination(s) shall be by Resolution (resolution samples enclosed) and shall be mailed and filed with the OkMRF office no earlier than May 20, 2024, but no later than June 30, 2024. Nomination(s) received after the close of business on June 30, 2024, will not be considered. **You do not have to exercise this right to make two nominations, but you certainly are within the right to do so.**

After we have received the nominations, OkMRF will then prepare a ballot listing the names and a brief statement of the background and experience of the nominees. We will then forward on or before, July 20, 2024, a certified copy of this ballot to each Authorized Agent in District 4 and to each Authorized Agent Membership-wide. The governing body of each employer in District 4 and all OkMRF Members shall be entitled to cast by resolution one vote for each open Trustee position. The ballots that will be furnished to you must be returned to OkMRF between July 20 and August 30, 2024.

According to the Plan's Trust Indenture, Article III, Paragraph 3.15, qualifications for such office(s) are:

Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be, at the time he is to take office, an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system). For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves. Any Trustee shall immediately be disqualified upon failing to meet any criteria for qualification as set forth above.

If you have any questions concerning the nomination or election process, please feel free to call us at 1-888-394-6673, Ext. 102. Forward your nomination(s) on or by June 30, 2024, to:

Oklahoma Municipal Retirement Fund
1001 NW 63rd Street, Suite 260
Oklahoma City, Oklahoma 73116

To ensure your nomination(s) were received, it is best to call the OkMRF offices and confirm delivery.

District 4 Members

Central Oklahoma Master Conservancy District, Chandler, Goldsby, Konawa, McLoud, Meeker, Newcastle, Noble, Norman, Okemah, Prague, Prairie Pointe at Stroud, Seminole, Shawnee, Slaughterville, Stroud, Tecumseh, Weleetka, Wellston, and Wetumka.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA, NOMINATING TAMERA JOHNSON AS A CANDIDATE TO FILL AN OPEN POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF), REPRESENTING DISTRICT 4 FOR A FIVE-YEAR TERM, BEGINNING OCTOBER 1, 2024, THROUGH OCTOBER 1, 2029.

WHEREAS, The Oklahoma Municipal Retirement Fund Executive Director/CEO, Jodi Cox, has notified all participating employers of District 4 that a five-year term on the Board of Trustees is expiring on September 30, 2024; and

WHEREAS, OkMRF is governed by a Board of Trustees who are nominated and elected by member cities, towns, and municipal agencies.

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of the City of Shawnee, Oklahoma:

THAT Tamera Johnson is hereby nominated for election to the OkMRF Board of Trustees.

Passed and approved this 17th day of June, 2024

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ED BOLT, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: June 17, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Code Official
Subject: Consideration of an appeal of the Administrative Order regarding property located at 214 West Oakland.

Background: The residential structure at 214 W Oakland was brought to a Public Nuisance Administrative Hearing on the following dates:

- 08.25.2022
- 05.16.2024

The owner appeared for the hearing on August 25, 2022, and May 16, 2024. The structure and property are not being maintained, and the owner has not made an effort to clean the property or establish water service. This particular property has garnered public concerns regarding safety and diminished property values in the neighborhood.

Staff request denial of the appeal and the right to proceed with demolition.

Financial Impact: N/A

Attachments: Appeal Letter, 214 W Oakland - Abatement File

Staff Recommendation: Denial of the appeal

May 23, 2024

RECEIVED CITY CLERK'S OFFICE

Date 5/23/24 Time 4:15pm

My name is Roy L. Heatley Jr.. I am appealing an ADMINISTRATIVE ORDER of the city of Shawnee OK County of Pottwatomie. Date of your Order is 16 May, 2024. Your order is of concern of 214 W. Oakland that is in the city limits of Shawnee. My reasons for this appeal is number 1, the city of Shawnee has not allow me the right to sale said property. The taxes have been paid except this year I paid for the property I have a write to sale property I own and paid for. The notice that was left on said property above forbid me to do so. The said property also had no trust passing signs on the property. It seems the city has the almighty power to trust pass as they wish. I think I heard it said absolute power is absolute corrupt. I believe your codes give you absolute power over sailing my property that I paid for which in the long run of it leaves you in liability for the burden you've place on me. The building is boarded up and stable. Your hearing officer is little over the top on his orders. It needs a paint job. Now that you've remove the tenant and building next to mine , it might give a buyer or me the motive to get it liveable. Because ever time I wanted to the people next door had

trash thrown and stack up so I just couldn't see the motivation at the time or feel it. Everything else Mr. Moore. Found wrong is what I call horse manure and that's the end of it.

Roy L Heath Jr.
May 23, 2024

BEFORE THE ADMINISTRATIVE HEARING OFFICE OR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 16 day of May, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/X appeared Roy Heatley

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 214 N - Oakland

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to 5-20, 2024 and shall complete remodel/demo no later than 6 months from date of permit 11-20, 2024

4) Structure ordered to be razed/removed on or about 5-27, 2024

[Signature]
Property owner or Representative

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

[Signature]
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

City of Shawnee

OKLAHOMA

Permit #: 20220923

Permit Date: 09/06/22

Permit Type:

Permit Type: B - Residential - Remodel

Residential/Commercial: Residential

Applicant Name: ROY HEATLEY

Applicant Address: 214 W OAKLAND

City, State, Zip: SHAWNEE, OK 74801

Phone Number: 405.464.2214

Email Address: royh6634@gmail.com

Description: REMODEL

Project Description: ABATEMENT

Project Cost: 30000

Square Feet: 528

Net Increase Square Feet: 0

Flood Plain Property Encroachment: no

Flood Plain Permit Required: no

Issued Date:

Expiration Date: 03/07/2023

Completion Date:

Mailing Number:

Status: Expired

Assigned To: Kevin Moore

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
0015-00-096-014-0-000-00	214 W OAKLAND	AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLSA 96 & 97 30' X 50'	ROY HEATLEY		R1

Plan Reviews

Date	Review Type	Description	Assigned To	Review Status
09/06/2022	Building	provide more detail on all the things you will be doing on the remodel	Kevin Moore	Failed

Fees

Fee	Description	Notes	Amount
New / Addition / Remodel - Commercial			\$105.60
Re inspection Fee	Enter number of inspections		(\$25.00)
Plan Check			\$26.40
		Total	\$107.00

BEFORE THE ADMINISTRATIVE HEARING OFFICE OR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 25th day of August, 2022 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

☒ appeared Roy Heatley

☐ / ☐ represented by legal counsel or other representative.

☐ / ☐ failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 214 W. Oakland

1) The Respondent shall commence the:

(a) / ☐ / ☐ Dismantling and removal of the building(s)

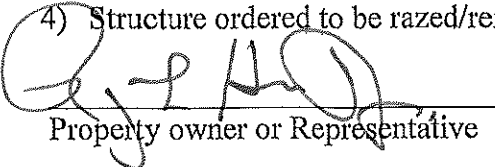
(b) / ☐ / ☐ Board and secure structure(s)

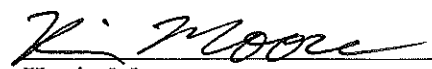
(c) / ☐ / ☐ Reset hearing date _____ / ☐ / ☐ I permit pulled void hearing date _____

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

3) Permits shall be obtained prior to Sept. 29th, 2022 and shall complete remodel/demo no later than 6 months from date of permit March 9th, 2022

4) Structure ordered to be razed/removed on or about _____, 2022


Property owner or Representative


Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

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

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 214 W OAKLAND
Lot 014, Block 096
AP SHAWNEE ADDITION

OWNER: ROY HEATLEY

HEARING DATE: May 16, 2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This is a rehearing from August of 2022 and the action involves a one-story 528 sqft residential structure with wood siding and wood frame roof which has been vacant since 2011, according to City utility records.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple broken windows and unsecured doors allowing the elements to enter the structure unimpeded and the property is overgrown with trees growing into the roof of the structure causing damage and has trash in the rear and there is foundation failures in the brick stem wall and the owner failed to meet the requirements from the hearing in that was in 2022.
- Notice
- There is no mortgage
- taxes are not paid for 2022 and 2023

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 214 W OAKLAND
Lot 014, Block 096
AP SHAWNEE ADDITION

OWNER: ROY HEATLEY

HEARING DATE: August 25, 2022

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 528 sqft residential structure with wood siding and wood frame roof which has been vacant since 2011, according to City utility records.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple broken windows and unsecured doors allowing the elements to enter the structure unimpeded and the property is overgrown with trees growing into the roof of the structure causing damage and has trash in the rear and there is foundation failures in the brick stem wall
- Notice mailed by Certificate of Mailing and posted upon property on or about July 28, 2022.
- There is no mortgage
- taxes are paid

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely impractical. My recommendation is that the owner must pull a demo permit within 48 hours of the hearing and the structure must be demo within (45) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of July 28, 2022.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo permit within (48) hrs of the hearing date. The abatement shall commence on or after May 27, 2024, if owner fails to apply for permit within the 48hrs and if the owner fails to complete the permit within (45) days after being issue, The abatement shall commence on or after July 5, 2024.

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely practical. My recommendation is that the owner must pull a remodel permit within 48 hours of the hearing and the structure must be remodel within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of July 28, 2022.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after September 9 ,2022 if owner fails to apply for permit within the 48hrs or if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after Thursday March 9 ,2023.

HEARING DATE 05-16-24 ADDRESS 214 W. OAKLAND

OWNER PRESENT Yes/No/Who Yes Roy Holtz

TIME MEETING STARTS 1:30

NOTES

- Re-Hearing

not completed

Wants to Appeal city Demolition

ORDER Proceed with Demo since not up to code

PERMIT OBTAINED BY OS

MEETING ADJOURNED

STRUCTURE REMOVED BY 15-2-25

1:32 pm

HEARING DATE 8-25-22 ADDRESS 214 W Oakland

OWNER PRESENT (Yes/No/Who) Ray Heatley

TIME MEETING STARTS 11:00 Am

NOTES _____

Wood siding

2011 Vacant

Broken Windows

unsecured doors

less trash unrec

No mortgage

Parks paid

remodel 48 hrs 180 days to be remodeled

demo. if owner fails to apply for remodel
permit

bring up to code

\$116 70% permit

Monday @ 11:00 29th

ORDER _____

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

311 N. Chapman
108 N. Penn
707 N. Minn
714 N. Beard
312 E. 11th

Sign In Sheet

DATE 5-16-24

(PLEASE PRINT)

623 S. Market
214 W. Oakland
1046 E. Wallace
627 N. Hobson
639 N. Hobson

ADDRESS	NAME	PHONE #	MAILING ADDRESS
311 N. Chapman	Zenaida Flores	405 532-3167	1211 Castle Creek, Shawnee OK 74804

1312 E. 11th Failed to appear

1108 N. Pennsylvania Failed to appear

707 N. Minnesota Failed to appear

714 N. Beard Elaine Taylor

623 S. Market Failed to appear

214 W. Oakland [Signature]

75 N. 21M

210 S. Pennsylvania

44 N. Elm

22 S. Bell

10 N. Hobson

14 W. Oakland

02 N. Kimberly

20 S. Broadway

31 S. Oklahoma

32 S. McKinley

Sign In Sheet

DATE 8-25-22

(PLEASE PRINT)

ADDRESS

NAME

PHONE #

MAILING ADDRESS

545 N. Elm failed to appear

44 N. Elm LaDana Jones Bryce

John Knighten

Raeana Jones

22 S. Bell failed to appear

10 N. Hobson failed to appear

14 W. Oakland R. J. H. Jones

Dilapidated Building

1:30 pm

Hearing Checklist

ADDRESS 214 W. Oakland Rehearing From 8-25-22

Date: 4-8-24

	yes	no
Water Service last date: <u>7/29/11</u>		X
Taxes Paid <u>22,23</u>		X
Mortgage		X
Prior Notice Hearing date: <u>7/28/22</u>	X	
Vacant	X	
Structure Unsecured		X
Vagrant Complaint(s)	X	
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)	X	
Property Posted	X	
Ran in paper date: <u>5/3/24</u>	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

Dilapidated Building

Hearing Checklist

ADDRESS 214 W. Oakland

Date: 7-19-22

	yes	no
Water Service last date: <u>7/23/11</u>		X
Taxes Paid	X	
Mortgage		X
Prior Notice date: / /		X
Vacant	X	
Structure Unsecured	X	
Vagrant Complaint(s)	X	
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)		X
Property Posted	X	
Ran in paper date: <u>7/24/22</u>	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

Building Inspections Preliminary Report

Address 214 W. Oakland

- | | |
|---|---------------------|
| 1. Lack of structure maintenance | Yes - No |
| 2. Weather/elements entering roof structure | Yes - No |
| 3. Weather/elements entering windows or walls | Yes - No |
| 4. Weather/elements entering doors | Yes - No |
| 5. Exterior siding/ walls degraded | Yes - No |
| 6. Foundation degraded/failing | Yes - No |
| 7. Structure unsecured | Yes - No |
| 8. Nuisance complaints | Yes - No |
| 9. Vagrant complaints | Yes - No |
| 10. Structure fire | Yes - No |
| 11. Structure occupied without utilities | Yes - No |

Building Inspector

W. C. [Signature]

Date

4-11-24

Parcel: 0015-00-096-014-0-000-00

As of: 4/4/2024

Pottawatomie County Report

ID: 630015748

Property Owner

Name: HEATLEY ROY

Property Information

Physical Address: 214 W OAKLAND

Mailing Address: 119 S OSAGE
SHAWNEE, OK 74801-

Subdivision: AP SHAWNEE

Block / Lot: 0096 / 0014

Type: (RI) Res. Improv.

S-T-R: N/A

Tax Dist: (218) 93 Shawnee

Size (Acres): 0.000

Extended Legal: AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLKS 96 & 97 30' X 50'

Market and Assessed Values:

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)
Land:	\$2,500	\$2,500	\$300
Building:	12,768	5,681	682
Total:	\$15,268	\$8,181	\$982

Taxes:

Estimated Taxes: \$102

Homestead Credit: \$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

*cc. 5/8 n Patsch's
Shawnee
OK.*

Land:

Land Use	Size	Units
	1.00	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
12/5/2019	2019	13830	Quit Claim	6.00	\$4,000	DAVIS ANN M	21	
7/26/2010	2010	10084	FidDeed	0.00	\$0	DAVIS KENNETH L & ANN M	04	
10/12/1996	2590	305	Consolidatio n	0.00	\$0	DAVIS KENNETH	U	

Not a Legal Document.
Subject to terms and conditions.
www.actdatascout.com

Property Owner

Name: HEATLEY ROY

Property Information

Physical Address: 214 W OAKLAND

Water 7-23-11

Mailing Address: 119 S OSAGE
SHAWNEE, OK 74801-

Subdivision: AP SHAWNEE

Block / Lot: 0096 / 0014

Type: (RI) Res. Improv.

S-T-R: N/A

Tax Dist: (218) 93 Shawnee

Size (Acres): 0.000

Extended Legal: AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLKS 96 & 97 30' X 50'

Market and Assessed Values:

Taxes:

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$2,500	\$300
Building:	5292	635
Total:	\$7,792	\$935

**Estimated
Taxes:**

\$94

**Homestead
Credit:**

\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1	Lots

Heaving

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
12/5/2019	2019	13830	Quit Claim	6.00	\$4,000	DAVIS ANN M	21	
7/26/2010	2010	10084	FidDeed	0.00	\$0	DAVIS KENNETH L & ANN M	04	
10/12/1996	2590	305	Consolidatio n	0.00	\$0	DAVIS KENNETH	U	

Parcel: 0015-00-096-014-0-000-00

As of: 4/4/2024

Pottawatomie County Report

ID: 630015748

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Wood	528	2	1934	90	Fair + 7.5	2

Exterior Wall: Frame, Siding,

Heat / Cool:

Plumbing: Full: 1

Roof Cover: Composition Shingle

Year

Remodeled:

Fireplace: N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Wood Deck - Covered		48			

Pa
As

1-00-096-014-0-000-00
022

Ottawatomie County Report

ID: 630015748

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Wood	528	2	1934	88	Fair + 7.5	2

Exterior Wall: Frame, Siding,

Heat / Cool:

Plumbing: Full: 1

Roof Cover: Fiberglass Shingle

Year

Remodeled:

Fireplace: N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Wood Deck - Covered		48			

Tax Roll Inquiry

Pottawatomie County Treasurer



Wendy Magnus, Treasurer
325 N. Broadway Ste. 203 Shawnee, OK 74801
Phone: 405-273-0213
Fax: 405-275-8644
E-Mail: noreply@pottcotrea.org



20210015748

Owner Name and Address

HEATLEY ROY
119 S OSAGE
SHAWNEE OK 74801-0000

Taxroll Information

Tax Year : 2021
Property ID : 0015-00-096-014-0-000-00
Location : 214 W OAKLAND SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 100.76
Type of Tax : Real Estate
Tax ID : 15748

Legal Description and Other Information:

AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLKS 96 & 97 30' X 50' 1.00 Lots

Assessed Valuations	Amount	Tax Values	Amount
Land	266	Base Tax	117.00
Improvements	898	Penalty	0.00
Net Assessed	1164	Fees	0.00
		Payments	117.00
		Total Paid	122.27
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
04/04/2022	42463	Other	Penalty	5.27	
04/04/2022	42463	Other	Taxes	117.00	ROY HEATLEY->268E0EA8-25F9-47E1-858A-76E38D83...

Tax Roll Inquiry

Pottawatomie County Treasurer

Buddy Anderson, Treasurer

PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



Owner Name and Address

HEATLEY ROY
119 S OSAGE
SHAWNEE OK 74801-0000

Taxroll Information

Tax Year : 2023
Property ID : 0015-00-096-014-0-000-00
Location : 214 W OAKLAND SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 104.47
Type of Tax : Real Estate
Tax ID : 15748

Legal Description and Other Information:

AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLKS 96 & 97 30' X 50' 1.00 Lots

Assessed Valuations	Amount
Land	300
Improvements	635
Net Assessed	935

The Penalty for this tax statement is calculated through April 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Tax Values	Amount
Base Tax	98.00
Penalty	4.41

Tax Values		Amount
Fees		0.00
Payments		0.00
Total Paid		0.00
Total Due		102.41

Date	Receipt	Paid With	Payment For	Amount	Paid By
------	---------	-----------	-------------	--------	---------

No records Found!

Login (build: 23127:20240308.2)
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07/28/2022



Notice of Hearing Concerning Dilapidated Building(s)

07/28/2022

ROY HEATLEY
119 S OSAGE
SHAWNEE, OK 74801

Problem Property: 214 W OAKLAND
Legal: AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLSA 96 & 97 30' X 50'

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **11:00AM.** on **08/25/2022**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:



Building Inspections Preliminary Report

Address 214 W. Oakland

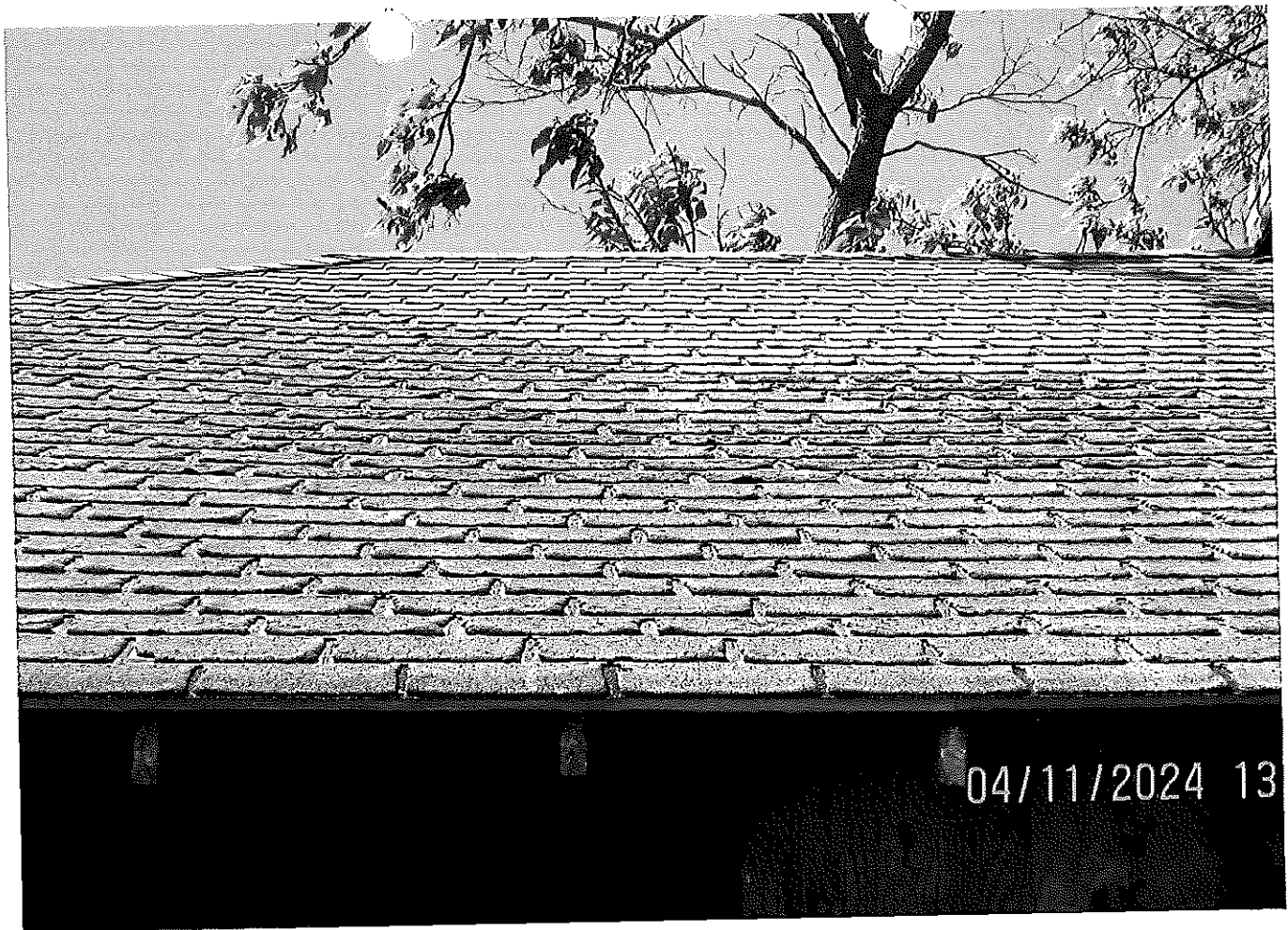
- | | |
|---|---------------------|
| 1. Lack of structure maintenance | Yes - No |
| 2. Weather/elements entering roof structure | Yes - No |
| 3. Weather/elements entering windows or walls | Yes - No |
| 4. Weather/elements entering doors | Yes - No |
| 5. Exterior siding/ walls degraded | Yes - No |
| 6. Foundation degraded/failing | Yes - No |
| 7. Structure unsecured | Yes - No |
| 8. Nuisance complaints | Yes - No |
| 9. Vagrant complaints | Yes - No |
| 10. Structure fire | Yes - No |
| 11. Structure occupied without utilities | Yes - No |

Building Inspector Wc

Date 7-19-12



















Notice of Hearing Concerning Dilapidated Building(s)

04/30/2024

ROY HEATLEY
119 S OSAGE
SHAWNEE, OK 74801

Problem Property: 214 W OAKLAND
Legal: AP BLK 96 E30' LOTS 13 & 14 & PT. OF BLSA 96 & 97 30' X 50'

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **1:30PM**, on **05/16/2024**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

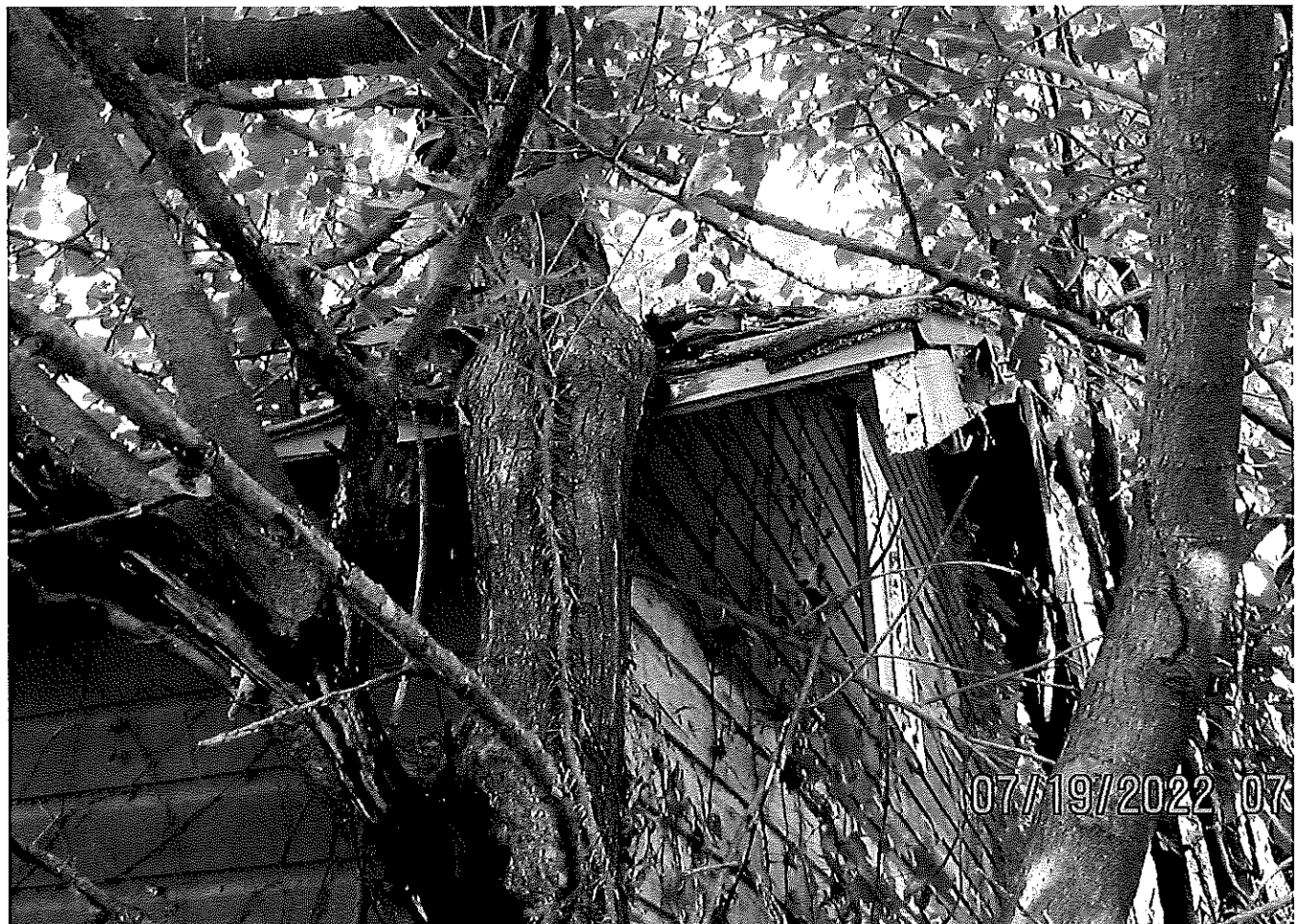
If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal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

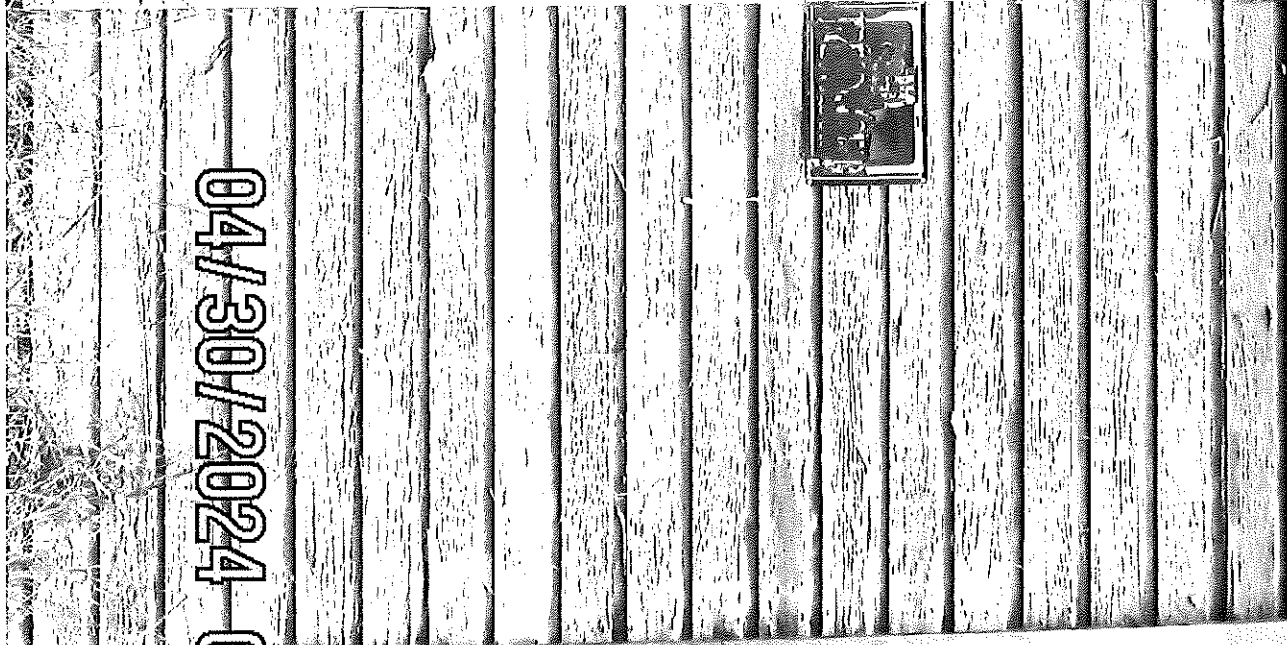
YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: 518 N Patchin Shawnee, Ok.74801







Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
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 or for additional
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 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Tomasa Flores	311 N. Chapman Shawnee, OK. 74801	.64	.55									
2. CLH2 LLC	1625 Greenbrier Pl. Ste. 100 Oklahoma City, OK. 73159	.64	.55									
3. Argust & Kathy Howard	430 Tournament Dr. Florence, Or. 97439	.64	.55									
4. Kruger Investment Company	105 N. Hudson St. Oklahoma City, OK. 73102	.64	.55									
5. Judith Harjo	16500 Kings Rd. Shawnee, OK. 74801	.64	.55									
6. The Regency	1610 N. Bryan St. Shawnee, OK. 74804	.64	.55									
7. Elaine Taylor	1712 N. Beard Shawnee, OK. 74804	.64	.55									
8. R. Simpson	1312 E. 11th Shawnee, OK. 74801	.64	.55									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

See Privacy Act Statement on Reverse

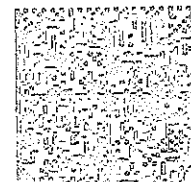


Name and Address of Sender

Check type of mail or service:

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

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 034A 0081601630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Household Finance Corporation	10958 N. May Ave Oklahoma City, OK 73156	.64	.55	
2. Waynes World Ent.	2608 SE. 6th St.	.64	.55	
3. Transcending Homes	Mare, OK 73160	.64	.55	
4. Roy Heatley	119 S. 65th St Shawnee, OK 74801	.64	.55	
5. Roy Heatley	518 N. Patchin Shawnee, OK 74801	.64	.55	
6. Alchemy Prop. Inc.	P O Box 742 Shawnee, OK 74802	.64	.55	
7. Leverage Prop. LLC	301 N. Oklahoma Shawnee, OK 74801	.64	.55	
8. John Clemons	20529 Kings Rd. Tecumseh, OK 74873	.64	.55	
9.				
10.				

ps. 2 of 2

APR 30 2004

Total Number of Pieces Listed by Sender

15

Total Number of Pieces Received at Post Office

15

Postmaster, Per (Name of receiving employee)

[Signature]

See Privacy Act Statement on Reverse

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ CDD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
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 certificate of mailing,
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 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. John Watts	42400 Westech Rd. Shawnee, Ok. 74801	.57	.55									
2. Roy Heatler	119 S. Osage Shawnee, Ok. 74801	.57	.55									
3. Gregory B. Jackson	Po Box 3937 Shawnee, Ok. 74802	.57	.55									
4. Abe Hernandez	Po Box 354 Shawnee, Ok. 74802	.57	.55									
5. Argie Davis	132 S. McKinley Shawnee, Ok. 74801	.57	.55									
6. Lena M. Hinton ET Al	7673 State Hwy 199 Ardmore, Ok. 73401	.57	.55									
7. Tracy Elimer	545 N. Elm Shawnee, Ok. 74801	.57	.55									
8. Tracy Elimer	48165 Hawberry Rd. Earlsboro, Ok. 74840	.57	.55									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										
See Privacy Act Statement on Reverse												

pg. 1 of 2

(Published One Time in The County Democrat, May 3, 2024).

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

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on Thursday, May 16th, 2024 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

1. Such report is true;

2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the

property would be benefited by removal of such condition; and

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 311 N Chapman - Fairgrounds Bldg.
6 Lots 22 & 23 - Tomasa Flores

9:30 AM 1108 N Pennsylvania -- Beverly Hills Bldg. 32 Lots 14 & N1/2 Lot 15 -- CLH2 LLC.

10:00 AM 907 N Minnesota -- Dexters 2nd Bldg. 18 Lot 4 -- Judith Harjo

10:30 AM 1046 E Wallace - Harrison ave Bldg. 2 S80' Lots 26 & 27 - Alchemy Properties Inc

11:00 AM 1312 E 11th -- Whitaker Bldg. 17 Lots 16 & 17 -- Ruth Simpson

1:00 PM 623 S Market -- Shawnee Ap Bldg. 130 Lots 15 & 16 & 17 -- Waynes World Enterprises & Transcending Homes LLC

1:30 PM 214 W Oakland - AP Shawnee Bldg. 96 E30' 13 & 14 & PT OF BLKS 96 & 97 30' X 50' - Roy Heatley

2:00 PM 1714 N Beard - Broadway Heights Bldg. 4 S75' lot 2 & all c1/2 & W1/2 vnc St. adj lot 2 blk 4 S37 1/2' Lot 6 - Elaine Taylor

2:30 PM 627 N Hobson - W J Estes ap Bldg. 5 W1/2 Lots 13 & 14 - Leverage Properties LLC

3:00 PM 639 N Hobson - W J Estes ap Bldg. 5 N5' W92' Lot 18 & W92' lots 19 & 20 - John R Clemmons Jr

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

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE- STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602 THE CITY OF SHAWNEE, OKLAHOMA A MUNICIPAL CORPORATION /s/ By: WARREN INGERSOLL ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

May 3, 2024

Publishing Fee \$ 99.25

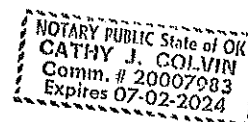
/s/ Renee' Wortham

Subscribed and sworn to before me this 3rd

day of May, 20 24.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

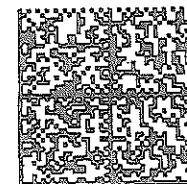


Name and Address of Sender

Check type of mail or service:

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

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\$007.70²

CORRECTION

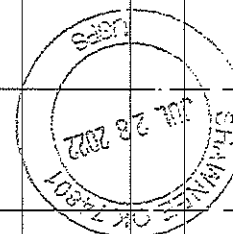
ZIP 74801

07/28/2022

034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Gustavo & Karly Gaeta	6618 Smith Ave Jurupa Valley, CA 91782	.57	.55	
2. James & Tina Ticer	37 Mojave Shawnee, OK 74801	.57	.55	
3. Joneva Dokes	722 S. Bell Shawnee, OK 74804	.57	.55	
4. Joneva Dokes	704 S. Union Shawnee, OK 74801	.57	.55	
5. Galilee Baptist Church	1025 E. 4th Shawnee, OK 74801	.57	.55	
6. Galilee Baptist Church	720 S. Broadway Shawnee, OK 74801	.57	.55	
7.				
8.				
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, PS (Name of receiving employee)		

See Privacy Act Statement on Reverse



ps. 2 of 2

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on **Thursday, May 16th, 2024** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 311 N Chapman– Fairgrounds Blk. 6 Lots 22 & 23 – Tomasa Flores

9:30 AM 1108 N Pennsylvania -- Beverly Hills Blk. 32 Lots 14 & N1/2 Lot 15 -- CLH2 LLC.

10:00 AM 907 N Minnesota -- Dexters 2nd Blk. 18 Lot 4 -- Judith Harjo

10:30 AM 1046 E Wallace – Harrison ave Blk. 2 S80' Lots 26 & 27 – Alchemy Properties Inc

11:00 AM 1312 E 11th -- Whittaker Blk. 17 Lots 16 & 17 -- Ruth Simpson

1:00 PM 623 S Market -- Shawnee Ap Blk. 130 Lots 15 & 16 & 17 – Waynes World Enterprises & Transcending Homes LLC

1:30 PM 214 W Oakland – AP Shawnee Blk. 96 E30' 13 & 14 & PT OF BLKS 96 & 97 30'X50' - Roy Heatley

2:00 PM 1714 N Beard – Broadway Heights Blk. 4 S75' lot 2 & all e1/2 & W1/2 vac St. adj lot 2 blk 4 S37 ½' Lot 6 -Eline Taylor

2:30 PM 627 N Hobson – W J Estes ap Blk. 5 W1/2 Lots 13 & 14 –Leverage Properties LLC

3:00 PM 639 N Hobson – W J Estes ap Blk. 5 N5' W92' Lot 18 & W92' lots 19 & 20 – John R Clemmons Jr

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YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE

(Published One Time in The Conn Democrat, July 29, 2022).

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

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

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday, August 25, 2022 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

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

**PROPERTIES IN VIOLATION
AND TIME OF HEARINGS**

9:00 AM 545 N Elm -- Patchins Blk. 4 Lots 47 & 48 -- Tracy Clauer

9:30 AM 544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustavo & Karely Gacta

10:00 AM 722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. -- Joneva Dokes

10:30 AM 910 N Hobson -- North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 -- John Watts

11:00 AM 214 W Oakland -- Shawnee AP BLK. 96 E30' Lots 13 & 14 & PT of Blk. 96 & 97 30'x50' -- Roy Heatley

1:00 PM 202 N Kimberly -- Oak Park Blk. 16 Lots 10 thru 12 -- Gregory B Jackson

1:30 PM 720 S Broadway -- AP Shawnee Blk. 150 lot 13 thru 16 -- Galilee Baptist Church

2:00 PM 231 S Oklahoma -- Seminole Blk. 3 Lot 24 & 25 -- Abe Hernandez

2:30 PM 132 S McKinley -- Beards AP Blk. 14 PT Blk. C Beards Blk. 3 Lot 10 -- Angie Davis

3:00 PM 315 S Pennsylvania -- Seminole Blk. 5 Lot 6 & N1/2 Lot 7 -- Lina M Hinton

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

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

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

July 29, 2022

Publishing Fee \$ 100.00

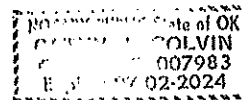
/s/ Renee' Wortham

Subscribed and sworn to before me this 29TH

day of JULY, 20 22

/s/ Carly J. Collins
Notary Public

Commission expires: 07/02/24



NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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9:30 AM 544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustavo & Karely Gaeta

10:00 AM 722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. -- Joneva Dokes

10:30 AM 910 N Hobson -- North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 -- John Watts

11:00 AM 214 W Oakland -- Shawnee AP BLK. 96 E30' Lots 13 & 14 & PT of Blk. 96 & 97 30'x50' -- Roy Heatley

1:00 PM 202 N Kimberly -- Oak Park Blk. 16 Lots 10 thru 12 -- Gregory B Jackson

1:30 PM 720 S Broadway -- AP Shawnee Blk. 150 lot 13 thru 16 -- Galilee Baptist Church

2:00 PM 231 S Oklahoma -- Seminole Blk. 3 Lot 24 & 25 -- Abe Hernandez

2:30 PM 132 S McKinley -- Beards AP Blk. 14 PT Blk. C Beards Blk. 3 Lot 10 -- Argie Davis

3:00 PM 315 S Pennsylvania -- Seminole Blk. 9 Lot 6 & N1/2 Lot 7 -- Lina M Hinton

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

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S) PURSUANT TO THE ABOVE-STATED PROCEDURE WITHOUT FURTHER NOTICE.



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: June 17, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing for a request to rezone property located at 1303 West Farrell Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). (Case No. RZ02-24)

Background: The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. The request is to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). This property was rezoned from Agricultural zoning to C-3 in the summer of 2022 (RZ09-22). This rezoning is the first step to bring the property into compliance. An application for a Conditional Use Permit (CUP02-24) to allow one (1) Accessory Dwelling Unit (ADU) on the property is being concurrently processed.

At the June 5, 2024, Planning Commission meeting, the applicant stated they 1) had placed the property up for auction; 2) had removed the existing Short Term Rental structures; and 3) were unsure what any potential buyer's interest would be in the property. With this in mind, the Planning Commission deferred the item to their September 4, 2024, regular meeting.

Financial Impact: None

Attachments:

Staff Recommendation: Based on the actions of the Planning Commission, staff recommends the City Commission defer the Public Hearing to the September 16, 2024, City Commission meeting



Community Development Department
16 West 9th Street
Shawnee, OK 74801
shawneeok.org

Date: June 17, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing for a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. (Case No. CUP02-24)

Background: The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. This Conditional Use Permit (CUP) application is being concurrently processed with a request to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). The rezoning application (RZ02-24) is the first step to bring the property into compliance. A Conditional Use Permit (CUP) is required to allow one (1) Accessory Dwelling Unit (ADU) on the property.

At the June 5, 2024, Planning Commission meeting, the applicant stated they 1) had placed the property up for auction; 2) had removed the existing Short Term Rental structures; and 3) were unsure what any potential buyer's interest would be in the property. With this in mind, the Planning Commission deferred the item to their September 4, 2024, regular meeting.

Financial Impact: None

Attachments:

Staff Recommendation: Deferral to the September 16, 2024, City Commission meeting



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: June 17, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat, Adcock Addition, near the northwest corner of North Harrison and 45th Street. (Case No. FPL01-24)

Background: The subject property is approximately 28.7 acres and is located northwest of the intersection of E. 45th Street and N. Harrison Avenue. The property is currently zoned A-1 (Rural Agricultural District).

This Preliminary Plat application was associated with two (2) rezoning applications, RZ12-23 and RZ13-23. Those applications were subsequently withdrawn by the applicant but will likely be resubmitted sometime in the future. The requested zoning districts are C-3 (Highway Commercial District) and I-1 (Limited Light Industrial District). The proposed commercial subdivision has five (5) lots in this first phase.

The Planning Commission recommended approval of this item on a 5-0 vote at their June 5, 2024, regular meeting. However, since that time, the Applicant has asked for a deferral of this item in order to review the required improvements for possible revisions and resubmittal, if necessary.

Financial Impact: None

Attachments:

Staff Recommendation: Staff recommends deferral of this item to the September 16, 2024, City Commission meeting



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

Date: June 17, 2024
To: Board of City Commissioners
From: Tony Wittmann, Fire Chief
Subject: Consideration of the purchase of one (1) heavy-duty truck from Vance Country Ford, under State Contract pricing, in the total amount of \$56,825.60.

Background: In compliance with the City's Capital Improvement Plan (CIP), the Suppression Division of the Shawnee Fire Department is scheduled to receive a replacement for its "Command" vehicle. The purchase of a heavy-duty truck would replace the current, older vehicle, thereby reducing out-of-service time for repairs and improving reliability of emergency response.

Currently slated for purchase in the CIP's Year 2025, the opportunity to pre-order this vehicle under State contract pricing has presented itself. The vehicle could be ordered now and paid for in the current fiscal year as sufficient budget authority remains, while the truck itself would not be delivered until sometime in the upcoming Fiscal Year 2024-2025.

Financial Impact: \$56,825.60; Capital Fund, Fire Suppression, Capital Outlay-Equipment - 301-5-0720-54500

Attachments: State Contract_Fire Command Vehicle Quote

Staff Recommendation: Approval of the item

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	6/11/2024
QUOTE NUMBER	000Q14493
EXPIRATION DATE	6/17/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Shawnee

Tony Wittmann
PO Box 1448 / 222 N. Broadway
Shawnee, OK 74802-1448
(405)878-1556

SHIP TO:
City of Shawnee

Tony Wittmann
PO Box 1448 / 222 N. Broadway
Shawnee, OK 74802-1448
(405)878-1556

Any Questions? Call 405-282-3800

Jason Williamson

Jason@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W2B	2024 FORD F250 CREW CAB	\$47,030.00	\$47,030.00
1	4WD/17X	4 WHEEL DRIVE w/ SKID PLATES	\$3,795.00	\$3,795.00
1	W60	160" WHEELBASE/ 6.75' BED	\$0.00	\$0.00
1	603A	XLT EQUIPMENT GROUP	\$3,792.00	\$3,792.00
1	99N	ENGINE: 7.3L V8 GAS	\$0.00	\$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	X3E	ELECTRONIC LOCKING w/ 3.73 AXLE RATIO	\$405.00	\$405.00
1	86M	DUAL 68 AH/65 AGM BATTERIES	\$210.00	\$210.00
1	67B	410 AMP DUAL ALTERNATORS	\$115.00	\$115.00
1	648	WHEELS: 18" SPARKLE SILVER PAINTED CAST ALUMINUM	\$0.00	\$0.00
1	TDX	TIRES: LT275/70R18E ALL TERRAIN	\$165.00	\$165.00
1	18C	6" ANGULAR BRIGHT ANODIZED STEP BARS	\$695.00	\$695.00
1	471	CAMPER PACKAGE/ HEAVY SERVICE FRONT SUSPENSION	\$153.60	\$153.60
1	TOW	CLASS V TOWING EQUIPMENT Hitch, Brake Controller & Trailer Sway Control	\$0.00	\$0.00
1	66S	UPFITTER SWITCHES	\$165.00	\$165.00
1	CRS	CRUISE CONTROL	\$0.00	\$0.00
1	166	RUBBERIZED VINYL FLOORING	\$0.00	\$0.00
1	2S	INTERIOR: MEDIUM DARK SLATE, CLOTH 40/CONSOLE/40 SEATS	\$300.00	\$300.00
1	PQ	EXTERIOR: RACE RED	\$0.00	\$0.00
SubTotal:				\$56,825.60

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL	\$56,825.60
	\$0.00
TOTAL DUE	\$56,825.60

1 of 1



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

Date: June 17, 2024
To: Board of City Commissioners
From: Courtney Conrad, Financial Accountant
Subject: Consideration of the following budget amendments for Fiscal Year 2023 – 2024:

Background:

A total budget amendment in the amount of \$223,676.80 across all funds should be considered.

Police Sales Tax Fund

The Police Sales Tax Fund is funded by a dedicated Sales Tax in support of the Police Department. The City uses these funds as a transfer to the General Fund where the operational expenses for this department are expensed. This amendment authorizes an additional transfer due to revenues exceeding budget estimates. The amount for appropriation is as follows:

- \$26,838.40 – Police Sales Tax Fund – Transfer to General Fund

The additional appropriation will be funded by Sales Tax exceeding budget estimates in the Police Sales Tax Fund.

Fire Sales Tax Fund

The Fire Sales Tax Fund is funded by a dedicated Sales Tax in support of the Fire Department. The City uses these funds as a transfer to the General Fund where the operational expenses for this department are expensed. This amendment authorizes an additional transfer due to revenues exceeding budget estimates. The amount for appropriation is as follows:

- \$26,838.40 – Fire Sales Tax Fund – Transfer to General Fund

The additional appropriation will be funded by Sales Tax exceeding budget estimates in the Fire Sales Tax Fund.

Street & Alley Fund

The Street & Alley Fund allows for the expenditure of electricity for traffic signals throughout the City. The account line item needs additional budget authority for the remainder of the fiscal year. The amount for appropriation is as follows:

- \$30,000 – Electricity – Streets

The additional appropriation will be funded by a transfer from the General Fund.

Workers' Compensation Fund

The Workers' Compensation Fund allows for the expenditure of workers' compensation claims for all City departments. The below account line items need additional budget authority for the remainder of the fiscal year. The amount for appropriation is as follows:

- \$30,000 – Medical Services
- \$20,000 – Hospital
- \$10,000 – Insurance
- \$20,000 – Temporary Total Disability

The additional appropriation will be funded by a transfer from the General Fund and a refund from the Oklahoma Tax Commission.

General Fund

The City Manager's Office requires additional budget in the General Fund for unexpected legal expenses beyond the budgeted amount for the year. The amount for appropriation is as follows:

- \$60,000 - Other Contractual Services - City Manager

The additional appropriation will be funded by sales tax collections exceeding budget estimates.

Financial Impact: See budget amendment.

Attachments:

Staff Recommendation: Approval of the item.

City of Shawnee
2023-2024 Budget Amendment
Police 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
107	40010			Sales Tax	459,131.00	26,838.40	485,969.40
				Total	-	26,838.40	26,838.40

Appropriations							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
107	5-5030-56010			Transfer to General Fund	459,131.00	26,838.40	485,969.40
							-
							-
					-	-	-
					459,131.00	26,838.40	485,969.40

Approved by the City Commission this

Explanation of Budget Amendment:

To fund an increase to the transfer to General fund with Sales Tax revenues exceeding budget estimates.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

City of Shawnee
2023-2024 Budget Amendment
Fire 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
					-	-	-
					-	-	-
108	40010			Sales Tax	459,131.00	26,838.40	485,969.40
				Total	-	26,838.40	26,838.40

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
108	5-5030-56010			Transfer to General Fund	459,131.00	26,838.40	485,969.40
							-
							-
							-
							-
							-
							-
					-	-	-
					459,131.00	26,838.40	485,969.40

Approved by the City Commission this

Explanation of Budget Amendment:

To fund an increase to the transfer to General fund
with Sales Tax revenues exceeding budget estimates.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

City of Shawnee
2023-2024 Budget Amendment
Street & Alley 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
101	49010			Transfer from General Fund	187,000.00	30,000.00	217,000.00
				Total	-	30,000.00	30,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
101	5-0920-53210			Electricity	470,000.00	30,000.00	500,000.00
							-
							-
							-
							-
							-
							-
					-	-	-
					470,000.00	30,000.00	500,000.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund an increase in the cost of electricity for traffic
signals with a transfer from the General Fund.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

City of Shawnee
2023-2024 Budget Amendment
Workers' Compensation 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
							-
601	49010			TRANSFER FROM GENERAL FUND	681,727.00	46,414.00	728,141.00
601	48250			REFUNDS & REIMBURSEMENTS	-	33,586.00	33,586.00
				Total	681,727.00	80,000.00	761,727.00

Appropriations							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
601	5-5050-53170			MEDICAL SERVICES	35,000.00	30,000.00	65,000.00
601	5-5050-53180			HOSPITAL	66,000.00	20,000.00	86,000.00
601	5-5050-53550			INSURANCE	119,209.00	10,000.00	129,209.00
601	5-5050-53690			TT - TEMPORARY TOTAL	30,000.00	20,000.00	50,000.00
							-
							-
							-
					-	-	-
					250,209.00	80,000.00	330,209.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund year-end workers' compensation claims exceeding budget, funded with a transfer from the General Fund and a refund from the Oklahoma Tax Commission.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

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
001	40010			Sales Tax	14,797,910.00	60,000.00	14,857,910.00
				Total	-	60,000.00	60,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-53390			Other Contractual Services	301,330.46	60,000.00	361,330.46
							-
							-
							-
							-
							-
							-
					-	-	-
					301,330.46	60,000.00	361,330.46

Approved by the City Commission this

Explanation of Budget Amendment:
To fund additional legal expenses with sales tax
collections exceeding budget estimates.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

Posted By _____ Date _____ BA# _____ Pkt.# _____



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

Date: June 17, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Alice, Fay, Edwards & Pesotum Street Water Line Replacement (Award)

Background: In March 2023, the City of Shawnee entered into a Professional Services Agreement with Freese and Nichols, Inc. (FNI) for the final design of the Alice, Fay, Edwards and Pesotum Water Line Replacement project. With design complete, the project was advertised, and staff opened bids on June 6, 2024.

City staff and the FNI design team have reviewed the bid proposals. Three (3) bids were received, and the base bids ranged from \$2,416,024.00 (low) to \$3,404,079.00 (high). The design estimate for the Base Bid, prior to the bid opening, was \$3,227,011.00.

Staff recommends awarding the base bid to Davenport Construction, who submitted the lowest bid.

Financial Impact: \$2,416,024; American Rescue Plan Act (ARPA) Fund, Water Distribution, Capital Outlay-Buildings & Improvements - 304-5-1040-54200; Project No. 24-0810-12

Attachments: SWN23322 - Recommendation of Award, 00 91 01 Addendum Number 01, 00 91 02 Addendum Number 2, SWN23322 - IFB SPECS, SWN23322 - IFB PLANS, SWN23322 - Planholders

Staff Recommendation: Award of the contract

Project	<u>Alice, Fay, Edwards, & Pesotum Street Water Line Replacement</u>	Project Number	<u>ARP-23-0015-DPG</u>
Owner	<u>City of Shawnee, Oklahoma</u>		

Project Description

The Scope of Work includes replacement of approximately 4780 linear feet of 8" and approximately 1560 linear feet of 14" HDPE water line and appurtenances. The Scope also includes surface restoration of sodding and pavement repair.

Date Proposals Received 6-6-24 Proposal Tabulation Attached? ☒ Yes ☐ No

Recommended Offeror Davenport Construction

Recommended Amount of Contract Award \$ 2,416,024 Engineer's Estimate \$ 3,227,011

Contract Price within Available Funds? ☒ Yes ☐ No Funding Source OWRB ARPA Program

Proposed Project Completion Date 270 Days from NTP

Contract Times meet Owner's Schedule? ☒ Yes ☐ No

Comments

The City of Shawnee received three bids for the referenced project on Thursday, June 6th. 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) Davenport Construction	\$ 2,416,024.00
2) Circle B Underground LLC	\$ 2,996,135.00
3) Downey Contracting LLC	\$ 3,404,079.00

Based on Davenport Construction's bid and qualifications, we recommend awarding the referenced contract to Davenport Construction. Davenport 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>6-11-24</u>
Title	<u>Project Manager</u>		
Representing	<u>Freese & Nichols, Inc.</u>		

BID TABULATION SHEET
ALICE, FAY, EDWARDS, & PESOTUM STREET WATER LINE
REPLACEMENT
JUNE 6, 2024

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Circle B Underground LLC., Bristow, Oklahoma</u>	\$ <u>2,996,135.⁰⁰</u>
<u>Downey Contracting LLC, Oklahoma City, Oklahoma</u>	\$ <u>3,404,079.⁰⁰</u>
<u>Davenport Construction, Edmond, Oklahoma</u>	\$ <u>2,416,024.⁰⁰</u>

Attachment A - Detailed Tabulation of Bids Received

Project		Alice, Fay, Edwards, & Pesotum Street Water Line Replacement		Project Number														
Owner		City of Shawnee, OK		SWN23322														
Construction Manager		Jonathan Foughtenberry					ENGINEER ESTIMATE			CIRCLE B UNDERGROUND			DOWNEY CONTRACTING			DAVENPORT CONSTRUCTION		
Design Professional		Freese and Nichols																
Item No.	Description	Quantity	Units	Unit Cost	Extended Amount	Note	Unit Cost	Extended Amount	Note	Unit Cost	Extended Amount	Note	Unit Cost	Extended Amount	Note			
Items in Base Offer (excluding Allowances) per Section 01 29 01 Measurement and Basis for Payment																		
A-01	8" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	4,824	LF	150.00	723,600.00		93.00	448,632.00		117.00	564,408.00		111.00	535,464.00				
A-02	14" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	1,393	LF	230.00	320,390.00		188.00	261,884.00		200.00	278,600.00		150.00	208,950.00				
A-03	20" STEEL CASING BY TRENCHLESS	275	LF	800.00	220,000.00		1,005.00	276,375.00		872.00	239,800.00		600.00	165,000.00				
A-04	14" STEEL CASING BY TRENCHLESS	60	LF	500.00	30,000.00		587.00	35,220.00		686.00	41,160.00		320.00	19,200.00				
A-05	14" STEEL CASING BY OPEN CUT	70	LF	400.00	28,000.00		330.00	23,100.00		388.00	27,160.00		164.00	11,480.00				
A-06	TRENCH SAFETY	6,287	LF	3.00	18,861.00		16.00	100,592.00		11.00	69,157.00		15.00	94,305.00				
A-07	6" GATE VALVE, AWWA	7	EA	2,050.00	14,350.00		4,026.00	28,182.00		2,465.00	17,255.00		2,450.00	17,150.00				
A-08	8" GATE VALVE, AWWA	22	EA	2,650.00	58,300.00		4,616.00	101,552.00		3,818.00	83,996.00		3,800.00	83,600.00				
A-09	14" GATE VALVE, AWWA	5	EA	9,500.00	47,500.00		17,339.00	86,695.00		18,280.00	91,400.00		23,000.00	115,000.00				
A-10	6"X6" TAPPING SLEEVE	5	EA	4,000.00	20,000.00		4,960.00	24,800.00		5,286.00	26,430.00		3,800.00	19,000.00				
A-11	8"X6" TEE, RJ	2	EA	1,500.00	3,000.00		2,072.00	4,144.00		1,496.00	2,992.00		1,600.00	3,200.00				
A-12	8"X8" TEE, RJ	8	EA	1,800.00	14,400.00		1,824.00	14,592.00		1,646.00	13,168.00		1,780.00	14,240.00				
A-13	14"X8" TEE, RJ	3	EA	6,258.00	18,774.00		3,270.00	9,810.00		3,438.00	10,314.00		3,590.00	10,770.00				
A-14	14"X14" TEE, RJ	1	EA	8,656.00	8,656.00		4,013.00	4,013.00		4,303.00	4,303.00		4,580.00	4,580.00				
A-15	8"X6" TEE	8	EA	1,800.00	14,400.00		1,854.00	14,832.00		946.00	7,568.00		1,600.00	12,800.00				
A-16	14"X6" TEE	3	EA	10,000.00	30,000.00		2,978.00	8,934.00		1,216.00	3,648.00		3,590.00	10,770.00				
A-17	6"X2" REDUCER	1	EA	650.00	650.00		1,016.00	1,016.00		604.00	604.00		700.00	700.00				
A-18	8"X4" REDUCER	1	EA	870.00	870.00		1,181.00	1,181.00		806.00	806.00		800.00	800.00				
A-19	8"X6" REDUCER	4	EA	920.00	3,680.00		967.00	3,868.00		929.00	3,716.00		900.00	3,600.00				
A-20	14"X6" REDUCER	1	EA	1,800.00	1,800.00		2,346.00	2,346.00		2,023.00	2,023.00		2,300.00	2,300.00				
A-21	14"X8" REDUCER	1	EA	2,000.00	2,000.00		2,162.00	2,162.00		2,235.00	2,235.00		2,300.00	2,300.00				
A-22	8" 45° BEND	11	EA	788.00	8,668.00		1,304.00	14,344.00		1,191.00	13,101.00		1,380.00	15,180.00				
A-23	14" 45° BEND	1	EA	2,650.00	2,650.00		1,989.00	1,989.00		2,784.00	2,784.00		3,100.00	3,100.00				
A-24	8" 90° BEND	2	EA	980.00	1,960.00		1,301.00	2,602.00		1,231.00	2,462.00		1,480.00	2,960.00				
A-25	14" 90° BEND	2	EA	4,900.00	9,800.00		2,195.00	4,390.00		2,480.00	4,960.00		3,300.00	6,600.00				
A-26	FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE	10	EA	10,500.00	105,000.00		10,064.00	100,640.00		9,907.00	99,070.00		8,200.00	82,000.00				
A-27	CONNECTION TO EXISTING 12" WATER LINE	1	EA	8,000.00	8,000.00		8,651.00	8,651.00		10,670.00	10,670.00		4,000.00	4,000.00				
A-28	CONNECTION TO EXISTING 8" WATER LINE	4	EA	4,500.00	18,000.00		7,781.00	31,124.00		3,148.00	12,592.00		3,800.00	15,200.00				
A-29	CONNECTION TO EXISTING 6" WATER LINE	6	EA	3,500.00	21,000.00		6,794.00	40,764.00		2,134.00	12,804.00		3,300.00	19,800.00				
A-30	CONNECTION TO EXISTING 4" WATER LINE	2	EA	3,000.00	6,000.00		5,927.00	11,854.00		1,516.00	3,032.00		3,100.00	6,200.00				
A-31	CONNECTION TO EXISTING 2" WATER LINE	1	EA	3,000.00	3,000.00		5,661.00	5,661.00		617.00	2,800.00		2,800.00	2,800.00				
A-32	REMOVE AND REPLACE CURB AND GUTTER	75	LF	70.00	5,250.00		136.00	10,200.00		124.00	9,300.00		45.00	3,375.00				
A-33	REMOVE AND REPLACE CONCRETE	620	SY	230.00	142,600.00		294.00	182,280.00		330.00	204,600.00		320.00	198,400.00				
A-34	REMOVE AND REPLACE ASPHALT	765	SY	230.00	175,950.00		305.00	233,325.00		427.00	326,655.00		320.00	244,800.00				
A-35	REMOVE AND REPLACE GRAVEL	120	SY	30.00	3,600.00		98.00	11,760.00		30.00	3,600.00		30.00	3,600.00				
A-36	BLOCK SODDING	5,650	SY	7.00	39,550.00		10.00	56,500.00		11.00	62,150.00		4.50	25,425.00				
A-37	CLEARING AND GRUBBING	1	LS	25,000.00	25,000.00		68,528.00	68,528.00		155,937.00	155,937.00		25,000.00	25,000.00				
A-38	LEAD SERVICE LINE REMOVAL AND DISPOSAL	1	EA	500.00	500.00		3,270.00	3,270.00		1,403.00	1,403.00		1,500.00	1,500.00				
A-39	NEW SHORT SIDE WATER SERVICE	35	EA	1,500.00	52,500.00		1,395.00	48,825.00		1,327.00	46,445.00		950.00	33,250.00				
A-40	NEW LONG SIDE WATER SERVICE BY TRENCHLESS	45	EA	2,000.00	90,000.00		3,107.00	139,815.00		3,195.00	143,775.00		1,800.00	81,000.00				
A-41	NEW SPECIALTY WATER SERVICE CONNECTION	5	EA	3,500.00	17,500.00		3,708.00	18,540.00		3,735.00	18,675.00		9,999.00	49,995.00				
A-42	HYDROSTATIC TESTING AND DISINFECTION	1	LS	30,000.00	30,000.00		8,311.00	8,311.00		25,208.00	25,208.00		3,800.00	3,800.00				
A-43	PREPARE AND IMPLEMENT SWPPP	1	LS	15,000.00	15,000.00		9,265.00	9,265.00		13,347.00	13,347.00		2,200.00	2,200.00				
A-44	TRAFFIC CONTROL	1	LS	40,000.00	40,000.00		43,600.00	43,600.00		67,558.00	67,558.00		28,000.00	28,000.00				
A-45	CELLULAR CONCRETE FILL ABANDONED LINES	75	CY	500.00	37,500.00		327.00	24,525.00		693.00	51,975.00		400.00	30,000.00				
A-46	CONCRETE COLLAR	15	EA	2,200.00	33,000.00		3,543.00	53,145.00		1,765.00	26,475.00		1,400.00	21,000.00				
A-47	REMOVE AND REPLACE 10" CULVERT	60	LF	50.00	3,000.00		123.00	7,380.00		345.00	20,700.00		90.00	5,400.00				
A-48	REMOVE AND REPLACE 12" CULVERT	300	LF	60.00	18,000.00		123.00	36,900.00		282.00	84,600.00		93.00	27,900.00				
A-49	REMOVE AND REPLACE 15" CULVERT	200	LF	80.00	16,000.00		123.00	24,600.00		302.00	60,400.00		98.00	19,600.00				
A-50	REMOVE AND REPLACE 18" CULVERT	15	LF	100.00	1,500.00		135.00	2,025.00		376.00	5,640.00		102.00	1,530.00				
A-51	REMOVE AND REPLACE 4" CHAIN LINK FENCE	150	LF	10.00	1,500.00		92.00	13,950.00		58.00	8,700.00		60.00	9,000.00				
A-52	TREE REMOVAL	140	EA	500.00	70,000.00		218.00	30,520.00		1,179.00	165,060.00		120.00	16,800.00				
A-53	VALVE REMOVAL	16	EA	1,500.00	24,000.00		872.00	13,952.00		1,710.00	27,360.00		600.00	9,600.00				
A-54	CONCRETE CHANNEL REPAIR	60	SY	150.00	9,000.00		436.00	26,160.00		491.00	29,460.00		380.00	22,800.00				
A-55	OWNER'S ALLOWANCE	1	LS	25,000.00	25,000.00		25,000.00	25,000.00		25,000.00	25,000.00		25,000.00	25,000.00				
A-56	MOBILIZATION	1	LS	145,159.00	145,159.00		227,810.00	227,810.00		167,221.00	167,221.00		34,000.00	34,000.00				
A		BASE BID		TOTAL:		\$	3,227,011.00	1		\$	2,996,135.00		\$	3,404,079.00		\$	2,416,024.00	

General Notes		Offeror Notes:		Offeror Notes:		Offeror Notes:		Offeror Notes:	
1		1. Includes Contingency of 10% of subtotal and 5% for cost escalation factor							
2									
3									
4									
5									
6									
7									
8									
9									
10									

00 91 01 ADDENDUM NUMBER 01

Owner: City of Shawnee

Project: Alice, Fay, Edwards, & Pesotum Street Water Line Replacement

Project No.: ARP-23-0015-DFG

Addendum No. 01

Addendum Date: 5/28/2024

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.




05/28/2024

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 will be held on Thursday, May 30th, 2024 at 2:00 PM. The following information is attached to this Addendum #1.

ARTICLE 2 – BID REQUIREMENTS

- 2.01 Replace the “Bid Form” in its entirety with the “Bid Form” included with this addendum. Clarification: Fusion Poly Fittings – Fusion Poly fittings will be allowed in lieu of DI fittings. Per Specification 40 05 61, M&H is an acceptable manufacturer for gate valves. American-Darling Mark 73-5 is the only acceptable manufacturer for fire hydrants.
- 2.02 Clarification: Project Sales Tax – Project is tax exempt based on the City of Shawnee sales tax exemption.
- 2.03 Clarification: Project Completion – The project completion time is 270 days to substantial completion.

ARTICLE 3 – SPECIFICATIONS

3.01 00 41 13 “Bid Form”

- A. Paragraph 5.01

Replace the Paragraph with the following paragraph

Offeror will complete the Work required to be substantially completed within **270 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 **270 days** after the date when the Contract Times commence to run.

3.02 01 29 01 “Measurement and Basis of Payment”

- A. Paragraph 1.04.AA.2

Paragraph two to be added to this section

The unit The unit price pay item shall include furnishing all labor, equipment, and materials necessary to abandon the existing lines with cellular concrete as shown in the plans, standard details, and specifications. The cost of the existing water line abandonment, existing fire hydrant removal, labor, and all other

incidental items necessary for a complete and workable installation are included in this pay item.

3.03 33 05 01 "Ductile Iron Pipe and Fittings"

A. 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.

3.04 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.

3.05 Clarification: Owner's Allowance – Per specification 01 29 01 paragraph KK, The Owner's 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 item not previously identified.

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.

4.02 Clarification: Granular Embedment – Granular embedment is to be in accordance with specification 31 05 13 "Aggregates for Earthwork" Paragraph J Class 10 Aggregate fill.

4.03 Clarification: Backfill under gravel replacement – Trenches with gravel restoration shall be in accordance with Detail 1 on sheet DT-02.

- 4.04 Clarification: Curb and Gutter – The City of Shawnee does not have a standard detail for curb and gutter.
- 4.05 Clarification: Culvert Replacement – Slope walls replacement will be required to get culverts back to existing condition with swale flowline and bank slopes restored to existing grade.
- 4.06 Clarification: Tree removal – On N Pesotum the trees needed removed for construction are between E Fay St and E Alice St.

END OF SECTION

00 41 16 Bid Form Exhibit A

Project:	Alice, Fay, Edwards, & Pesotum Street Water Line Replacement		Project No.:		
Owner:	City of Shawnee		SWN23322		
Design Professional:	Jonathan Faughtenberry				
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	8" HDPE WATER LINE, DR11 BY OPEN CUT	LF	4,824		
A-02	14" HDPE WATER LINE, DR11 BY OPEN CUT	LF	1,393		
A-03	20" STEEL CASING BY TRENCHLESS	LF	275		
A-04	14" STEEL CASING BY TRENCHLESS	LF	60		
A-05	14" STEEL CASING BY OPEN CUT	LF	70		
A-06	TRENCH SAFETY	LF	6,287		
A-07	6" GATE VALVE, AWWA	EA	7		
A-08	8" GATE VALVE, AWWA	EA	22		
A-09	14" GATE VALVE, AWWA	EA	5		
A-10	6"X6" TAPPING SLEEVE	EA	5		
A-11	8"X6" TEE, RJ	EA	2		
A-12	8"X8" TEE, RJ	EA	8		
A-13	14"X8" TEE, RJ	EA	3		
A-14	14"X14" TEE, RJ	EA	1		
A-15	8"X6" TEE	EA	8		
A-16	14"X6" TEE	EA	3		
A-17	6"X2" REDUCER	EA	1		
A-18	8"X4" REDUCER	EA	1		
A-19	8"X6" REDUCER	EA	4		
A-20	14"X6" REDUCER	EA	1		
A-21	14"X8" REDUCER	EA	1		
A-22	8" 45° BEND	EA	11		
A-23	14" 45° BEND	EA	1		
A-24	8" 90° BEND	EA	2		
A-25	14" 90° BEND	EA	2		
A-26	FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE	EA	10		
A-27	CONNECTION TO EXISTING 12" WATER LINE	EA	1		
A-28	CONNECTION TO EXISTING 8" WATER LINE	EA	4		
A-29	CONNECTION TO EXISTING 6" WATER LINE	EA	6		
A-30	CONNECTION TO EXISTING 4" WATER LINE	EA	2		
A-31	CONNECTION TO EXISTING 2" WATER LINE	EA	1		
A-32	REMOVE AND REPLACE CURB AND GUTTER	LF	75		
A-33	REMOVE AND REPLACE CONCRETE	SY	620		
A-34	REMOVE AND REPLACE ASPHALT	SY	765		
A-35	REMOVE AND REPLACE GRAVEL	SY	120		
A-36	BLOCK SODDING	SY	5,650		
A-37	CLEARING AND GRUBBING	LS	1		
A-38	LEAD SERVICE LINE REMOVAL AND DISPOSAL	EA	1		
A-39	NEW SHORT SIDE WATER SERVICE	EA	35		
A-40	NEW LONG SIDE WATER SERVICE	EA	45		
A-41	NEW SPECIALTY WATER SERVICE CONNECTION	EA	5		
A-42	HYDROSTATIC TESTING AND DISINFECTION	LS	1		
A-43	PREPARE AND IMPLEMENT SWPPP	LS	1		
A-44	TRAFFIC CONTROL	LS	1		
A-45	CELLULAR CONCRETE FILL ABANDONED LINES	CY	75		
A-46	CONCRETE COLLAR	EA	15		
A-47	REMOVE AND REPLACE 10" CULVERT	LF	60		
A-48	REMOVE AND REPLACE 12" CULVERT	LF	300		
A-49	REMOVE AND REPLACE 15" CULVERT	LF	200		
A-50	REMOVE AND REPLACE 16" CULVERT	LF	15		
A-51	REMOVE AND REPLACE 4' CHAIN LINK FENCE	LF	150		
A-52	TREE REMOVAL	LF	140		
A-53	VALVE REMOVAL	EA	16		
A-54	CONCRETE CHANNEL REPAIR	LS	1		
A-55	OWNER'S ALLOWANCE	LS	1		
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				\$ -

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
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: [List Base Bid Items to which the Add or Deduct will be applied.]				
BID SUBMITTED BY:					
Offeror: _____ Signature: _____ Printed Name: _____ Title: _____ Date: _____					

00 91 02 ADDENDUM NUMBER 02

Owner: City of Shawnee

Project: Alice, Fay, Edwards, & Pesotum Street Water Line Replacement

Project No.: ARP-23-0015-DFG

Addendum No. 02

Addendum Date: 6/3/2024

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".

06/03/2024

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, May 30th, 2024 at 2:00 PM. The following information is attached to this Addendum #2.

- A. A copy of the pre-bid meeting sign-in sheet. This sign-in sheet is provided for information and is a part of the contract documents.

ARTICLE 2 – BID REQUIREMENTS

2.01 Replace the “Bid Form” in its entirety with the “Bid Form” included with this addendum. Clarification: Pay item A-54 “Concrete Channel Repair” has been updated to cover Channel repairs on E Edwards St.

ARTICLE 3 – SPECIFICATIONS

3.01 00 41 16 “Bid Form Exhibit A”

- A. Pay item A-54 Edit

Pay item A-54 “Concrete Channel Repair” has been changed from a Lump Sum pay item to a Square Yard pay item given a QTY of 60 SY.

3.02 33 05 01 “Ductile Iron Pipe and Fittings”

- A. Paragraph 2.01.B

Clarification on Allowable Fittings

All DI fittings need to be C110 full body per the specifications.

3.05 Clarification: Project Requirements – This project is not subject to domestic/AIS/Buy America Requirements.

ARTICLE 4 – DRAWINGS

4.01 Sheet C-7, Edwards Street 14 Inch WL Plan and Profile

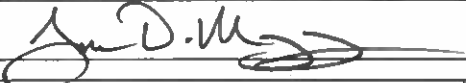
Additional quantities called out and added for “Concrete Channel Repair”

END OF SECTION

Pre-Bid Conference Sign-In Sheet

Project	Alice, Fay, Edwards, & Pesotum Street Water Line Replacement			Project Number
Owner	City of Shawnee			ARP-23-0015-DPG
Design Professional	Freese & Nichols, Inc.			SWN23322

Date	5/30/24	Time	10:00 AM	Location	City of Shawnee
Attendance at Conference is ☒ Mandatory ☐ Not Mandatory					

Name	Jon Myers	Business Phone	405-585-1353	Mailing Address
Position/Title	SALES	Mobile Phone	11	
Organization	RAINMAKER SALES	Email	JMYERS@RAINMAKERSALES.COM	
Signature			☐ Prime Contractor ☐ Subcontractor ☒ Supplier ☐ Other	

Name	GARY WYSSMANN	Business Phone	405-478-5277	Mailing Address
Position/Title	PROJECT MANAGER	Mobile Phone	405 365-1405	
Organization	DOWNEY CONTRACTING	Email	gwyssmann@downeycontracting.com	
Signature			☒ Prime Contractor ☐ Subcontractor ☐ Supplier ☐ Other	

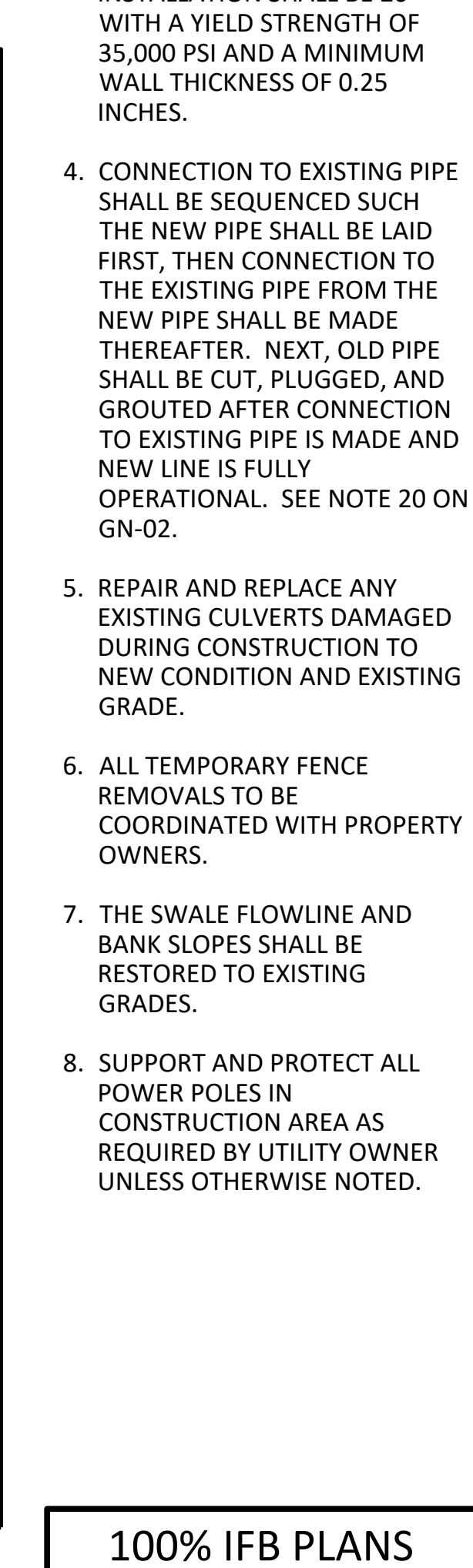
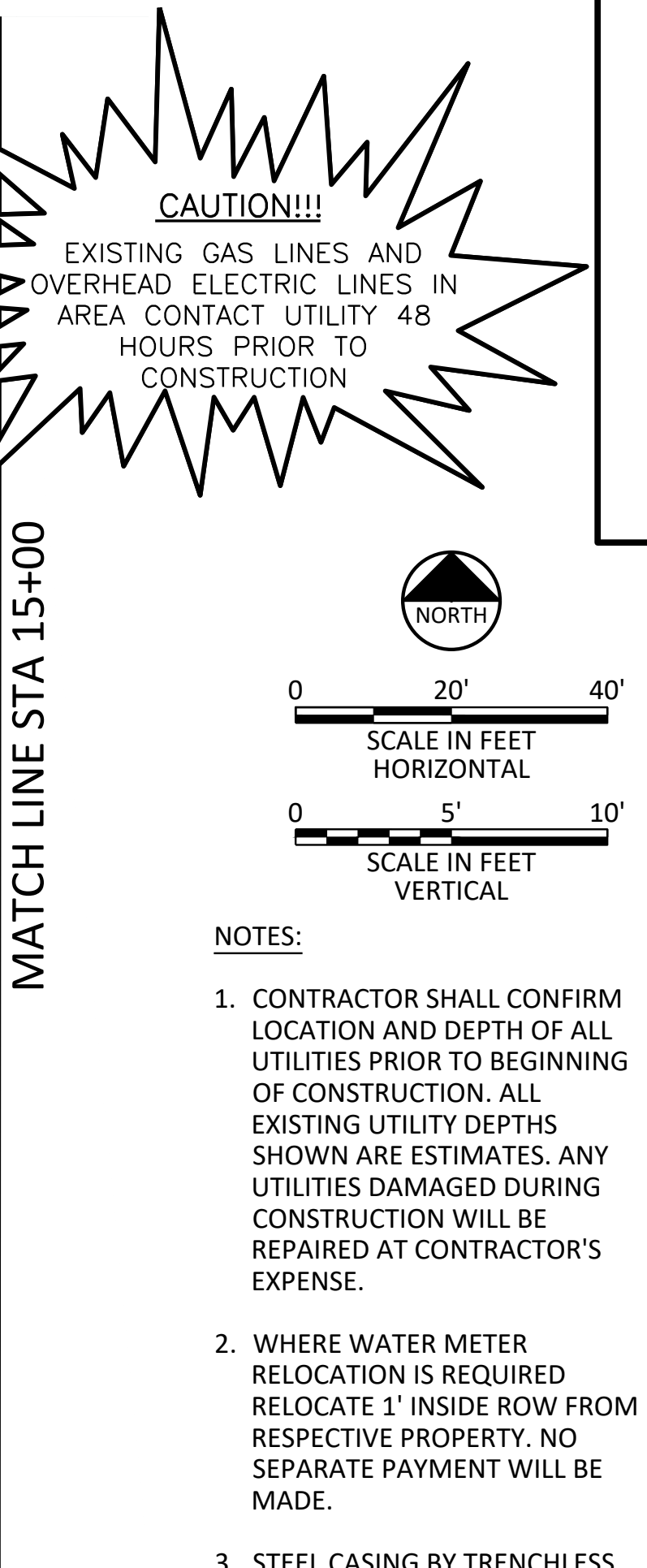
Name	GREG DAVENPORT	Business Phone	405 348-4262	Mailing Address
Position/Title	President	Mobile Phone	405 760-3922	6001 Horseshoe Bend
Organization	Davenport Construction	Email	davenport@cox.net	Edmond, OK 73034
Signature			☒ Prime Contractor ☐ Subcontractor ☐ Supplier ☐ Other	

Name	Audrey Beavers	Business Phone	918-693-3686	Mailing Address
Position/Title	Foreman	Mobile Phone		
Organization	Circle B underground	Email	adon@cbuok.com	
Signature			☐ Prime Contractor ☐ Subcontractor ☐ Supplier ☐ Other	

00 41 16 Bid Form Exhibit A

Project:	Alice, Fay, Edwards, & Pesotum Street Water Line Replacement		Project No.:		
Owner:	City of Shawnee		SWN23322		
Design Professional:	Jonathan Faughtenberry				
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	8" HDPE WATER LINE, DR11 BY OPEN CUT	LF	4,824		
A-02	14" HDPE WATER LINE, DR11 BY OPEN CUT	LF	1,393		
A-03	20" STEEL CASING BY TRENCHLESS	LF	275		
A-04	14" STEEL CASING BY TRENCHLESS	LF	60		
A-05	14" STEEL CASING BY OPEN CUT	LF	70		
A-06	TRENCH SAFETY	LF	6,287		
A-07	6" GATE VALVE, AWWA	EA	7		
A-08	8" GATE VALVE, AWWA	EA	22		
A-09	14" GATE VALVE, AWWA	EA	5		
A-10	6"X6" TAPPING SLEEVE	EA	5		
A-11	8"X6" TEE, RJ	EA	2		
A-12	8"X8" TEE, RJ	EA	8		
A-13	14"X8" TEE, RJ	EA	3		
A-14	14"X14" TEE, RJ	EA	1		
A-15	8"X6" TEE	EA	8		
A-16	14"X6" TEE	EA	3		
A-17	6"X2" REDUCER	EA	1		
A-18	8"X4" REDUCER	EA	1		
A-19	8"X6" REDUCER	EA	4		
A-20	14"X6" REDUCER	EA	1		
A-21	14"X8" REDUCER	EA	1		
A-22	8" 45° BEND	EA	11		
A-23	14" 45° BEND	EA	1		
A-24	8" 90° BEND	EA	2		
A-25	14" 90° BEND	EA	2		
A-26	FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE	EA	10		
A-27	CONNECTION TO EXISTING 12" WATER LINE	EA	1		
A-28	CONNECTION TO EXISTING 8" WATER LINE	EA	4		
A-29	CONNECTION TO EXISTING 6" WATER LINE	EA	6		
A-30	CONNECTION TO EXISTING 4" WATER LINE	EA	2		
A-31	CONNECTION TO EXISTING 2" WATER LINE	EA	1		
A-32	REMOVE AND REPLACE CURB AND GUTTER	LF	75		
A-33	REMOVE AND REPLACE CONCRETE	SY	620		
A-34	REMOVE AND REPLACE ASPHALT	SY	765		
A-35	REMOVE AND REPLACE GRAVEL	SY	120		
A-36	BLOCK SODDING	SY	5,650		
A-37	CLEARING AND GRUBBING	LS	1		
A-38	LEAD SERVICE LINE REMOVAL AND DISPOSAL	EA	1		
A-39	NEW SHORT SIDE WATER SERVICE	EA	35		
A-40	NEW LONG SIDE WATER SERVICE	EA	45		
A-41	NEW SPECIALTY WATER SERVICE CONNECTION	EA	5		
A-42	HYDROSTATIC TESTING AND DISINFECTION	LS	1		
A-43	PREPARE AND IMPLEMENT SWPPP	LS	1		
A-44	TRAFFIC CONTROL	LS	1		
A-45	CELLULAR CONCRETE FILL ABANDONED LINES	CY	75		
A-46	CONCRETE COLLAR	EA	15		
A-47	REMOVE AND REPLACE 10" CULVERT	LF	60		
A-48	REMOVE AND REPLACE 12" CULVERT	LF	300		
A-49	REMOVE AND REPLACE 15" CULVERT	LF	200		
A-50	REMOVE AND REPLACE 16" CULVERT	LF	15		
A-51	REMOVE AND REPLACE 4' CHAIN LINK FENCE	LF	150		
A-52	TREE REMOVAL	LF	140		
A-53	VALVE REMOVAL	EA	16		
A-54	CONCRETE CHANNEL REPAIR	SY	60		
A-55	OWNER'S ALLOWANCE	LS	1		
A-56	MOBILIZATION	LS	1		
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				\$ -

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
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: [List Base Bid Items to which the Add or Deduct will be applied.]				
BID SUBMITTED BY:					
Offeror: _____ Signature: _____ Printed Name: _____ Title: _____ Date: _____					



ACAD Rel: 24.2s (LMS Tech)
Filename: N:\WTU\Drawings\CV-WAT-PP-WTRL03-EDWARDS.dwg
Last Saved: 6/2/2024 11:47 AM Saved By: 08490

CONTRACTOR_____

PROPOSALS MUST BE RECEIVED BY THURSDAY,
JUNE 6, 2024 AT 12:00 P.M.

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
WATER LINE PROJECT
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATER LINE REPLACEMENT

BID OPENING:
THURSDAY, JUNE 6, 2024 AT 2:00 P.M.



Jonathan C. Faughtenberry

05/10/2024

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

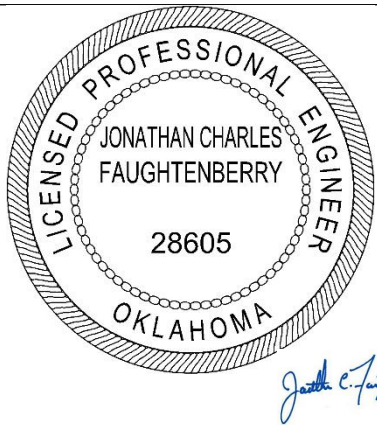
PREPARED BY:

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

 05/10/2024	<table><tr><th>Specification Sections Sealed</th></tr><tr><td></td></tr></table>	Specification Sections Sealed	
Specification Sections Sealed			
OKLAHOMA REGISTERED ENGINEERING FIRM CA-511			

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00 43 13	Bid Bond
00 45 01	Nonresident Bidders
00 45 02	Non-Collusion Certification
00 45 03	Business Relationship Statement
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00 61 16	Payment Bond
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00 61 20	Maintenance Bond Requirements
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	Disadvantaged Business Enterprise Program (DBE) Guidance
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	ARP-6100-2 DBE Subcontractor Participation Form
	ARP-6100-3 DBE Subcontractor Participation Form
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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:
T.O. 2 Alice, Fay, Edwards, & Pesotum Street Waterline Replacement
ARP-23-0015-DFG
- 1.02 Description of the Work
- A. Replacement of approximately 1,350 feet of 6-inch waterline along Alice Street from N Center Ave to N Pesotum Ave; 1,350 feet of 2-inch waterline along Fay Street from N Center Ave to N Pesotum Ave; 1,700 feet of 12-inch waterline along Edwards Street from N Center Ave to N Pesotum Ave; and 2,200 feet of 6-inch waterline along N Pesotum Ave. from E Highland Street connecting to E Remington Street HDPE pipe and related appurtenances in the same corridors.
- 1.03 The Project is to be substantially complete and ready for operation no later than 270 days after Notice to Proceed. The Project is to be complete and eligible for final payment 30 days after the date for Substantial Completion.

ARTICLE 2 – EXAMINATION AND PURCHASE OF DOCUMENTS

- 2.01 Advertisement and bidding information for the Project can be found at the following procurement website:
<https://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 Section 00 52 13 "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.
- 2.05 Printed copies of the Contract Documents, Technical Data, and other information may be examined free of charge at the following address:
City Clerk's Office
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 5/30/24 at 2 pm. 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 5 pm on 5/31/24.
- 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 6/6/24 at 12 pm. to be accepted. The Bids will be publicly opened and read aloud at this time and place including the names of the Offerors and their Bids. Address Bids to the Owner as follows:

City of Shawnee
Engineering Department
Attn: Bid – T.O. 2 Alice, Fay, Edwards, & Pesotum Street Waterline Replacement
16 W 9th St

Shawnee, OK 74801

- 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 statutory defect 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.

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
222 N Broadway
Shawnee, OK 74801
Attention: Seth Barkhimer
T.O. 2 Alice, Fay, Edwards, & Pesotum Street Water Line 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 270 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 270 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.”
 - F. Bid Proposal
 - G. Contractor’s Statement about Equal Opportunity (ARP-211)
 - H. Contractor’s Certificate of Non-Segregated Facilities (ARP-212)
 - I. Sub-Contractor’s Certificate of Non-Segregated Facilities (ARP-212a)
 - J. Bidder’s/Supplier’s List (ARP-249)
 - K. Subcontractor Performance form (ARP-6100-3)
 - L. Subcontractor Utilization form (ARP-6100-4)

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

00 41 16 Bid Form Exhibit A

Project:	Alice, Fay, Edwards, & Pesotum Street Water Line Replacement		Project No.:
Owner:	City of Shawnee		SWN23322
Design Professional:	Jonathan Faughtenberry		
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	8" HDPE WATER LINE, DR11 BY OPEN CUT	LF	4,824		
A-02	14" HDPE WATER LINE, DR11 BY OPEN CUT	LF	1,393		
A-03	20" STEEL CASING BY TRENCHLESS	LF	275		
A-04	14" STEEL CASING BY TRENCHLESS	LF	60		
A-05	14" STEEL CASING BY OPEN CUT	LF	70		
A-06	TRENCH SAFETY	LF	6,287		
A-07	6" GATE VALVE, AWWA	EA	7		
A-08	8" GATE VALVE, AWWA	EA	22		
A-09	14" GATE VALVE, AWWA	EA	5		
A-10	6"X6" TAPPING SLEEVE	EA	5		
A-11	8"X6" DIP TEE, RJ	EA	2		
A-12	8"X8" DIP TEE, RJ	EA	8		
A-13	14"X8" DIP TEE, RJ	EA	3		
A-14	14"X14" DIP TEE, RJ	EA	1		
A-15	8"X6" HDPE TEE	EA	8		
A-16	14"X6" HDPE TEE	EA	3		
A-17	6"X2" DIP REDUCER	EA	1		
A-18	8"X4" DIP REDUCER	EA	1		
A-19	8"X6" DIP REDUCER	EA	4		
A-20	14"X6" DIP REDUCER	EA	1		
A-21	14"X8" DIP REDUCER	EA	1		
A-22	8" DIP 45° BEND	EA	11		
A-23	14" DIP 45° BEND	EA	1		
A-24	8" DIP 90° BEND	EA	2		
A-25	14" DIP 90° BEND	EA	2		
A-26	FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE	EA	10		
A-27	CONNECTION TO EXISTING 12" WATER LINE	EA	1		
A-28	CONNECTION TO EXISTING 8" WATER LINE	EA	4		
A-29	CONNECTION TO EXISTING 6" WATER LINE	EA	6		
A-30	CONNECTION TO EXISTING 4" WATER LINE	EA	2		
A-31	CONNECTION TO EXISTING 2" WATER LINE	EA	1		
A-32	REMOVE AND REPLACE CURB AND GUTTER	LF	75		
A-33	REMOVE AND REPLACE CONCRETE	SY	620		
A-34	REMOVE AND REPLACE ASPHALT	SY	765		
A-35	REMOVE AND REPLACE GRAVEL	SY	120		
A-36	BLOCK SODDING	SY	5,650		
A-37	CLEARING AND GRUBBING	LS	1		
A-38	LEAD SERVICE LINE REMOVAL AND DISPOSAL	EA	1		
A-39	NEW SHORT SIDE WATER SERVICE	EA	35		
A-40	NEW LONG SIDE WATER SERVICE	EA	45		
A-41	NEW SPECIALTY WATER SERVICE CONNECTION	EA	5		
A-42	HYDROSTATIC TESTING AND DISINFECTION	LS	1		
A-43	PREPARE AND IMPLEMENT SWPPP	LS	1		
A-44	TRAFFIC CONTROL	LS	1		
A-45	CELLULAR CONCRETE FILL ABANDONED LINES	CY	75		
A-46	CONCRETE COLLAR	EA	15		
A-47	REMOVE AND REPLACE 10" CULVERT	LF	60		
A-48	REMOVE AND REPLACE 12" CULVERT	LF	300		
A-49	REMOVE AND REPLACE 15" CULVERT	LF	200		
A-50	REMOVE AND REPLACE 16" CULVERT	LF	15		
A-51	REMOVE AND REPLACE 4' CHAIN LINK FENCE	LF	150		
A-52	TREE REMOVAL	LF	140		
A-53	VALVE REMOVAL	EA	16		
A-54	CONCRETE CHANNEL REPAIR	LS	1		
A-55	OWNER'S ALLOWANCE	LS	1		
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				\$ -

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
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: [List Base Bid Items to which the Add or Deduct will be applied.]				
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: T.O. 2 Alice, Fay, Edwards, & Pesotum Street Water Line Replacement
SWN23322

_____, 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: T.O. 2 Alice, Fay, Edwards, & Pesotum Street Water Line Replacement
SWN23322

_____, 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		
Notes:							
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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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00 61 11 STATUTORY DEFECT 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 Oklahoma.</i> Local Agent for Surety Name: Mailing address (principal place of business):
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (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 statutory defect 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 shall pay or cause to be paid to the Owner all damages, losses, and expenses which may result by reason of defective materials and/or workmanship in connection with the Work required by this Contract occurring within a period of 1 year from and after the acceptance of the Project by the Owner, then this obligation shall 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 Chapter 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: _____ <i>(Attach Power of Attorney and place surety seal below)</i>
--	--

END OF SECTION

00 61 13 PERFORMANCE 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):
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (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 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):
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (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 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

00 61 19 MAINTENANCE 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 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 Bond Duration: Bond Date:	

(Date of Bond cannot be earlier than Effective Date of Contract)	Telephone (Main):
<i>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 County, Oklahoma for any legal action.</i>	
Contractor as Principal Signature: _____ Name: _____ Title: _____ Email: _____	Surety Signature: _____ Name: _____ Title: _____ Email: _____ (Attach Power of Attorney)

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

- "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 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 Equipment Watch 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	Nominal 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	\$500,000
Each Employee	\$500,000
Policy Limit	\$500,000

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 6th day of June, 2024, for the
T.O. 2 Alice, Fay, Edwards, & Pesotum Street Water Line 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-23 - 0015 - DPG. 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 6th day of June, 2024. 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 30 day of May, 2024.

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 6th day of June, 2024, for the
T.O. 2 Alice, Fay, Edwards, & Pesotum Street Water Line 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-23 - 0015 - DPG. 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. 2 Alice, Fay, Edwards, & Pesotum Street Water Line 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 180 calendar days. Liquidated damages will be \$ 500 per calendar day.

In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following items, included in this Bid Packet, shall be submitted along with the bid: Bid Proposal, Bid Bond, Non-Collusion Affidavit, Business Relationship Affidavit, Contractor's

Statement about Equal Opportunity (ARP-211), Contractor's Certificate of Non-Segregated Facilities (ARP-212), Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a) Bidder's/Supplier's List (ARP-249), Subcontractor Performance form (ARP-6100-3), Subcontractor Utilization form (ARP-6100-4) 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 status is "active".
- ☐ I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- ☐ I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: **Davis Bacon Act**

If the total project cost exceeds \$10,000,000 (ten million dollars):

- ☐ I hereby certify that all of my employees will be paid according to the Davis Bacon Act.

Name and Title of Prospective Prime Contractor's Representative

Signature of Prospective Prime Contractor's Representative

Name and address of Prospective Prime Contractor

AFFIDAVITS

State of _____ ss.
County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_____.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____.

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

_____.

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public Signature

My Commission Expires: _____

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:

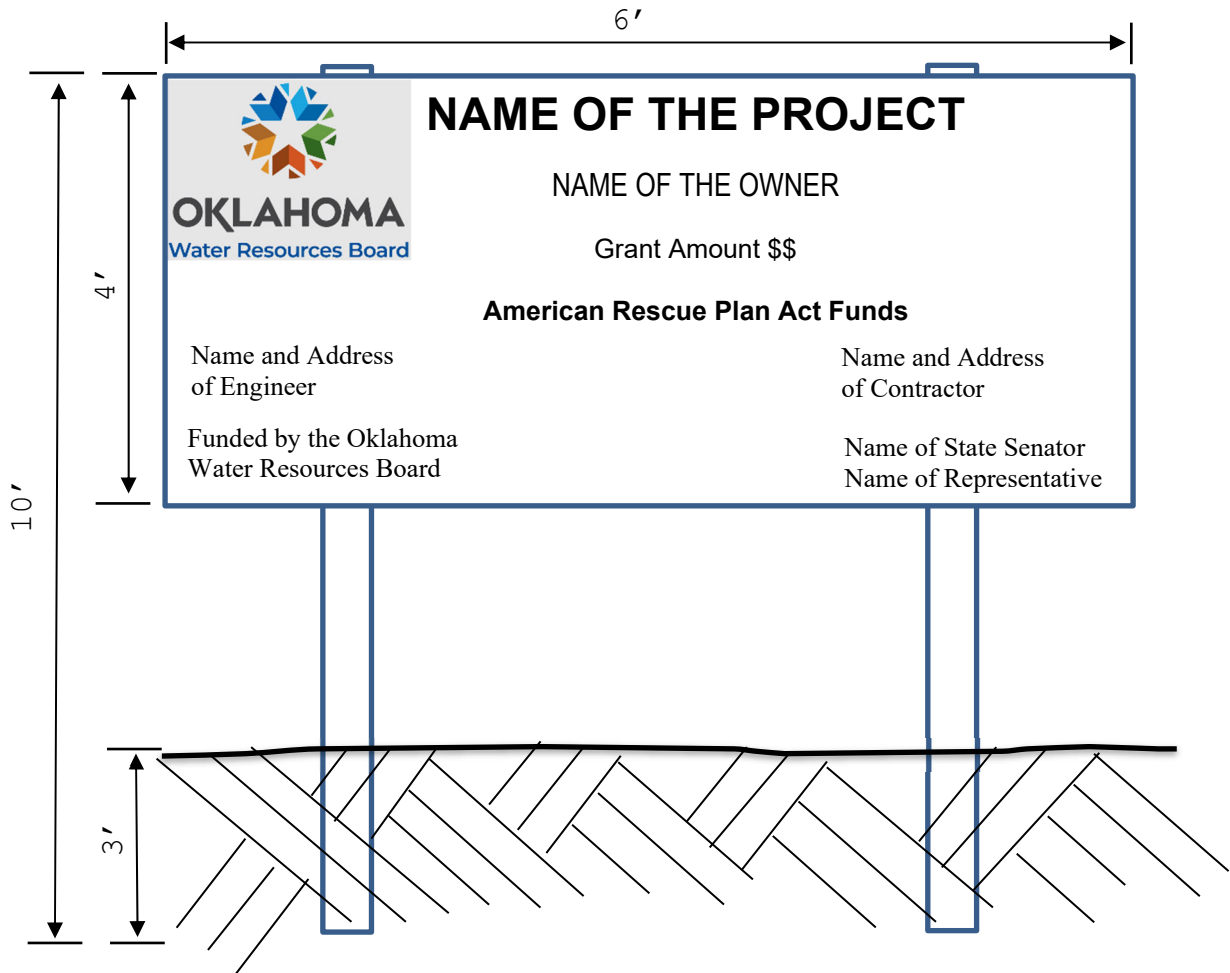
1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract 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 4780 linear feet of 8" and approximately 1560 linear feet of 14" 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 – 14" and 8" HDPE 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 and 4 – 20" and 14" 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, carrier pipe, concrete embedment or grout backfill, concrete, clay or brick plugs, and for all labor, equipment and materials as required to complete the installation.

C. Item 5 – 14" STEEL CASING BY OPEN CUT

1. Encasement pipe will be measured by the linear foot, 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 per linear foot for the type, size, and class specified on the plans.
2. The contract total unit price shall be the total compensation for furnishing and placing all materials including encasement pipe, backfill, carrier pipe, concrete embedment or grout backfill, concrete, clay or brick plugs, care of water during construction, and for all labor, equipment and materials as required to complete the installation.

D. Item 6 – TRENCH SAFETY

1. Measurement for trench safety shall be per linear foot installed.
2. Payment for trench safety shall be made at the unit price bid per linear foot installed and shall be full compensation for trench safety as outlined in the Contract Documents. The quantity showing the Bid Proposal is a minimum quantity to be bid. The Contractor shall determine the amount of trench safety required for his means and methods of construction and fill in his quantity and price accordingly.

- E. Item 7,8 and 9 – 14", 8" and 6" 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.
- F. Item 10 – 6"X6" 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.
- G. Item 11, 12, 13 and 14 – 14"X14", 14"X8", 8"X8" and 8"X6" 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.
- H. Item 15 and 16 – 14"X6" and 8"X6" 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.
- I. Item 17, 18, 19, 20 and 21 – 14"X8", 14"X6", 8"X6", 8"X4" and 6"X2" REDUCER :
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.
- J. Item 22 AND 23 – 45° 14" AND 8" 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 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.
- K. Item 24 and 25 - 90° 14" and 8" 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 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.
- L. Item 26 – FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE:
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.
- M. Item 27, 28, 29, 30 and 31 – CONNECTION TO EXISTING 12", 8", 6", 4" AND 2" 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.
- N. Item 32 – REMOVE AND REPLACE 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.
- O. Item 33 – 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.
- P. Item 34 – 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.
- Q. Item 35 – REMOVE AND REPLACE GRAVEL:
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.
- R. Item 36 – 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.
- S. Item 37 – 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 38 – 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 39 – NEW SHORT SIDE WATER SERVICE:

1. Measurement and payment shall be per each short side water service connection 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, surface restoration, and all other incidental items necessary for a complete and workable installation are included in this item.

V. Item 40 – NEW LONG SIDE WATER SERVICE BY TRENCHLESS:

1. Measurement and payment shall be per each long side water service connection installed. The contractor shall install all new long service connections by method of trenchless.
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, surface restoration, bell holes and all other incidental items necessary for a complete and workable installation are included in this item.

W. Item 41 – NEW SPECIALTY WATER SERVICE CONNECTION

1. Measurement and payment shall be per each specialty water service connection installed. The contractor shall install all specialty service connections by method of trenchless.
2. This item shall include furnishing all labor, equipment, and materials necessary to replace the existing service connection to the existing or relocated 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, surface restoration, bell holes and all other incidental items necessary for a complete and workable installation are included in this item.
3. Contractor shall cut into steel casing to make service connections. Contractor shall use aggregate backfill under roadway.

X. Item 42 – HYDROSTATIC TESTING AND DISINFECTION:

1. Measuring for payment is on a lump sum basis. Payment will be based on the earned value of Work completed.
2. This item shall include furnishing all materials, labor, and equipment to perform hydrostatic testing and disinfection for the new waterline in accordance with the plans, standard details, and specifications. The cost of other incidental items related to the testing and disinfection of waterlines are included in this lump sum pay item.

Y. Item 43 – 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.

Z. Item 44 – 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:
CONSTRUCTION SIGNING AND 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.

AA. Item 45 – CELLULAR CONCRETE FILL AND 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.
2. The unit price pay item shall include furnishing all labor, equipment, and materials necessary to abandon the existing lines with cellular concrete as shown in the plans, standard details, and specifications. The cost of the existing water line abandonment, existing fire hydrant removal, labor, and all other incidental items necessary for a complete and workable installation are included in this pay item.

BB. Item 46 – 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.

CC. Item 47 – REMOVE AND REPLACE 10" CULVERT:

1. The removal and replacement, complete in place, of culvert shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.

2. This item shall include furnishing all materials, labor, and equipment to perform the removal and replacement of 10" culvert. Culverts shall be replaced to similar size, material, and elevation as shown in the drawings.

DD. Item 48 – REMOVE AND REPLACE 12" CULVERT:

1. The removal and replacement, complete in place, of culvert shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.
2. This item shall include furnishing all materials, labor, and equipment to perform the removal and replacement of 12" culvert. Culverts shall be replaced to similar size, material, and elevation as shown in the drawings.

EE. Item 49 – REMOVE AND REPLACE 15" CULVERT:

1. The removal and replacement, complete in place, of culvert shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.
2. This item shall include furnishing all materials, labor, and equipment to perform the removal and replacement of 15" culvert. Culverts shall be replaced to similar size, material, and elevation as shown in the drawings.

FF. Item 50 – REMOVE AND REPLACE 16" CULVERT:

1. The removal and replacement, complete in place, of culvert shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.
2. This item shall include furnishing all materials, labor, and equipment to perform the removal and replacement of 16" culvert. Culverts shall be replaced to similar size, material, and elevation as shown in the drawings.

GG. Item 51 – REMOVE AND REPLACE 4' CHAIN LINK FENCE

1. The removal and replacement of, complete in place, of chain link fence shall be measured by the linear foot and paid for at the Total Unit Price shown in the bid proposal.
2. This item shall include furnishing all materials, labor, and equipment to perform the removal and replacement of 4' chain link fence. Fence shall be replaced to exact height and material as shown in the drawings.

HH. Item 52 – 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 34.

II. Item 53 – VALVE REMOVAL

1. Measurement and payment shall be at unit price per each and shall be full compensation for the complete removal of the valve, capping of the abandoned water line, aggregate backfill and surface restoration as indicated in the drawings.
2. This item shall include furnishing all labor, equipment, and materials necessary to remove abandoned valves as shown in the plans.

JJ. Item 54 – CONCRETE CHANNEL REPAIR

1. This unit price item shall include furnishing all materials, labor, and equipment necessary to repair damage to concrete channel located on E Edwards Street that may occur during installation of new water line and service connections. Means and methods of installation of service connections as determined by the contractor, and impacts to the existing channel section or concrete structure, shall be such that limits channel impacts. Any damage to existing concrete structure shall be included in this line items and channel shall be repaired to existing or better condition.

KK. Item 55 – 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.

LL. Item 56 – 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.

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 1.05 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. Comply with ODOT requirement for concrete mixtures as indicated in the drawings.
- C. 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	3000	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.				

- D. 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

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: 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

Division 32
Exterior Improvements

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 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. All ductile iron fittings shall be coated with a layer of Fusion-Bonded Epoxy in accordance with AWWA C116.
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 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	Standard Specifications for Highway Bridges
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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 C200	Steel Water Pipe, 6 in. (150 mm) and Larger
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

E. Railroad Crossing Standards:

BNSF Railway	Utility Accommodation Policy
Union Pacific	Pipeline Installation Requirements

1.05 JOB CONDITIONS; PERMITS AND EASEMENT REQUIREMENTS

- A. 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. All traffic control devices for highways and roadways shall comply with the Manual on Uniform Traffic Control Devices (MUTCD).
- B. 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. 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.
- C. 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.

Nominal Diameter of Steel Casing Pipe (Inches)	Minimum Wall Thickness of Steel Casing Pipe (Inches)	
	Roadway/Highway Crossing	Railway Crossing
14 to 20	0.188	0.250

- D. Tunnel Liner Plates:
1. Tunnel liner plates shall be fabricated from a single piece of metal and flanged on each side, each piece shall contain a grout port, and shall conform to the requirements of ASTM A1011/A1011M, with a minimum tensile strength of 42,000 psi, and a minimum yield strength of 28,000 psi. Tunnel liner plates and associated bolts and nuts shall be hot-dip galvanized.
 2. Contractor shall be fully responsible for the design of the tunnel liner plates. Design of the tunnel liner plates shall be performed by a professional engineer licensed in the state where the project is located as required herein.
 3. Plates shall be of uniform fabrication and those intended for one size tunnel shall be interchangeable. Welding of tunnel liner plate shall not be allowed.
 4. The material used for the construction of the tunnel liner plates shall be new, unused, and suitable for the purpose intended.
 5. Manufacturer of tunnel liner plates shall be:
 - a. Contech Engineered Solutions LLC (<https://www.conteches.com>).
 - b. DSI Tunneling LLC (<http://www.dsitunneling.com>).

- c. Jennmar Corporation (<https://www.jennmar.com>).
 - d. Approved equal.
6. Minimum thickness of tunnel liner plates shall be as calculated in AASHTO Standard Specifications for Highway Bridges, latest edition and/or as indicated in AREMA Manual for Railway Engineering, or indicated in other applicable standards referenced herein, or as otherwise required by the authority having jurisdiction, and shall be considered the minimum thickness acceptable. The thickness of the tunnel liner plates shall be increased as necessary to obtain the adequate strength, stiffness, buckling strength, resistance to deflection and be able to accommodate the maximum allowable jacking load, as applicable. The tunnel liner plate shall be designed as to not allow deflection of more than 3 percent.

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 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.
- G. Remove fittings and plug grout ports and fittings after completion of contact grouting.

3.06 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.

3.07 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.

3.08 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 05 16 “Aggregates for Earthwork.”

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 40 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
------------	---
 - 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 1 years from the date of Owner acceptance.
- 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.

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
PESOTUM WL STA 10+00		6		F				Buried	O/C
PESOTUM WL STA 13+62		8		F				Buried	O/C
PESOTUM WL STA 13+62		8		F				Buried	O/C
PESOTUM WL STA 16+79		8		F				Buried	O/C
PESOTUM WL STA 16+79		14		F				Buried	O/C
PESOTUM WL STA 17+61		14		F				Buried	O/C
PESOTUM WL STA 17+75		8		F				Buried	O/C
PESOTUM WL STA 20+94		6		F				Buried	O/C
PESOTUM WL STA 20+94		8		F				Buried	O/C
PESOTUM WL STA 23+87		8		F				Buried	O/C
PESOTUM WL STA 23+87		8		F				Buried	O/C
PESOTUM WL STA 26+85		8		F				Buried	O/C
PESOTUM WL STA 26+85		8		F				Buried	O/C
PESOTUM WL STA 29+84		6		F				Buried	O/C
PESOTUM WL STA 29+84		8		F				Buried	O/C
PESOTUM WL STA 30+57		8		F				Buried	O/C

Location	Valve ID	Size (In.)	Type	End Connect.	Process Fluid	Max. Diff. Pressure (psi)	Operator Type	Installation (Buried/ Exposed)	Service
PESOTUM WL STA 30+57		8		F				Buried	O/C
PESOTUM WL STA 30+67		6		F				Buried	O/C
EDWARDS WL STA 10+00		6		F				Buried	O/C
EDWARDS WL STA 16+57		8		F				Buried	O/C
EDWARDS WL STA 16+57		14		F				Buried	O/C
EDWARDS WL STA 16+63		8		F				Buried	O/C
EDWARDS WL STA 16+63		14		F				Buried	O/C
FAY WL STA 10+00		6		F				Buried	O/C
FAY WL STA 16+52		8		F				Buried	O/C
FAY WL STA 16+52		8		F				Buried	O/C
FAY WL STA 16+61		8		F				Buried	O/C
FAY WL STA 16+61		8		F				Buried	O/C
ALICE WL STA 10+00		6		F				Buried	O/C
ALICE WL STA 16+54		8		F				Buried	O/C
ALICE WL STA 16+54		8		F				Buried	O/C
ALICE WL STA 16+65		8		F				Buried	O/C
ALICE WL STA 16+65		8		F				Buried	O/C
CONNECTION TO EST WL STA 2+18		14		F				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

CITY OF SHAWNEE
SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATER LINE REPLACEMENT



PROJECT VICINITY MAP

NOVEMBER 2023



5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024
SWN23322

SHEET INDEX

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THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
AUTHORIZED BY: JONATHAN CHARLES FAUGHTENBERRY P.E.
OKLAHOMA NO.: 28605
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FREESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

QUANTITIES TABLE

SPECIFICATION	DESCRIPTION	QUANTITY	UNIT
33 31 13.16	8" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	4824	LF
33 31 13.16	14" HDPE (DIPS) WATER LINE, DR11 BY OPEN CUT	1393	LF
33 05 23.33	20" STEEL CASING BY TRENCHLESS	275	LF
33 05 23.33	14" STEEL CASING BY TRENCHLESS	60	LF
01 29 01	14" STEEL CASING BY OPEN CUT	70	LF
31 23 36	TRENCH SAFETY	6287	LF
40 05 61	6" GATE VALVE, AWWA	7	EA
40 05 61	8" GATE VALVE, AWWA	22	EA
40 05 61	14" GATE VALVE, AWWA	5	EA
33 05 01.02	6"X6" TAPPING SLEEVE	5	EA
33 05 01.02	8"X6" DIP TEE, RJ	2	EA
33 05 01.02	8"X8" DIP TEE, RJ	8	EA
33 05 01.02	14"X8" DIP TEE, RJ	3	EA
33 05 01.02	14"X14" DIP TEE, RJ	1	EA
33 31 13.16	8"X6" HDPE TEE	8	EA
33 31 13.16	14"X6" HDPE TEE	3	EA
33 31 13.16	6"X2" DIP REDUCER	1	EA
33 05 01.02	8"X4" DIP REDUCER	1	EA
33 05 01.02	8"X6" DIP REDUCER	4	EA
33 05 01.02	14"X6" DIP REDUCER	1	EA
33 05 01.02	14"X8" DIP REDUCER	1	EA
33 05 01.02	8" DIP 45° BEND	11	EA
33 05 01.02	14" DIP 45° BEND	1	EA
33 05 01.02	8" DIP 90° BEND	2	EA
33 05 01.02	14" DIP 90° BEND	2	EA
33 12 19	FIRE HYDRANT ASSEMBLY, INCL. ISOLATION VALVE	10	EA
33 31 13.16	CONNECTION TO EXISTING 12" WATER LINE	1	EA
33 31 13.16	CONNECTION TO EXISTING 8" WATER LINE	4	EA
33 31 13.16	CONNECTION TO EXISTING 6" WATER LINE	6	EA
33 31 13.16	CONNECTION TO EXISTING 4" WATER LINE	2	EA
33 31 13.16	CONNECTION TO EXISTING 2" WATER LINE	1	EA
01 29 01	REMOVE AND REPLACE CURB AND GUTTER	75	LF
03 30 00.1	REMOVE AND REPLACE CONCRETE	620	SY
32 01 29	REMOVE AND REPLACE ASPHALT	765	SY
01 29 01	REMOVE AND REPLACE GRAVEL	120	SY
32 92 00	BLOCK SODDING	5650	SY
02 41 00	CLEARING AND GRUBBING	1	LS
01 29 01	LEAD SERVICE LINE REMOVAL AND DISPOSAL	1	EA
33 31 13.16	NEW SHORT SIDE WATER SERVICE	34	EA
33 31 13.16	NEW LONG SIDE WATER SERVICE BY TRENCHLESS	42	EA
33 31 13.16	NEW SPECIALTY WATER SERVICE CONNECTION	5	EA
33 05 05.31	HYDROSTATIC TESTING AND DISINFECTION	1	LS
01 29 01	PREPARE AND IMPLEMENT SWPPP	1	LS
01 29 01	TRAFFIC CONTROL	1	LS
33 05 23.33	CELLULAR CONCRETE FILL ABANDONED LINES	75	CY
01 29 01	CONCRETE COLLAR	15	EA
01 29 01	REMOVE AND REPLACE 10" CULVERT	60	LF
01 29 01	REMOVE AND REPLACE 12" CULVERT	300	LF
01 29 01	REMOVE AND REPLACE 15" CULVERT	200	LF
01 29 01	REMOVE AND REPLACE 16" CULVERT	15	LF
01 29 01	REMOVE AND REPLACE 4" CHAIN LINK FENCE	150	LF
02 41 00	TREE REMOVAL	140	EA
01 29 01	VALVE ABANDONMENT	16	EA
01 29 01	CONCRETE CHANNEL REPAIR	1	LS
01 29 01	OWNER'S ALLOWANCE	1	LS

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
JAMES E. NICHOLS, P.E.
OKLAHOMA NO. 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FREESE AND
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FREESE

NICHOLS

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CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

GENERAL

GENERAL NOTES CONTINUED

NO. 1

ISSUE

BY

DATE

F&N JOB NO.
SMW23322

DATE
10/25/23

DESIGNED
JDH

DRAWN

REVISED
JMT

CHECKED

WCH

FILE NAME
GN-ALL-GN-NOTES.dwg

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VERIFY SCALE

Bar: is one inch on original
drawing. If not one inch on
this sheet, adjust scale.

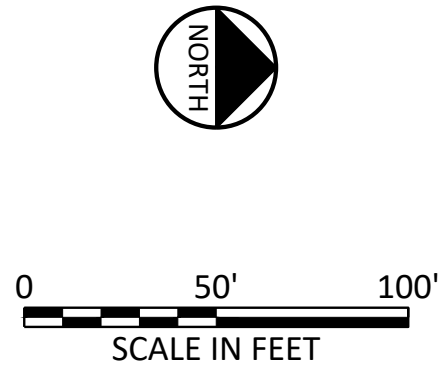
SHEET

GN-03

SEQ.

03 OF 29

The map displays the proposed alignment for the N. Pesotum Ave. project. The alignment is shown as a dashed line with stationing markers from 25+00 to 30+67. Key features include the intersection with E. Alice St. at station 27+00, the intersection with E. Remington St. at station 30+67, and the intersection with N. Pesotum Ave. at station 28+00. The map also shows existing trees, property lines, and surrounding residential areas.



POINT TABLE				
PNT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	729482.37	2295681.45	1073.49	IPSC
2	730071.34	2295659.96	1077.89	IPSC
3	731024.85	2295652.58	1078.33	IPSC

ALIGNMENT TABLE				
Line #	Length	Direction	Start Point	End Point
L4	52.777	S89° 59' 58.38"W	(2295664.41,730089.03)	(2295611.64,730089.03)
L5	25.594	N0° 14' 47.31"E	(2295611.64,730089.03)	(2295611.75,730114.62)
L6	7.501	N45° 24' 03.04"E	(2295611.75,730114.62)	(2295617.09,730119.89)
L7	452.929	N0° 06' 39.69"E	(2295617.09,730119.89)	(2295617.96,730572.82)

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CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

GENERAL

N. PESOTUM AVE. SURVEY CONTROL

NO.	ISSUE	BY	DATE	F&N JOB NO.
				SVN23322
			DATE	8/28/23
			DESIGNED	JDH
			DRAWN	JMT
			REVISED	
			CHECKED	WCH

Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.

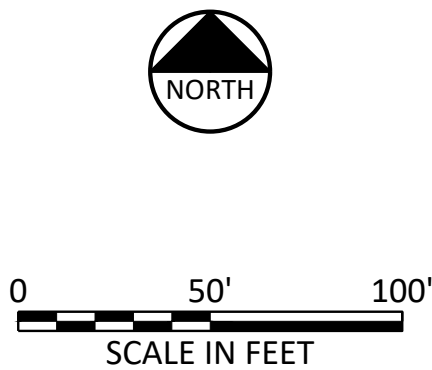
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SHEET GN-04

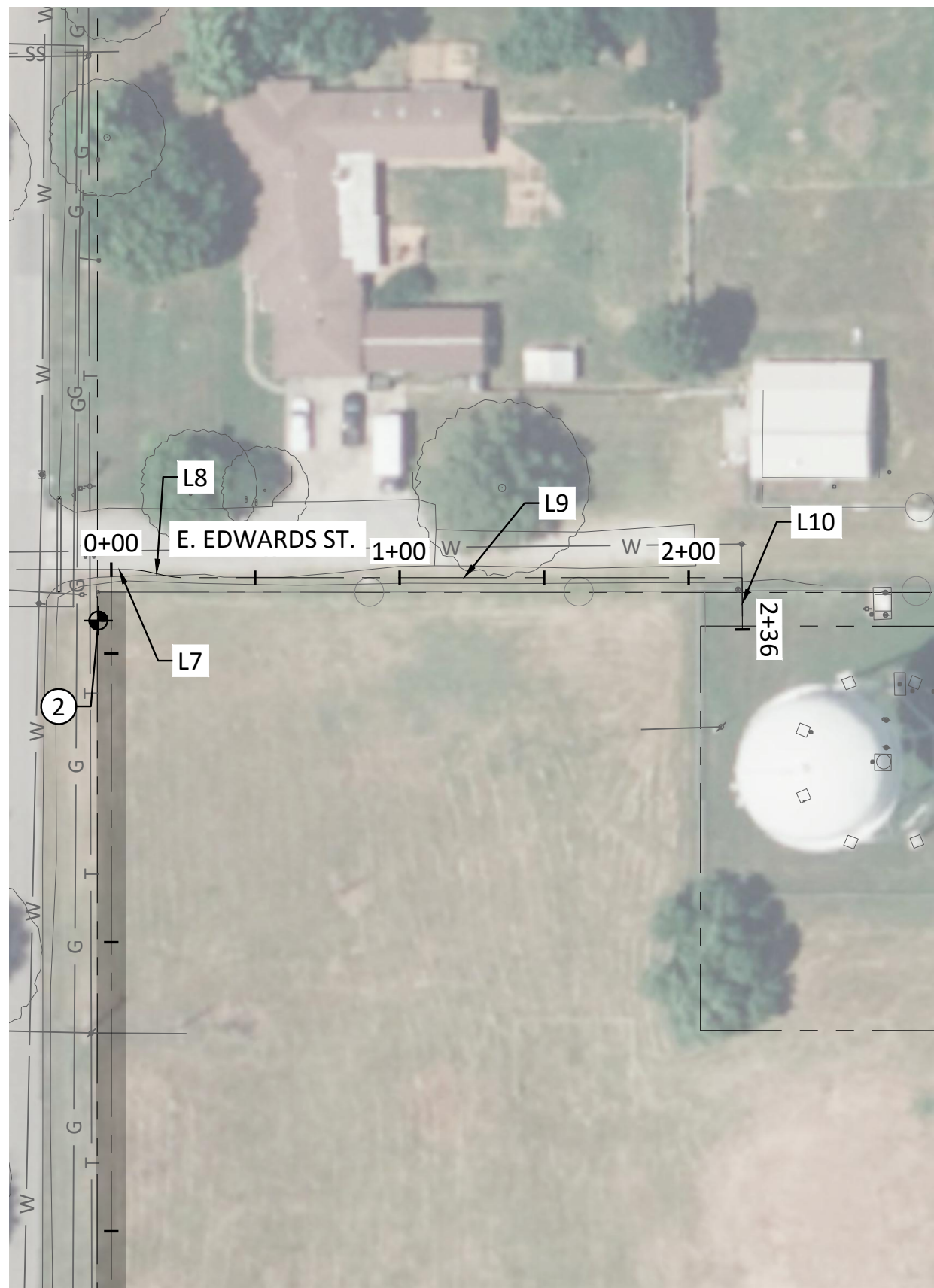
SEQ. 04 OF 29

GN-ALL-GN-SURV.dwg



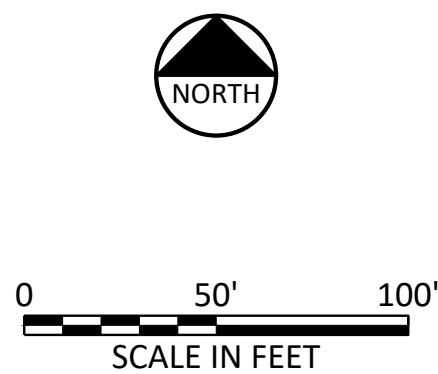
POINT TABLE				
PNT	NORTHING	EASTING	ELEVATION	DESCRIPTION
4	731384.10	2295881.36	1064.12	IPSC

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Expiration Date: 06/30/2024



POINT TABLE				
PNT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	730071.34	2295659.96	1077.89	IPSC
8	730044.92	2294340.28	1033.90	IPSC
9	730060.39	2294956.02	1046.39	IPSC

Line #	Length	Direction	Start Point	End Point
L10	17.945	S0° 17' 30.93"E	(2295882.67,730086.24)	(2295882.76,730068.29)
L9	192.496	N90° 00' 00.00"E	(2295690.17,730086.24)	(2295882.67,730086.24)
L8	4.915	S77° 16' 26.95"E	(2295677.67,730088.18)	(2295682.46,730087.10)
L7	5.430	N89° 48' 54.36"E	(2295664.41,730089.02)	(2295669.84,730089.04)
L1	359.970	N89° 29' 29.96"E	(2294331.19,730105.80)	(2294691.15,730108.99)
L2	245.112	S89° 57' 47.06"E	(2294695.91,730109.01)	(2294941.02,730108.85)
L3	7.369	S83° 23' 59.04"E	(2294952.45,730108.19)	(2294959.77,730107.34)
L4	603.724	N89° 21' 16.75"E	(2294972.39,730106.68)	(2295576.08,730113.48)
L5	16.002	S78° 28' 12.45"E	(2295583.47,730112.78)	(2295599.15,730109.58)
L6	5.578	S89° 45' 39.28"E	(2295606.14,730108.88)	(2295611.72,730108.85)



THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
AUTHORIZED BY: JONATHAN CHARLES FAUGHTENBERRY P.E.
OVAL NUMBER: 28065
DATE: 12/5/2023

THE SEALED SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FRIESE AND
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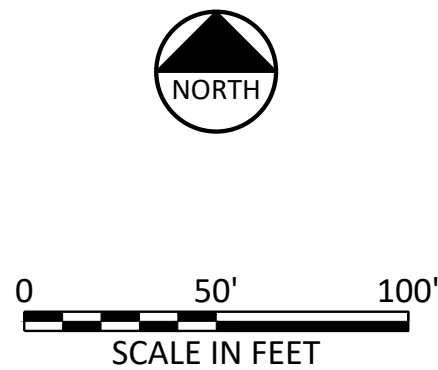
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CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

GENERAL

E. EDWARDS ST. SURVEY CONTROL

SHEET GN-06 06 OF 29	NO. ISSUE BY DATE	SWNN23322 F&N JOB NO.
	DATE 8/28/23 DESIGNED JDH DRAWN JMT REVISED	WCH GN-ALL-GN-SURV.dwg



ALIGNMENT TABLE				
Line #	Length	Direction	Start Point	End Point
L1	246.986	N89° 58' 35.64"E	(2294328.87,730730.62)	(2294575.86,730730.72)
L2	28.517	S87° 11' 49.91"E	(2294580.79,730730.60)	(2294609.27,730729.20)
L3	138.864	N90° 00' 00.00"E	(2294614.16,730729.08)	(2294753.03,730729.08)
L4	14.548	N85° 27' 24.66"E	(2294760.95,730729.40)	(2294775.45,730730.55)
L5	176.530	N89° 58' 35.64"E	(2294781.75,730730.80)	(2294958.28,730730.87)
L6	659.987	N89° 58' 35.77"E	(2294958.28,730730.87)	(2295618.27,730731.14)

GN-07	07 OF 29	SEQ.	SHEET	0 1 VERIFY SCALE Bar is one inch on original drawing, if not one inch on this sheet, adjust scale.	NO. ISSUE BY DATE F&N JOB NO. SWN23322	DATE 8/28/23 DESIGNED JDH DRAWN JMT REVISED CHECKED WCH GN-ALL-GN-SURV.dwg
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CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

GENERAL

E. FAY ST. SURVEY CONTROL



FREESE
24 NICHOLSON

5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA
Expiration Date: 06/30/2024

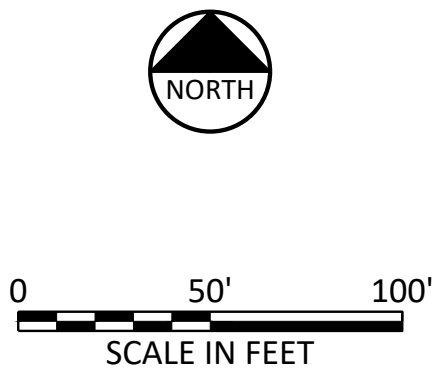
THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
AUTHORIZED BY: JONATHAN CHARLES FAUGHTENBERRY P.E.
OKLAHOMA NO: 28605
DATE: 12/5/2023

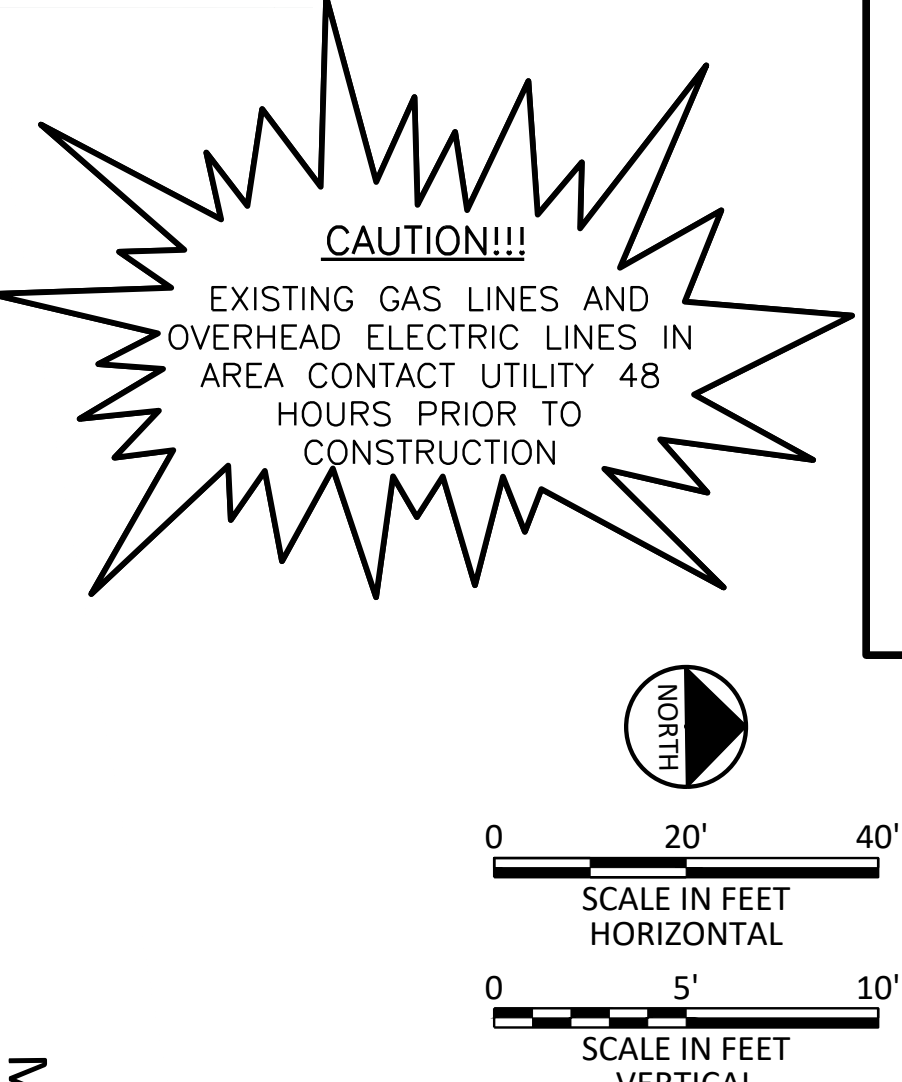
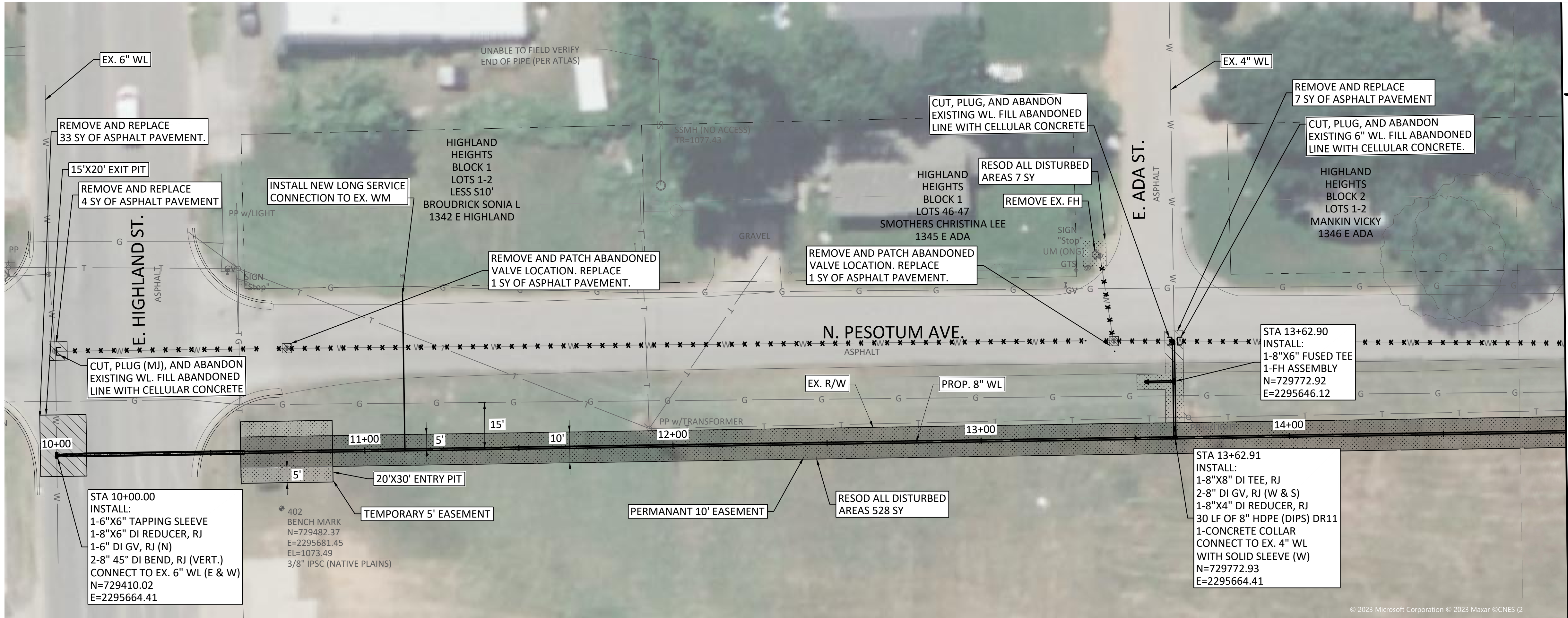
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FREESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.



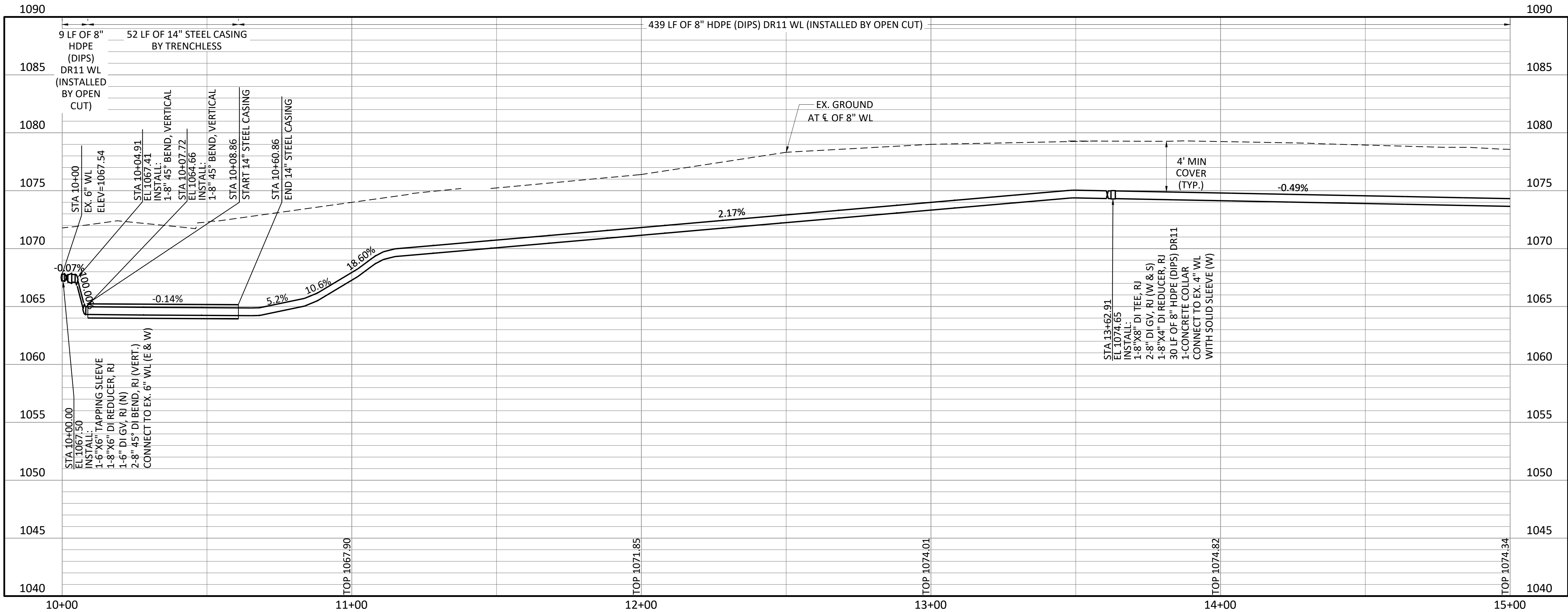
POINT TABLE				
PNT	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	731039.48	2294949.54	1053.40	IPSC
6	731023.73	2294284.65	1050.78	IPSC

ALIGNMENT TABLE				
Line #	Length	Direction	Start Point	End Point
L1	506.452	N89° 36' 41.60"E	(2294328.66,730999.10)	(2294835.11,731002.54)
L2	12.730	S76° 44' 25.98"E	(2294858.72,730999.87)	(2294871.11,730996.95)
L3	121.878	N90° 00' 00.00"E	(2294894.05,730994.29)	(2295015.92,730994.29)
L4	104.866	N88° 11' 48.82"E	(2295031.66,730994.54)	(2295136.47,730997.84)
L5	1.612	N79° 21' 11.30"E	(2295142.60,730998.50)	(2295144.19,730998.80)
L6	8.531	S89° 23' 48.70"E	(2295153.95,730999.66)	(2295162.48,730999.57)
L7	3.659	S83° 04' 28.55"E	(2295173.49,730998.85)	(2295177.12,730998.40)
L8	61.284	S88° 32' 22.62"E	(2295181.87,730998.06)	(2295243.14,730996.49)
L9	399.477	N89° 35' 51.58"E	(2295249.92,730996.44)	(2295649.39,730999.24)





- 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.
 - STEEL CASING BY TRENCHLESS INSTALLATION SHALL BE 14" WITH A YIELD STRENGTH OF 35,000 PSI AND A MINIMUM WALL THICKNESS OF 0.25 INCHES.
 - 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 ON GN-02.
 - REPAIR AND REPLACE ANY EXISTING CULVERTS DAMAGED DURING CONSTRUCTION TO NEW CONDITION AND EXISTING GRADE.
 - THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADE.
 - SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



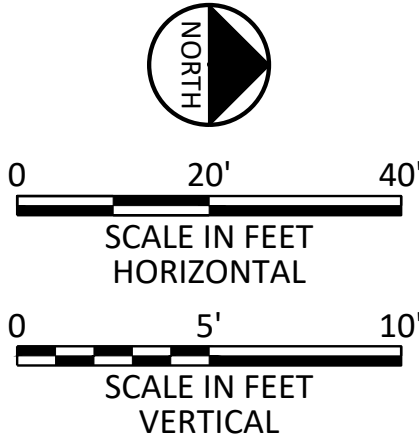
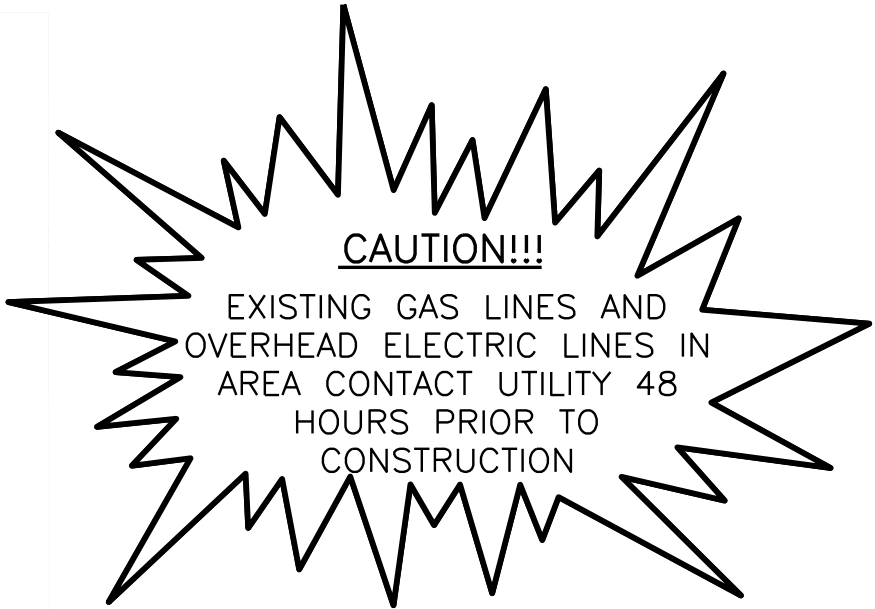
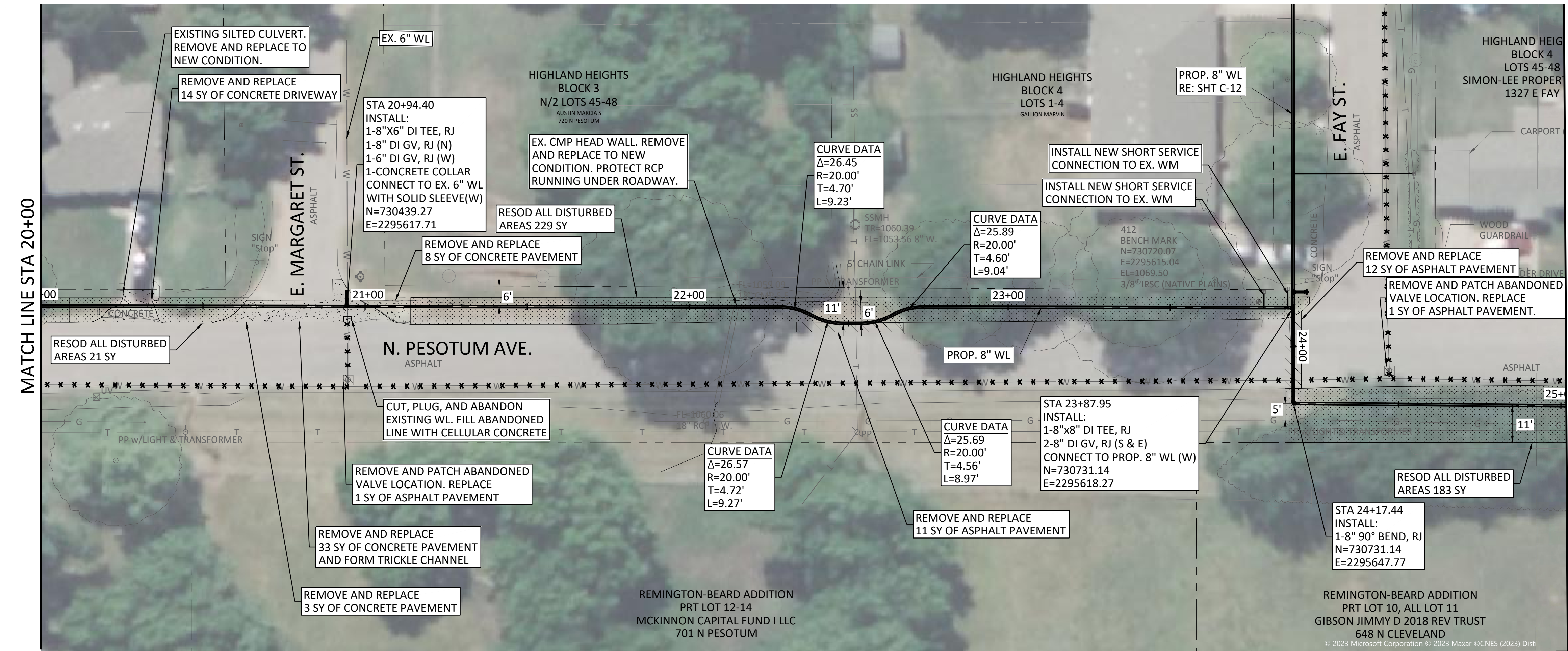
THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: **CHARLES FAUGHTENBERRY P.E.**
OKLAHOMA NO.: 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FREESE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.
Expiration Date: 06/30/2024

FREESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freeze.com
Certificate of Authorization: CA#511

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET WATERLINE REPLACEMENT
CIVIL
N. PESOTUM AVE 8 INCH WL PLAN AND PROFILE BEGIN TO STA. 15+00

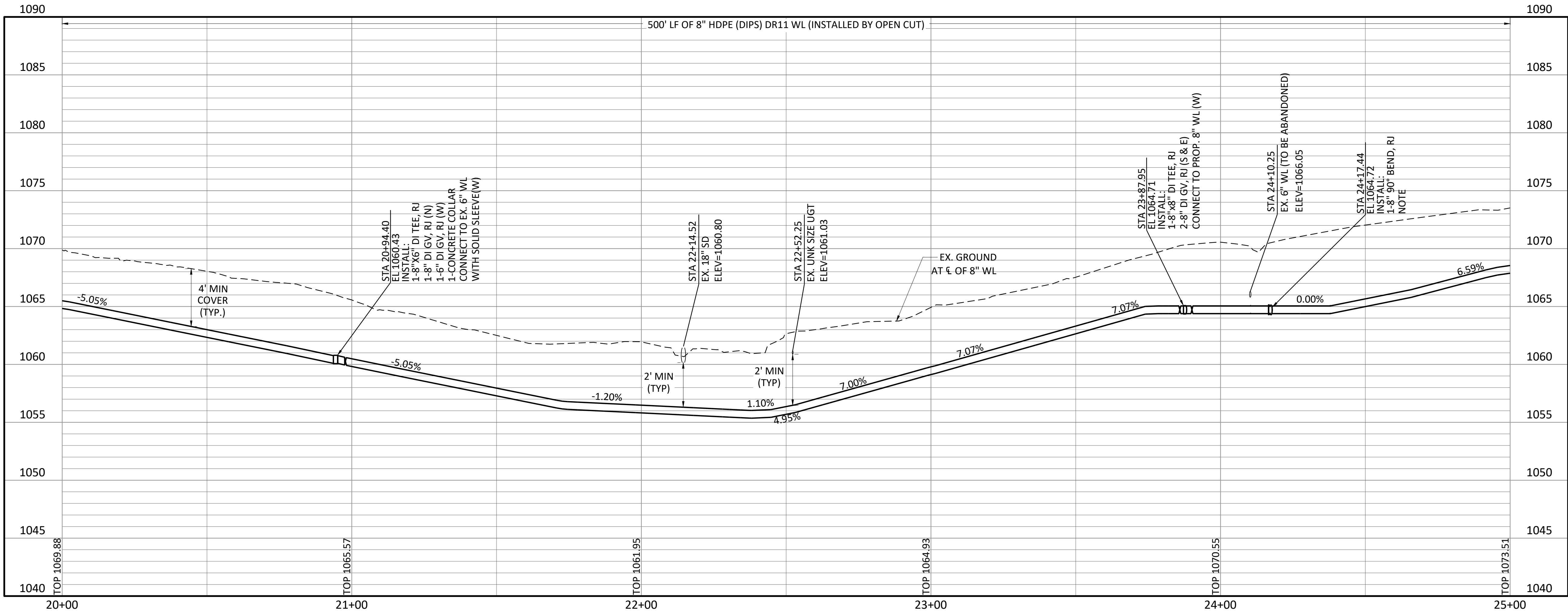
NO.	ISSUE	BY	DATE	F&N JOB NO.	SWN23322	DATE	10/6/23	DESIGNED	JCF	DRAWN	MMM	REVISD	WCH	FILE NAME	CV-WAT-PP-WTRL01-PESOTUM.dwg
SHEET															
C-1															
SEQ. 09 OF 29															

VERIFY SCALE 1" = 10' (Horizontal)
1" = 10' (Vertical)
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.



NOTES:

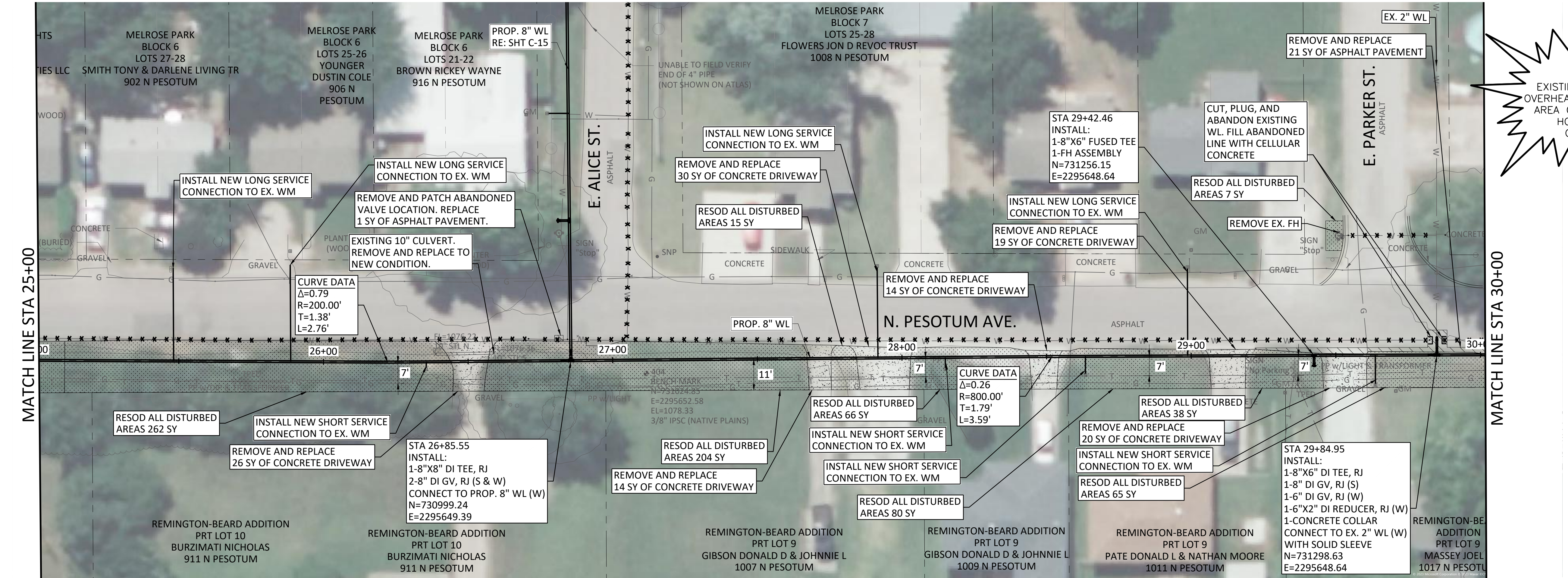
1. CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ALL EXISTING UTILITY DEPTHS SHOWN ARE ESTIMATES. ANY UTILITIES DAMAGED DURING CONSTRUCTION WILL BE REPAIRED AT CONTRACTOR'S EXPENSE.
2. WHERE WATER METER RELOCATION IS REQUIRED RELOCATE 1' INSIDE ROW FROM RESPECTIVE PROPERTY. NO SEPARATE PAYMENT WILL BE MADE.
3. 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 ON GN-02.
4. REPAIR AND REPLACE ANY EXISTING CULVERTS DAMAGED DURING CONSTRUCTION TO NEW CONDITION AND EXISTING GRADE.
5. THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
6. SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



100% IFB PLANS

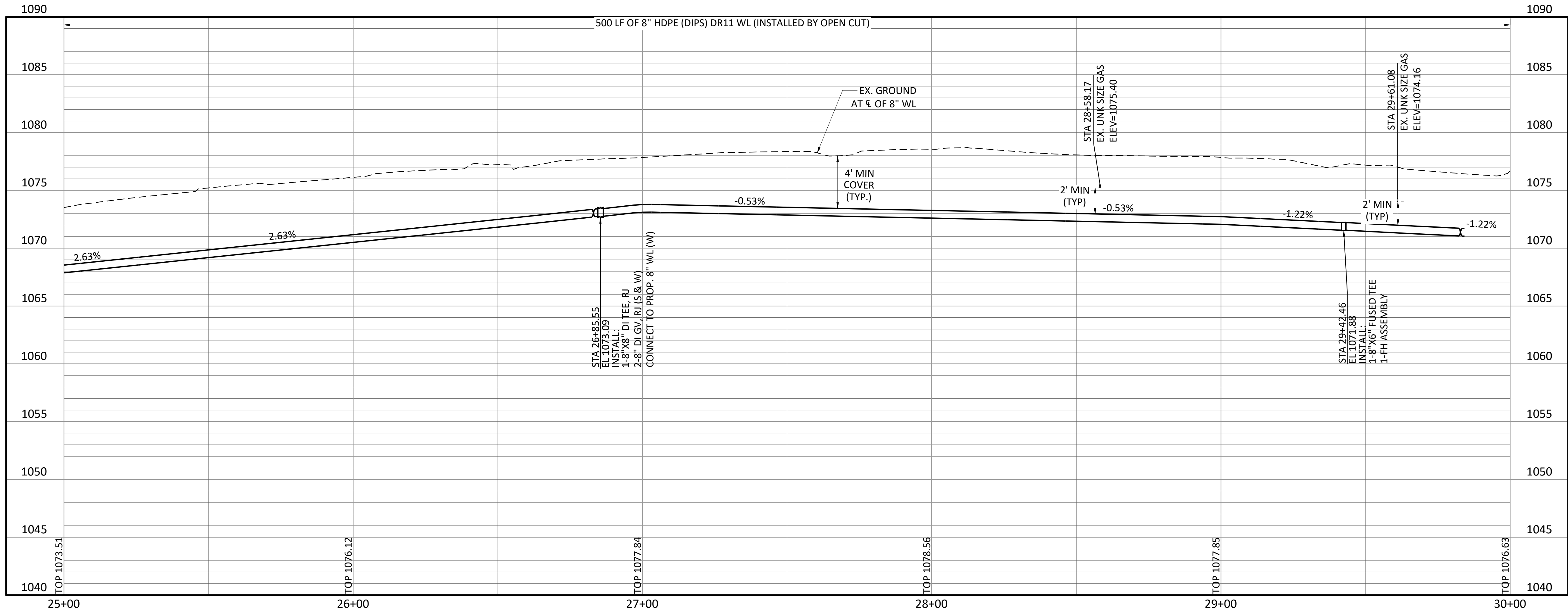
THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: JAMES HAN CHARLES FAUGHTENBERRY P.E. OKLAHOMA NO. 28825 DATE: 12/5/2023 THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FREESE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.	
FREESE & NICHOLS 5100 E. Skelly Drive, Suite 602 Tulsa, Oklahoma 74135 Phone - (539) 444-8677 Web - www.freese.com Certificate of Authorization: CA#511 Expiration Date: 06/30/2024	
CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY ALICE, FAY, EDWARDS, & PESOTUM STREET WATERLINE REPLACEMENT CIVIL	
N. PESOTUM AVE 8 INCH WL PLAN AND PROFILE STA. 20+00 TO STA. 25+00	
NO. 0 SHEET	FILE NAME CV-WAT-PP-WTRL01-PESOTUM.dwg
DATE 10/6/23	DESIGNED JCF
BY	DRAWN MMH
ISSUE	REVISIONS CHECKED WCH
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.	
C-3	
SEQ. 11 OF 29	

ACAD Ref: 24.2s (LMS Tech)
Filename: N:\WTU\Drawings\CV-WAT-PP-WTRL01-PESOTUM.dwg
Last Saved: 4/17/2024 2:06 PM. Saved By: 08489



MATCH LINE STA 30+00

- 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 ON GN-02.
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 - SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



100% IFB PLANS

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: **CHRISTOPHER CHARLES FAUGHTENBERRY P.E.**
OKLAHOMA NO. 28825
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FRIESE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FRIESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.friese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET WATERLINE REPLACEMENT
CIVIL
N. PESOTUM AVE 8 INCH WL PLAN AND PROFILE
STA. 25+00 TO STA. 30+00

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVIS	CHECKED	WCH	FILE NAME
				SWN23322	10/6/23	JCF	MMH				CV-WAT-PP-WTRL01-PESOTUM.dwg

VERIFY SCALE

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

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SHEET

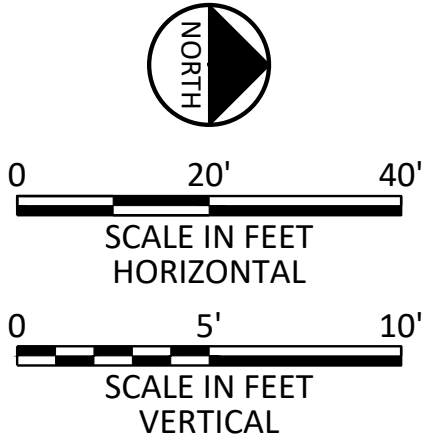
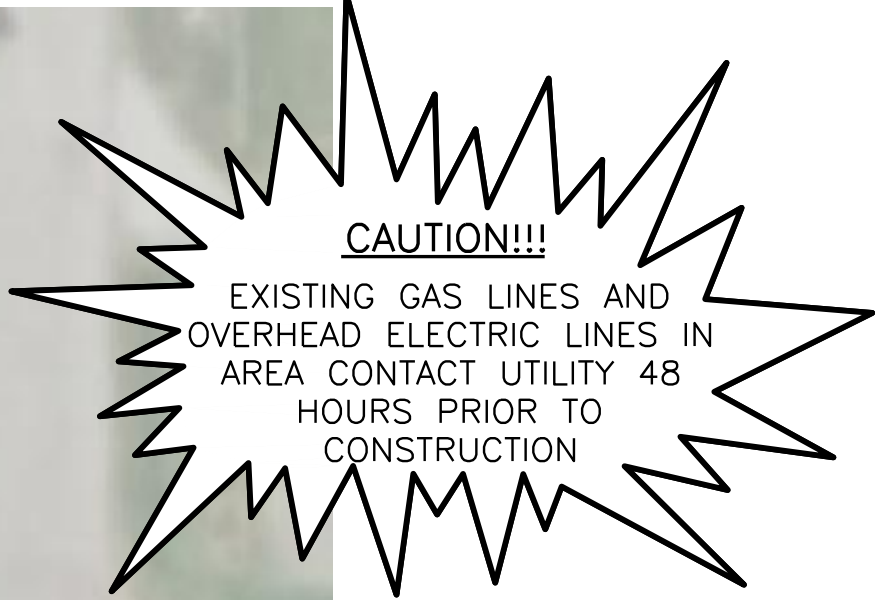
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SEQ.

12 OF 29

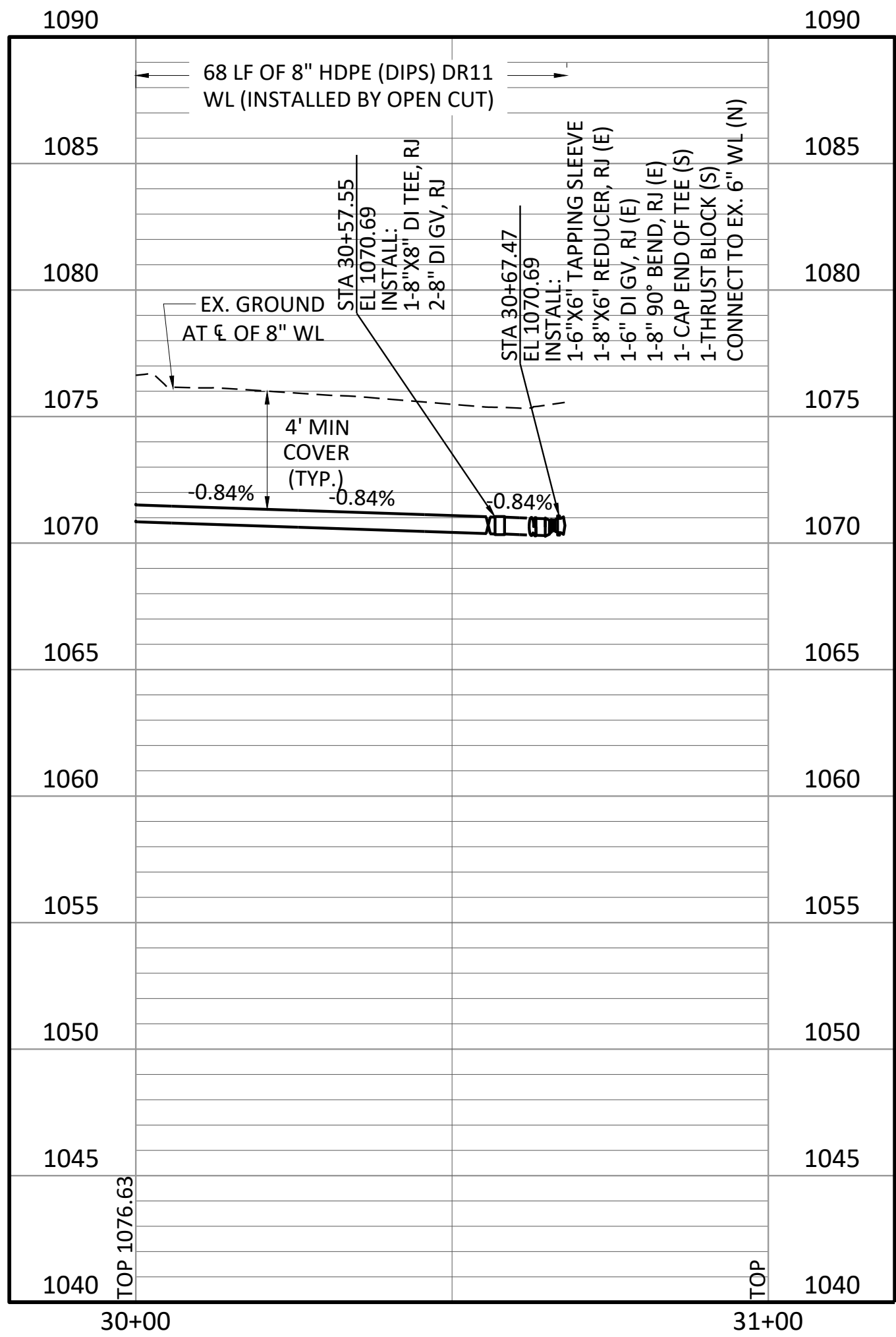
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Last Saved: 4/17/2024 2:06 PM. Saved By: 08489

MATCH LINE STA 30+00



NOTES:

1. 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.
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4. REPAIR AND REPLACE ANY EXISTING CULVERTS DAMAGED DURING CONSTRUCTION TO NEW CONDITION AND EXISTING GRADE.
5. THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
6. SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
OKLAHOMA NO. 28865
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FREESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

**FREESE
& NICHOLS**
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**
CIVIL
**N. PESOTUM AVE 8 INCH WL PLAN AND PROFILE
STA. 30+00 TO END**

F&N JOB NO.	SWN23322
DATE	10/6/23
DESIGNED	JCF
DRAWN	MMM
REVISED	
CHECKED	WCH
FILE NAME	CV-WAT-PP-WTRL01-PESOTUM.dwg

NO. ISSUE

BY

DATE

FILE NAME

CV-WAT-PP-WTRL01-PESOTUM.dwg

VERIFY SCALE 1" = 10' 0'

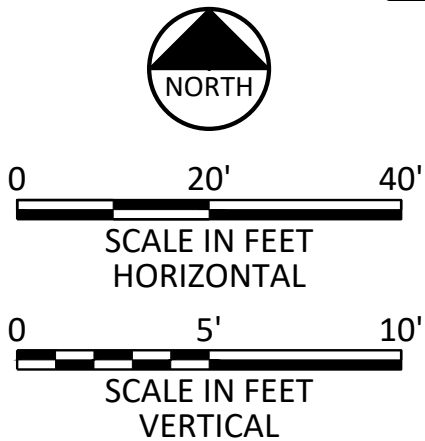
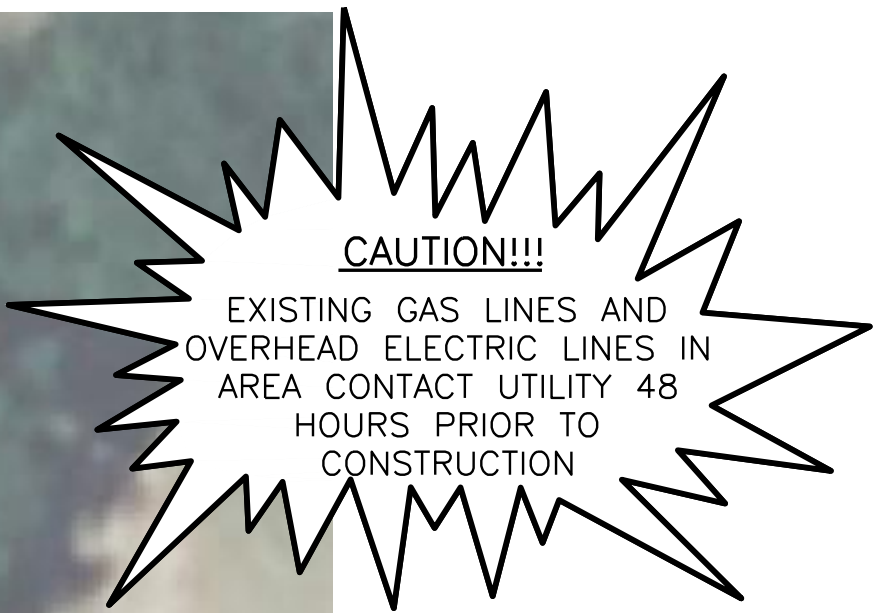
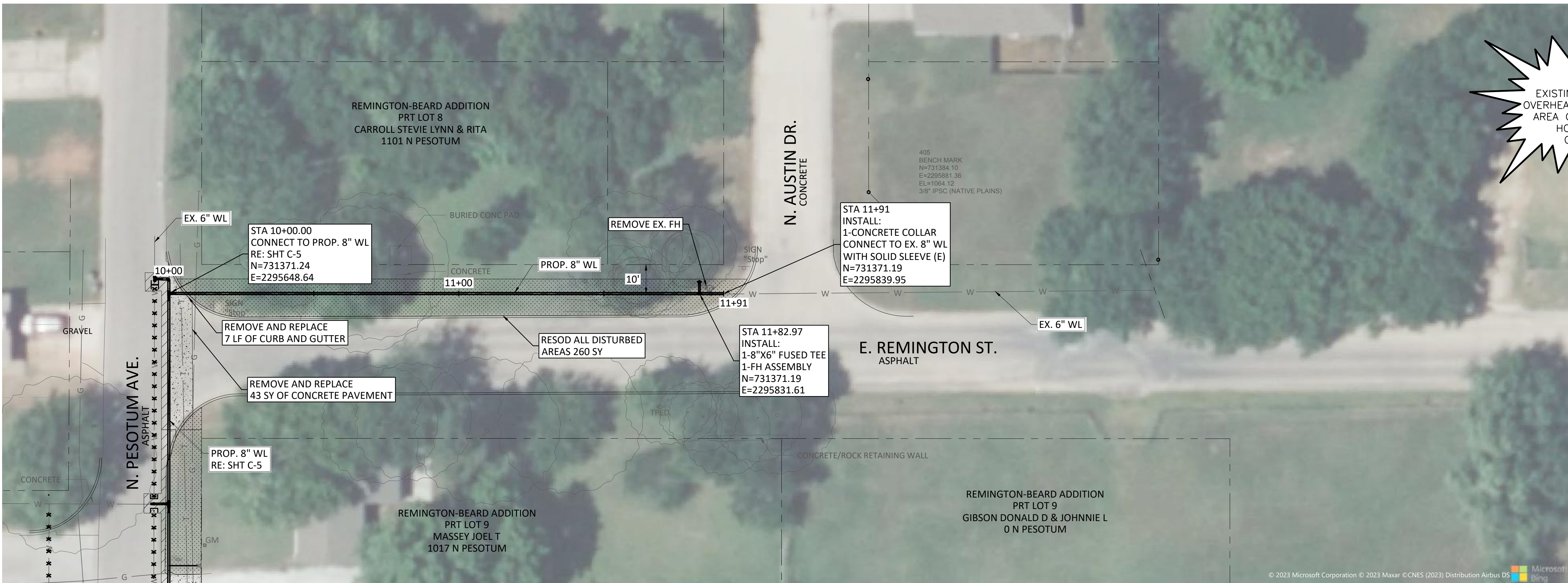
Bar: is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET

C-5

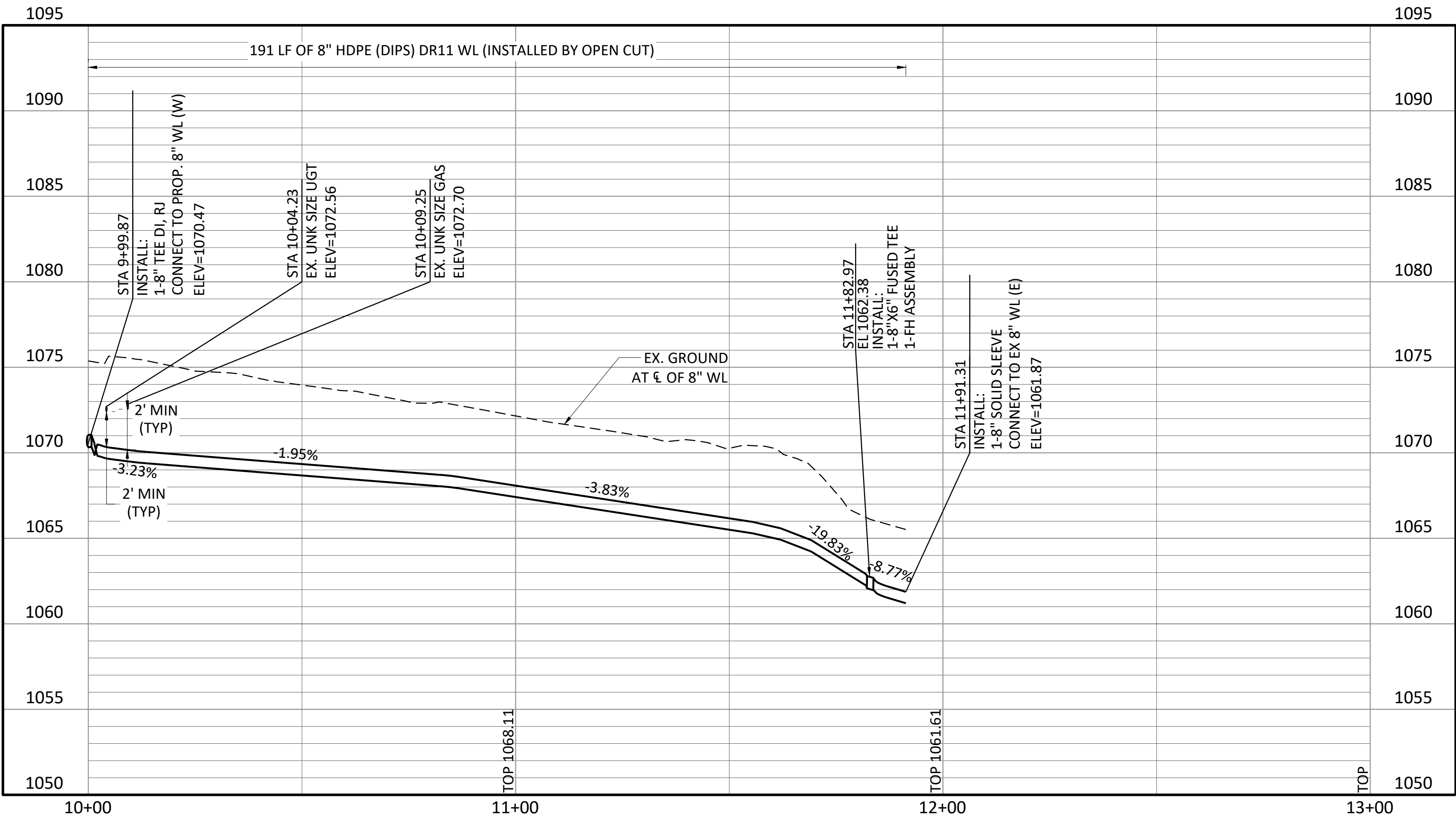
SEQ. 13 OF 29

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Filename: N:\WTL\Drawings\CV-WAT-PP-WTRL02-REMINGTON.dwg
Last Saved: 11/6/2023 2:54 PM. Saved By: 08489



NOTES:

1. 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.
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6. SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



100% IFB PLANS

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
CIVIL ENGINEER
OKLAHOMA NO. 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FRIESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FRIESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.friese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**

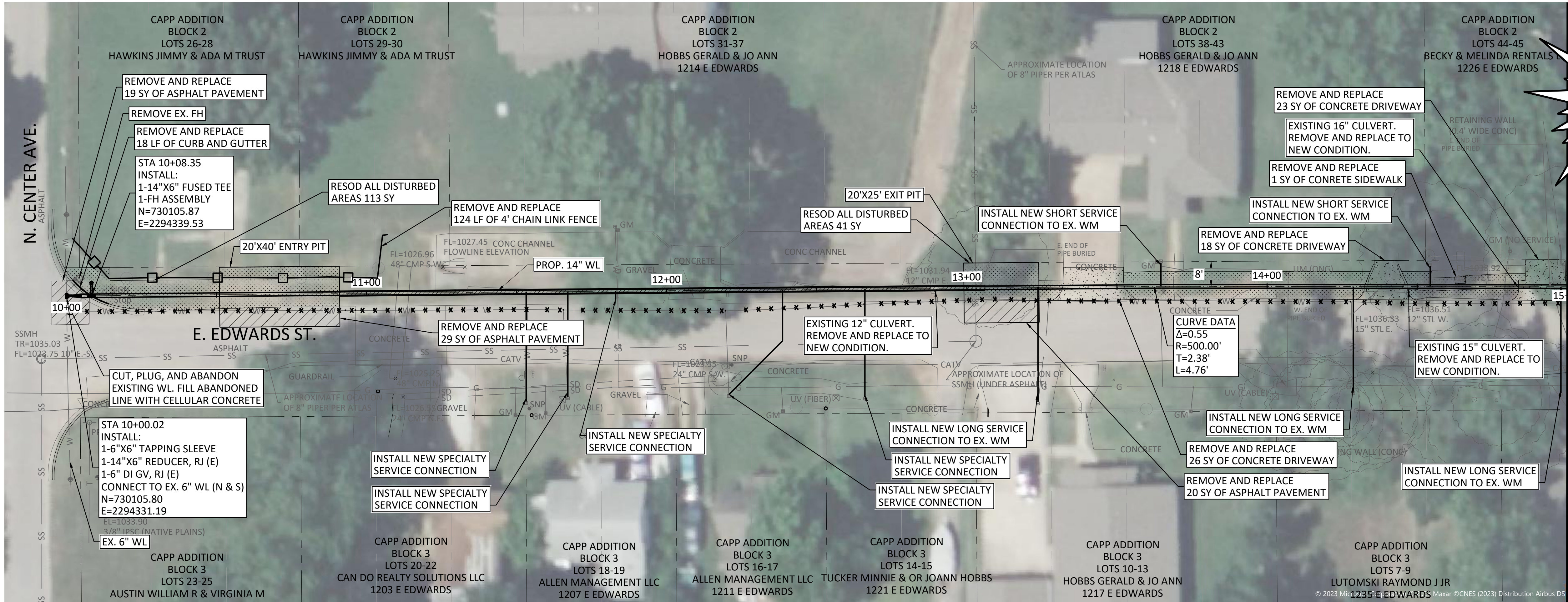
CIVIL
**REMINGTON STREET 8 INCH WL PLAN AND PROFILE
BEGIN TO END**

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				SWN23322	9/5/23	JCF	MMH		WCH	CV-WAT-PP-WTRL02-REMINGT

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVIS	CHECKED	FILE NAME
				SWN23322	9/5/23	JCF	MMH		WCH	CV-WAT-PP-WTRL02-REMINGT

SHEET
C-6
SEQ. 14 OF 29

ACAD Ref: 24.2s (LMS Tech)
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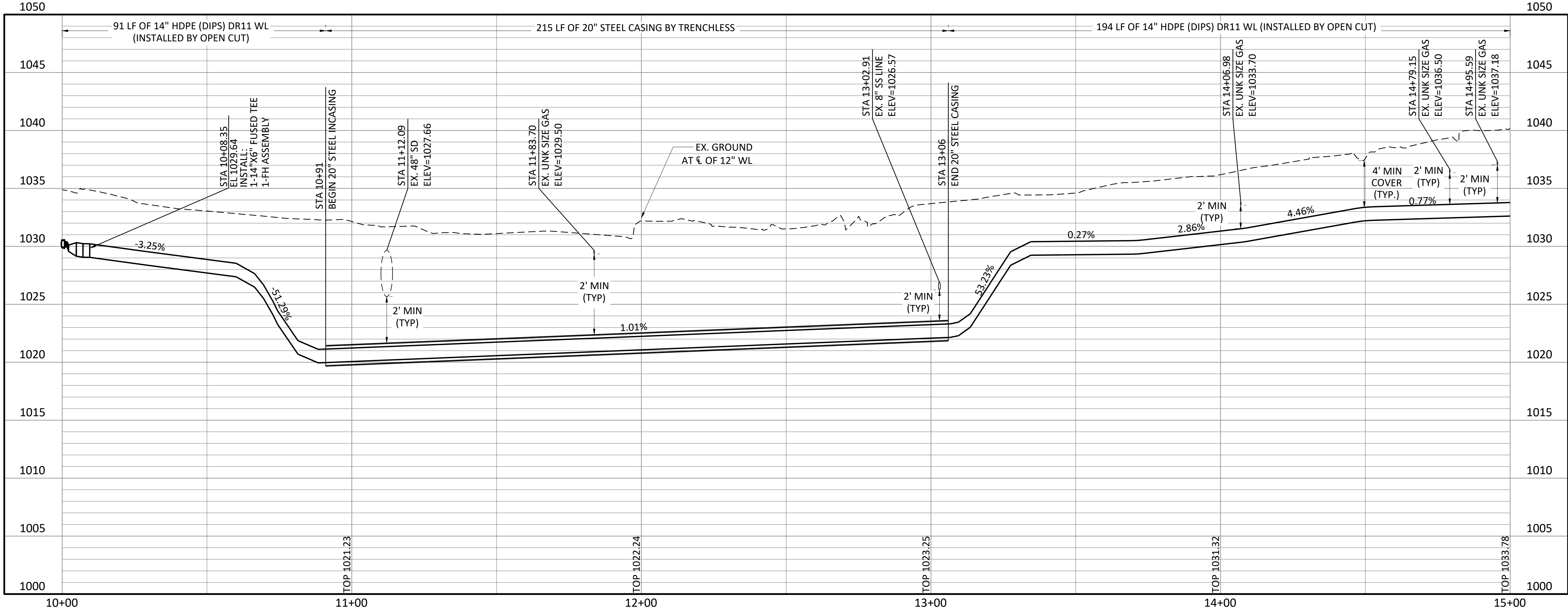
CAUTION!!!
EXISTING GAS LINES AND
OVERHEAD ELECTRIC LINES IN
AREA CONTACT UTILITY 48
HOURS PRIOR TO
CONSTRUCTION

0 20' 40'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

NOTES:

- 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.
- STEEL CASING BY TRENCHLESS INSTALLATION SHALL BE 20" WITH A YIELD STRENGTH OF 35,000 PSI AND A MINIMUM WALL THICKNESS OF 0.25 INCHES.
- 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 ON GN-02.
- REPAIR AND REPLACE ANY EXISTING CULVERTS DAMAGED DURING CONSTRUCTION TO NEW CONDITION AND EXISTING GRADE.
- ALL TEMPORARY FENCE REMOVALS TO BE COORDINATED WITH PROPERTY OWNERS.
- THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
- SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



100% IFB PLANS

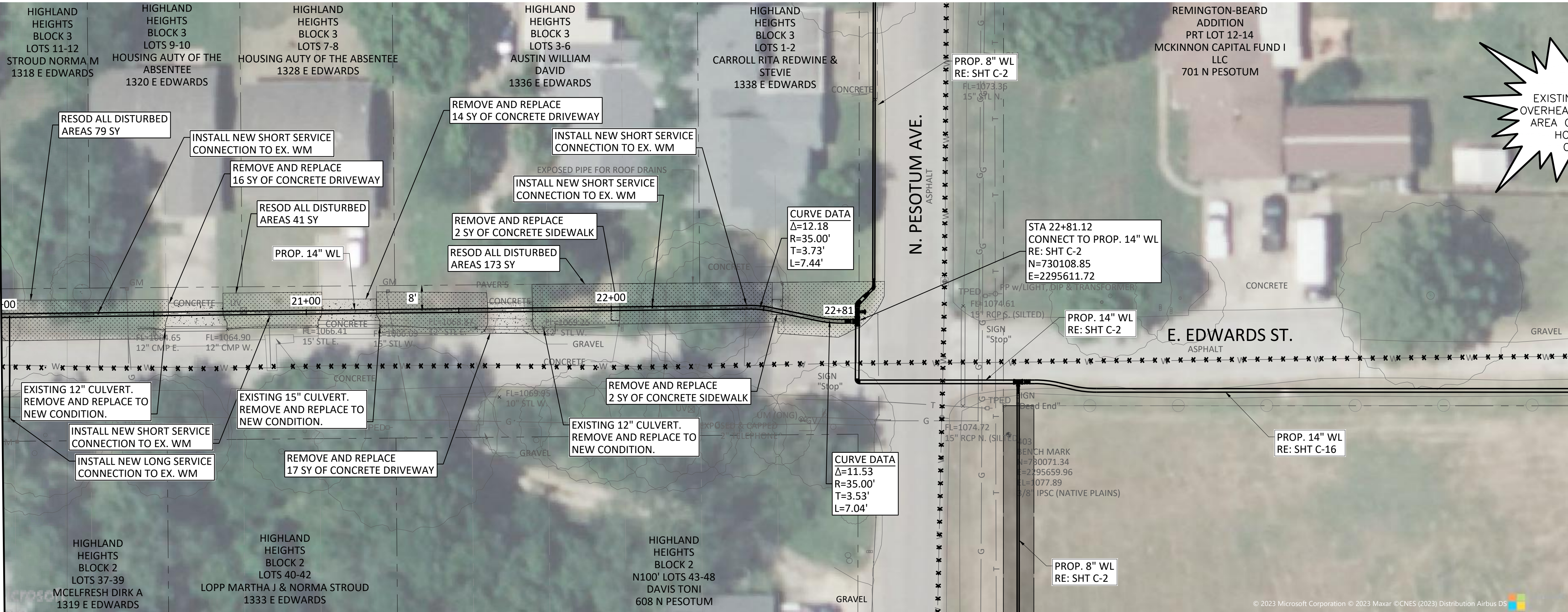
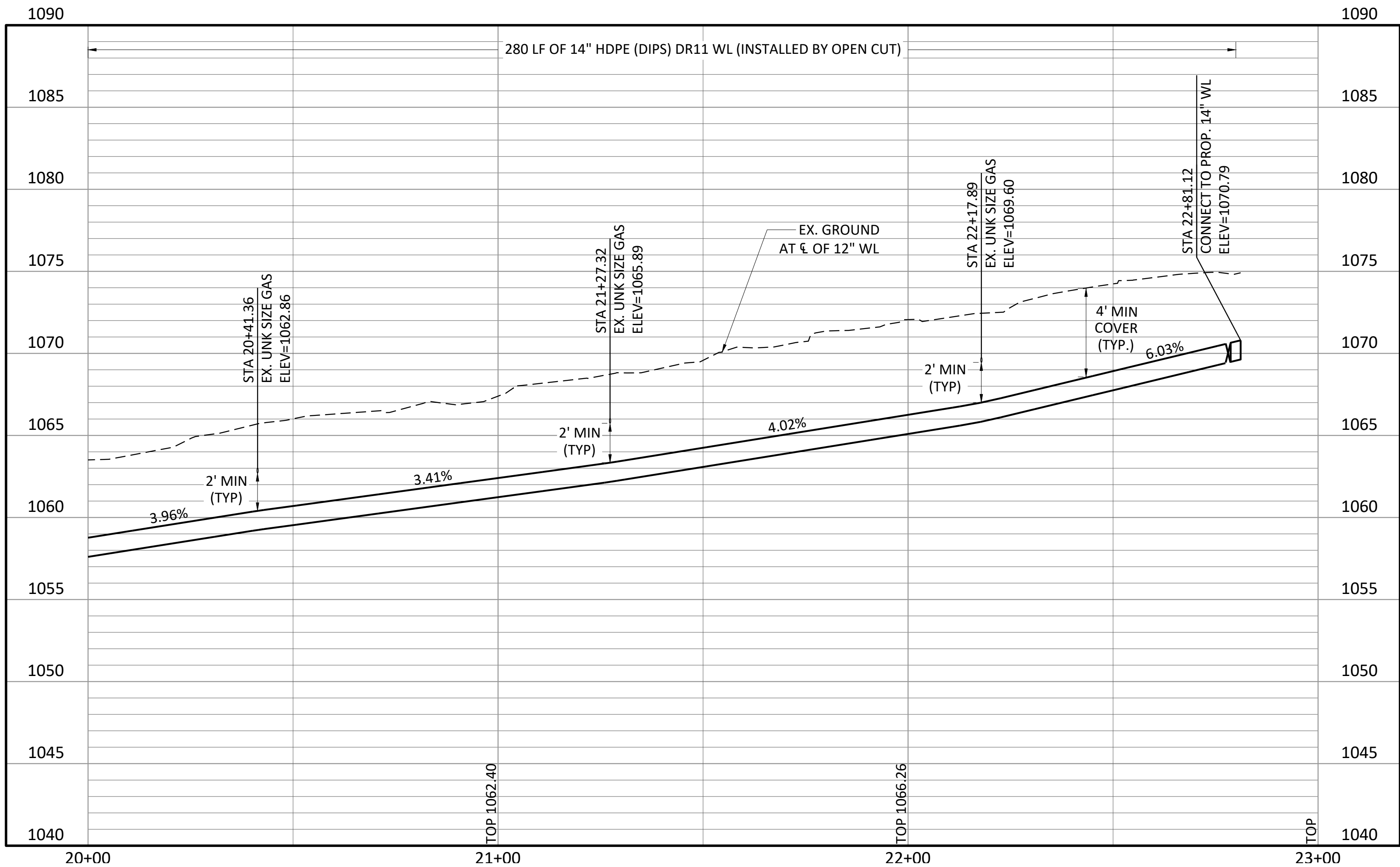
CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT
CIVIL
EDWARDS STREET 14 INCH WL PLAN AND PROFILE
BEGIN TO STA. 15+00

NO.	ISSUE	BY	DATE	FILE NAME
0	VERIFY SCALE			CV-WAT-PP-WTRL03-EDWARDS.dwg
1	Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.			

SEQ. 15 OF 29

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
MICHAEL SHAWNEE CHARLES FAUGHTENBERRY P.E.
OKLAHOMA NO. 28845
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FREESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.
Expiration Date: 06/30/2024

FREESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511



THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: [Signature] CIVIL ENGINEER, OKLAHOMA NO. 28845
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FREENE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FREENE & NICHOLS
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Tulsa, Oklahoma 74135
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Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET WATERLINE REPLACEMENT
CIVIL

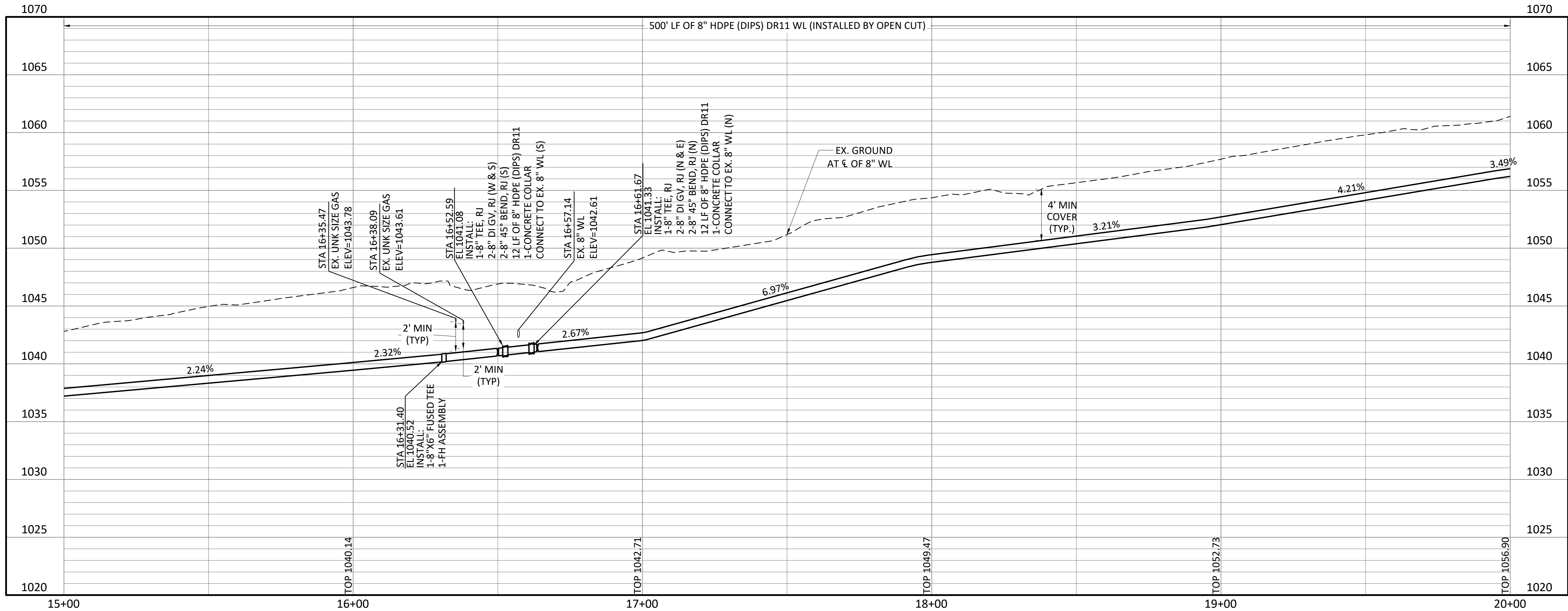
EDWARDS STREET 14 INCH WL PLAN AND PROFILE
STA. 20+00 TO END

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVISD	CHECKED	FILE NAME
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VERIFY SCALE 1" = 10' (Horizontal)
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Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

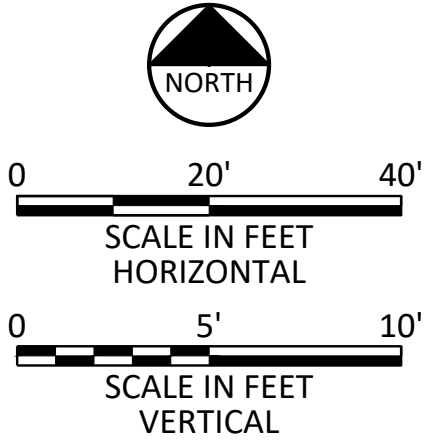
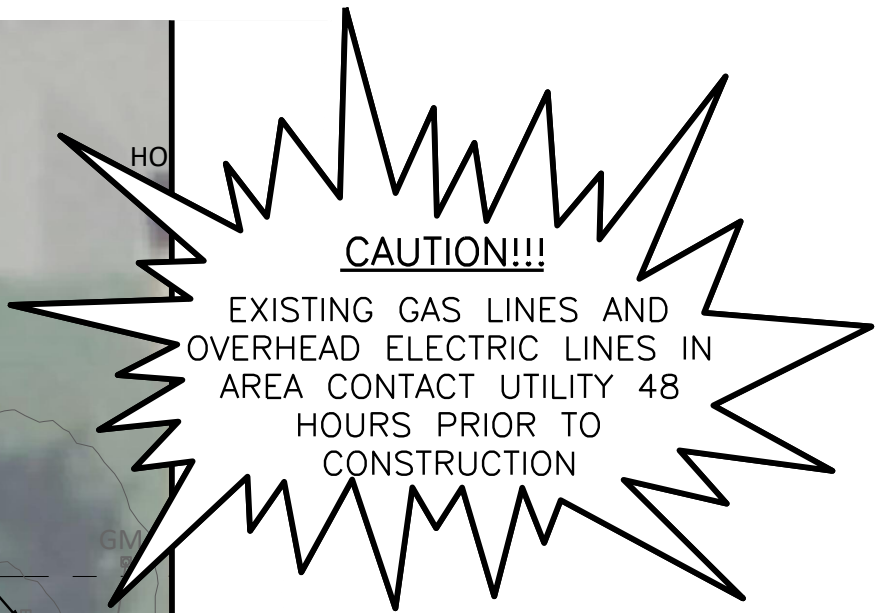
C-9

SEQ. 17 OF 29



MATCH LINE STA 15+00

MATCH LINE STA 20+00



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 ON GN-02.
- REPAIR AND REPLACE ANY EXISTING CULVERTS DAMAGED DURING CONSTRUCTION TO NEW CONDITION AND EXISTING GRADE.
- THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
- SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: SHAWN CHARLES FAUGHTENBERRY P.E. OKLAHOMA NO. 28805 DATE: 12/5/2023

FREES & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVIS	CHECKED	FILE NAME
				SWN23322	9/5/23	JCF	MMM		WCH	CV-WAT-PP-WTRL04-FAY.dwg

SHEET

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19 OF 29

E. FAY STREET 8 INCH WL PLAN AND PROFILE
STA. 15+00 TO STA. 20+00

CIVIL

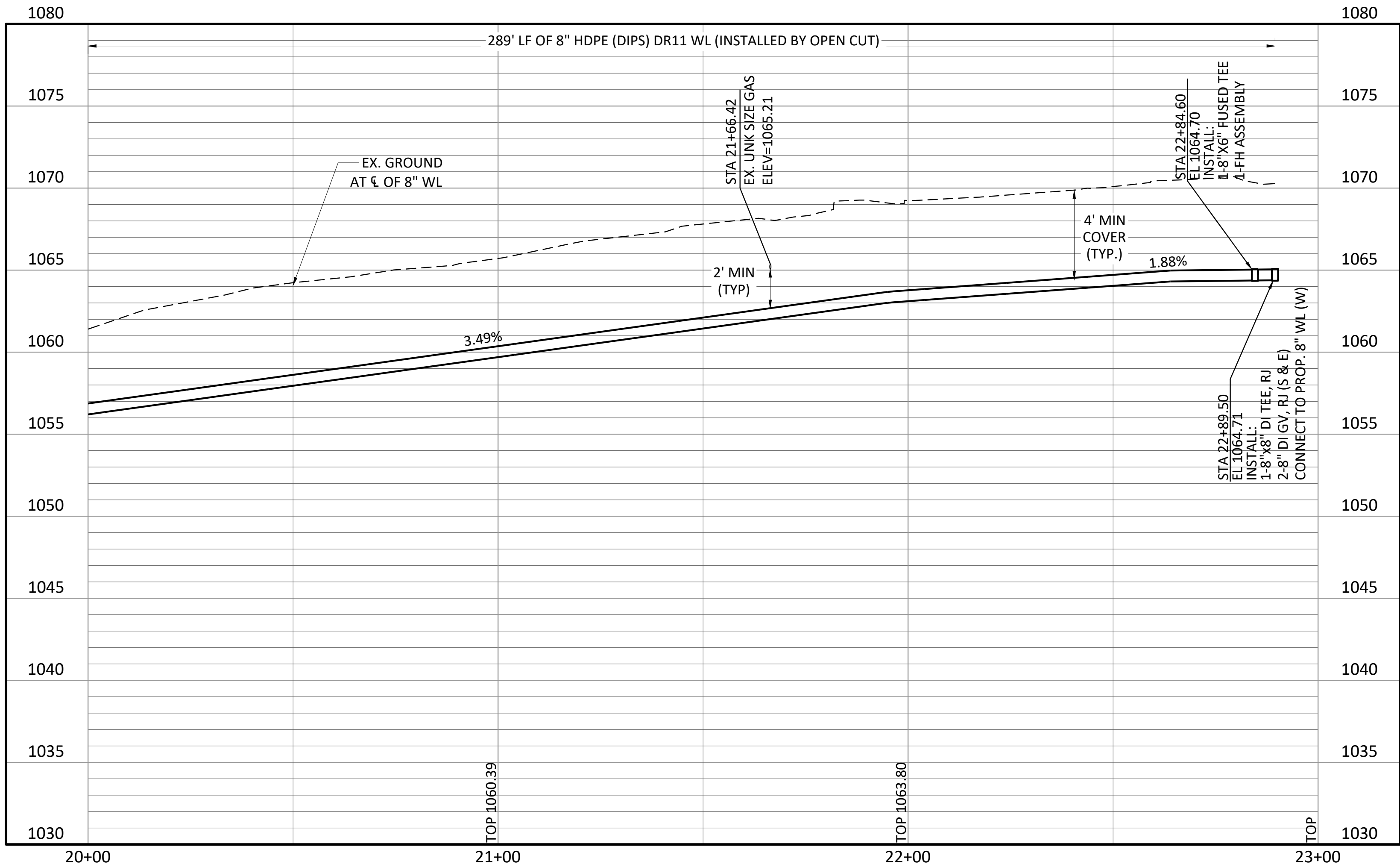
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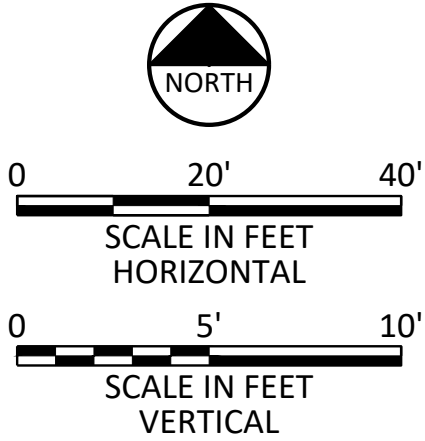
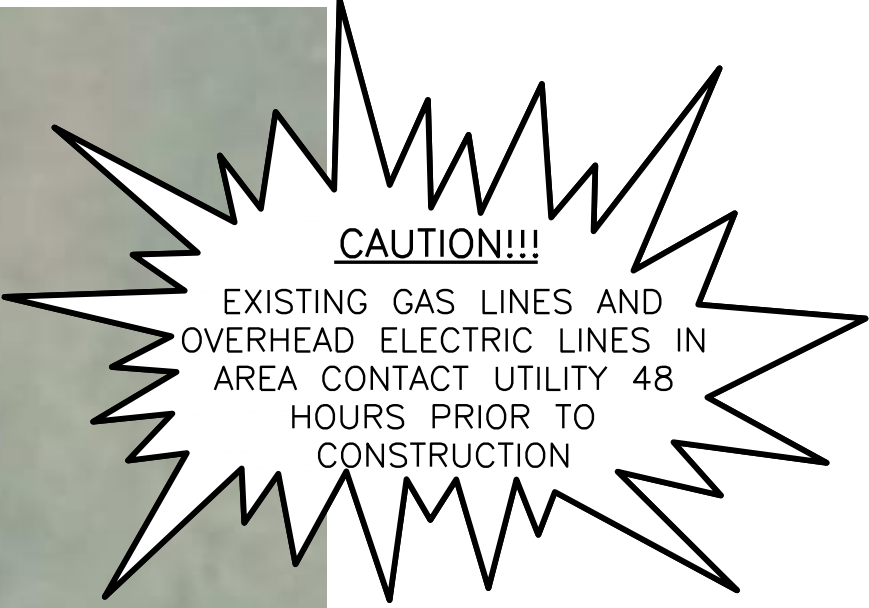
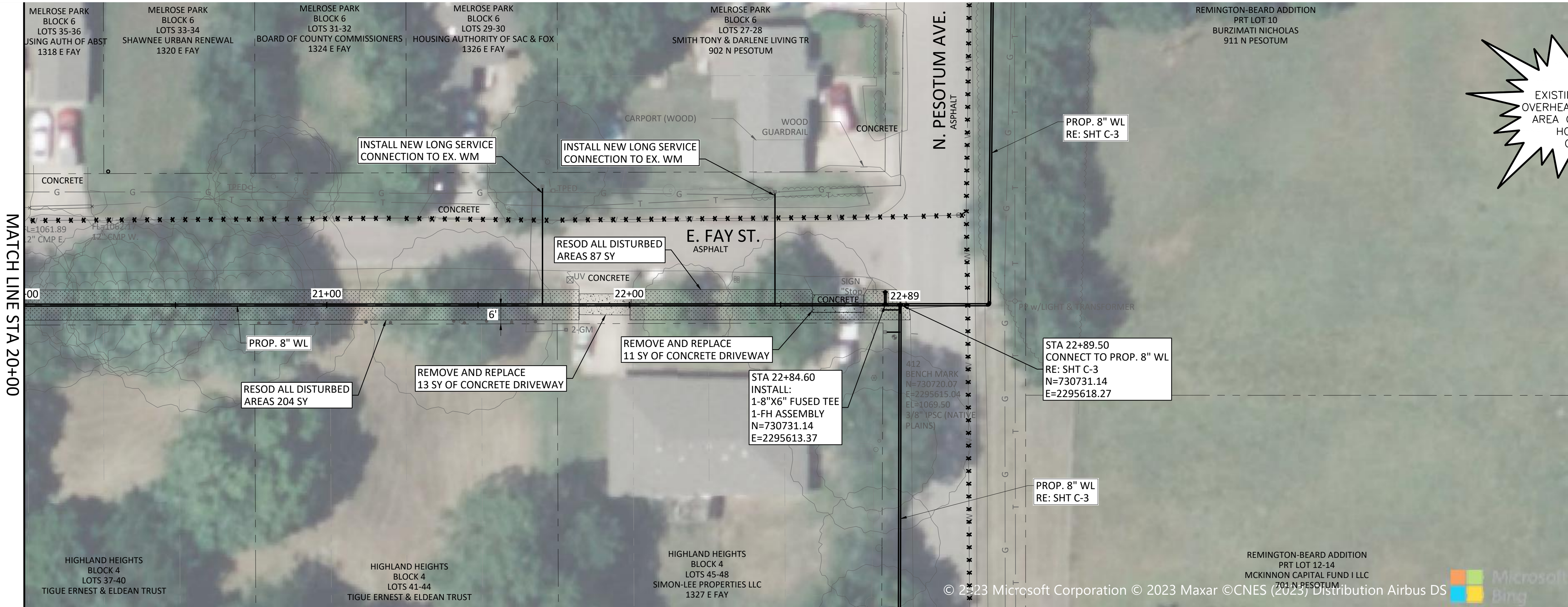
100% IFB PLANS

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NOTES:

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- THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
- SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: **KEVIN CHARLES FAUGHTENBERRY P.E.** OKLAHOMA NO. 28805 DATE: 12/5/2023 THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FREESE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FREES & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**

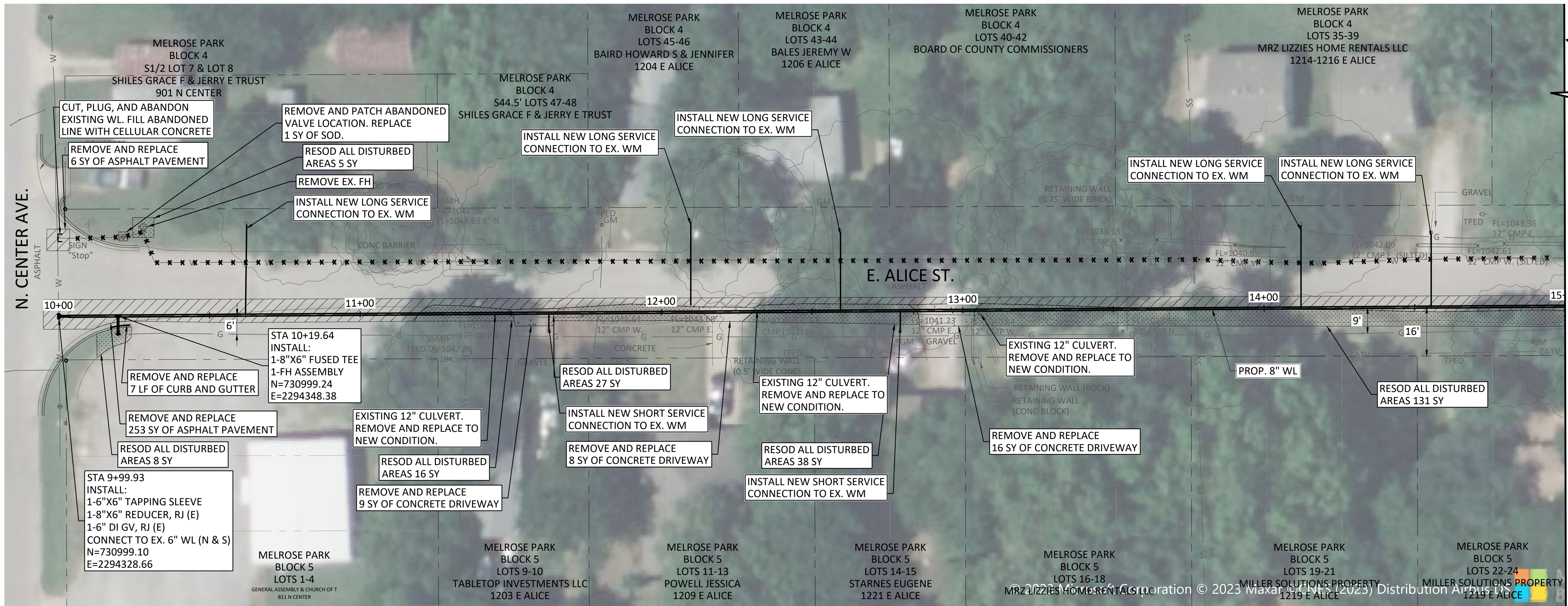
CIVIL
**E. FAY STREET 8 INCH WL PLAN AND PROFILE
STA. 20+00 TO END**

F&N JOB NO. SWN23322
DATE 9/5/23
DESIGNED JCF
DRAWN MMM
REVISED
CHECKED WCH
FILE NAME CV-WAT-PP-WTRL04-FAY.dwg

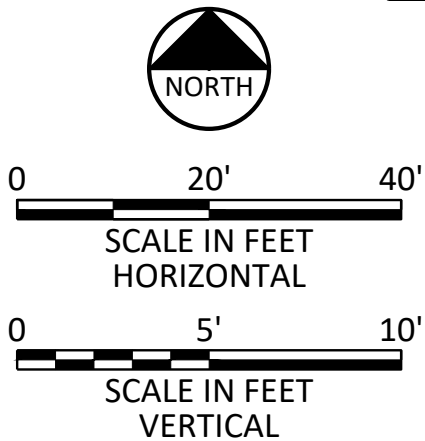
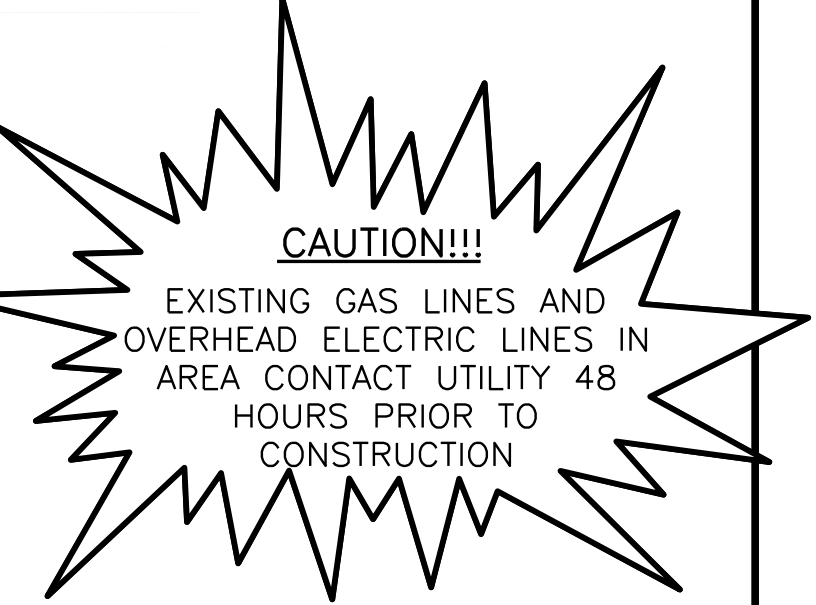
NO. ISSUE
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SEQ. 20 OF 29

VERIFY 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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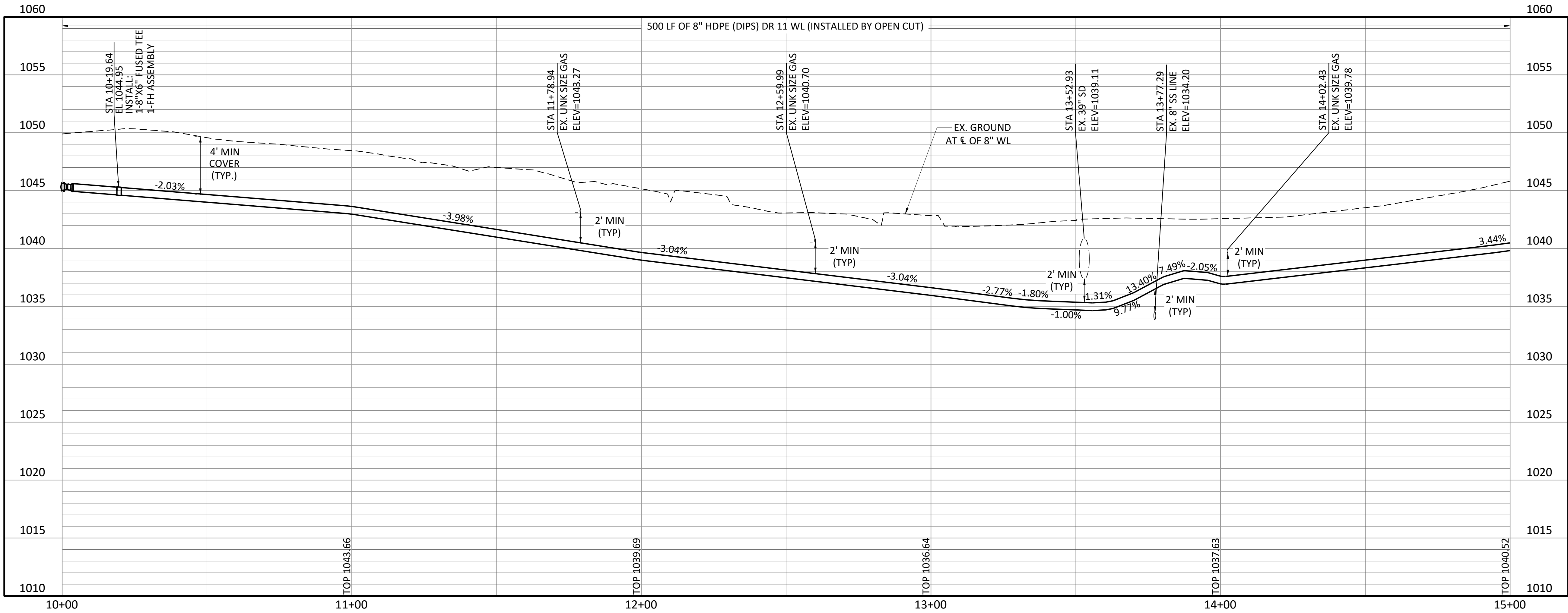


MATCH LINE STA 15+00



NOTES:

1. 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.
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5. THE SWALE FLOWLINE AND BANK SLOPES SHALL BE RESTORED TO EXISTING GRADES.
6. SUPPORT AND PROTECT ALL POWER POLES IN CONSTRUCTION AREA AS REQUIRED BY UTILITY OWNER UNLESS OTHERWISE NOTED.



100% IFB PLANS

THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: **DAVID HAN CHARLES FAUGHTENBERRY P.E.**
OKLAHOMA NO.: 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF FREESE AND NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FREESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY

ALICE, FAY, EDWARDS, & PESOTUM STREET

WATERLINE REPLACEMENT

CIVIL

E. ALICE STREET 8 INCH WL PLAN AND PROFILE

BEGIN TO STA. 15+00

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVISD	CHECKED	FILE NAME
				SWN23322	9/5/23	JCF	MMM		WCH	CV-WAT-PP-WTRL05-Alice.dwg

VERIF SCALE

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

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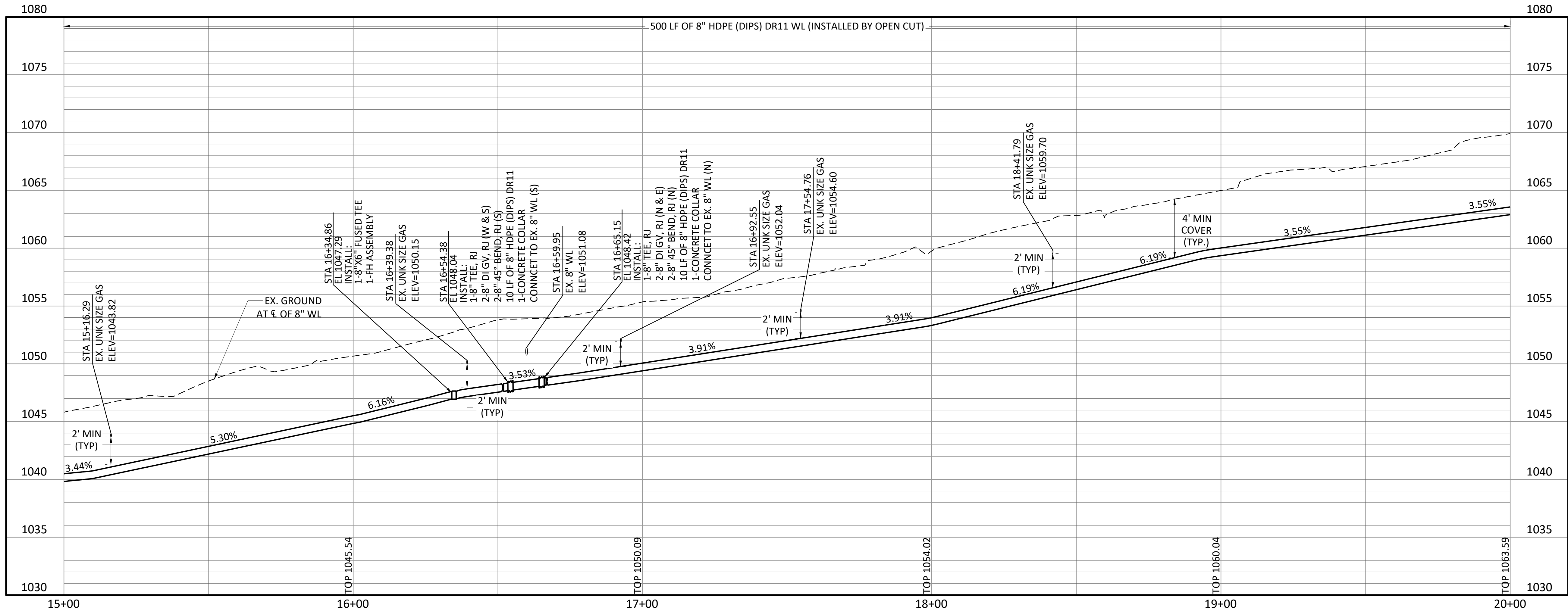
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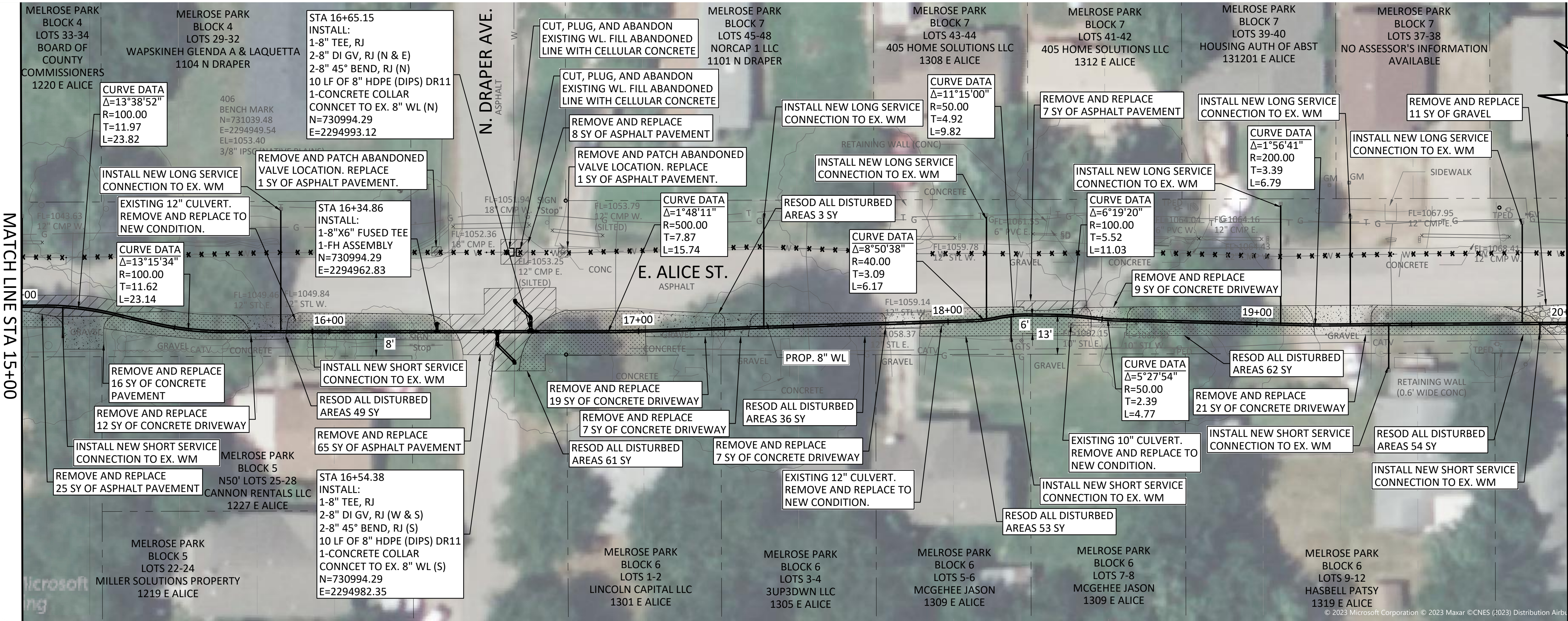
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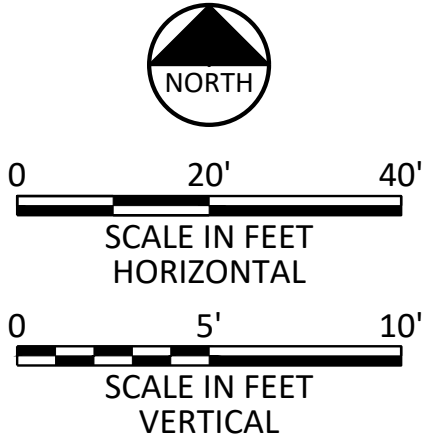
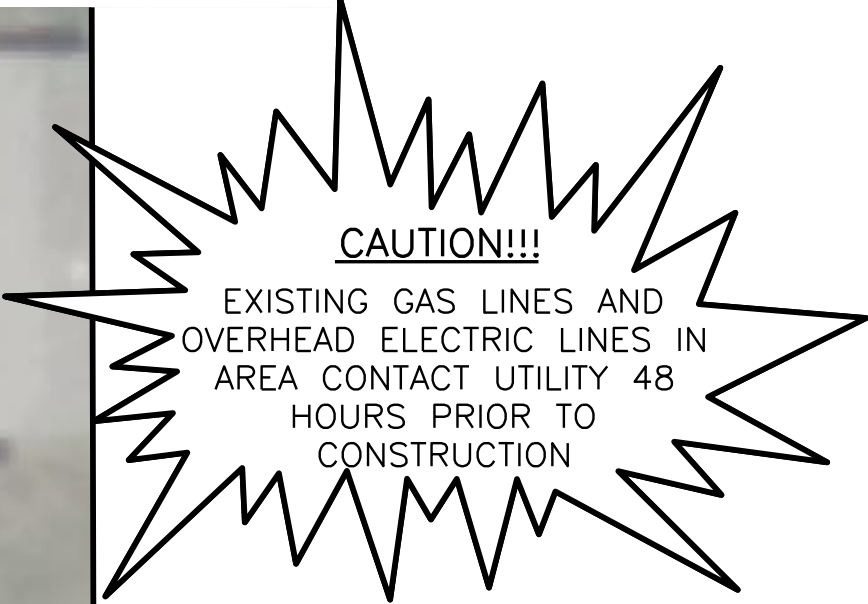


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MATCH LINE STA 20+00

MATCH LINE STA 15+00



NOTES:

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THIS DOCUMENT WAS ORIGINALLY SIGNED, SEALED AND DATED BY: F. J. NICHOLS, P.E. CIVIL ENGINEER OKLAHOMA NO. 28805 DATE: 12/5/2023 THE SEALED, SIGNED AND DATED DOCUMENTS ARE MAINTAINED IN THE OFFICE OF F. J. NICHOLS AND MAY BE REVIEWED UPON REQUEST.

F. J. NICHOLS

5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

ALICE, FAY, EDWARDS, & PESOTUM STREET

WATERLINE REPLACEMENT

CIVIL

E. ALICE STREET 8 INCH WL PLAN AND PROFILE

STA. 15+00 TO STA. 20+00

NO.

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BY

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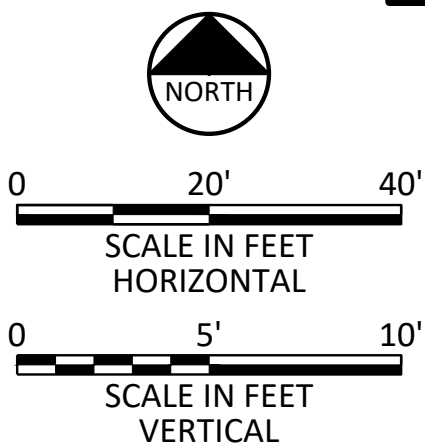
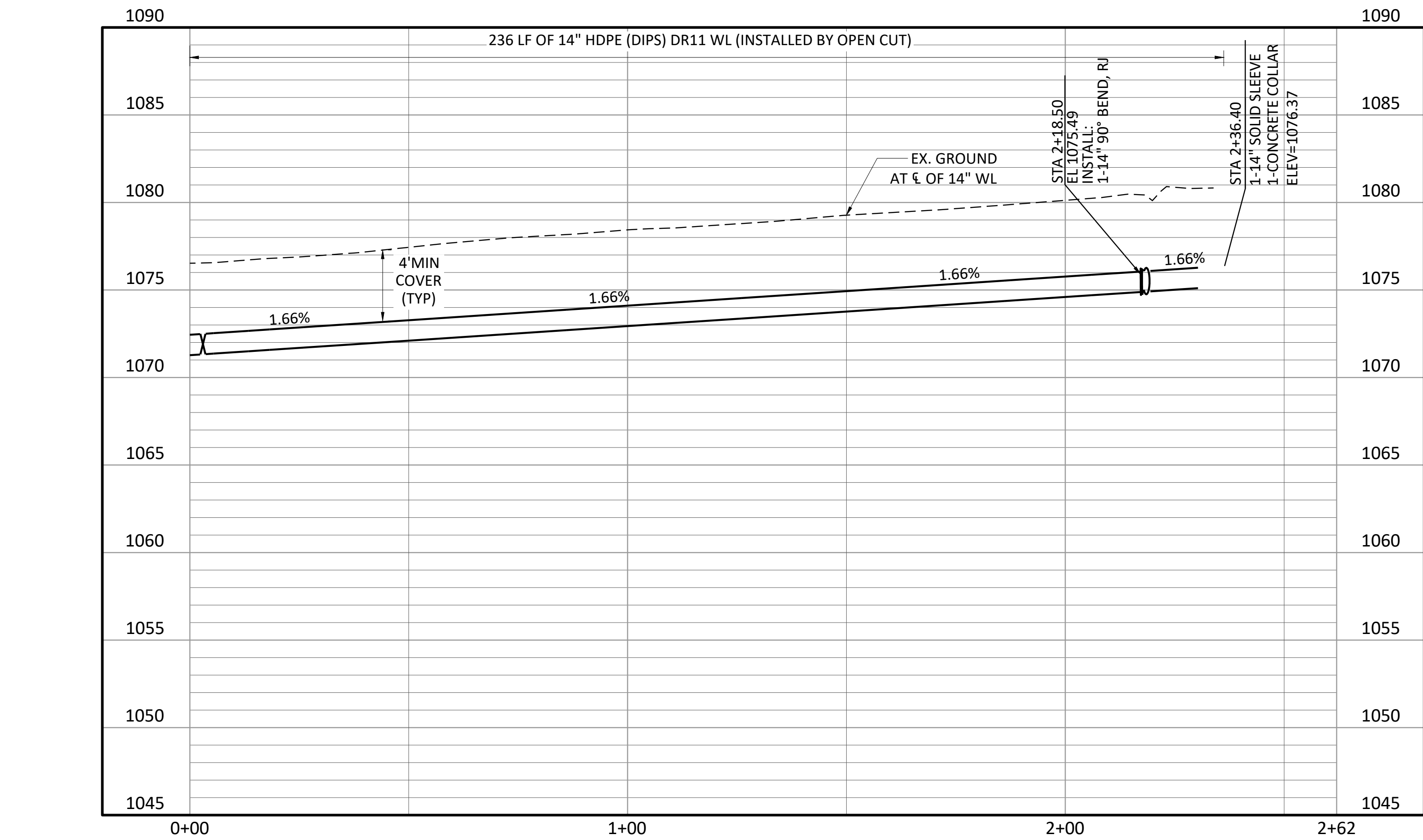
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100% IFB PLANS

956

1201 of 1231



1. 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.
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**FREESE
& NICHOLS**
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Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

GENERAL

BEGIN TO END

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NO.	ISSUE	BY	DATE	F&N JOB NO.
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Bar is one inch on original drawing. If not one inch on				
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SEQ. 24 OF 29

100% IFB PLANS

1. ALL FIRE HYDRANTS AND VALVE BOXES TO BE SET TO PROPOSED FINAL GRADE WITH STEAMER NOZZLE 24" ABOVE GROUND LEVEL.
2. 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.



**FREESE
2 NICHOLS**
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
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Web - www.freease.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT

GENERAL

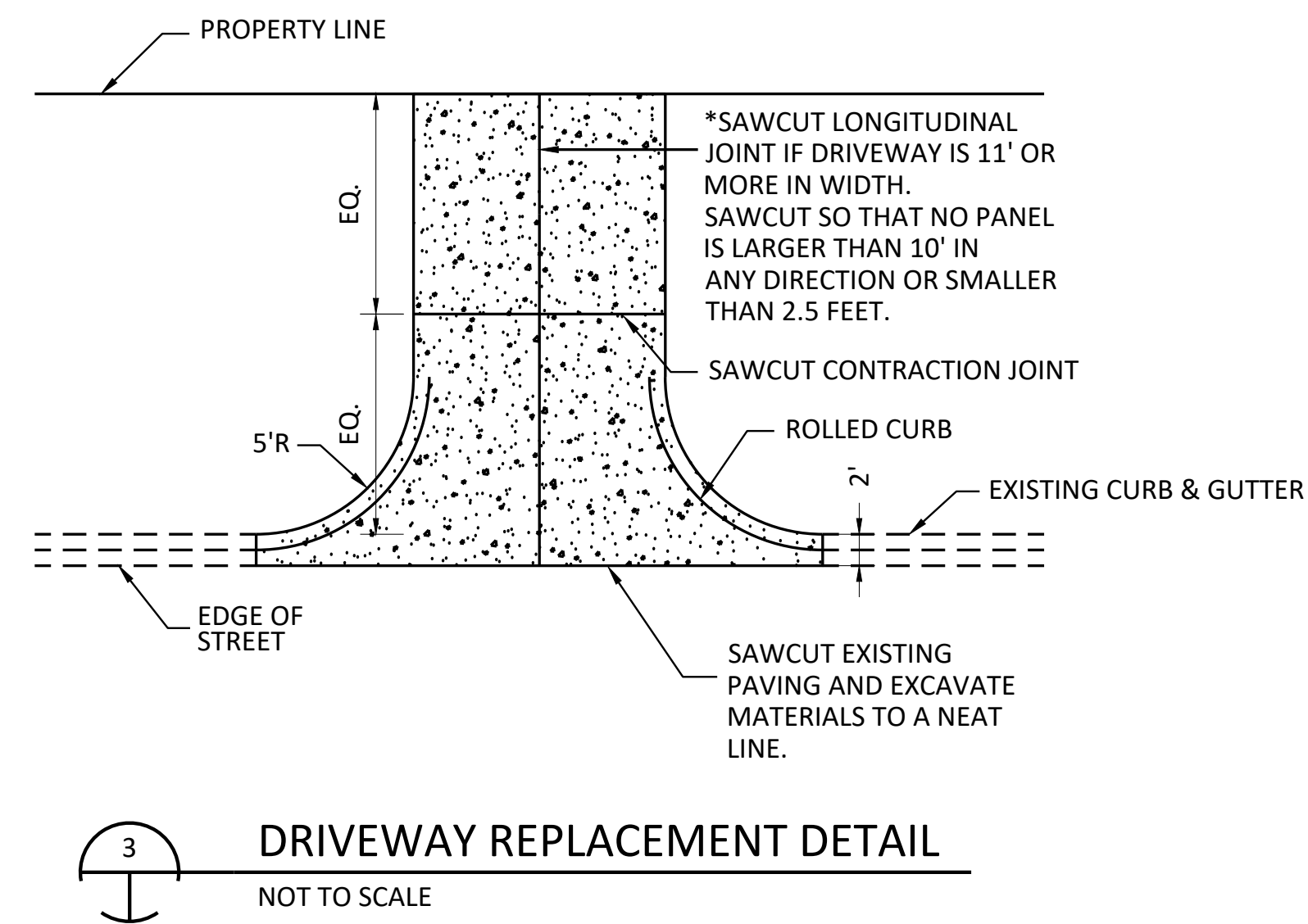
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			DATE	8/29/23
			DESIGNED	JDH
			DRAWN	JMT
			REVISED	
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SEQ. 25 OF 29

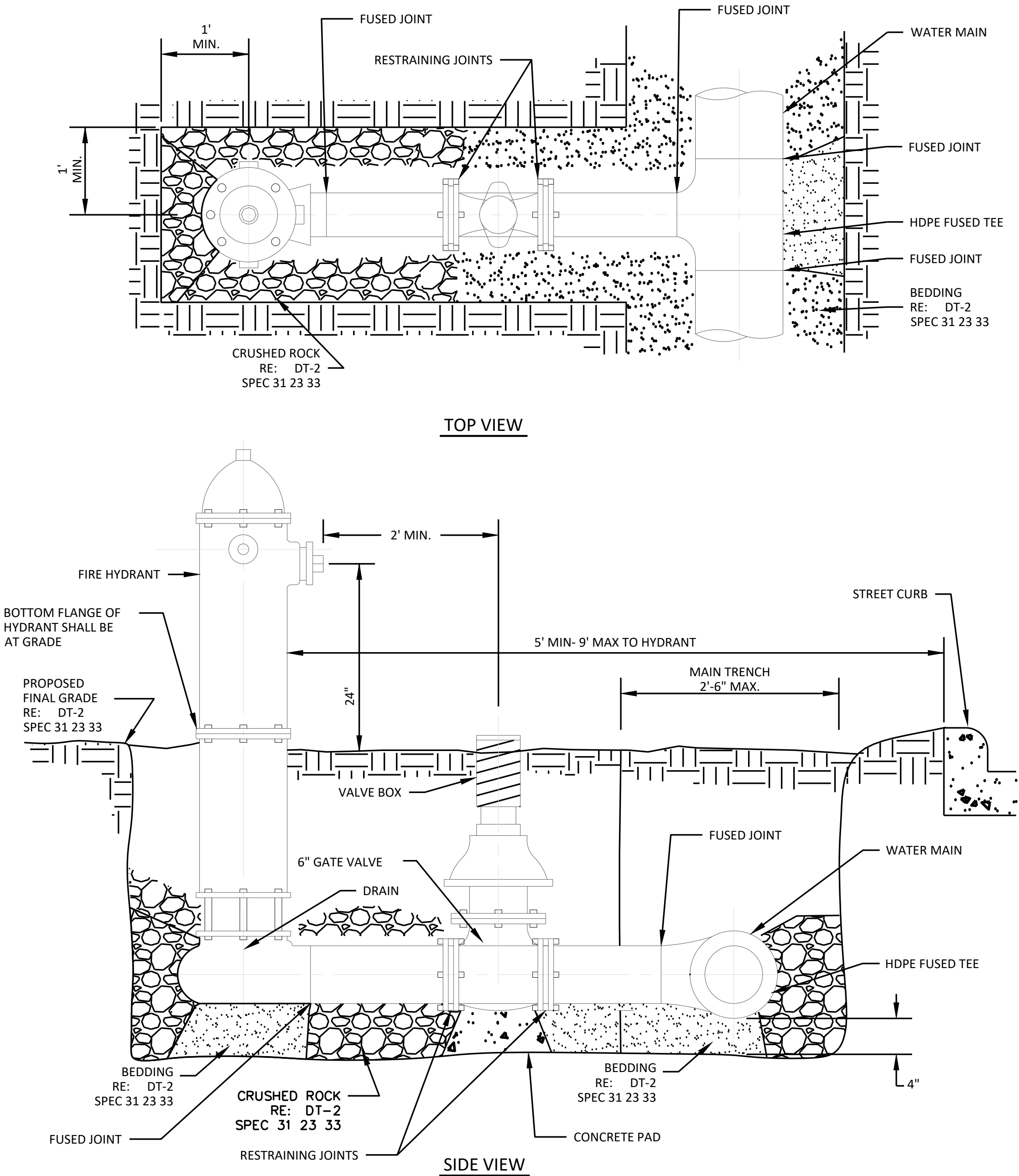
100% IFB PLANS



-
- SIDE VIEW**
- CARRIER PIPE
- MAX. 1-1/2" GAP BETWEEN SPACER AND CARRYING PIPE OR TUNNEL LINER PLATE.
- INSULATING PIPELINE SPACER W/304 STAINLESS STEEL BANDS SPACING & MINIMUM LOAD CAPACITY RATED FOR 4,500 LBS/FOOT OF PIPE
- GROUT BACKFILL
- END VIEW**

- 5 TYPICAL INSTALLATION IN CASING PIPE
NOT TO SCALE

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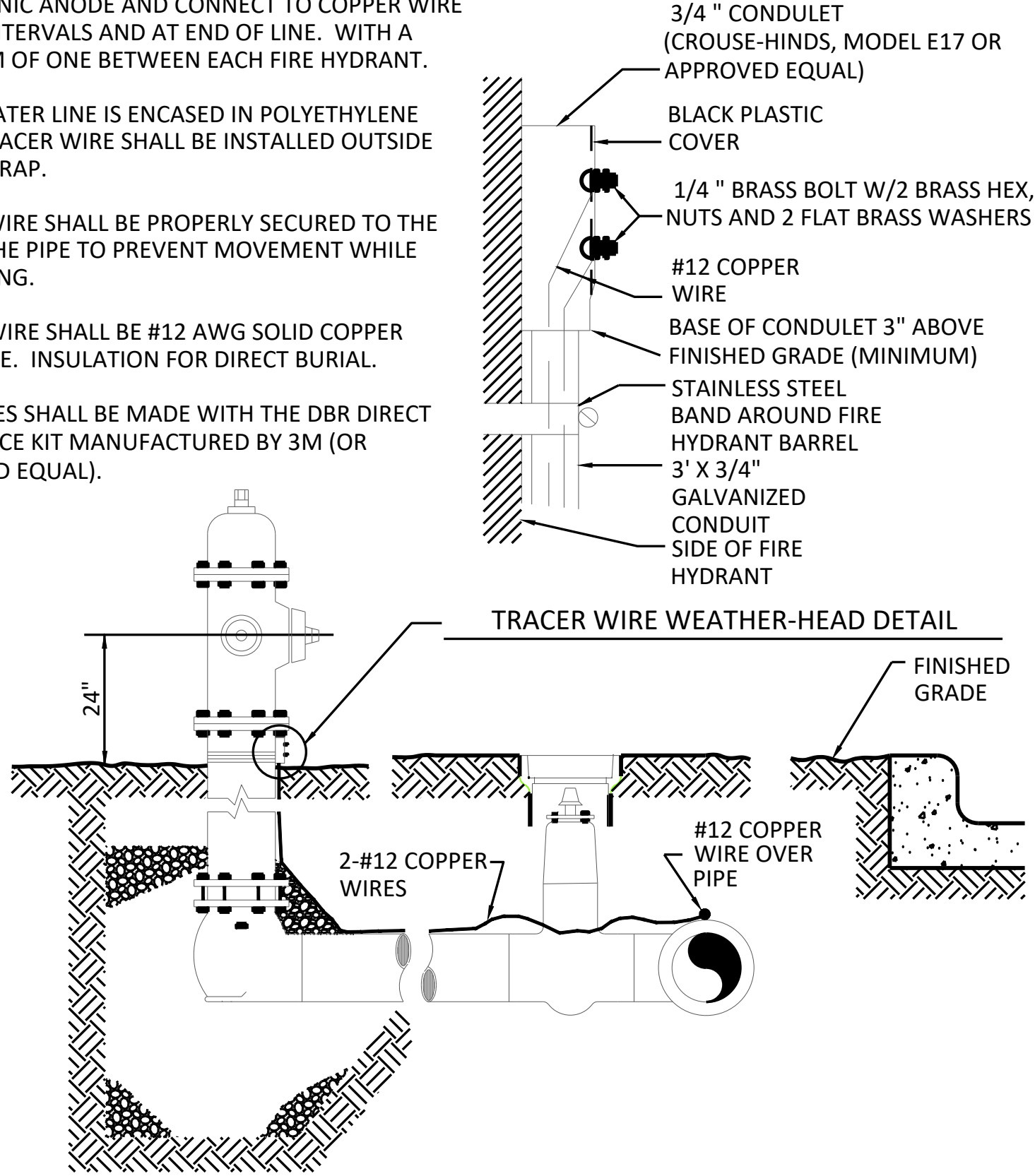


5
NOT TO SCALE

INSTALLATION OF FIRE HYDRANT ON NEW MAIN

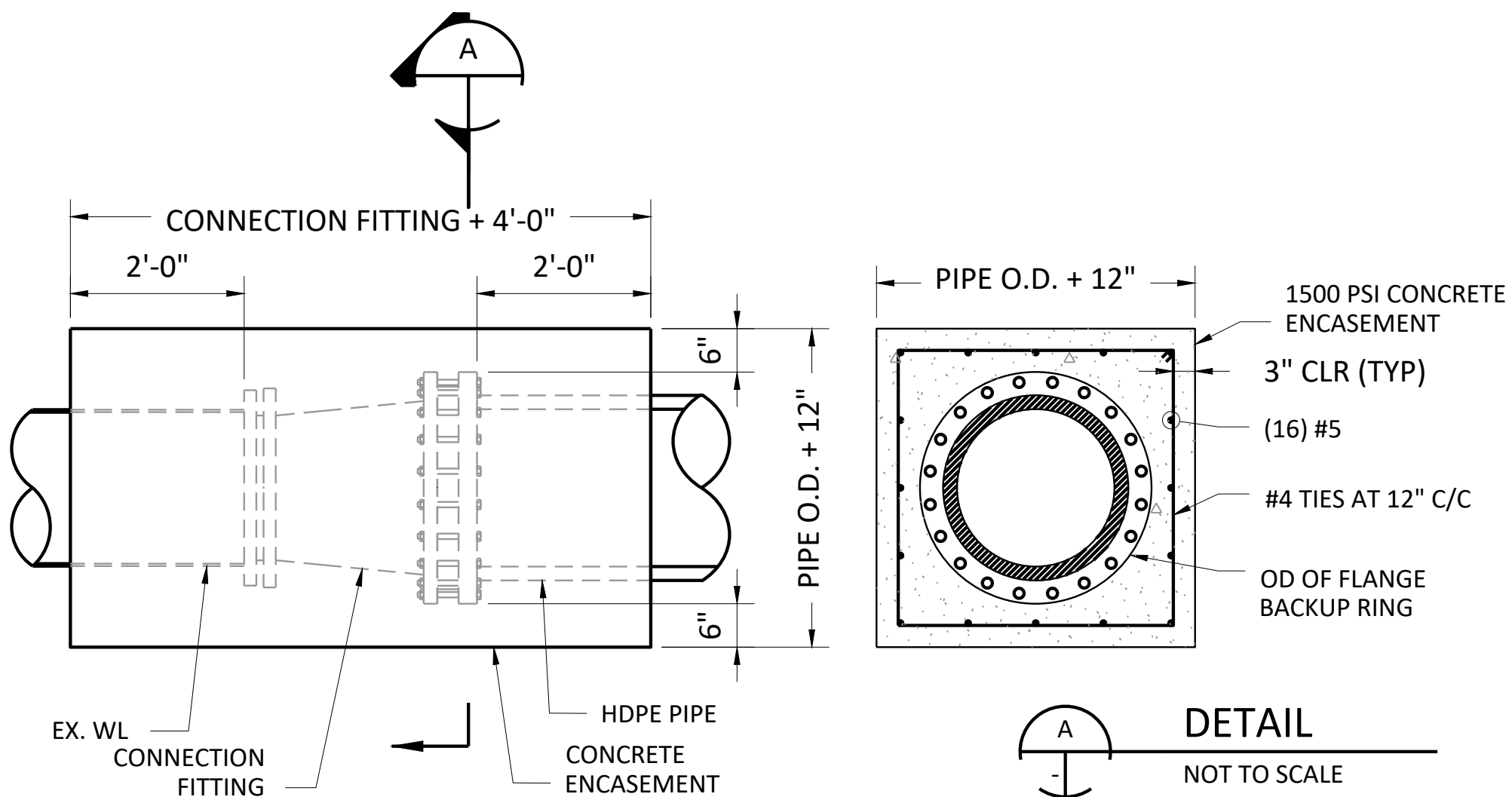
NOTES:

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

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
CHARLES FAUGHTENBERRY P.E.
OKLAHOMA NO. 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FRIESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

**FRIESE
& NICHOLS**
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.friese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**

GENERAL

CONSTRUCTION DETAIL III

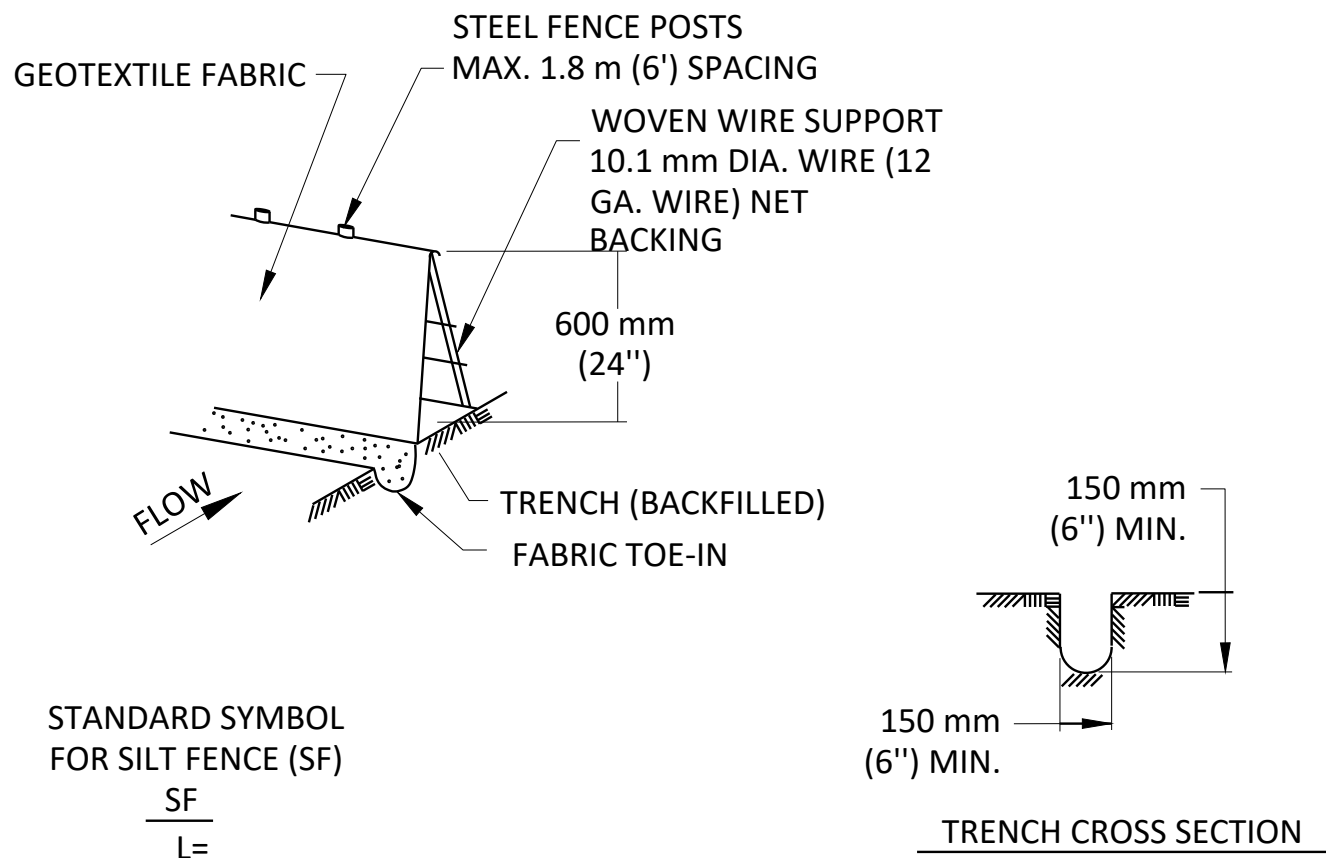
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DT-03

SEQ. 27 OF 29

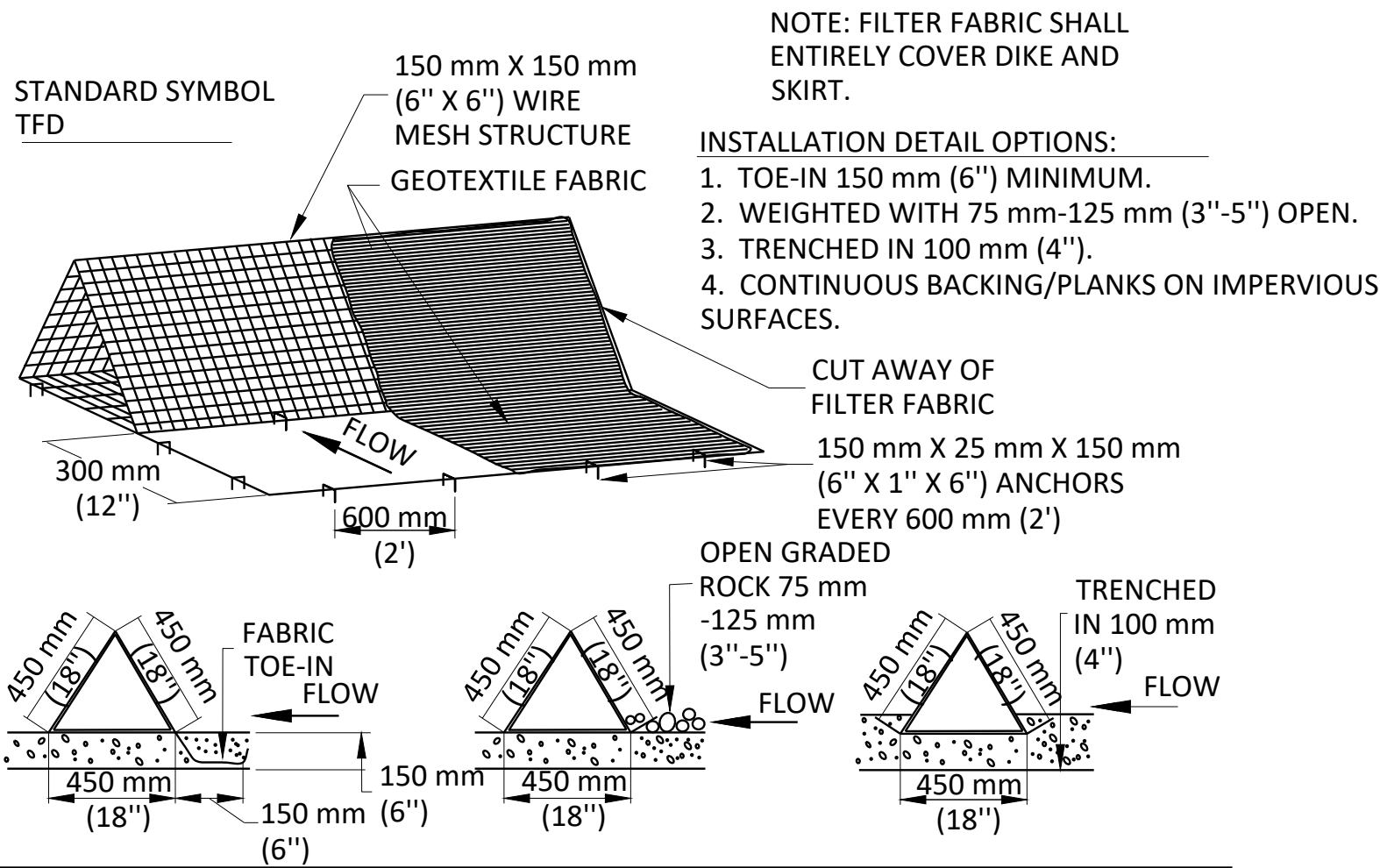
100% IFB PLANS

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NOTES:

- 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").
- 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 (E.G. PAVEMENT), THE FABRIC FLAP SHALL BE WEIGHTED DOWN WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
- 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.
- 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.
- INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
- 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.



NOTES:

- DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
- 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.
- THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125 mm (3-5 inch) OPEN GRADED ROCK OR TOED-IN 150 mm (6 inch) WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100 mm (4 inch).
- DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150 mm (6 inch) WIRE STAPLES ON 600 mm (2 feet) CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 10M (3/8 inch) DIAMETER RE-BAR WITH TEE ENDS.
- FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150 mm (6 inch) TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
- THE DIKE STRUCTURE SHALL BE MW40-150 mmX150 mm (6 GA. 6 inchX6 inch) WIRE MESH, 450 mm (18 inch) ON A SIDE.
- INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 inch) AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
- AFTER THE DEVELOPMENT SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN NOTE 8 ABOVE.



THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
JAMES H. NICHOLS, P.E.
OKLAHOMA NO. 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FRIESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

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Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**

GENERAL

CONSTRUCTION DETAIL IV

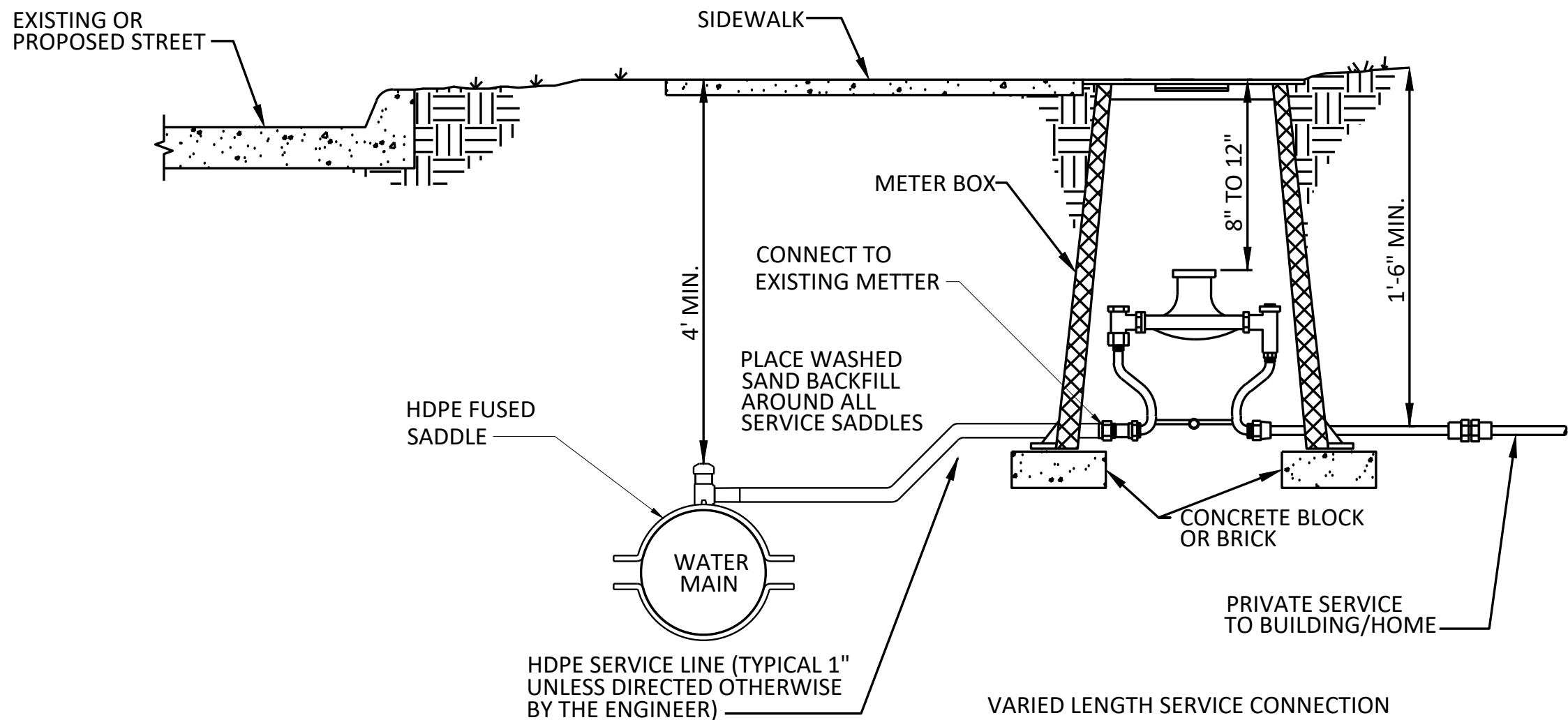
NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	REVISD	CHECKED	FILE NAME
				SWN23322	8/29/23	JDH	JMT		WCH	GN-ALL-GN-DT.dwg
SHEET										
DT-04										
SEQ. 28 OF 29										

100% IFB PLANS

ACAD Ref: 24.2s (LMS Tech)
Filename: N:\WTU\Drawings\GN-ALL-GN-DT.dwg
Last Saved: 10/25/2023 4:43 PM Saved By: 08259

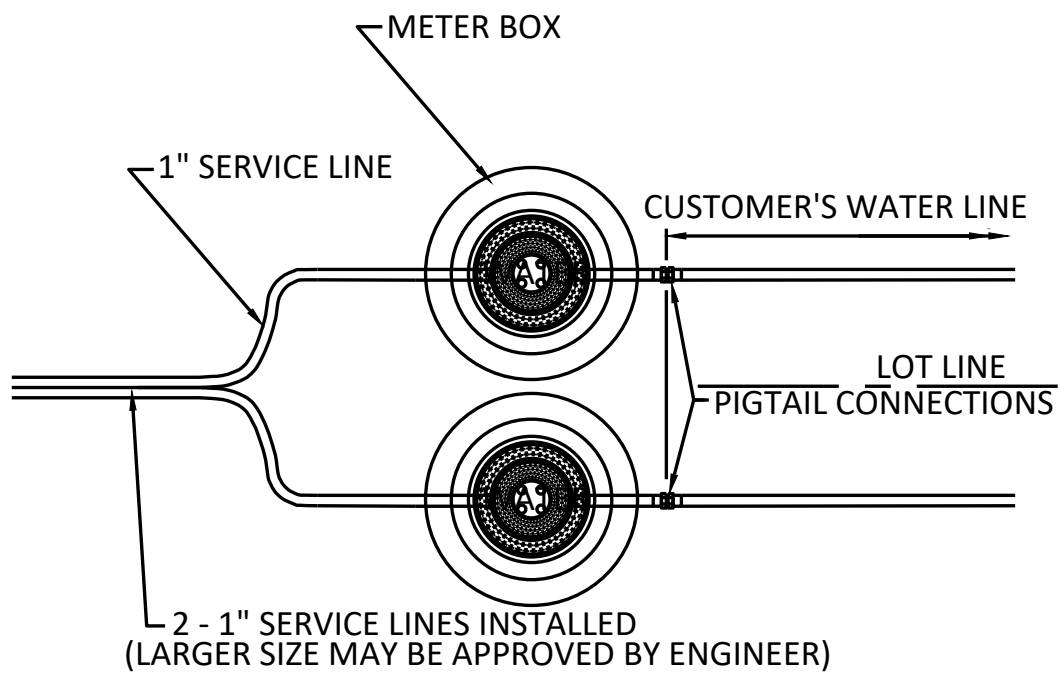
Plot Date: 4/17/2024 2:19 PM Plot By: 08489 Filename: N:\WTU\Drawings\GN-ALL-GN-DT.dwg

LOCAL OR COLLECTOR STREET
WATER SERVICE LINE INSTALLATION



1 SERVICE DETAIL
NOT TO SCALE

NOTE:
TYPICAL INSTALLATION SINGLE FAMILY
RESIDENTIAL WATER SERVICE (SIZES
FROM 1" TO 2")



2 PLAN VIEW OF SIDE BY SIDE
WATER METER INSTALLATION
NOT TO SCALE

NOTE:
THIS STANDARD INDICATES THE DESIRED GEOMETRIC CONFIGURATION
REFERENCED TO STREET PAVINGS AND PROPERTY LINES. THE 2-1"
SERVICE LINES SHOWN IN THE UNDER STREET CROSSING IS
RECOMMENDED BY THE CITY. PRIOR TO INSTALLATION BY CONTRACTOR,
ACTUAL SIZE SHALL BE DETERMINED BY THE ENGINEER.

THIS DOCUMENT WAS ORIGINALLY
SIGNED, SEALED AND DATED BY:
OKLAHOMA NO. 28805
DATE: 12/5/2023
THE SEALED, SIGNED AND DATED DOCUMENTS
ARE MAINTAINED IN THE OFFICE OF FRIESE AND
NICHOLS AND MAY BE REVIEWED UPON REQUEST.

FRIESE & NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.friese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2024

CITY OF SHAWNEE/SHAWNEE MUNICIPAL AUTHORITY
**ALICE, FAY, EDWARDS, & PESOTUM STREET
WATERLINE REPLACEMENT**

GENERAL

CONSTRUCTION DETAIL V

DT-05	SHEET		Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.										VERIFY SCALE			
	0		1													
	29 OF 29															
	SEQ.															
	NO.		ISSUE		BY		DATE		F&N JOB NO.		DATE		DESIGNED		DRAWN	
									SWN23322		8/29/23		JDH		JMT	

100% IFB PLANS

SWN23322 - Water Line Replacement, Alice, Fay Edwards & Pesotum Street

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes	Certifications
Downey Contracting, L.L.C.	General Contractor	Gary Wyssmann	4054785277		gwyssmann@downeycontracting.com	Download Plans	
Freese and Nichols, Inc.	Engineer	Construction Services	214-217-2236		jsj@freese.com	Download Plans	
Downey Contracting	General Contractor	Ramon Dickens	4053349500		rdickens@downeycontracting.com	Download Plans	
Collier Construction	General Contractor	Collier Tracy	254-856-7485		colliertracy000@gmail.com	Download Plans	
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com	Download Plans	
ePlan	Plan Room	Amber Cox	5734477130	5733555404	eplan@eplanbidding.com	Download Plans	
AAA Treasure	Supplier	Gary Wade	7132227891		candy@aaa-pipe.com	Download Plans	WBE,MBE,DBE,HUB
Dodge Data & Analytics	Plan Room	Dodge Bidding	817-375-2953	800-768-5594	dodge.bidding@construction.com	Download Plans	
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com	Download Plans	
W. Brown Enterprises	General Contractor	Mark Rollins	4056202348	580-924-8226	mark.rollins@w-brown.com	Download Plans	
Utility Technology Services	Supplier	Logan Alvarez	(405) 546-9919		lalvarez@utssupply.com	Download Plans	
SKE Construction, LLC	General Contractor	Shelly Eberhart	281-585-4100	281-585-5707	shelly@ske1.net	Download Plans	MBE,WBE,SBE,HUB
FREESE AND NICHOLS	Engineer	Melissa Magill	8177357283		Melissa.Magill@freese.com	Download Plans	
RUTS Construction, LLC	General Contractor	Blake McKay	682-324-7887		blake@rutsconstruction.com	Download Plans	
ES Consulting	Other	Elizabeth Strycker	9196915894		liz@constructionbidsources.com	Download Plans	
Timco Blasting & Coatings	General Contractor	Marsha Fox	9182984080	9183679466	mfox@truefireproofing.com	Download Plans	
Veterans Tapping Services	SubContractor	Cesar Cabrera	346-216-6737		cesar@veteranstapping.com	Download Plans,Interested	SBE,VOSB
WMC	General Contractor	Rusty Robinson	14696677215		rrobinson@wmc-i.com	Download Plans	
Orr Construction, Inc.	General Contractor	Tina Mathis	9183774362		tina@orrconstructionok.com	Download Plans	
Circle B Underground, LLC	General Contractor	Darin Dean	918-367-8881	918-367-8882	ddean@cbuok.com	Download Plans	
Texas Fluid Power	Other	David Jett	2813540500		david@texasfluidpower.com	Download Plans	HUB,MBE
R&L Construction, LLC	SubContractor	Travis Sousa	9189149919		travis@rlconstructionllc.com	Download Plans,Interested	
Longhorn Burnt Orange Oil Supply	Manufacturer	Jimbo Jenkins	6028884652		arthurfamily2636@gmail.com	Download Plans	
Tri-Star Utilities, Inc.	General Contractor	Ben Chism	6203317159	6203317455	indyunderground@outlook.com	Download Plans	
Horizontal Boring & Tunneling Company	SubContractor	Brent Moore	402-266-5347	402-266-5591	horizontalboring@hbtrenchless.com	Download Plans	
L & M Aerial and Underground LLC	General Contractor	Justin Johnson	9727655050		Justin@landm-utility.com	Download Plans	
Fortiline	Supplier	Endi Sztamenits	817-366-3340	817-478-6140	endi.sztamenits@fortiline.com	Download Plans	
RAB	SubContractor	Morgan Bell	(920) 922.3592		mbell.ringabell@gmail.com	Download Plans	
Davenport Construction	General Contractor	Greg Davenport	4057603922		davcon@cox.net	Download Plans	
North America Procurement Council Inc., PBC	Other	Eric Johnson	302-450-1923	302-450-1925	sourcecemanagement@napc.me	Download Plans	
Mersino Bypass & Dewatering Pumping Services	SubContractor	Claudia Bolivar	346-522-9399		claudia.bolivar@mersino.com	Download Plans	
Pioneer Supply	Supplier	Tyler Belt	14057947705		tbelt@pioneersupplyok.com	Download Plans	



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

Date: June 17, 2024
To: City Commission
From: Courtney Conrad, Financial Accountant
Subject: June 2024 Sales and Use Tax Deposit

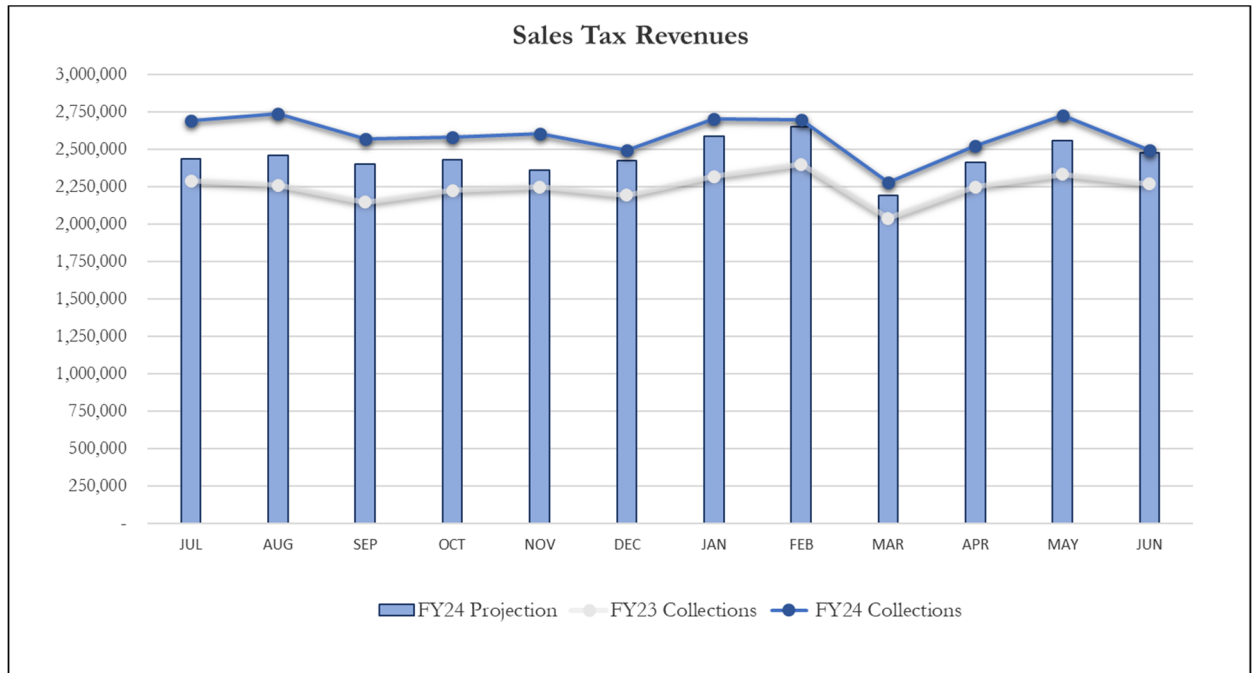
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 June consists of May estimates and April final reported collections. Any taxes collected for months prior to April will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The June sales tax deposit was \$2,491,630.24 including interest of \$4,055.67, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,245,815.12
2018 Capital Improvements Fund	311,453.78
Capital Improvements Fund	241,376.68
Street Improvements Fund	272,522.06
Economic Development Fund	31,145.38
Police Sales Tax Fund	38,931.72
Fire Sales Tax Fund	38,931.72
2023 Capital Improvements Fund	311,453.78
Total Sales Taxes Collected	<u><u>\$ 2,491,630.24</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,845,023.22 for June 2024. 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 \$1,721,138 or 5.86%, over the projected budget year-to-date, across 8 funds. Use tax collections are up \$620,926 or 16.47%, above the projected budget year-to-date.

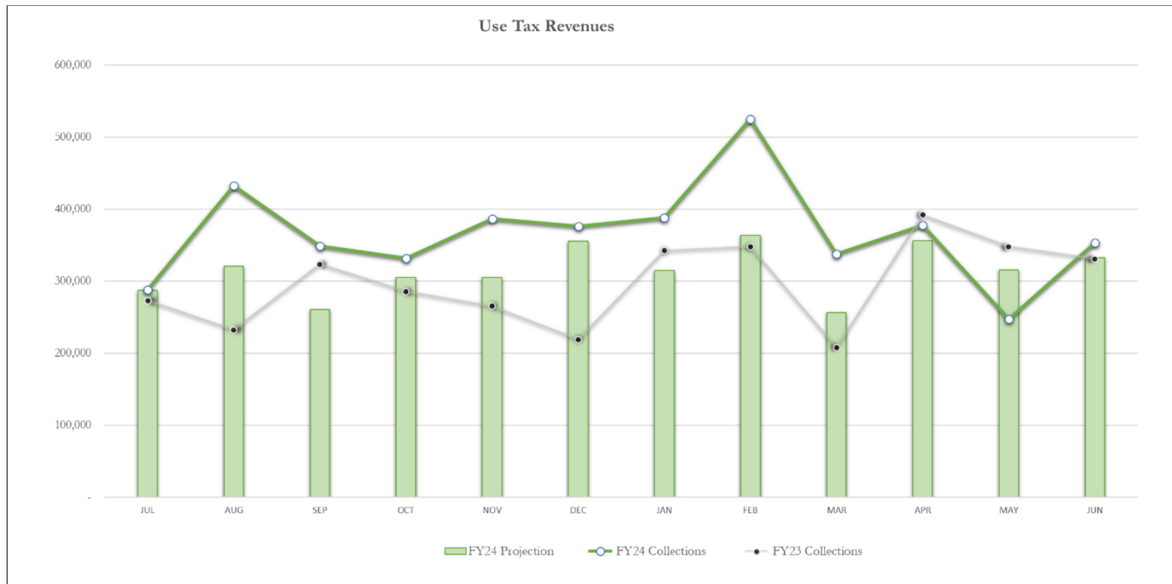
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - June 2024	\$ 2,478,724	\$ 2,491,630	\$ 12,906	0.52%	
Sales Tax Receipts (year-to-date):	\$ 29,380,903	\$ 31,102,042	\$ 1,721,138	5.86%	
					% Variance w/ Rate Normalization
	June 2023	June 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,268,767	\$ 2,491,630	\$ 222,864	9.82%	-3.90%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 26,960,442	\$ 31,102,042	\$ 4,141,599	15.36%	0.94%

* 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 (June 2024):	\$ 332,121	\$ 353,393	\$ 21,272	6.40%	
Use Tax Receipts (year-to-date):	\$ 3,770,180	\$ 4,391,106	\$ 620,926	16.47%	

	June 2023	June 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 330,763	\$ 353,393	\$ 22,630	6.84%	-6.51%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 3,565,177	\$ 4,391,106	\$ 825,929	23.17%	7.77%

* 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: \$ 858,811

Use Tax Above/(Below) Projections: \$ 620,926

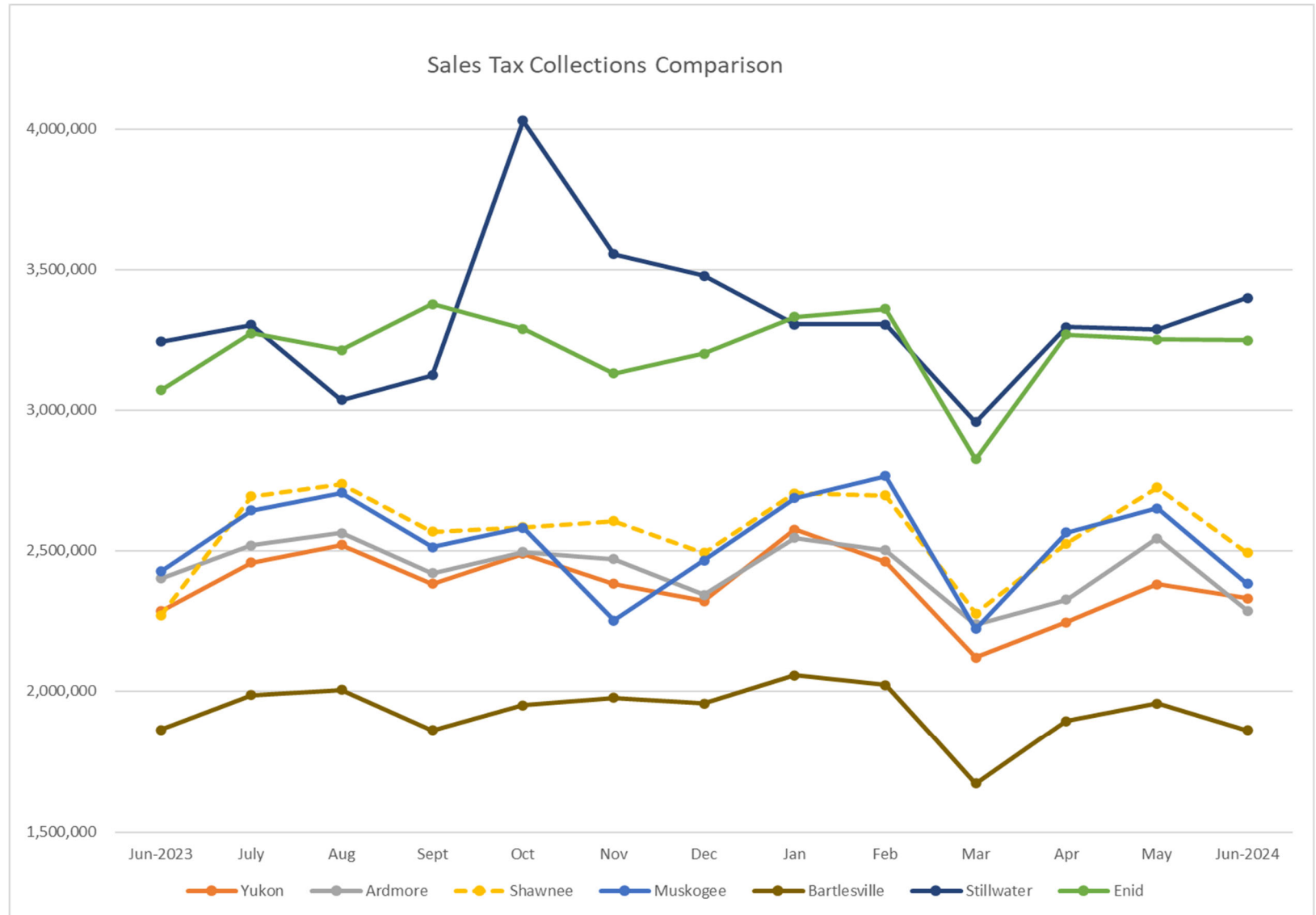
Appropriated:

IUPA Pay plan adj - 12/18/23 (58,700)

Rebate Agreement - 1/16/24 (47,000)

Total Appropriated \$ (105,700)

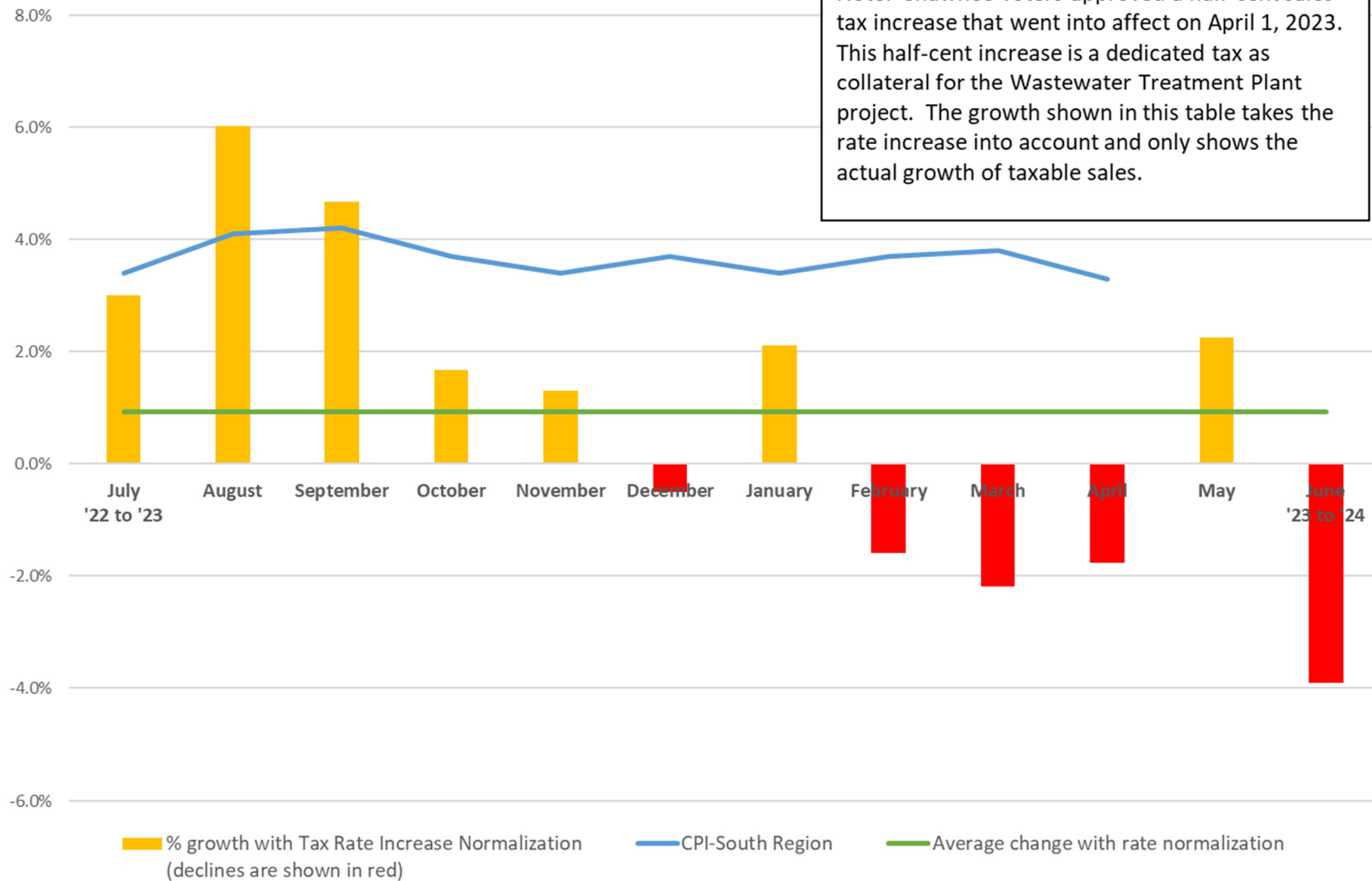
Total Unappropriated: \$ 1,374,037



	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Year over Year Sales Tax Growth by Month

Note: Shawnee voters approved a half-cent sales tax increase that went into affect on April 1, 2023. This half-cent increase is a dedicated tax as collateral for the Wastewater Treatment Plant project. The growth shown in this table takes the rate increase into account and only shows the actual growth of taxable sales.



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.

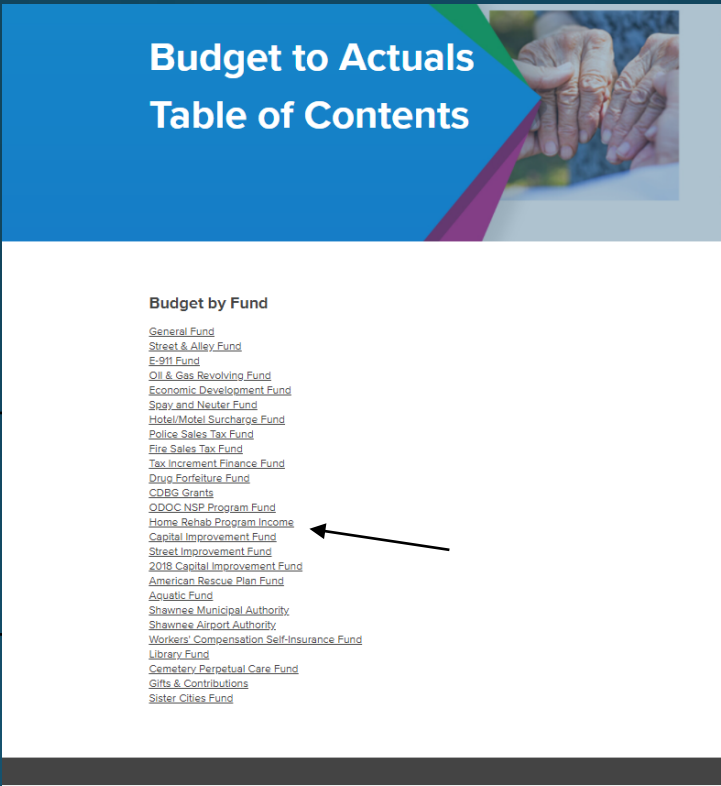
Please Note: *OpenGov works best with Google Chrome.*

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.

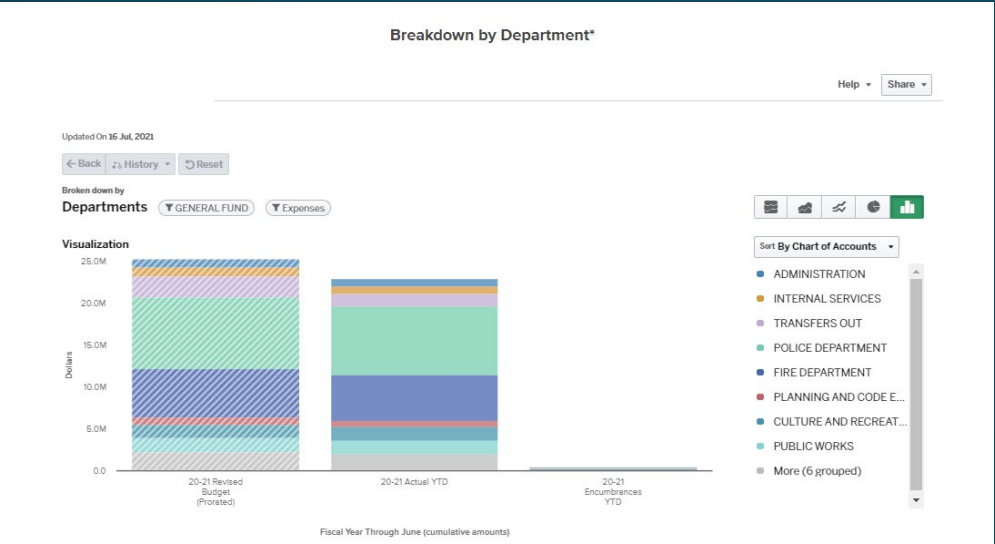


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

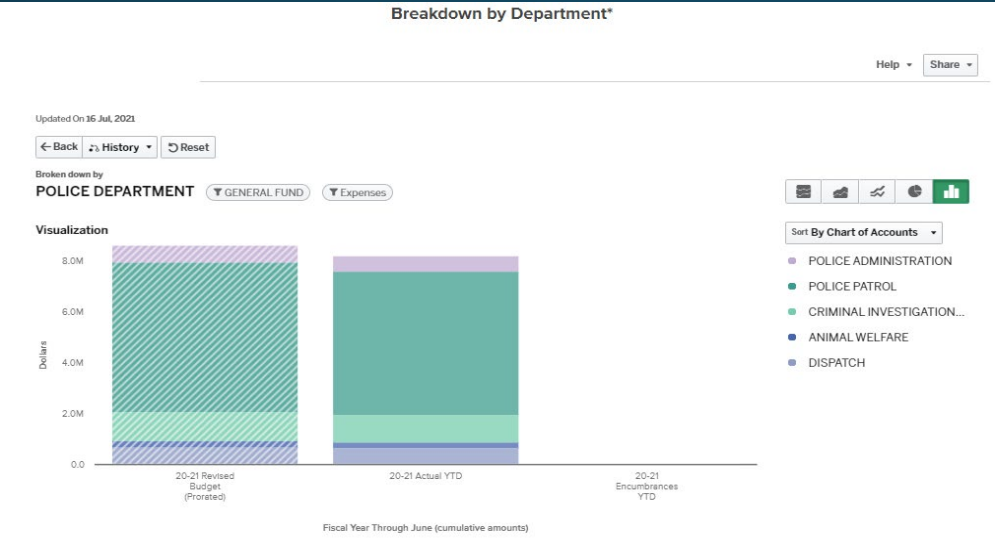
Drill-Down Capabilities

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.

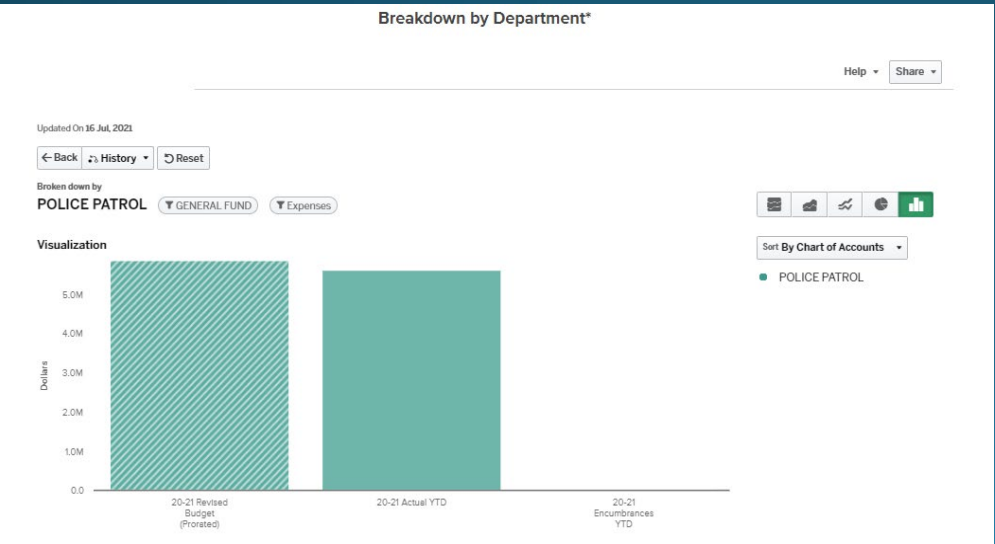
Initial View



Department Level

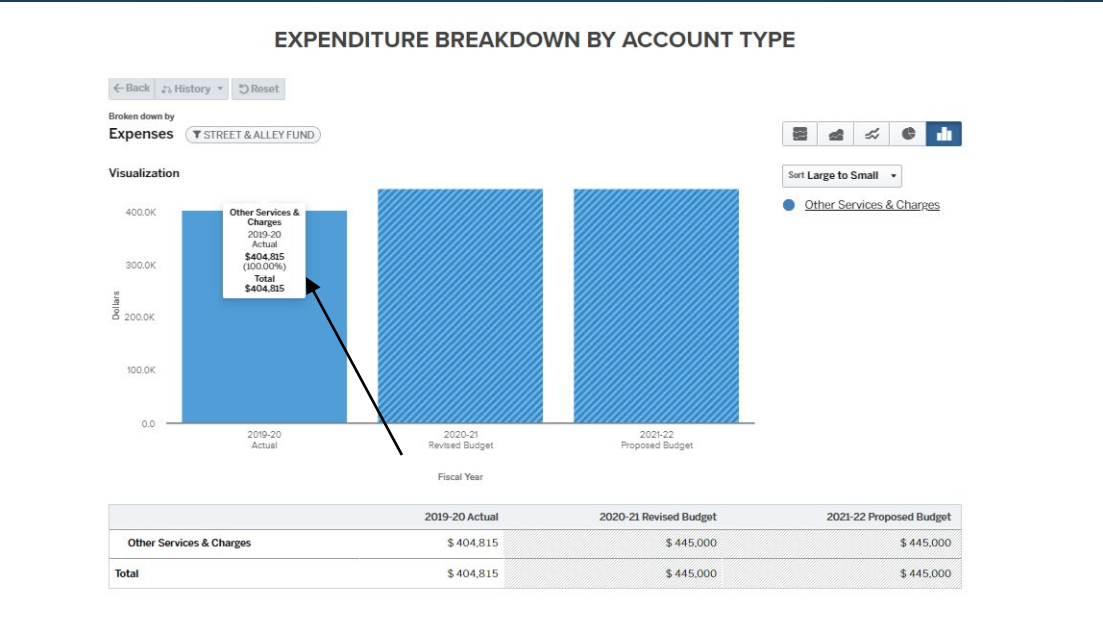


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

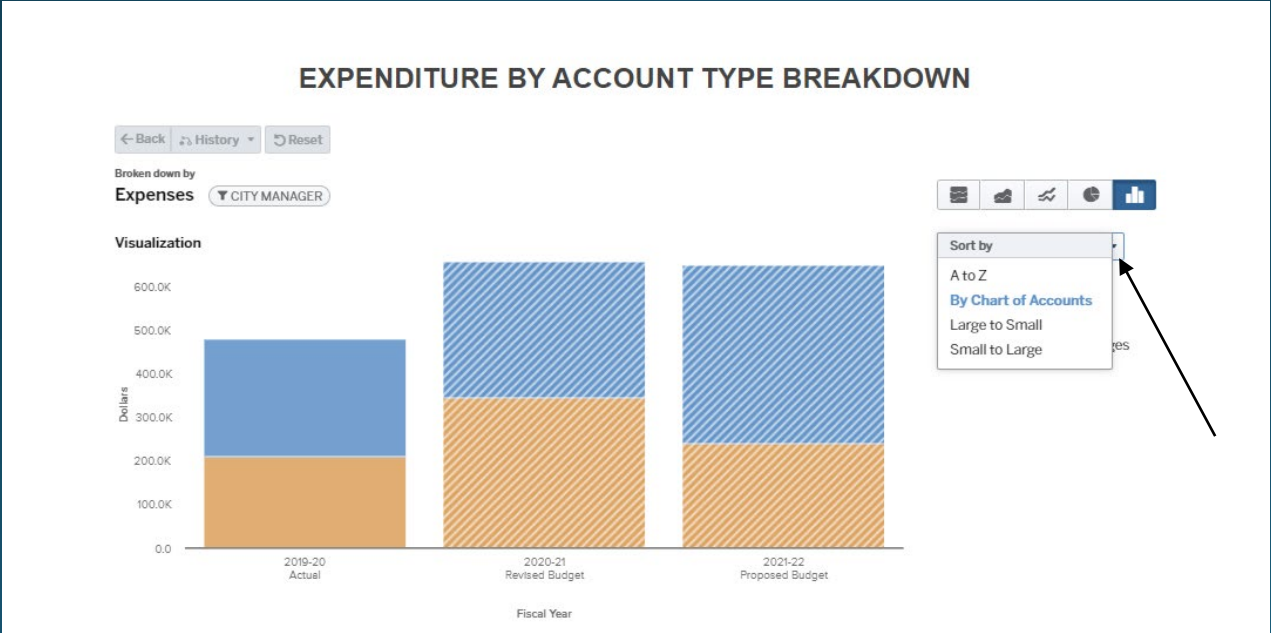


Sorting

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.

Organization

Title
General Provisions
Zoning Districts
Uses
Development Standards
Subdivision Regulations
Procedures
Nonconformities
Enforcement
Approval Authorities
Definitions

Code Update Foundation

Comprehensive Plan Vision and Implementation



Modernized Use

Land Use	TA	R-1	R-2	R-3	C-1
Detached Single-Family Dwelling	P	P	P		
Townhouse			C	P	
Duplex		P	P	P	
Triplex			P	P	
Fourplex			P	P	
Courtyard Apartment			C	P	
Bungalow Court			C	P	
Multiplex				P	
Manufactured Home	P	P			
Mobile Home	C			C	
Modular Home	P	P	P		
Tiny Home	C	C		C	
Multi-Family Dwelling (Apartment)				P	
Live-Work Unit				P	
Mixed-Use Building				C	

Unified Development Code - Ongoing Public Review

Rian Harkins, Community Development Director, June 17, 2024





Website QR Code

<https://freese.mysocialpinpoint.com/shawneeudc>

Website Use Guide

SHAWNEE

SHAPING THE FUTURE

Unified Development Code

Home

Planning 101

Documents

Get Involved

Team

Contact Us



Shawnee Shaping the Future

Unified Development Code

Welcome to the City of Shawnee's Unified Development Code project website! This site includes the latest updates about the process, resources and materials, and opportunities to provide your input. Please check back periodically for updated information.

City of Shawnee

Page 1220 of 1231

Website Use Guide

Get Involved

Learn More and Get Involved



Learn More

Learn more about the process and how the [Shawnee Next Horizons](#) comprehensive plan will be implemented through this update

Planning 101



Share Your Ideas

A complete draft of the Unified Development Code (UDC) is available for members of the Shawnee Community to review. You can provide feedback on the UDC [here](#)!

Add Your Idea

Website Use Guide

SHAWNEE
SHAPING THE FUTURE
Unified Development Code


Welcome!


General Provisions


Zoning Districts and Uses


Development Standards


Subdivision Regulations


Administrative Procedures


Other

Share your ideas about ...


General Provisions


Zoning Districts and Uses


Development Standards


Subdivision Regulations


Administrative Procedures


Other

Website Use Guide



Welcome!



General Provisions



Zoning Districts
and Uses



Development
Standards



Subdivision
Regulations



Administrative
Procedures



Other

Leave us your comment

Your name and email will not be visible to others.

Comment * (Required)

Leave your comment here

Email * (Required)

☐ Remember

First Name

Last Name

Attach an optional photo



Attach

Supports png, jpg/jpeg, gif and heic

Cancel

Add Comment

Next Steps

- Receive input through June 30.
- Final revisions/edits in July
- Full Progress Report to Planning Commission and City Commission in July
- July/August Adoption
- New UDC to take effect August/September

Thank you! Questions?

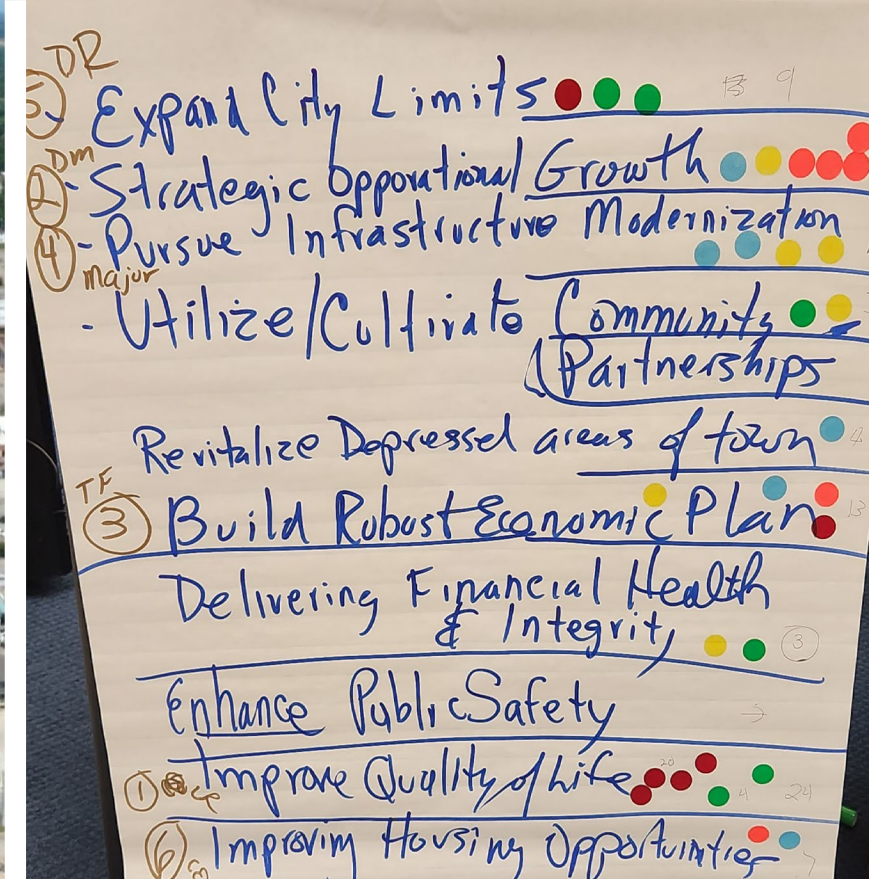


<https://freese.mysocialpinpoint.com/shawneudc>

2023 City of Shawnee Community Survey Findings Report

Presented to the City of Shawnee,
Oklahoma

May 2023



Civic Engagement Sessions for Draft 2024-2028 Strategic Plan

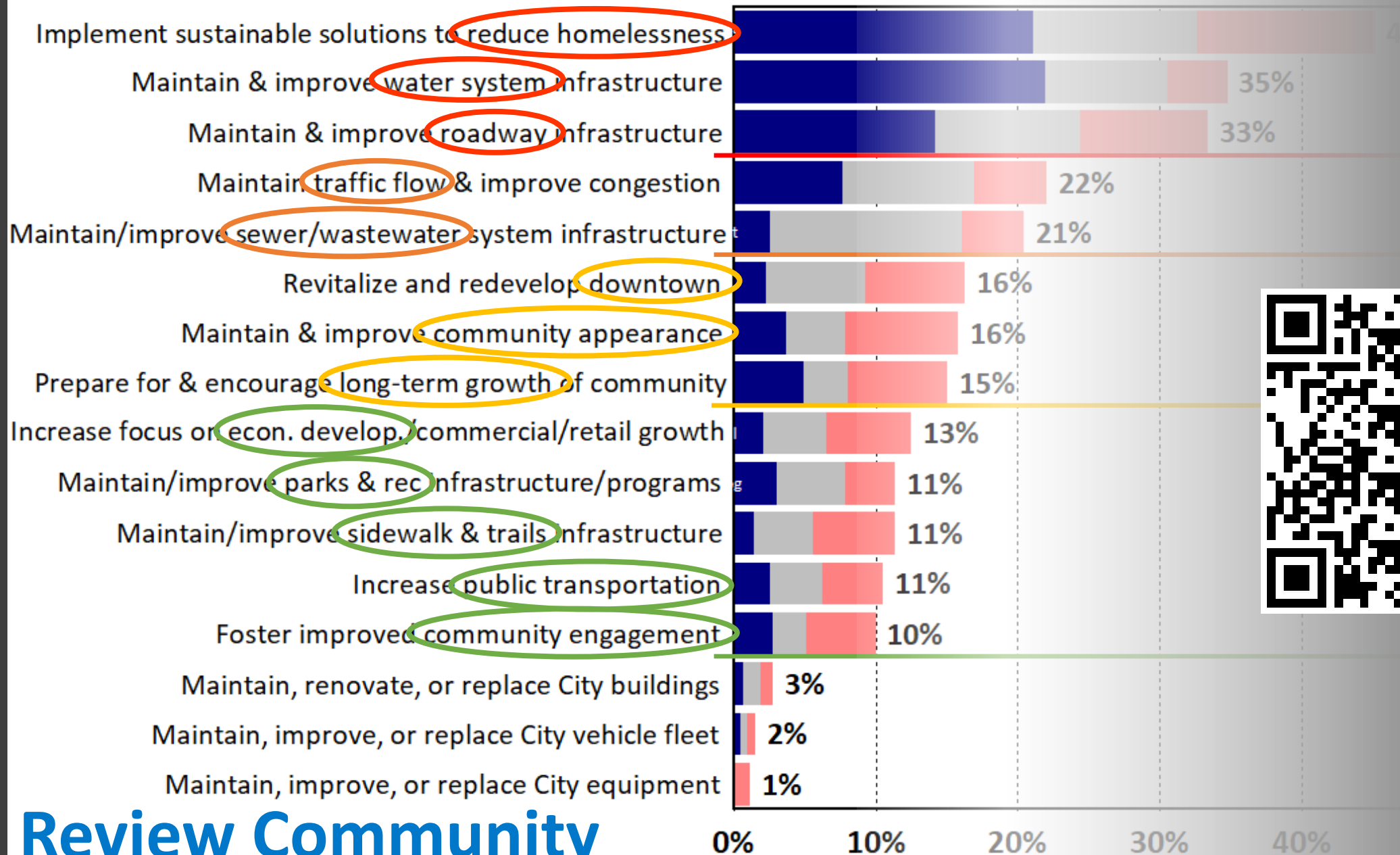
Andrea Weckmueller-Behringer, City Manager



Share your Insight

- July 1, 11:30 am - 1:30 pm, Shawnee Public Library
- July 2, 5:30 pm - 7:30 pm, Heart of Oklahoma Expo
- July 8, 11:30 am - 1:30 pm, City Hall
- July 9, 5:30 pm - 7:30 pm, Public Safety Center at Gordon Cooper Technology Center

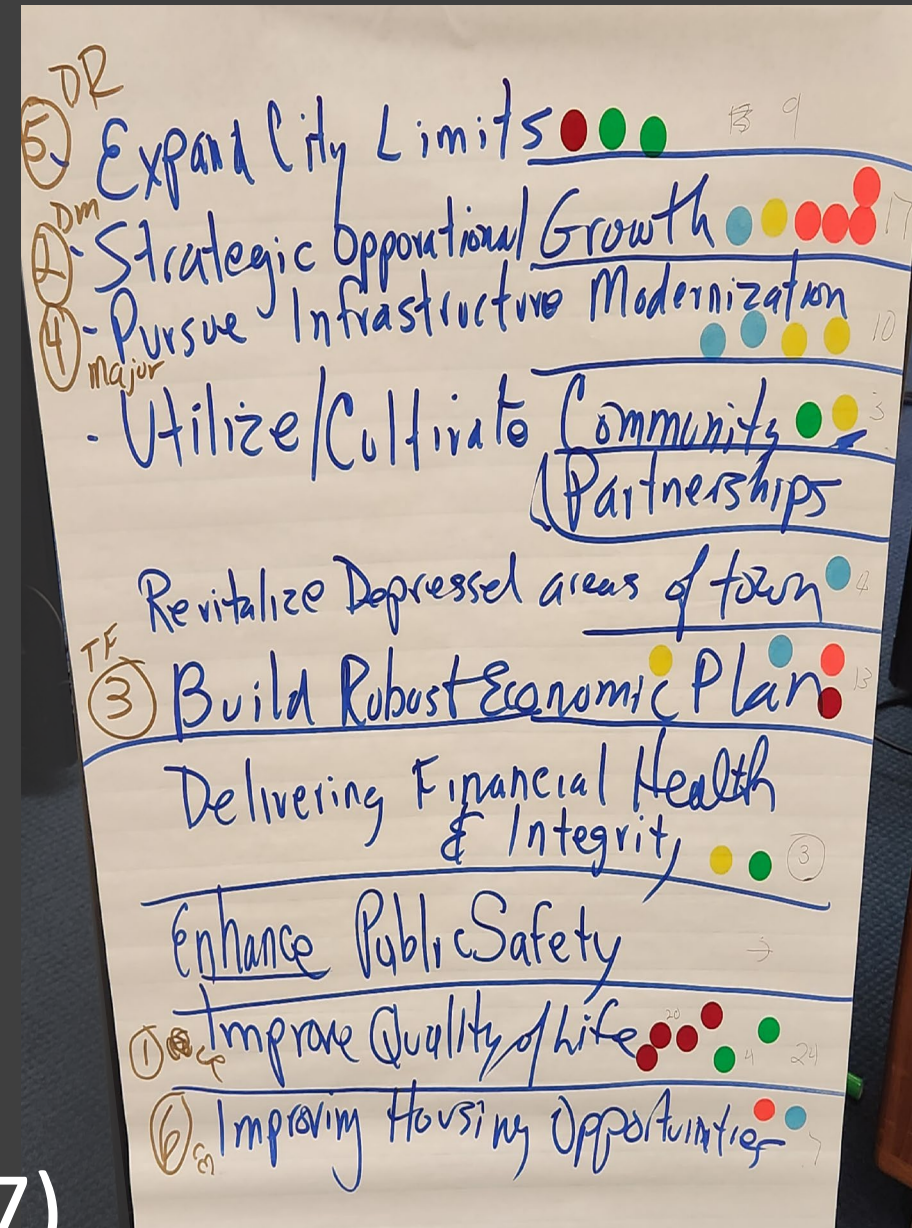




Review Community Survey Results

Explore Major Goals (Ranked)

- Improved Quality of Life (24 pts)
- Strategic Operational Growth (17)
- Robust Economic Development Plan (13)
- Modernized Infrastructure (10)
- Intentional City Growth (9)
- Improved Housing Opportunities (7)

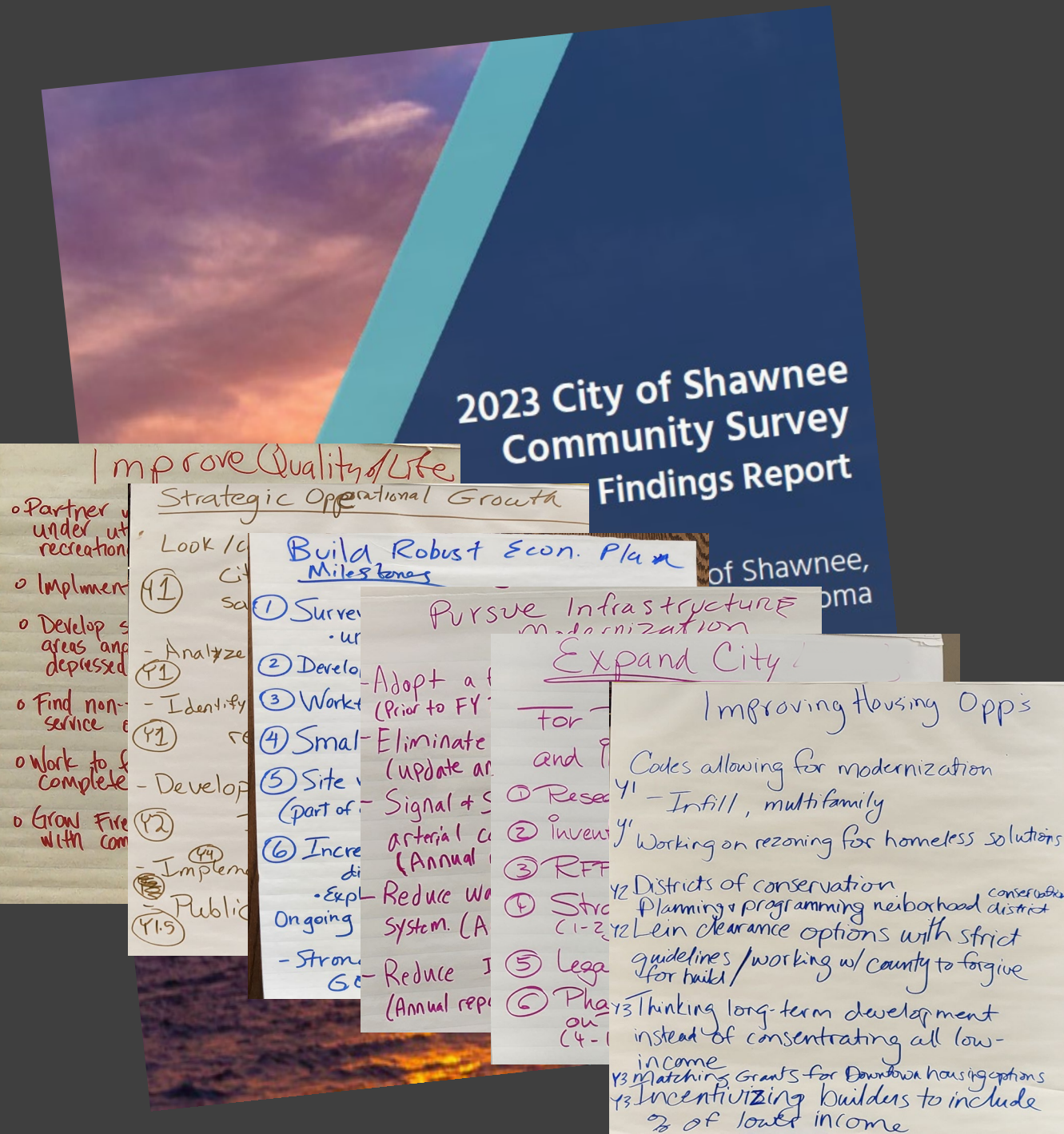


Going from the
2023 Community
Survey...

Through the
Visioning Retreat...

To the 5-Year
Strategic Plan...

With your help!



We look forward to
collaborating with our citizens!

