

AGENDA  
SHAWNEE MUNICIPAL AUTHORITY  
MAY 22, 2025 AT 6:00 PM  
RESCHEDULED FROM MAY 19, 2025 AT 6:00 P.M.  
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 QUORUM

1. Consider approval of Consent Agenda:
  - a. Minutes from the April 21, 2025, regular meeting.
  - b. Confirm action taken by the City Commission on Consent Agenda Item No. 3(i) regarding acknowledgment of the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2025-2026.
2. Consider Bid(s):
  - a. Water Treatment Plant Sludge Removal - North Lagoon (Award)
3. New Business
4. Adjournment

Respectfully submitted,



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)

# DRAFT

## SHAWNEE MUNICIPAL AUTHORITY PROCEEDINGS

APRIL 21, 2025 AT 6:00 PM

The Shawnee Municipal Authority 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, April 21, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, April 17, 2025 at 3:56 PM. Chairman Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens  
Chairman/Mayor

Daniel Matthews  
Trustee Ward 1

Greta Madson  
Trustee Ward 2

Chris Odneal  
Trustee Ward 3

Ashley Fichtner  
Trustee Ward 4

Mark Sehorn  
Trustee Ward 5

Lauren Richter  
Trustee Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

a. Minutes from the March 17, 2025, regular meeting.

A motion was made by Trustee Matthews, seconded by Trustee Odneal, to approve Consent Agenda Item No. 1(a). Motion carried 7-0-0.

AYE: Matthews, Odneal, Stephens, Fichtner, Sehorn, Richter, Madson

NAY: None

ABSTAIN: None

2. New Business

There was no new business.

3. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:38 p.m.)

\_\_\_\_\_  
ERIC STEPHENS, MAYOR  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
LISA LASYONE, MMC, CITY CLERK  
SECRETARY



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

**Date:** May 22, 2025  
**To:** Shawnee Municipal Authority  
**From:** Lisa Lasyone, City Clerk  
**Subject:** Confirm action taken by the City Commission on Consent Agenda Item No. 3(i) regarding acknowledgment of the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2025-2026.

**Background:** In accordance with the Contract for Solid Waste Collection, Recycling, and Disposal Services entered on July 1, 2020, City staff is requesting the contract be acknowledged for Fiscal Year 2025-2026. Central Disposal has provided the citizens and residents of the City of Shawnee with exceptional service. Funds have been budgeted for Fiscal Year 2025-2026.

**Financial Impact:** Estimated expenditure in Fiscal Year 2025-2026 of \$2,950,000.00 from the Shawnee Municipal Authority, Utility Billing, Sanitation/Trash, 501-5-0310-53382

**Attachments:** Contract

**Staff Recommendation:** Approval of the item

CONTRACT  
FOR  
SOLID WASTE COLLECTION, RECYLCING AND  
DISPOSAL SERVICES

This contract, made and entered into this 15<sup>th</sup> day of July, 2020, by and between the City of Shawnee/Shawnee Municipal Authority, a public Authority in which the Shawnee Municipal Authority holds the beneficial interest, hereinafter referred to as "CITY/AUTHORITY" and

CENTRAL DISPOSAL, LLC

4650 NORTH HARRISON

SHAWNEE OKLAHOMA 74804

Hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the 2<sup>nd</sup> day of March, 2020, submit a proposal pursuant to a Request for Proposals as approved by the Trustees of the CITY/AUTHORITY to collect, remove, and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2020, through June 30, 2030, inclusive; all of the expense of every nature and kind incurred in collection, removing and disposing of said solid waste to be paid by CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and CITY/AUTHORITY that:

- I. The term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:
  - Period 1 - July 1, 2020 to June 30, 2021
  - Period 2 - July 1, 2021 to June 30, 2022
  - Period 3 - July 1, 2022 to June 30, 2023
  - Period 4 - July 1, 2023 to June 30, 2024
  - Period 5 - July 1, 2024 to June 30, 2025
  - Period 6 - July 1, 2025 to June 30, 2026
  - Period 7 - July 1, 2026 to June 30, 2027
  - Period 8 - July 1, 2027 to June 30, 2028
  - Period 9 - July 1, 2028 to June 30, 2029
  - Period 10 - July 1, 2029 to June 30, 2030

At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this Contract – Page 1

contract by reference as though fully set out verbatim herein with the following clarifications:

1. Section 1.1(c) of the General and Special Conditions shall be amended to define Bulk Waste as *“Bulk Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be; provided that the monthly volume to be placed for curbside collection cannot be greater than 3 cubic yards. Bulk waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).”*

2. Section 1.1(aa) of the General and Special Conditions shall be added to define Yard Waste as *“Yard Waste - grass clippings, leaves, tree limbs and other yard waste materials other than dirt and construction debris provided that the volume of yard waste to be collected curbside weekly cannot exceed 8 Bags and/or Bundles weighing no more than 35 pounds per Bag or Bundle.*

3. CONTRACTOR may charge customers for lost or destroyed poly carts, provided that the charge for the replacement poly carts does not exceed the actual cost paid by CONTRACTOR.

III. The CITY/AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed at the unit prices set forth in the Schedule of Quotes.

This contract covers the Basic Residential Services as set forth in the Request for Proposals and in the Schedule of Quotes.

IV. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

Should the CITY/AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the CITY/AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the saving realized by the CONTRACTOR.

V. CITY/AUTHORITY, CONTRACTOR, and JAMES MICHAEL ADCOCK consistent with past practice, agree to waive the CONTRACTORS bonding requirements contained in Section 3 of the General and Specific Conditions, and extend the obligations of that certain Guarantee of Performance entered into by the Parties on June 30, 2011 through the term of this Contract for Solid Waste Collection, Recycling and Disposal Services. The above referenced Guarantee of Performance is expressly made a part of this contract by reference as though fully set out verbatim herein.

Contract – Page 2

CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract.

VI.

CONTRACTOR shall indemnify; save and hold harmless the CITY/AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or CITY/AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

VII. CONTRACTOR shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the CITY/AUTHORITY.

VIII. If CONTRACTOR changes ownership, name, etc., then the CITY/AUTHORITY shall have the option to re-bid the contract immediately if CITY/AUTHORITY so desires.

IX. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.

CONTRACTOR shall submit evidence satisfactory to the CITY/AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.

X. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or CITY/AUTHORITY or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.

XI. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.

XII. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this 15<sup>th</sup> day of July, 2020.



(SEAL)  
ATTEST:

Lisa Lasyone  
Lisa Lasyone, CMC  
City Clerk

CITY/AUTHORITY

By: W. Chance Allison  
W. Chance Allison  
City Manager

CENTRAL DISPOSAL, LLC

By: [Signature]  
Printed Name: SON-MORL ADCOCK  
Title: Member / owner

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

[Signature]  
JAMES MICHAEL ADCOCK

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary



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

**Date:** May 22, 2025  
**To:** Shawnee Municipal Authority  
**From:** Brad Schmidt, Public Works Director  
**Subject:** Water Treatment Plant Sludge Removal - North Lagoon (Award)

**Background:** On May 6th, 2025, staff received three bids for sludge removal at the north lagoon of the Water Treatment Plant, with Denali Water Solutions submitting the lowest and best bid. This project will remove approximately 5.5 million gallons of sludge to maintain DEQ compliance.

**Financial Impact:** 001-5-0740-53390 \$154,000  
502-5-1030-54200 \$220,000

**Attachments:** WTP North Lagoon Sludge Removal Bid Tab, WTP NORTH LAGOON 2025

**Staff Recommendation:** Award bid to Denali Water Solutions in amount of \$374,000

BIDS RECEIVED

WATER PLANT SLUDGE REMOVAL – NORTH LAGOON

AT WATER TREATMENT PLANT

May 6, 2025

BIDDER NAME/ADDRESS

Denali Water Solutions, LLC, Russellville, AR 374,000.00

Hodges Farm & Dredging, LLC, Lebo, KS 488,950.00

Midwest Injection, Cascade, IA 437,250.00

**City of  
Shawnee**  
PUBLIC WORKS  
MUNICIPAL AUTHORITY

**CITY OF SHAWNEE  
POTTAWATOMIE COUNTY, OKLAHOMA**

**CONTRACT DOCUMENTS AND  
TECHNICAL SPECIFICATIONS**

**FOR**

**WATER PLANT SLUDGE REMOVAL-  
NORTH LAGOON  
Water Treatment Plant**

**City of Shawnee  
P O Box 1448  
Shawnee, Oklahoma 74802-1448**

**SHAWNEE MUNICIPAL AUTHORITY**

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NOTICE TO BIDDERS:

Sealed bids will be received by the Shawnee Municipal Authority, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until **11:00 a.m., May 6, 2025**, for:

WATER PLANT SLUDGE REMOVAL-NORTH LAGOON  
AT  
WATER TREATMENT PLANT

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, P.O. Box 1448, Shawnee, Oklahoma 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. Digital copies can be requested by emailing [bradley.schmidt@shawneeok.org](mailto:bradley.schmidt@shawneeok.org). There is no fee for digital copies. All respondents must be registered as a plan holder to be considered a qualified bidder. The only way to register as plan holder is by purchasing plans, or obtaining digital plans via the email above.

A MANDATORY pre-bid Conference is scheduled for Tuesday, April 29, 2025, at 10:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.

A bid proposal form will be issued by the Shawnee Municipal Authority. Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

WATER PLANT SLUDGE REMOVAL  
AT  
WATER TREATMENT PLANT

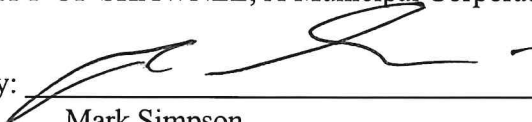
The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out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

Bids will be opened at **11:15 a.m. May 6, 2025**, in the City Commission Chambers room, 16 W 9<sup>th</sup> Street, Shawnee, OK, and will be considered at a future Shawnee Municipal Authority Meeting.

The Shawnee Municipal Authority reserves the right to reject any or all bids.



CITY OF SHAWNEE, A Municipal Corporation

By:   
Mark Simpson,  
City Manager

(SEAL) ATTEST:

  
\_\_\_\_\_  
Lisa Lasyone,  
City Clerk

## INFORMATION FOR BIDDERS:

BIDS will be received by the Shawnee Municipal Authority (hereinafter called the "OWNER"), at Shawnee City Hall, 16 W. 9<sup>th</sup> Street until **11:00 a.m., May 6, 2025**. Bids will be opened at 11:15 a.m. May 6, 2025, in the City Commission Chambers room, 16 W 9<sup>th</sup> Street, Shawnee, OK, and will be considered at a future Shawnee Municipal Authority meeting.

Each BID must be submitted in a sealed envelope, addressed to: City Clerk, 16 W. 9<sup>th</sup> Street, Shawnee, OK 74801.

Each sealed envelope containing a BID must be plainly marked on the outside as: BID for Water Plant Sludge Removal - North Lagoon and the envelope should bear on the outside the name of the BIDDER, 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 P.O. Box 1448, Shawnee, OK 74802.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one Copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Bids received more than ninety-six (96) hours before time specified and BIDS received after the time set for opening BIDS will not be considered and will be returned unopened. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

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

The CONTRACT DOCUMENTS contain the provisions required for the Services to be provided. 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 must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00 or less. As soon as the bid prices have been compared, the OWNER will return the bonds of all except the three lowest responsible bidders. The bid bond of the

successful bidder will be retained until the Performance Bond, Statutory Bond, and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful Bidder has entered into a contract and has furnished the required bonds and insurance.

A Performance Bond and a Statutory Bond each in the amount of 100 percent of the Contract Price with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance 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 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 party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Statutory Bond, and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In the failure of the Bidder to execute the Agreement, 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 OWNER within ten (10) calendar days of receipt of acceptable Agreement, Bonds and Certificate of Insurance signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such NOTICE of withdrawal shall be effective upon receipt of the NOTICE by the OWNER.

The Notice to proceed shall be issued by the OWNER within ten (10) calendar days of the execution of the Agreement, approval of Bonds and approval of the Certificate of Insurance. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as 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 BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The Contract Award will be based on the lowest and best bid.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The successful BIDDER will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public right-of-way.

When alternate BIDS are taken, they will be listed in numerical order with the highest priority being number one; second, number two, etc.

When alternates are used, the low BIDDERS will be selected by the lowest and best BID considering all BIDS which include the selected alternate BIDS.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The time for completion is **60 consecutive calendar days**.

Liquidated damages will be **\$500.00 per calendar day**.

The Contractor will be required to begin work within ten (10) calendar days of the date shown on the Notice to Proceed.

In the event of a conflict between the plans and specifications, the specifications will govern.

**The following items will be submitted with the bid:**

1. Bid Form
2. Statement of Qualifications
3. Business Relationship Affidavit
4. Non-Collusion Affidavits
5. Bid Bond
6. Receipt of Addendums
7. Completed Contractor Questionnaire.

BID FORM:

WATER PLANT SLUDGE REMOVAL  
AT  
WATER TREATMENT PLANT

BID SUBMITTED TO: SHAWNEE MUNICIPAL AUTHORITY  
16 W. 9<sup>th</sup> Street - P.O. Box 1448  
Shawnee, Oklahoma 74802-1448

1. The undersigned BIDDER proposes that if this Bid is accepted to supply the services specified or indicated in the Job Specifications and in accordance with the other terms and conditions within the Bid Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders. This BID will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents that:
  - a. BIDDER has examined copies of all the Bid Documents and of the following Addendum (receipt of all which is hereby acknowledged); (if none, so state)  
ADDENDUM (S):  
NUMBER:                      DATE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has directly or indirectly induced or solicited any other BIDDER to submit a false sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  - c. BIDDER has become extensively knowledgeable of, and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance of the Work.
  - d. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- e. BIDDER has carefully studied all: (1) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.
  - f. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigation, explorations, tests, studies and data concerning performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.
  - g. BIDDER is aware of the general nature of work to be performed that relates to the Work as indicated in the Bidding Documents.
  - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with.
  - i. The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs for developing the proposals or any other such expenses incurred by the vendor in responding to the RFP/BID, are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City.
  - j. No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.
  - k. BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **60 consecutive** calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$ 500.00** for each consecutive calendar day thereafter as provided in Paragraph 9 of the Special Conditions.
  - l. BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.  
**NOTE:** BIDS shall not include sales tax but must include all other applicable taxes and fees.
4. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \*\_\_\_\_\_. To the Shawnee Municipal Authority (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the Water Plant Sludge Removal at 801 S. Kickapoo, Shawnee Ok. 74801 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

*\*Insert "a corporation", "a partnership", or "an individual" as applicable.*

**BID SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1.	Water Plant Sludge Removal-North Lagoon	Gallons	5,500,000	\$	\$

SPECIFY ANTICIPATED START DATE: \_\_\_\_\_

VENDOR'S STATEMENT: (PROPOSAL COMPLIES) YES \_\_\_ NO \_\_\_

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COMPANY REPRESENTATIVE (Print) \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

(SEAL) - If BID is by a corporation.

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary/Witness

\_\_\_\_\_  
Date

## TECHNICAL SPECIFICATIONS:

### 1. GENERAL INSTRUCTIONS

#### 1.1 TREATMENT SLUDGE REMOVAL AT WATER TREATMENT PLANT

- a. The work to be done consists of furnishing all equipment and labor to remove, transport and properly dispose of all liquid and solids from the North Lagoon.
- b. Contractor will be responsible for following the Environmental Protection Agency (EPA) and Oklahoma Department of Environmental Quality (ODEQ) approved Residuals Management Plan and obtaining all necessary permits. If sludge is to be land applied, Contractor will obtain written authorization from landowner(s) and submit to Shawnee Municipal Authority.
- c. The volume of sludge to be removed shall be determined in the field by the contractor but is estimated to be 5,500,000 gallons at 10% solids. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. It will be the contractor's responsibility for total Removal and Disposal of all liquids and solids from the North Lagoon, off the premises.
- d. Disposal should take place at a permitted site, according to EPA, ODEQ and any other applicable standards.

#### 1.2 ALTERNATE BID

- a. NOT APPLICABLE

It is highly recommended that bidders contact Jacob Wickware, Water Treatment Supervisor at 405-273-0890 or Billie Jo Tucker, Treatment Operations Superintendent at 405-214-4249 to look at the project before submitting bid.

2. INSURANCE REQUIREMENTS

2.1 The Contractor shall, at Contractor's sole expense, maintain insurance coverage as set forth below.

- General liability
  - Each Occurrence \$1,000,000.00
  - Personal and Adv. Injury \$1,000,000.00
  - General Aggregate \$2,000,000.00
  
- Bodily Injury \$500,000 per person
  
- Bodily Injury \$1,000,000 per occurrence
  
- Property Damage \$500,000 per occurrence
  
- Aggregate \$2,000,000
  
- Automobile Liability \$1,000,000 per claim/aggregate
  
- Workers Compensation and Employers' Liability
  - Each Accident \$100,000.00
  - Disease – Each Employee \$100,000.00
  - Disease – Policy Limit \$500,000.00
  
- Pollution Liability \$1,000,000 per claim/aggregate

STATEMENT OF QUALIFICATIONS:

\_\_\_\_\_

Bidder

\_\_\_\_\_

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_

\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_

2. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_

\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_

3. NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

APPROX. QUANTITIES OF MAJOR ITEMS: \_\_\_\_\_

\_\_\_\_\_

VALUE OF CONTRACT: \_\_\_\_\_

4. OTHER PROJECT REFERENCES: \_\_\_\_\_

CONTRACTOR QUESTIONARRE:

To be completed by all Contractors

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information if desires.

1. Name of Bidder/Contractor \_\_\_\_\_  
\_\_\_\_\_
2. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_
3. Date Organized \_\_\_\_\_
4. If a Corporation, where and when incorporated \_\_\_\_\_
5. Do you operate under an assumed name (s)? If so please list. \_\_\_\_\_  
\_\_\_\_\_
6. How many years engaged under present company name? Give former names of company with dates of operation under each.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so, provide details of the issues and resolutions if available. Include lawsuits where Owner was involved.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. List the names of all Owners with contact names and telephone numbers for whom you/your business has provided sludge transport services within the preceding 24 months. If possible, provide at least 3 businesses (preferably municipalities) and contract amounts.

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10. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

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11. Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, please provide details.)

12. Does your firm now have any legal suits or arbitration claims pending or outstanding against it or any officers? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, please provide details.)

13. Does your firm now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, please provide details.)

14. Has your firm had a contract partially or completely terminated for default (cause) within the past five years? No \_\_\_\_\_ Yes \_\_\_\_\_ (If yes, please provide details.)

15. Pursuant to the solicitation for the quotes and information for prospective bidders for the above mentioned project, the undersigned is submitting the information as required with the understanding that the purpose is for confidential use, only to assist in determining the qualifications of the contractor to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made.

Date of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

---

Company name (please type or print)

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

BUSINESS RELATIONSHIP AFFIDAVIT:

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist; affiant should so state.)

\_\_\_\_\_  
Affiant's Signature:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NOTE:** This form is to be submitted with the BID.



BID BOND:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_, as OWNER in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which

the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

\_\_\_\_\_ (L.S.)

Principal

ATTEST: (If by Corporation)

\_\_\_\_\_

Surety

\_\_\_\_\_

By: \_\_\_\_\_

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

# CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and

between Shawnee Municipal Authority, Hereinafter called  
(name of owner or individual)

“OWNER” and \_\_\_\_\_, doing business as an individual, or  
(contractor name)

a partnership, or a corporation hereinafter called “CONTRACTOR”:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

**Water Plant Sludge Removal – North Lagoon at Water Treatment Plant**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within **14** calendar days after the date of receipt of the Notice to Proceed and will complete the same within **60** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the Bid Schedule.

A. The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Notice to Bidders
- B. Information to Bidders
- C. Bid form and Schedule
- D. Bid Bond
- E. Construction Agreement
- F. Performance Bond
- G. Statutory Bond
- H. Maintenance Bond

- I. Drawings prepared by Shawnee Municipal Authority.
- J. Specifications prepared or issued by Shawnee Municipal Authority.
- K. Addenda # \_\_\_\_\_ dated \_\_\_\_\_.
- Addenda # \_\_\_\_\_ dated \_\_\_\_\_.
- Addenda # \_\_\_\_\_ dated \_\_\_\_\_.

- 6. The OWNER will pay the CONTRACTOR in partial payments as work is performed with final payment to be made upon the acceptance of the project by the Board of Trustees of the Shawnee Municipal Authority or Board of Commissioners of the City of Shawnee.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

Shawnee Municipal Authority

(SEAL)

ATTEST:

\_\_\_\_\_  
Lisa Lasyone, City Clerk

BY \_\_\_\_\_

NAME Mark Simpson

TITLE City Manager

(SEAL)

ATTEST:

BY \_\_\_\_\_  
(signature)

NAME \_\_\_\_\_  
(Print)

TITLE \_\_\_\_\_  
(Secretary/Treasurer)

CONTRACTOR:

\_\_\_\_\_  
(name of Entity)

BY \_\_\_\_\_  
(signature)

NAME \_\_\_\_\_  
(Print)

TITLE \_\_\_\_\_  
(President/Vice President)

ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_

# NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Water Plant Sludge Removal – North Lagoon at Water Treatment Plant

The OWNER has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and vendor registration forms (W-9), along with certificates of insurance, all within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said information within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return the ACCEPTANCE page of this NOTICE OF AWARD to the OWNER. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Shawnee Municipal Authority

(SEAL)

ATTEST:

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF AWARD**

**Water Plant Sludge Removal – North Lagoon at Water Treatment Plant**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: Water Plant Sludge Removal – North Lagoon at Water Treatment Plant

You are hereby notified to commence WORK in accordance with the Agreement dated, \_\_ day of \_\_\_\_\_, 2025 on or before \_\_\_\_\_, and you are to complete the WORK within 60 calendar days thereafter. Therefore, the approximate date of completion is \_\_\_\_\_

Shawnee Municipal Authority

Owner

BY \_\_\_\_\_

Title Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above  
NOTICE TO PROCEED is  
hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day

of \_\_\_\_\_, 2025.

\_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

(Please sign and return one copy of this form to, Public Works, City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448)

## EQUAL OPPORTUNITY CLAUSE

(Provisions of subsections (1) through (7) of Section 202 of Executive Order 11246, as amended)

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order N. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."EOC1





## CHANGE ORDER

ORDER NO. \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

Project / Contract No: \_\_\_\_\_

Owner: Shawnee Municipal Authority

Contractor: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Change to CONTRACT PRICE: \$ \_\_\_\_\_

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CO will be (increased) or (decreased) by: \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME: \_\_\_\_\_

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Approvals Required:

To be effective this Order must be approved:

\_\_\_\_\_  
CONTRACTOR

(Signed)

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Public Works Director

# CONDITIONS OF CONTRACT

## DIVISION II



## DEFINITION OF TERMS

### SECTION 000 DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instruments herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.O.	The American Association of State Highway Officials.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute.
A.S.T.M.	The American Society for Testing and Materials.
Award	The decision of the Authority to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore, and to such other conditions as may be specified or otherwise required by law.
Authority	Shawnee Municipal Authority
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated for, Oklahoma, a municipal corporation, acting through its duly authorized representatives.
City Auditor	The City Auditor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Clerk	The City Clerk of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Manager	The Manager of the City of Shawnee, Oklahoma.
City Treasurer	The City Treasurer of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications and terms of the Contract.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors Proposal, Bonds, Specifications, including Special Provisions, Addenda, Plans or working drawings and any supplemental agreement pertaining to the work or materials therefore.

Contractor	The person or persons, partnership, company firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Commission	The Commission of the City of Shawnee, Oklahoma.
Director of Water Utilities	Acting within the scope of duly delegated authority.
Engineer	City Engineer
Furnish	To Supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Mayor	The Mayor of the City of Shawnee, Oklahoma.
Municipal Counselor	The Municipal Counselor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations," or for showing details not shown thereon.
Provide	To furnish and erect or install.
Special Provisions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Provisions</u> and taking precedence over any conditions or requirements of the <u>General Provisions</u> with which they are in conflict.
Specifications	The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Surety or Sureties	The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.
The Work	All work, including the furnishing of labor, materials, tools, equipment and

incidentals, to be performed by the Contractor under the terms of the Contract.

Working Day

Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer, for at least six (6) hours, toward completion of the work, unless work be suspended for causes beyond the Contractor's control, provided that Saturday, Sunday and holidays on which the Contractor's forces do engage regular work will be considered as working days.

Resolution

Establishing a Contractors Pre-qualification Board: adopting standards and procedures therefore; and requiring board examinations and approval of bidders or public improvement work.

Owner

Shawnee Municipal Authority

## **SCOPE OF WORK**

### **SECTION 001 INTENT OF PLANS AND SPECIFICATIONS**

The intent of the plans and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The contractor shall do all work as provided in the plans, special provisions, specifications, proposal and contract and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

### **SECTION 002 SPECIAL PROVISIONS**

Should any work or any conditions that are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

### **SECTION 003 INCREASED OR DECREASED QUANTITIES OF WORK**

The Owner reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices.

### **SECTION 004 ALTERATIONS OF PLANS AND SPECIFICATIONS**

The Owner reserves the right to make such changes in the plans and in the character of the work and approved by the Engineer as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

### **SECTION 005 EXTRA WORK**

When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, prior to acceptance by the City.

### **SECTION 006 FINAL CLEANING UP**

Upon completion of the work and before acceptance the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

## **CONTROL OF THE WORK AND MATERIALS**

### **SECTION 007 AUTHORITY OF ENGINEER**

All work shall be done under the supervision of the Engineer and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, and suspension of work.

### **SECTION 008 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTORS**

The contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and, prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk.

### **SECTION 009 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS**

All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. All deviations from the plans

will be accomplished by change orders prepared by the Owner and approved by the Engineer. All change orders shall be in writing. Three copies shall be furnished to the City and two copies shall be furnished to the contractor of all change orders approved by the Engineer.

Change orders shall include the following:

1. Complete detail of work contemplated
2. Complete justification

#### SECTION 010 EXISTING STRUCTURES NOT SHOWN ON PLANS

The plans show the location of certain existing surface and subsurface structures. The City assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location.

#### SECTION 011 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The plans, these specifications, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications, Special Provisions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer.

#### SECTION 012 COOPERATION OF CONTRACTOR

The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working. The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative. The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

#### SECTION 013 CONSTRUCTION STAKES

Where not indicated otherwise in plans and specifications, the Owner will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure.

#### SECTION 014 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said material remains equal to the requirements of the specifications. The contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material, which has become mixed with or coated by dirt or any other foreign substances during its delivery and handling, shall not be used in the work.

#### SECTION 015 MATERIALS AND WORKMANSHIP

The Contractor shall submit samples of materials, finish, appliances, etc., when required by the Engineer, and the Engineer in writing must approve all such samples before the work is executed and all work shall conform in all respects to the approved samples. Any work, which does not conform to the approved samples, will be rejected, and shall be removed and replaced by work that does so conform.

#### SECTION 016 SAMPLES AND TESTS OF MATERIALS

Where in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by and at the expense of the City, unless otherwise provided in the Special Provisions. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. A laboratory designated by the City shall make all tests. Testing shall be done only on written order of the Engineer on test order forms provided by the City, unless otherwise provided in the Special Provisions or in the material details; nothing in these specifications shall be construed as requiring a specific number of tests to be made.

#### SECTION 017 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the Engineer they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

#### SECTION 018 INSPECTION

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the specifications.

#### SECTION 019 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work. Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection will be done at the Contractor's risk and will be considered unauthorized and at the option of the Engineer may not be accepted and may be ordered removed at the Contractor's expense.

#### SECTION 020 CORRECTION OF WORK AFTER FINAL ACCEPTANCE

Neither the final certificate nor acceptance nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of five years from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

#### SECTION 021 FINAL INSPECTION

The Engineer shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

## **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### SECTION 022 LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and state laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents, employees and servants against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees.

#### SECTION 023 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including those established by ordinances in connection with paving removal and replacement.

#### SECTION 024 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and the Surety shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark of copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the City for any such infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the City may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the City from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

#### SECTION 025 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the Contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and the Contractor shall strictly enforce their use. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

#### SECTION 026 PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. The Contractor shall make provisions by bridges or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary in the opinion of the Engineer, the Contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-one (24) hours' notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the City shall be paid prior to acceptance of the project. The Contractor shall notify the Traffic Control Office, The Fire Department Headquarters, and Police Headquarters when any street is closed or obstructed, and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus. Where the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

#### SECTION 027 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS OR RIGHT-OF-WAY

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the

Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the Construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupant of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. He shall provide any additional grounds desired by the Contractor for his use at his own expense.

#### SECTION 028 RAILWAY CROSSINGS

When the work encroaches upon the right-of-way of any railway the Owner will secure for the Contractor all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs or other excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the contractor together with the necessary cost of any supervision or other incidental expense which may be required by the railway company while the work is in progress on the right-of-way of the railway company, and all such costs shall be taken into consideration by the Contractor in submitting proposals. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

#### SECTION 029 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the City has accepted the project.

#### SECTION 030 USE OF EXPLOSIVES

Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the Contractor shall carry on such work in accordance with the requirements of the section on Construction Details of these specifications and in compliance with the ordinances of the City and all laws of the State of Oklahoma. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of any blasting which might damage their or his property along or adjacent to the work. Whenever explosives are stored or kept, they shall be stored in a safe and secure manner and all storage places shall be marked plainly, "DANGEROUS EXPLOSIVES," and shall be under the care of a competent watchman at all times.

#### SECTION 031 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-one (24) hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been

completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or indirected, or he shall make good such damage for injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the Contractor prior to final acceptance.

#### SECTION 032 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers.

#### SECTION 033 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said Contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree.

#### SECTION 034 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage, which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the contract, save where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

#### SECTION 035 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water he shall pay the rate established by City ordinances for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

#### SECTION 036 USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

#### SECTION 037 USE OF A SECTION OR PORTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer, approved by the City Council, and such usage will not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs or renewals on any section of the work so put into use, due to defective material or workmanship, or to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

SECTION 038 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the City as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above caused before acceptance.

SECTION 039 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Engineer or his authorized assistants, either personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

SECTION 040 WAIVER OR LEGAL RIGHTS

Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any acceptance of any work or any possession taken by the City, shall not operate as a waiver of any provision of the contract or any power therein reserved to the City or any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 041 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

SECTION 042 COMPENSATION AND DEATH LIABILITY INSURANCE

The Contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than twenty-five thousand (\$25,000) dollars for all his employees employed at the site of the project, and in case any work is sublet the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

SECTION 043 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) The Contractor and/or subcontractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily Injury Liability in the amount not less than \$500,000 for injuries including accidental death, to any one person, and subject to the same limit for each person, in amount not less than \$500,000 for one accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(b) The Contractor shall provide Owner's Protective Liability Insurance, with this City as the named insured and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operation of Contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

Bodily Injury Liability in the amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 for an accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(c) The policies of insurance shall be executed by an insurance of indemnity carrier authorized to do business in the State of Oklahoma.

(d) Before awarding a contract the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

#### SECTION 044 PROOF AND CARRIAGE OF INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required.

## **PROSECUTION AND PROGRESS**

#### SECTION 045 PROSECUTION OF WORK

The sequence of all construction operations shall at all times be as directed by or approved by the Engineer. Should the Contractor discontinue the prosecution of the work for any reason, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

#### SECTION 046 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional section.

#### SECTION 047 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Engineer then the Engineer may withhold all estimates that are or may become due or may suspend the work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory work condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

#### SECTION 048 DAY'S WORK: WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a special order or permit is given by the Engineer so to do.

#### SECTION 049 TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

SECTION 050 MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount specified within these contract documents, of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for the period specified and after the time of the completion and acceptance by the City of said improvements, and as required in the contract documents elsewhere, thereafter, for a total maintenance period provision.

SECTION 051 GENERAL

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. The Contractor and the Surety shall execute each bond.

## **SUPPLEMENTAL GENERAL CONDITIONS**

Section 001 OMISSIONS:

A. In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the architect/engineer at his own expense. The contractor will be assumed to be an experienced and qualified contractor in this type of work, and to have studied the purpose and operations of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

B. In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the standard current specification or requirements of the AWWA, ASTM, ASME, ASEE, NBFU or NEC shall apply. Should the above specification not apply, then the work done, equipment or material furnished, shall be as directed by the architect/engineer.

Section 002 - MAINTENANCE BOND

A maintenance bond in the amount specified within these contract documents shall be furnished, along with the contract, for approval of the owner. A Statutory Bond and Performance Bond shall be in the amount of 100% of the contract price and submitted along with the contract, for approval of the owner

Section 003

Engineer: Where engineer is used, it shall mean the City Engineer.

Section 004

The Attached Non-Collusion Affidavit and Business Relationships Affidavit shall be completed and submitted with the bid.

Section 005

The attached Claim or Invoice Affidavit shall be completed and submitted with each claim or invoice submitted for payment.

Section 006

Bidder understands that the Owner reserves the right to reject any or all bids.

Section 007 Telegraphic Modification

Any bidder may modify his bid by telegraphic communications at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed

bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

#### Section 008 Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### Section 009 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### Section 010 Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure of refusal, the security deposit with his bid.

#### Section 011 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work order within the time specified in the agreement. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same. The Contractor may be required to furnish the Engineer with a tentative schedule, in a format acceptable to the Engineer, setting forth in detail the procedure he proposes to follow, and giving dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the time period stated in the "Agreement", or extension thereof made as herein provided.

If the Contractor shall fail to complete the work within the time specified, then the Contractor agrees to pay to the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of one thousand dollars (\$1,000.00) for each and every calendar day of failure to complete the work after the specified time set forth in the "Agreement". The said dollar amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. In the event the Contractor does not maintain the work schedule accepted by the Engineer, a sum equal to the liquidated damages for the number of days the Contractor is behind schedule shall be retained by the City out of the partial payment requests (payment estimates) due the Contractor to complete the work or any part thereof in the time provided herein. The amount of the damages finally determined to be due the City, may be withheld from any sums determined to be due the Contractor hereunder, or otherwise, as provided by the contract and specifications.

#### Section 012 Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor there on. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying his work, must employ such methods or means as will not to cause any interruption of or interference with the work of any other contractor.

#### Section 013 Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: [Seth Barkhimer, P.E., City Engineer](#) City Hall, P.O. Box 1448, Shawnee, Oklahoma 74802-1448, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 014 Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:



