AGENDA
BOARD OF CITY COMMISSIONERS
JANUARY 20, 2026 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

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

2. Consider approval of Consent Agenda:

   a. Minutes from the December 15, 2025, regular meeting.

   b. Acknowledge the following minutes and reports:

      - Planning Commission Minutes from the December 3, 2025, regular meeting.
      - License Payment Report for December 2025.
      - Project Payment Report for December 2025.

   c. Budget amendments for Fiscal Year 2025 – 2026:

      - Fund 001 - General Fund - To fund and increase by adding additional

funding for the Code Enforcement Demolition account.

- Fund 303 - 2018 Capital Improvement Fund - To appropriate monies for the purchase of an E-One Rescue Pumper that was transferred into Fund 301 and should be in Fund 303 for the Fire Department's expenditures in FY26.

d. Lake Lease Transfer:

- Eckel Tract Lot 10, 15111 Eckel Rd
  From: Frank and Mary Sims
  To: FPS Twin Lake, LLC

e. Acknowledgment of Change Order No. 1 for Fire Station No. 3.

f. Confirm and approve the City Manager's hiring of Kacie Eck as the City's Director of Utility Billing and Court Administration.

g. Confirm and approve the City Manager's hiring of Kevin Moore as the City's Director of Building and Engineering Services.

h. Confirm and approve the City Manager's hiring of Bradley Schmidt as the City's Director of Public Works.

i. Acceptance of Utility Easement Agreement for the Grove Phase II project within Section 6 Township 10 North, Range 4 East.

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

4. Consideration to reschedule the February 17, 2026, Regular Meetings of the Board of City Commissioner, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.

5. Consideration of a request for a Preliminary Plat for Northcreek Villas, a replat of Northcreek Manor.
   Case No. PPL04-25 | Applicant: Paul Bass and Landes Engineering

6. Consideration of a request for a Final Plat for Northcreek Villas, a replat of Northcreek Manor.
   Case No. FPL04-25 | Applicant: Paul Bass and Landes Engineering

7. Public hearing of a request to rezone the property addressed as 1402 East

Independence Street from C-1 (Local Commercial District) to R-3 (High Density Residential District).
Case No. RZ08-25 | Applicant: Jerry Roca and Landes Engineering

8. Consideration of an ordinance to rezone the property addressed as 1402 East Independence Street from C-1 (Local Commercial District) to R-3 (High Density Residential District).
Case No. RZ08-25 | Applicant: Jerry Roca and Landes Engineering

9. Public hearing of a request to rezone a portion of the property addressed as 4731 North Union Avenue from R-3 (High Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ09-25 | Applicant: Union Street Condominiums, LLC c/o Johnson & Associates

10. Consideration of an ordinance to rezone a portion of the property addressed as 4731 North Union Avenue from R-3 (High Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ09-25 | Applicant: Union Street Condominiums, LLC c/o Johnson & Associates

11. Consider Bid(s):

    a. Shawnee Twin Lakes Dam #1 - Rehabilitation Project

12. Acknowledge Monthly Sales Tax Report.

13. Administrative Report(s):

    a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Quarterly Report - Seth Barkhimer, Assistant City Manager

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

15. Commissioners Comments

16. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the

ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum.

17. Consider matters discussed in executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum.

18. 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

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 15, 2025 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, December 15, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Friday, December 12, 2025, at 4:34 PM. Mayor Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens
Mayor

Daniel Matthews Commissioner Ward 1 - Vice Mayor	Greta Shuler Commissioner Ward 2
Chris Odneal Commissioner Ward 3	Absent Commissioner Ward 4
Mark Sehorn Commissioner Ward 5	Lauren Richter Commissioner Ward 6

ABSENT: Ashley Fichtner

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

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

Mr. John Bobb-Semple spoke during Citizens Participation.

2. Consider approval of Consent Agenda:

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

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the October 1, 2025, and November 5, 2025, regular meetings.

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the October 16, 2025, regular meeting.

- Shawnee Senior Citizens Advisory Board Minutes from the August 12, 2025, regular meeting and the October 3, 2025, special call meeting.

- License Payment Report for November 2025.

- Project Payment Report for November 2025.

c. Acknowledge the resignation of Kerri Keck from the Shawnee Beautification, Parks, and Recreation Committee effective immediately.

d. Acknowledge the resignation of Ann Dowdy from the Shawnee Senior Citizens Advisory Board effective immediately.

e. Mayor Appointments:

<u>Shawnee Beautification, Parks, and Recreation Committee</u>
Nathan Ferguson 1st Partial Term Expires: May 1, 2028
Replaces Kerri Keck, Resigned

Shawnee Senior Citizens Advisory Board

Joe Ward 1st Partial Term Expires: July 1, 2027
Replaces Ann Dowdy, Resigned

Oklahoma Baptist University Authority

James Wilder 1st Full Term Expires: December 31, 2031
Reappointment

Sam Garlow 1st Full Term Expires: December 31, 2031
Replaces Marty Lewis, Term Expired

f. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 001 — General Fund — To appropriate monies received from donations to transfer into Equipment, Maintenance, Contracts for the Fire Department expenditures in FY26.

- Fund 001 — General Fund — To appropriate monies received from donations to transfer into Other Materials & Supplies and Contingency for the Parks & Recreation Department expenditures in FY26.

- Fund 001 — General Fund — To appropriate monies received from FY26 OK Safe Grant for overtime to transfer to Police Department Overtime for expenditures in FY26.

- Fund 001 — Federal Grant Revenue — To appropriate grant monies into Equipment Parts & Supplies for expenditures in FY26 for Emergency Management.

- Fund 301 — Capital Improvement Fund — To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) to transfer into Capital Outlay—Equipment for the Fire Department expenditures in FY26.

- Fund 350 — Aquatic Center — To appropriate monies received from donations to transfer into Other Contractual Services for the Aquatic Center expenditures in FY26.

g. Acknowledge Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Vicki Files.

h. Acceptance of Bison Curve public infrastructure and placing the maintenance bonds into effect.

i. Ratification of an agreement with Total Demolition Services, LLC for the demolition of the structure at 6 and 8 West Main Street.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve Consent Agenda Item Nos. 2(a-i). Motion carried 6-0-0.

AYE: Matthews, Odneal, Stephens, Sehorn, Richter, Shuler
NAY: None
ABSTAIN: None

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

Animal Control Officer Trel Meyers introduced Lisa, an approximately seven-to-eight (7-8) month-old female lab.

4. Presentation of the Fiscal Year 2023-2024 Annual Comprehensive Financial Report and Single Audit Report.

Mr. Kency Duarte with Arledge & Associates gave a presentation regarding the 2023-2024 Annual Comprehensive Financial Report and Single Audit Report.

5. Shawnee Forward Presentation.

Crystal Romanyszyn, Shawnee Forward President & CEO, provided a Shawnee Forward Presentation. Topics discussed included:

- Economic Development Pipeline
- Retail Recruitment Strategy
- Highlights of Past Year

6. Presentation of the Safe Streets for All (SS4A) Project.

Interim Community Development Director Petya Stefanoff introduced a video presentation by Halley Reeves with the University of Oklahoma. Topics discussed included:

- Safe Streets for All
- General Flow
- Existing Transportation Plans
- Community Engagement Plan
- Events Recap
- Responses So Far
- Website Walk Through
- Complete Survey

7. Public hearing for a request to rezone the property addressed as 316 North Kimberly Avenue from R-1 (Low Density Residential District) to R-3 (High Density Residential District).
   Case No. RZ05-25 | Applicant: Ethan Acock, Acock Properties LLC

Interim Community Development Director Petya Stefanoff stated that the owner and applicant are requesting to rezone the property to develop multifamily housing. The Planning Commission and Staff recommend denial.

Mayor Stephens declared a public hearing in session to consider a request to rezone the property addressed as 316 North Kimberly Avenue from R-1 (Low Density Residential District) to R-3 (High Density Residential District). No one appeared in favor of or against the rezoning. The public hearing was closed.

8. Consideration of an ordinance to rezone the property addressed as 316 North Kimberly Avenue from R-1 (Low Density Residential District) to R-3 (High

Density Residential District).
Case No. RZ05-25 | Applicant: Ethan Acock, Acock Properties LLC

Discussion was held between the Commission and Staff.
No action was taken.

9. Public hearing for a request to rezone a portion of the property addressed as 3901 North Kickapoo Street from R-3 (High Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ06-25 | Applicant: Paul Bass & Landes Engineering

Interim Community Development Director Petya Stefanoff stated that the owner and applicant are requesting to rezone the property to rebuild the structures with the intent to sell them to interested businesses. The Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider a request to rezone a portion of the property addressed as 3901 North Kickapoo Street from R-3 (High Density Residential District) to C-2 (Regional Commercial District). Mr. Paul Bass appeared in favor of the rezoning. No one appeared against the rezoning. The public hearing was closed.

10. Consideration of an ordinance to rezone a portion of the property addressed as 3901 North Kickapoo Street from R-3 (High Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ06-25 | Applicant: Paul Bass & Landes Engineering

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve an ordinance to rezone a portion of the property addressed as 3901 North Kickapoo Street from R-3 (High Density Residential District) to C-2 (Regional Commercial District).

Ordinance No. 2822NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PART OF LOTS ONE (1) THRU FIVE (5), AND LOTS FOURTEEN (14) THRU TWENTY-THREE (23), AND COMMON AREAS, ALL IN BLOCK ONE (1), NORTHCREEK MANOR, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT

THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (SW/C-NW/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S89°57'12"E A DISTANCE OF 50.00 FEET, TO THE SOUTHWEST CORNER (SW/C) OF SAID NORTHCREEK MANOR; THENCE N00°01'30"E ALONG THE WEST LINE OF SAID NORTHCREEK MANOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°01'30"E ALONG SAID WEST LINE A DISTANCE OF 335.00 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID NORTHCREEK MANOR; THENCE S89°57'12"E ALONG THE NORTH LINE OF SAID NORTHCREEK MANOR A DISTANCE OF 121.43 FEET; THENCE S00°01'30"W AND PARALLEL TO THE WEST LINE OF SAID NORTHCREEK MANOR A DISTANCE OF 178.00 FEET; THENCE S44°58'30"E A DISTANCE OF 25.14 FEET; THENCE S00°01'30"W AND PARALLEL TO THE WEST LINE OF SAID NORTHCREEK MANOR A DISTANCE OF 139.23 FEET; THENCE N89°57'12"W AND PARALLEL TO THE NORTH LINE OF SAID NORTHCREEK MANOR A DISTANCE OF 139.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.99 ACRES, MORE OR LESS, AND SUBJECT TO ALL RECORDED EASEMENTS AND RIGHTS OF WAY THEREOF. FROM ZONING CLASSIFICATION R-3 (HIGH DENSITY RESIDENTIAL DISTRICT) TO C-2 (REGIONAL COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0-0.

AYE: Matthews, Sehorn, Stephens, Shuler, Odneal, Richter
NAY: None
ABSTAIN: None

11. Public hearing for a request to rezone the property addressed as 1301 East Independence Street from R-1 (Low Density Residential District) to C-1 (Local Commercial District).
    Case No. RZ07-25 | Applicant: Kenneth & Terry Gober, Aspire Equity Holdings LLC

Interim Community Development Director Petya Stefanoff stated the owner and applicant are requesting to rezone the property to turn the existing building into a virtual gaming studio, specifically for virtual golfing. The Planning Commission recommended approval. Staff recommend denial.

Mayor Stephens declared a public hearing in session to consider a request to rezone the property addressed as 1301 East Independence Street from R-1 (Low Density Residential District) to C-1 (Local Commercial District). Mr. Kenneth Gober and Mr. Sam Ehtisham appeared in favor of the rezoning. No one appeared against the rezoning. The public hearing was closed.

12. Consideration of an ordinance to rezone the property addressed as 1301 East Independence Street from R-1 (Low Density Residential District) to C-1 (Local Commercial District).
    Case No. RZ07-25 | Applicant: Kenneth & Terry Gober, Aspire Equity Holdings LLC

Discussion was held between the Commission and Staff.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve an ordinance to rezone the property addressed as 1301 East Independence Street from R-1 (Low Density Residential District) to C-1 (Local Commercial District).

Ordinance No. 2823NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THOMPSON HEIGHTS BLOCK 5 LOT 38 & ALL OF LOT 39. FROM ZONING CLASSIFICATION R-1 (LOW DENSITY RESIDENTIAL DISTRICT) TO C-1 (LOCAL COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0-0.

AYE: Matthews, Sehorn, Stephens, Shuler, Odneal, Richter
NAY: None
ABSTAIN: None

13. Consider Bid(s):

    a. Shawnee Sewer Bursting FY 26, Project No. 25-119

Director of Engineering Seth Barkhimer announced that three (3) bids were received. Staff recommends awarding the Base Bid and Add Alternate No. 2 to Jordan Contractors, LLC, of Tecumseh, Oklahoma, for the total amount of Two Million Ninety-Four Thousand Sixty Dollars ($2,094,060.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Matthews, to award the Shawnee Sewer Bursting FY 26, Project No. 25-119, to Jordan Contractors, LLC in the amount of Two Million Ninety-Four Thousand Sixty Dollars ($2,094,060.00), which includes the Base Bid and Add Alternate No. 2. Motion carried 6-0-0.

AYE: Sehorn, Matthews, Shuler, Odneal, Stephens, Richter
NAY: None
ABSTAIN: None

14. Acknowledge Monthly Sales Tax Report.

City Manager Mark Simpson reported sales tax collections are down Three Thousand Two Hundred Forty-Two Dollars ($3,242.00) or Zero Point One Three Percent (0.13%), below the projected budget year-to-date. She stated that use tax collections are up Forty-Five Thousand Seven Hundred Sixteen Dollars ($45,716.00) or Ten Point Six Three Percent (10.63%), above the projected budget year-to-date.

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

There was no new business.

16. Commissioners Comments

The Commission wished everyone a Merry Christmas and happy holiday season. They also asked everyone to shop local.

Vice Mayor Matthews commented on the Shop With a Cop event and the Christmas parade.

Commissioner Shuler commented on Winter Wonderland.

Commissioner Odneal commented on the Shawnee Forward and Safe Streets for All presentations.

Mayor Stephens commented on the Christmas parade and Winter Wonderland.

Commissioner Sehorn commented on economic development, the budget, and the Christmas parade.

Commissioner Richter commented on the Safe Streets for All survey.

17. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum.

City Attorney Joe Vorndran provided a Staff report. Staff recommend no action on this item. He stated when information is provided, Staff will call for an executive session to disclose that information.

No action was taken.

18. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum.

No action was taken.

19. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:25 p.m.)

_____
ERIC STEPHENS, MAYOR

ATTEST:

_____
LISA LASYONE, MMC
CITY CLERK

PLANNING COMMISSION MINUTES
DATE: December 3, 2025
MINUTES

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on December 3, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Barrett called the meeting to order at **1:31 p.m.** City Planner Diana Hood called Roll and stated a quorum was present.

The following Commissioners were present:
Present: Burrell, Johnson, Hayes, Barrett, Reese, Porter, Alexander (Item 2)
Absent:
Vacant:

Item 1. Consideration of approval of the minutes from the regular meeting on November 5, 2025.

Chair Barrett asked for questions or corrections to the minutes. Vice Chair Johnson made a motion to **Approve** the minutes, which Commissioner Reese seconded.
Motion **passed 6-0-0**.
Aye: Porter, Reese, Barrett, Hayes, Johnson, Burrell
Nay: None
Abstain: None

Item 2. Consideration of appointment of a Shawnee Planning Commission board member to serve as a representative to the Shawnee Downtown Revitalization Project Review Committee.

Petya Stefanoff, Interim Community Development Director addresses the Commission stating that the Shawnee Downtown Revitalization Project Review Committee periodically meets to review the Downtown Revitalization Plan, and that a representative from the Planning Commission must be part of the Committee. She continues, stating that the last time the Committee met was in 2017, and she has provided copies of the ordinance establishing the Committee for their review. She explains the propose of the Committee, and what other groups will have a representative.

After some discussion among the Commissioners, Vice Chair Johnson is nominated to be the Planning Commission representative on the Shawnee Downtown Revitalization Project Review Committee.

Item 3. Public Hearing and Consideration of a request to Rezone the property at 316 N Kimberly Ave from R-1 (Low Density Residential) to R-3 (High Density Residential).
Case No. RZ05-25 | Applicant: Ethan Acock, Acock Properties LLC

City Planner Diana Hood presents the staff report and asks if there are any questions for staff. Seeing none, Chair Barrett opens the public hearing and asks if there is anyone in attendance wishing to speak on the item. Seeing none, Chair Barrett closes the public hearing and calls for a discussion or motion.

The Commissioners discuss the differences between the desired zoning, R-3, and the R-2 zoning district, and what may be the most appropriate for the area.

Commissioner Reese made a motion to recommend **DENIAL** of **Case No. RZ05-25**, which Commissioner Porter seconded.
Motion **passes 5-2-0**
Aye: Alexander, Porter, Reese, Hayes, Burrell
Nay: Barrett, Johnson
Abstain: None

Item 4. Public Hearing and Consideration of a request to Rezone a portion of the property addressed as 3901 N Kickapoo St from R-3 (High Density Residential) to C-2 (Regional Commercial).
Case No. RZ06-25 | Applicant: Paul Bass & Landes Engineering

City Planner Diana Hood presents the staff report and asks if there are any questions for staff. Commissoner Reese asks regarding the intent for the section of property up for rezoning, and Ms. Hood responds that the applicant has stated they wish to sell the tract to a business.

Commissioner Porter asks if there is a current estimate on how much R-3 zoning is present within City Limits, and how that compares to Commercial districts. Ms. Hood states that she does not have that information, but it can be accumulated and presented at a later date. Commissioner Burrell asks to clarify how much of the property and what exact portion of it is being rezoned.

Chair Barrett opens the public hearing and asks if there is anyone in attendance wishing to speak on the item. Seeing none, Chair Barrett closes the public hearing and calls for a motion.

Seeing none, Chair Barrett opens the public hearing and asks if there is anyone in attendance wishing to speak on the item. Seeing none, Chair Barrett closes the public hearing and calls for a discussion or motion.

Vice Chair Johnson moves to **APPROVE** Case No. **RZ06-25** as presented, and Commissioner Porter seconds.
Motion **passes 7-0-0**
Aye: Alexander, Porter, Reese, Barrett, Hayes, Johnson, Burrell
Nay: None
Abstain: None

Item 5. Public Hearing and Consideration of a request to Rezone the property addressed as 1301 E Independence St from R-1 (Low Density Residential) to C-1 (Local Commercial).
Case No. RZ07-25 | Applicant: Kenneth & Terry Gober, Aspire Equity Holdings LLC

Ms. Hood presents the staff report and asks if there are any questions for staff. Commissioner Burrell asks what the restrictions are for the C-1 district. Ms. Hood responds that C-1 has a smaller amount of allowed uses and is meant for lower intensity commercial uses, but fundamentally the allowed uses would be commercial in nature.

Chair Barrett asks if the desired use would need a Conditional Use Permit, and Ms. Hood responds that while there isn't a specific land use category for a virtual video game business, the intensity of use and amount of anticipated traffic would but it in the same category as Retail Sales or Personal Services, both of which are allowed by right in the C-1 zoning district.

Seeing no more questions for staff, Chair Barrett opens the public hearing. Sammy Entisham, the applicant, approaches and states that the existing building does not have the full bathroom that would be needed to use the building as a residence, but would support staff. Chair Barrett asks about the parking, and Mr. Entisham responds that the building is small and would not be able to accommodate more than 15 to 20 people at a time, so parking is not a concern.

Commissioner Reese asks if the business is relocating from somewhere else in the city, Mr. Entisham responds that this will be a new business. Commissioner Porter asks if there are any plans for outside activities, and the applicant responds in the negative.

Commissioner Burrell comments that if the business were to fail, the C-1 zoning would remain, allowing a different business to enter that might not be as low-intensity as the current proposal. Chair Barrett asks the Commission if there are any further questions for the applicant. Seeing none, he invites others in attendance to approach and make public comment.

Mr. Steven Yones approaches and states that he has major concerns about the traffic, since the elementary school is a block away, and traffic is already an issue. Mr. Entisham interjects that his specific business proposal is for a virtual

golf course, and would be open by appointment only 24/7. Mr. Yones voices concerns about such long operating hours and about potential nuisances from those hours that may result in police interference becoming necessary.

Next, Mr. Jeff Faton approaches and echoes the previous comments, stating that he objects because of the proximity to the school, the traffic impact, and the fact that other uses would be allowed that could negatively impact the neighborhood should the proposed business fail. He also has concerns for the safety of the children who walk to school.

Next, Mrs. Crystal Walk approaches and comments that there is already a significant problem with the traffic during the school pick-up and drop-off times, and echoes the concern regarding the safety of the children who walk to school.

Next, Mrs. Jessica Yones approaches and remarks that she agrees with all the previous concerns, and also notes that similar businesses serve alcohol. She continues, stating that alcohol sales would increase the risk to safety due to the presence of many children in the neighborhood, as well as presenting the opportunity of underage drinking.

Chair Barrett asks if there is anyone who wishes to speak in favor of the item, and Mr. Kenneth Gober, who is the property owner, approaches. He states that without this business, the building will sit vacant and become a blight on the neighborhood.

Chair Barrett closes the public hearing and calls for discussion. Chair Barrett notes that he is familiar with the neighborhood and walks by the subject property often. He continues to say that he does not wish to see a building sit vacant and fall into disrepair, and that exact problem is also present in the Downtown area. He also notes that the desired zoning is present a few blocks away from the subject property, so while it is not in the property's immediate vicinity it is still present nearby.

Vice Chair Johnson moves to **APPROVE** Case No. **RZ07-25** as presented, and Commissioner Hayes seconds.
Motion **passes 6-1-0**
Aye: Alexander, Porter, Reese, Barrett, Hayes, Johnson, Burrell
Nay: Reese
Abstain: None

Chair Barrett notes for the public that there will be another public hearing at the City Commission meeting on December 15th.

Item 6. Community Development Department Update

Interim Community Development Director Petya Stefanoff notes that the City has been doing walk audits regularly for the Safe Streets for All initiative, and that the Community Development Department wishes to continue those audits, placing priority on areas near schools. She states that the goal is to have one walk audit per month, and that staff will pick a week to host the audit and as more information on the weather conditions becomes available, the day with the most favorable conditions will be chosen.

Item 7. Planning Commissioners' Comments

Commissioner Alexander notes that OBU is hosting a Gingerbread Village for the holiday season and encourages the public to attend. Commissioner Porter comments that the Shawnee Mission and the Salvation Army are in short staff and short on funds, and he encourages the public to volunteer. He continues to state that warm clothing items are always in short supply at the donation centers. Chair Barrett thanks the public in attendance for their participation. Vice Chair Johnson notes that there are several holiday events occurring in the Downtown area for the public to attend.

Item 8. Adjournment

The meeting adjourned at **2:35 p.m.**

Chair/Vice-Chair

7 Jan 26
Date

Interim Community Development Director

1-7-26
Date

Entity Report

12/01/2025 - 12/31/2025

Payment Date	Name	Payment Type	Receipt #	Payment Amount
12/31/2025	SIGNS & WONDERS, LLC	IBX CC	4910	75.00
12/31/2025	FPS, LLC	Check	4909	1,899.00
12/31/2025	JOHN BRACKLEIN	Check	4908	824.00
12/31/2025	OASIS LAWNCARE SYSTEMS LLC	Check	4907	25.00
12/31/2025	SHAWVER & SON INC	Check	4906	75.00
12/31/2025	JOSHUA KOCH	IBX CC	4905	2,424.00
12/31/2025	TRI-TECH ELECTRIC, INC	IBX CC	4904	100.00
12/30/2025	STACIE BROWN	Check	4903	15.00
12/30/2025	PRUETT FAMILY REVOCABLE TRUST	Check	4902	250.00
12/29/2025	POWERHOUSE RETAIL SERVICES LLC	IBX CC	4901	75.00
12/29/2025	BATH FITTERS	Check	4900	75.00
12/29/2025	HAIDAR'S REFRIGERATION INC	Check	4899	100.00
12/29/2025	DINO WEED CONTROL LLC	Check	4898	25.00
12/29/2025	MARY BORUM	Check	4897	15.00
12/29/2025	MICHAEL KENSELL	Check	4896	824.00
12/29/2025	$ - LESLIE JEFFERSON & RONALD JEFFERSON	Check	4895	808.00

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12/29/2025	VENTEC MECHANICAL	IBX CC	4894	100.00
12/23/2025	PQ PLUMBING	IBX CC	4893	100.00
12/23/2025	SCOTT LACKEY	Check	4892	808.00
12/23/2025	RETHFORD ELECTRIC	Check	4891	75.00
12/22/2025	CASEY & THERESA KING	Check	4890	15.00
12/22/2025	$ - OKLAHOMA SEPTIC & CELLAR, LLC	Check	4889	75.00
12/22/2025	EZPAWN 30107	Check	4888	25.00
12/22/2025	SHAWNEE WINGS dba BUFFALO WILD WINGS	Check	4887	905.00
12/19/2025	$ - JOHN & JASON HAYS	Check	4886	824.00
12/19/2025	SHEPHERD ELECTRICAL CONSTRUCTION CO	IBX CC	4885	100.00
12/19/2025	1-800-PLUMBER & AIR OF YUKON	IBX CC	4884	100.00
12/18/2025	SIGN FACTORY LLC	IBX CC	4883	75.00
12/17/2025	ROBERT JONES ELECTRIC	IBX CC	4882	100.00
12/17/2025	LR1 ELECTRIC SOLUTIONS	Check	4881	100.00
12/17/2025	BARBARA MALSKE REVOCABLE TRUST	Check	4880	250.00
12/17/2025	JACOB KITSMILLER	IBX CC	4879	15.00

12/17/2025	PRUETT FAMILY REVOCABLE TRUST	Check	4878	808.00
12/17/2025	ARIZONA SOLAR SOLUTIONS, INC dba SUNTRIA	IBX CC	4877	75.00
12/16/2025	SUMMIT LOCATIONS LLC	Check	4876	75.00
12/16/2025	IRWIN SEPTIC LLC	IBX CC	4875	75.00
12/15/2025	WD RANCH SERVICES	Check	4874	75.00
12/15/2025	RAFTER G ELECTRICAL, LLC	Check	4873	75.00
12/15/2025	BIGGS BACKHOE INC	Check	4872	75.00
12/12/2025	$ - JACKSON PLUMBING	IBX CC	4871	75.00
12/10/2025	ARMSTRONG PEST CONTROL	IBX CC	4870	25.00
12/10/2025	FIRESTORM SEPTICS AND SHELTERS	Check	4869	75.00
12/10/2025	FIRESTORM SEPTICS AND SHLETERS	Check	4868	75.00
12/10/2025	$ - MIDWEST WRECKING	IBX CC	4867	75.00
12/8/2025	AARON SALES & LEASE #C0661	Check	4866	15.00
12/8/2025	MARGARET MANOR ELDERLY HOUSING	Check	4865	15.00
12/8/2025	TRUGREEN-CHEMLAWN	Check	4864	25.00

12/8/2025	TIMOTHY ROBERTS ELEC / HVAC	IBX CC	4863	75.00
12/8/2025	$ - CLAYTON SIGNS, INC	IBX CC	4862	75.00
12/8/2025	OKIE SOLAR	IBX CC	4861	100.00
12/8/2025	CECILIA ENGEL & BENJAMIN D'AMICO	Check	4860	808.00
12/8/2025	CDL ELECTRIC COMPANY, INC	Check	4859	75.00
12/4/2025	ERIC'S PLUMBING LLC	IBX CC	4858	75.00
12/4/2025	see notes - ADVANCED ELECTRICAL TECHNOLOGIES LLC	Check	4857	75.00
12/4/2025	SHAWNEE SPINE	IBX CC	4856	50.00
12/3/2025	ANH CONSTRUCTION LLC	Check	4855	75.00
12/3/2025	BONRAY REAL ESTATE, LLC	Check	4854	15.00
12/3/2025	KELVIN ELECTRIC	IBX CC	4853	75.00
12/2/2025	NEAL'S LAWN SERVICE LANDSCAPING LLC	Cash	4852	75.00
12/2/2025	NEAL'S LAWN SERVICE LANDSCAPING LLC	Cash	4851	25.00
12/2/2025	BRADYS COUNTRY CRAFTS	IBX CC	4850	50.00
12/2/2025	BEAUTY BARN LLC dba BEAUTYCO	Check	4849	50.00

12/2/2025	DALE'S PLUMBING	IBX CC	4848	75.00
12/1/2025	SIGNET GROUP SERVICES ATTN SHELBY BLAIR	Check	4847	15.00
				14,702.00

Total Records: 64 **1/5/2026**

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Monthly - City Clerk

12/01/2025 - 12/31/2025

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20251500	12/31/2025	P - Plumbing	2323 TROON EAST	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	$54.50
20251499	12/31/2025	P - Plumbing	4001 N CHAPMAN	VETERANS PLUMBING SERVICES LLC	SEWER LINE REPAIR	0	0	$54.50
20251498	12/31/2025	E - Electrical	3306 N KICKAPOO SUITE 200	TRI-TECH	MODIFY EXISTING ELECTRICAL	0	0	$54.50
20251497	12/31/2025	E - Electrical	917 JEFFERSON PL	MISTER SPARKY	CHANGE OUT	0	0	$54.50
20251496	12/31/2025	P - Plumbing	1132 N BROADWAY AVE	AIR COMFORT SOLUTIONS	REPLACE / REPAIR	0	0	$54.50
20251495	12/31/2025	E - Electrical	12 ROCK HOLLOW RD	MISTER SPARKY	REPLACE EXISTING	0	0	$54.50
20251494	12/31/2025	O - Paving Cut and Boring	27 RICE RD	B & H Construction	SERVICE LINE	0	0	
20251493	12/30/2025	B - Commercial -	1102 W MACARTHUR	ERNEST CARRACO	REMODEL	298,600	100	$29.50
20251492	12/30/2025	F - Burn	N BRYAN	BRYCE HOLLAND	BURN PERMIT	0	0	$29.50
20251491	12/30/2025	O - Curb Cut, Driveway and	814 BONITA AVE	ACOCK PROPERTIES	REPLACE EXISTING	0	0	$50.00
20251490	12/30/2025	F - Burn	33904 LAKE RD	BOBBY HOLMES	BURN PERMIT	0	0	$29.50

20251489	12/29/2025	P - Plumbing	1414 N PHILADELPHIA	KENNEDY PLUMBING	GAS TEST	0	0	$54.50
20251488	12/29/2025	P - Plumbing	11 DELAWARE	KENNEDY PLUMBING	GAS TEST	0	0	$54.50
20251487	12/29/2025	M - Mechanical	3306 N KICKAPOO SUITE 200	HAIDAR'S REFRIGERATION INC	REPLACE EXISTING	0	0	$54.50
20251486	12/29/2025	M - Mechanical	201 E 45TH ST	VENTEC MECHANICAL	NEW INSTALLATION	0	0	$104.50
20251485	12/29/2025	B - Residential New	208 OUTLANDER WAY	JAMES HAMMONS	new residential	277,830	2,967	$1,471.25
20251484	12/23/2025	O - Paving Cut and Boring	1132 N BROADWAY AVE	AIR COMFORT SOLUTIONS	STREET CUT	0	0	$60.00
20251483	12/23/2025	B - Solar Panels	534 N IONE AVE	MAYER SOLAR	NEW	53,950	273	$62.51
20251482	12/23/2025	E - Electrical	534 N IONE AVE	MAYER SOLAR LLC	NEW	53,950	273	$54.50
20251481	12/22/2025	F - Hood Suppression System	4901 N KICKAPOO SUITE 6705	FIRE EXTINGUISHER SALES & SERVICE CO	NEW INSTALLATION	7,200	120	$104.50
20251480	12/22/2025	M - Mechanical	29 E DRUMMOND	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0	0	$84.50
20251479	12/22/2025	P - Plumbing	922 E INDEPENDENCE	DALE'S PLUMBING	MISCELLANEOUS	0	0	$54.50
20251478	12/22/2025	F - Hood Suppression System	13 W 45TH ST SUITE 100	ACCURATE FIRE EQUIPMENT	REMODEL	5,000	0	$104.50

20251477	12/19/2025	O - Paving Cut and Boring	2102 N BRYAN AVE	B & H CONSTRUCTION	BORING	0	0	
20251476	12/19/2025	O - Paving Cut and Boring	1001 N KENNEDY - TENNIS COURT	B & H CONSTRUCTION	BORING	0	0	
20251475	12/18/2025	M - Mechanical	13 TIMBER CREEK DR	AIR COMFORT SOLUTION	CHANGE OUT	0	0	$74.50
20251474	12/18/2025	M - Mechanical	2505 OVAL DR	JACKSON MECHANICAL SERVICES	NEW INSTALLATION	0	0	$54.50
20251472	12/18/2025	P - Plumbing	11 W 45TH ST UNIT 100	IN AND OUT PLUMBING	NEW INSTALLATION	0	0	$54.50
20251471	12/18/2025	P - Plumbing	13 W 45TH ST SUITE 400	IN AND OUT PLUMBING	NEW INSTALLATION	0	0	$54.50
20251470	12/18/2025	P - Plumbing	13 W 45TH ST SUITE 300	IN AND OUT PLUMBING	NEW INSTALLATION	0	0	$54.50
20251469	12/18/2025	P - Plumbing	13 W 45TH ST SUITE 200	IN AND OUT PLUMBING	NEW INSTALLATION	0	0	$54.50
20251468	12/18/2025	P - Plumbing	13 W 45TH ST SUITE 100	IN AND OUT PLUMBING	NEW INSTALLATION	0	0	$54.50
20251467	12/18/2025	B - Solar Panels	227 W FRANKLIN	MAYER SOLAR LLC	NEW	5,000	252	$65.61
20251466	12/18/2025	E - Electrical	227 W FRANKLIN	MAYER SOLAR LLC	NEW	5,000	0	$54.50
20251465	12/18/2025	E - Electrical	1606 N BROADWAY AVE	MAYER SOLAR	SOLAR	5,000	0	$54.50

20251464	12/18/2025	B - Solar Panels	1606 N BROADWAY AVE	MAYER SOLAR LLC	NEW	5,000	273	$62.51
20251463	12/18/2025	P - Plumbing	8701 N HARRISON	DAN FOSS		0	0	$54.50
20251462	12/17/2025	E - Electrical	13 W 45TH ST SUITE 100	BLACK STAR ELECTRICAL	BRANCH CIRCUIT WIRING	0	0	$54.50
20251461	12/17/2025	F - Burn	15028 DRUMMOND RD	ROBERT BATEMAN	BURN PERMIT	0	0	$29.50
20251460	12/17/2025	E - Electrical	11 OAK HILL	BOB'S ELECTRIC	REMODEL	0	0	$54.50
20251459	12/16/2025	P - Plumbing	4 TERRA LN	JIMMY'S PLUMBING	REPLACE EXISTING	0	0	$54.50
20251458	12/16/2025	P - Plumbing	1216 N PESOTUM	DALE'S PLUMBING	REPLACE EXISTING	0	0	$54.50
20251457	12/16/2025	E - Electrical	23 W GEORGIA	MAYER SOLAR LLC	NEW INSTILATION	0	0	$104.50
20251456	12/16/2025	B - Solar Panels	23 W GEORGIA	MAYER SOLAR LLC	NEW INSTILATION	4,980	294	$66.98
20251455	12/16/2025	O - Paving Cut and Boring	626 HONEY SPRINGS LN	B & H CONSTRUCTION	ROAD BORE	0	0	
20251454	12/16/2025	O - Paving Cut and Boring	619 HONEY SPRINGS LN	B & H CONSTRUCTION	ROAD BORE	0	0	
20251453	12/16/2025	O - Paving Cut and Boring	621 TRAILS END DR	B & H CONSTRUCTION	ROAD BORE	0	0	
20251452	12/15/2025	B - Residential New	200 SHAVANO ST	GREG BROWN HOMES LLC	NEW CONSTRUCTION	380,000	3,218	$1,668.33

20251451	12/15/2025	B - Residential New	4533 RED BIRD RD	BRYAN LITTLE	NEW CONSTRUCTION	343,545	3,059	$1,634.54
20251450	12/15/2025	F - Fire Alarm / Smoke	2501 RALEY DR	HIGH-TECH-TRONICS	REPLACE EXISTING	78,417	59,730	$1,299.10
20251449	12/15/2025	F - Burn	1049 E 39TH	LAWRENCE EPPLE	BURN PERMIT	0	0	$29.50
20251448	12/15/2025	B - Residential Remodel	623 N TUCKER	JASON DUNNING	ABATEMENT	100	0	$29.50
20251447	12/15/2025	O - Sign	602 N BROADWAY	ALICIA DAVIS	SIGN	0	0	$50.00
20251446	12/15/2025	O - Demolition and Moving	1135 E FARRALL ST	R2R Construction International	DEMOLITION	0	0	$50.00
20251445	12/12/2025	O - Demolition and Moving	1345 E ADA	TRIPLE C DOZER	DEMOLITION	0	0	$50.00
20251444	12/12/2025	B - Residential Remodel	416 N ELM	NOLEN INVESTMENTS	REMODEL	45,000	640	$140.50
20251443	12/10/2025	PC - Zoning Change	4731 N UNION	Mark Zitzow, J&A	Rezoning Union Ave Townhomes	0	0	$350.00
20251442	12/10/2025	B - Roof Redeck	1800 LANTANA CT	LAKESIDE ROOFING	REPLACE EXISTING	23,393	0	
20251441	12/10/2025	O - Sign	2513 N HARRISON AVE	SIGN FACTORY	REPLACE EXISTING	0	0	$50.00
20251440	12/10/2025	P - Plumbing	4901 N KICKAPOO SUITE 6705	HARDIN FAMILY PLUMBING	ADD ON	0	0	$54.50
20251439	12/10/2025	F - Burn		JACK BARRETT	BURN PERMIT	0	0	$29.50
20251438	12/10/2025	E - Electrical	603 W INDEPENDENCE	CONCEPT ELECTRIC	MISCELLANEOUS	0	0	$54.50
20251437	12/10/2025	E - Electrical	315 W 9TH ST	CONCEPT ELECTRIC	MISCELLANEOUS	0	0	$54.50

20251436	12/9/2025	O - Demolition and Moving	3200 N BELL AVE	RGB3, LLC	DEMOLITION	0	0	$50.00
20251435	12/9/2025	B - Commercial -	8701 N HARRISON	WD RANCH SERVICES	ADD ON - DANFOSS	10,900	360	$94.50
20251434	12/9/2025	O - Paving Cut and Boring	321 S AYDELOTTE AVE	B & H CONSTRUCTION	ROAD BORE	0	0	
20251433	12/9/2025	E - Electrical	2501 RALEY DR	JESSE LEWIS INC	NEW SERVICE	0	0	$154.50
20251432	12/9/2025	M - Mechanical	2317 TROON CIR	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	$164.50
20251431	12/9/2025	P - Plumbing	1014 JEFFERSON PL	HARDIN FAMILY PLUMBING	ADD ON	0	0	$54.50
20251430	12/9/2025	B - Accessory Structure	17308 MAGNINO RD	GOLDNER DOCK CONSTRUCTION, LLC	NEW CONSTRUCTION	50,000	720	$54.50
20251429	12/8/2025	B - Roof Redeck	1901 E CHANDLER DR	CAMOUFLAGE ROODING	REPLACE EXISTING	18,947	0	$50.00
20251428	12/8/2025	O - Sign	1445 N KICKAPOO AVE	SIGNWORKS	WALL SIGN	500	16	$50.00
20251427	12/8/2025	F - Burn	536 N POTTENGER AVE	RENATA MONTGOMERY	BURN PERMIT	0	0	$29.50
20251426	12/8/2025	M - Mechanical	2501 RALEY DR	GOFORTH PLUMBING	CHANGE OUT	0	0	$9,204.50
20251425	12/8/2025	M - Mechanical	611 N HOBSON	LUCKY DAY HVAC	REPLACE CONDENSER	0	0	$54.50
20251424	12/8/2025	M - Mechanical	609 N HOBSON	LUCKY DAY HVAC	REPLACE CONDENSER	0	0	$64.50

20251423	12/8/2025	B - Carport	1103 N TUCKER	STAR METAL BUILDING CARPORTS LLC	NEW CONSTRUCTION	0	600	
20251422	12/8/2025	M - Mechanical	1014 JEFFERSON PL	TIMOTHY ROBERTS	BATH ADD ON	0	0	$54.50
20251421	12/8/2025	E - Electrical	1014 JEFFERSON PL	TIMOTHY ROBERTS	BATH ADD ON	0	0	$54.50
20251420	12/8/2025	F - Operational Permit	1700 W INDEPENDENCE ST	OUTLAW MOTOR SPORTS	OPERATIONAL PERMIT	0	0	
20251419	12/8/2025	P - Plumbing	2501 RALEY DR	GOFORTH PLUMBING	CHANGE OUT	0	0	$54.50
20251418	12/5/2025	F - Burn	321 S MCKINLEY	Phil Brannon		0	0	$25.00
20251417	12/4/2025	E - Electrical	1414 N PHILADELPHIA	GROVE ELECTRICAL SOLUTIONS	RE-PERMIT	0	0	$54.50
20251416	12/4/2025	B - Storm Shelter	1408 CLAIRE CT	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	5,900	63	$29.50
20251415	12/4/2025	B - Commercial - Remodel	4901 N KICKAPOO AVE #1414	SHERRILL CONSTRUCTION	REMODEL	850,000	13,863	$29.50
20251414	12/3/2025	B - Accessory Structure	16504 STEVENS RD	DAKE POST FRAME	NEW CONSTRUCTION	3,300	1,200	$259.50
20251413	12/3/2025	O - Demolition and Moving	131 S PENNSYLVANIA	ANH CONSTRUCTION LLC	DEMOLITION	0	0	
20251412	12/3/2025	B - Residential Multi Family	406 W HIGHLAND #B	CHUCK HARBERT	NEW CONSTRUCTION	1,000	1,488	$1,320.70

20251411	12/3/2025	B - Residential - Multi Family	406 W HIGHLAND #A	CHUCK HARBERT	NEW CONSTRUCTION	1,000	1,488	$1,320.70
20251410	12/3/2025	M - Mechanical	1900 W MACARTHUR ST	6-L MECHANICAL	GAS LINE - BENEDICTINE	0	0	$54.50
20251409	12/3/2025	M - Mechanical	1900 W MACARTHUR ST	6-L MECHANICAL	GAS LINE - ROCKWOOD	0	0	$54.50
20251408	12/3/2025	M - Mechanical	1220 INVERNESS CIR	AIRCO SERVICE	NEW INSTALLATION	0	0	$54.50
20251407	12/3/2025	E - Electrical	302 E 40TH	FULL SPEED ELECTRIC	MISCELLANEOUS	0	0	$54.50
20251406	12/3/2025	E - Electrical	609 N HOBSON	YARDY ELECTRIC	REMODEL	0	0	$129.50
20251405	12/3/2025	P - Plumbing	4105 N AYDELOTTE	STANLEY PLUMBING SERVICES, LLC	GAS METER RESET	0	0	
20251404	12/3/2025	P - Plumbing	11 W RIDGEWOOD	HARDINS FAMILY PLUMBING	REMODEL	0	0	$54.50
20251403	12/2/2025	B - Commercial -	11 W 45TH ST UNIT 200	JRDN LLC	REMODEL	6,400	1,470	$372.00
20251402	12/2/2025	B - Commercial -	11 W 45TH ST UNIT 100	JRDN LLC	REMODEL	90,000	1,340	$339.50
20251401	12/2/2025	P - Plumbing	22 E BURNS & 1007,1009 N BEARD	STANFIELD PLUMBING	REMODEL	0	0	$54.50
20251400	12/2/2025	E - Sewer Modification / Extension	4510 MARKETPLACE BLVD	TBD	NEW CONSTRUCTION	0	0	$150.00
20251399	12/2/2025	E - Water Modification / Extension	4510 MARKETPLACE BLVD	TBD	NEW CONSTRUCTION	0	0	$1,000.00

20251398	12/2/2025	E - Transportation Modification /	4510 MARKETPLACE BLVD	TBD	NEW CONSTRUCTION	0	0	$1,300.00
20251397	12/2/2025	P - Plumbing	204 E HIGHLAND ST	DALE'S PLUMBING	REPLACE EXISTING	0	0	$54.50
20251396	12/1/2025	B - Residential Remodel	25 E SEVERN	JIMMIE NORTON	REMODEL	50,000	1,400	
20251395	12/1/2025	E - Electrical	1401 E MACARTHUR ST	SHAWNEE ELECTRIC INC	RELOCATE SUBPANEL	0	0	$104.50
20251394	12/1/2025	O - Demolition and Moving	709 N KICKAPOO	WADES SERVICES	DEMOLITION	0	0	$50.00
20251393	12/1/2025	O - Demolition and Moving	705 N KICKAPOO	WADES SERVICES	DEMOLITION	0	0	$50.00
20251392	12/1/2025	F - Fire Suppression	4901 N KICKAPOO SUITE 6705	FIRETROL PROTECTION SYSTEMS	FIRE SUPPRESSION	14,200	2,500	$154.50
20251391	12/1/2025	O - Paving Cut and Boring	1102 W MACARTHUR	IRON ENERGY	ROAD BORE	0	0	$60.00
								$26,706.23

Total Records: 109

1/5/2026

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

Date: January 20, 2026

To: Board of City Commissioners

From: Kimberly Hoover, Finance Director

Subject: Budget amendments for Fiscal Year 2025 – 2026:

Background: A total budget amendment in the amount of $950,563.72 should be considered.

General Fund - The Code Enforcement's Demolition budget has been used for unseen demolitions in the city limits. City Staff is requesting to fund an increase by adding additional funding to Other Contractual Services. The amount of the appropriation is as follows:

- $100,000.00 – Other Contractual Services

2018 Capital Improvement Fund – The City of Shawnee Fire Department received a refund on an order for an E-One Rescue Pumper. The order wasn't completed, so the money was returned to the City of Shawnee Fire Department. The refund was posted to an incorrect fund. City Staff is requesting to transfer the funds from Fund 301 – Capital Improvement Fund to Fund 303 – 2018 Capital Improvement Fund for expenditures in FY26 for the Fire Department. The amount of the appropriation is as follows:

- $850,563.72 – Capital Outlay – Equipment

Financial Impact: See attached budget amendments.

Attachments:

Staff Recommendation: Approval of budget amendments.

CITY OF SHAWNEE
2025-2026 BUDGET AMENDMENT
GENERAL FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0520-53390			OTHER CONTRACTUAL SERVICES	9,193.00	100,000.00	109,193.00
							-
					-	-	-
					-	-	-
					9,193.00	**100,000.00**	**109,193.00**

Approved by the City Commission this

Explanation of Budget Amendment:

To fund an increase by adding additional funding for the Code Enforcement Demolition account.

Approved:

Mayor

Attest:

Posted By _____ Date _____ BA# _____ Pkt.# _____

City Clerk

CITY OF SHAWNEE
2025-2026 BUDGET AMENDMENT
2018 CAPITAL IMPROVEMENT FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0720-54500			CAPITAL OUTLAY - EQUIPMENT	1,027,616.61	(850,563.72)	177,052.89
303	5-0720-54500			CAPITAL OUTLAY - EQUIPMENT	-	850,563.72	850,563.72
					-	-	-
					-	-	-
					1,027,616.61	**-**	**1,027,616.61**

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate monies for the purchase of an E-One Rescue Pumper that was transferred into Fund 301 and should be Fund 303 for the Fire Department expenditures in FY26.

Approved:

Mayor _____

Attest:

Posted By _____ Date _____ BA# _____ Pkt.# _____

City Clerk _____

Community
Development
Department

City of Shawnee
OKLAHOMA

222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

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

Date: 1/20/2026	**License No.:** 7004
Type:	☐ Renewal ■ Transfer
Commission Meeting Date:	1/20/2026
Property Address	15111 Eckel Rd
Lake Site Location	Eckel Tract Lot 10
Lease Dates	01/20/2026 - 01/19/2056
Lease Fee	$824.00
Inspection Fee	**$75.00 Applicable:** ■ Yes ☐ No
Lessee (Transfer To)	
Name(s)	FPS Twin Lake, LLC
Address	15111 Eckel Rd, Shawnee, OK 74801
Email	fpstwinlake@gmail.com
Phone	405.659.0733
Current Lessee (Transfer From)	
Name(s)	Frank & Mary Sims
Address	15111 Eckel Rd, Shawnee, OK 74801
Email	frank@franksims.com
Phone	405.659.0733
Inspection Information	
Inspection Required	■ Yes ☐ No
DEQ Report on File	■ Yes ☐ No
Type of Septic	■ Conventional ☐ Aerobic
Last Inspected / Pumped	01/23/2025
Miscellaneous Comments	Lease Fee - $824.00 Transfer Fee - $1000.00 Inspection Fee - $75.00
Fees Collected	$1899.00 - Check 1524

Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 7004 **TRACT NAME** Eckel **LOT #** 10

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 01/20/2026 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

FPS TWIN LAKE, LLC,
15111 ECKEL RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **$824.00** dollars for **2026**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15111 ECKEL RD

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

_____
CITY CLERK

_____
PARTY OF THE SECOND PART

_____
PARTY OF THE SECOND PART

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

Date: January 20, 2026

To: Board of City Commissioners

From: Seth Barkhimer, Director of Engineering

Subject: Acknowledgment of Change Order No. 1 for Fire Station No. 3.

Background: This is a reconciliation change order at the end of the project. There was initially a plan to install an alerting system on the station after completion of the project. Towards the end of construction, the alerting system was added to the Construction Manager's scope.

Landmark added the alerting system for around $70,000 dollars. This addition used the remaining project contingency and left a balance of $6,833.29. This change order covers that balance and finalizes the project.

Financial Impact: $6,833.29; from 2018 Capital Improvement Fund, Capital Outlays - Buildings & Improvements - 303-5-0720-54200; Proj. No. C-21-04

Attachments: Fire Station No. 3 Change Order No. 1

Staff Recommendation: Approval of the item.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
City of Shawnee Fire Station No. 3
Shawnee, OK

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 16, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: December 19, 2025

OWNER: *(Name and address)*
City of Shawnee
16 West 9th Street,
Shawnee, Oklahoma 74801

ARCHITECT: *(Name and address)*
Brandstetter Carroll, Inc.
2360 Chauvin Dr.
Lexington, KY 40517

CONTRACTOR: *(Name and address)*
Landmark Construction Group, LLC
13301 N. Santa Fe Ave.
Oklahoma City, Oklahoma 73114

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This document serves to reconcile the use of the Contractor's and Owner's Contingencies as documented by the Contractor and by the Architect via Authorization Expenditure Authorizations, Meeting Minutes, and PCCOs. The Change Order sum below is a result of the revised scope cost of work exceeding the contract contingencies.

The original Contract Sum was	$ 1,747,431.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,747,431.00
The Contract Sum will be increased by this Change Order in the amount of	$ 6,833.29
The new Contract Sum including this Change Order will be	$ 1,754,264.29

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be October 21, 2025

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Monica Sumner, Chief Operating Officer, AIA #a08535	Matt Smith, Member	Mark Simpson, City Manager
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
12/19/2025	12/19/25	1-14-26
Date	*Date*	*Date*

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User Notes: (694327a7a90537ecce211db6)

LANDMARK
CONSTRUCTION GROUP, L.L.C.

PCCO #005

Landmark Construction Group
13301 N. Santa Fe Ave.
Oklahoma City, Oklahoma 73114
Phone: +14058438041

Project: 25-001 - Shawnee Fire Station #3
306 E MacArthur St.
Shawnee, Oklahoma 74804

Prime Contract Change Order #005: Reconciliation CO

TO:	**City of Shawnee** 16 W 9th St Shawnee, Oklahoma 74801	**FROM:**	**Landmark Construction Group, LLC** 13301 N. Santa Fe Ave. Oklahoma City, Oklahoma 73114
DATE CREATED:	12/15/2025	**CREATED BY:**	Matt Smith **(Landmark Construction Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Seth Barkhimer **(City of Shawnee)**	**REVIEWED BY:**	
DUE DATE:	12/19/2025	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Fire Station #3 Remodel and Addition	**TOTAL AMOUNT:**	$6,833.29

DESCRIPTION:
The alerting system was added to the GC's scope towards the end of the project with the understanding that if it takes us over our GMP, Shawnee would supplement the contract.

After all job costs were added including the alerting system, the project went over the GMP by $6,833.29

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
015	Reconciliation CO		$6,833.29
		Total:	$6,833.29

The original (Contract Sum)	$1,747,431.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$1,747,431.00
The contract sum would be changed by this Change Order in the amount of	$6,833.29
The new contract sum including this Change Order will be	$1,754,264.29
The contract time will not be changed by this Change Order.	

City of Shawnee
16 W 9th St
Shawnee, Oklahoma 74801

1-14-26
SIGNATURE **DATE**

Landmark Construction Group, LLC
13301 N. Santa Fe Ave.
Oklahoma City, Oklahoma 73114

Matt Smith 12/15/25
SIGNATURE **DATE**

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

Date: January 20, 2026

To: Board of City Commissioners

From: Mark Simpson, City Manager

Subject: Confirm and approve the City Manager's hiring of Kacie Eck as the City's Director of Utility Billing and Court Administration.

Background: I have extended an offer of employment to Kacie Eck to be the City's Director of Utility Billing and Court Administration, subject to approval by the City Commission. In accordance with Article V, Section 2 of the City Charter, the appointment of a Department Head shall not become effective until approved by the Board of Commissioners.

Kacie Eck began her career with the City of Shawnee in 2015 as the Deputy City Clerk and was promoted to Senior Deputy City Clerk in 2018. In this capacity, she assumed responsibility for overseeing field Utility Billing staff. In 2022, her responsibilities expanded to include oversight of the administrative functions of the Municipal Court. Kacie has earned her Certified Municipal Clerk (CMC) certification and also completed the Government Archives and Records Management (GARA) Certificate Program. She is currently pursuing her Master Municipal Clerk (MMC) designation through the International Institute of Municipal Clerks.

Kacie currently serves as Senior Deputy City Clerk and will continue in that role in addition to her new responsibilities.

Financial Impact: As budgeted.

Attachments:

Staff Recommendation: Approval of the recommendation with an effective date of January 20, 2026.

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

Date: January 20, 2026

To: Board of City Commissioners

From: Mark Simpson, City Manager

Subject: Confirm and approve the City Manager's hiring of Kevin Moore as the City's Director of Building and Engineering Services.

Background: I have extended an offer of employment to Kevin Moore to be the City's Director of Building and Engineering Services, subject to approval by the City Commission. In accordance with Article V, Section 2 of the City Charter, the appointment of a Department Head shall not become effective until approved by the Board of Commissioners.

Kevin began his career with the City of Shawnee in 2019 as a Commercial Inspector and was promoted to Chief Code Official in 2021. Kevin's municipal career began in 2003 with the City of Midwest City; his Code Enforcement career began in 2014 with the City of Choctaw as their Building Inspector and later as the Acting Director for Community Development. Kevin holds fifteen International Code Council (ICC) Inspection Certifications, a DEQ Class C Wastewater Certification, and a Code Enforcement Certification from Oklahoma Code Enforcement Association (OCEA).

Financial Impact: As budgeted.

Attachments:

Staff Recommendation: Approval of the recommendation with an effective date of January 20, 2026.

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

Date: January 20, 2026

To: Board of City Commissioners

From: Mark Simpson, City Manager

Subject: Confirm and approve the City Manager's hiring of Bradley Schmidt as the City's Director of Public Works.

Background: I have extended an offer of employment to Bradley Schmidt to be the City's Director of Public Works, subject to approval by the City Commission. In accordance with Article V, Section 2 of the City Charter, the appointment of a Department Head shall not become effective until approved by the Board of Commissioners.

Brad began his career with the City of Shawnee in 2005 as a maintenance worker with the Shawnee Municipal Authority. He progressed into a management role in 2013 and has served in the positions of Equipment Operator, Wastewater Collection Supervisor, Maintenance Manager, and Deputy Director. Brad currently holds DEQ Class A Operator License in both water and wastewater, a DEQ Class C Wastewater Lab License, and a Wastewater Treatment Plant Operation Specialist Certification from California State University, Sacramento.

Financial Impact: As budgeted.

Attachments:

Staff Recommendation: Approval of the recommendation with an effective date of January 20, 2026.

Return to: Crafton Tull
300 Pointe Parkway Blvd
Yukon, OK 73099

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **BARNETT AND MEEK DEVELOPMENT LLC,** an Oklahoma limited partnership, for and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell and convey unto the **CITY OF SHAWNEE**, a municipal corporation, a public utility easement over, across, and under the following described real estate and premises situated in the City of Shawnee, Pottawatomie County, Oklahoma to wit:

Legal Description: SEE ATTACHMENT 'A1-A5'

with the right of ingress and egress to and from the said land and premises for the purpose of surveying, maintaining, and construction of utility improvements.

SIGNED and delivered this 5th day of January, 2026.

BY: _____
Tony Meek, Manager

STATE OF OKLAHOMA, COUNTY OF Cleveland, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of January, 2026, personally appeared **Tony Meek**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

(seal) TAMARA BROOKS NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA #14005644 Exp. June 25, 2026

Tamara Brooks
Notary Public

My Commission Expires: 6/25/26

Return to: Crafton Tull
300 Pointe Parkway Blvd
Yukon, OK 73099

CITY OF SHAWNEE

_____
Mayor of the City of Shawnee (GRANTEE)

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE §:

Before me, in and for said County and State, on this _____ day of _____, 2026, personally appeared_____, on behalf of the City of Shawnee, known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

My Commission Expires:_____

(seal)

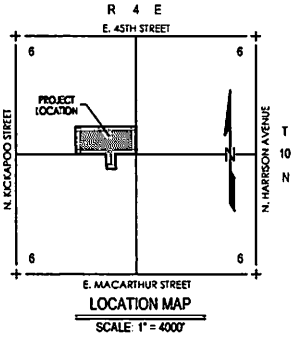
LEGAL DESCRIPTION

A tract of land situated within the Northwest Quarter (NW/4) of Section Six (6), Township Ten North (T10N), Range Four East (R4E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NW/4; thence S89°24'11"W a distance of 910.55 feet to a point; thence N00°29'39"W a distance of 20.00 feet to the POINT OF BEGINNING; thence

N89°30'21"W a distance of 15.00 feet to a point; thence N00°28'30"W a distance of 224.47 feet to a point; thence S89°31'30"W a distance of 264.95 feet to a point; thence S00°08'14"E a distance of 142.13 feet to a point; thence S89°31'46"W a distance of 10.00 feet to a point; thence S00°28'14"E a distance of 82.44 feet to a point; thence S89°30'21"W a distance of 15.00 feet to a point; thence N00°28'14"W a distance of 82.99 feet to a point; thence S89°31'46"W a distance of 6.83 feet to a point; thence N00°28'14"W a distance of 15.00 feet to a point; thence N89°31'46"E a distance of 6.83 feet to a point; thence N00°28'14"W a distance of 358.58 feet to a point; thence S89°31'46"W a distance of 33.64 feet to a point; thence N00°28'14"W a distance of 15.00 feet to a point; thence N89°31'46"E a distance of 33.64 feet to a point; thence N00°28'14"W a distance of 20.50 feet to a point; thence N89°31'46"E a distance of 304.93 feet to a point; thence S00°28'30"E a distance of 20.50 feet to a point; thence N89°31'46"E a distance of 30.71 feet to a point; thence N57°49'58"E a distance of 198.87 feet to a point; thence N89°30'26"E a distance of 28.57 feet to a point; thence S57°49'58"W a distance of 221.13 feet to a point; thence S00°08'14"E a distance of 35.65 feet to a point; thence N89°28'14"E a distance of 12.18 feet to a point; thence S00°31'46"E a distance of 15.00 feet to a point; thence S89°28'14"W a distance of 12.20 feet to a point; thence S00°28'14"E a distance of 184.64 feet to a point; thence S89°31'30"W a distance of 40.32 feet to a point; thence S00°28'30"E a distance of 137.02 feet to a point; thence N89°22'47"E a distance of 42.02 feet to a point; thence S00°37'13"E a distance of 15.00 feet to a point; thence S89°22'47"W a distance of 42.06 feet to a point; thence S00°28'30"E a distance of 71.37 feet to the POINT OF BEGINNING.

Said tract contains 104,198 Sq Ft or 2.39 Acres, more or less.



LOCATION MAP
SCALE: 1" = 4000'

DRAWING: G:\25600900_GROVEPH9\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT\EASEMENT PLAT EXHIBIT.DWG

UTILITY EASEMENT EXHIBIT - ATTACHMENT A1

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 |
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 5
DATE: 12/10/2025
PROJECT NO.: 25600900

LEGAL DESCRIPTION

LESS AND EXCEPT TRACT A:

A tract of land situated within the Northwest Quarter (NW/4) of Section Six (6), Township Ten North (T10N), Range Four East (R4E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NW/4; thence N01°01'52"W on the East line of said NW/4 a distance of 291.83 feet to a point; thence S88°58'08"W a distance of 922.77 feet to the POINT OF BEGINNING; thence

S45°00'00"W a distance of 21.04 feet to a point; thence
S89°31'30"W a distance of 259.95 feet to a point; thence
N00°28'14"W a distance of 187.99 feet to a point; thence
N89°22'47"E a distance of 39.71 feet to a point; thence
N01°00'16"W a distance of 15.00 feet to a point; thence
S89°22'47"W a distance of 39.57 feet to a point; thence
N00°28'14"W a distance of 4.01 feet to a point; thence
N89°31'46"E a distance of 274.93 feet to a point; thence
S00°28'30"E a distance of 192.23 feet to the POINT OF BEGINNING.

Said tract contains 56,204 Sq Ft or 1.29 Acres, more or less.

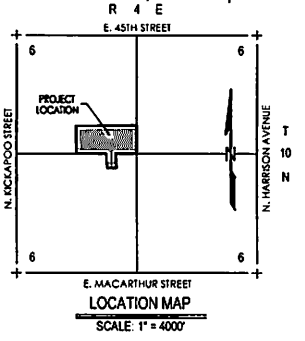
LESS AND EXCEPT TRACT B:

A tract of land situated within the Northwest Quarter (NW/4) of Section Six (6), Township Ten North (T10N), Range Four East (R4E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NW/4; thence N01°01'52"W on the East line of said NW/4 a distance of 499.05 feet to a point; thence S88°58'08"W a distance of 920.76 feet to the POINT OF BEGINNING; thence

S89°31'46"W a distance of 274.93 feet to a point; thence
N00°28'14"W a distance of 5.50 feet to a point; thence
N89°31'46"E a distance of 274.93 feet to a point; thence
S00°28'30"E a distance of 5.50 feet to a point to the POINT OF BEGINNING.

Said tract contains 1,512 Sq Ft or 0.04 Acres, more or less.



LOCATION MAP
SCALE: 1" = 4000'

DRAWING: G:\25600900_GROVEPH9\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT\EASEMENT PLAT EXHIBIT.DWG

UTILITY EASEMENT EXHIBIT - ATTACHMENT A2

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 2 of 5
DATE: 12/10/2025
PROJECT NO.: 25600900

LEGAL DESCRIPTION

LESS AND EXCEPT TRACT C:

A tract of land situated within the Northwest Quarter (NW/4) of Section Six (6), Township Ten North (T10N), Range Four East (R4E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NW/4; thence N01°01'52"W on the East line of said NW/4 a distance of 266.69 feet to a point; thence S88°58'08"W a distance of 882.69 feet to the POINT OF BEGINNING; thence

S89°31'30"W a distance of 25.32 feet to a point; thence
N00°28'30"W a distance of 169.60 feet to a point; thence
N89°28'14"E a distance of 25.33 feet to a point; thence
S00°28'14"E a distance of 169.62 feet to a point to the POINT OF BEGINNING.

Said tract contains 4,295 Sq Ft or 0.10 Acres, more or less.

LESS AND EXCEPT TRACT D:

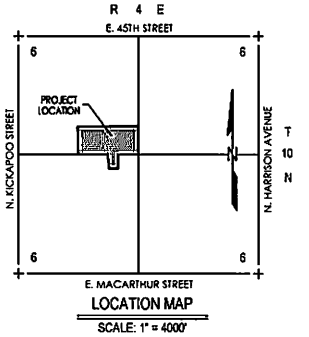
A tract of land situated within the Northwest Quarter (NW/4) of Section Six (6), Township Ten North (T10N), Range Four East (R4E) of the Indian Meridian (I.M.), Pottawatomie County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NW/4; thence N01°01'52"W on the East line of said NW/4 a distance of 266.69 feet to a point; thence S88°58'08"W a distance of 882.69 feet to the POINT OF BEGINNING; thence

S89°28'14"W a distance of 25.33 feet to a point; thence
N00°28'30"W a distance of 32.38 feet to a point; thence
N89°31'46"E a distance of 25.33 feet to a point; thence
S00°28'14"E a distance of 32.35 feet to a point to the POINT OF BEGINNING.

Said tract contains 820 Sq Ft or 0.02 Acres, more or less.

Net remaining tract contains 41,367 Sq Ft or 0.94 Acres, more or less.



LOCATION MAP
SCALE: 1" = 4000'

DRAWING: G:\25600900_GROVEPH9\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT\EASEMENT PLAT EXHIBIT.DWG

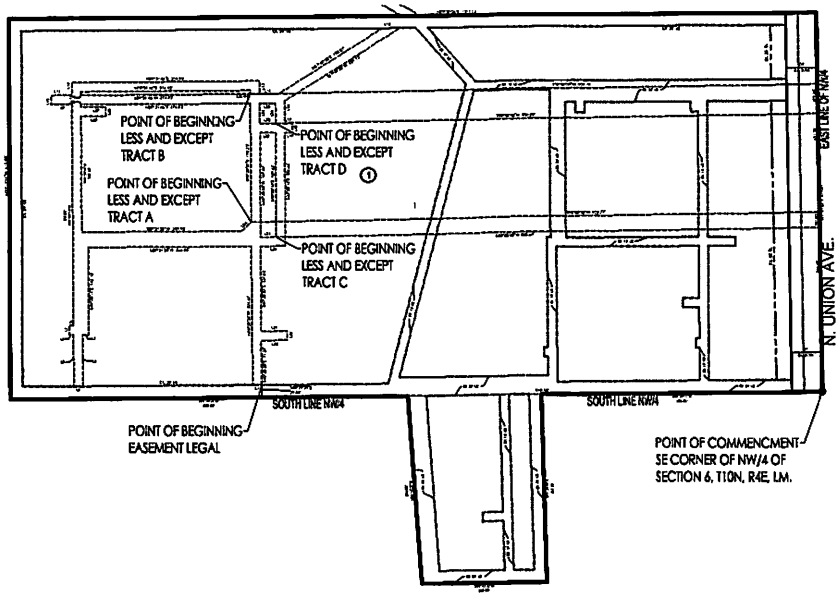
UTILITY EASEMENT EXHIBIT - ATTACHMENT A3

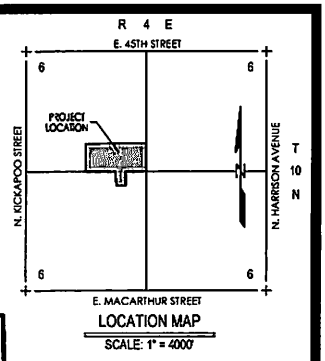
300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 3 of 5
DATE: 12/10/2025
PROJECT NO.: 25600900





LOCATION MAP
SCALE: 1" = 4000'



SCALE: 1" = 300'

0 300

BASIS OF BEARING = EAST LINE OF THE NW/4 OF SECTION 16, T13N, R5W, I.M. (S89°30'27"E)

LEGEND

EX. BL	EXISTING BUILDING LIMIT LINE
EX. UE	EXISTING UTILITY EASEMENT
EX. R/W	EXISTING RIGHT OF WAY
UE	PROPOSED UTILITY EASEMENT

DRAWING: G:\25600900_GROVEPH9\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT\EASEMENT PLAT EXHIBIT.DWG

UTILITY EASEMENT EXHIBIT - ATTACHMENT A4

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 4 of 5
DATE: 12/10/2025
PROJECT NO.: 25600900

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.00'	S89° 30' 21"W
L2	10.00'	S89° 31' 46"W
L3	82.44'	S00° 28' 14"E
L4	15.00'	S89° 30' 21"W
L5	82.99'	N00° 28' 14"W
L6	6.83'	S89° 31' 46"W
L7	15.00'	N00° 28' 14"W
L8	6.83'	N89° 31' 46"E
L9	33.64'	S89° 31' 46"W
L10	15.00'	N00° 28' 14"W
L11	33.64'	N89° 31' 46"E
L12	20.50'	N00° 28' 14"W
L13	20.50'	S00° 28' 30"E
L14	30.71'	N89° 31' 46"E
L15	28.57'	N89° 30' 26"E
L16	35.65'	S00° 28' 14"E
L17	12.18'	N89° 28' 14"E
L18	15.00'	S00° 31' 46"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	12.20'	S89° 28' 14"W
L20	40.32'	S89° 31' 30"W
L21	42.02'	N89° 22' 47"E
L22	15.00'	S00° 37' 13"E
L23	42.06'	S89° 22' 47"W
L24	21.04'	S45° 00' 00"W
L25	39.71'	N89° 22' 47"E
L26	15.00'	N01° 00' 16"W
L27	39.57'	S89° 22' 47"W
L28	4.01'	N00° 28' 14"W
L29	5.50'	N00° 28' 14"W
L30	5.50'	S00° 28' 30"E
L31	25.32'	S89° 31' 30"W
L33	25.33'	S89° 28' 14"W
L34	32.38'	N00° 28' 30"W
L35	25.33'	N89° 31' 46"E
L36	32.35'	S00° 28' 14"E

UTILITY EASEMENT EXHIBIT - ATTACHMENT A5

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
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www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 5 of 5
DATE: 12/09/2025
PROJECT NO.: 25600900

DRAWING: G:\25600900_GROVEPH9\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT\EASEMENT PLAT EXHIBIT.DWG

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

Date: January 20, 2026

To: Board of City Commissioners

From: Interim Community Development Director, Petya Stefanoff

Subject: Consideration of a request for a Preliminary Plat for Northcreek Villas, a replat of Northcreek Manor.
Case No. PPL04-25 | Applicant: Paul Bass and Landes Engineering

Background: The subject property is located on the northeast corner of the intersection of 39th Street and North Kickapoo Street. A portion of this property was recently rezoned from R-3 (High Density Residential) to C-2 (Regional Commercial). The area, formerly known as Northcreek Manor, is a re-plat that separates the newly-zoned C-2 section from the R-3, as well as splits that commercially-zoned area into a north and south tract.

Discussion
Findings and Facts:

- Staff has reviewed both the Preliminary and Final Replat and finds that there are no issues that cannot be resolved during the Public Improvements phase

Options:

- Follow the Planning Commission's recommendation and approve Case No. PPL04-25 as presented.
- Approve Case No. PPL04-25 with certain conditions.
- Overturn the Planning Commission's recommendation and deny the application to replat the subject property
- Defer of the request for additional and specific information to a certain date.

Financial Impact: None

Attachments: PPL04-25 PC to CC Record of Action, 28612686-rezoning prelim and final plat application, 28612685-Northcreek Villas Preliminary Plat, 29341364-Northcreek Manor Legal Descriptions

Staff Recommendation: Staff recommends accepting the Planning Commission's recommendation and approve the request as presented.

RECORD OF ACTION

DATE: January 13, 2026

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

==========

CASE NO: PPL04-25

REQUEST: Public hearing and Consideration of a request for a Preliminary Plat for Northcreek Villas, a replat of Northcreek Manor.

Applicant: Paul Bass and Landes Engineering

Subject Property Address: 3901 N Kickapoo St

Legal Description: A tract of land being a part of Lots One (1) Thru Five (5), and Lots Fourteen (14) Thru Twenty-three (23), and common areas, all in Block One (1), NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as: Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E a distanceof 50.00 feet, to the Southwest Corner (SW/C) of said NORTHCREEK MANOR; Thence N00°01'30"E along the West Line of said NORTHCREEK MANOR a distanceof 40.00 feet to the Point of Beginning; Thence continuing N00°01'30"E alongsaid West Line a distance of 335.00 feet to the Northwest Corner (NW/C) of said NORTHCREEK MANOR; Thence S89°57'12"E along the North Line of saidNORTHCREEK MANOR a distance of 121.43 feet; Thence S00°01'30"W and parallelto the West Line of said NORTHCREEK MANOR a distance of 178.00 feet; Thence S44°58'30"E a distance of 25.14 feet; Thence S00°01'30"W and parallel to theWest Line of said NORTHCREEK MANOR a distance of 139.23 feet; Thence N89°57'12"W and parallel to the North Line of said NORTHCREEK MANOR adistance of 139.21 feet to the Point of Beginning, CONTAINING 0.99 Acres, more or less, and subject to all recorded easements and rights of way thereof.

AND

A tract of land being a part of NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as: Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E adistance of 50.00 feet to the Southwest Corner (SW/C) of said NORTHCREEK MANOR, said point being the Point of Beginning; Thence N00°01'30"E along theWest Line of said NORTHCREEK MANOR a distance of 40.00 feet; Thence S89°57'12"E and parallel to the South Line of said NORTHCREEK MANOR adistance of 139.21 feet; Thence N00°01'30"E and parallel to the West Line ofsaid NORTHCREEK MANOR a distance of 139.23 feet; Thence N44°58'30"W adistance of 25.14 feet; Thence N00°01'30"E and parallel to the West Line ofsaid NORTHCREEK MANOR a distance of 178.00 feet to a point on the North Line of said NORTHCREEK MANOR; Thence S89°57'12"E along said North Line adistance of 458.57 feet to the Northeast Corner (NE/C) of said NORTHCREEK MANOR; Thence S00°01'30"W along the East Line of said NORTHCREEK MANOR adistance of 375.00 feet to the Southeast Corner (SE/C) of said NORTHCREEK MANOR; Thence N89°57'12"W along the South Line of said NORTHCREEK

MANOR adistance of 580.00 feet to the Point of Beginning, CONTAINING 4.00 Acres, more or less, and subject to all recorded easements and rights of way thereof.

Current Zoning: C-2 (Regional Commercial) **Requested Zoning:** N/A

Staff Recommendation: Staff recommends approval of the request.

==========

Planning Commission Meeting Date: January 7, 2026

PC Recommendation: Approval.

Conditions: N/A

Vote: 5 -- 0 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
ALEXANDER						ABSENT
PORTER	X		X			
REESE						ABSENT
BARRETT (CHAIR)			X			
HAYES			X			
JOHNSON		X	X			
BURRELL			X			

PLANNING COMMISSION APPLICATION

City of Shawnee
Planning Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only
Case Number:_____
Project Number :_____
Date Filed:_____
_____
Planning Commission Secretary

REQUEST:

X Rezoning
_____Conditional Use Permit
_____Rezoning w/Conditional Use Permit
_____Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-3 District to C-2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 3901 N. Kickapoo
LEGAL DESCRIPTION: Northcreek Manor - S/W/4, NW/4, Sec 6, T10N, R4E
PROPERTY OWNER (S): Paul Bass
PROPERTY AGENT **(**APPLICANT**):** Paul Bass
APPLICANT'S ADDRESS: P.O. Box 23
CITY: Shawnee STATE: OK ZIP: 74804
EMAIL ADDRESS: Pbass1229@gmail.com / landesengineering@landesenga
TELEPHONE NUMBER: (405) 275 5388 CONTACT NUMBER: (405) 227-5135
DIMENSIONS OF PROPERTY: AREA: 5 acres WIDTH: 375
LENGTH: 580 FRONTAGE: 375
CURRENT ZONING: R-3 **CURRENT USE:** apartments
PROPOSED ZONING: C-2 **PROPOSED USE:** Offices

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Paul Bass
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 280.00 **PLANNED UNIT DEVELOPMENT FEE $ 550.00**
RECEIPT NO. _____ **NOTIFICATION SIGN $ 50.00**

PLANNING COMMISSION ACTION:_____ **DATE:**_____
CITY COMMISSION ACTION:_____ **DATE:**_____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:**_____

Planning Department Application Submittal Guidelines - City of Shawnee, OK

Planning Department – 222 N. Broadway Ave. – 405-878-1616

Rezoning (RZ) – Conditional Use Permits (CUP) – Planned Unit Developments (PUD)

Applicants are strongly encouraged to speak with a member of the Planning Department staff **prior** to submitting an application. Please contact the Planning Department to schedule a time to discuss your application with a staff member. Initial meetings can be over the phone, virtual, or in-person. Follow-up phone calls and emails are welcomed.

Application packages shall be submitted to the Planning Department **at least 30 days** prior to the Planning Commission meeting. Attached to these guidelines are a current Planning Commission meetings calendar and the corresponding due dates for application submittal.

The submittal package shall include **Application** – **Deed or Affidavit** – **Mailing List** – **Fees**

Application
The completed and signed application. Include the full legal description of the subject property – attached by separate sheet if necessary. Incomplete or unsigned applications will not be accepted or will be returned.

Deed or Affidavit
A copy of the deed of ownership or a signed affidavit from the property owner explicitly giving permission for the public hearing for a rezoning is allowed on the subject property.

Mailing List
A mailing address list of all property owners located within a 300' radius of the perimeter of the subject property lines. Multi-family uses or treatment facilities rezoning requests require a radius of 1,320 feet and increased notice time. (*see next page*)

The certified list **must be obtained** from a registered, bonded abstract company or a licensed title insurance company. The cost of obtaining the list is the applicant's responsibility.

Fees
The fees due with submittal are application and sign fees. Calls or emails to confirm are welcomed.

==========

Upon receipt, staff will review the submittal and contact the applicant with any questions.

In compliance with Oklahoma State Statute the notifications of a public hearing must be mailed, published, and posted not less than 20 days prior to the public hearing meeting date

- A notification of a public hearing shall be mailed to all property owners located within a 300' radius of the perimeter of the subject property lines. City staff will generate and mail the notification letters.

- A legal notice of a public hearing shall be published in a newspaper of general circulation in Shawnee. City staff will arrange for the publication.

- A sign announcing a public hearing shall be posted on the subject property by the City.

- The Planning Commission will hold a public hearing to review the rezoning/CUP/PUD request. The Planning Commission is a recommending body, so a recommendation of approval, approval with conditions, or denial will be forwarded with the application to the City Commission for review.

    - While not required, the applicant or a knowledgeable representative should plan to attend and speak at the public hearing. Legal representation is not needed.

- The City Commission will hold a public hearing and review the rezoning/CUP/PUD request along with the Planning Commission's recommendation. If you do not attend the meeting, you may contact the Planning Department after the City Commission meeting for the final decision. The City Commission typically meets the first and third Mondays of each month at 6:00 p.m.

==========

- When a rezoning request is for multi-family or treatment facilities, and similar facilities

    - 11 O.S. 43-106 – " In addition to the notice required in this subsection, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes, the entity proposing the zoning change shall mail a written notice within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located…"

        - ❖ This additional notification time will affect the due date for application submittal. The typical due date is 30-days prior to the scheduled Planning Commission meeting you wish to attend. For the uses listed pursuant to 11 O.S. 43-106, the submittal due date may be 60-days prior to the public hearing meeting. Planning staff will confirm an application due date on a case-by-case basis.

Planning Applications Submittal Checklist

_____ Meeting with Planning Department staff member

_____ Application – completed and signed

_____ Certified list of property owners' addresses obtained from a licensed abstract or title company

_____ Deed or Affidavit – proof of ownership or signed permission for land use change application

_____ Fees – The cost of the application and applicable fees are due at the time of submittal.

PRELIMINARY PLAT APPLICATION

City of Shawnee OKLAHOMA

Community Development

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587

For Office Use Only	
Case Number:	
ProjectNumber:	
Date Filed:	
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1672 with any questions.

APPLICANT Paul Bass

APPLICANT ADDRESS P.O. Box 23 Shawnee OK 74801

APPLICANT PHONE NUMBERS 405-227-5136

EMAIL ADDRESS Pbass1229@gmail.com

NAME OF PLAT Northcreek ~~addition~~ Villas

LOCATION 3901 N. Kickapoo St. Shawnee, OK

NUMBER OF ACRES 5 NUMBER OF LOTS 3

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: $400.00

PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 3 6.00

PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____ _____

TOTAL COST 406.00

OWNER/DEVELOPER INFORMATION:

NAME David Peck

ADDRESS 18411 Brangus Rd. Shawnee, OK

CONTACT NUMBERS 405-445-2556

EMAIL ADDRESS David.Peck227@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Landes Engineering

ADDRESS 903 E 35th St. Shawnee, OK 74804

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

FINAL PLAT APPLICATION

City of Shawnee
OKLAHOMA

Community Development

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587

For Office Use Only	
Case Number:	
ProjectNumber:	
Date Filed:	
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1672 with any questions.

APPLICANT Paul Bass
APPLICANT ADDRESS P.O. Box 23 Shawnee, Oklahoma 74801
APPLICANT PHONE NUMBERS 405-227-5136
EMAIL ADDRESS Pbass1229@gmail.com
NAME OF PLAT North Creek ~~Addition~~ Villas
LOCATION 3901 N Kickapoo St. Shawnee, OK
NUMBER OF ACRES 5 NUMBER OF LOTS 3

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE:$350.00

PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS - _____ _____

NUMBER OF LOTS PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS _____ _____

- NUMBER OF LOTS **TOTAL** 356.00

COST $350.00

OWNER/DEVELOPER INFORMATION:

NAME David Peck
ADDRESS 18411 Brangus Rd Shawnee OK
CONTACT NUMBERS 405-445-2556
EMAIL ADDRESS David.Peck227@gmail.com

PROJECT ENGINEER INFORMATION:

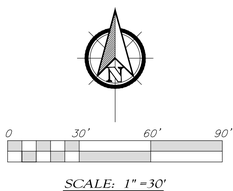
NAME Landes Engineering
ADDRESS 903 E 35th st Shawnee OK 74804
CONTACT NUMBERS 405-275-5388
EMAIL ADDRESS Landesengineering@Landesengineering.net.

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

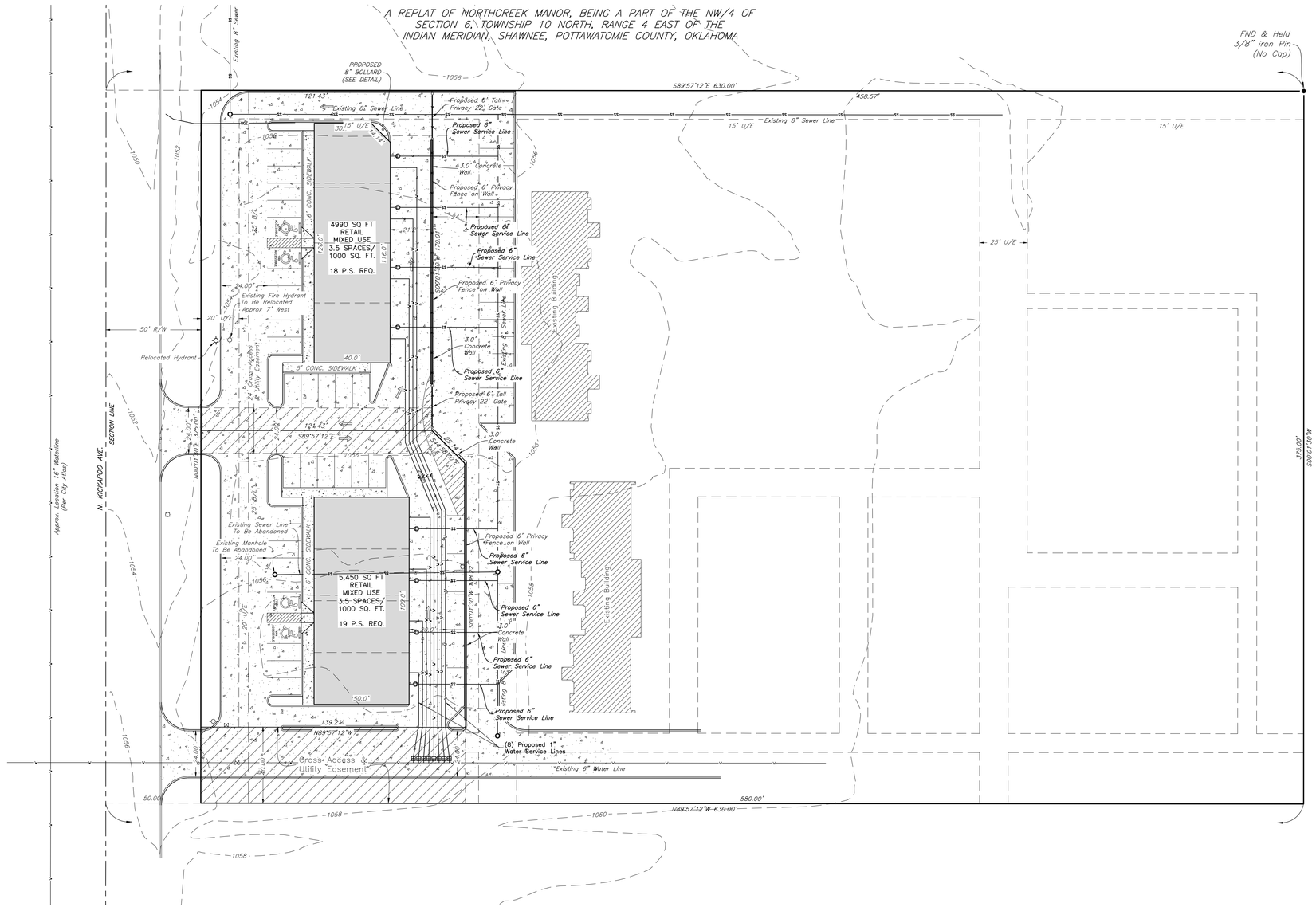
PRELIMINARY PLAT

NORTHCREEK VILLAS

A REPLAT OF NORTHCREEK MANOR, BEING A PART OF THE NW/4 OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



SCALE: 1" = 30'



LEGAL DESCRIPTION

Beginning at the SW Corner of the NW/4 Section 6, T10N-R4E, thence N00°01'30"E, 375.0'; thence S89°57'12"E, 630.0'; thence S00°01'30"W, 375.0'; thence N89°57'12"W, 630.0' to the point or place of beginning.

CERTIFICATION OF DESIGN

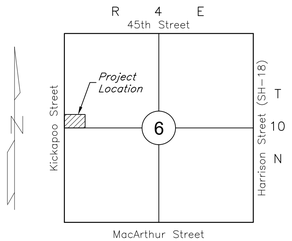
This Preliminary Plat has been prepared to the best of my ability in accordance with the Comprehensive Plan and in accordance with the ordinances and regulations governing the subdivision of land.

OWNER INFORMATION

Name: Paul Bass
Address: 3901 N. Kickapoo,
Shawnee, OK 74804

ENGINEER INFORMATION

Name: Landes Engineering
Address: 903 E. 35th Street, Shawnee, OK 74802
Telephone Number: (405) 275-5388



LOCATION MAP

Scale: 1" = 2000'

STATISTICAL DATA

A. Total gross acres: 4.99
B. Total number of Lots: 3
C. Number of dwelling units, the acreage, the residential density, and the net residential density by housing type: N/A
D. The number of lots and acreage allocated to commercial and industrial uses including the square footage of commercial and industrial structures if appropriate: 2 Lots, 0.99 acres, the square footage of buildings has not been determined at this time.
E. The acreage allocated to parks and common recreational use: None
F. The acreage allocated to common open space: None.
G. The lineal footage of proposed public local, collector and arterial streets: No proposed streets.
H. The acreage allocated to other public and semi-public uses: None

FLOOD STATEMENT

This property is located in Flood Zone 'X' (Areas determined to be outside the 0.2% annual chance floodplain) per F.I.R.M. Map Number 40125C0206-J, Panel 206 of 550, Pottawatomie County, Oklahoma and Incorporated areas, revised 5/16/2019.

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-23

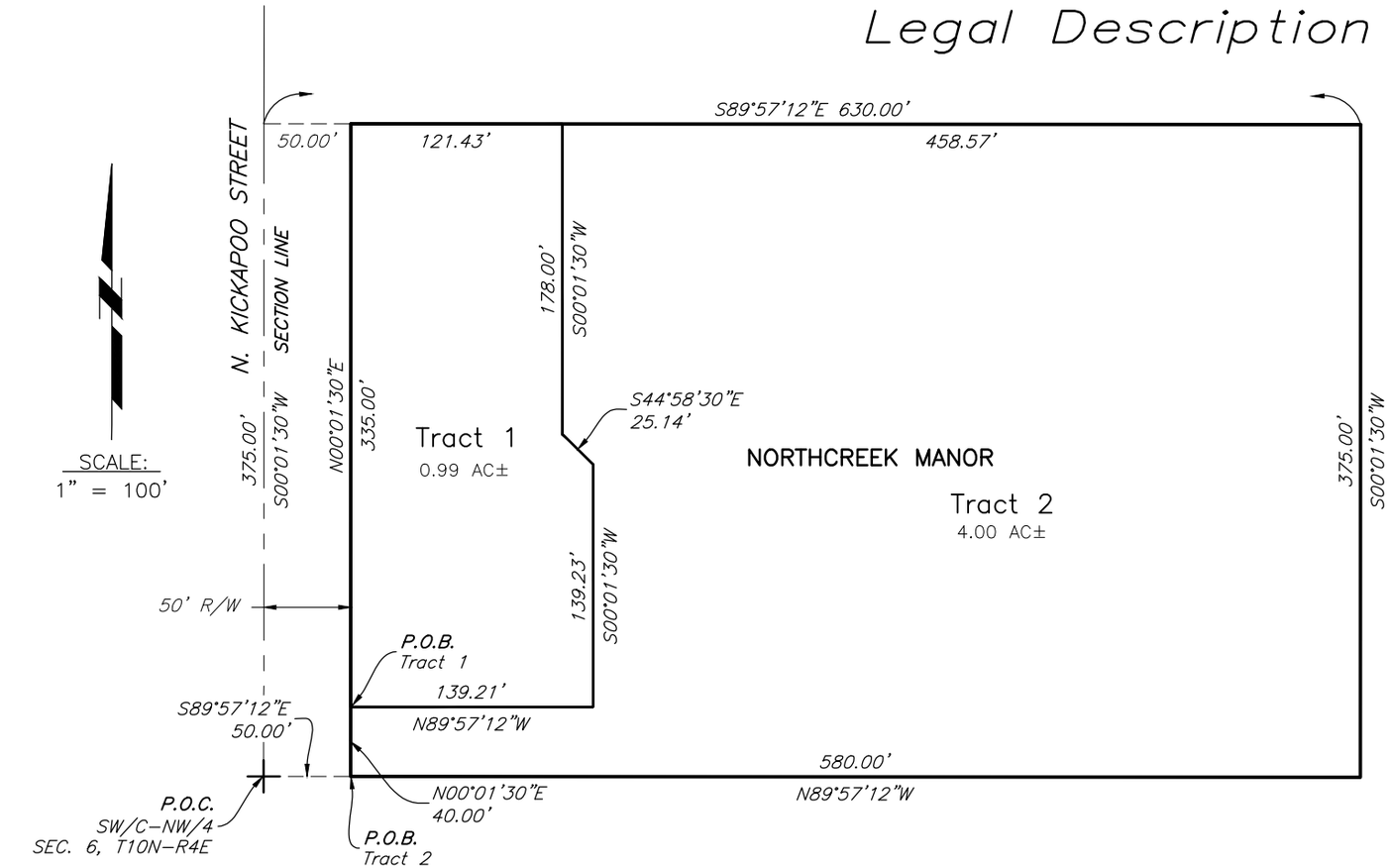
Client: Paul Bass
Project: Northcreek Villas
Sheet Title: Preliminary Plat
Design: STL | Check: STL | Date: 10/06/2025
Drawn: ml
Sheet: 1 of 1

Revisions

No.	Date	Desc.

Stephen T. Landes OKLAHOMA #19539 Date

Legal Description



Tract 1

A tract of land being a part of Lots One (1) Thru Five (5), and Lots Fourteen (14) Thru Twenty-three (23), and common areas, all in Block One (1), NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as:
Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E a distance of 50.00 feet, to the Southwest Corner (SW/C) of said NORTHCREEK MANOR; Thence N00°01'30"E along the West Line of said NORTHCREEK MANOR a distance of 40.00 feet to the Point of Beginning; Thence continuing N00°01'30"E along said West Line a distance of 335.00 feet to the Northwest Corner (NW/C) of said NORTHCREEK MANOR; Thence S89°57'12"E along the North Line of said NORTHCREEK MANOR a distance of 121.43 feet; Thence S00°01'30"W and parallel to the West Line of said NORTHCREEK MANOR a distance of 178.00 feet; Thence S44°58'30"E a distance of 25.14 feet; Thence S00°01'30"W and parallel to the West Line of said NORTHCREEK MANOR a distance of 139.23 feet; Thence N89°57'12"W and parallel to the North Line of said NORTHCREEK MANOR a distance of 139.21 feet to the Point of Beginning, CONTAINING 0.99 Acres, more or less, and subject to all recorded easements and rights of way thereof.

Tract 2

A tract of land being a part of NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as:
Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E a distance of 50.00 feet to the Southwest Corner (SW/C) of said NORTHCREEK MANOR, said point being the Point of Beginning; Thence N00°01'30"E along the West Line of said NORTHCREEK MANOR a distance of 40.00 feet; Thence S89°57'12"E and parallel to the South Line of said NORTHCREEK MANOR a distance of 139.21 feet; Thence N00°01'30"E and parallel to the West Line of said NORTHCREEK MANOR a distance of 139.23 feet; Thence N44°58'30"W a distance of 25.14 feet; Thence N00°01'30"E and parallel to the West Line of said NORTHCREEK MANOR a distance of 178.00 feet to a point on the North Line of said NORTHCREEK MANOR; Thence S89°57'12"E along said North Line a distance of 458.57 feet to the Northeast Corner (NE/C) of said NORTHCREEK MANOR; Thence S00°01'30"W along the East Line of said NORTHCREEK MANOR a distance of 375.00 feet to the Southeast Corner (SE/C) of said NORTHCREEK MANOR; Thence N89°57'12"W along the South Line of said NORTHCREEK MANOR a distance of 580.00 feet to the Point of Beginning, CONTAINING 4.00 Acres, more or less, and subject to all recorded easements and rights of way thereof.

REGISTERED PROFESSIONAL ENGINEER
STEPHEN T. LANDES
P.E. 19539
OKLAHOMA

Stephen T. Landes, P.E. 19539

Date

DWG FILE: Z:\PROJECTS\ENGINEERING\2025\ENG 202-25 NORTH CREEK MANOR-PAUL BASS\SURVEY\CALC.DWG

LANDES ENGINEERING P.L.L.C. & ASSOCIATES
www.landesengineering.net
903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804
405-275-5388 CA 2260 EXP. 6-30-27

DATE DRAFTED: 8/12/2025
DATE OF LAST SITE VISIT:

Northcreek Manor
SHAWNEE, OKLAHOMA

DRAWN BY: ml
CHECKED STL
DRAWING NUMBER: ENG 202-25

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

Date: January 20, 2026

To: Board of City Commissioners

From: Petya Stefanoff, Interim Community Development Director

Subject: Consideration of a request for a Final Plat for Northcreek Villas, a replat of Northcreek Manor.
Case No. FPL04-25 | Applicant: Paul Bass and Landes Engineering

Background: The subject property is located on the northeast corner of the intersection of 39th Street and North Kickapoo Street. A portion of this property was recently rezoned from R-3 (High Density Residential) to C-2 (Regional Commercial). The area, formerly known as Northcreek Manor, is a re-plat that separates the newly-zoned C-2 section from the R-3, as well as splits that commercially-zoned area into a north and south tract.

Discussion
Findings and Facts:

- Staff has reviewed both the Preliminary and Final Replat and finds that there are no issues that cannot be resolved during the Public Improvements phase

Options:

- Accepting the Planning Commission's recommendation and approve Case No FPL04-25 as presented.
- Approve of the request with certain conditions.
- Overturn the Planning Commission's recommendation and deny the application to replat the subject area.
- Deferral of the request for additional and specific information to a certain date.

Financial Impact: None.

Attachments: FPL04-25 PC to CC Record of Action, 28612686-rezoning prelim and final plat application, 28612684-Final Plat

Staff Recommendation: Staff recommends accepting the Planning Commission's recommendation of approval as presented.

RECORD OF ACTION

DATE: January 13, 2026

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

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CASE NO: FPL04-25

REQUEST: Public hearing and Consideration of a request for a Preliminary Plat for Northcreek Villas, a replat of Northcreek Manor.

Applicant: Paul Bass and Landes Engineering

Subject Property Address: 3901 N Kickapoo St

Legal Description: A tract of land being a part of Lots One (1) Thru Five (5), and Lots Fourteen (14) Thru Twenty-three (23), and common areas, all in Block One (1), NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as: Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E a distanceof 50.00 feet, to the Southwest Corner (SW/C) of said NORTHCREEK MANOR; Thence N00°01'30"E along the West Line of said NORTHCREEK MANOR a distanceof 40.00 feet to the Point of Beginning; Thence continuing N00°01'30"E alongsaid West Line a distance of 335.00 feet to the Northwest Corner (NW/C) of said NORTHCREEK MANOR; Thence S89°57'12"E along the North Line of saidNORTHCREEK MANOR a distance of 121.43 feet; Thence S00°01'30"W and parallelto the West Line of said NORTHCREEK MANOR a distance of 178.00 feet; Thence S44°58'30"E a distance of 25.14 feet; Thence S00°01'30"W and parallel to theWest Line of said NORTHCREEK MANOR a distance of 139.23 feet; Thence N89°57'12"W and parallel to the North Line of said NORTHCREEK MANOR adistance of 139.21 feet to the Point of Beginning, CONTAINING 0.99 Acres, more or less, and subject to all recorded easements and rights of way thereof.

AND

A tract of land being a part of NORTHCREEK MANOR, according to the recorded plat thereof, more particularly described as: Commencing at the Southwest Corner of the Northwest Quarter (SW/C-NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma; Thence S89°57'12"E adistance of 50.00 feet to the Southwest Corner (SW/C) of said NORTHCREEK MANOR, said point being the Point of Beginning; Thence N00°01'30"E along theWest Line of said NORTHCREEK MANOR a distance of 40.00 feet; Thence S89°57'12"E and parallel to the South Line of said NORTHCREEK MANOR adistance of 139.21 feet; Thence N00°01'30"E and parallel to the West Line ofsaid NORTHCREEK MANOR a distance of 139.23 feet; Thence N44°58'30"W adistance of 25.14 feet; Thence N00°01'30"E and parallel to the West Line ofsaid NORTHCREEK MANOR a distance of 178.00 feet to a point on the North Line of said NORTHCREEK MANOR; Thence S89°57'12"E along said North Line adistance of 458.57 feet to the Northeast Corner (NE/C) of said NORTHCREEK MANOR; Thence S00°01'30"W along the East Line of said NORTHCREEK MANOR adistance of 375.00 feet to the Southeast Corner (SE/C) of said NORTHCREEK MANOR; Thence N89°57'12"W along the South Line of said NORTHCREEK

MANOR adistance of 580.00 feet to the Point of Beginning, CONTAINING 4.00 Acres, more or less, and subject to all recorded easements and rights of way thereof.

Current Zoning: C-2 (Regional Commercial) **Requested Zoning:** N/A

Staff Recommendation: Staff recommends approval of the request.

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Planning Commission Meeting Date: January 7, 2026

PC Recommendation: Approval.

Conditions: N/A

Vote: 5 -- 0 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
ALEXANDER						ABSENT
PORTER			X			
REESE						ABSENT
BARRETT (CHAIR)			X			
HAYES		X	X			
JOHNSON	X		X			
BURRELL			X			

PLANNING COMMISSION APPLICATION

City of Shawnee
Planning Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only
Case Number:_____
Project Number :_____
Date Filed:_____
_____
Planning Commission Secretary

REQUEST:

X Rezoning
_____Conditional Use Permit
_____Rezoning w/Conditional Use Permit
_____Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-3 District to C-2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 3901 N. Kickapoo
LEGAL DESCRIPTION: Northcreek Manor - S/W/4, NW/4, Sec 6, T10N, R4E
PROPERTY OWNER (S): Paul Bass
PROPERTY AGENT (APPLICANT): Paul Bass
APPLICANT'S ADDRESS: P.O. Box 23
CITY: Shawnee STATE: OK ZIP: 74804
EMAIL ADDRESS: Pbass1229@gmail.com / landesengineering@landesenga
TELEPHONE NUMBER: (405) 275 5388 CONTACT NUMBER: (405) 227-5135
DIMENSIONS OF PROPERTY: AREA: 5 acres WIDTH: 375
LENGTH: 580 FRONTAGE: 375
CURRENT ZONING: R-3 **CURRENT USE:** apartments
PROPOSED ZONING: C-2 **PROPOSED USE:** Offices

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Paul Bass
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 280.00 **PLANNED UNIT DEVELOPMENT FEE $ 550.00**
RECEIPT NO. _____ **NOTIFICATION SIGN $ 50.00**

PLANNING COMMISSION ACTION:_____ **DATE:**_____
CITY COMMISSION ACTION:_____ **DATE:**_____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:**_____

Planning Department Application Submittal Guidelines - City of Shawnee, OK

Planning Department – 222 N. Broadway Ave. – 405-878-1616

Rezoning (RZ) – Conditional Use Permits (CUP) – Planned Unit Developments (PUD)

Applicants are strongly encouraged to speak with a member of the Planning Department staff **prior** to submitting an application. Please contact the Planning Department to schedule a time to discuss your application with a staff member. Initial meetings can be over the phone, virtual, or in-person. Follow-up phone calls and emails are welcomed.

Application packages shall be submitted to the Planning Department **at least 30 days** prior to the Planning Commission meeting. Attached to these guidelines are a current Planning Commission meetings calendar and the corresponding due dates for application submittal.

The submittal package shall include **Application** – **Deed or Affidavit** – **Mailing List** – **Fees**

Application
The completed and signed application. Include the full legal description of the subject property – attached by separate sheet if necessary. Incomplete or unsigned applications will not be accepted or will be returned.

Deed or Affidavit
A copy of the deed of ownership or a signed affidavit from the property owner explicitly giving permission for the public hearing for a rezoning is allowed on the subject property.

Mailing List
A mailing address list of all property owners located within a 300' radius of the perimeter of the subject property lines. Multi-family uses or treatment facilities rezoning requests require a radius of 1,320 feet and increased notice time. (*see next page*)

The certified list **must be obtained** from a registered, bonded abstract company or a licensed title insurance company. The cost of obtaining the list is the applicant's responsibility.

Fees
The fees due with submittal are application and sign fees. Calls or emails to confirm are welcomed.

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Upon receipt, staff will review the submittal and contact the applicant with any questions.

In compliance with Oklahoma State Statute the notifications of a public hearing must be mailed, published, and posted not less than 20 days prior to the public hearing meeting date

- A notification of a public hearing shall be mailed to all property owners located within a 300' radius of the perimeter of the subject property lines. City staff will generate and mail the notification letters.

- A legal notice of a public hearing shall be published in a newspaper of general circulation in Shawnee. City staff will arrange for the publication.

- A sign announcing a public hearing shall be posted on the subject property by the City.

- The Planning Commission will hold a public hearing to review the rezoning/CUP/PUD request. The Planning Commission is a recommending body, so a recommendation of approval, approval with conditions, or denial will be forwarded with the application to the City Commission for review.

    - While not required, the applicant or a knowledgeable representative should plan to attend and speak at the public hearing. Legal representation is not needed.

- The City Commission will hold a public hearing and review the rezoning/CUP/PUD request along with the Planning Commission's recommendation. If you do not attend the meeting, you may contact the Planning Department after the City Commission meeting for the final decision. The City Commission typically meets the first and third Mondays of each month at 6:00 p.m.

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- When a rezoning request is for multi-family or treatment facilities, and similar facilities

    - 11 O.S. 43-106 – " In addition to the notice required in this subsection, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes, the entity proposing the zoning change shall mail a written notice within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located…"

        - ❖ This additional notification time will affect the due date for application submittal. The typical due date is 30-days prior to the scheduled Planning Commission meeting you wish to attend. For the uses listed pursuant to 11 O.S. 43-106, the submittal due date may be 60-days prior to the public hearing meeting. Planning staff will confirm an application due date on a case-by-case basis.

Planning Applications Submittal Checklist

_____ Meeting with Planning Department staff member

_____ Application – completed and signed

_____ Certified list of property owners' addresses obtained from a licensed abstract or title company

_____ Deed or Affidavit – proof of ownership or signed permission for land use change application

_____ Fees – The cost of the application and applicable fees are due at the time of submittal.

PRELIMINARY PLAT APPLICATION

City of Shawnee OKLAHOMA

Community Development

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587

For Office Use Only	
Case Number:	
ProjectNumber:	
Date Filed:	
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1672 with any questions.

APPLICANT Paul Bass

APPLICANT ADDRESS P.O. Box 23 Shawnee OK 74801

APPLICANT PHONE NUMBERS 405-227-5136

EMAIL ADDRESS Pbass1229@gmail.com

NAME OF PLAT Northcreek ~~addition~~ Villas

LOCATION 3901 N. Kickapoo St. Shawnee, OK

NUMBER OF ACRES 5 NUMBER OF LOTS 3

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: $400.00

PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 3 6.00

PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____ _____

TOTAL COST 406.00

OWNER/DEVELOPER INFORMATION:

NAME David Peck

ADDRESS 18411 Brangus Rd. Shawnee, OK

CONTACT NUMBERS 405-445-2556

EMAIL ADDRESS David.Peck227@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Landes Engineering

ADDRESS 903 E 35th St. Shawnee, OK 74804

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

FINAL PLAT APPLICATION

City of Shawnee
OKLAHOMA

Community Development

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587

For Office Use Only	
Case Number:	
ProjectNumber:	
Date Filed:	
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1672 with any questions.

APPLICANT Paul Bass
APPLICANT ADDRESS P.O. Box 23 Shawnee, Oklahoma 74801
APPLICANT PHONE NUMBERS 405-227-5136
EMAIL ADDRESS Pbass1229@gmail.com
NAME OF PLAT North Creek ~~Addition~~ Villas
LOCATION 3901 N Kickapoo St. Shawnee, OK
NUMBER OF ACRES 5 NUMBER OF LOTS 3

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE:$350.00

PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS - _____ _____

NUMBER OF LOTS PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS _____ _____

- NUMBER OF LOTS **TOTAL** 356.00

COST $350.00

OWNER/DEVELOPER INFORMATION:

NAME David Peck
ADDRESS 18411 Brangus Rd Shawnee OK
CONTACT NUMBERS 405-445-2556
EMAIL ADDRESS David.Peck227@gmail.com

PROJECT ENGINEER INFORMATION:

NAME Landes Engineering
ADDRESS 903 E 35th st Shawnee OK 74804
CONTACT NUMBERS 405-275-5388
EMAIL ADDRESS Landesengineering@Landesengineering.net.

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

FINAL PLAT

NORTHCREEK VILLAS

A REPLAT OF NORTHCREEK MANOR, BEING A PART OF THE NW/4 OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Northcreek Villas, L.L.C., does hereby certify that they are the owners of and the only persons, firms, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate. In Witness Whereof, the undersigned have caused this instrument to be executed this __ day of _____, 20__.
Covenants, reservations and restrictions for this addition are contained in a separate instrument.

_____
Paul Bass
Managing Member

State of Oklahoma)
)SS:
County of _____)

The foregoing instrument was acknowledged before me this __ day of _____, 20__.

My Commission Expires:

_____ _____
Notary Public

LAND SURVEYOR'S CERTIFICATE

I, Delbert W. Converse, Professional Land Surveyor, do hereby certify that the annexed plat of Northcreek Villas, an addition to the County of Pottawatomie County, Oklahoma, meets the Oklahoma Minimum Standards For The Practice Of Land Surveying as adopted by The Oklahoma State Board of Registration For Professional Engineers and Land Surveyors. I further certify that this Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

_____
Delbert W. Converse, P.L.S. 1262

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this____ day of _____, 20___.

My Commission Expires:

_____ _____
Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County, State of Oklahoma, hereby certifies that according to the records of said County, title to the land included in the annexed plat of NORTHCREEK VILLAS, a Replat of Northcreek Manor, to Shawnee, Pottawatomie County, Oklahoma, appears to be vested in *Northcreek Villas*, L.L.C.. All lands described and referred to are unencumbered by pending actions, judgements, liens, mortgages, taxes and other encumbrances, EXCEPT oil, gas and other mineral leases and interests which have been previously conveyed and easements and general mortgages of record.

Executed at the City of Shawnee, Pottawatomie County, State of Oklahoma, on this ___ day of _____, 20____.

ATTEST: First American Title Insurance Co.

By:_____
Authorized Officer

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)

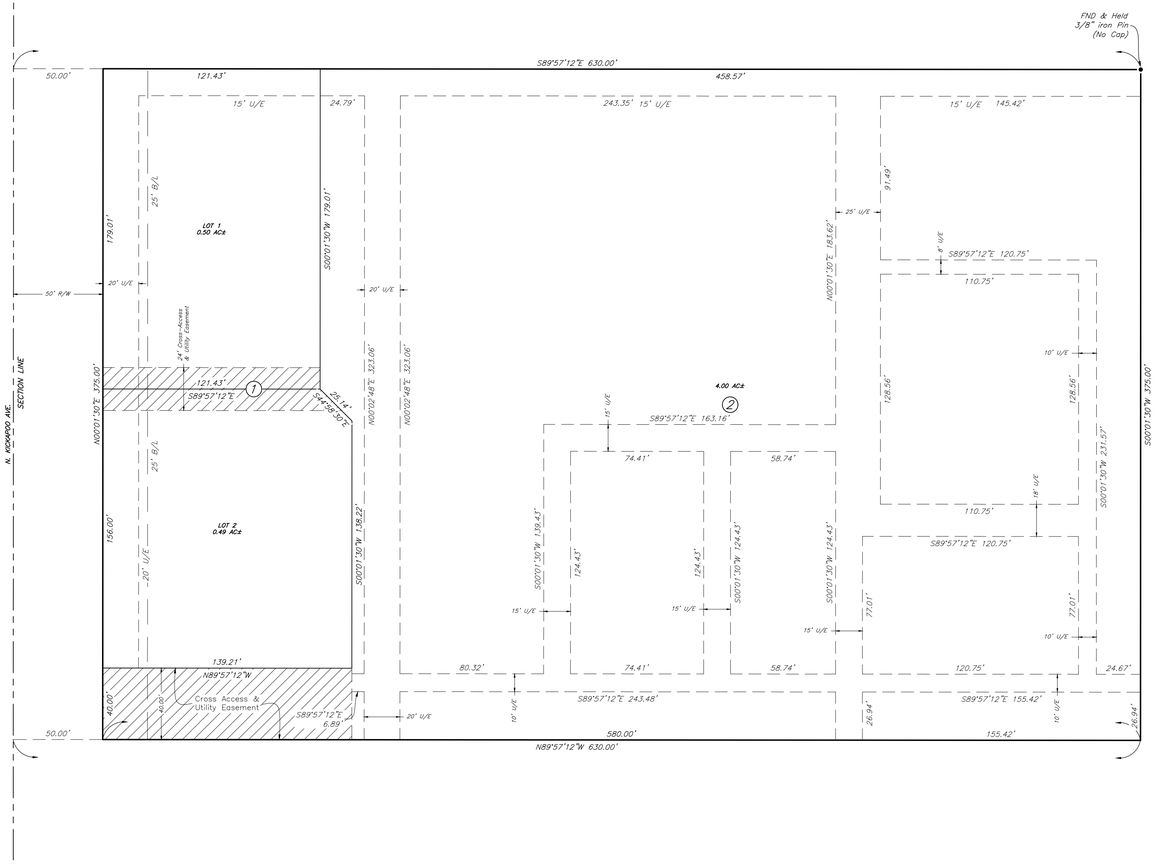
The foregoing instrument was acknowledged before me this ____ day of _____, 20___.
By _____, Authorized Officer of First American Title Insurance Company, on behalf of the Corporation.

My Commission Expires:

_____ _____
Notary Public

LEGAL DESCRIPTION

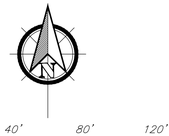
Beginning at the SW Corner of the NW/4 Section 6, T10N-R4E, thence N00°01'30"E, 375.0'; thence S89°57'12"E, 630.0'; thence S00°01'30"W, 375.0'; thence N89°57'12"W, 630.0' to the point or place of beginning.



FLOOD STATEMENT

This property is located in Flood Zone 'X' (Areas determined to be outside the 0.2% annual chance floodplain) per F.I.R.M. Map Number 40125C0206-J, Panel 206 of 550, Pottawatomie County, Oklahoma and Incorporated areas, revised 5/16/2019.

PRELIMINARY COPY.
FOR REVIEW ONLY.



SCALE: 1" =40'

BASIS OF BEARING OF N00°01'30"E ALONG THE WEST LINE OF THE RECORDED PLAT OF NORTHCREEK MANOR, BEING A SUBDIVISION OF THE NW/4 OF SECTION 6, T10N-R4E, I.M., SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

LEGEND

(○)	INDICATES 3/8" IRON PIN SET W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)	C.B.	CHORD BEARING
		C.L.	CHORD LENGTH
		(P)	DISTANCE OR BEARINGS ACCORDING TO THE RECORDED PLAT OF AMERICAN COUNTRY ESTATES, PHASE 1
(●)	INDICATES FOUND MONUMENT		
R/W	RIGHT-OF-WAY	(R)	RECORDED DISTANCE OR BEARING ACCORDING TO PROVIDED LEGAL DESCRIPTION
U/E	UTILITY EASEMENT		
D/E	DRAINAGE EASEMENT		
B/L	BUILDING LINE	(M)	MEASURED DISTANCE OR BEARING ACCORDING TO FOUND MONUMENTS
P.O.B.	POINT OF BEGINNING		
P.O.C.	POINT OF COMMENCEMENT		

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 20__, and prior years on the land shown on the annexed plat of NORTHCREEK VILLAS, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the City of Shawnee, Oklahoma,
this __ day of _____, 20__.

_____
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on the __ day of _____, 20__.

_____
Chairman

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

BE IT RESOLVED by the Council of the City of Shawnee, Oklahoma, that the dedications shown on the annexed plat of NORTHCREEK VILLAS, to Shawnee, Pottawatomie County, Oklahoma, are hereby accepted.

Adopted by the Council of the City of Shawnee, Oklahoma,
this __ day of _____, 20__.

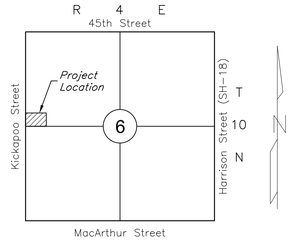
ATTEST: City of Shawnee, Oklahoma

_____ _____
City Clerk Mayor

CERTIFICATE OF THE CITY CLERK

I, _____, City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this __ day of _____, 20__.

_____
City Clerk



LOCATION MAP
Scale: 1" = 2000'

OWNER'S CORPORATE SEAL | OWNER'S NOTARY SEAL | LAND SURVEYOR'S SEAL | SURVEYOR'S NOTARY SEAL | BONDED ABSTRACTOR'S SEAL | COUNTY TREASURER'S SEAL | CITY CORPORATE SEAL

DWG FILE: Z:\PROJECTS\ENGINEERING\2025\ENG 202-25 NORTH CREEK MANOR-PAUL BASS\SITE DESIGN.DWG

LANDES ENGINEERING L.L.C. & ASSOCIATES www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 (405) 275-5388 CA #2260 EXP. 6-30-27	Northcreek Villas SHAWNEE, OKLAHOMA	
DATE: 10/06/2025	REV.	DRAWN BY: ml CHECKED DWC
		SHEET NUMBER: 1 of 1

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

Date: January 20, 2026

To: Board of City Commissioners

From: Petya Stefanoff, Interim Community Development Director

Subject: Public hearing of a request to rezone the property addressed as 1402 East Independence Street from C-1 (Local Commercial District) to R-3 (High Density Residential District). Case No. RZ08-25 | Applicant: Jerry Roca and Landes Engineering

Background: The property addressed as 1402 East Independence Street is located on the north side of East Independence Street, a little over a block east of North Center Avenue. It is currently zoned C-1 (Local Commercial District), with similar zoning located at the property adjacent to the southwest as well as east across North Elm Avenue. Directly to the north, the adjacent property is zoned TA (Transitional Agriculture District), and the properties beyond those directly touching the subject property are predominantly zoned R-1 (Low Density Residential District). Across the street to the south is Sequoyah Elementary School, and next to it is a Church building. The owner and applicant are requesting to rezone this property from C-1 (Local Commercial District) to R-3 to allow for apartments, specifically with the intent to remodel the building and create affordable housing.

Discussion
The Comprehensive Plan Future Land Use Map predicts Low Density Residential uses in this area. The desired zoning district, R-3 (High Density Residential), is designed for multifamily uses serving as a transition between medium-density residential development and commercial nodes.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. "…*be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change.*"

Staff completed the required public hearing notifications for this application. All property owners within 300 feet of the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in the County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property. Staff has received two written objection letters regarding this rezoning from the nearby residents.

Findings and Facts:

- The requested zoning is nearby to the east.

- The current zoning is to the west and a block to the east.
- The current building on the site is abandoned.
- Utility services are available nearby
- Staff has received two objection letters.

Options:

- Accept the Planning Commission's recommendation and approve Case No. RZ09-25 to rezone a portion of the subject property.
- Approve the request with certain conditions
- Overturn the Planning Commission's recommendation and deny the request.
- Defer the request to a certain date for additional and specific information.

Financial Impact: None

Attachments: RZ08-25 PC to CC Record of Action, Application Packet, 29337750-ENG 801-25-Civil Plans, Becky Young Objection letter received 1.2.26, Gayle Hucks Planning Commission letter, Gayle Hucks photos, Gayle Hucks Opposition letter for City Commission

Staff Recommendation: Staff recommends accepting the Planning Commission's recommendation of approval.

RECORD OF ACTION

DATE: January 13, 2026

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

==========

CASE NO: RZ08-25

REQUEST: Public hearing and Consideration of a request to Rezone the property addressed as 1402 E Independence Street from C-1 (Local Commercial) to R-3 (High Density Residential) with the intent to renovate the existing building to accommodate affordable housing.

Applicant: Jerry Roca and Landes Engineering

Subject Property Address: 1402 E Independence St

Legal Description: A tract of land in Lot 8, Bradley's 2nd Addition to the City of Shawnee, described as beginning 135 feet East of the SW/Corner of said Lot 8, running thence East 200 feet; thence North 295.6 feet; thence West 200 feet; thence South 295.6 feet to the point of beginning, Pottawatomie County, Oklahoma.

Current Zoning: C-1 (Local Commercial) **Requested Zoning:** R-3 (High Density Residential)

Staff Recommendation: Staff recommends approval of the request.

==========

Planning Commission Meeting Date: January 7, 2026

PC Recommendation: Approval.

Conditions: N/A

Vote: 4 -- 1 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
ALEXANDER						ABSENT
PORTER				X		
REESE						ABSENT
BARRETT (CHAIR)		X	X			
HAYES			X			
JOHNSON			X			
BURRELL	X		X			

PLANNING COMMISSION APPLICATION

City of Shawnee
OKLAHOMA

City of Shawnee
Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only
Case Number:_____
Project Number :_____
Date Filed:_____
_____
Planning Commission Secretary

REQUEST:

✓ Rezoning
_____Conditional Use Permit
_____Rezoning w/Conditional Use Permit
_____Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area,
from UC District to R-3 District,
as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1402 E Independance
LEGAL DESCRIPTION: Sec 8 T10 R4E
PROPERTY OWNER (S): Butler roofing LLC
PROPERTY AGENT **(APPLICANT):** Landes engineering
APPLICANT'S ADDRESS: 903 E 35th
CITY: Shawnee STATE: OK ZIP: 74801
EMAIL ADDRESS: Landesengineering@landesengineering.net
TELEPHONE NUMBER: (405) 275-5388 CONTACT NUMBER:(____)
DIMENSIONS OF PROPERTY: AREA: 59,120sqft WIDTH: 200'
LENGTH: 295.6 FRONTAGE: 200'
CURRENT ZONING: UC **CURRENT USE:** abandoned
PROPOSED ZONING: R-3 **PROPOSED USE:** apartments

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

_____
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 280.00
RECEIPT NO. _____
PLANNED UNIT DEVELOPMENT FEE $ 550.00
NOTIFICATION SIGN $ 50.00

PLANNING COMMISSION ACTION:_____ **DATE:**_____
CITY COMMISSION ACTION:_____ **DATE:**_____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:**_____

Civil Development Plans for

Wehost Shawnee Apartments

1402 E. Independence Road
Shawnee, Oklahoma

GENERAL CONSTRUCTION NOTES

1. The Contractor is responsible for the location of all utilities and must have all utilities located prior to commencing any excavation. the Contractor shall verify the invert and flowline elevations of all water lines, sanitary sewers, storm drains, drainage structures, and surface drainage courses prior to laying any new pipe. the Contractor must call OKIE at (405) 840-5032 or dial 8-1-1 to have all public utilities (water and sanitary sewer lines) and franchised utilities (electric lines, telephone cables, fiber optic lines, cable television, gas lines and oil pipelines) located at least two (2) days prior to starting construction.

2. The Contractor is responsible for the protection of all utility lines and structures, whether shown or not, both public and private. Any damage to a utility line or structure, because of the Contractor's actions, shall be repaired solely at the Contractor's expense to a condition as good or better than that prior to the damage. The Contractor must call 9-1-1 immediately if a natural gas pipeline is cut, damaged or otherwise disturbed. The City fire department and gas line operator must inspect the pipe before work can resume at that location.

3. The Contractor must notify the following persons at least forty-eight (48) hours in advance of placing or removing any barricades or otherwise modifying existing traffic control devices or placing any temporary traffic control device:

4. The Contractor must notify all affected city utility customers at least ten (10) working days prior to anticipated service interruption. All work must be carried out carefully to minimize customer service interruption during construction. Streets temporarily closed to through traffic during construction shall remain open to local traffic to the maximum extent practical during the work. Detour routes shall be furnished by the Engineer. The Contractor shall furnish and erect all detour signage as directed. 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/or other protective barriers, and take such other precautionary measures for the protection of persons or property and of the work as are necessary. A sufficient number of barricades shall be erected to keep vehicles from being driven into any work under construction. Failure to comply with this requirement will result in the Engineer shutting down the work until the Contractor has provided the necessary protection. All such barricades and signs and the use thereof shall be in strict compliance with The Manual On Uniform Traffic Control Devices, Part 4 - Highway Traffic Signals.

5. All construction materials and work shall conform to all applicable City, State or County specifications with the additional supplements, as referenced in the project documents.

6. All elevations shown are North American Vertical Datum of 1988 (NAVD88). All dimensions to curb are to the face of curb. All dimensions to street centerlines are to the centerline of the right-of-way or section line.

7. The Contractor shall develop and make all detailed surveys needed for construction. The cost of the construction survey and staking shall be included in the price bid for Other Items of Work and are the responsibility of the Contractor to coordinate.

8. All fences removed as a result of the Contractor's actions shall be replaced in kind with fencing equal to or better than the original fence. All costs for fence removal and replacement shall be included in the price bid for other items of work.

9. All work not classified as a contract pay item shall be considered incidental construction and the cost for such shall be included in the price bid for Other Items of Work.

10. Sediment control for utility construction is required. Trenches must be backfilled at the end of each day's work. No more trench shall be opened than can be completed in the same day unless temporary silt fence is placed immediately downstream of any area intended to remain disturbed for more than one day. Excavated materials shall be placed on the high side of the trench.

11. City personnel are not permitted to enter any trench or excavation more than five (5) feet deep, for any reason, unless it is sloped or shored in accordance with 29 CFR 1926 OSHA Subpart P, "Excavations and Trenches."

12. All disturbed, unpaved areas within easements and right-of-way shall be seeded, fertilized, and watered in accordance with ODOT Specifications Phase 232, "Seeding", as required under the "Revegetation" pay item if provided or as noted otherwise on the plans. Seeded areas shall be repaired and maintained until all portions of the project are complete and approved for final acceptance. All other areas disturbed as a result of the Contractor's actions shall be restored in a manner acceptable to the Engineer to a condition as good or better than that prior to the disturbance at no expense to the Client.

13. All removed salvageable public utility items shall remain the property of the City and shall be stockpiled in an area within the project limits designated by the Engineer for collection by City forces.

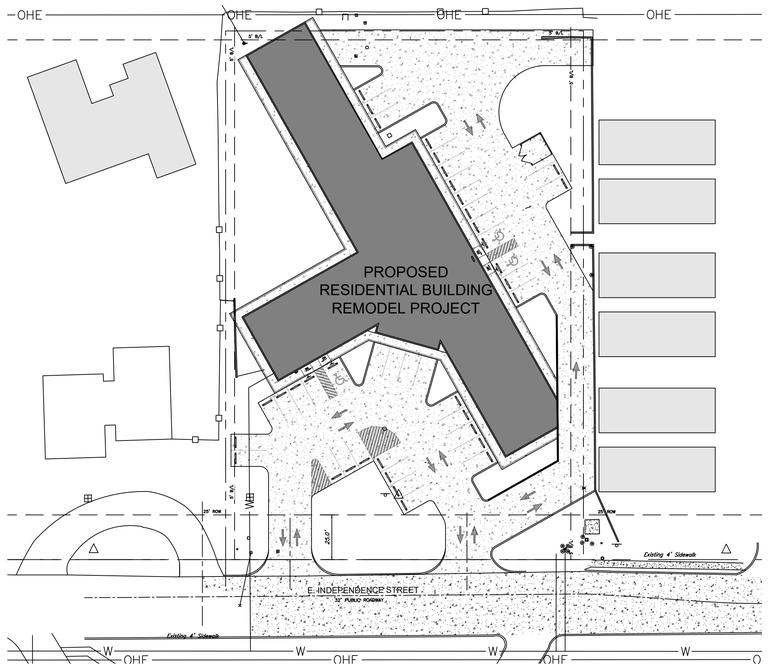
14. All ditches disturbed during construction shall be reshaped and sloped to drain. Solid slab sod shall be used in all areas where soil has been exposed and positive means of sod stabilization shall be used to prevent displacement of sod by storm waters.

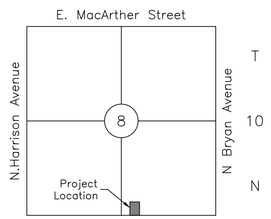
15. Erosion control devices in the form of sediment fences are required at driveway culverts, street culverts, drainage structures, storm sewer manholes and sanitary sewer manholes located in ditches where soil has been disturbed. Those items shall be placed as directed by the Engineer and the cost shall be included in other items.

OKIE811 Know what's below 811 before you dig.

Note To Contractors
Call Okie: 811 or 1-800-522-6543
Location of underground utility services. Contractors must contact this number prior to any excavation or construction.

Every effort has been made to locate and identify approximate locations of underground utility lines. Buried utilities are not necessarily as shown. It is the responsibility of the Contractor to locate and preserve all services. Contractor must contact all utilities prior to any construction.





LOCATION MAP
Scale: 1" = 2000'

LEGAL DESCRIPTION

BRADLEY'S 2nd (PT SW SE 8-10-4) BEG 135'E SW/C LOT 8 E200' N295.6' W200' S295.6' POB

PROJECT DESCRIPTION

One-Story Residential Building Remodel
26 Unit Apartment Building
20 - One Bedroom Units
6 - Two Bedroom Units

FLOOD STATEMENT

Subject Property is located in Flood Zone "X" (Areas determined to be outside the 0.2% Annual Chance Floodplain) per FEMA F.I.R.M. Number 40125C0207J, Panel 14 of 21, Pottawatomie County, Oklahoma and Incorporated areas, effective 5-16-2019.

PROPERTY OWNER:

Brian Butler

--------, OK -----

CURRENT ZONING:

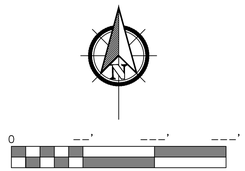
Local Commercial

ADOPTED CODES:

2018 International Building Code
2018 International Mechanical Code
2018 International Plumbing Code
2018 National Fire Code
2020 National Electric Code
2009 IECC & ICC/ANSI A117.1

REQ. THIRD PARTY INSPECTIONS:

Add any 3rd Party inspections required



LEGEND

- Found Monument
- Benchmark
- Sanitary Sewer Manhole
- Sanitary Sewer Cleanout
- Storm Sewer Manhole
- Water Valve
- Water Meter
- Fire Hydrant
- Water Faucet
- Pullbox
- Sign
- Power Pole
- Transformer Pole
- Light Pole
- Electric Pedestal
- Electric Transformer
- Electric Meter
- Gas Meter
- Traffic Signal Pole
- Telephone Pedestal
- Communications Manhole
- Tree
- Shrub
- Wood Fence
- Chainlink Fence
- Wire Fence
- SS — Sanitary Sewer
- TUG — Underground Telephone
- G — Underground Gas
- UGE — Underground Electric
- W — Water Line
- CATV — Cable Television
- FOC — Fiber Optic Cable
- OHE — Overhead Electric

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
SITE PLAN SHEETS	
C-1	Title Sheet
C-2	Existing Topography
C-3	Demolition Plan
C-4	Erosion Control Plan
C-5	Site Plan
C-6	Grading Plan
C-7	Private Storm Sewer Plan
C-8	Utility Plan
C-9	Landscape Plan
C-10 to C-	Construction Standard Details
PUBLIC INFRASTRUCTURE PLAN SHEETS	
--1	Title Sheet
--2	Plan & Profile
--3 to	Construction Standards

LANDES ENGINEERING & ASSOCIATES P.L.L.C.
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903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 06/30/2027

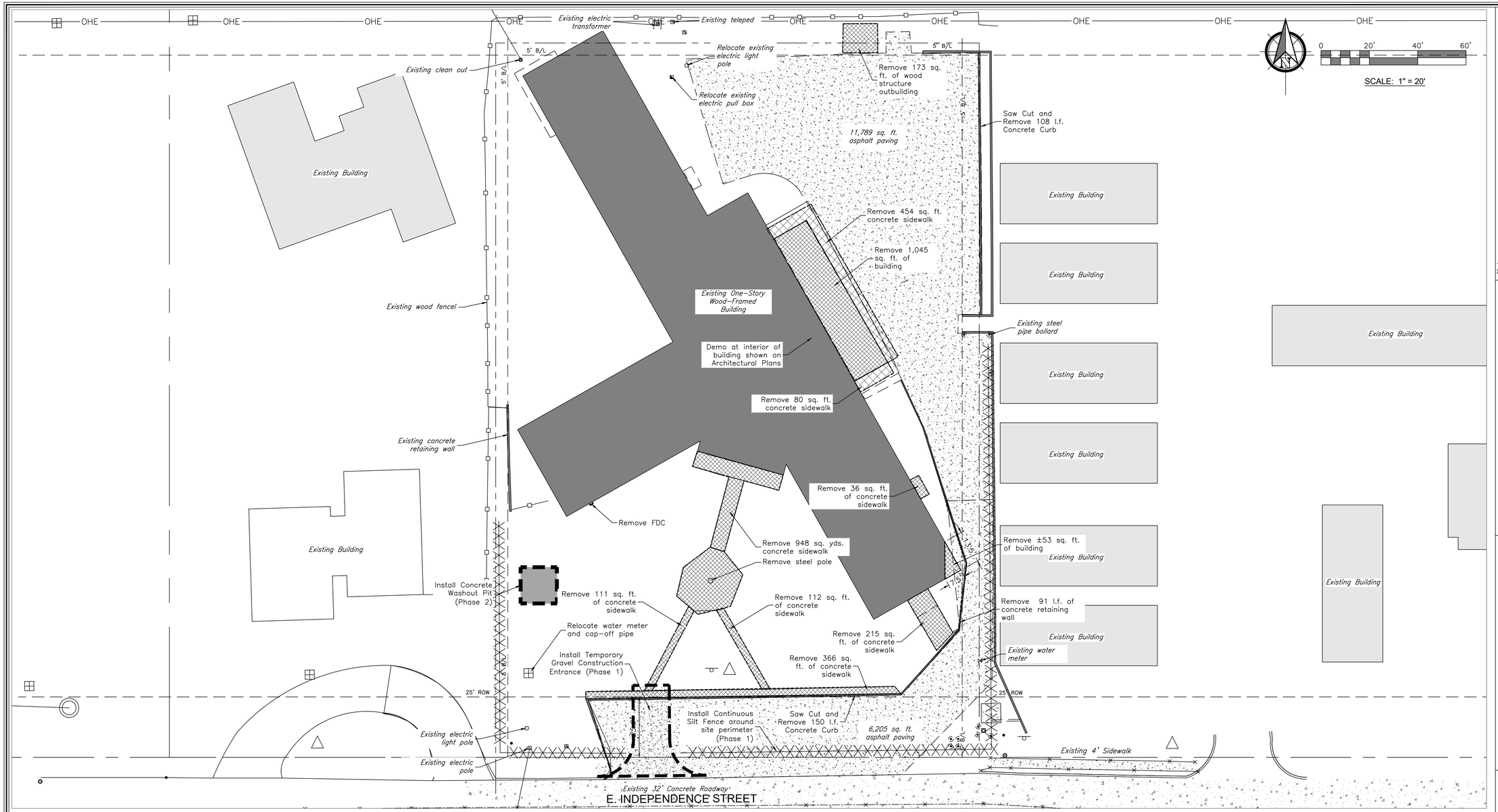
Client: Brian Butler
Project: Wehost Shawnee Apartments, Shawnee, OK
Sheet Title: Title Sheet
Design: STL | Check: STL
Drawn: KD | Project No: ENG 801-25
Sheet: C - 1

Revisions

No.	Date	Desc
	10/31/2025	

Stephen T. Landes P.E. #19539

DWG FILE: Z:\PROJECTS\ENGINEERING\2025\ENG 801-25 BUTLER NURSING HOME REMODEL\ENG 801-25-SITE PLAN.DWG



EROSION CONTROL NOTES

1. Sediment control for utility construction is required. Trenches must be backfilled at the end of each day's work. No more trench shall be opened than can be completed in the same day unless temporary silt fence is placed immediately downstream of any area intended to remain disturbed for more than one day. Excavated materials shall be placed on the high side of the trench.

2. All disturbed, unpaved areas within easements and right-of-way shall be seeded, fertilized, and watered in accordance with ODOT Specifications Phase 232, "Seeding", as required under the "Revegetation" pay item if provided or as noted otherwise on the plans. Seeded areas shall be repaired and maintained until all portions of the project are complete and approved for final acceptance. All other areas disturbed as a result of the Contractor's actions shall be restored in a manner acceptable to the Engineer to a condition as good or better than that prior to the disturbance at no expense to the Client.

3. No land disturbing activity shall be conducted within the City except in such manner that:

   a. Stripping of vegetation, re-grading and other development activities shall be conducted so as to minimize erosion. Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Construction must be sequenced to minimize the exposure time of cleared surface area.

   b. Property owners shall be responsible, upon completion of land disturbing activities, for leaving slopes so that they will not erode. Such methods should include re-vegetation, sodding, mulching, rip-rapping, or guniting. Regardless of the method used, the objective will be to leave the site erosion-free and maintenance-free as practicable.

   c. Whenever feasible, natural vegetation shall be retained, protected, and supplemented.

   d. Stabilization measures shall be initiated within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased unless earth disturbing activities on a portion of the site will be resumed within 21 days, temporary stabilization measures do not have to be initiated on that portion of the site. Stabilization measures must be in accordance with standards approved by the Director or designee. Permittee must diligently continue and maintain such stabilization measures until a Notice of Termination has been accepted by the Director or designee.

   e. A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized.

   f. To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized.

   g. Neighboring persons and property shall be protected from damage or loss resulting from excessive stormwater runoff, soil erosion or deposition upon private or public property or public streets of water transported silt and debris. Adjacent property owners shall be protected from land devaluation due to exposed bare banks.

   h. Controlled Construction Entrance/Exit shall be maintained in a condition that will prevent tracking or flowing of sediment onto the public right-of-way.

   i. Erosion and sediment control measures must be in place and functional before earth moving operations begin, and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday, but must be replaced at the end of the workday.

   j. Structural controls shall be designed and maintained as required to prevent pollution. All surface water flowing toward the construction area shall, to the extent practicable, be diverted by using berms, channels, or sediment traps as necessary. Erosion and sediment control measures shall be designed according to the size and slope of disturbed or drainage areas, to detain runoff and trap sediment. Discharges from sediment basins and traps must be through a pipe or lined channel so that the discharge does not cause erosion.

   k. There shall be no distinctly visible floating scum, oil or other matter contained in the stormwater discharge. The stormwater discharge must not cause an objectionable color contrast in the receiving water. The stormwater discharge must result in no materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream.

Erosion Control Phasing

Phase 1:
Install temporary Gravel Construction Entrance and continuous Silt Fence along perimeter prior to beginning earthwork. Maintain perimeter Silt Fence until construction completion and vegetation is established on disturbed areas.

Phase 2:
Install Concrete Washout and additional Silt Fence as needed for trenching and surfacing. Maintain until construction completion and vegetation is established on the disturbed areas.

Phase 3:
After grading site and installing Storm Sewer, install Rock Bag/Filter Mat erosion control devices at Private Storm Sewer Inlets and additional Silt Fence in Stormwater Holding Area and at Outlet to prevent sediment from entering the Public Storm Sewer System (see Sheet C-7 for Private Storm Sewer layout). Maintain until construction completion and vegetation is established on the disturbed areas.

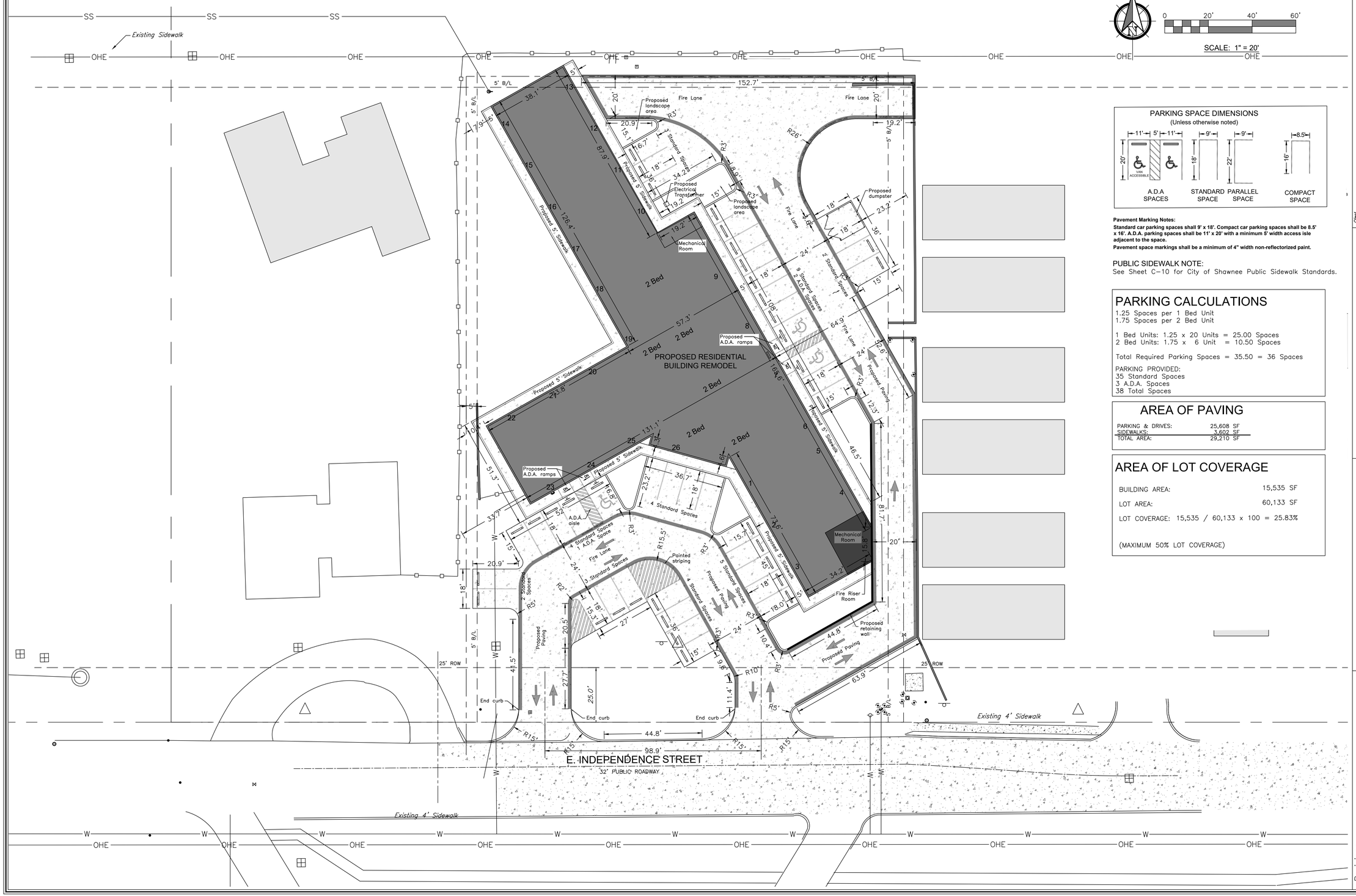
LANDES ENGINEERING & ASSOCIATES P.L.L.C.
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(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 06/30/2027

Stephen T. Landes P.E. #19539 — 10/31/2025 Date

Revisions

No.	Date	Desc

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Existing Topo, Demo, & Erosion Control Plan
Design: STL | Check: STL
Drawn: KD | Project No: ENG 801-25
Sheet: C - 2



0 20' 40' 60'

SCALE: 1" = 20'

PARKING SPACE DIMENSIONS

(Unless otherwise noted)

Pavement Marking Notes:
Standard car parking spaces shall 9' x 18'. Compact car parking spaces shall be 8.5' x 16'. A.D.A. parking spaces shall be 11' x 20' with a minimum 5' width access isle adjacent to the space.
Pavement space markings shall be a minimum of 4" width non-reflectorized paint.

PUBLIC SIDEWALK NOTE:
See Sheet C–10 for City of Shawnee Public Sidewalk Standards.

PARKING CALCULATIONS

1.25 Spaces per 1 Bed Unit
1.75 Spaces per 2 Bed Unit

1 Bed Units: 1.25 x 20 Units = 25.00 Spaces
2 Bed Units: 1.75 x 6 Unit = 10.50 Spaces

Total Required Parking Spaces = 35.50 = 36 Spaces

PARKING PROVIDED:
35 Standard Spaces
3 A.D.A. Spaces
38 Total Spaces

AREA OF PAVING

PARKING & DRIVES:	25,608 SF
SIDEWALKS:	3,602 SF
TOTAL AREA:	29,210 SF

AREA OF LOT COVERAGE

BUILDING AREA:	15,535 SF
LOT AREA:	60,133 SF

LOT COVERAGE: 15,535 / 60,133 x 100 = 25.83%

(MAXIMUM 50% LOT COVERAGE)

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CA # 2260 EXP. 06/30/2027

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Site Plan
Design: STL | Check: STL
Drawn: KD | Project No: ENG 801-25
Sheet: C - 3

Revisions

No.	Date	Desc
	10/31/2025	

Stephen T. Landes P.E. #19539
10/31/2025
Date

2018 INTERNATIONAL FIRE CODE
APPENDIX D - FIRE APPARATUS ACCESS ROAD

SECTION D101 - GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code.*

SECTION D102 - REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds.

SECTION D103 - MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders (see Figure D103.1).

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

- Exception: Grades steeper than 10 percent as *approved* by the *fire code official*.

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official.*

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4 - Requirements for Dead-end Fire Apparatus Access Roads

Length (ft.)	Width (ft.)	Turnaround Required
0 - 150	20	None required
151 - 500	20	120' Hammerhead, 60' "Y" or 96' dia. Cul-de-sac in accordance with Figure D103.1
501 - 750	26	120' Hammerhead, 60' "Y" or 96' dia. Cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required.	

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet. Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet.
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official.*
6. Methods of locking shall be submitted for approval by the *fire code official.*
7. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

D103.6 Signs. Where required by the *fire code official,* fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

D103.6.1 Roads 20 to 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide.

D103.6.2 Roads more than 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide.

SECTION D104 - COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet shall be provided with two separate and *approved* fire apparatus access roads.

- Exception: Projects having a gross *building area* of up to 124,000 square feet that have a single *approved* fire apparatus access road where all buildings are equipped throughout with *approved automatic sprinkler systems.*

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

SECTION D105 - AERIAL FIRE APPARATUS ACCESS ROADS

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by *the fire code official.*

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the *fire code official.*

SECTION D106 - MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be equipped throughout with two separate and *approved* fire apparatus access roads.
Exception: Projects having up to 200 *dwelling units* shall have not fewer than one *approved* fire apparatus access road where all buildings, including nonresidential occupancies, are equipped throughout with *approved automatic sprinkler systems* installed in accordance with Section 903.3.1.1or903.3.1.2.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads regardless of whether they are equipped with an *approved automatic sprinkler system.*

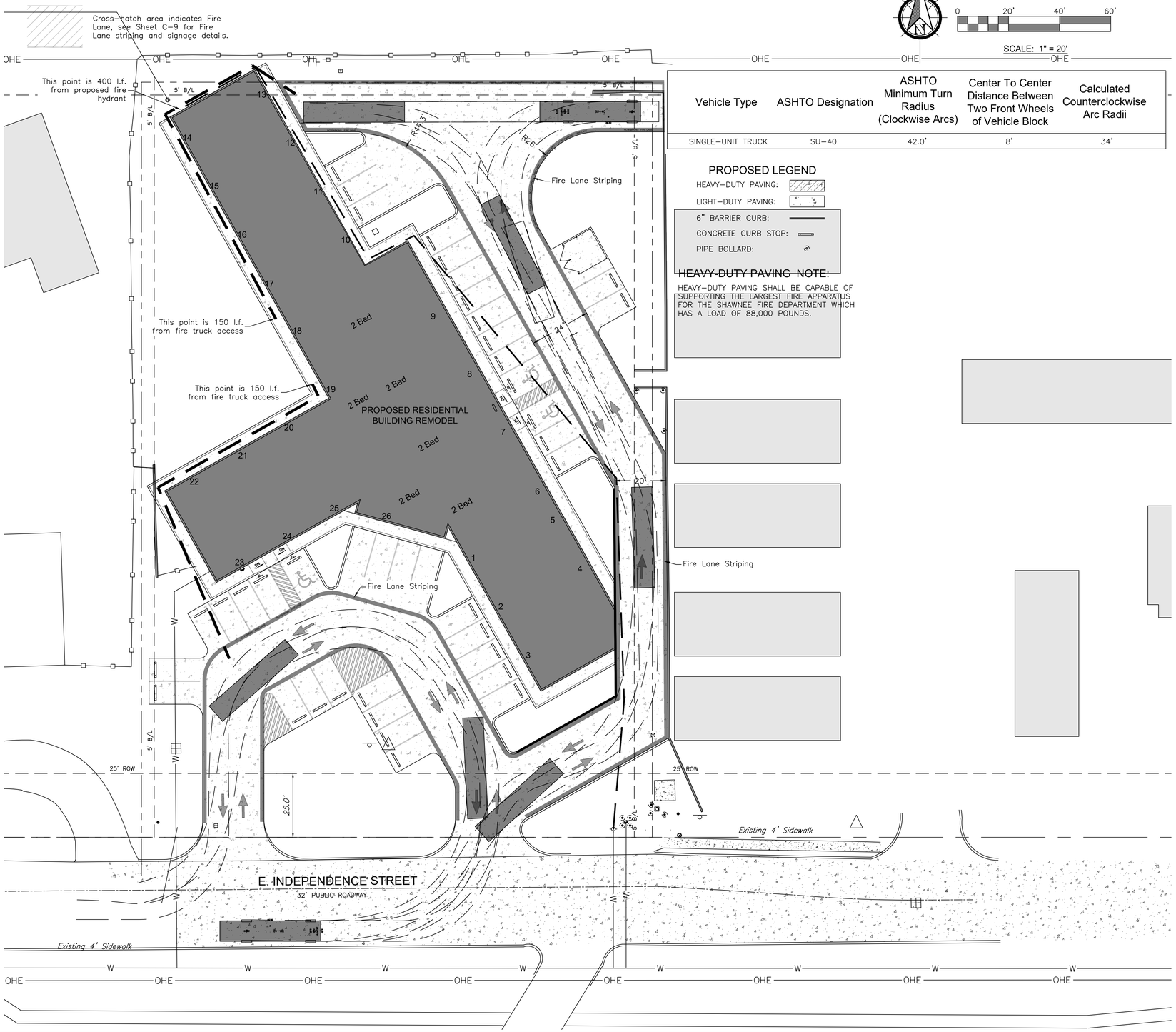
D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION D107 - ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family *dwellings* where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads.
Exceptions:

1. Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by *the fire code official.*

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.



Vehicle Type	ASHTO Designation	ASHTO Minimum Turn Radius (Clockwise Arcs)	Center To Center Distance Between Two Front Wheels of Vehicle Block	Calculated Counterclockwise Arc Radii
SINGLE-UNIT TRUCK	SU-40	42.0'	8'	34'

PROPOSED LEGEND

HEAVY-DUTY PAVING:
LIGHT-DUTY PAVING:
6" BARRIER CURB:
CONCRETE CURB STOP:
PIPE BOLLARD:

HEAVY-DUTY PAVING NOTE:

HEAVY-DUTY PAVING SHALL BE CAPABLE OF SUPPORTING THE LARGEST FIRE APPARATUS FOR THE SHAWNEE FIRE DEPARTMENT WHICH HAS A LOAD OF 88,000 POUNDS.

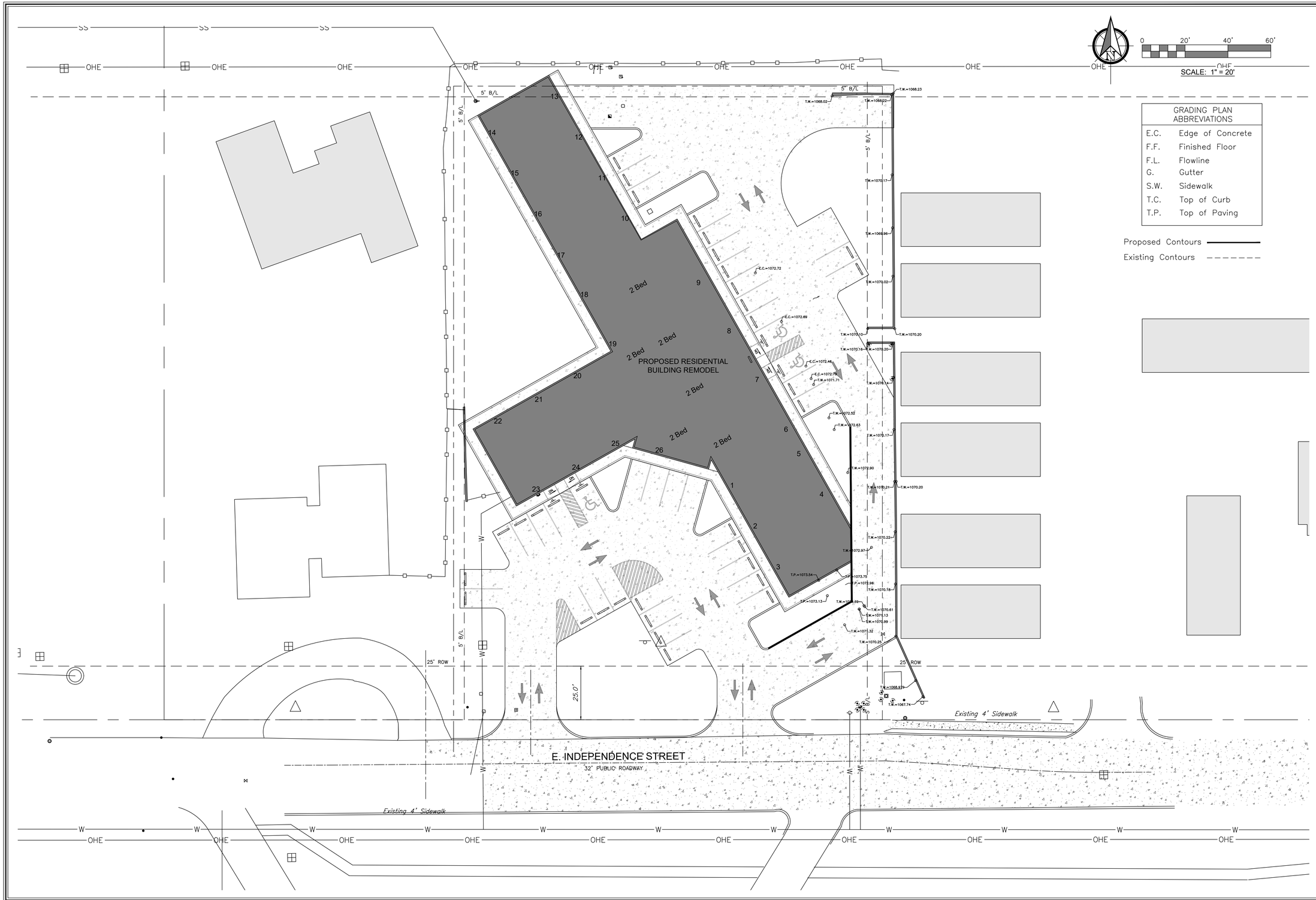
0 20' 40' 60'
SCALE: 1" = 20'

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CA # 2260 EXP. 06/30/2027

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Fire Access Lane Site Plan
Design: STL | Check: STL | Project No: ENG 801-25
Drawn: KD
Sheet: C - 4

Stephen T. Landes P.E. #19539
10/31/2025
Date

Revisions
No. | Date | Desc



GRADING PLAN ABBREVIATIONS	
E.C.	Edge of Concrete
F.F.	Finished Floor
F.L.	Flowline
G.	Gutter
S.W.	Sidewalk
T.C.	Top of Curb
T.P.	Top of Paving

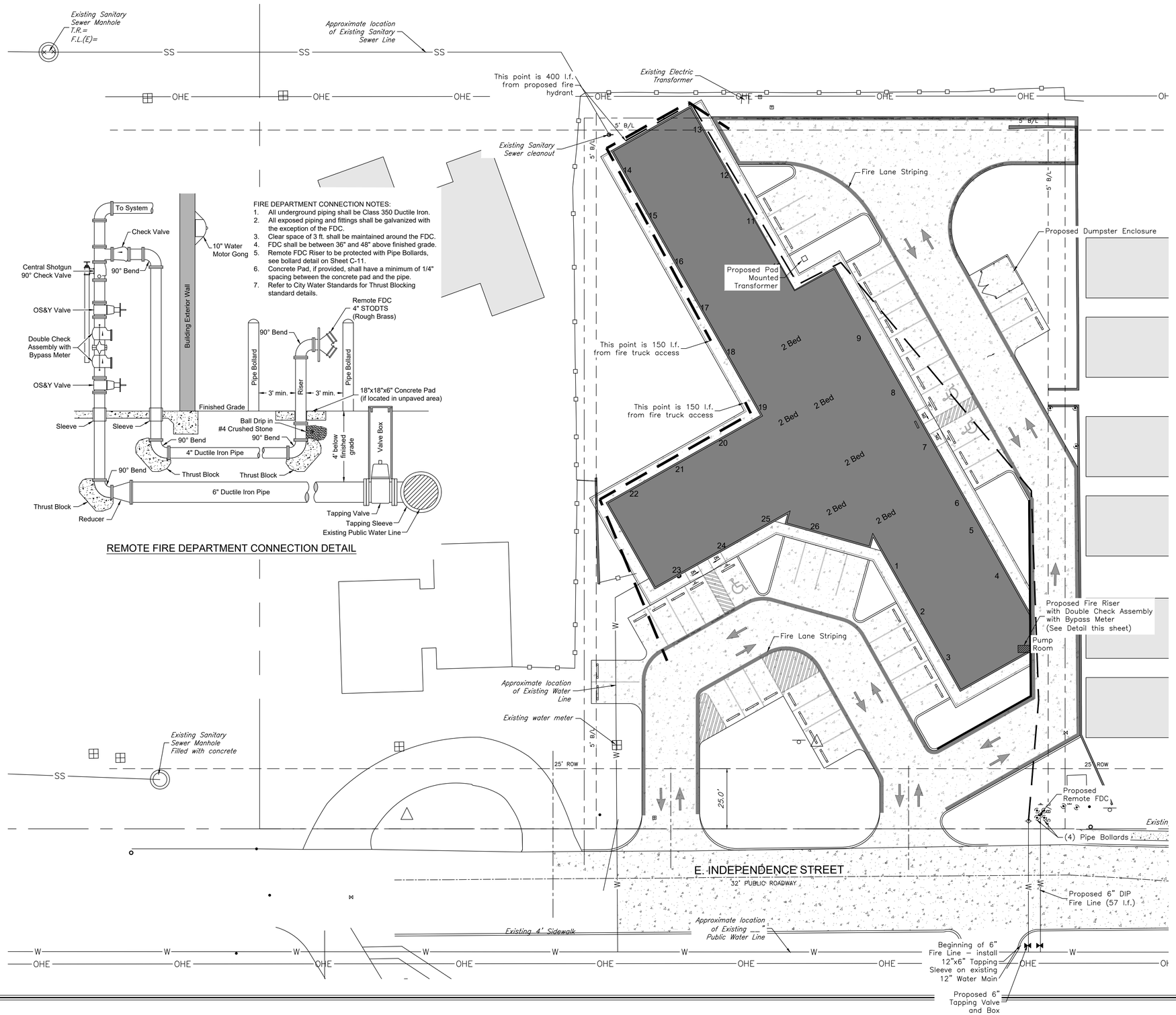
Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Grading Plan
Design: STL | Check: STL
Drawn: KD | Project No: ENG 801-25
Sheet: C - 5

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Stephen T. Landes P.E. #19539 — 10/31/2025 Date

Revisions

No.	Date	Desc



REMOTE FIRE DEPARTMENT CONNECTION DETAIL

FIRE DEPARTMENT CONNECTION NOTES:

1. All underground piping shall be Class 350 Ductile Iron.
2. All exposed piping and fittings shall be galvanized with the exception of the FDC.
3. Clear space of 3 ft. shall be maintained around the FDC.
4. FDC shall be between 36" and 48" above finished grade.
5. Remote FDC Riser to be protected with Pipe Bollards, see bollard detail on Sheet C-11.
6. Concrete Pad, if provided, shall have a minimum of 1/4" spacing between the concrete pad and the pipe.
7. Refer to City Water Standards for Thrust Blocking standard details.

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CA # 2260 EXP. 06/30/2027

Stephen T. Landes P.E. #19539
10/31/2025
Date

Revisions

No.	Date	Desc

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Utility Plan
Design: STL
Drawn: KD
Check: STL
Project No: ENG 801-25
Sheet: C - 6

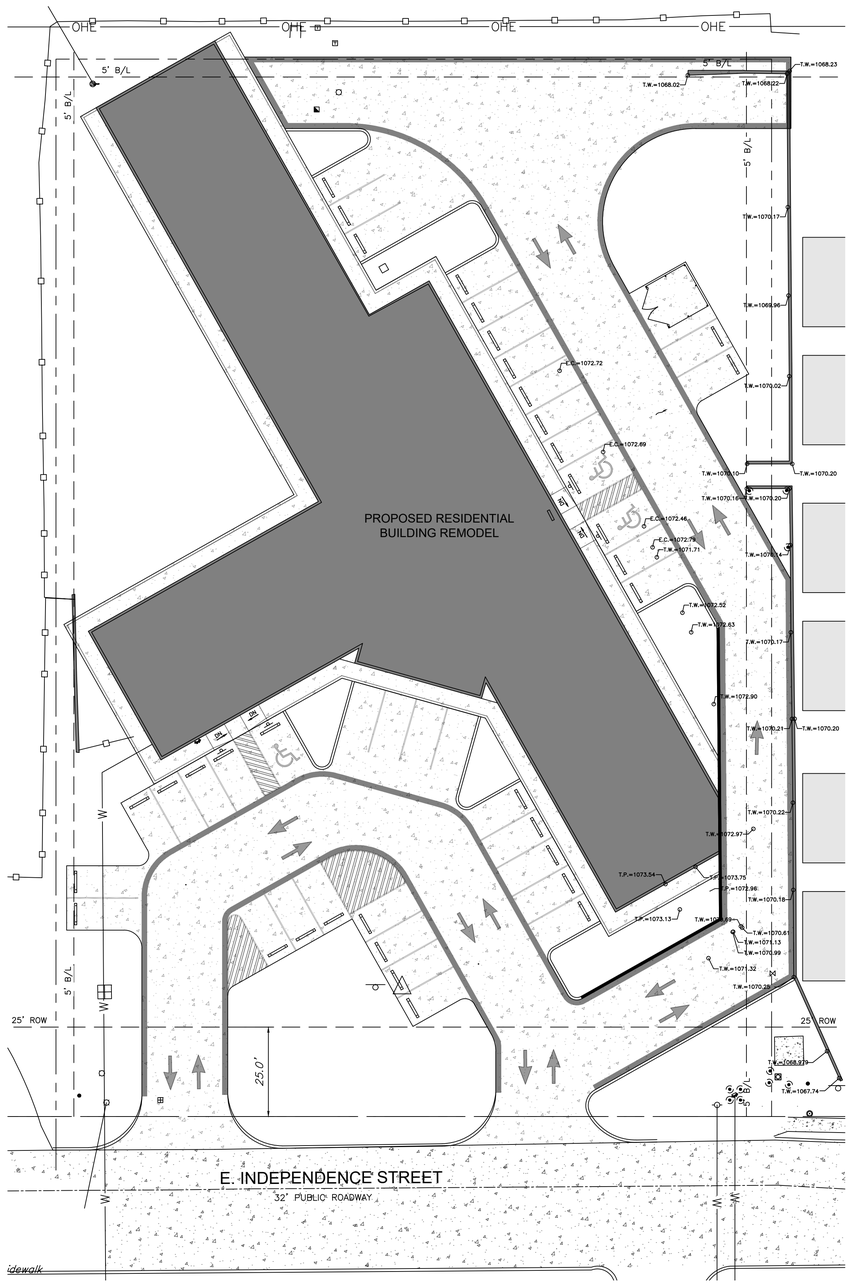
CITY OF SHAWNEE REQUIREMENT

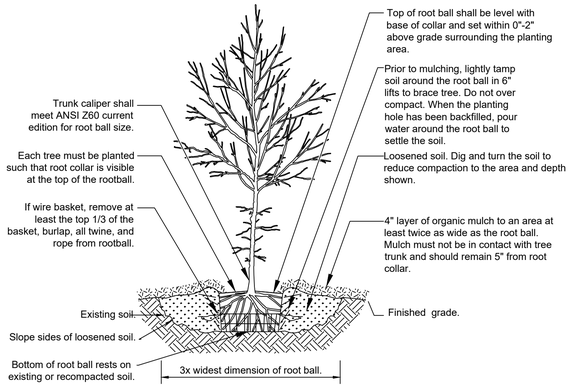
REQUIREMENT CALCULATIONS				
AREA	REQUIREMENT	MEASUREMENTS	REQUIRED	PROVIDED
Frontage (10' setback)	1 tree per 35 l.f.	231 l.f.	7 Trees	9 Trees
Side Yard (5' setback)	1 tree per 400 s.f.	4,971 s.f.	13 Trees	15 Trees
Rear Yard (10' setback)	1 tree per 400 s.f.	1,788 s.f.	5 Trees	7 Trees
Parking Lot Perimeter	1 tree per 6 parking spaces	101 spaces	17 Trees	20 Trees
	3 shrubs per 6 parking spaces	101 spaces	51 Shrubs	126 Shrubs
Overall Site	10% of overall site	106,685 s.f.	10,669 s.f.	14,080 s.f.

CITY OF SHAWNEE LANDSCAPE NOTES:

1. All landscaping to comply and be installed per City of Shawnee Zoning Code Section 22-440.
2. All trees and shrubs shall meet the minimum size and spacing standards set forth in Table 22-441 of the City of Shawnee Zoning Code.
3. All landscaping shall be in place prior to issuance of a Certificate of Occupancy, unless seasonal conditions make installation unfeasible, in which case the improvements shall be bonded.
4. A minimum of 10% of the overall site shall be landscaped, where yard areas are legally not required and not provided by the applicant. 50% of landscaping must be evergreen.
5. Existing noninvasive vegetation may be used in meeting landscape requirements. When existing mature trees are protected on the site the decision-making body may reduce the number of new trees required by a ratio of one-inch caliper of new tree(s) for every one-inch caliper of existing tree(s) protected.
6. Bark dust, chips, aggregate, or other non-plant ground covers may be used, but shall cover no more than 60% of the area to be landscaped and shall be confined to areas underneath plants. Non-plant ground covers cannot be a substitute for ground cover plants.
7. The use of drought-tolerant native plant species is encouraged, and may be required when irrigation is not available. Irrigation shall be provided for plants that are not drought-tolerant. If the plantings fail to survive, the Property Owner shall replace them with an equivalent specimen. Table 22-441 of the City of Shawnee Zoning Code provides a list of recommended species. All irrigation installed shall be automatic.
8. Landscaping company is to be contracted prior to building completion to insure all plants for site have been ordered.
9. Landscaping Company will guarantee all plants for a six month period (minimum) from diseases and death not related to poor landscaping maintenance and management.
10. No trees may be placed in sight triangle at drive approaches. Plantings within the sight triangle shall not exceed a mature height of 24 inches.
11. Trees that reach a mature height of more than fifteen (15) feet shall not be planted within ten (10) feet of an overhead utility line.
12. Vegetation, other than groundcover or turf grass shall not be planted with three (3) feet of a fire hydrant or above ground traffic control box.
13. Fire Lanes shall have a minimum of 20 feet unobstructed width, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 of the 2019 International Fire Code (IFC), and an unobstructed vertical clearance of not less than 13 feet 6 inches.
14. Fire Lanes shall have a minimum of 26 feet unobstructed width, exclusive of shoulders, in the immediate vicinity of the building or portion thereof, and an unobstructed vertical clearance of not less than 13 feet 6 inches (In accordance with 503.2.1).

1. All landscaping to comply and be installed per City of Moore Landscaping Ordinance.
2. All landscaping shall be in place prior to issuance of a Certificate of Occupancy, unless seasonal conditions make installation unfeasible, in which case the improvements shall be bonded.
3. All trees and shrubs shall meet the minimum size and spacing standards set forth in the City of Moore Landscaping Ordinance.
4. Existing noninvasive vegetation may be used in meeting landscape requirements. When existing mature trees are protected on the site the decision-making body may reduce the number of new trees required by a ratio of one-inch caliper of new tree(s) for every one-inch caliper of existing tree(s) protected.
5. Bark dust, chips, aggregate, or other non-plant ground covers may be used, but shall cover no more than 60% of the area to be landscaped and shall be confined to areas underneath plants. Non-plant ground covers cannot be a substitute for ground cover plants.
6. The use of drought-tolerant native plant species is encouraged, and may be required when irrigation is not available. Irrigation shall be provided for plants that are not drought-tolerant. If the plantings fail to survive, the Property Owner shall replace them with an equivalent specimen.
7. All irrigation installed shall be automatic.
8. Landscaping company is to be contracted prior to building completion to insure all plants for site have been ordered.
9. Landscaping Company will guarantee all plants for a six month period (minimum) from diseases and death not related to poor landscaping maintenance and management.
10. No trees may be placed in sight triangle at drive approaches.
11. Plantings that exceed 15' tall at maturity shall not be located beneath overhead utility lines.
12. Fire Lanes shall have a minimum of 20 feet unobstructed width.

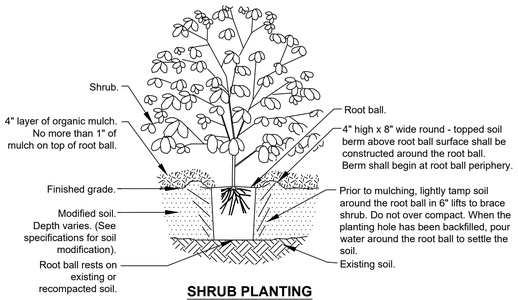




TREE WITH BERM PLANTING
EXISTING SOIL NOT MODIFIED
SECTION VIEW

TREE PLANTING NOTES:

1. Trees shall be of quality prescribed in crown observations and root observations details and specifications.
2. See City o Landscape Ordinance for further requirements related to this detail.



SHRUB PLANTING
EXISTING MODIFIED SOIL
SECTION VIEW

SHRUB PLANTING NOTE:

1. Shrubs shall be of quality prescribed in the root observations detail and specifications.
2. See City Landscape Ordinance for further requirements related to this detail.

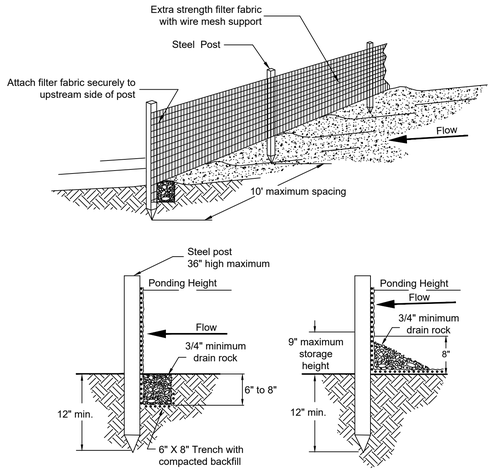
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CA # 2260 EXP. 06/30/2027

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Landscape Plan
Design: STL | Check: STL | Project No: ENG 801-25
Drawn: KD
Sheet: C - 7

Revisions

No.	Date	Desc

Stephen T. Landes P.E. #19539
10/31/2025
Date

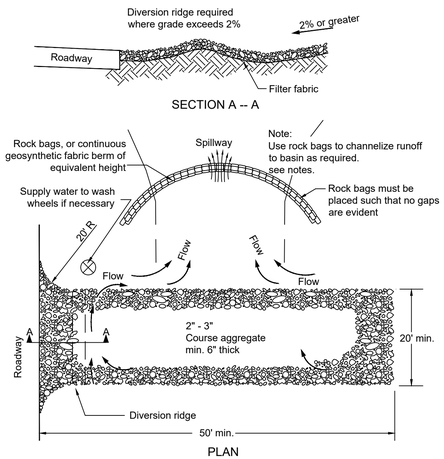


TRENCH DETAIL INSTALLATION WITHOUT TRENCHING

FILTER FABRIC SILT FENCE

FILTER FABRIC SILT FENCE NOTES:

1. Silt fencing is to used around perimeter of property unless preliminary grading is completed to ensure controlled discharge off property.
2. Silt fence will be required in any area where runoff could adversely effect construction.
3. 3Must be installed properly to avoid notice of violation.
4. Silt fence shall be placed on slope contours to maximize ponding efficiency.
5. Inspect and repair fence after each storm event and remove sediment when necessary. 9" maximum recommended storage height.
6. Removed sediment shall be deposited to an area that will not contribute to sediment off-site and can be permanently stabilized.



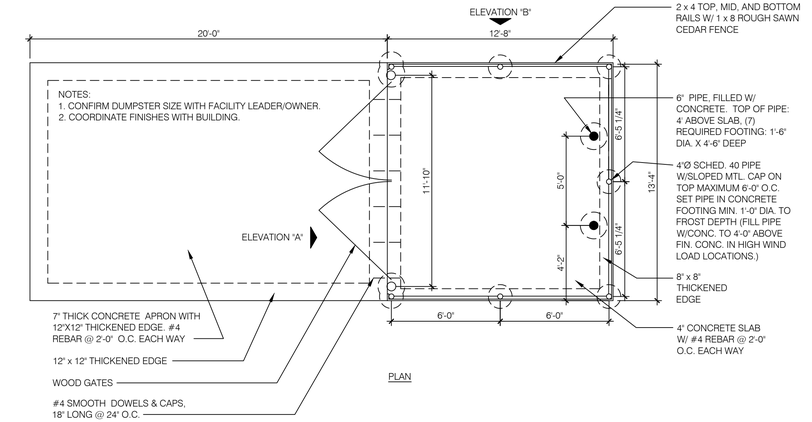
SECTION A -- A

PLAN

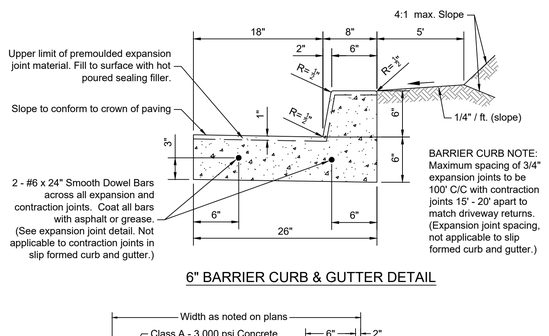
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE NOTES:

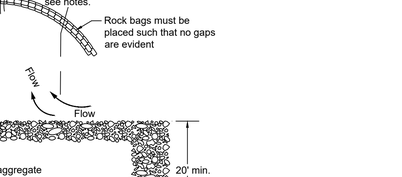
1. The entrance shall be maintained in a condition that will prevent tracking or flowing of sediment onto public right-of-ways. This may require top dressing, repair and/or cleanout of any measures used to trap sediment.
2. When necessary, wheels shall be cleaned prior to entrance onto public right-of-way.
3. When washing is required, it shall be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin.
4. Rock bags or sandbags shall be placed such that no gaps are evident.



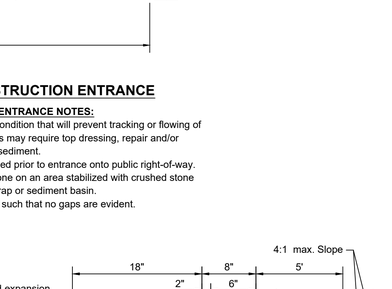
PLAN



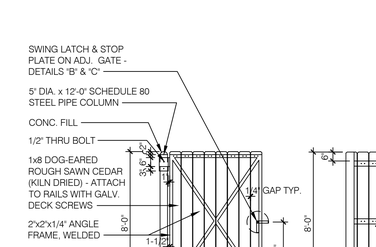
6" BARRIER CURB & GUTTER DETAIL



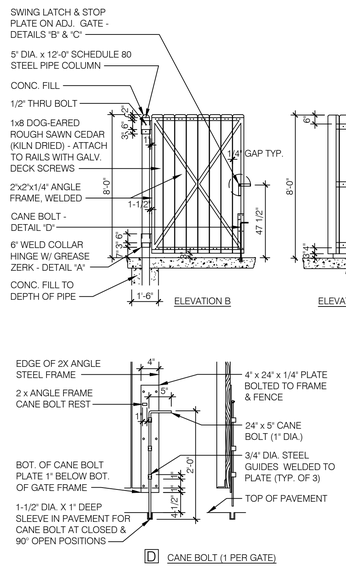
SIDEWALK TURNED DOWN EDGE DETAIL



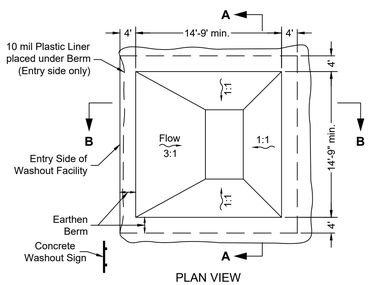
CONCRETE PAVING
TYPICAL SECTION



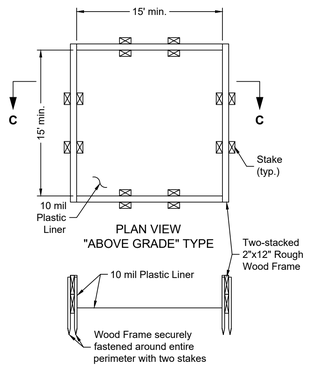
PARKING AREA PAVING DETAIL
ASPHALT OPTION



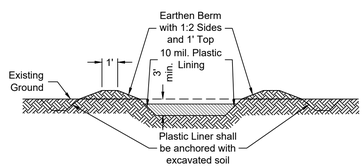
CONCRETE WASHOUT PIT



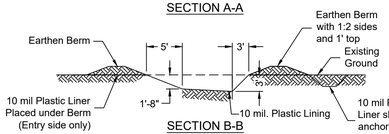
PLAN VIEW



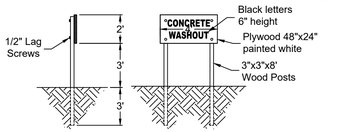
SECTION C-C



SECTION A-A



SECTION B-B



SIDE VIEW FRONT VIEW

"CONCRETE WASHOUT" SIGN DETAILS

CONCRETE WASHOUT NOTES:

1. All Construction and Materials requirements shall be in accordance with Section 220.04H(2) of the 2019 ODOT Standard Specifications.
2. Temporary Concrete Washout Devices should be constructed above grade or below grade at the option of the Contractor.
3. Provide a Washout Area a minimum of 50 feet away from inlets, swales, drainage ways and channels, if the site configuration provides sufficient space to do so, in no case shall the Concrete Washout Device be installed closer than 20 feet from inlets, swales, drainage ways and channels.
4. Plastic Liner shall conform to ASTM D-4397, be a minimum of 10 mil. (0.10 inches) thick, and free of all tears and holes, and be impermeable.
5. Signs shall be placed at the Construction Entrance, at the location of the Concrete Washout Device, and elsewhere as necessary to clearly indicate the location of the facility to operators of concrete trucks and pump rigs.
6. Use excavated material for perimeter berm construction.
7. The Concrete Washout Device shall be installed prior to concrete placement on site, and should remain in place until all concrete for the project is placed.
8. Concrete materials, accumulated in pit, shall be removed along with the plastic liner, once the pit has reached 50% capacity, using suitable water tight containers and disposed of in accordance with local, state and federal regulations or in a manner approved by the Resident Engineer.
9. All materials, labor and sign needed to construct and maintain the Concrete Washout Device shall be included on Other Items of Work.
10. Alternative designs of the Concrete Washout Device may be used if approved by the Resident Engineer.

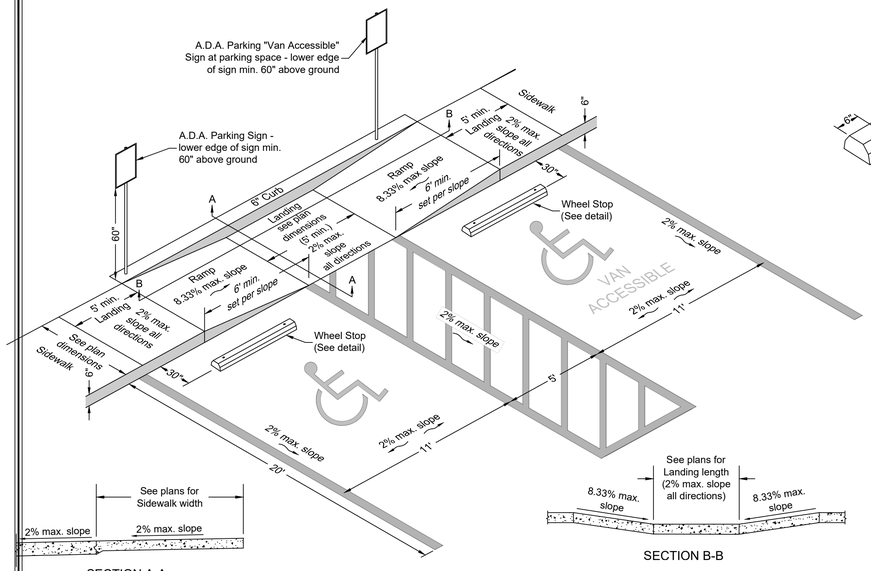
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Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Construction Details
Design: STL | Check: STL | Project No: ENG 801-25
Drawn: KD
Sheet: C - 8

10/29/2025 Date
Stephen T. Landes P.E. #19539

Revisions

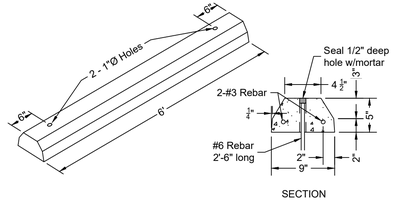
No.	Date	Desc



SECTION A-A

SECTION B-B

A.D.A. RAMP & PARKING DETAILS

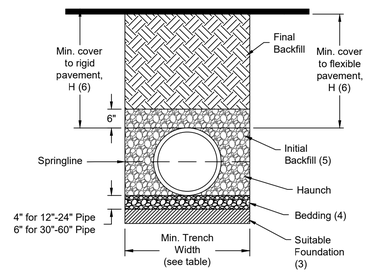


SECTION

PRECAST CONCRETE WHEEL STOP

CURB RAMP NOTES:

1. While the maximum ramp slope is 8.33%, it is suggested that a slope of 7.10% be used leaving a 1.23% tolerance.
2. Sidewalk cross slope shall be a maximum of 2%.
3. It is suggested that a digital level be used during construction.
4. A curb ramp is defined as the entire concrete surface which includes the ramp & flared sides. The 4' wide center portion, including the detectable surface if required, shall have a slope of 8.33% (1:12) maximum, and a cross slope not to exceed 2%. The "flared side" of the ramp shall have a slope of 10% (1:10) maximum measured along the curb. The curb ramp shall have a surface tolerance of 1/4" maximum per 10' straight edge.
5. The surface of the curb ramp, and detectable surface material if required, shall be stable, firm and slip resistant. The concrete curb ramp surface shall be broom finished transverse to the axis of the ramp and shall be slightly rougher than the finish of the adjacent sidewalk surface.
6. A level landing 4' deep, with a 2% maximum slope in each direction shall be provided at the upper end of each ramp to allow safe egress from the ramp surface. The width of the level landing shall be at least as wide as the width of the ramp.
7. When vertical obstructions are present near the curb at the end of the flared side or when the curb ramp is diagonal to the curb, which will result in an extremely long flared side surface, the affected flared side may be cut and terminated perpendicular to the curb, provided that the maximum slope of 10% is achieved on each of the resulting planes.



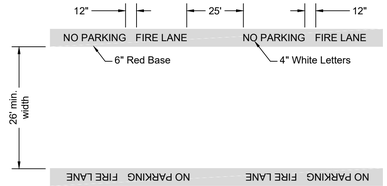
HDPE PIPE BEDDING DETAIL

RECOMMENDED MINIMUM TRENCH WIDTHS

Pipe dia.	Min. Trench Width
4"	21"
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	39"
24"	48"
30"	56"
36"	64"
42"	72"
48"	80"
54"	88"
60"	96"

HDPE PIPE BEDDING NOTES:

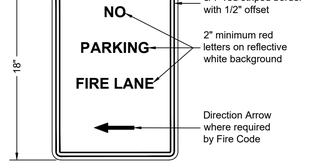
1. All pipe systems shall be installed in accordance with ASTM D2321, "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and other Gravity Flow Applications", latest addition.
2. Measures should be taken to prevent migration of native fines into backfill material, when required.
3. Foundation: Where the trench bottom is unstable, the Contractor shall excavate to a depth required by the Engineer and replace with suitable material as specified by the Engineer. As an alternative and at the discretion of the Engineer, the trench bottom may be stabilized using a geotextile material.
4. Bedding: Suitable material shall be Class I, II or III. The Contractor shall provide documentation for material specification to Engineer. Unless otherwise noted by the Engineer, minimum bedding thickness shall be 4" for 4"-24"; 6" for 30"-60".
5. Initial Backfill: Suitable material shall be Class I, II or III in the Pipe Zone extending not less than 6" above crown of Pipe. The Contractor shall provide documentation for material specification to Engineer. Material shall be installed as required in ASTM D2321, latest edition.
6. Minimum Cover: Minimum cover, H, in non-traffic applications (grass or landscape areas) is 12" from the top of pipe to ground surface. Additional cover may be required to prevent flotation. For traffic applications, minimum cover, H, is 12" up to 48" diameter pipe and 24" of cover for 54"-60" diameter pipe, measured from top of pipe to bottom of flexible pavement or to top of rigid pavement.
7. Crusher run rock backfill shall be placed in all trenches up to ground level where sewer lines cross below proposed or existing pavement. Pavement cuts of public infrastructure shall be restored in accordance with the City standard detail.



FIRE LANE STRIPING DETAIL

FIRE LANE STRIPING NOTES:

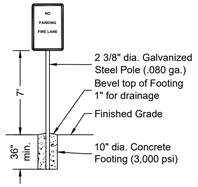
1. **All fire lane markings shall be legible from the center of the fire lane.**
2. **Fire lane striping shall be 6" red stripe with 4" white letters.**
3. **"NO PARKING FIRE LANE" shall be spaced every 25 feet.**



FIRE LANE "NO PARKING SIGN" DETAIL

FIRE LANE SIGN NOTES:

1. **Signs shall be have a minimum dimension of 12 inches wide by 18 inch high and have red letters on a white reflective background.**
2. **Signs shall be installed at least every 40 feet along both sides of fire lanes, at a height and location which may be easily seen by the public and acceptable to the Fire Marshal.**



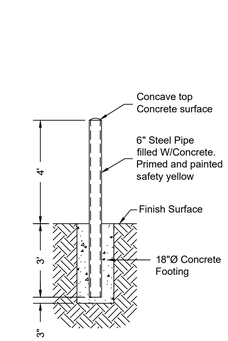
FIRE LANE "NO PARKING SIGN" INSTALLATION DETAIL

ROOF DRAIN CONNECTION DETAIL

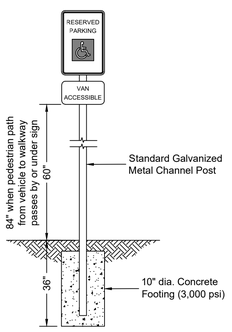
FIRE APPARATUS ROAD NOTES:
Where a fire hydrant is located

Where required by fire code official, fire apparatus access roads (Fire Lanes) shall be marked signs complying with Section D103.6 of the 2018 International Fire Code (IFC). Signs shall be have a minimum dimension of 12 inches wide by 18 inched high and have red letters on a white reflective background.
Signs shall be posted on one or both sides of the fire apparatus road as required by Sections D103.6.1 and D103.6.2 of the 2018 IFC.
Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide. (Section D103.6.1 of the 2018 IFC)
Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are more than 26 feet wide and less than 32 feet wide. (Section D103.6.2 of the 2018 IFC)

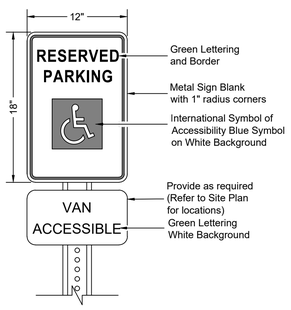
installed at least every 40 feet along both sides of fire lanes, at a height and location which may be easily seen by the public and acceptable to the Fire Marshal.



PIPE BOLLARD DETAIL



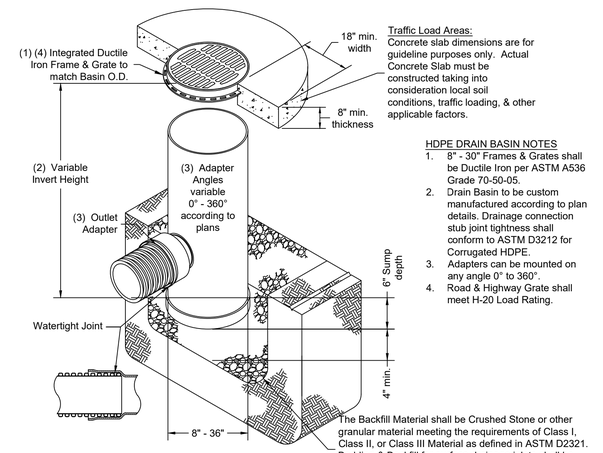
SIGN INSTALLATION



AMERICANS WITH DISABILITIES ACT (A.D.A.) PARKING SIGN

A.D.A. SIGN NOTES:

1. Detail is meant as a general guideline.Refer to local municipality for sign type, verbiage and dimensions.
2. Signs shall be located so that they cannot be obscured by a vehicle parked in the space.



Traffic Load Areas:
Concrete slab dimensions are for guideline purposes only. Actual Concrete Slab must be constructed taking into consideration local soil conditions, traffic loading, & other applicable factors.

HDPE DRAIN BASIN NOTES

1. 8" - 30" Frames & Grates shall be Ductile Iron per ASTM A536 Grade 70-50-05.
2. Drain Basin to be custom manufactured according to plan details. Drainage connection stub joint tightness shall conform to ASTM D3212 for Corrugated HDPE.
3. Adapters can be mounted on any angle 0° to 360°.
4. Road & Highway Grate shall meet H-20 Load Rating.

The Backfill Material shall be Crushed Stone or other granular material meeting the requirements of Class I, Class II, or Class III Material as defined in ASTM D2321. Bedding & Backfill for surface drainage inlets shall be placed & compacted uniformly in accordance with ASTM D2321.

HDPE DRAIN BASIN DETAIL

LANDES ENGINEERING & ASSOCIATES P.L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 06/30/2027

Client: Brian Butler
Project: Wehost Shawnee Apartments - Shawnee, OK
Sheet Title: Construction Details
Design: STL | Check: STL | Sheet: C - 8
Drawn: KD | Project No: ENG 801-25

10/29/2025 Date
Stephen T. Landes P.E. #19539

Revisions

No.	Date	Desc

Diana Hood

From: Becky Young <beckyjyoung33@gmail.com>
Sent: Friday, January 2, 2026 1:09 PM
To: Diana Hood
Subject: [EXTERNAL EMAIL]Rezoning Request Case # RZ08-25 1402 E Independence

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

I received notice of this request and after speaking with neighbors , I was surprised to learn that the existing structure would qualify for government funding for low income clients. I have been a homeowner here for the last 11 years (1312 Charles Dr.). Like most homeowners I feel like I pay a lot in property taxes but I understand the importance of what those taxes are needed for. I also understand the need for affordable housing and how it is a source of jokes about how everyone wants affordable housing but just not in their neighborhood.

However, one of my concerns is the estimated number of units proposed. Another concern is parking for that number of residents and a third concern is the condition of this long abandoned building. I don't often make complaints or comments on such matters. My only selfish concern about this is that it might mean children like my grandchildren might not get to enjoy the multitude of wildlife in our yard (deer, rabbits, turkeys, squirrels, birds, etc.)

But, thinking outside myself, and given the current uncertain economy, I don't think this would be good for myself, my neighbors, or those looking for good quality affordable housing. I am a lifelong Shawnee resident and I am disappointed to see so many homeless in our city but I don't think this is the answer.

Thank you for your time,

Rebecca Young

Preston & Gayle Hucks
1401 E Charles Dr
Shawnee, OK 74804-4126

To Whom it may concern:

We have resided at 1401 Charles Drive for 22.5 years. We have been retired seniors for the past eight years.

We purchased our property in Sept 2003. 145 feet (East side) of our residential property abuts to the Nursing Home property.

The Nursing Home size is 1.36 acres. The age of this property is 66 years. The Nursing Home has had five owners since 2003.

We have observed the neglect of the Nursing Home at 1402 E Independence over this time period. The Nursing Home has been vacated/abandoned since 2010. The last time we can recall any business use of this building was 2009 – 2010.

During the last 15 years the property has been neglected extensively, both exterior and interior. During this time period the property has been subjected to weather and water damage, vandalism on the property, theft of exterior items, overgrown ground cover, fallen trees, neglected trees, and any maintenance on the building.

The current state of this property should be condemned due to the neglect and poor maintenance. The exterior of the property is in deplorable and unsafe condition. There is mold and mildew on exterior brick. Windows have been broken and boarded up for years. We have experienced a flood of animals, snakes, rats, possums, and skunks from this property. The property was not mowed or cleaned up unless I personally submitted a complaint to the Shawnee Action personnel.

The safety and integrity of the property is of concern for myself and other residential property owners whose property abuts to the Nursing Home. The infrastructure has not been used in 15 plus years.

I highly suggest members of the Planning Development Department, Planning Commission and City Commission visit and do a walk around of the Nursing Home Property to personally visualize the condition of this property.

I have personal photos I have taken over the years to substantiate our concerns.

Sincerely,

Gayle Hucks

Gayle Hucks

Preston & Gayle Hucks
1401 E Charles Dr
Shawnee, OK 74804
Phone 405.205.6029
gayle.hucks@gmail.com

Dec. 29, 2025

To Members of the Planning Commission Board.

Subject: Opposition to Rezoning Request Case # RZ08-25. Rezone from C-1 (Local Commercial) To R-3 (High Density Residential).

Dear Board Members,

I am writing as a concerned resident of 1401 E Charles Dr, Shawnee, OK, to formally express my strong opposition to the proposed rezoning of 1402 E Independence from its current zoning C-1 (Local Commercial) to R-3 (High Density Residential).

My primary objections stem from the significant negative impacts this change will have on our established neighborhood:

1. Safety: Increase in crime, vandalism, theft, trespassing, and property damage. Higher instances of domestic issues, or general disturbances leading to increased police calls and a feeling of insecurity.
2. Property Value: Spot rezoning lowering property value in residential area.
3. Noise & Privacy: Additional noise and activity on property can lead to diminished privacy on residential property.
4. Strain on Infrastructure: The proposed property has been vacant for 15 years; concern water and sewer systems are equipped to handle the added burden leading to potential overloads.
5. Neighborhood Character: Changes to the character of neighborhood with decreased quality of life. Concerns for neighborhood children living next to or close to rezoned property.

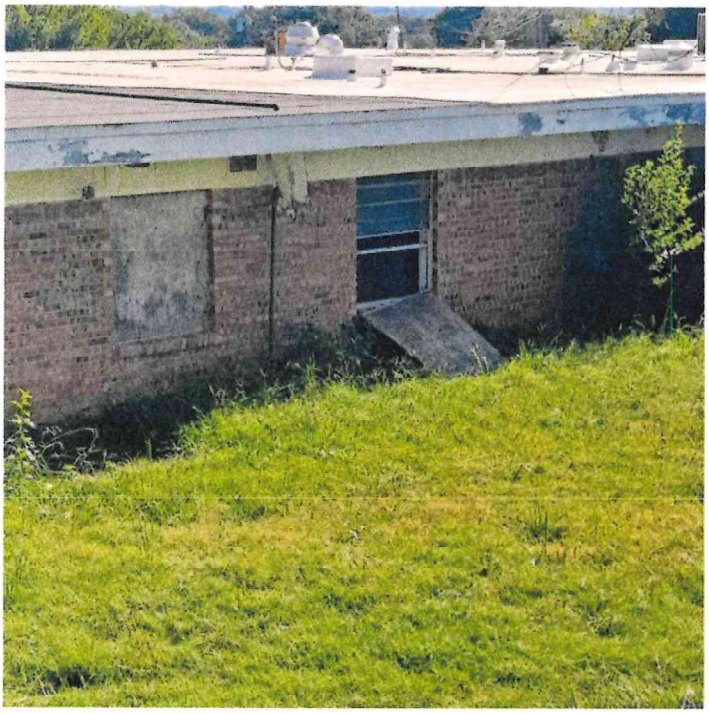
This rezoning request, as currently proposed, does not serve the best interest of the existing community. I urge you to deny this application and preserve the integrity, safety, and character of our neighborhood.

We plan to attend the public hearing on January 7, 2026, at 1:30 pm, at City Hall to voice these concerns in person.

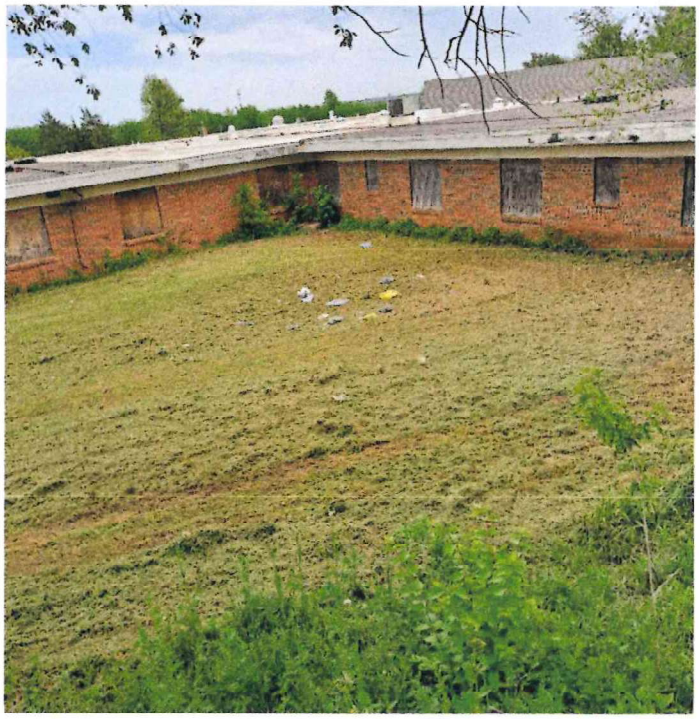
Thank you for your time.

Sincerely,
Preston Hucks
Gayle Hucks

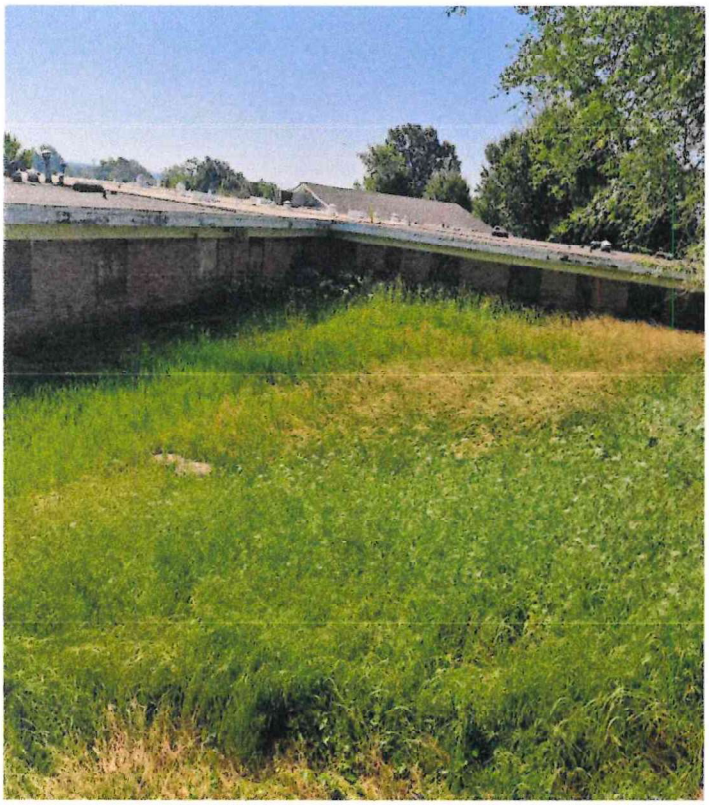
Preston & Gayle Hucks



October 2024



May 2023



May 2024



June 2020



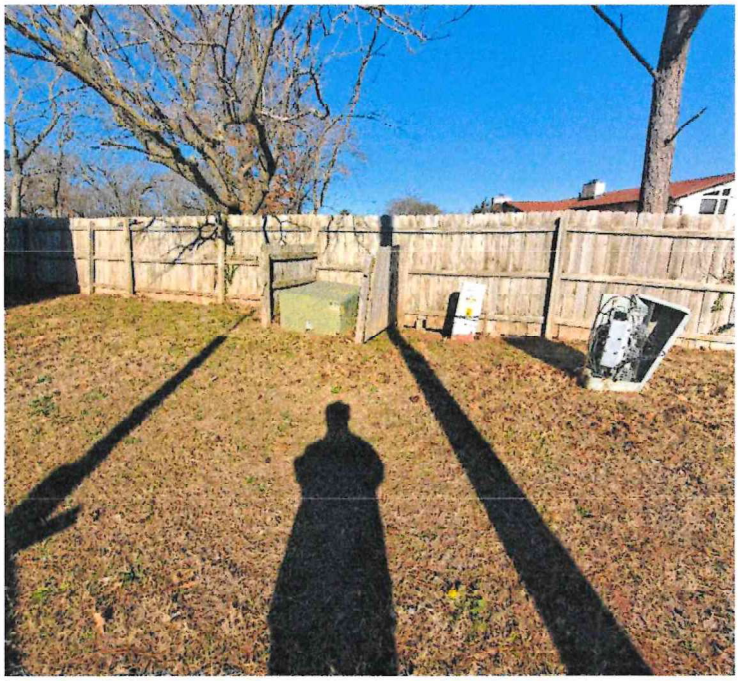
West Side December 26, 2025



East Side Entrance Dec 26, 2025



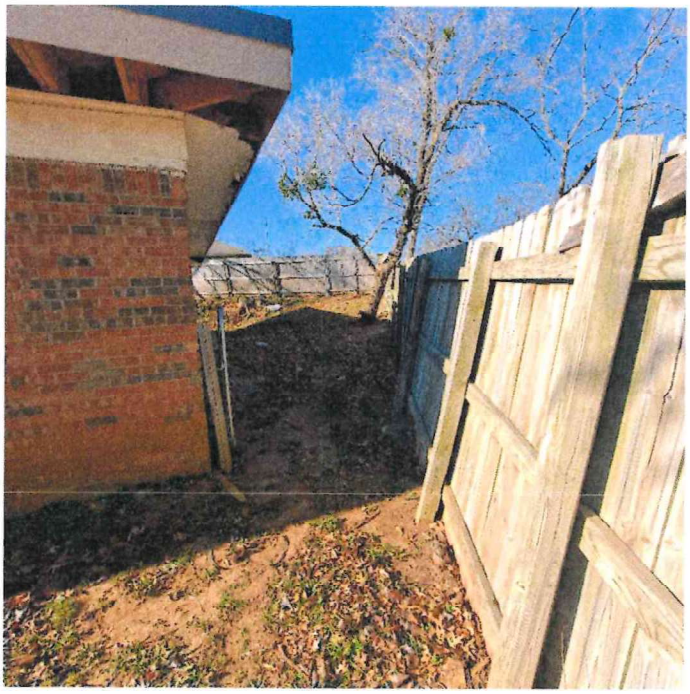
East Side Dec 2025 Mold on bricks



North Side Infrastructure Dec 2025



East Side Dec 2025



Northeast corner Dec 2025



North Side Dec 2025



East Side Parking Area Dec 2025

Preston & Gayle Hucks
1401 Charles Dr
Shawnee, OK 74804
Phone: 405.205.6029

Jan. 15, 2026

To Members of the City Commission Board

Subject: Opposition to Rezoning Request Case #RZ08-25. Rezone from C-1 (Commercial) to R-3 (High Density Residential).

Dear Board Members,

I am writing as a concerned resident of 1401 E Charles Dr, Shawnee, OK, to formally express my strong opposition to the rezoning of 1402 E Independence from its current zoning C-1 (Local Commercial) to R-3 (High Density Residential).

My primary objections stem from the significant negative impacts this change will have on our established neighborhood.

- Spot zoning in predominantly residential area
- Nursing home building is 66 years old, abandoned for 15 years, should be demolished
- Environmental health hazard
- Strain on infrastructure, water, electrical, sewer
- Shawnee current R-3 residential housing units do not abut to R-1 residential property
- Oppose this building being close proximity to our property line
- Safety: Increase in crime, vandalism, theft, trespassing, and property damage
- Has WeHost Shawnee, LLC applicant Jerry Roca, a/k/a Jerry Rodriguez a/k/a Huetzin Gerardo Rodriguez Carrillo been thoroughly vetted
- Request "conditions" be amended – work hours, work days, noise level, and a contact person to communicate with should this proposal be approved

This rezoning request, as currently proposed, does not serve the best interest of the existing community. I urge you to deny this application.

We plan to attend the public hearing on January 20, 2026, to voice our concerns.

Thank you for your time.

Sincerely,

Preston Hucks

Gayle Hucks

Preston & Gayle Hucks

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND IN LOT 8, BRADLEY'S 2ND ADDITION TO THE CITY OF SHAWNEE, DESCRIBED AS BEGINNING 135 FEET EAST OF THE SW/CORNER OF SAID LOT 8, RUNNING THENCE EAST 200 FEET; THENCE NORTH 295.6 FEET; THENCE WEST 200 FEET; THENCE SOUTH 295.6 FEET TO THE POINT OF BEGINNING, POTTAWATOMIE COUNTY, OKLAHOMA FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-3 (HIGH DENSITY RESIDENTIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 20th day of January, 2026, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Local Commercial District) to R-3 (High Density Residential District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-3 (High Density Residential District).

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

SECTION 1: THAT THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND IN LOT 8, BRADLEY'S 2ND ADDITION TO THE CITY OF SHAWNEE, DESCRIBED AS BEGINNING 135 FEET EAST OF THE SW/CORNER OF SAID LOT 8, RUNNING THENCE EAST 200 FEET; THENCE NORTH 295.6 FEET; THENCE WEST 200 FEET; THENCE SOUTH 295.6 FEET TO THE POINT OF BEGINNING, POTTAWATOMIE COUNTY, OKLAHOMA, FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-3 (HIGH DENSITY RESIDENTIAL DISTRICT), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____day of _____, 2026.

(SEAL)
ATTEST:

_____
ERIC STEPHENS, MAYOR

_____
LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____day of _____, 2026.

_____
JOSEPH M. VORNDRAN,
CITY ATTORNEY

RZ08-25
1402 E Independence St

DRAFT

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

Date: January 20, 2026

To: Board of City Commissioners

From: Petya Stefanoff, Interim Community Development Director

Subject: Public hearing of a request to rezone a portion of the property addressed as 4731 North Union Avenue from R-3 (High Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ09-25 | Applicant: Union Street Condominiums, LLC c/o Johnson & Associates

Background: The property addressed as 4731 North Union Avenue is located on the east side of Union Avenue, north of 45th Street. The request is to rezone a portion of the property from R-3 (High Density Residential District) to C-2 (Regional Commercial District). The owner is requesting this rezone to allow for personal storage/self storage facilities. It is currently zoned R-3 (High Density Residential District) with similar zoning to the west and southeast. A small strip of R-1 (Low Density Residential District) zoning lies to the north, with more R-1 to the east. The requested C-2 zoning is present to the north and to the south, with some C-1 (Local Commercial District) to the northwest.

Discussion
The Comprehensive Plan Future Land Use Map projects this area as Low Density Residential and Agriculture/Open Space. The desired zoning district, C-2, is designed to accommodate medium- to large-scale development that is automobile-oriented and generates high traffic counts.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15 — Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. "…*be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change.*"

Staff completed the required public hearing notifications for this application. All property owners within 300 feet from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the property.

Findings and Facts:

- The requested zoning district is located nearby to the south
- Current zoning extends to the west and southeast

- Request does not comply with the Future Land Use Map
- The desired Personal Sortage / Self Storage use is allowed by right in C-2 and I-1 zoning districts
- Desired use is allowed with a CUP in the TA (Transitional Agriculture), DT-T (Downtown - Transition), and TL (Twin Lakes) zoning districts
- Notification of Public Hearing was served
- No written objections have been submitted to staff

Options:

- Accept the Planning Commission's recommendation and approve Case No. RZ09-25 to rezone a portion of the subject property.
- Approve the request with certain conditions
- Overturn the Planning Commission's recommendation and deny the request.
- Defer the request to a certain date for additional and specific information.

Financial Impact: None

Attachments: RZ09-25 PC to CC Record of Action, N Union Avenue Rezoning Submittal 12.23.25_Updated, Union Ave Rezone Exhibit 12.23.25, Union Ave Rezone_Updated Legal Exhibit[84]

Staff Recommendation: Staff recommends accepting the Planning Commission's recommendation of approval.

RECORD OF ACTION

DATE: January 13, 2026

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

==========

CASE NO: RZ09-25

REQUEST: Public hearing and Consideration of a request to Rezone a portion of the property at 4731 N Union Ave from R-3 (High Density Residential) to C-2 (Regional Commercial) for Personal Storage facilities.

Applicant: Union Street Condominiums, LLC c/o Johnson & Associates

Subject Property Address: 4731 N Union Ave

Legal Description: A tract of land being a part of Southeast Quarter (SE/4) of Section Thirty-One (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:
Commencing at the Southwest (SW) Corner of said Southeast Quarter (SE/4);
THENCE North 00°19'24" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 1,177.53 feet to the POINT OF BEGINNING;
THENCE continuing North 00°19'24" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 420.00 feet;
THENCE North 89°41'31" East, departing the West line of said Southeast Quarter (SE/4), a distance of 565.88 feet to the centerline of a creek;
THENCE along and with the centerline of said creek, the following Seven (7) calls:
1. South 15°21'37" West, a distance of 70.34 feet;

2. South 31°25'13" West, a distance of 53.55 feet;

3. South 27°37'16" West, a distance of 88.53 feet;

4. South 18°40'54" East, a distance of 60.20 feet;

5. South 27°25'21" West, a distance of 99.20 feet;

6. South 01°34'34" East, a distance of 84.17 feet;

7. South 09°10'28" West, a distance of 4.49 feet;

THENCE North 89°40'36" West, departing the centerline of said creek, a distance of 455.85 feet to the POINT OF BEGINNING
Containing 210,053 square feet or 4.8222 acres, more or less.
Basis of Bearing: The West line of the SE/4 of Section 31 T11N R4E having a bearing of N00°19’24”E.

Current Zoning: R-3 (High Density Residential) **Requested Zoning:** C-2 (Regional Commercial)

Staff Recommendation: Staff recommends approval of the request.

==========

Planning Commission Meeting Date: January 7, 2026

PC Recommendation: Approval.

Conditions: N/A

Vote: 5 -- 0 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
ALEXANDER						ABSENT
PORTER			X			
REESE						ABSENT
BARRETT (CHAIR)			X			
HAYES			X			
JOHNSON	X		X			
BURRELL		X	X			

JOHNSON & ASSOCIATES

1 EAST SHERIDAN, SUITE 200
OKLAHOMA CITY, OK 73104
(405) 235-8075

December 8, 2025

City of Shawnee
Community Development Department
16 W. 9th Street
Shawnee, OK 74801

Attention: Ms. Diana Hood

RE: N Union Avenue Project: Rezone Application Submittal

Dear Ms. Hood:

Attached, please find a new application for the rezoning of property at 4731 N Union Avenue. The project is located on N Union Avenue just north of E 45th Street in Shawnee. The subject property is currently zoned R-3, 'Multifamily Residential District'. This application seeks to rezone the property to C-2, Regional Commercial. The application, totaling 6.6965 acres, seeks to develop the property as a Self-Service Storage Facility development.

Please find attached the following submittal documents for the above-mentioned project:

- Application
- Authorization Letter
- Deed
- Legal Description
- Filing Fee (To be paid via phone when available)

Please review the following information for its completeness and place this application on the Planning Commission docket for ***January 7, 2026***. Should you have any questions or comments, please feel free to contact this office.

Respectfully submitted,

Mark W. Zitzow, AICP, CNU-A
JOHNSON & ASSOCIATES

TWJ/rw
Attachment(s)
cc: Mark W. Zitzow, J&A
5353 003 / PA

PLANNING COMMISSION APPLICATION

City of Shawnee
Community Development Department

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587 www.ShawneeOK.org

For Office Use Only
Case Number: _____
Project Number : _____
Date Filed: _____

_____
Planning Commission Secretary

REQUEST:

_X_ Rezoning
_____ Conditional Use Permit
_____ Rezoning w/Conditional Use Permit
_____ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-3, High Density Residential District to C-2, Regional Commercial District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4731 N Union Ave

LEGAL DESCRIPTION: See attached

PROPERTY OWNER (S): Union Street Condominiums, LLC

PROPERTY AGENT (APPLICANT): Mark W. Zitzow, Johnson & Associates

APPLICANT'S ADDRESS: 1 E Sheridan Ave., Suite 200

CITY: Oklahoma City STATE: Oklahoma ZIP: 73104

EMAIL ADDRESS: mzitzow@jaokc.com

TELEPHONE NUMBER: (405) 235-8075 CONTACT NUMBER:(____)_____

DIMENSIONS OF PROPERTY: AREA: 6.6965 Acres WIDTH: _____

LENGTH: _____ FRONTAGE: +/-580 Feet

CURRENT ZONING: R-3, High Density Residential **CURRENT USE:** Vacant Land

PROPOSED ZONING: C-2, Regional Commercial **PROPOSED USE:** Personal Storage

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature **COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.**

_____
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 350.00 **PLANNED UNIT DEVELOPMENT FEE $ 550.00**
RECEIPT NO. _____

PLANNING COMMISSION ACTION: _____ **DATE:** _____
CITY COMMISSION ACTION: _____ **DATE:** _____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

Union Street Condominiums, LLC
121 NE 50th Street
Oklahoma City, OK 73105
PH: 405-286-9759

December 5, 2025

City of Shawnee
Community Development Department
16 W 9th Street
Shawnee, OK 74801

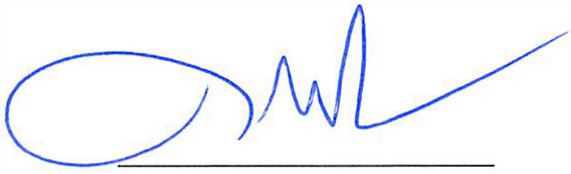
Attn: Ms. Diana Hood

RE: Property at 4731 N Union: Letter of Authorization for Submittal to Shawnee

Dear Ms. Hood:

As owner/representative of the subject property, I hereby authorize Johnson & Associates to act as agents on our behalf in the submittal and processing of this Rezoning application and all subsequent applications to the City of Shawnee. If you have any questions or comments, please feel free to contact me at the number listed above.

Respectfully Submitted,



Donald L. Dillingham, Manager

cc: Mark W. Zitzow, AICP, Johnson & Associates
File:5353 003/PUD

I-2025-002775
PG 1 OF 12
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
03-11-2025 AT 10:33 AM
FEES: $40.00

RETURN TO:
Robertson & Williams
9520 North May Avenue,
Suite 260 Oklahoma City, OK
73120

Union Street Apartments
121 NE 50TH Street
Oklahoma City, OK 73105

NOT AN OFFICIAL COPY

QUIT CLAIM DEED
INDIVIDUAL FORM

THIS INDENTURE, Made this 22nd day of April, A.D. 2024 between **UNION STREET APARTMENTS, LLC** an Oklahoma limited liability company, ("**Grantor**"), whose address is 121 N.E. 50th Street, Oklahoma City, Oklahoma 73105, and **UNION STREET CONDOMINIUMS, LLC** an Oklahoma limited liability company ("**Grantee**"), whose address is 121 N.E. 50th Street, Oklahoma City, Oklahoma 73105.

Witnesseth, that said **Grantor**, in consideration of the sum of Ten & 00/100 DOLLARS to them in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said **Grantee**, all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in **POTTAWATOMIE COUNTY, STATE OF OKLAHOMA**, to wit:

See Exhibit "A" attached hereto and made a part hereof

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said **Grantee, Grantee's** heirs, successors and assigns forever.

In Witness Whereof, the said **Grantor** has hereunto set his hand the day and year first above written.

UNION STREET APARTMENTS, LLC,
an Oklahoma limited liability company

By: _____
Donald L. Dillingham, Manager

EXEMPTION: DOCUMENTARY STAMP TAX O.S.
TITLE 68, ARTICLE 32, §3202, et seq. 4

COUNTY CLERK POTTAWATOMIE COUNTY, OK THE STATE OF OKLAHOMA GREAT SEAL 1907

VIEW ADDITIONAL LAND RECORDS AT OKCOUNTYRECORDS.COM

LEGAL DESCRIPTION

Union Storage

December 23, 2025

A tract of land being a part of Southeast Quarter (SE/4) of Section Thirty-One (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southeast Quarter (SE/4);

THENCE North 00°19'24" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 1,177.53 feet to the POINT OF BEGINNING;

THENCE continuing North 00°19'24" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 420.00 feet;

THENCE North 89°41'31" East, departing the West line of said Southeast Quarter (SE/4), a distance of 565.88 feet to the centerline of a creek;

THENCE along and with the centerline of said creek, the following Seven (7) calls:

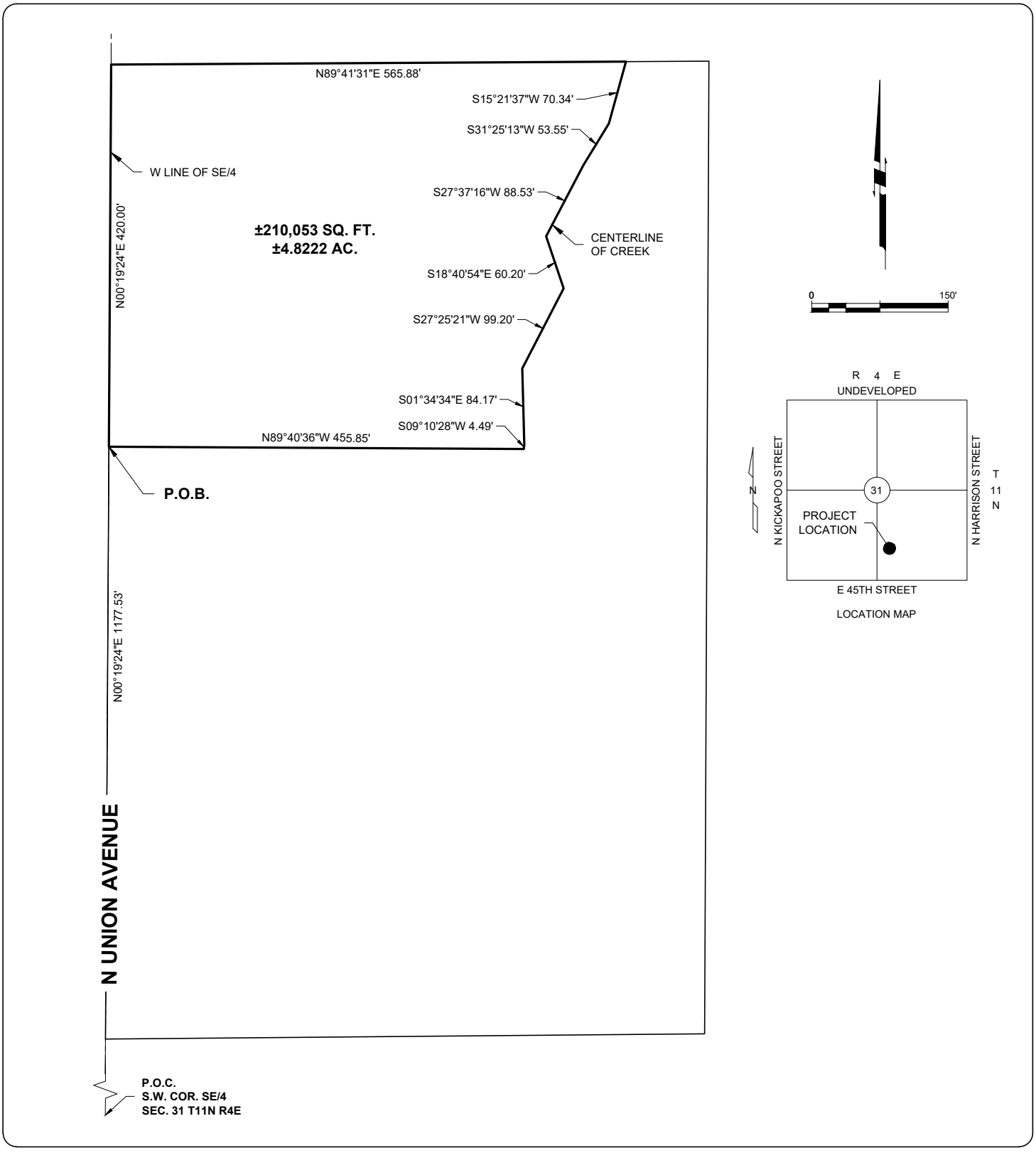
1. South 15°21'37" West, a distance of 70.34 feet;
2. South 31°25'13" West, a distance of 53.55 feet;
3. South 27°37'16" West, a distance of 88.53 feet;
4. South 18°40'54" East, a distance of 60.20 feet;
5. South 27°25'21" West, a distance of 99.20 feet;
6. South 01°34'34" East, a distance of 84.17 feet;
7. South 09°10'28" West, a distance of 4.49 feet;

THENCE North 89°40'36" West, departing the centerline of said creek, a distance of 455.85 feet to the POINT OF BEGINNING

Containing 210,053 square feet or 4.8222 acres, more or less.

Basis of Bearing: The West line of the SE/4 of Section 31 T11N R4E having a bearing of N00°19’24”E.

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-27)
S:\~ CIVIL\5000 - 5999\5353\5353003\Legals\5353003-Storage Legal.docx



ACAD FILE: H:\5353\5353003 - Storage\Exhibit\5353003- Middle Tract.dwg, 12/23/2025 1:02 PM, Jesse Patten
XREFS LOADED: 5353-bdy provided.dwg

Copyright © 2025 Johnson & Associates

Proj. No.:	5353003
Date:	12-23-25
Scale:	1"=150'

UNION STORAGE

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

EXHIBIT

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2027
• ENGINEERS • SURVEYORS • PLANNERS •

OWNERSHIP LIST
ORDER NO. 2967105

DATE PREPARED: December 5, 2025
EFFECTIVE DATE: November 17, 2025 at 7:30 A.M.

OWNER	LOT	BLK	ADDITION
Ricky L & Kimberly S Floyd 800 Truman Baker Drive Searcy AR 72145-0000			Beg 369' N SW/C NW SE N315'; E315'; S315'; W315' to POB Sec 31- 11N-4E
Union Street Condominiums LLC 121 NE 50th Street Oklahoma City, OK 73105-0000			COMM SW/C SE N1017.33 TO POB N580.20'TH E565.88' S15*21'37"W 70.34' S31*25'13"W 53.55' S27*37'16"W 88.53' S18*40'54"E 60.20' S27*25'21"W 99.20' S01*34'34"E 84.17' S09*10'28"W 44.19' S06*29'15"W 61.31' S28*04'37"W 47.15' S21*48'16"W 71.58' S79*54'04"W 17.43' S47*49'33"W 28.32' S31*31'00"W 14.83' N65*40'36"W 204.77' W162.23' TO POB & LESS COMM SW/C SE N1472.03' TO POB N125.50' E565.88' S15*21'37"W 70.34' S31*25'13"W 53.55' S27*37'16"W 20.20' W510.67' TO POB
Union Street Condominiums LLC 121 NE 50th Street Oklahoma City, OK 73105-0000			COMM SW/C SE N1472.03' TO POB N125.50' E565.88' S15*21'37"W 70.34' S31*25'13"W 53.55' S27*37'16"W 20.20' W510.67' TO POB
CARDINAL POINT DEV LLC P O BOX 3503 SHAWNEE OK 74802-0000			BEGINNINGNW/C SE/4 S943.22' POB E315' E1331.44' TO A POINT ON THE WEST LINE OF AT&SF RR S2*44'42"E 774.83' W166.7' S896.6' W329.58' N528.68' W329.95' N781.72' W.98' N285' W660' N84' LESS 11.91 ACS PLATTED TO CARDINAL POINT ADDN PHASE 1
SHAWNEE MISSION PLAZA LLC 132 W MAIN ST PURCELL OK 73080-0000			SW/4 (ALSO KNOWN AS U S GOV LOTS 3 & 4 AND E/2 SW LESS BEG NW/C SW S740' E50' N425.92' E25' NE ALG CURVE TO LEFT A RADIUS OF 791.20'A DIS OF 325.05' N66*E 572.66'

			TH EASTERLY 1724.98' TH N 10 .57' W2641' POB AND LESS PT LOT 1 BLK 1 BRIARCREEK PHASE I OWNED BY MCDONALDS AND LESS LOT 2 BLK 1 SHAWNEE MISSION PLAZA OWNED BY SHONEY'S LESS COMM AT NE/C U S GOVERNMENT LOT 3 S573.37' TH S87*E 55.72' TO A PT BEING ON THE EASTERLY RW LN FOR KICKAPOO ST SAID PT ALSO BEING 261.16' S2*W OF NW/ C OF LOT 1 BLK 1 BRIAR CREEK PHASE I AND ALSO BEING POB OF A TR DES AS TH S87* E 226.18' TO PT ON EASTERLY RW LN OF KICKAPOO ST TH N ALG SAID EASTERLY RW LN 50 ' POB THIS STRIP OWNED BY MCDONALDS
PC CHAPEL LLC 130 E 45TH SHAWNEE OK 74804-0000			BEG 970.96'N & 30'W POB W337.71' N460' E337.71' S460' POB PHASE 2 PARCEL 31-11-4-32-02
UNION STREET APARTMENTS LLC 121 NE 50TH ST OKLAHOMA CITY OK 73105-0000			COMM SW/C SE N526.80' TO POB N490.53' E162.23' S65*40'36"E 204.77' ALONG THE CREEK N31*31'00"E 14.83' N47*49'33"E 28.32' N79*54'04"E 17.43' N21*48'16"E 71.58' N28*04'37"E 47.15' N06*29'15"E 61.31' N09*10'28"E 44.19' N01*34'34"W 84.17' N27*25'21"E 99.20' N18*40'54"W 60.20' N27*37'16"E 88.53' N31*25'13"E 53.55' N15*21'37"E 70.34' TH E91.41' S1068.66' W658.54' TO POB
FLOYD RICKY L & KIMBERLY S 130 NICHOLSON RD SEARCY AR 72143-0000			BEGINNING NW/C SE/4 S60.57' POB E1389.72' TO THE WEST LINE OF AT&SF RR S2*44'42"E890.4' W1131.44' N315' W315' N567.65' POB
PC CHAPEL LLC 130 E 45TH SHAWNEE OK 74804-0000			BEG SE/C SW W409.75' TO POB W98.09' N50' N29*30' 10"E 240.41' N33*33'49"E 57.10' N27*11'15"E211.77' N34*41'34"E 227.31' N39* 54'19"E 86.18' N50*05'29" E53.14' N61*38'10"E 20.54 S138.50' W16.75' S49*24' 56"W 122.17'

			S22*43'22"W 105.51' S10*50'46"E 106.92' S42*32'23"W 235. 87' S34*03'35"W 179.12' S50' TO POB. AND BEG SE/C SW 507.84'TO POB W322.55' N50' N17*54' 39"E 508.33' N40*42'27"E 301.16' N30*26'54"E 246.91' E337.41' S178.51' S61*38'10"W20.51' S50*5' 29"W 53.14' S39*54'19"W 86.18' S34*41'34"W227.31' S27*11'15"W211.77' S33* 33'49"W57.10' S29*30'10"W 240.41' S50 POB CHAPEL RIDGE APARTMENTS
CARDINAL POINT DEV LLC P O BOX 3503 SHAWNEE OK 74802-0000	LOT 15	BK 2	Cardinal Point Addition Phase 1
Cardinal Point Dev LLC P O Box 3503 Shawnee OK 74802-0000	LOT 16	BK 2	Cardinal Point Addition Phase 1

CERTIFICATE OF BONDED ABSTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, and being a part of a deed, recorded in Instrument #2022-16877 (Union Tract), said tract being more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter (SW/C SE/4) of said Section 31; thence N00°19'24"E, along and with the West line of said SE/4, a distance of 1,017.33 feet to the point of beginning; thence continuing N00°19'24"E, along and with the West line of said SE/4, a distance of 580.20 feet to the NW/C of said Union Tract; thence N89°41'31"E, along and with the North line of said Union Tract, a distance of 565.88 feet to the centerline of a creek; thence along and with said creek the following Thirteen (13) Calls:

)1. S15°21'37"W, a distance of 70.34 feet;

)2. S31°25'13"W, a distance of 53.55 feet;

)3. S27°37'16"W, a distance of 88.53 feet;

)4. S18°40'54"E, a distance of 60.20 feet;

)5. S27°25'21"W, a distance of 99.20 feet;

)6. S01°34'34"E, a distance of 84.17 feet;

)7. S09°10'28"W, a distance of 44.19 feet;

)8. S06°29'15"W, a distance of 61.31 feet;

)9. S28°04'37"W, a distance of 47.15 feet;

)10. S21°48'16"W, a distance of 71.58 feet;

)11. S79°54'04"W, a distance of 17.43 feet;

)12. S47°49'33"W, a distance of 28.32 feet;

)13. S31°31'00"W, a distance of 14.83 feet;

Thence N65°40'36"W, departing said centerline, a distance of 204.77 feet; thence N89°40'36"W, a distance of 162.23 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

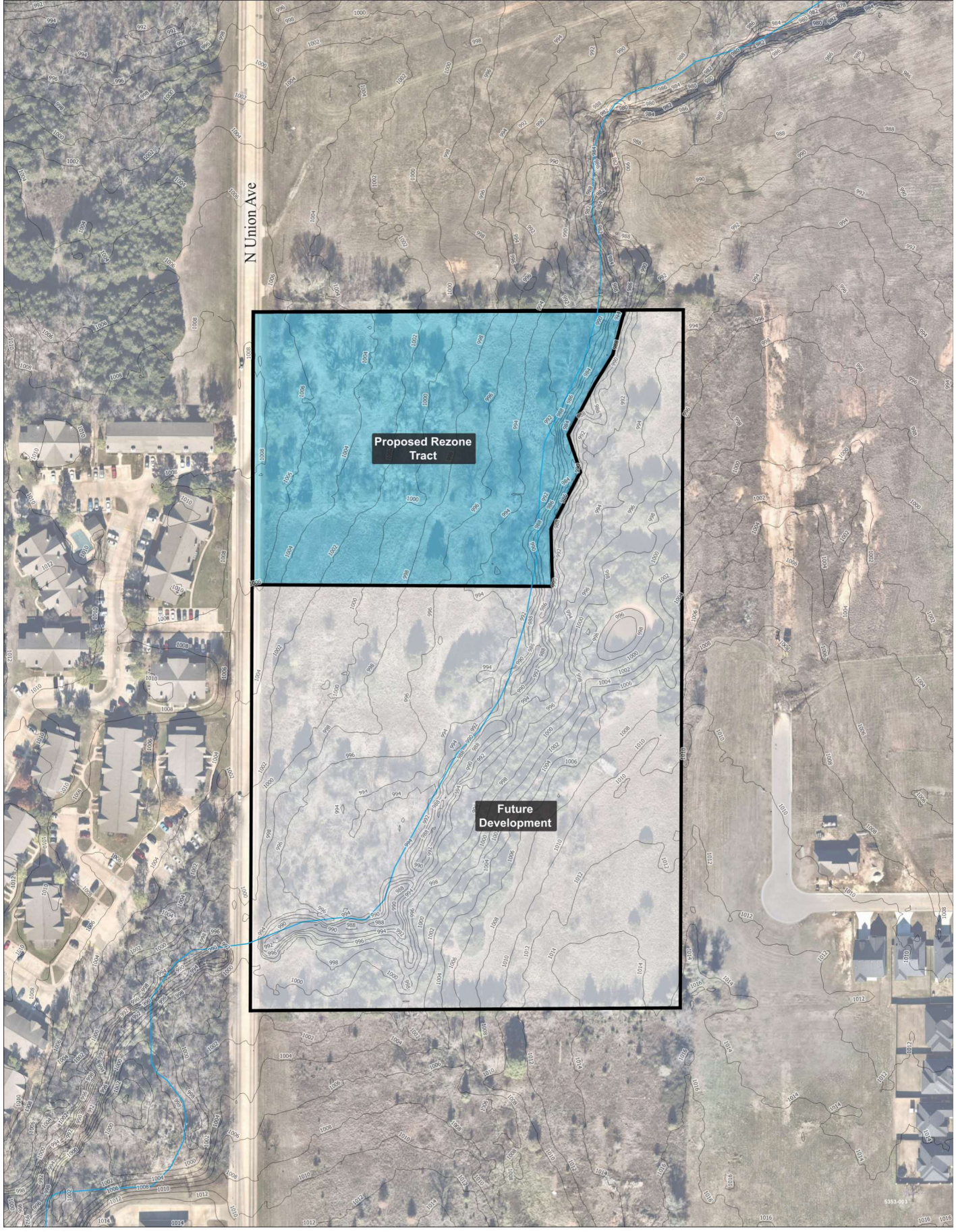
NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report,

however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: November 17, 2025 at 7:30 AM

First American Title Insurance Company

By: Terrie Dugan
Terrie Dugan
Abstractor License No. 4396
OAB Certificate of Authority #
File No. 2967105-OK99



0 60' 120'

4731 N Union Ave

Rezoning Exhibit
+/-4.8222 Acres

JOHNSON & ASSOCIATES
Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078
ENGINEERS SURVEYORS PLANNERS

12/8/25

N Union Ave

Proposed Rezone Tract

Future Development

5353-003

0 60' 120'

4731 N Union Ave

Rezoning Exhibit
+/-4.8222 Acres

JOHNSON & ASSOCIATES

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078

ENGINEERS SURVEYORS PLANNERS

12/8/25

LEGAL DESCRIPTION

Union Storage

December 23, 2025

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THENCE continuing North 00°19'24" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 420.00 feet;

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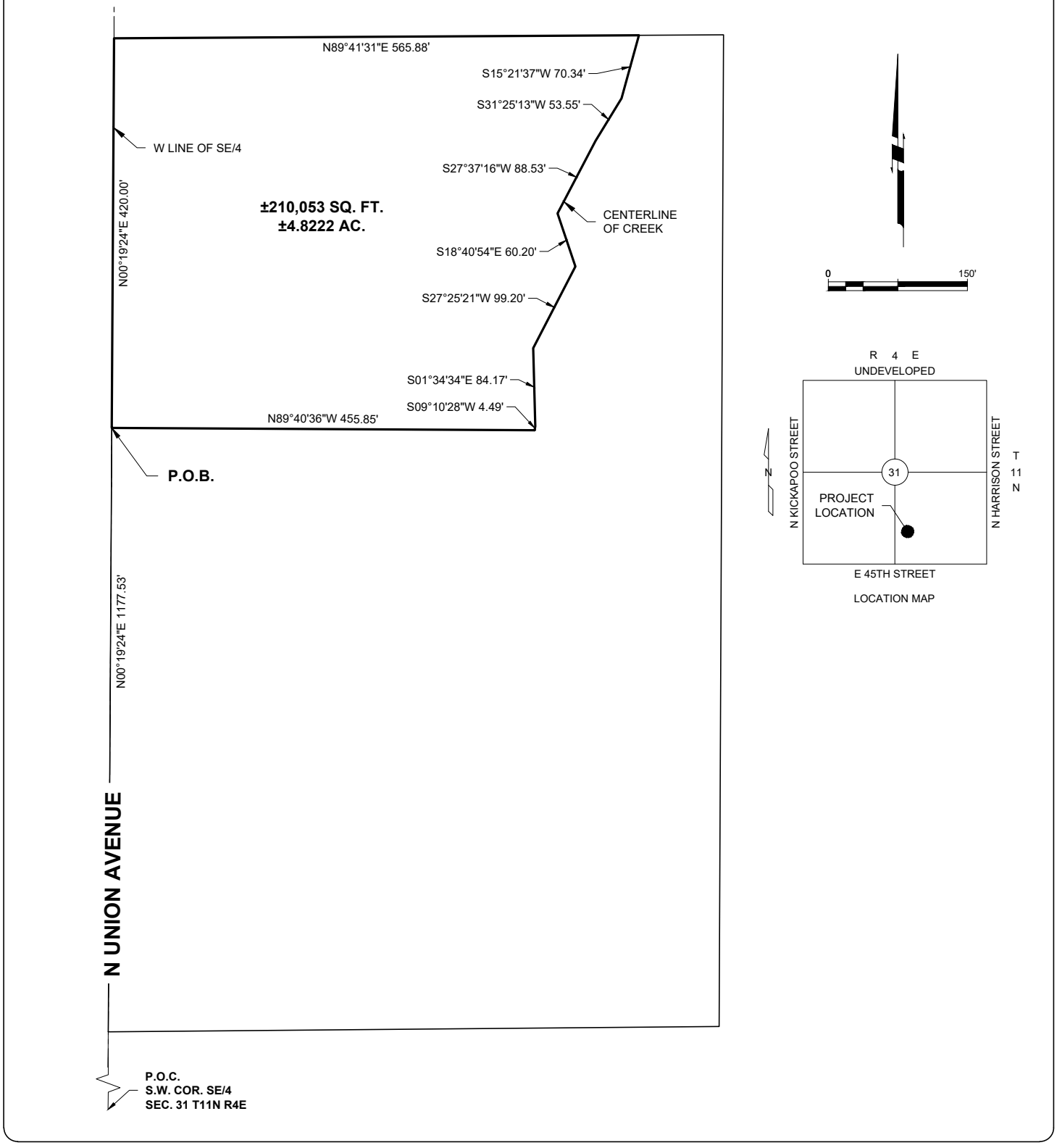
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Containing 210,053 square feet or 4.8222 acres, more or less.

Basis of Bearing: The West line of the SE/4 of Section 31 T11N R4E having a bearing of N00°19’24”E.

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-27)
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XREFS LOADED: 5353-bdy provided.dwg

Copyright © 2025 Johnson & Associates

Proj. No.:	5353003
Date:	12-23-25
Scale:	1"=150'

UNION STORAGE

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

EXHIBIT

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2027
• ENGINEERS • SURVEYORS • PLANNERS •

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PART OF SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST (SW) CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE NORTH 00°19'24" EAST, ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 1,177.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'24" EAST, ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 420.00 FEET; THENCE NORTH 89°41'31" EAST, DEPARTING THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 565.88 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG AND WITH THE CENTERLINE OF SAID CREEK, THE FOLLOWING SEVEN (7) CALLS: 1. SOUTH 15°21'37" WEST, A DISTANCE OF 70.34 FEET; 2. SOUTH 31°25'13" WEST, A DISTANCE OF 53.55 FEET; 3. SOUTH 27°37'16" WEST, A DISTANCE OF 88.53 FEET; 4. SOUTH 18°40'54" EAST, A DISTANCE OF 60.20 FEET; 5. SOUTH 27°25'21" WEST, A DISTANCE OF 99.20 FEET; 6. SOUTH 01°34'34" EAST, A DISTANCE OF 84.17 FEET; 7. SOUTH 09°10'28" WEST, A DISTANCE OF 4.49 FEET; THENCE NORTH 89°40'36" WEST, DEPARTING THE CENTERLINE OF SAID CREEK, A DISTANCE OF 455.85 FEET TO THE POINT OF BEGINNING CONTAINING 210,053 SQUARE FEET OR 4.8222 ACRES, MORE OR LESS. BASIS OF BEARING: THE WEST LINE OF THE SE/4 OF SECTION 31 T11N R4E HAVING A BEARING OF N00°19’24”E. FROM ZONING CLASSIFICATION R-3 (HIGH DENSITY RESIDENTIAL DISTRICT) TO C-2 (REGIONAL COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 20th day of January, 2026, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (High Density Residential District) to C-2 (Regional Commercial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-2 (Regional Commercial District).

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

SECTION 1: THAT THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PART OF SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST (SW) CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE NORTH 00°19'24" EAST, ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 1,177.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°19'24" EAST, ALONG AND WITH THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 420.00 FEET; THENCE NORTH 89°41'31" EAST, DEPARTING THE WEST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 565.88 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG AND WITH THE CENTERLINE OF SAID CREEK, THE FOLLOWING SEVEN (7) CALLS: 1. SOUTH 15°21'37" WEST, A DISTANCE OF 70.34 FEET; 2. SOUTH 31°25'13" WEST, A DISTANCE OF 53.55 FEET; 3. SOUTH 27°37'16" WEST, A DISTANCE OF 88.53 FEET; 4. SOUTH 18°40'54" EAST, A DISTANCE OF 60.20 FEET; 5. SOUTH 27°25'21" WEST, A DISTANCE OF 99.20 FEET; 6. SOUTH 01°34'34" EAST, A DISTANCE OF 84.17 FEET; 7. SOUTH 09°10'28" WEST, A DISTANCE OF 4.49 FEET; THENCE NORTH 89°40'36" WEST, DEPARTING THE CENTERLINE OF SAID CREEK, A DISTANCE OF 455.85 FEET TO THE POINT OF BEGINNING CONTAINING 210,053 SQUARE FEET OR 4.8222 ACRES, MORE OR LESS. BASIS OF BEARING: THE WEST LINE OF THE SE/4 OF SECTION 31 T11N R4E HAVING A BEARING OF N00°19’24”E., FROM ZONING CLASSIFICATION R-3 (HIGH DENSITY RESIDENTIAL) TO C-2 (REGIONAL COMMERCIAL DISTRICT), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

DRAFT

PASSED AND APPROVED this _____day of _____, 2026.

(SEAL)
ATTEST:

_____
ERIC STEPHENS, MAYOR

_____
LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____day of _____, 2026.

_____
JOSEPH M. VORNDRAN,
CITY ATTORNEY

RZ09-25
4731 N Union St

DRAFT

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

Date: January 20, 2026

To: Board of City Commissioners

From: Seth Barkhimer, Director of Engineering

Subject: Shawnee Twin Lakes Dam #1 - Rehabilitation Project

Background: In May of 2025, the City of Shawnee entered into a Professional Services Agreement with Freese and Nichols, Inc. for the final design of the Lake Dam #1 - Vegetative Removal project.

With design complete, the project was advertised and staff opened bids on January 6th, 2026. City staff and the FNI design team have reviewed the bid proposals. Five (5) bids were received, and the base bids ranged from $415,800.00 to $795,525.70. The design estimate for the Base Bid, prior to the bid opening was $431,189.

Staff recommends awarding the base bid to LandShape, LLC at $415,800.00.

Financial Impact: $415,800 ; from 502-5-1020-54200 ; 24-0810-03

Attachments: Advertisement for Bids - Twin Lakes No1 - Clearing and Grubbing_Bid Adv. - Signed, Addendum1_Sealed, ShawneeClearingandGrubbing - Construction Contract Award Recommendation, SWN24427 Bid Tabulation, SHAWNEE TWIN LAKE DAM #1 CLEARING & GRUBBING_Drawings, ShawneeCG_IFB_TechSpecs

Staff Recommendation: Award of the contract.

CITY OF SHAWNEE/PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS
Shawnee Twin Lakes Dam #1 Rehabilitation Project

Notice is hereby given that the City of Shawnee (Owner) will receive sealed bids at the Shawnee City Hall, City Clerk's office, 16 W. 9th St., Suite 212, until 12:00 p.m. on the 6th day of January 2026, for Shawnee Twin Lakes Dam #1 Rehabilitation Project. Bids will be publicly opened and read aloud in the Commission Chambers at Shawnee City Hall at 3:00 p.m. Bids received after 12:00 p.m. will not be considered. Bidders are invited to be present when the bids are opened. Minority and small business owners are encouraged to submit bids. Project is expected to be awarded on January 19, 2026, at the City Commission Meeting or at a subsequent meeting.

Bid documents and copies of specifications may be obtained at https://construction.freese.com. A MANDATORY pre-bid conference will be held in the Commission Chambers at City Hall, Shawnee, Oklahoma for pre-qualified bidders on December 16, 2025 at 10:00 a.m. followed by a site viewing at the dam. Bids submitted by firms not represented at the Pre-Bid Meeting will be returned unopened and will not be considered. Pre-qualification requirements are listed in the contract documents at the link above.

Each bid shall be filed in a sealed envelope and delivered to the City of Shawnee City Clerk's office, 16 W. 9th St., Suite 212, Shawnee, Oklahoma 74801. On the front of each envelope shall be written the below to the left of the address:

Shawnee Twin Lakes Dam #1 Rehabilitation Project

A cashier's check or a certified check on a solvent bank in Oklahoma or a proposal bond in the amount of five percent (5%) of the bid shall accompany the bid of each proposer. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful proposers. This check or bond shall be as a guarantee of contractor's ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No proposer may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.

Bid, Performance, Maintenance and Statutory Payment Bonds in the amount of one hundred percent (100%) of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contractor for projects over fifty thousand dollars ($50,000.00), and the bidder shall state in the bid the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of acceptable bond forms are included in this packet.

A Maintenance Bond guaranteeing the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner will be required.

Questions concerning this project should be addressed to the Engineering Department at (405) 878-1506. The Owner reserves the right to reject any and all bids, to waive irregularities in any bid and award a contract to the proposer who, in the opinion of the Owner, offers a bid which appears to be in the best interest of the Owner.

FOR THE CITY OF SHAWNEE

Mark Simpson, City Manager

CITY OF SHAWNEE
SHAWNEE CITY LAKE NO. 1 DAM REHABILITATION, CLEARING AND GRUBBING

SWN24427

ADDENDUM NO. 1
December 17, 2025

The time for the submission of questions has been changed to Friday, December 19, 2025, 12:00 pm.

The time for the submission of Bids has been changed to Tuesday, January 6, 2026, 3:00 pm. The location for the submission of bids and opening of bids is unchanged.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the plans and specifications and shall become a part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid form.

TECHNICAL SPECIFICATIONS

A1-1 SECTION 00 11 16 – Article 5

A. Reference page 00 11 16-2 - Modification
Modify the Paragraph 5.01 to read as follows:
"A response will be posted for questions submitted until **12:00 PM** on **December 19, 2025**."

A1-2 SECTION 00 11 16 – Article 7

A. Reference page 00 11 16-2 – Modification
Modify the Paragraph 7.01 to read as follows:
"Sealed Bids must be delivered to the Owner at the address below no later than **3:00 PM** on **January 06, 2026**, to be accepted.

END OF ADDENDUM NO. 1



12/18/2025

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service

5100 E. Skelly Dr., Suite 602 + Tulsa, Oklahoma 74135 + 539-444-8677 + FAX 817-735-7491

www.freese.com

January 13, 2026

Mr. Seth Barkhimer
Assistant City Manager
City of Shawnee
222 N Broadway Ave
Shawnee, Oklahoma 74801

Re: Contractor Letter of Recommendation
Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing
FNI Project No. SWN24427

Dear Seth:

Bids from five (5) pre-qualified offerors for the above referenced project were received by the Shawnee City Clerk's Office on January 6 at 3:00 PM. Each bid was opened and read aloud and the apparent low bidder for the project was LandShape, LLC $415,800. A bid tabulation for the project was completed by Freese and Nichols, Inc (FNI) and is attached for your use.

Based on our review of their qualifications, we believe that LandShape has sufficient experience and is technically qualified to perform the work. All required forms were submitted with their bid.

Based on the review described herein, we recommend the award of contract for the Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing Project to the lowest bidder, LandShape, in the amount of $415,800.00. If you have questions concerning this recommendation, please contact me at your convenience.

Sincerely,

Taylor Green, P.E.
Project Manager

Attachment: Bid Tabulation

Project:		Shawnee Twin Lakes Dam No.1 Rehabilitation Project - Clearing and Grubbing
Owner:		City of Shawnee
Design Professiona		FREESE AND NICHOLS, INC.
Offeror:		

					FNI Engineer Estimate		Wyatt Contracting		Weeks Farms, LLC		Stuever Dirtworks, LLC		Tri-City Seal Co., Inc		Land Shape, LLC	
Base Bid																
Item No.	**Specification #**	**Item Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**
1		MOBILIZATION/DEMOBILIZATION	LS	1	17,000.00	17,000.00	36,214.99	36,214.99	25,000.00	25,000.00	38,000.00	38,000.00	67,000.00	67,000.00	18,950.00	18,950.00
2		EROSION AND SEDIMENTATION CONTROLS	LS	1	17,000.00	17,000.00	16,750.00	16,750.00	20,000.00	20,000.00	50,000.00	50,000.00	23,000.00	23,000.00	10,000.00	10,000.00
3		CARE OF WATER DURING CONSTRUCTION	LS	1	20,000.00	20,000.00	10,000.00	10,000.00	13,500.00	13,500.00	14,100.00	14,100.00	17,500.00	17,500.00	35,780.00	35,780.00
4		CLEARING AND GRUBBING	AC	3.7	18,700.00	69,190.00	26,250.00	97,125.00	6,756.00	24,997.20	21,780.00	80,586.00	44,856.00	165,967.20	17,472.98	64,650.00
5		SEEDING	AC	3.7	10,000.00	37,000.00	3,500.00	12,950.00	3,243.00	11,999.10	6,000.00	22,200.00	9,205.00	34,058.50	1,000.00	3,700.00
6		ACCESS ROAD	CY	2,440	95.00	231,800.00	134.00	326,960.00	153.00	373,320.00	142.97	348,846.80	200.00	488,000.00	115.87	282,720.00
					10% Conting	39,199.00										
A		**Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)**				$ 431,189.00		$ 499,999.99		$ 468,816.30		$ 553,732.80		$ 795,525.70		$ 415,800.00
						5% Cont for 26'	$ 452,748.00									

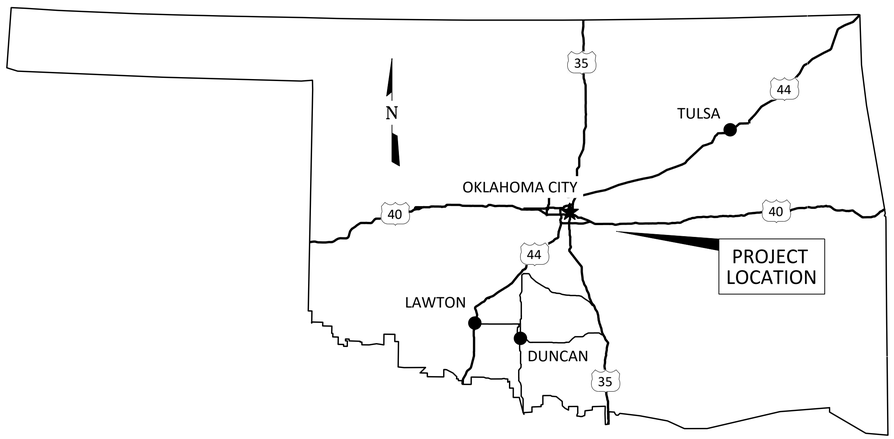
Low	$ 415,800.00
Average	$ 546,774.96
High	$ 795,525.70

CONSTRUCTION DRAWINGS FOR

SHAWNEE TWIN LAKES DAM #1

PREPARED FOR

CITY OF SHAWNEE



SITE LOCATION: N35° 20' 55.15", W97° 03' 54.68"

LOCATION MAP
NTS

SHEET INDEX	
SHEET NO.	SHEET TITLE
GENERAL	
G1	COVER
G2	GENERAL NOTES AND LEGEND
SITE CIVIL	
C1	EXISTING CONDITIONS
C2	DAM PLAN AND PROFILE
C3	DAM PLAN AND PROFILE
C4	TYPICAL SECTIONS
C5	PROJECT SPECIFIC DETAILS

City of Shawnee OKLAHOMA

PREPARED BY

FREESE AND NICHOLS

PROJECT NO. SWN24427

DECEMBER 2, 2025



NORTH
SITE OVERVIEW
0 500 1000
SCALE IN FEET



NORTH
VICINITY MAP
0 3000 6000
SCALE IN FEET

LICENSED PROFESSIONAL ENGINEER
TAYLOR F. GREEN 35148
OKLAHOMA

12/01/2025

ISSUED FOR BID

GENERAL NOTES

UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS, NO SEPARATE PAY ITEMS ARE PROVIDED FOR THE REQUIREMENTS IN THESE GENERAL NOTES, WHICH SHALL BE INCIDENTAL TO CONSTRUCTION.

1. CONTRACTOR SHALL ABIDE BY ALL APPLICABLE GOVERNMENTAL AND REGULATORY STANDARDS AND REQUIREMENTS AND SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE FACILITIES SHOWN IN THE DRAWINGS. CONTRACTOR SHALL ABIDE BY REQUIREMENTS OF ODEQ, OWRB, AND ODOT, AND SHALL ABIDE BY ALL TERMS AND CONDITIONS OF THE USACE SECTION 404 NATIONWIDE PERMIT NO. 3.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY WITHIN DISRUPTED PROPERTY LIMITS, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION STAFF AND THE GENERAL PUBLIC WHILE THEY ARE WITHIN THE DISRUPTED PROPERTY LIMITS AND FOR THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
3. ANY MODIFICATIONS TO THE PLANS OR SPECIFICATIONS THAT HAVE A SIGNIFICANT IMPACT ON A DAM SAFETY RELATED ISSUE WILL NEED TO BE APPROVED BY THE OWRB PRIOR TO IMPLEMENTATION. ANY OTHER EFFORT BY THE CONTRACTOR TOWARDS THE MODIFICATION PRIOR TO THAT APPROVAL WILL BE AT CONTRACTOR'S RISK.
4. CONTRACTOR SHALL PROVIDE A STORM WATER POLLUTION PREVENTION PLAN AND PROVIDE ALL APPURTENANCES TO COMPLY WITH THE LATEST OWRB STORM WATER POLLUTION PREVENTION REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FILING A NOTICE OF INTENT (NOI) AT THE START OF CONSTRUCTION WITH THE ODEQ AND A NOTICE OF TERMINATION (NOT) AT THE END, ALSO WITH THE ODEQ.
5. CONTRACTOR SHALL EMPLOY ADEQUATE METHODS TO MINIMIZE TURBIDITY IN WATERWAYS DURING ALL PHASES OF THE PROJECT. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS CONCERNING WATER POLLUTION PREVENTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS ADJACENT TO THE PROJECT SITE FREE OF MUD, TRASH, AND CONSTRUCTION DEBRIS.
7. CONTRACTOR MAY USE EXISTING PUBLIC ROADS FOR TRANSPORTING MATERIALS AND EQUIPMENT. CONTRACTOR SHALL FOLLOW THE LAWS FOR ROAD WEIGHT RESTRICTIONS. DAMAGE CAUSED BY CONSTRUCTION VEHICLES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING PRE-CONSTRUCTION ROADWAY CONDITIONS.
8. NO FIREARMS SHALL BE ALLOWED ON THE PROJECT SITE.
9. BEFORE BEGINNING CONSTRUCTION, CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN DRAWINGS AND/OR FIELD DIMENSIONS.
10. CONTRACTOR'S OPERATIONS MUST STAY WITHIN THE ALLOWABLE PROPERTY LIMITS DESIGNATED ON THE DRAWINGS. CONTRACTOR SHALL STAKE THE LIMITS OF CONSTRUCTION PRIOR TO BEGINNING WORK. CONTRACTOR SHALL MAINTAIN STAKES UNTIL WORK IS COMPLETE. ACCESS ROUTES OR OPERATIONS WHICH FALL OUTSIDE THE DESIGNATED PROPERTY LIMITS WILL ONLY BE ALLOWED WITH PRIOR WRITTEN CONSENT. CONTRACTOR SHALL PROVIDE THE OWNER WITH A COPY OF ANY AGREEMENTS MADE BETWEEN ADJACENT LANDOWNERS AND THE CONTRACTOR.
11. ALL GATES SHALL BE KEPT CLOSED TO CONTROL ACCESS TO THE PROJECT SITE. CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SECURITY AND ACCESS CONTROL AND SHALL PROVIDE APPROPRIATE STAFFING AND ACCESS CONTROLS INCLUDING GATES, LOCKS, AND GUARDS AS NEEDED.
12. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADES, FLAGMEN, ETC. REQUIRED TO MAINTAIN SAFE TRAFFIC FLOW AT ALL TIMES FOR ANY WORK ACTIVITY ON OR ADJACENT TO ANY CITY, COUNTY OR ODOT ROADWAY. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ODOT'S MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
13. IN ACCORDANCE WITH OKLAHOMA STATE LAW, AT LEAST 3 BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING A OKLAHOMA REGISTERED NOTIFICATION CENTER (I.E. OKLAHOMA ONE CALL, DIG SAFE, ETC.), IN ORDER TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES RESULTING FROM FAILURE TO EXACTLY LOCATE AND PRESERVE THE UNDERGROUND UTILITIES.
14. CONTRACTOR SHALL TOPSOIL AND GRASS ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH THE EXCEPTION OF THE AREA IN THE RESERVOIR OR EXPOSED ROCK FACES. THE AREAS NOT IN THE RESERVOIR AREA SHALL BE GRASSED, AS PER SPECIFICATIONS.
15. TOPOGRAPHIC SURVEY PERFORMED BY CEC SURVEYING AND MAPPING, TULSA, OKLAHOMA IN NOVEMBER 2024 AND JULY 2025.
16. THE SURVEY COORDINATE SYSTEM IS NAD83 OKLAHOMA STATE PLANE, SOUTH ZONE 3502. VERTICAL DATUM IS NAVD88.
17. CONSTRUCTION SURVEYING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR INCLUDING BUT NOT LIMITED TO LIMITS OF CONSTRUCTION, CENTERLINE, ETC. THE CONTRACTOR SHALL VERIFY ALL CONTROL MONUMENTATION AND NOTIFY OWNER OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
18. UNLESS WRITTEN PERMISSION IS PROVIDED OTHERWISE, TEMPORARY FILLS IN WATER BODIES SHALL BE REMOVED IN THEIR ENTIRETY AND THE AFFECTED AREAS RETURNED TO PRE-CONSTRUCTION ELEVATIONS.
19. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AT ALL TIMES. CONTRACTOR SHALL SECURE PROJECT SITE AT THE END OF EACH DAY.
20. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES SUFFICIENTLY IN ADVANCE OF THE CONSTRUCTION SO THAT IF IT IS NECESSARY TO CHANGE OR MOVE THE UTILITY, THE PROGRESS OF THE WORK WILL NOT BE DELAYED. ANY EXISTING UTILITY DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED IMMEDIATELY WITH EQUAL OR BETTER MATERIALS.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRENCH SAFETY. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED WORK UTILIZING A TRENCH SAFETY PLAN PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA FOR THIS PROJECT. THIS TRENCH SAFETY PLAN SHALL BE SUBMITTED PRIOR TO COMMENCEMENT OF ANY WORK ACTIVITIES.
22. ALL EXCESS SOILS NOT USED FOR BACKFILL AND SITE GRADING SHALL BE STOCKPILED WITHIN THE WORK LIMITS AT AN AREA APPROVED BY THE ENGINEER FOR OWNER'S FUTURE USE. ALL CONCRETE RUBBLE AND ROCK RIPRAP MAY BE STOCKPILED ON-SITE AT A LOCATION APPROVED BY ENGINEER FOR OWNER'S FUTURE USE. OTHER DEMOLITION DEBRIS AND TRASH MUST BE REMOVED FROM THE PROJECT SITE.

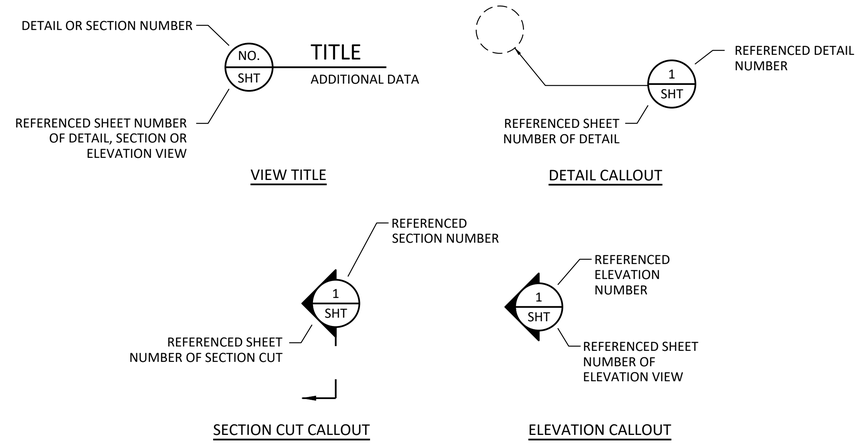
BEFORE YOU DIG 811 1-800-522-OKIE CALL OKIE

LEGEND

- EXIST CONCRETE
- CLEARING AND GRUBBING
- EXIST ROCK RIPRAP
- EXIST ASPHALT
- PROPOSED GRAVEL
- PROPOSED RIPRAP/ACCESS ROAD
- 500 — EXIST MAJOR CONTOUR
- EXIST MINOR CONTOUR
- OHE — EXIST OVERHEAD U
- NORMAL POOL
- LOC — LIMITS OF CONSTRUCTION
- G — UNDERGROUND GAS LINE
- W — UNDERGROUND WATER LINE
- GEOTEXTILE FILTER CLOTH
- EXIST FENCE
- BM-1 — SURVEY BENCHMARK
- CP-10 — SURVEY CONTROL POINT
- GV — EXIST GAS VENT
- G — EXIST GAS MARKER
- EXIST SIGN
- EXIST UTILITY POLE
- EXIST BOLLARD
- EXIST TREE

ABBREVIATIONS

CL	CENTERLINE	OWRB	OKLAHOMA WATER RESOURCES BOARD
CONC	CONCRETE	PROP	PROPOSED
D/S	DOWNSTREAM	R	RADIUS
E	EAST, EASTING	RE:	REFER TO
MAX	MAXIMUM	REQ	REQUIRED
MIN	MINIMUM	STA	STATION
N	NORTH, NORTHING	TYP	TYPICAL
NTS	NOT TO SCALE	U/S	UPSTREAM
ODEQ	OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY	LOC	LIMITS OF CONSTRUCTION
ODOT	OKLAHOMA DEPARTMENT OF TRANSPORTATION		



ISSUED FOR BID

12/01/2025

PROFESSIONAL ENGINEER — TAYLOR F. GREEN 35148 — LICENSED — OKLAHOMA

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE
SHAWNEE TWIN LAKES DAM #1
REHABILITATION PROJECT
GENERAL
GENERAL NOTES AND LEGEND

NO.	ISSUE	BY	DATE
	ISSUED FOR BID	MGL	12-02-2025
1	ISSUED FOR PERMIT	MGL	10-03-2025

VERIFY SCALE Bar Scale is one inch on original drawing. 0 1" if not one inch on this sheet, adjust scale.

F&N JOB NO. SWN24427
DATE 10-03-2025
DESIGNED TFG
DRAWN MGL
CHECKED JCS
APPROVED CJY
FILE NAME GN-ALL-NOTES.dwg

SHEET G-2
SEQ. 2 OF 7

ACAD Rel: 25.0s (LMS Tech)
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Plot Date: 11/26/2025 12:12 PM Plot By: 09066 Filename: N:\WRD\Drawings\GN-ALL-NOTES.dwg

POINT DATA TABLE				
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1	1090.4	735224.0	2245709.9	CP1 SET 5/8 IP W/CEC CP CAP
2	1089.9	734121.2	2248837.7	CP2 SET 5/8IN IRON PIN W/ CEC CP CAP

SURVEY NOTES

1. HORIZONTAL DATUM IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, N.A.D. 83(2011) LAMBERT PROJECTION, SOUTH ZONE ADJUSTED TO N.G.S. STATE PLANE COORDINATES, UTILIZING OPUS.

A. ACCURACY - 3RD ORDER OR BETTER

2. BEARINGS:

THE BEARINGS SHOWN HEREIN OR HEREON ARE GRID BEARINGS DERIVED FROM THE USC & GS OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL.

3. VERTICAL CONTROLS:

A. LEVEL DATUM IS NGS, NAVD 88, TAKEN FROM ADJUSTED PRIMARY CONTROL UTILIZING DIFFERENTIAL LEVELING TECHNIQUES.

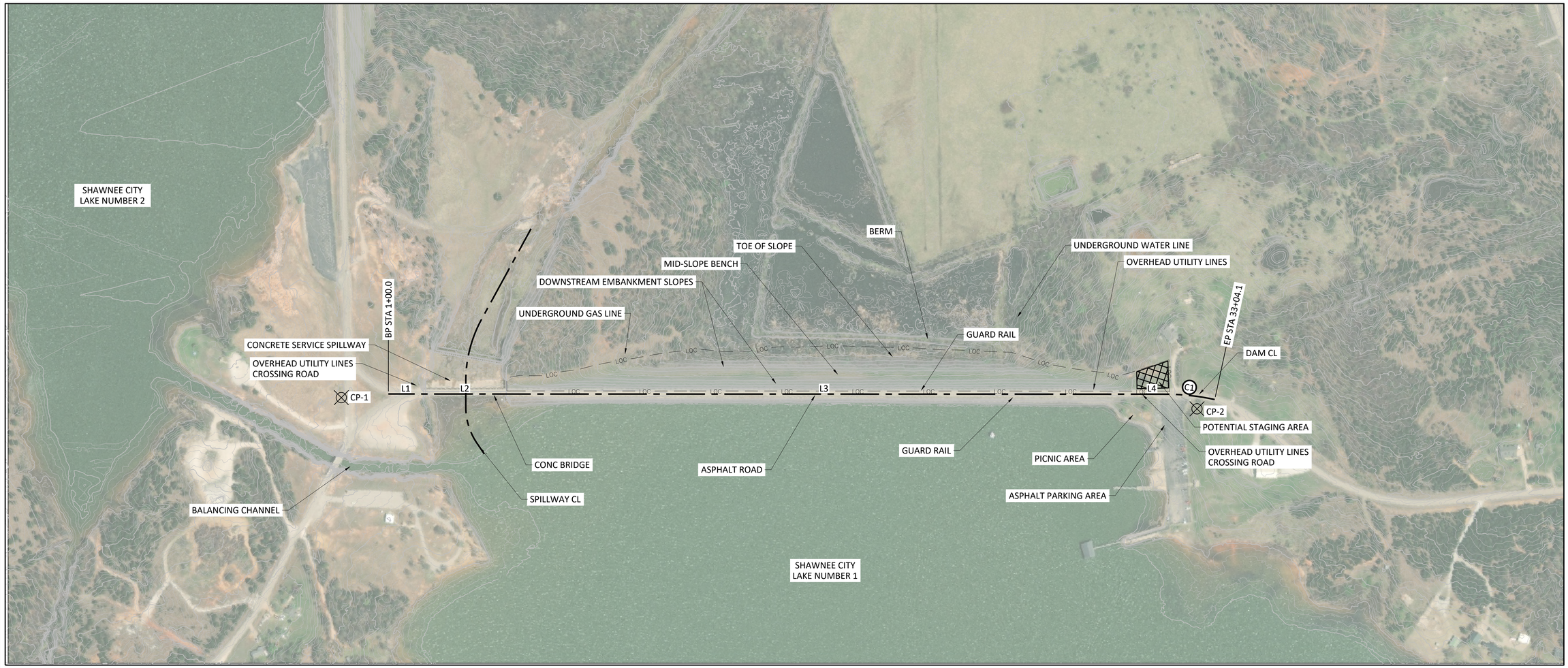
B. ACCURACY - 3RD ORDER OR BETTER

-BENCHMARK NORTHINGS AND EASTINGS ARE FOR LOCATION PURPOSES ONLY AND ARE NOT TO BE TIED TO HORIZONTAL CONTROL.

PARCEL LINES SHOWN HEREON ARE APPROXIMATE ONLY AND DERIVED FROM PUBLICLY AVAILABLE DATA AT OKMAPS.ORG AS ACCESSED ON 08/01/2025. CONTRACTOR TO FIELD VERIFY.

LINE TABLE						
LINE #	LENGTH	DIRECTION	START POINT NORTHING	START POINT EASTING	END POINT NORTHING	END POINT EASTING
L1	136.7'	S71° 18' 12.01"E	735179.06	2245887.10	735135.24	2246016.57
L2	320.2'	S71° 18' 12.02"E	735135.24	2246016.57	735032.61	2246319.84
L3	2463.6'	S71° 18' 55.41"E	735032.61	2246319.84	734243.37	2248653.62
L4	78.5'	S71° 17' 27.33"E	734243.37	2248653.62	734218.18	2248727.99

CURVE TABLE					
CURVE #	DELTA	TANGENT	RADIUS	LENGTH	CHORD LENGTH
C1	12°51'12"	103.0'	914.1'	205.1'	204.6'



NORTH

0 200 400
SCALE IN FEET

ISSUED FOR BID

12/01/2025

PROFESSIONAL ENGINEER
TAYLOR F. GREEN 35148
LICENSED OKLAHOMA

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE

SHAWNEE TWIN LAKES DAM #1 REHABILITATION PROJECT

SITE CIVIL

EXISTING CONDITIONS

NO.	ISSUE	BY	DATE
	ISSUED FOR BID	MGL	12-02-2025
	ISSUED FOR PERMIT	MGL	10-03-2025

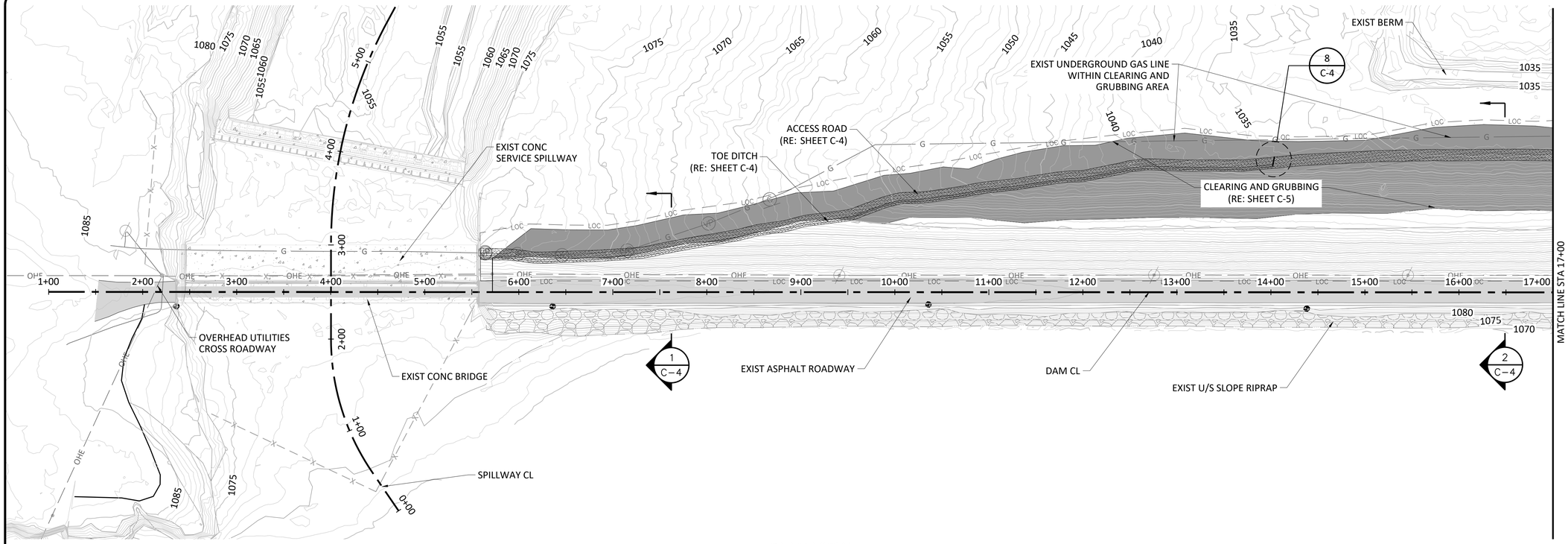
F&N JOB NO. SWN24427
DATE 10-03-2025
DESIGNED TFG
DRAWN MGL
CHECKED JCS
APPROVED CJY
FILE NAME CV-DAM-PL-EX.dwg

VERIFY SCALE Bar Scale is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

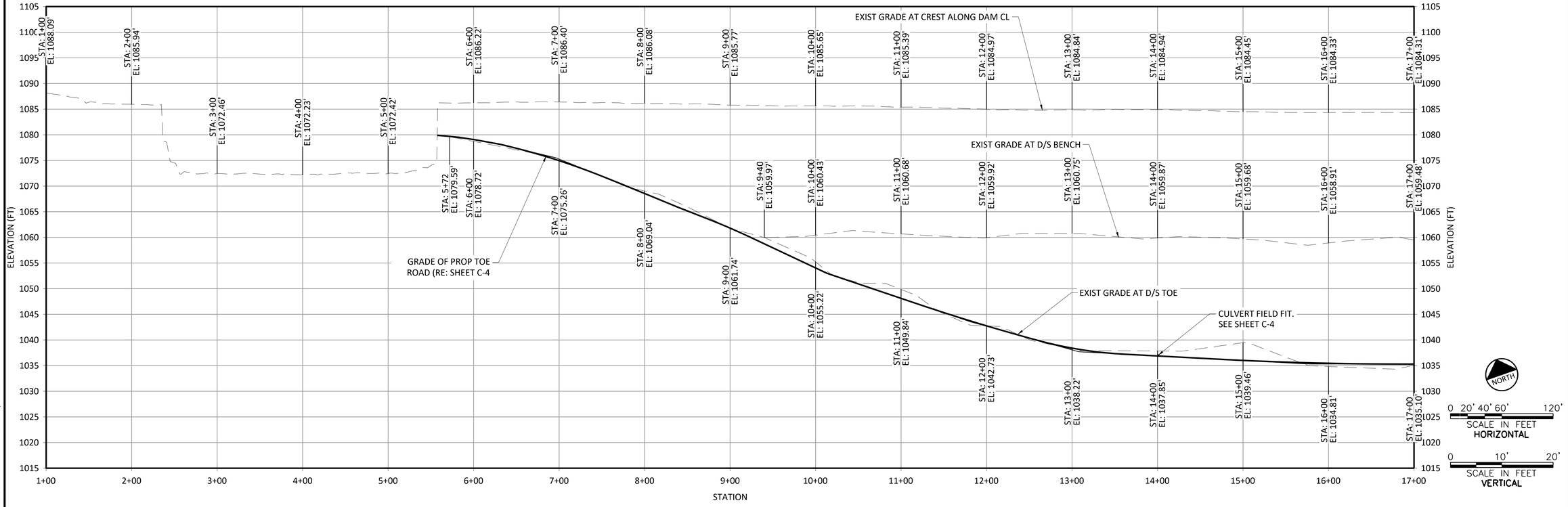
SHEET C-1
SEQ. 3 OF 7

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Plot Date: 11/26/2025 12:12 PM Plot By: 09066 Filename: N:\WRD\Drawings\C&G\CV-DAM-PL-EX.dwg



PLAN VIEW



PROFILE VIEW

ISSUED FOR BID

12/01/2025

PROFESSIONAL ENGINEER
TAYLOR F. GREEN
35148
OKLAHOMA
LICENSED

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE

SHAWNEE TWIN LAKES DAM #1 REHABILITATION PROJECT

SITE CIVIL

DAM PLAN AND PROFILE 1

NO.	ISSUE	BY	DATE
1	ISSUED FOR BID	MGL	12-02-2025
2	ISSUED FOR PERMIT	MGL	10-03-2025

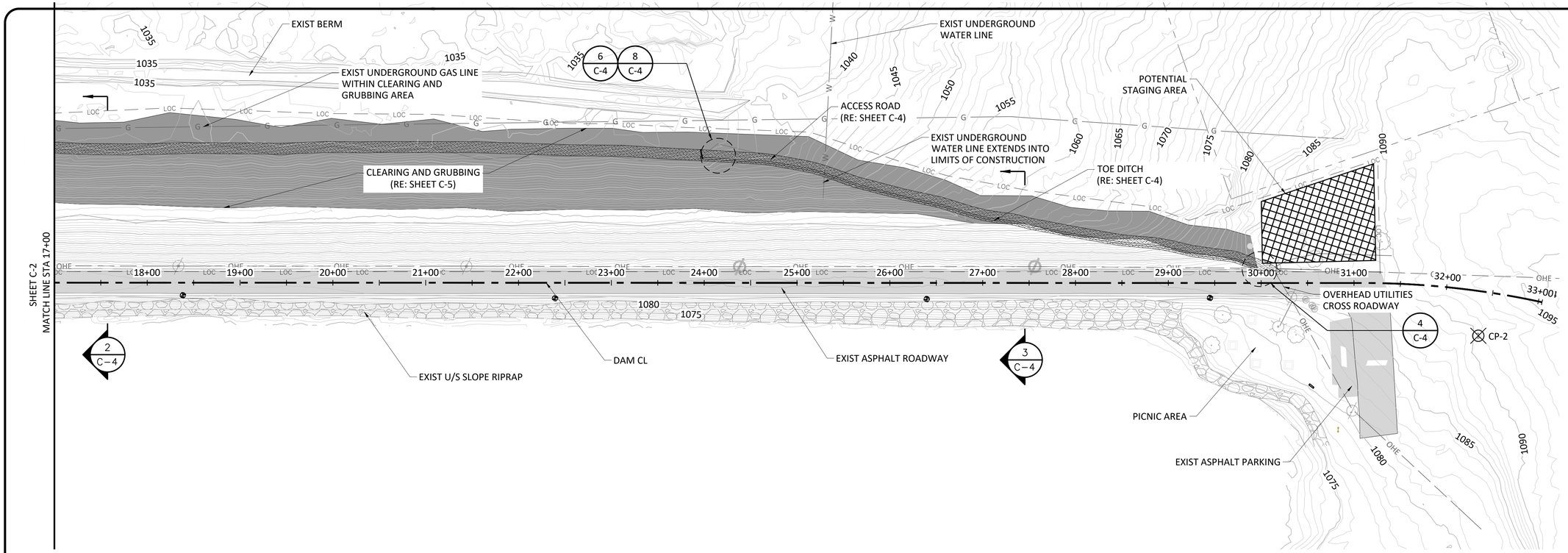
FNI JOB NO. SWN24427
DATE 10-03-2025
DESIGNED TFG
DRAWN MGL
CHECKED JCS
APPROVED CTY
FILE NAME CV-DAM-OA-SITE.dwg

VERIFY SCALE Bar Scale is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1

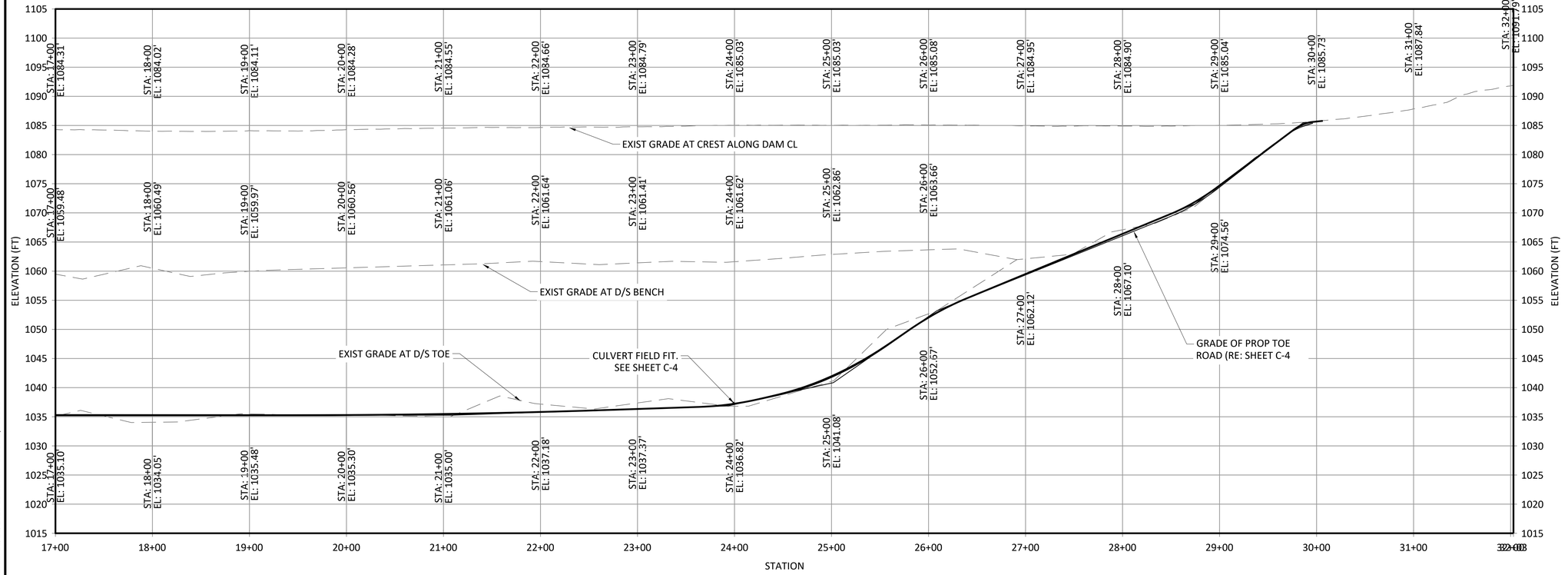
SHEET C-2
SEQ. 5 OF 7

ACAD Rel: 25.0s (LMS Tech)
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PLAN VIEW



PROFILE VIEW

ISSUED FOR BID

NORTH

0 20' 40' 60' 120'
SCALE IN FEET
HORIZONTAL

0 5' 10'
SCALE IN FEET
VERTICAL

12/01/2025

PROFESSIONAL ENGINEER
TAYLOR F. GREEN
35148
LICENSED
OKLAHOMA

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE

SHAWNEE TWIN LAKES DAM #1 REHABILITATION PROJECT

SITE CIVIL

DAM PLAN AND PROFILE 2

NO.	ISSUE	BY	DATE
2	ISSUED FOR BID	MGL	12-02-2025
1	ISSUED FOR PERMIT	MGL	10-03-2025

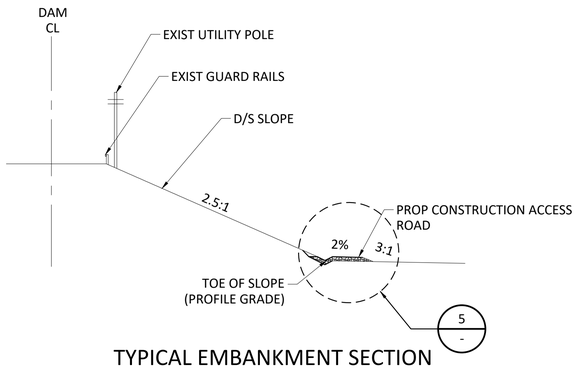
F&N JOB NO. SWN24427
DATE 10-03-2025
DESIGNED TFG
DRAWN MGL
CHECKED JCS
APPROVED CJY
FILE NAME CV-DAM-OA-SITE.dwg

VERIFY SCALE Bar Scale is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET C-3
SEQ. 4 OF OF 7

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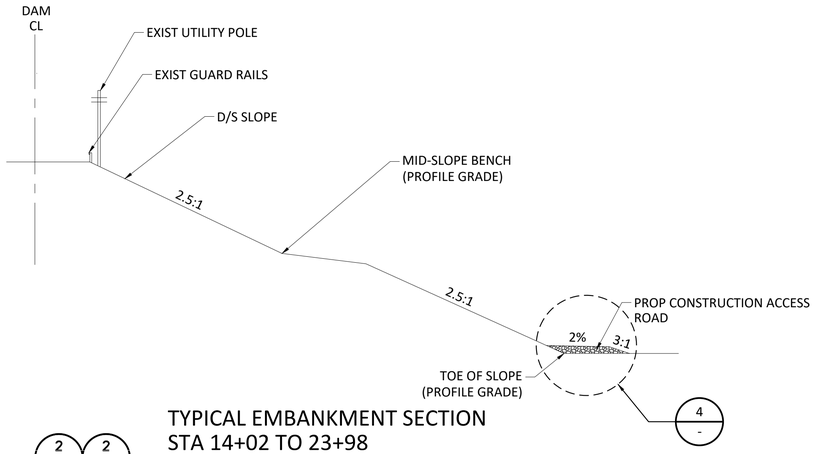


TYPICAL EMBANKMENT SECTION STA 5+72 TO 14+02 AND 23+98 TO 30+00

1 / C-3

0 20' 40'

SCALE IN FEET

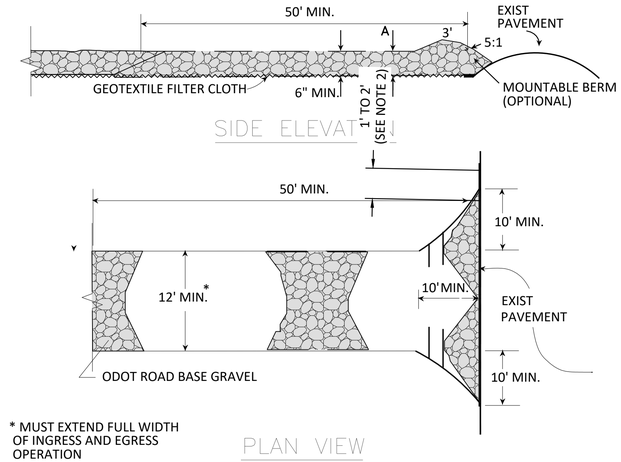


TYPICAL EMBANKMENT SECTION STA 14+02 TO 23+98

2 / C-3 2 / C-2

0 20' 40'

SCALE IN FEET

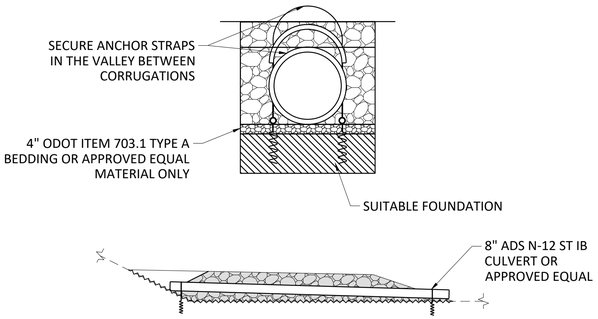


* MUST EXTEND FULL WIDTH OF INGRESS AND EGRESS OPERATION

GRAVEL ACCESS ROAD ENTRANCE

3 / C-2

NTS



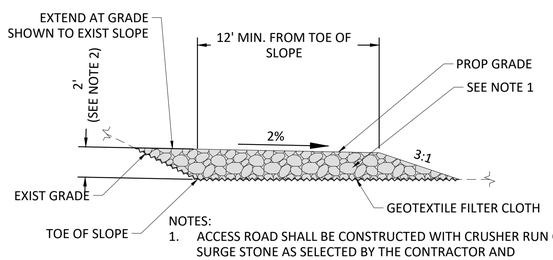
NOTES:

1. CULVERT TO BE FIELD FIT APPROVED BY THE ENGINEER. MINIMUM CULVERT SLOPE OF 1%
2. MINIMUM CULVERT COVER OF 1 FOOT.
3. CULVERTS INSTALLED AT STA 14+01 AND 23+99.
4. SCREW ANCHOR TO BE PROVIDED BY CONTRACTOR AND APPROVED BY ENGINEER.
5. NO JOINTS ALLOWED IN CULVERT.

CULVERT DETAILS

5 / C-3 5 / C-2

NTS



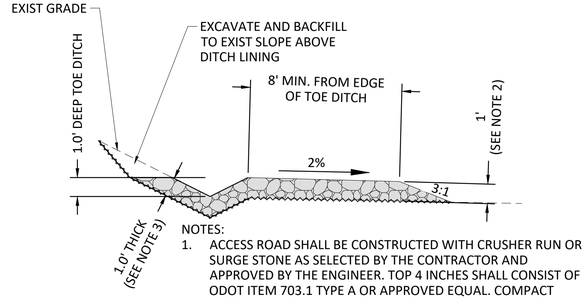
NOTES:

1. ACCESS ROAD SHALL BE CONSTRUCTED WITH CRUSHER RUN OR SURGE STONE AS SELECTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. TOP 4 INCHES SHALL CONSIST OF ODOT ITEM 703.1 TYPE A OR APPROVED EQUAL. COMPACT MATERIALS PER ODOT SPECIFICATIONS OR OTHER METHODS APPROVED BY THE ENGINEER.
2. GRAVEL TO BE 2 FEET THICK FROM STA 14+00 TO 24+00.

TYPICAL SECTION - GRAVEL ACCESS ROAD

4 / –

STA 14+00 TO STA 24+00



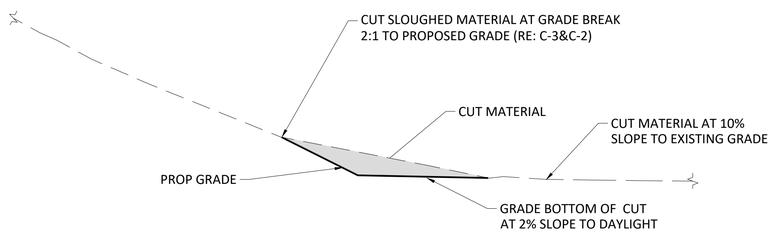
NOTES:

1. ACCESS ROAD SHALL BE CONSTRUCTED WITH CRUSHER RUN OR SURGE STONE AS SELECTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. TOP 4 INCHES SHALL CONSIST OF ODOT ITEM 703.1 TYPE A OR APPROVED EQUAL. COMPACT MATERIALS PER ODOT SPECIFICATIONS OR OTHER METHODS APPROVED BY THE ENGINEER.
2. GRAVEL TO BE 1 FOOT THICK FROM STA 5+72 TO 14+00 AND 24+00 TO 30+00. GRAVEL THICKNESS TO TRANSITION OVER A MINIMUM OF 25 FEET.
3. TOE DITCH SHALL BE LINED WITH 12" THICK SURGE STONE.

TYPICAL SECTION - GRAVEL ACCESS ROAD

6 / –

STA 5+72 TO 14+02 & 23+98 TO 30+00



TYPICAL SECTION - TOE GRADING

7 / C-2

NTS

ISSUED FOR BID

12/01/2025

PROFESSIONAL ENGINEER — TAYLOR F. GREEN 35148 — LICENSED — OKLAHOMA

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
Web - www.freese.com
Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE

SHAWNEE TWIN LAKES DAM #1 REHABILITATION PROJECT

SITE CIVIL

TYPICAL SECTIONS

NO.	ISSUE	BY	DATE
2	ISSUED FOR BID	MGL	12-02-2025
1	ISSUED FOR PERMIT	MGL	10-03-2025

F&N JOB NO. SWN24427
DATE 10-03-2025
DESIGNED TFG
DRAWN MGL
CHECKED JCS
APPROVED CJY
FILE NAME CV-DAM-EMB-SEC.dwg

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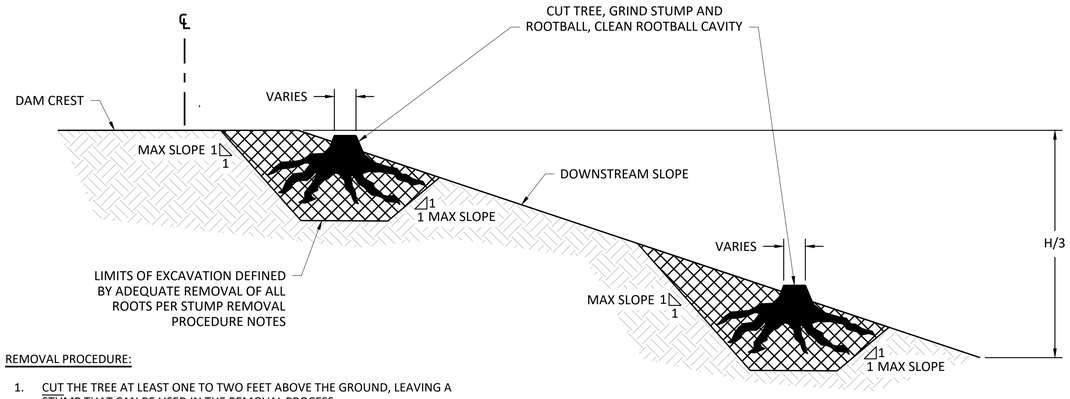
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SHEET C-4

SEQ. 6 OF 7

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REMOVAL PROCEDURE:

1. CUT THE TREE AT LEAST ONE TO TWO FEET ABOVE THE GROUND, LEAVING A STUMP THAT CAN BE USED IN THE REMOVAL PROCESS.
2. REMOVE THE STUMP AND ROOTBALL BY PULLING THE STUMP UPWARD WITH A TRACK-MOUNTED BACK-HOE (OR SIMILAR) AFTER LOOSENING THE ROOTBALL BY PULLING IN DIFFERENT DIRECTIONS.
3. REMOVE THE REMAINING ROOT SYSTEM AND LOOSE SOIL FROM THE ROOTBALL CAVITY TO SLOPES NO STEEPER THAN 1H:1V AND THE BOTTOM OF THE CAVITY APPROXIMATELY HORIZONTAL.
4. REMOVE ALL ROOTS LARGER THAN 1 INCH IN DIAMETER THAT ARE WITHIN 3 FEET OF THE PERIMETER OF THE TREE TRUNK.

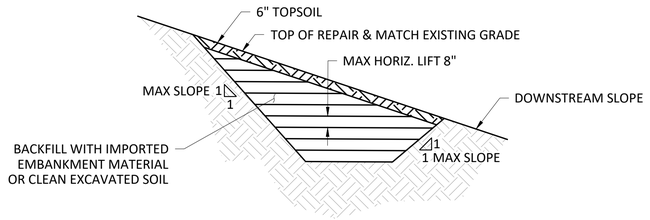
1 TREE REMOVAL DETAIL - RE: FEMA 534 - CHAPTER 6, FIG. 5

NTS

FLOW



EXAMPLE DOWNSTREAM SLOPE



BACKFILL PROCEDURE:

1. BACKFILL THE EXCAVATION WITH COHESIVE SOIL PLACED IN LIFTS NO GREATER THAN 8 INCHES LOOSE FIT THICKNESS. SOIL LIFTS SHOULD BE WELL COMPACTED AND TYPICALLY REQUIRES THE USE OF MANUALLY OPERATED COMPACTION EQUIPMENT OR EQUIPMENT ATTACHED TO A BACKHOE.

NOTE:

1. ALL DISTURBED AREAS MUST BE PROTECTED BY SEEDING AND MULCHING
2. ALL WOOD AND BRUSH SHALL BE DISPOSED OF AND REMOVED FROM CITY OF SHAWNEE PROPERTY. **NO BURNING IS PERMITTED ON CITY OF SHAWNEE PROPERTY**.
3. WOOD MAY BE CHIPPED. CHIPS SHALL BE LESS THAN ½" THICK AND NO GREATER THAN 4" IN ANY DIMENSION. CHIPS MAY BE MULCHED ON SITE, DISPOSED OF OFF-SITE OR STORED AT LOCATION APPROVED BY THE CITY OF SHAWNEE.

2 COMPACTED BACKFILL DETAIL

NTS

FLOW

DOWNSTREAM SLOPE CLEARING AND GRUBBING NOTES:

1. THE DOWNSTREAM SLOPE SHALL BE CLEARED OF ALL TREES AND BRUSH GROWTH. THE CLEARED VEGETATION SHALL BE REMOVED FROM THE SLOPE AND DISPOSED OF OFF-SITE.
2. TREES LESS THAN 4 INCHES IN DIAMETER MAY BE CUT FLUSH WITH THE GROUND, TO PROVIDE A MOWABLE FINISHED GRADE IF THEY ARE LOCATED OUTSIDE OF AREAS TO BE OCCUPIED BY NEW EMBANKMENT FILL OR STRUCTURES. IF LOCATED IN AN AREA TO BE OCCUPIED BY NEW EMBANKMENT FILL OR STRUCTURES, THE ROOT BALL SHALL BE GRUBBED IN ACCORDANCE WITH THE SPECIFICATIONS. STUMPS SHOULD BE TREATED WITH A WATERPROOF SEALANT TO DELAY STUMP AND ROOTBALL DECAY.
3. TREES GREATER THAN 4 INCHES IN DIAMETER SHALL BE REMOVED AND THE ROOT BALL SHALL BE GRUBBED IN ACCORDANCE WITH THE SPECIFICATIONS.
4. ANY DAMAGE TO THE SLOPE SHALL BE PROMPTLY REPAIRED.
5. THE ZONE 30 FEET BEYOND THE TOE OF THE DAM SHALL BE CLEARED OF TREES. CLEARED TREES SHALL BE REMOVED FROM THE AREA AND DISPOSED OF OFF-SITE.
6. ANY ANIMAL BURROWS, TREE ROOTS OR SMALL HOLES, SHALL BE REMOVED TO FIRM MATERIAL 9 TO 12 INCHES BELOW SURFACE OF BURROW, ROOT OR HOLE. COHESIVE COMPACTED FILL SHALL BE USED TO RESTORE THESE AREAS TO MATCH THE SURROUNDING SLOPE.

ISSUED FOR BID

12/01/2025

PROFESSIONAL ENGINEER
TAYLOR F. GREEN
35148
LICENSED
OKLAHOMA

FREESE NICHOLS
5100 E. Skelly Drive, Suite 602
Tulsa, Oklahoma 74135
Phone - (539) 444-8677
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Certificate of Authorization: CA#511
Expiration Date: 06/30/2026

CITY OF SHAWNEE
SHAWNEE TWIN LAKES DAM #1
REHABILITATION PROJECT
SITE CIVIL

PROJECT SPECIFIC DETAILS

NO.	ISSUE	BY	DATE
2	ISSUED FOR BID	MGL	12-02-2025
1	ISSUED FOR PERMIT	MGL	10-03-2025

VERIFY SCALE Bar Scale is one inch on original drawing. If not one inch on this sheet, adjust scale.

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F&N JOB NO.	SWN24427
DATE	10-03-2025
DESIGNED	TFG
DRAWN	MGL
CHECKED	JCS
APPROVED	CJY
FILE NAME	CV-DAM-DT-TREE.dwg

SHEET C-5

SEQ. 7 OF 7

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Plot Date: 11/26/2025 12:14 PM Plot By: 09066 Filename: N:\WRD\Drawings\C&G\CV-DAM-DT-TREE.dwg

CONTRACTOR_____

PROPOSALS MUST BE RECEIVED BY TUESDAY, JANUARY 6, 2026, AT 12:00 P.M.

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
SHAWNEE CITY LAKE NO. 1 DAM REHABILITATION
CLEARING AND GRUBBING

BID OPENING:
TUESDAY JANUARY 6, 2026, AT 3:00 P.M.

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

Freese and Nichols, Inc.
5100 E Skelly Dr
Suite 602
Tulsa, OK 74135

00 01 07 DESIGN PROFESSIONAL SEALS

	Specification Sections Sealed
 12/01/2025	Division 00 Division 01 Division 31 Division 35
OKLAHOMA REGISTERED ENGINEERING FIRM CA-511	

END OF SECTION

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Division/ Section	Title
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00 21 13.1	Instructions to Offerors Exhibit A – Pre-Qualification Form
00 41 13	Bid Form
00 41 16	Bid Form Exhibit A
00 43 13	Bid Bond
00 45 01	Nonresident Bidders
00 45 02	Non-Collusion Certification
00 45 03	Business Relationship Statement
00 52 13	Agreement
00 61 11	Statutory Defect Bond
00 61 13	Performance Bond
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00 61 19	Maintenance Bond
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01 31 00	Project Management and Coordination
01 31 13	Project Administration
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01 33 01	Document Register
01 33 03	Product Data
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Division/ Section	Title
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01 40 00	Quality Management
01 50 00	Temporary Facilities and Controls
01 57 23	Temporary Stormwater Pollution Control
01 70 00	Execution and Closeout Requirements
Division 31	**Earthwork**
31 05 13	Soils for Earthwork
31 02 13.13	Offsite Soil Borrow
31 11 00.13	Clearing and Grubbing
31 23 19.01	Care of Water During Construction
31 25 13.14	Grass for Erosion Control
31 32 19.15	Geotextile
Division 35	**Waterway and Marine Construction**
35 73 13.13	Excavation

END OF SECTION

00 11 16 INVITATION TO BID

ARTICLE 1 – GENERAL NOTICE

1.01 The **CITY OF SHAWNEE** (Owner) is requesting Bids for the construction of the following Project:

SHAWNEE CITY LAKE NO. 1 DAM REHABILITATION; CLEARING AND GRUBBING

1.02 Description of the Work

A. The project involves rehabilitation of the dam and includes the following major components:

- Clearing and grubbing of the project area.
- Installation of care of water measures (cofferdams, diversions, etc.) as necessary to protect the work and facilitate construction.
- Construction of access road along the downstream toe.
- Topsoil and seed all areas disturbed by construction activities.

1.03 The Project is to be substantially complete and ready for operation no later than **90** days after Notice to Proceed. The Project is to be complete and eligible for final payment **30** days after the date for Substantial Completion.

ARTICLE 2 – EXAMINATION AND PROCUREMENT OF DOCUMENTS

2.01 Advertisement and bidding information for the Project can be found at the following procurement website:

https://fnimanager.freese.com

2.02 Prospective Offerors must register with the procurement website as a plan holder, even if the Contract Documents are obtained from a plan room or other site. All official notifications, Addenda, and other documents will be offered only through the procurement website.

2.03 The Contract Documents may be downloaded from the procurement website by prospective Offerors registered as plan holders. Offerors are responsible for ensuring that a complete set of documents, as defined in Section 00 52 13 “Agreement,” are used in the preparation of their Bids. The documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download does not confer a license or grant permission or authorization for any other use. Authorization to download documents includes the right for Offerors to print documents for their sole use, provided they pay all costs associated with printing or reproduction. Printed documents may not be resold under any circumstances.

2.04 The procurement website will be updated periodically with Addenda, lists of interested parties, reports, or other information relevant to submitting a Bid for the Project.

ARTICLE 3 – PRE-BID CONFERENCE

3.01 A mandatory pre-bid conference for the Project for pre-qualified Offerors (and their subcontractors) will be held at **10:00 AM** on **December 16, 2025** at the following location:

City of Shawnee
16 West 9th Street
Shawnee, Oklahoma 74801

ARTICLE 4 – SITE TOUR

4.01 A tour of the Site will be held at the conclusion of the pre-bid conference. Prospective Offerors attending this site tour are required to arrange their own transportation to the Site. Directions to the Site will be available at the pre-bid conference.

ARTICLE 5 – QUESTIONS REGARDING BIDDING PROCESS OR SOLICITATION DOCUMENTS

5.01 Questions are to be submitted using the question and answer process on the procurement website. Responses to questions posted on the procurement website will be posted for the benefit of all Offerors. A response will be posted for questions submitted until **12:00 PM** on **December 18, 2025**.

5.02 A response to a question posted on the procurement website that requires modification of the Contract Documents will be made by Addenda. Modifications to the Contract Documents prior to the award of the Contract can only be made by Addenda. Only answers in Addenda posted on the procurement website will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 6 – BID SECURITY

6.01 Offerors must submit an acceptable Bid Security with their Bids as a guarantee that the Successful Offeror will enter into a contract for the Project with the Owner within 15 days of Notice of Award of the Contract. The Bid Security must be payable to City of Shawnee in the amount of 5 percent of the proposed Contract Price. The Successful Offeror must execute the Contract and bonds on the forms provided in the Contract Documents and provide evidence of insurance as required by the Contract Documents.

6.02 Bid Security must be in the form of a bid bond. The bid bond may be submitted on the form provided in Section 00 43 13 “Bid Bond” or Offerors may provide their surety’s standard penal sum bid bond form. The bid bond must reference the Owner and the Project by name as identified in this Section.

ARTICLE 7 – DELIVERY OF BIDS

7.01 Sealed Bids must be delivered to the Owner at the address below no later than **12:00 PM** on **January 06, 2026,** to be accepted. The Bids will be publicly opened and read aloud at this time and place including the names of the Offerors and their Bids. Address Bids to the Owner as follows:

CITY OF SHAWNEE
c/o City Clerk

16 West 9th Street
Shawnee, OK 74801

The following shall be written to the left of the address on the on the front of the sealed envelope: **Shawnee City Lake No. 1 Dam Rehabilitation Project**

7.02 Any Bid received by the Owner, more than 96 hours (excluding Saturdays, Sundays and holidays) before the time set for the opening of Bids, or any Bid so received after the time set for opening of Bids, will not be considered by the Owner and will be returned unopened to the Offeror.

ARTICLE 8 – AWARD OF CONTRACT

8.01 It is the intent of the Owner to award this Contract to the lowest responsible pre-qualified Offeror within [30] calendar days after bid opening. The Owner may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause. The time may be extended by mutual agreement between the Owner and the Offeror per O.S. Title 61 Section 111.The Owner reserves the right to adopt the most advantageous interpretation of the Bids submitted in the case of ambiguity or lack of clearness in stating bid prices, to reject any or all Bids, and/or waive formalities. Bids will remain subject to acceptance and may not be withdrawn within [30] days from the date on which Bids are opened.

ARTICLE 9 – OTHER CONTRACT REQUIREMENTS

9.01 A statutory defect bond, performance bond, and payment bond will be required for this Project.

9.02 Selected Contractor will be required to purchase goods and equipment manufactured or produced in the United States of America to the extent required by Okla. Stat. §61-51

END OF SECTION

00 21 13 INSTRUCTIONS TO OFFERORS

ARTICLE 1 – DEFINED TERMS

1.01 The terms used in these Instructions to Offerors have the meanings assigned to them in the General Conditions and Supplementary Conditions.

ARTICLE 2 – RECEIPT OF BIDS

2.01 Refer to Section 00 11 16 “Invitation to Bid” for information on receipt of Bids.

ARTICLE 3 – COPIES OF CONTRACT DOCUMENTS

3.01 Obtain a complete set of the Contract Documents as indicated in Section 00 52 13 “Agreement.”

3.02 Use complete sets of Contract Documents in preparing Bids. Offeror assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

3.03 Owner makes copies of Contract Documents available for the sole purpose of obtaining Bids for completion of the Project and does not confer a license or grant permission or authorization for any other use.

ARTICLE 4 – PRE-QUALIFICATION OF OFFERORS

4.01 It is the Owner’s desire to pre-qualify contractors that have suitable experience for projects of similar type and scope, namely earth dams. Bids will only be accepted from Offerors that are prequalified for this contract and have downloaded a complete set of Drawings and Specifications. The Offeror’s Pre-Qualification Form is attached to this specification and will be made available electronically on the procurement website (https://fnimanager.freese.com). Prospective bidders shall submit the Pre-Qualification Form with all required information for consideration as an Offeror to the Freese and Nichols Point of Contact no later than **5:00 PM CT on December 9, 2025**. Freese and Nichols shall notify prospective Offerors of approval or disapproval as an Offeror prior to the mandatory pre-bid meeting.

4.02 Offerors shall provide suitable evidence to demonstrate similar project experience by providing four (4) similar projects that have been completed or are currently under construction within the last seven (7) years by Offeror. Similar Projects include construction repairs or rehabilitation of earthen dams, new construction of earthen dams, clearing and grubbing, and projects that involve cofferdams and control of water.

ARTICLE 5 – EXAMINATION OF THE CONTRACT DOCUMENTS AND THE SITE

5.01 Examine the Contract Documents, the Site, and other information readily available before submitting a Bid.

A. Examine the Contract Documents and supplemental data:

1. Carefully study the Contract Documents.

2. Carefully study supplemental information, including Technical Data, record drawings from previous projects, available utility maps, reports, and studies referenced or made available to the Offeror.

3. Promptly notify the Construction Manager of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the Contract Documents, Addenda, and supplemental information.

4. Determine that the Contract Documents, Addenda, and supplemental data are generally sufficient to indicate and convey understanding of all terms and conditions for completion of Work to the degree necessary to prepare a Bid for the Project.

5. Make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a Bid for the Project.

B. Become familiar with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of Work.

C. Visit the Site to become familiar with any general, local, or Site conditions that may affect the cost, progress, or performance of the Work in any manner. The Site is generally accessible to the public. A tour of the Site will be conducted at the mandatory pre-bid conference.

D. Subsurface exploration is not allowed.

E. The submission of a Bid will constitute an incontrovertible representation by the Offeror that the Offeror has complied with every requirement of this Article, and that without exception the Bid is premised on the following:

1. Work will be completed in accordance with the Contract Documents for the Contract Price within the Contract Times;

2. Offeror has given the Construction Manager written notice of all conflicts, errors, ambiguities, and discrepancies that the Offeror has discovered in the Contract Documents, Addenda, and the related supplemental data;

3. Written resolutions provided by the Construction Manager are acceptable to the Offeror; and

4. Contract Documents, Addenda, and the related supplemental data are generally sufficient to indicate and convey understanding of all terms and conditions for completion of Work.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A mandatory pre-bid conference (for prequalified offerors only), will be held at the time and location indicated in Section 00 11 16 “Invitation to Bid.” Bids will not be accepted from Offerors who do not attend the conference. It is the Offerors’ responsibility to sign in at the pre-bid conference to verify their participation.

ARTICLE 7 – INTERPRETATIONS AND ALTERNATE BIDS

7.01 Submit all questions about the meaning or intent of the Contract Documents, Addenda, and the related supplemental data to the Construction Manager using the procurement website as indicated in Section 00 11 16 “Invitation to Bid.”

7.02 Submit any offer of alternate terms and conditions or offer of Work not in strict compliance with the Contract Documents to the Construction Manager no later than 10 days after the date Project is advertised. Construction Manager and Design Professional will issue Addenda as appropriate if any of the proposed changes to the Contract Documents are accepted. A Bid submitted with clarifications or taking exceptions to the Contract Documents, except as modified by Addenda, will be considered non-responsive.

7.03 Offeror may submit a separate and additional Bid if the Offeror includes exceptions or the Offeror wishes to make a Bid that is not in accordance with the terms and conditions of the Contract Documents, or for Work that is not in strict compliance with the Contract Documents. Describe the intent and substance of the changes in the additional Bid in adequate detail so they are clearly understood. Alternate Bids will not be considered in the evaluation of the Bids. Upon selection of the Bid of the lowest responsible Offeror, and after the award of the Contract, the Construction Manager may issue a Request for a Change Proposal if Owner chooses to accept any Bid alternates.

7.04 Addenda may be issued to clarify, correct, or change the Contract Documents, Addenda, or the related supplemental data as deemed advisable by the Owner or Designer.

ARTICLE 8 – BID SECURITY

8.01 Offerors must submit an acceptable bid bond, irrevocable letter of credit, cashier’s check, or certified check as Bid Security with their Bids as required by Section 00 11 16 “Invitation to Bid.” The acceptable bid bond must be issued by a surety legally authorized to do business in Oklahoma and meet the requirements of the General Conditions. Cashier’s or certified checks must be made payable to the City of Shawnee and are to be effective on the day Bids are submitted and valid for a period of at least **30** days from the date the check is issued.

8.02 Owner may annul the Notice of Award and retain the Bid Security of the apparent Successful Offeror upon Offeror’s failure to execute and deliver the Agreement or Amendments to the Agreement.

8.03 Bid Securities are to remain in effect until the Contract is executed. Bid bonds will become void when the Contract is awarded, or all Bids are rejected.

ARTICLE 9 – CONTRACT TIMES

9.01 See applicable provisions for Contract Times in the Agreement.

9.02 The Project must be completed no later than the dates indicated in Section 00 11 16 “Invitation to Bid.” Offeror is to enter in the number of days proposed to Substantially Complete the Project and to complete the Work required for final payment in accordance with of the General Conditions in Section 00 41 13 “Bid Form.” These dates will be used to calculate the Substantial Completion and Final Completion dates from the date of the Notice to Proceed and will be used to define the Contract Times. Liquidated damages as defined in the Agreement will start to accrue after these dates.

ARTICLE 10 – LIQUIDATED DAMAGES, RETAINAGE, AND INTEREST

10.01 Provisions for liquidated damages and the payment of retainage and interest are set forth in the Agreement.

ARTICLE 11 – PREPARATION OF THE BID FORM

11.01 The Bid Form is included with the Contract Documents and is also available at the procurement website. Complete all blanks on the Bid Form by typing or printing in ink. Indicate prices for each item or alternate shown in the Bid Form.

11.02 The unit price governs if a conflict exists between the extended amount derived by multiplying the unit price by the stated quantity of units and the extended amount shown in the Bid Form.

11.03 Execute the Bid Form as indicated in the document and include evidence of authority to sign.

11.04 Acknowledge receipt of all Addenda by filling in the number and date of each Addendum. Provide a signature as indicated to verify that the Addenda were received. A Bid that does not acknowledge the receipt of all Addenda may be considered non-responsive.

11.05 Provide the name, address, and telephone number of the individual to be contacted for any communications regarding the Bid in the Bid Form.

11.06 Provide evidence of the Offeror's authority and qualification to do business in Oklahoma or agree to obtain such qualification prior to award of the Contract. Failure to obtain this qualification will render the Bid non-responsive and Offeror will forfeit its Bid Security.

ARTICLE 12 – CONFIDENTIALITY OF BID INFORMATION

12.01 All Bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the Owner for a period of 5 years from the date of opening of Bids or for a period of 3 years from the date of completion of the Contract, whichever is longer, and shall be open to public inspection and shall be matters of public record.

12.02 Clearly indicate which specific documents are considered to be trade secrets or confidential information by stamping or watermarking all such documents with the word "confidential" prominently on each page or sheet or on the cover of bound documents. Place "confidential" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document. Submit all confidential information in a different binder so this confidential material is separate for the rest of the Bid.

12.03 The Owner will protect this information to the extent allowed by state Laws and Regulations. However, if the Owner is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Owner will provide Offeror with prompt notice of this request so that it may seek an appropriate protective order or other appropriate remedy.

12.04 Notwithstanding any other provision of the Contract Documents, it is stipulated and agreed that by accepting a Bid, the Owner has not and does not waive its sovereign immunity from suit and/or liability.

ARTICLE 13 – DELIVERY OF BIDS

13.01 Complete and deliver the Bid Form along with all required documents identified in the Bid Form.

13.02 Submit the Bid no later than the date and time prescribed and at the place indicated in Section 00 11 16 "Invitation to Bid." Enclose the Bid in an opaque sealed envelope plainly marked with the Project name and the name and address of the Offeror, along with the Bid Security and other required documents. Enclose the sealed envelope containing the Bid in a separate envelope plainly marked on the outside with the notation **"BID ENCLOSED"** if the Bid is sent by mail or other delivery system. Address the outer envelope to the mailing address shown in Section 00 11 16 "Invitation to Bid." Offeror assumes full responsibility for ensuring that the Bid arrives at the prescribed location before the prescribed time.

ARTICLE 14 – MODIFICATION OR WITHDRAWAL OF BIDS

14.01 Modify or withdraw a Bid using a document executed in the same manner that a Bid must be executed. Deliver the document to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.02 An Offeror may withdraw its Bid within 24 hours after Bids are opened if the Offeror files a signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid. The Bid Security will be returned if it is clearly demonstrated to the Owner that there was a material and substantial mistake in its Bid. An Offeror that requests to withdraw its Bid under these conditions may be disqualified from responding to a reissued Invitation to Bid for the Work to be furnished under these Contract Documents.

ARTICLE 15 – OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in Section 00 11 16 "Invitation to Bid." The Owner will publicly acknowledge receipt of Bids received in time to be considered and then open and read aloud the names of the Offerors and the amount bid as required by applicable Laws and Regulations.

ARTICLE 16 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the number of days specified in Section 00 11 16 "Invitation to Bid." The Owner may, at its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 17 – EVALUATION OF BIDS

17.01 The Owner will consider the proposed Contract Price and Contract Times and the qualifications of the Offerors to determine the lowest responsible Offeror.

17.02 Owner may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of consultants, individuals, or entities proposed to furnish parts of the Work in accordance with the Contract Documents.

17.03 Each Offeror agrees to waive any claim it has or may have against the members of Freese and Nichols, Inc. and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

ARTICLE 18 – AWARD OF CONTRACT

18.01 Owner reserves the right to reject any and all Bids, including without limitation, non-conforming, non-responsive, or conditional Bids. The Owner may also reject the Bid of any Offeror if the Owner believes that it would not be in the best interest of the Owner to make an award to that Offeror. The Owner reserves the right to waive all formalities.

18.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered, except as additional Bids in accordance with Article 7. Reasonable grounds for believing that any Offeror has an interest in more than one Bid for the Work will be cause for disqualification of that Offeror and the rejection of all Bids in which that Offeror has an interest.

18.03 The Contract will be awarded to the lowest responsible Offeror if a contract is to be awarded.

18.04 Owner may consider the following in evaluating the Bids and awarding the Contract:

A. Offeror's qualifications and ability to demonstrate current capability to complete the Project in conformance with the requirements of the Contract Documents.

B. Compliance of the Bids with requirements of the Contract Documents.

C. Alternates and unit prices (if requested in the bid forms).

D. The amount bid.

E. Proposed date of completion and the ability to meet intermediate Milestones that may have been established for the Project.

ARTICLE 19 – BONDS AND INSURANCE

19.01 The General Conditions set forth the Owner’s requirements as to bonds and insurance. When the Successful Offeror delivers the executed Agreement to the Owner, it must be accompanied by the performance and payment bonds and required evidence of insurance.

19.02 Provide a statutory defect bond, performance bond, and payment bond for this Project that fully comply with the provisions of Title 61 of the Oklahoma Statutes. Administration of these bonds will conform to Title 61 of the Oklahoma Statutes and the provisions of the Contract Documents.

ARTICLE 20 – SIGNING OF THE AGREEMENT

20.01 The Notice of Award to the Successful Offeror will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement. The Successful Offeror must sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner within 15 days. The Owner will deliver two fully signed counterparts to the Successful Offeror within 10 days after receiving the signed documents from the Successful Offeror.

ARTICLE 21 – SALES AND USE TAXES

21.01 Offerors will be required to comply with applicable state Laws and Regulations related to the payment of sales and use taxes for this Project. Offerors must include all applicable sales and use taxes and other related costs in their Bids.

END OF SECTION

00 21 13.1 PRE-QUALIFICATION FORM

OFFEROR'S PRE-QUALIFICATION FORM

FOR THE

City of Shawnee, Oklahoma
Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing Project

Offerors shall complete this form and submit it to Point of Contact (taylor.green@freese.com). Offerors shall provide evidence to demonstrate Similar Project experience by providing four (4) Similar Projects that have been completed in the past seven (7) years by Offeror.

Similar Projects include earth dam repairs, rehabilitation or new construction of earthen dams, clearing and grubbing, and cofferdams and control of water.

Section 1: Offeror Information

OFFEROR'S NAME:_____

CONTACT: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER:_____

NUMBER OF YEARS EXPERIENCE AS A GENERAL CONTRACTOR:_____

Section 2 : Similar Projects

Similar Project Number 1	
Requirement	Offeror Response
Name of Project	
Name of Project Owner	
Name of Owner contact, address, telephone number and email address	
Offeror or Subcontractor Project. If Subcontractor, provide name of the Subcontractor	
Brief description of project scope to demonstrate Similar Project requirement	

Original Contract Value	
Project Completion Date	
Were there any contract disputes? (Yes or No) If yes please indicate how many.	
Were there time extension change orders? (Yes or No) If yes, what were the total number and cumulative number of calendar days.	
Were there contract cost increase change orders? (Yes or No) If yes, what were the total number of change orders and cumulative dollar amount.	

Similar Project Number 2	
Requirement	Offeror Response
Name of Project	
Name of Project Owner	
Name of Owner contact, address, telephone number and email address	
Offeror or Subcontractor Project. If Subcontractor, provide name of the Subcontractor	
Brief description of project scope to demonstrate Similar Project requirement	
Original Contract Value	
Project Completion Date	
Were there any contract disputes? (Yes or No) If yes please indicate how many.	
Were there time extension change orders? (Yes or No) If yes, what were the total number and cumulative number of calendar days.	
Were there contract cost increase change orders? (Yes or No) If yes, what were the total number of change orders and cumulative dollar amount.	

Similar Project Number 3	
Requirement	Offeror Response
Name of Project	
Name of Project Owner	
Name of Owner contact, address, telephone number and email address	
Offeror or Subcontractor Project. If Subcontractor, provide name of the Subcontractor	
Brief description of project scope to	

demonstrate Similar Project requirement	
Original Contract Value	
Project Completion Date	
Were there any contract disputes? (Yes or No) If yes please indicate how many.	
Were there time extension change orders? (Yes or No) If yes, what were the total number and cumulative number of calendar days.	
Were there contract cost increase change orders? (Yes or No) If yes, what were the total number of change orders and cumulative dollar amount.	

Similar Project Number 4	
Requirement	Offeror Response
Name of Project	
Name of Project Owner	
Name of Owner contact, address, telephone number and email address	
Offeror or Subcontractor Project. If Subcontractor, provide name of the Subcontractor	
Brief description of project scope to demonstrate Similar Project requirement	
Original Contract Value	
Project Completion Date	
Were there any contract disputes? (Yes or No) If yes please indicate how many.	
Were there time extension change orders? (Yes or No) If yes, what were the total number and cumulative number of calendar days.	
Were there contract cost increase change orders? (Yes or No) If yes, what were the total number of change orders and cumulative dollar amount.	

00 41 13 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 The Offeror submits this Bid to:

CITY OF SHAWNEE
City Clerk's Office
16 West 9th Street
Attn: Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing

ARTICLE 2 – OFFEROR'S ACKNOWLEDGMENTS

2.01 Offeror proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Contract Documents, to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Offeror agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all other terms and conditions of the Contract Documents.

2.02 Offeror accepts all of the terms and conditions of Section 00 11 16 "Invitation to Bid" and Section 00 21 13 "Instructions to Offerors" including those dealing with required bonds.

2.03 Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

2.04 Offeror acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

ARTICLE 3 – OFFEROR'S REPRESENTATIONS

3.01 The Offeror has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

3.02 The Offeror has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.03 The Offeror is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

3.04 The Offeror has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:

A. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;

B. Technical Data related to each of these reports and drawings.

3.05 The Offeror has considered the:

A. Information known to Offeror;

B. Information commonly known to contractors doing business in the locality of the Site;

C. Information and observations obtained from visits to the Site; and

D. The Contract Documents.

3.06 The Offeror has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:

A. The cost, progress, and performance of the Work;

B. The means, methods, techniques, sequences, and procedures of construction to be employed by Offeror; and

C. Offeror's safety precautions and programs.

3.07 The Offeror agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.

3.08 The Offeror is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

3.09 The Offeror has correlated the information known to the Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

3.10 The Offeror has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Offeror.

3.11 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

3.12 Offeror's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 4 – BASIS OF OFFER

4.01 Offeror will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":

A. Extended amounts have been computed in accordance with Article 13 of the General Conditions.

B. Offeror acknowledges that the estimated quantities on unit price items are not guaranteed, and final payment for all Unit Price items will be based on actual quantities provided, measured as provided in the Contract Documents.

ARTICLE 5 – UNIT PRICES WILL BE USED TO COMPUTE THE ACTUAL BID PRICE.TIME OF COMPLETION

5.01 Offeror will complete the Work required to be substantially completed within **90** calendar days after the date when the Contract Times commence to run as provided in the General Conditions. Offeror will complete the Work required for final payment in accordance with Article 15 of the General Conditions within **60** days after the date when the Contract Times commence to run.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

A. Section 00 41 16 "Bid Form Exhibit A."

B. Section 00 43 13 "Bid Bond."

C. Section 00 45 02 "Non-Collusion Certification."

D. Section 00 45 03 "Business Relationship Statement."

ARTICLE 7 – VENUE

7.01 Offeror agrees that venue will lie exclusively in Pottawatomie County, Oklahoma for any legal action.

ARTICLE 8 – BID DELIVERY

8.01 This Bid is offered by:

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed

Address for giving notices:

_____

_____

_____

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

Project:		SHAWNEE CITY LAKE NO. 1 DAM REHABILITATION; CLEARING AND GRUBBING		**Project No.:**
Owner:		CITY OF SHAWNEE, OKLAHOMA		
Design Professional:		FREESE AND NICHOLS, INC.		SWN24427
Offeror:				

Base Bid

Item No.	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"						
1		MOBILIZATION/DEMOBILIZATION	LS	1		
2		CARE OF WATER DURING CONSTRUCTION	LS	1		
3		EROSION & SEDIMENT CONTROL	LS	1		
4		CLEARING AND GRUBBING	AC	3.7		
5		SEEDING	AC	3.7		
6		ACCESS ROAD	CY	2,440		
K		**Total Base Bid with Allowance and Alternates for Consideration (Sum of E and J)**				$ -

BID SUBMITTED BY:	
Offeror:	
Signature:	
Printed Name:	
Title:	
Date:	

00 43 13 BID BOND

Offeror as Principal Name: Mailing address (principal place of business):	**Surety** Name: Mailing address (principal place of business):
Owner Name: City of Shawnee, Oklahoma Mailing address (principal place of business): 16 West 9th Street Shawnee, OK 74801	Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Contract Project name and number: Bid/Proposal Due Date:	***By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in [specify state].***
Bond Contract Price Offered: Penal Sum of Bond: 5% of Contract Price offered Date of Bond:	**Local Agent for Surety** Name: Company: Mailing address (principal place of business): Telephone (Main):

Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Offeror and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts Offeror's Bid or Proposal and Offeror delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 calendar days after receipt by Offeror and Surety of written notice of default from Owner. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.	
Offeror as Principal Signature: _____ Name: _____ Title: _____ Email: _____	**Surety** Signature: _____ Name: _____ Title: _____ Email: _____ *(Attach Power of Attorney)*

END OF SECTION

00 45 01 NONRESIDENT BIDDERS

Okla. Stat. §61-14 applies to the award of government contracts to nonresident bidders. This section provides that:

> "To the extent permitted by federal laws and regulations, whenever the State of Oklahoma, or any department, agency or institution thereof or any city, town or county shall let for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Oklahoma shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Oklahoma as would be required for such an Oklahoma domiciled contractor to succeed over the bidding contractor domiciled outside Oklahoma on a like contract being let in his domiciliary state."

Check the statement that is correct for Offeror:

☐ Offeror (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Oklahoma.

☐ Offeror qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Bidder preferences, if any, will be determined in accordance with applicable Laws and Regulations.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed

Business Address:

_____

_____

_____

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

00 45 02 NON-COLLUSION CERTIFICATION

STATE OF Oklahoma §

COUNTY OF Pottawatomie §

Owner: **City of Shawnee**
16 W 9th St
Shawnee, OK 74801

Contract: **Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing**

_____ , being first duly sworn, on oath declares that he/she is authorized to represent the Offeror in all matters related to this Bid and further declares the following statements to be true:

For purposes of competitive bids, I certify:

1. I am the duly authorized agent of the Offeror submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Offeror nor anyone subject to the Offeror's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of Oklahoma Statutes Title 74.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Offeror: _____
(typed or printed name of organization)

Signature: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed

Business Address:

_____

_____

_____

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

Subscribed and sworn to before me on this _____ day of _____ 20 ____ .

Notary Public: _____ My commission expires: _____

Notary Seal:

END OF SECTION

00 45 03 BUSINESS RELATIONSHIP STATEMENT

STATE OF Oklahoma §

COUNTY OF Pottawatomie §

Owner: **City of Shawnee, Oklahoma**
16 W 9th Street
Shawnee, Oklahoma 74801

Contract: **Shawnee City Lake No. 1 Dam Rehabilitation; Clearing and Grubbing**

_____ , being first duly sworn, on oath declares that he/she is authorized to represent the Offeror in all matters related to this Bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within 1 year prior to the date of this statement with the architect, engineer, or other party to the Project is as follows:

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

If none of the business relationships hereinabove mentioned exists, affiant should so state in the spaces provided above.

Offeror: _____

(typed or printed name of organization)

Signature: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed

Business Address:

_____

_____

_____

Phone: _____ Email: _____

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

Subscribed and sworn to before me on this _____ day of _____ 20 ____ .

Notary Public: _____ My commission expires: _____

Notary Seal:

END OF SECTION

00 52 13 AGREEMENT

This Agreement is between **CITY OF SHAWNEE, OKLAHOMA** (Owner) and _____ (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

SHAWNEE CITY LAKE NO. 1 DAM REHABILITATION; CLEARING AND GRUBBING

ARTICLE 2 – DESIGN PROFESSIONAL

2.01 The Design Professional for this Project is:

Taylor F. Green, P.E.
5100 E. Skelly Drive Suite 602
Tulsa, OK 74135
Taylor.Green@freese.com
918-236-6636

ARTICLE 3 – CONSTRUCTION MANAGER

3.01 The Construction Manager for this Project is:

Taylor F. Green, P.E.
5100 E. Skelly Drive Suite 602
Tulsa, OK 74135
Taylor.Green**@freese.com**
918-236-6636

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

A. The Work is required to be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within **30** days after the date of Substantial Completion.

4.02 Liquidated Damages

A. Owner and Contractor recognize that the Contract Times specified for Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement **and in Section 01 35 00 "Special Procedures"** and may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or

arbitration preceding the actual loss suffered by Owner if the Work is not completed within the Contract Times. Accordingly, instead of requiring proof of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Contractor agrees to pay Owner **$1,200** for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.
2. Contractor agrees to pay Owner **$1,200** for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.

B. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

C. Engineer will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which Owner may sustain by the failure of the Contractor to perform in accordance with the terms of its Contract.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in Section 00 52 13 "Agreement." The Contract Price has been computed in accordance with the General Conditions. Contractor acknowledges that for unit price items, estimated quantities are not guaranteed and are solely for the purpose of comparing Bids, and that final payment will be based on actual quantities determined in accordance with the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Construction Manager per Section 01 29 00 "Application for Payment Procedures."

6.02 Progress payments by the Owner will be approved at Commission meetings which occur on the 3rd Monday of each month. In order to be on the agenda for approval, it must be approved by the Engineer and received by the Owner at least one week prior to Council meeting. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.

6.03 Payment will be made for the total earned value of Work completed in the previous month after deducting:

A. Retainage calculated per this Agreement;

B. Set-offs determined in accordance with the General Conditions; and

C. The total amount of payments previously made.

6.04 Retainage

A. Progress payments will be made in an amount equal to 95 percent of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage in accordance with Title 61 of the Oklahoma Statutes.

B. No later than 21 calendar days after a Certificate of Substantial Completion is issued for the Project or separate usable phase of the Project and upon adequate performance of the Contractor and with approval of the surety, retainage will be released by the Owner to the Contractor less an amount no greater than 150 percent of the estimated costs to correct any incomplete or Defective Work as identified, itemized, and attached to the Certificate of Substantial Completion. All remaining funds will be released as each deficiency is satisfactorily completed.

C. Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Construction Manager.

6.05 Owner will pay the remainder of the Contract Price as recommended by Construction Manager in accordance with the General Conditions upon Final Completion and acceptance of the Work.

ARTICLE 7 – PAYMENT OF INTEREST

7.01 All moneys not paid when due as provided in the General Conditions will earn interest at the rate specified in Title 61 of the Oklahoma Statutes. Interest accrual will cease upon payment by the Owner.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 The Contractor makes the following representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

D. The Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:

1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;

3. Underground Facilities referenced in reports and Drawings.

4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and

5. Technical Data related to each of these reports and drawings.

E. The Contractor has considered the:

1. Information known to Contractor;
2. Information commonly known to contractors doing business in the locality of the Site;
3. Information and observations obtained from visits to the Site; and
4. The Contract Documents.

F. The Contractor has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:

1. The cost, progress, and performance of the Work;
2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
3. Contractor's safety precautions and programs.

G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. The Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

I. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. The Contractor has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

L. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

9.01 Accounting Record Availability: The Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books,

correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 10 – VENUE

10.01 Contractor agrees that venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

ARTICLE 11 – CONTRACT DOCUMENTS

11.01 Contract Documents

A. Specifications Sections listed in Section 00 01 10 "Table of Contents" except as specifically excluded in Paragraph 11.02.

B. Drawings listed in the Sheet Index on the Drawings**.**

C. Addenda

D. Appendices listed in Section 00 01 10 "Table of Contents" except as specifically excluded in Paragraph 11.02.

E. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:

1. Notice to Proceed.
2. Contract Amendment(s).
3. Change Order(s).
4. Field Order(s).
5. Work Change Directive(s).

F. There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in `the General Conditions.

11.02 Bidding Requirements and Informational Documents:

A. The following Bidding Requirements are not Contract Documents:

1. Section 00 11 16 "Invitation to Bid"
2. Section 00 21 13 "Instructions to Offerors"
3. Section 00 41 13 "Bid Form"
4. Section 00 43 13 "Bid Bond"
5. Section 00 45 02 "Non-Collusion Certification"
6. Section 00 45 03 "Business Relationship Statement"

B. The following documents are provided for information only and are not part of the Contract Documents:

The Effective Date of the Contract is _____

Owner: _____ *(typed or printed)*	Contractor: _____ *(typed or printed)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed* *(Attach evidence of authority to sign)*
Address for giving notice:	Address for giving notice:
_____	_____
_____	_____
_____	_____
Designated representative:	Designated representative:
Name: _____	Name: _____
Title: _____	Title: _____
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

END OF SECTION

00 61 11 STATUTORY DEFECT BOND

Contractor as Principal Name: Mailing address (principal place of business):	**Surety** Name: Mailing address (principal place of business):
Owner Name: City of Shawnee, Oklahoma Mailing address (principal place of business): 16 West 9th Street Shawnee, OK 74801	Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Contract Contract No.: Project name and number: Contract Price: Effective Date of Contract:	***By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in Oklahoma.***
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	**Local Agent for Surety** Name: Mailing address (principal place of business): Telephone (Main):

Surety and Contractor, intending to be legally bound and obligated to Owner, do each cause this statutory defect bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal shall pay or cause to be paid to the Owner all damages, losses, and expenses which may result by reason of defective materials and/or workmanship in connection with the Work required by this Contract occurring within a period of 1 year from and after the acceptance of the Project by the Owner, then this obligation shall be null and void, otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said Chapter to the same extent as if it were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal	**Surety**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
	(Attach Power of Attorney and place surety seal below)

END OF SECTION

00 61 13 PERFORMANCE BOND

Contractor as Principal Name: Mailing address (principal place of business):	**Surety** Name: Mailing address (principal place of business):
Owner Name: City of Shawnee, Oklahoma Mailing address (principal place of business): 16 West 9th Street Shawnee, OK 74801	Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Contract Contract No.: Project name and number: Contract Price: Effective Date of Contract:	***By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma.***
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	**Local Agent for Surety** Name: Mailing address (principal place of business): Telephone (Main):

Surety and Contractor, intending to be legally bound and obligated to Owner, do each cause this performance bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal	**Surety**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
	(Attach Power of Attorney and place surety seal below)

END OF SECTION

00 61 16 PAYMENT BOND

Contractor as Principal Name: Mailing address (principal place of business):	**Surety** Name: Mailing address (principal place of business):
Owner Name: City of Shawnee, Oklahoma Mailing address (principal place of business): 16 West 9th Street Shawnee, OK 74801	Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Contract Contract No.: Project name and number: Contract Price: Effective Date of Contract:	***By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in the Oklahoma.***
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	**Local Agent for Surety** Name: Mailing address (principal place of business): Telephone (Main):

Surety and Contractor intending to be legally bound and obligated to Owner do each cause this payment bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to Contractor or to a Subcontractor in the prosecution of the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Title 61 of the Oklahoma Statutes as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said statutes to the same extent as if it were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal	**Surety**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
	(Attach Power of Attorney and place surety seal below)

END OF SECTION

00 61 19 MAINTENANCE BOND

Contractor as Principal Name: Mailing address (principal place of business):	**Surety** Name: Mailing address (principal place of business):
Owner Name: City of Shawnee, Oklahoma Mailing address (principal place of business): 16 West 9th Street Shawnee, OK 74801	Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Contract Project name and number: Contract Price: Effective Date of Contract:	***By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in [specify state].***
Bond Bond Amount: 100 percent of Contract Price Bond Duration: 1 Year Bond Date: *(Date of Bond cannot be earlier than Effective Date of Contract)*	**Local Agent for Surety** Name: Mailing address (principal place of business): Telephone (Main):

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this maintenance bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Contractor and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor faithfully performs maintenance work required by the Contract Documents then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond will be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue lies exclusively in Pottawatomie County, Oklahoma for any legal action.

Contractor as Principal		**Surety**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Email:	_____	Email:	_____ *(Attach Power of Attorney)*

END OF SECTION

00 61 20 MAINTENANCE BOND REQUIREMENTS

ARTICLE 1 – MAINTENANCE BOND REQUIREMENTS

1.01 Provide a maintenance bond that complies with the requirements of this Section. A maintenance bond is defined as a performance bond that extends the correction period for a specified period of time beyond the one-year correction period described in the General Conditions.

1.02 Provide a maintenance bond that begins at the end of the one-year correction period and continues for the period stated in Section 00 61 19 “Maintenance Bond.”

1.03 Provide a maintenance bond in the amount stated in Section 00 61 19 “Maintenance Bond.”

1.04 Provide a maintenance bond that meets the same requirements for bonds as the Contractor’s performance bond as described in the Contract Documents.

1.05 Surety for the maintenance bond must meet the same requirements for the performance and payment bonds as set forth in the General Conditions.

1.06 Indemnification provisions of the General Conditions apply to the maintenance bond period.

ARTICLE 2 – DOCUMENTATION

2.01 Provide a maintenance bond using the form provided in Section 00 61 19 “Maintenance Bond.”

2.02 Comply with the requirements of Section 01 70 00 “Execution and Closeout Requirements.”

ARTICLE 3 – CORRECTIVE ACTION DURING THE MAINTENANCE BOND PERIOD

3.01 Correct Defective Work during the one-year correction period in accordance with the General Conditions.

3.02 Correct Defective Work during the maintenance bond period just as required for the one-year correction period specified in the General Conditions. Provide labor and materials required to correct Defective Work or correct Work that does not function as required by the Contract Documents.

3.03 Correction of Defective Work during the maintenance bond period does not extend the correction period as is required under the provisions of the one-year correction period described in the General Conditions.

3.04 Promptly correct damages to the Site or adjacent areas that Contractor has arranged to use through construction easements or other agreements. Promptly correct damages to the Work or the work of others. Make the corrections without cost to Owner.

3.05 Owner may correct Defective Work without notice to the Contractor in an emergency where delay would cause serious risk of loss or damage.

3.06 Include the cost for correcting Defective Work during the maintenance bond period in the Contract Price. Include all costs associated with providing the maintenance bond in the Contract Price.

3.07 Reimburse the Owner for engineering and special services required to be furnished by the Owner which are directly attributable to the corrective Work.

3.08 Remedy for Failure to Correct Defective Work:

A. Owner may correct Defective Work if the Contractor fails or refuses to perform corrective Work within 10 days after Owner notifies the Contractor of Defective Work.

B. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this paragraph are to be paid by the Contractor or its surety. These claims, costs, losses, and damages include costs of repair and the cost of replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's Defective Work. Owner is not required to obtain the lowest price for the Work performed when exercising its rights or remedies under this paragraph.

ARTICLE 4 – INSURANCE REQUIREMENTS

4.01 Provide insurance as required by the Contract Documents during the maintenance bond period. Provide evidence of insurance prior to beginning corrective Work if evidence of insurance is not current.

END OF SECTION

00 72 00 GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. A term with initial capital letters, including the term's singular and plural forms, has the meaning indicated in this Paragraph wherever used in the Bidding Requirements or Proposal Requirements or Contract Documents. In addition to the terms specifically defined, terms with initial capital letters in the Contract Documents may include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Documents issued prior to the receipt of Bids or Proposals which clarify or modify the Bidding Requirements/Proposal Requirements or the proposed Contract Documents.

2. *Agreement*—The document signed by Owner and Contractor that establishes the Contract Price and Contract Times, and designates the specific documents that are Contract Documents.

3. *Application for Payment*—The documents used by Contractor to request payments from Owner and the supporting documentation required by the Contract Documents.

4. *Bid; Proposal*—An offer submitted to Owner for the Project setting forth the Contract Price and Contract Times for the Work to be performed.

5. *Bidding Documents; Proposal Documents*—The Bidding Requirements or Proposal Requirements, the proposed Contract Documents, and Addenda.

6. *Bidding Requirements; Proposal Requirements*—The Invitation to Bid or Request for Proposals, Instructions to Offerors, Bid Security or Proposal Security, Bid Form or Proposal Form and attachments, and required certifications and affidavits.

7. *Bid Security; Proposal Security*—The financial security provided by Offeror at the time the Bid or Proposal is submitted and held by Owner until the Agreement is executed and the evidence of insurance and bonds required by the Contract Documents are provided.

8. *Change Order*—A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which modifies the Work, Contract Price, Contract Times, or terms and conditions of the Contract.

9. *Change Proposal*—A document submitted by Contractor in accordance with the requirements of the Contract Documents:

    a. Requesting an adjustment in Contract Price or Contract Times;

    b. Contesting an initial decision concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;

    c. Challenging a Set-off against payment due; or

    d. Seeking other relief with respect to the terms and conditions of the Contract.

10. *Claim*—A demand or assertion by Owner or Contractor submitted in accordance with the requirements of the Contract Documents. A demand for money or services by an entity other than Owner or Contractor is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

12. *Construction Manager*—The individual or entity named as Construction Manager in the Agreement and the consultants, subconsultants, individuals, or entities directly or indirectly employed or retained by them to provide construction management as advisor services to Owner.

13. *Construction Manager at Risk (CMAR)*—The individual or entity selected by Owner to construct the Project using the Construction Manager at Risk project delivery method. The term Contractor means Construction Manager at Risk in the Contract Documents when the Construction Manager at Risk project delivery method is used.

14. *Contract*—The entire integrated set of documents concerning the Work and describing the relationship between the Owner and Contractor.

15. *Contract Amendment*—A document issued on or after the Effective Date of the Contract and signed by Owner and Contractor which:

    a. Authorizes new phases of the Work and establishes the Contract Price, Contract Times, or terms and conditions of the Contract for the new phase of Work; or

    b. Modifies the terms and conditions of the Contract, but does not make changes in the Work.

16. *Contract Documents*—Those items designated as Contract Documents in the Agreement.

17. *Contract Price*—The monetary amount stated in the Agreement and as adjusted by Modifications, and increases or decreases in unit price quantities, if any, that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

18. *Contract Times*—The number of days or the dates by which Contractor must achieve specified Milestones, achieve Substantial Completion, and complete the Work.

19. *Contractor*—The individual or entity with which Owner has contracted to perform the Work.

20. *Contractor's Team*—Contractor, Subcontractors, Suppliers, and individuals or entities directly or indirectly employed or retained by Contractor, Subcontractors, or Suppliers to perform part of the Work, or anyone for whose acts they may be liable.

21. *Cost of the Work*—The sum of costs incurred for the performance of the Work as allowed by Article 13.

22. *Day*—A day of 24 hours measured from midnight to the next midnight.

23. *Defective*—When applied to Work, refers to Work that is unsatisfactory, faulty, or deficient in that it:

    a. Does not conform to the Contract Documents;

b. Does not meet the requirements of applicable inspections, reference standards, tests, or approvals referred to in the Contract Documents; or

c. Has been damaged prior to Construction Manager's recommendation of final payment unless responsibility for the protection of the Work has been assumed by Owner at Substantial Completion in accordance with Article 15.

24. *Design Professional*—The individuals or entity named as the Architect or Engineer in the Agreement and the subconsultants, individuals, or entities directly or indirectly employed or retained by Design Professional to provide design or other technical services to Owner. Design Professional has responsibility for design and technical issues related to the Contract Documents.

25. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work. Shop Drawings and other documents generated by Contractor's Team are not Drawings.

26. *Effective Date of the Contract*—The date indicated in the Agreement on which the Contract becomes effective.

27. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including Shop Drawings and other Submittals, that are in an electronic or digital format.

28. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

29. *Field Order*—A document issued by Construction Manager or Design Professional requiring changes in the Work that do not change the Contract Price or the Contract Times.

30. *Final Completion*—The point where the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by Owner and the Project is ready for Final Payment.

31. *Guaranteed Maximum Price (GMP)*—The maximum amount to be paid by Owner for the sum of the Cost of the Work plus Contractor's fee as set forth in the Agreement, subject to increases or decreases for changes in the Work, when the Construction Manager at Risk project delivery method is used.

32. *Hazardous Environmental Condition*—The presence of Constituents of Concern at the Site in quantities or circumstances that may present a danger to persons or property exposed to Constituents of Concern. The presence of Constituents of Concern at the Site necessary for the execution of the Work or to be incorporated into the Work is not a Hazardous Environmental Condition provided these Constituents of Concern are

controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract.

a. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

b. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

33. *Indemnified Costs*—All costs, losses, judgments, and damages resulting from claims or demands against Owner's Indemnitees. These costs include fees for design professionals, attorneys, and other professionals and any legal, court, arbitration, or other dispute resolution costs.

34. *Laws and Regulations; Laws or Regulations*—Applicable laws, statutes, rules, regulations, ordinances, codes, permits, and binding decrees, resolutions, and orders of governmental bodies, agencies, authorities, and courts having jurisdiction over the Project.

35. *Liens*—Charges, security interests, or encumbrances upon Contract related funds, real property, or private property.

36. *Manufacturer*—The individual or entity that designs, casts, fabricates, manufactures, assembles, tests, and provides materials or equipment to be incorporated in the Work.

37. *Milestone*—A principal event in the performance of the Work that Contractor is required by Contract to complete by a specified date or within a specified time.

38. *Modification*—Change made to the Contract Documents by Contract Amendment, Change Order, Field Order, or Work Change Directive.

39. *Notice of Award*—The notice of Owner's acceptance of the Successful Offeror's Bid or Proposal.

40. *Notice to Proceed*—A notice to Contractor of the Contract Times and the date Work is to begin.

41. *Offeror*—An individual or entity that submits a Bid or Proposal to Owner.

42. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

43. *Owner's Budget*—The amounted budgeted by Owner for the construction of the Project.

44. *Owner's Indemnitees*—Each member of OPT and their officers, directors, members, partners, employees, agents, consultants, and subcontractors.

45. *Owner's Project Team (OPT)*—The Owner, Design Professional, Construction Manager, and the other entities identified in the Supplementary Conditions and the consultants, subconsultants, individuals or entities directly or indirectly employed or retained by them to provide services to Owner.

46. *Progress Schedule*—A schedule prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

47. *Project*—The total undertaking to be accomplished for Owner under the Contract Documents.

48. *Project Construction Manager (PCM)*—The authorized representative of OPT assigned to assist Construction Manager at the Site. The term Project Construction Manager includes assistants and field staff of Construction Manager.

49. *Project Management Information System (PMIS)*—The online project management system that will be used by OPT and Contractor to submit and share documentation and other related communications and information for this Project.

50. *Samples*—Physical examples of materials, equipment, or workmanship representing some portion of the Work that are used to establish the standards for that portion of the Work.

51. *Schedule of Anticipated Payments*—A detailed tabulation, prepared and maintained by Contractor, showing the anticipated amount of each Application for Payment and the month in which they will be submitted.

52. *Schedule of Submittals*—A detailed tabulation, prepared and maintained by Contractor, of each required submittal and the time requirements for review and approval of each submittal.

53. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Contractor's Applications for Payment.

54. *Set-off*–A reduction in payment due to Contractor under Article 15.

55. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by Contractor's Team and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

56. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed. The Site includes rights-of-way, easements, and other lands or areas furnished by Owner which are designated for use by Contractor.

57. *Specifications*—The part of the Contract that describes the requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

58. *Subcontractor*—An individual or entity having a direct contract with Contractor or with other Subcontractors or Suppliers for the performance of a part of the Work.

59. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Construction Manager, or that is indicated as a Submittal in the Schedule of Submittals accepted by Construction Manager. Submittals, whether approved or accepted by OPT, are not Contract Documents.

60. *Substantial Completion*—The point where the Work or a specified part of the Work is sufficiently complete to be used for its intended purpose in accordance with the Contract Documents.

61. *Successful Offeror*—The Offeror to which Owner awards the Contract.

62. *Supplementary Conditions*—The part of the Contract that amends or supplements the General Conditions.

63. *Supplier*—A Manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with Subcontractors or other Suppliers to furnish materials or equipment to be incorporated in the Work.

64. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions with respect to either:

    a. Existing subsurface conditions at or adjacent to the Site;

    b. Existing physical conditions at or adjacent to the Site including existing surface or subsurface structures at the Site, except Underground Facilities; or

    c. Hazardous Environmental Conditions at the Site.

65. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site , including those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

66. *Unit Price Work*—Work to be paid for based on unit prices.

67. *Work*—The construction of the Project or its component parts as required by the Contract Documents. Work includes and is the result of performing and providing all labor, services, and documentation to construct the Project; providing all materials and equipment to be incorporated into the Project, and providing related services for testing, startup and commissioning, all as required by the Contract Documents.

68. *Work Change Directive*—A directive issued to Contractor on or after the Effective Date of the Contract ordering an addition, deletion, or revision in the Work. The Work Change Directive serves as a memorandum of understanding regarding the directive until a Change Order can be issued.

1.02 Terminology

A. The words and terms discussed in this Paragraph 1.02 are not defined terms that require initial capital letters, but when used in the Bidding Requirements or Proposal Requirements or Contract Documents, have the indicated meaning.

B. Contract Documents are written using imperative language:

    1. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words “furnish,” “install,” “perform,” “provide,”

or similar words include the meaning of the phrase “Contractor shall...” before these words.

2. Unless specifically stated that action is to be taken by OPT or others, it is understood that the action described is a requirement of Contractor.

C. The use of the words “furnish,” “install,” “perform,” and “provide” have the following meanings when used relating to services, materials, or equipment:

1. Furnish means to supply and deliver the specified services, materials, or equipment to the Site or other specified location ready for use or installation.

2. Install means to complete construction or assembly of the specified services, materials, or equipment so they are ready for their intended use.

3. Perform or provide means to furnish and install specified services, materials, or equipment, complete and ready for their intended use.

4. Perform or provide the specified services, materials, or equipment complete and ready for intended use if the Contract Documents require specific services, materials, or equipment, but do not expressly use the words “furnish,” “install,” “perform,” or “provide.”

D. The meaning and intent of certain terms or adjectives are described as follows:

1. The terms “as allowed,” “as approved,” “as ordered,” “as directed,” or similar terms in the Contract Documents indicate an exercise of professional judgment by OPT.

2. Adjectives like “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or similar adjectives are used to describe a determination of OPT regarding the Work.

3. Any exercise of professional judgment by OPT will be made solely to evaluate the Work for general compliance with the Contract Documents unless there is a specific statement in the Contract Documents indicating otherwise.

4. The use of these or similar terms or adjectives does not assign a duty or give OPT authority to supervise or direct the performance of the Work, or assign a duty or give authority to OPT to undertake responsibilities contrary to the provisions of Article 9, Article 10 or other provisions of the Contract Documents.

E. Requirements apply to all Work of the same kind, class, and type even though the word “all” or “any” is not stated.

F. The terms "includes" and “including" are used as terms of enlargement and not of limitation or exclusive enumeration, and use of these terms does not create a presumption that components not expressed are excluded. The terms “consist of” or “consisting of” limits the interpretation to only those items specifically listed.

G. It is understood that the cost of providing Work is included in the Contract Price and no additional compensation is to be paid by Owner unless specifically stated otherwise in the Contract Documents. Expressions like “at no additional cost to Owner,” “at Contractor’s expense,” or similar words mean that Contractor is to include the cost of this Work in their Contract Price and perform or provide specified Work without an increase in the Contract Price.

H. Words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with this recognized meaning unless stated otherwise in the Contract Documents.

I. Written documents are required where reference is made to notices, reports, approvals, consents, statements, instructions, opinions, or other types of documentation or communications required by the Contract Documents. Approval and consent documents must be received by Contractor prior to the action or decision for which approval or consent is given. These may be made in printed or electronic format through OPT's Project Management Information System or other electronic media as required by the Contract Documents or approved by Construction Manager.

J. Giving notice as required by the Contract Documents may be by printed or electronic media using a method that requires acknowledgment of the receipt of that notice.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. Provide required bonds and evidence of insurance required by the Contract Documents to Construction Manager with the executed Agreement.

B. Evidence of insurance must include copies of the insurance policies, including all endorsements, and identification of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

A. OPT will furnish one copy of the executed Contract Documents in electronic portable document format (PDF). This document is the Project Record Copy of the Contract Documents.

2.03 Before Starting Construction

A. Provide the following preliminary documents in accordance with the Contract Documents within 10 days after the Effective Date of the Contract:

1. Progress Schedule;
2. Schedule of Submittals;
3. Schedule of Values; and
4. Schedule of Anticipated Payments.

B. Designate the specific individuals authorized to act as representatives of Contractor. These individuals must have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of Contractor.

C. Owner will designate the specific individuals authorized to act as representatives of Owner and the limits of their authority regarding acting on behalf of Owner.

2.04 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract Documents, the OPT and Contractor will send and accept Electronic Documents sent by Electronic Means using the protocols specified in Section 01 33 00 “Document Management.”

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. Requirements of each part of the Contract Documents are as binding as if required by all Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for construction of the Project are to be provided by Contractor and coordinated with OPT.

B. Provide the labor, documentation, services, materials, or equipment that may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result, whether specifically called for in the Contract Documents or not. Include these related costs in the offered Contract Price.

C. Provide equipment that is functionally complete as described in the Contract Documents. The Drawings and Specifications do not indicate or describe all the Work required to complete the installation of equipment purchased by the Owner or Contractor. Additional details required for the correct installation of selected equipment are to be provided by Contractor and coordinated with Design Professional through Construction Manager.

D. Comply with the most stringent requirements where compliance with two or more standards is specified and they establish different or conflicting requirements for the Work, unless the Contract Documents indicate otherwise.

E. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the Project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the Drawings but are not included in the Specifications.

F. The Project Record Copy of the Contract Documents governs if there is a discrepancy between the Project Record Copy of the Contract Documents and subsequent electronic or digital versions of the Contract Documents, including printed copies derived from these electronic or digital versions.

G. The Contract supersedes all prior written or oral negotiations, representations, and agreements. The Contract Documents comprise the entire Agreement between Owner and Contractor. The Contract Documents may be modified only by a Modification.

H. Request clarification from Construction Manager for a decision before proceeding if Contractor is not clear on the meaning of the Contract Documents. Construction Manager is to issue clarifications and interpretations of the Contract Documents in accordance with the Contract Documents.

I. Organization of the Documents:

1. Organization of the Contract Documents is not intended to control or lessen the responsibility of Contractor when dividing Work among Subcontractors or Suppliers, or to establish the extent of Work to be performed by trades, Subcontractors, or Suppliers, except on multi-prime contracts. Specifications or details do not need to be indicated or specified in each Specification or Drawing. Items shown in the Contract Documents are applicable regardless of their location in the Contract Documents.

2. Standard Paragraph titles and other identifications of subject matter in the Specifications are intended to aid in locating and recognizing various requirements of the Specifications. Titles do not define, limit, or otherwise restrict Specification text.

3. The Contract requirements described in the General Conditions, Supplementary Conditions, and General Requirements (Division 01 of the Specifications) apply to Work regardless of where it is described in the Contract Documents, unless specifically noted otherwise.

4. Specifications or details do not need to be indicated or specified in each Specification or Drawing. Items shown in the Contract Documents are applicable regardless of their location in the Contract Documents.

J. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

K. Nothing in the Contract Documents creates:

1. a contractual relationship between OPT and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. an obligation on the part of OPT to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standard Specifications, Codes, Laws and Regulations:

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of technical societies, organizations, or associations, or to Laws or Regulations, whether specific or implied, are those in effect at the time Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price unless specifically stated otherwise in the Contract Documents.

2. No provision of referenced standard specifications, manuals, reference standards, codes, or instructions of a Supplier changes the duties or responsibilities of OPT or Contractor from those described in the Contract Documents or assigns a duty to or gives authority to OPT to supervise or direct the performance of the Work or undertake responsibilities inconsistent with the Contract Documents.

3. The provisions of the Contract Documents take precedence over standard specifications, manuals, reference standards, codes, or instructions of a Supplier unless specifically stated otherwise in the Contract Documents.

B. Comply with applicable construction industry standards, whether referenced or not.

1. Standards referenced in the Contract Documents govern over standards not referenced but recognized as applicable in the construction industry.

2. Comply with the requirements of the Contract Documents if they produce a higher quality of Work than the applicable construction industry standards.

3. Submit questions regarding which code or standard is applicable to Construction Manager. Design Professional will determine whether a code or standard is applicable, which of several codes or standards are applicable, or if the Contract Documents produce a higher quality of Work. Construction Manager will respond to the question as appropriate.

C. Make copies of reference standards available if requested by Construction Manager.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Carefully study the Drawings and verify pertinent figures and dimensions with respect to actual field measurements before undertaking the Work. Immediately report conflicts, errors, ambiguities, or discrepancies that Contractor discovers or has actual knowledge of to Construction Manager.

2. Immediately notify the Construction Manager of conflicts, errors, ambiguities, or discrepancies in the Contract Documents or discrepancies between the Contract Documents and:

a. Applicable Laws or Regulations;

b. Actual field conditions;

c. Standard specifications, manuals, reference standards, or codes; or

d. Instructions of Suppliers.

3. Do not proceed with affected Work until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation from Construction Manager or by a Modification to the Contract Documents issued pursuant to Paragraph 11.01, except in an emergency as required by Paragraph 7.12.

4. Contractor is liable to OPT for failure to report conflicts, errors, ambiguities, or discrepancies in the Contract Documents of which Contractor has actual knowledge.

5. Contractor is deemed to have included the most expensive item, system, procedure, etc. in the Contract Price if a conflict, error, ambiguity, or discrepancy in the Contract Documents was known, but not reported prior to submitting the Bid or Proposal or when Contractor negotiates the Contract Price.

3.04 Interpretation of the Contract Documents

A. Submit questions concerning the non-technical or contractual/administrative requirements of the Contract Documents to Construction Manager immediately after the question arises. Construction Manager will provide an interpretation of the Contract Documents regarding these questions and will coordinate the response of OPT to Contractor.

B. Submit questions regarding the design of the Project described in the Contract Documents to Construction Manager immediately after the question arises. Construction Manager will request an interpretation of the Contract Documents from Design Professional. Construction Manager will coordinate the response of OPT to Contractor.

C. OPT may initiate a Modification to the Contract Documents through Construction Manager if a response to the question indicates that a change in the Contract Documents is required. Contractor may appeal Design Professional's or Construction Manager's interpretation by submitting a Change Proposal.

3.05 Reuse of Documents

A. Contractor's Team has no rights to the Contract Documents and may not use the Contract Documents or copies or electronic media editions of the Contract Documents other than for the construction of this Project. This provision survives final payment or termination of the Contract.

B. Contractor can retain a copy of the Contract Documents for record purposes, unless specifically prohibited by Owner for security reasons. Surrender paper and digital copies of the Contract Documents and other related documents and remove these documents from computer equipment or storage devices as a condition of final payment if Owner so directs.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times commence to run on the date indicated in the Notice to Proceed. If a Notice to Proceed is not issued, the Contract Times will commence to run 15 days after the Contract is signed by all parties.

B. Begin performing the Work on the date indicated in the Notice to Proceed. Do not begin Work before the date indicated in the Notice to Proceed or prior to providing evidence that insurance required in Article 6 is in effect.

4.02 Progress Schedule

A. Construct the Work in accordance with the Progress Schedule established in accordance with the Contract Documents.

1. Adjust the Progress Schedule as required to accurately reflect actual progress on the Work.

2. Submit proposed adjustments in the Progress Schedule that change the Contract Times in accordance with the requirements of Article 11.

B. Continue performing Work and adhere to the Progress Schedule during disputes or disagreements with Owner. Do not delay or postpone Work pending resolution of disputes or disagreements, or during an appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree.

4.03 Delays in Contractor's Progress

A. Contractor is not entitled to an adjustment in Contract Price or Contract Times for delays, disruptions, or interference caused by or within the control of Contractor's Team.

B. Contractor is entitled to an equitable adjustment in Contract Price or Contract Times if OPT directly delays, disrupts, or interferes with the performance or progress of the Work. Contractor is not entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Owner if this delay is concurrent with a delay, disruption, or interference attributable to or within the control of Contractor's Team.

C. Contractor is entitled to an equitable adjustment in the Contract Times, but not Contract Price, if Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of OPT or Contractor. These adjustments in Contract Times are Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. These unanticipated causes include:

1. Severe and unavoidable natural catastrophes e.g. fires, floods, epidemics, and earthquakes;
2. Acts of war or terrorism;
3. Acts or failures to act of utility owners or other third-party entities other than those third-party utility owners performing other work at or adjacent to the Site as arranged by Owner and, as contemplated in Article 8;
4. The existence of a differing subsurface or physical condition;
5. An Underground Facility not shown or not indicated with reasonable accuracy by the Contract Documents;
6. Hazardous Environmental Conditions; and
7. Delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site unless this other work also for Owner.

D. Contractor is entitled to an equitable adjustment in the Contract Times, but not Contract Price, if Contractor's performance or progress is delayed or disrupted by weather conditions provided such weather conditions exceed those that could normally be expected for the Site in that month of the year, unless other provisions for weather related delays are included in the Contract Documents. Contractor is to include time associated with normal weather-related delays in the Project Schedule and assumes the risks, including costs, associated with delays related to normal weather conditions.

E. Contractor is only entitled to an adjustment of the Contract Times for specific delays, disruptions, and interference to the performance or progress of the Work that can be

demonstrated to directly impact the ability of Contractor to complete the Work within the Contract Times. No adjustments in Contract Times are allowed for delays on components of the Work which were or could have been completed without impacting the Contract Times.

F. Notify Construction Manager immediately of a potential delaying, disrupting, or interfering event. Submit a Change Proposal seeking an adjustment in Contract Price or Contract Times within 30 days of the commencement of the delaying, disrupting, or interfering event. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11. Change Proposal seeking an increase in Contract Times or Contract Price submitted must include supporting data that details the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference;
5. A revised Progress Schedule indicating all the activities affected by the delay, disruption, or interference;
6. An explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work;
7. The impact on Contract Price; and
8. Such additional supporting documentation as OPT may require.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner will furnish the Site and inform Contractor of encumbrances or restrictions known to Owner related to use of the Site with which Contractor must comply in performing the Work.

B. Provide for additional lands and access Contractor requires for temporary construction facilities or storage of materials and equipment, other than those identified in the Contract Documents. Provide documentation of authority to use these additional lands to Construction Manager before using them.

5.02 Use of Site and Other Areas

A. Confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Owner or Contractor has arranged to use through construction easements or agreements, and other adjacent areas as permitted by Laws and Regulations. Assume full responsibility for damage

or injuries which result from the performance of the Work or from other actions or conduct of Contractor's Team, including:

1. Damage to the Site;
2. Damage to adjacent areas used for Contractor's Team's operations;
3. Damage to other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and
4. Injuries and losses sustained by the owners or occupants of these lands or areas.

B. Take the following action if a damage or injury claim is made by the owner or occupant of adjacent land or area because of the performance of the Work, or because of other actions or conduct of Contractor's Team:

1. Take immediate corrective or remedial action as required by Paragraph 7.10; and
2. Attempt to settle the claim through negotiations with the owner or occupant, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law; and
3. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ANY SUCH CLAIM AND ALL INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER'S INDEMNITEES TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF CONTRACTOR'S TEAM.**

5.03 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
3. Technical Data contained in these reports and drawings.

B. If no Technical Data have been identified in the Supplementary Conditions, then Technical Data is defined, with respect to conditions at the Site, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, or environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

C. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

D. Contractor may rely upon the accuracy of the Technical Data contained in these reports and drawings, but these reports and drawings are not Contract Documents. Except for this reliance on Technical Data, Contractor may not rely upon or make claims against Owner's Indemnitees with respect to:

1. The completeness of reports and drawings for Contractor's purposes, including aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, or Contractor's safety precautions and programs;
2. Other data, interpretations, opinions, and information contained in these reports or shown or indicated in the drawings;
3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Contractor's interpretation of or conclusions drawn from Technical Data or other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. Notify Construction Manager immediately, but in no event later than 3 days, after becoming aware of a subsurface or physical condition that is uncovered or revealed at the Site, and before further disturbing the subsurface or physical conditions or performing any related Work that:

1. Establishes that the Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. Requires a change in the Drawings or Specifications;
3. Differs materially from that shown or indicated in the Contract Documents; or
4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. Do not further disturb or perform Work related to this subsurface or physical condition, except in an emergency as required by Paragraph 7.12, until permission do so is issued by Construction Manager.

C. Construction Manager is to notify OPT after receiving notice of a differing subsurface or physical condition from Contractor. OPT will:

1. Promptly review the subsurface or physical condition;
2. Determine the necessity of OPT's obtaining additional exploration or tests with respect the subsurface or physical condition;
3. Determine if the subsurface or physical condition falls within one or more of the differing site condition categories in Paragraph 5.04.A;
4. Prepare recommendations regarding Contractor's resumption of Work relating to the subsurface or physical condition in question;
5. Determine the need for changes in the Drawings or Specifications; and

6. Advise Contractor of OPT's findings, conclusions, and recommendations.

D. Construction Manager is to issue a statement to Contractor regarding the subsurface or physical condition in question and recommend action as appropriate after review of OPT's findings, conclusions, and recommendations. Construction Manager may instruct Contractor to resume Work if OPT determines that the subsurface or physical condition in question has been adequately documented.

E. Contractor is entitled to an equitable adjustment in Contract Price or Contract Times to the extent that a differing subsurface or physical condition causes a change in Contractor's cost or time to perform the Work provided the condition falls within one or more of the categories described in Paragraph 5.04.A. Any adjustment in Contract Price for Work that is paid for on a unit price basis is subject to the provisions of Paragraph 13.03. Contractor is not entitled to an adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

1. Contractor knew of the existence of the subsurface or physical condition at the time Contractor made an offer to Owner with respect to Contract Price and Contract Times;

2. The existence of the subsurface or physical condition could have been discovered or revealed by examinations, investigations, explorations, tests, or studies of the Site and contiguous areas expressly required by the Bidding Requirements or Proposal Requirements or the Contract Documents prior to when Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price; or

3. Contractor failed to give notice as required by Paragraph 5.04.A.

F. Contractor may submit a Change Proposal no later than 30 days after Construction Manager's issuance of the OPT's statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to OPT by the owners of these Underground Facilities or by others. OPT is not responsible for the accuracy or completeness of information or data provided by others that OPT makes available to Contractor. Contractor is responsible for:

1. Reviewing and checking available information and data regarding existing Underground Facilities at the Site;

2. Complying with Laws and Regulations related to locating Underground Facilities before beginning Work;

3. Locating Underground Facilities shown or indicated in the Contract Documents;

4. Coordinating the Work with the owners, including Owner, of Underground Facilities during construction; and

5. The safety and protection of existing Underground Facilities at or adjacent to the Site and repairing damage resulting from the Work.

B. Notify Construction Manager and the owner of the Underground Facility immediately if an Underground Facility is uncovered or revealed at the Site that was not shown in the

Contract Documents or was not shown with reasonable accuracy in the Contract Documents. Do not further disturb conditions or perform Work affected by this discovery, except in the event of an emergency as required by Paragraph 7.12.

C. OPT is to take the following action after receiving notice from Construction Manager:

1. Promptly review the Underground Facility to determine if the Underground Facility was shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy;
2. Identify and communicate with the owner of the Underground Facility;
3. Prepare recommendations to OPT regarding Contractor's resumption of Work relating to this Underground Facility;
4. Determine the extent to which a change is required in the Drawings or Specifications to document the consequences of the existence or location of the Underground Facility; and
5. Construction Manager will advise Contractor of OPT's findings, conclusions, and recommendations and provide revised Drawings and Specifications if required.

D. Construction Manager is to issue a statement to Contractor regarding the Underground Facility in question and recommend action as appropriate after review of OPT's findings, conclusions, and recommendations.

E. Contractor is entitled to an equitable adjustment in the Contract Price or Contract Times to the extent that the existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy. Any adjustment in Contract Price for Work that is paid for on a unit price basis is subject to the provisions of Paragraph 13.03.

F. Contractor is not entitled an adjustment in the Contract Price or Contract Times with respect to an existing Underground Facility at the Site if:

1. Contractor knew of the existence of the existing Underground Facility at the Site at the time Contractor made an offer to Owner with respect to Contract Price and Contract Times;
2. The existence of the existing Underground Facility at the Site could have been discovered or revealed by examinations, investigations, explorations, tests, or studies of the Site and contiguous areas expressly required by the Bidding Requirements or Proposal Requirements or the Contract Documents prior to when Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price; or
3. Contractor failed to give notice as required by Paragraph 5.05.B.

G. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of adjustments in the Contract Price or Contract Times no later than 30 days after Construction Manager's issuance of OPT's statement to Contractor regarding the Underground Facility.

5.06 Hazardous Environmental Conditions at Site

A. The Supplementary Conditions identify those reports and drawings known to OPT relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and the Technical Data contained in these reports and drawings.

B. Contractor may rely upon the accuracy of the Technical Data contained in reports and drawings relating to Hazardous Environmental Conditions identified in the Supplementary Conditions, but these reports and drawings are not Contract Documents. Except for the reliance on expressly identified Technical Data, Contractor may not rely upon or make claims against Owner's Indemnitees with respect to:

1. The completeness of these reports and drawings for Contractor's purposes, including aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor or Contractor's safety precautions and programs related to Hazardous Environmental Conditions;

2. Other data, interpretations, opinions, and information contained in these reports or shown or indicated in the drawings; or

3. Any Contractor interpretation of or conclusion drawn from Technical Data or other data, interpretations, opinions, or information.

C. The results of tests performed on materials described in environmental reports specifically prepared for the Project and made available to Contractor are defined as Technical Data unless Technical Data has been defined more specifically in the Supplementary Conditions.

D. Contractor is not responsible for removing or remediating Hazardous Environmental Conditions encountered, uncovered, or revealed at the Site unless this removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

E. Contractor is responsible for controlling, containing, and duly removing and remediating Constituents of Concern brought to the Site by Contractor's Team and paying associated costs.

1. Owner may remove and remediate the Hazardous Environmental Condition and impose a Set-off against payments to Contractor for associated costs if Contractor's Team creates a Hazardous Environmental Condition and Contractor does not take acceptable action to remove and remediate the Hazardous Environmental Condition.

2. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR'S TEAM, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR'S TEAM. NOTHING IN THIS PARAGRAPH SHALL OBLIGATE CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.**

F. Immediately notify Construction Manager and take the following action if Contractor uncovers or reveals a Hazardous Environmental Condition at the Site or adjacent areas used by Contractor's Team that was not created by Contractor's Team:

1. Secure or otherwise isolate this condition;
2. Stop Work in affected areas or connected with the condition, except in an emergency as required by Paragraph 7.12; and
3. Do not resume Work relating to the Hazardous Environmental Condition or in affected areas until after OPT has obtained required permits and Construction Manager sends notice to Contractor:
    a. Specifying that this condition and affected areas are or have been rendered safe for the resumption of Work; or
    b. Specifying special conditions under which Work may be resumed safely.
4. Owner may order the portion of the Work that is in the area affected by the Hazardous Environmental Condition to be deleted from the Work following the procedures in Article 11 if Contractor does not agree to:
    a. Resume the Work based on a reasonable belief it is unsafe; or
    b. Resume the Work under the special conditions provided by Construction Manager.
5. Owner may have this deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

G. Contractor may submit a Change Proposal or Owner may impose a Set-off if an agreement is not reached within 10 days of Construction Manager's notice regarding the resumption of Work as to whether Contractor is entitled to an adjustment in Contract Price or Contract Times or on the amount or extent of adjustments resulting from this Work stoppage or special conditions under which Contractor agrees to resume Work.

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Furnish a performance bond in an amount equal to the Contract Price as security for the faithful performance of Work. Contractor is to use amounts paid by Owner to Contractor under the Contract for the performance of the Contract. This bond is to remain in effect until 1 year after the date of final payment.

B. Furnish a payment bond in an amount equal to the Contract Price as security to ensure payment of Contractor's obligations under the Contract Documents. This bond is to remain in effect until 1 year after the date of final payment.

1. Notify Construction Manager of claims filed against the payment bond. Notify the claimant and Construction Manager of undisputed amounts and the basis for

challenging disputed amounts when a claimant has satisfied the conditions prescribed by Laws and Regulations. Promptly pay undisputed amounts.

2. Owner is not liable for payment of costs or expenses of claimants under the payment bond. Owner has no obligations to pay, give notice, or take other action to claimants under the payment bond.

3. OPT will provide a copy of the payment bond and payment information to Subcontractors, Suppliers, or other persons or entities claiming to have furnished labor or materials used in the performance of the Work that request this information in accordance with Laws and Regulations.

C. Notify Construction Manager immediately if the surety on bonds furnished by Contractor:

1. Is declared bankrupt, or becomes insolvent;

2. Has its right to do business in state in which the Project is located is terminated; or

3. Ceases to meet the requirements of Paragraph 6.02.

D. Provide a bond and surety which comply with the requirements of Paragraph 6.02 within 20 days after the event giving rise to this notification.

E. Furnish other bonds as required by the Contract Documents.

F. Owner may exclude Contractor from the Site and exercise Owner's termination rights under Article 16 if Contractor fails to obtain or maintain required bonds.

6.02 Licensed Sureties

A. Provide bonds in the form prescribed by the Contract Documents from sureties named in the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies").

B. Provide bonds required by the Contract Documents from surety companies that are duly licensed or authorized to provide bonds in the state in which the Project is constructed.

6.03 Insurance - General Provisions

A. Obtain and maintain insurance with coverage amounts equal to or greater than the amounts specified in Section 00 73 16 "Insurance Requirements" or greater where required by Laws and Regulations.

B. Obtain insurance from companies that are duly licensed or authorized in the state in which the Project is constructed to issue insurance policies and that have an A.M. Best rating of A-VIII or better.

C. Deliver evidence of insurance in accordance with Section 00 73 16 "Insurance Requirements" to Owner to demonstrate that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Provide copies of these certificates to Owner and additional insured.

D. Furnish copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles upon request by Owner or any additional insured. Contractor

may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this paragraph.

E. OPT's failure to demand such certificates or other evidence of Contractor's full compliance with the insurance requirements or failure to identify a deficiency in compliance from the evidence provided is not a waiver of Contractor's obligation to obtain and maintain the insurance required by the Contract Documents.

F. Notify Owner if Contractor fails to purchase or maintain the insurance required by the Contract Documents. Do not perform any Work on the Project unless the required insurance policies are in effect. Owner may exclude Contractor from the Site and exercise Owner's termination rights under Article 16 if Contract fails to obtain or maintain the required insurance.

G. Owner may elect to obtain equivalent insurance to protect Owner's interests without prejudice to any other right or remedy if Contractor fails to obtain or maintain the required insurance. Owner may impose a reasonable Set-off against payments due under Article 15 to recover the cost of the insurance.

H. Owner does not represent that the insurance coverage and limits established in this Contract are adequate to protect Contractor or Contractor's interests.

I. The required insurance and insurance limits do not limit Contractor's liability under the indemnities granted to Owner's Indemnitees in the Contract Documents.

J. Provide for an endorsement that the "other insurance" clause will not apply to OPT where OPT is an additional insured shown on the policy. Contractor's insurance is primary and non-contributory with respect to any insurance or self-insurance carried by OPT for liability arising out of operations under this Agreement.

K. Include and list OPT and any other individuals or entities identified in Section 00 73 16 "Insurance Requirements" as additional insureds on all policies except for the workers' compensation policy and Contractor's professional liability policy.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. Provide professional engineering or other design services if the Contract Documents require such services or if Contractor determines that such services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety. Engineering or other design services are to be provided by a properly licensed design professional authorized to provide these services in the state in which the Project is constructed. Such services are not Owner-delegated professional design services under this Contract, and OPT does not have any responsibility with respect to:

1. Contractor's determination of the need for such services;

2. The qualifications or licensing of the design professionals retained or employed by Contractor;

3. The performance of such services; or

4. Any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Supervise, inspect, and direct the performance of the Work.

B. Provide a competent resident superintendent acceptable to OPT. The resident superintendent or acceptable qualified assistant is to always be present when Work is being done. Do not replace this resident superintendent except under extraordinary circumstances. Provide a replacement resident superintendent equally competent to the previous resident superintendent if replacement is required. Notify Owner prior to replacing the resident superintendent and obtain Owner's consent to the change in superintendent.

7.03 Labor; Working Hours

A. Provide competent, suitably qualified personnel to complete the Work. Maintain good discipline and order at the Site. Contractor is responsible for all acts and omissions of Contractor's Team.

B. Perform Work at the Site during regular working hours except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent to the Site and except as otherwise stated in the Contract Documents.

C. Do not perform Work on a Saturday, Sunday, or Owner-observed holiday without Construction Manager's consent. If a legal holiday falls on a Saturday, it will be observed the preceding Friday. If a legal holiday falls on a Sunday, it will be observed the following Monday.

D. Pay additional cost incurred by Owner for services of Construction Manager to observe Work constructed outside of regular working hours. Construction Manager will issue a Set-off in the Application for Payment for this cost per Paragraph 15.01.B.

7.04 Services, Materials, and Equipment

A. Provide services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the performance, testing, startup, and completion of the Work, whether or not these items are specifically called for in the Contract Documents.

B. Provide new materials and equipment to be incorporated into the Work. Provide special warranties and guarantees required by the Contract Document. Provide satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment as required by the Contract Documents or as requested by Construction Manager.

C. Store, apply, install, connect, erect, protect, use, clean, and condition materials and equipment in accordance with instructions of the applicable Supplier, unless otherwise required by the Contract Documents.

7.05 Concerning Subcontractors, and Suppliers

A. Contractor may retain Subcontractors and Suppliers which are acceptable to Owner for the performance of parts of the Work. Contractor must retain specific Subcontractors or Suppliers if required to do so by the Contract Documents. Contractor must use Subcontractors or Suppliers named in the Bid or Proposal if Contractor was selected in part based on these named Subcontractors or Suppliers.

B. Submit a list of proposed Subcontractors and Suppliers to Construction Manager prior to entering into binding subcontracts or purchase orders. These proposed Subcontractors or Suppliers are deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 10 days after receiving this list.

C. Owner may require the replacement of Subcontractors or Suppliers retained by Contractor. Provide an acceptable replacement for the rejected Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements, subject to Contractor's reasonable objections.

D. Contractor may be entitled to an adjustment in Contract Price or Contract Times with respect to a replacement of Subcontractors or Suppliers required by Owner. Notify Construction Manager immediately if a replacement of Subcontractors or Suppliers increases the Contract Price or Contract Times. Initiate a Change Proposal for the adjustment within 10 days of Owner's notice to replace a Subcontractor or Supplier. Do not make the replacement until the change in Contract Price or Contract Times has been accepted by Owner if Change Proposal is to be submitted. Contractor is not entitled to an adjustment in Contract Price or Contract Times if OPT requires the replacement of the Subcontractor or Supplier based on an unacceptable safety record, lack of experience or qualifications, or other cause.

E. Acceptance by Owner of Subcontractors, Suppliers, or other individuals or entities, whether initially or as a replacement, does not constitute a waiver of the obligation of Contractor to complete the Work in accordance with the Contract Documents.

F. Maintain a current and complete list of Subcontractors and Suppliers that are to perform or furnish part of the Work.

G. Contractor is fully responsible for the acts and omissions of Subcontractors and Suppliers and is solely responsible for scheduling and coordinating their Work.

H. Require Subcontractors, Suppliers, and other individuals or entities performing or furnishing Work to communicate with OPT through Contractor.

I. Contracts between Contractor and their Subcontractors or Suppliers may specifically bind the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents. Contractor is responsible for meeting the requirements of the Contract Documents if they choose to not bind the Subcontractors or Suppliers to applicable terms or conditions of the Contract Documents.

J. OPT may furnish information about amounts paid to Contractor for Work provided by Subcontractors or Suppliers to the entity providing the Work.

K. Nothing in the Contract Documents:

1. Creates a contractual relationship between members of OPT and members of Contractor's Team; or

2. Creates an obligation on the part of Owner to pay or to see to the payment of money due members of Contractor's Team, except as may be required by Laws and Regulations.

7.06 Patent Fees and Royalties

A. Pay license fees, royalties, and costs incident to the use of inventions, designs, processes, products, or devices which are patented or copyrighted by others in the performance of the Work, or to incorporate these inventions, designs, processes, products, or devices which are patented or copyrighted by others in the Work. The Contract Documents identify inventions, designs, processes, products, or devices OPT knows are patented or copyrighted by others, or that its use is subject to patent rights or copyrights calling for the payment of a license fee or royalty to others. Contractor is to include the cost associated with the use of patented or copyrighted products or processes, whether specified or selected by Contractor, in the Contract Price.

B. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS BY CONTRACTOR'S TEAM INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.**

7.07 Permits

A. Obtain and pay for construction permits and licenses, and certificates of occupancy, if required. OPT is to assist Contractor in obtaining permits and licenses when required to do so by applicable Laws and Regulations. Pay governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time the Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price.

7.08 Taxes

A. Contractor is responsible for all taxes and duties arising out of the Work. Contractor is responsible for including in the Contract Price any applicable sales and use taxes and is responsible for complying with all applicable Laws and Regulations. Pay sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations.

7.09 Laws and Regulations

A. Give required notices and comply with Laws and Regulations applicable to the performance of the Work. OPT is not responsible for monitoring Contractor's compliance with Laws or Regulations except where expressly required by applicable Laws and Regulations.

B. Pay costs resulting from actions taken by Contractor that are contrary to Laws or Regulations. Contractor is not responsible for determining that the design aspects of the Work described in the Contract Documents is in accordance with Laws and Regulations. This does not relieve Contractor of its obligations under Paragraph 3.03.

C. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES HARMLESS FROM ALL CLAIMS AND INDEMNIFIED COSTS RESULTING FROM ACTIONS TAKEN BY CONTRACTOR'S TEAM THAT ARE CONTRARY TO LAWS OR REGULATIONS.**

D. Owner or Contractor may give notice to the other party of changes in Laws or Regulations that may affect the cost or time of performance of the Work, including:

1. Changes in Laws or Regulations affecting procurement of permits; and

2. Sales, use, value-added, consumption, and other similar taxes which come into effect after Contractor's Bid or Proposal is submitted or when Contractor negotiates the Contract Price.

E. Contractor may submit a Change Proposal or Owner may initiate a Claim within 30 days of this notice if Owner and Contractor are unable to agree on entitlement to or on the amount or extent of adjustments in Contract Price or Contract Times resulting from these changes.

7.10 Safety and Protection

A. Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs relating to the Work. This responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.

B. Take necessary precautions for the safety of persons on the Site or who may be affected by the Work, and provide the necessary protection to prevent damage, injury, or loss to:

1. Work and materials and equipment to be incorporated in the Work, whether stored on or off the Site; and

2. Other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement during construction.

C. Comply with applicable Laws and Regulations relating to the safety and protection of persons or property. Erect and maintain necessary safeguards for safety and protection. Notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site when prosecution of the Work may affect them. Cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

D. Remedy damage, injury, or loss to property referred to in Paragraph 7.10.B caused by Contractor's Team. Pay remediation costs unless the damage or loss is:

1. Attributable to the fault of the Contract Documents;

2. Attributable to acts or omissions of OPT; or

3. Not attributable to the actions or failure to act of Contractor's Team.

E. Contractor's duties and responsibilities for safety and protection of persons or the Work or property at or adjacent to the Site continues until Work is completed and resumes whenever Contractor's Team returns to the Site to fulfill warranty or correction obligations or to conduct other tasks.

F. Comply with the applicable requirements of the Owner's safety program if required to do so in the Supplementary Conditions. A copy of the Owner's safety program will be provided in the Bidding Documents or Proposal Documents.

G. Provide a qualified and experienced safety representative at the Site whose duties and responsibilities are the prevention of accidents and maintaining and supervising safety programs.

7.11 Hazard Communication Programs

A. Coordinate the exchange of safety data sheets or other hazard communication information required to be made available or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.12 Emergencies

A. Act to prevent threatened damage, injury, or loss in emergencies affecting the safety or protection of persons or the Work or property at or adjacent to the Site. Notify Construction Manager immediately if Contractor believes that significant changes in the Work or variations from the Contract Documents have been caused or are required because of this need to act. A Modification is to be issued by Construction Manager if OPT determines that the incident giving rise to the emergency action was not the responsibility of Contractor and that a change in the Contract Documents is required because of the action taken by Contractor in response to this emergency.

7.13 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that Work is in accordance with the Contract Documents and is not Defective. Owner is entitled to rely on Contractor's warranty and guarantee. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 7.14. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.13 is limited only by applicable Laws and Regulations restricting actions to enforce such rights. Assume and bear responsibility for costs and time delays associated with variations from the requirements of the Contract Documents.

B. This Contractor's warranty and guarantee excludes defects or damage caused by abuse, improper maintenance or operation, or modification by OPT; or normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete Work in accordance with the Contract Documents is absolute. None of the following constitute an acceptance of Defective Work,

a release of Contractor's obligation to perform Work in accordance with the Contract Documents or a release of Owner's warranty or guarantee rights under this Paragraph:

1. Observations by OPT;
2. Recommendation by Construction Manager or payment by Owner of progress or final payments;
3. The issuance of a certificate of Substantial Completion;
4. The issuance of a certificate of Final Completion;
5. The end of the correction period established in Paragraph 7.14;
6. Use or occupancy of part of the Work by Owner;
7. Review and approval of a Shop Drawing or Sample;
8. Inspections, tests, or approvals by others; or
9. Correction of Defective Work by Owner.

D. The Contract Documents may require Contractor to accept the assignment of a contract between the Owner and a contractor or supplier. The specific warranties, guarantees, and correction obligations contained in an assigned contract govern with respect to Contractor's performance obligations to Owner for the Work described in an assigned contract.

7.14 Correction Period

A. Promptly correct Defective Work without cost to Owner for 1 year after the date of Substantial Completion or longer periods of time prescribed by the terms of the Contract Documents.

B. Promptly correct damages to the Site or adjacent areas that Contractor has arranged to use through construction easements or other agreements. Promptly correct damages to Work or the work of others. Make corrections without cost to Owner.

C. Owner may have the Defective Work and damages described in Paragraphs 7.14.A and 7.14.B corrected if Contractor does not comply with the terms of Construction Manager's instructions, or in an emergency where delay would cause serious risk of loss or damage.

D. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE CORRECTION OF DEFECTIVE WORK.**

E. The correction period starts to run from the date when a specific item of equipment or systems are placed in continuous beneficial use by Owner before Substantial Completion of Work if so provided in the Specifications or if accepted for beneficial use by Owner.

F. The correction period is extended for an additional period of 1 year for Defective Work corrected after the date of Substantial Completion or after the accepted date the correction period starts to run as described in Paragraph 7.14.E. This extended correction

period starts to run when Defective Work has been satisfactorily corrected under this Paragraph 7.14.

G. Contractor's obligations under this Paragraph 7.14 are in addition to other obligations or warranties. The provisions of this Paragraph 7.14 are not a substitute for, or a waiver of, the provisions of applicable statutes of limitation or repose.

7.15 Indemnification

A. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER'S INDEMNITEES FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR'S TEAM.**

B. The indemnification obligation under Paragraph 7.15.A is not limited by the amount or type of damages, compensation, or benefits payable by or for members of Contractor's Team or other individuals or entities under workers' compensation acts, disability benefit acts, or other employee benefit acts in claims against Owner's Indemnitees by an employee or the survivor or personal representative of employee of Contractor's Team.

7.16 Delegation of Professional Design Services

A. Contractor is to provide professional design services required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures.

B. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. This delegation will specify the performance and design criteria that such services must satisfy and the Submittals that Contractor must furnish to Construction Manager with respect to Owner delegated design. Contractor is not required to provide these professional services in violation of applicable Laws and Regulations.

C. Owner-delegated professional design services provided through Contractor are to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and other Submittals prepared by such design professional. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Construction Manager, then such Shop Drawing or other Submittal must bear the design professional's written approval when submitted by Contractor to Construction Manager.

D. OPT is entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by Contractor's design professionals, provided OPT has specified to Contractor the performance and design criteria that these services must satisfy.

E. Pursuant to this Paragraph 7.16, OPT's review and approval of design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this paragraph;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor is not responsible for the adequacy of the performance or design criteria specified by OPT. Advise OPT if the performance or design criteria are known or considered likely to be inadequate or otherwise deficient.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. Owner may arrange for other work at or adjacent to the Site which is not part of the Contractor's Work. This other work may be performed by Owner's employees or through other contractors. Utility owners may perform work on their utilities and facilities at or adjacent to the Site. Include costs associated with coordinating with entities performing other work or associated with connecting to this other work in the Contract Price if this other work is shown in the Contract Documents.

B. OPT is to notify Contractor of other work prior to starting the work and provide any knowledge they have regarding the start of utility work at or adjacent to the Site to Contractor.

C. Provide other contractors:

1. Proper and safe access to the Site;
2. Reasonable opportunity for the introduction and storage of materials and equipment; and
3. Reasonable opportunity to execute their work.

D. Provide cutting, fitting, and patching of the Work required to properly connect or integrate with other work. Do not endanger the work of others by cutting, excavating, or otherwise altering the work of others without the consent of Construction Manager and the others whose work will be affected.

E. Inspect the work of others and immediately notify Construction Manager if the proper execution of part of Contractor's Work depends upon work performed by others and this work has not been performed or is unsuitable for the proper execution of Contractor's Work. Contractor's failure to notify Construction Manager constitutes an acceptance of this other work as acceptable for integration with Contractor's Work. This acceptance does not apply to latent defects or deficiencies in the work of others.

F. Take adequate measures to prevent damages, delays, disruptions, or interference with the work of Owner, other contractors, or utility owners performing other work at or adjacent to the Site.

G. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.

8.02 Coordination

A. Owner has sole authority and responsibility for coordination of this other work unless otherwise provided in the Contract Documents. Owner is to identify the entity with authority and responsibility for coordination of the activities of the various contractors, the limitations of their authority, and the work to be coordinated prior to the start of other work at or adjacent to the Site.

8.03 Legal Relationships

A. Contractor may be entitled to a change in Contract Price or Contract Times if, while performing other work at or adjacent to the Site for Owner, the OPT, other contractor, or utility owner:

1. Damages the Work or property of Contractor's Team;

2. Delays, disrupts, or interferes with the execution of the Work; or

3. Increases the scope or cost of performing the Work through their actions or inaction.

B. Notify Construction Manager immediately of the event leading to a potential Change Proposal so corrective or mitigating action can be taken. Submit the Change Proposal within 30 days of the event if corrective action has not adequately mitigated the impact of the actions or inactions of others. Information regarding this other work in the Contract Documents is used to determine if Contractor is entitled to a change in Contract Price or Contract Times. Changes in Contract Price require that Contractor assign rights against the other contractor or utility owner to Owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Changes in Contract Times require that the time extension is essential to Contractor's ability to complete the Work within the Contract Times.

C. Take prompt corrective action if Contractor's Team damages, delays, disrupts, or interferes with the work of Owner's employees, other contractors, or utility owners performing other work at or adjacent to the Site or agree to compensate other contractors or utility owners for correcting the damage. Promptly attempt to settle claims with other contractors or utility owners if Contractor damages, delays, disrupts, or interferes with the work of other contractors or utility owners performing other work at or adjacent to the Site.

D. Owner may impose a Set-off against payments due to Contractor and assign the Owner's contractual rights against Contractor with respect to the breach of the obligations described in this Paragraph 8.03 to other contractors or utility owners if damages, delays, disruptions, or interference occur.

E. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER'S INDEMNITEES**

HARMLESS FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS RESULTING FROM CONTRACTOR'S TEAM'S ACTION OR INACTION RELATED TO DAMAGES, DELAYS, DISRUPTIONS, OR INTERFERENCE WITH THE WORK OF OWNER'S EMPLOYEES, OTHER CONTRACTORS, OR UTILITY OWNERS PERFORMING OTHER WORK AT OR ADJACENT TO THE SITE.

ARTICLE 9 – OWNER'S AND OPT'S RESPONSIBILITIES

9.01 Communications to Contractor

A. OPT issues communications to Contractor through Construction Manager except as otherwise provided in the Contract Documents.

9.02 Replacement of Owner's Project Team Members

A. Owner may replace members of OPT at its discretion.

9.03 Furnish Data

A. OPT is to furnish the data required of OPT under the Contract Documents.

9.04 Pay When Due

A. Owner is to make payments to Contractor when due as described in Article 15.

9.05 Lands and Easements; Reports and Tests

A. Owner's duties with respect to providing lands and easements are described in Paragraph 5.01. OPT will make copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site available to Contractor in accordance with Paragraph 5.03.

9.06 Insurance

A. Owner's responsibilities with respect to purchasing and maintaining insurance are described in Article 6.

9.07 Modifications

A. Owner's responsibilities with respect to Modifications are described in Article 11.

9.08 Inspections, Tests, and Approvals

A. OPT's responsibility with respect to certain inspections, tests, and approvals are described in Paragraph 14.02.

9.09 Limitations on OPT's Responsibilities

A. OPT does not supervise, direct, or have control or authority over, and is not responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or related safety precautions and programs, or for failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. OPT is not responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

B. OPT is not responsible for the acts or omissions of Contractor's Team. No actions or failure to act, or decisions made in good faith to exercise or not exercise the authority or responsibility available under the Contract Documents creates a duty in contract, tort, or otherwise of OPT to the Contractor or members of Contractor's Team.

9.10 Undisclosed Hazardous Environmental Condition

A. OPT's responsibility for undisclosed Hazardous Environmental Conditions is described in Paragraph 5.06.

9.11 Compliance with Safety Program

A. Contractor is to inform OPT of its safety programs and OPT is to comply with the specific applicable requirements of this program.

ARTICLE 10 – DESIGN PROFESSIONAL'S AND CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Construction Manager is Owner's representative. The duties and responsibilities and the limitations of authority of Construction Manager as Owner's representative are described in the Contract Documents.

10.02 Visits to Site

A. Design Professional is to make periodic visits to the Site to observe the progress and quality of the Work. Design Professional is to determine, in general, if the Work is proceeding in accordance with the Contract Documents based on observations made during these visits. Design Professional is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. Design Professional is to inform OPT of issues or concerns and Construction Manager is to work with Contractor to address these issues or concerns. Design Professional's visits and observations are subject to the limitations on Design Professional's authority and responsibility described in the Contract Documents.

B. Construction Manager is to observe the Work to check the quality and quantity of Work, implement Owner's quality assurance program and administer the Contract as Owner's representative as described in the Contract Documents. Construction Manager's visits and observations are subject to the limitations on Construction Manager's authority and responsibility described in the Contract Documents.

10.03 Rejecting Defective Work

A. OPT has the authority to reject Work in accordance with Article 14. Construction Manager is to notify Contractor of Defective Work of which it is aware and document when Defective Work has been corrected or accepted in accordance with Article 14.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Construction Manager is to render decisions regarding non-technical or contractual/administrative requirements of the Contract Documents and will coordinate the response of OPT to Contractor.

B. Design Professional is to render decisions regarding the conformance of the Work to the requirements of the Contract Documents. Design Professional will render a decision to either correct the Defective Work, or accept the Work under the provisions of Paragraph 14.04, if Work does not conform to the Contract Documents. Construction Manager will coordinate the response of OPT to Contractor.

C. Construction Manager will issue a Request for a Change Proposal if a Modification is required. Construction Manager will provide documentation for changes related to the non-technical or contractual/administrative requirements of the Contract Documents. Design Professional will provide documentation if design related changes are required through Construction Manager.

D. Contractor may appeal OPT's decision by submitting a Change Proposal if Contractor does not agree with the OPT's decision.

ARTICLE 11 – CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract Documents

A. A Contract Amendment, Change Order, Work Change Directive, or Field Order may modify the Contract Documents. Modifications that include a change in the Contract Price or Contract Times can only be made in a Contract Amendment or Change Order.

B. Changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other design or technical matters, must be supported by Design Professional's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of Design Professional.

C. Proceed with the Changes in the Work or, in the case of a deletion in the Work, immediately cease construction activities related to the deleted Work upon receipt of the Modification.

D. Contractor is not entitled to an increase in the Contract Price or an extension of the Contract Times with respect to Work performed that is not required by the Contract Documents, except in the case of an emergency as provided in Paragraph 7.12, or in the case of uncovering Work as provided in Paragraph 14.05. Contractor is responsible for costs and time delays associated with variations from the requirements of the Contract Documents unless the variations are specifically approved by Change Order.

E. Acceptance of a Modification by Contractor constitutes agreement that the compensation provided by that Modification is the full, complete, and final compensation for all costs Contractor has or may incur because of or relating to this Modification whether these costs are known, unknown, foreseen, or unforeseen at this time, including any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Modification.

F. Acceptance of a Modification by Contractor constitutes agreement that the changes in Contract Times are the complete and final adjustments for direct impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled.

G. Perform added or revised Work under the applicable provisions of the Contract Documents for the same or similar Work unless different Drawings, Specifications, or directions are provided in the Modification.

H. Nothing in this paragraph obligates Contractor to undertake Work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.02 Contract Amendments

A. Owner and Contractor may modify the terms and conditions of the Contract Documents without the recommendation of Design Professional using a Contract Amendment.

B. A Contract Amendment may also be used for authorizing a new task order for task order contracts or a new phase of the Work when using phased construction or purchasing Goods and Special Services to be incorporated into the Project. The Contract Amendment may be used to establish the Contract Price, Contract Times, or terms and conditions of the Contract for the new task order or phase of Work if not already established in the Contract Documents.

11.03 Change Orders

A. All changes to the Contract Documents that include a change in the Contract Price or the Contract Times for previously authorized Work and changes to the Work requiring Design Professional's approval must be made by a Change Order. Change Orders prepared by Construction Manager may cover:

1. Changes in Contract Price or Contract Times which are submitted by Contractor as a Change Proposal and agreed to by the parties;

2. Changes in Contract Price or Contract Times to pay for undisputed Work performed in accordance with a Work Change Directive;

3. Changes in Contract Price or Contract Times making final adjustments for Work covered under Alternates and Allowances;

4. Changes in Contract Price or Contract Times making final adjustments to actual quantities for Unit Price Work;

5. Changes in Contract Price resulting from an Owner Set-off, unless the set off has been successfully challenged by Contractor;

6. Changes in Contract Price or Contract Times resulting from resolution of Claims;

7. Changes in Contract Price or Contract Times required because of Owner's acceptance of Defective Work under Paragraph 14.04 or Owner's correction of Defective Work under Paragraph 14.07; or

8. Other similar provisions that will modify the Contract Price or Contract Times.

B. A Change Order may also be used to establish modifications of the Contract Documents that do not affect the Contract Price or Contract Times.

11.04 Work Change Directives

A. A Work Change Directive does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modifications ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations on the Contract Price and Contract Times.

B. Contractor must submit a Change Proposal seeking an adjustment of the Contract Price or the Contract Times no later than 30 days after the completion of the Work set out in the Work Change Directive if negotiations are unsuccessful under the terms of the Contract Documents governing adjustments.

11.05 Field Orders

A. Design Professional may require minor changes in the Work that do not change the Contract Price or Contract Times using a Field Order through Construction Manager. Construction Manager may issue a Field Order for non-technical, administrative issues. Submit a Change Proposal if Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times before proceeding with the Work described in the Field Order.

11.06 Change Proposals

A. Submit a Change Proposal to Construction Manager to:

1. Request an adjustment in the Contract Price or Contract Times;
2. Contest an initial decision by OPT concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents;
3. Contest a Set-off against payment due; or
4. Seek other relief under the Contract Documents.

B. Notify Construction Manager immediately if a Change Proposal is to be submitted. Submit each Change Proposal to Construction Manager no later than 30 days after the event initiating the Change Proposal. Submit the following as part of the Change Proposal:

1. Any proposed change in Contract Price, Contract Times, or other relief, accompanied by a statement that the requested Change Order is the entire adjustment to which Contractor believes it is entitled;
2. The reason for the proposed change; and
3. Supporting data, accompanied by a statement that the supporting data is accurate and complete.

C. Construction Manager is to advise OPT regarding the Change Proposal. OPT is to review each Change Proposal and Contractor's supporting data, and within 30 days after receipt of the documents, direct Construction Manager to either approve or deny the Change Proposal in whole or in part. Construction Manager is to issue a Change Order for an approved Change Proposal. Change Proposals are denied if Construction Manager does not

act on the Change Proposal within 30 days. Contractor may start the time for appeal of the denial under Article 12.

11.07 Change of Contract Price; Contract Times

A. Change Proposals for an adjustment in the Contract Price must comply with the provisions of this Paragraph 11.07. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12. Any adjustment of the Contract Times is subject to the limitations described in Paragraph 4.03.

B. An adjustment in the Contract Price is to be determined as follows:

1. By applying unit prices to the quantities of the items involved, subject to the provisions of Paragraph 13.03, where the Work involved is covered by unit prices in the Contract Documents;

2. By a mutually agreed lump sum where the Work involved is not covered by unit prices in the Contract Documents; or

3. Payment based on the Cost of the Work determined as provided in Article 13 when the Work involved is not covered by unit prices in the Contract Documents or the parties do not reach a mutual agreement to a lump sum.

C. The original Contract Price may not be increased by more than 25 percent unless further limited by Laws and Regulations. Owner may decrease the Work by up to 25 percent of the Contract Price without adjusting Contractor's fee.

11.08 Execution of Change Orders and Contract Amendments

A. Each Change Order or Contract Amendment must be specific and final as to changes in Contract Price and Contract Times for the changes described in the Change Order or Contract Amendment. Acceptance of a Change Order or Contract Amendment by Contractor constitutes a full accord and satisfaction for all claims and costs of any kind, whether direct or indirect, including impact, delay, or acceleration damages related to the Change Order or Contract Amendment. The execution of a Change Order or Contract Amendment by Contractor constitutes conclusive evidence of Contractor's agreement to the ordered changes in the Work, with no reservations or other provisions allowing for future changes in the Contract Price or Contract Times. This Contract, as amended, forever releases any claim against Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order or Contract Amendment. This release applies to claims related to the cumulative impact of all Change Orders or Contract Amendment and to any claim related to the effect of a change on unchanged Work.

B. A Change Order or Contract Amendment is deemed to be in full force as if executed by Contractor if Contractor refuses to execute a Change Order or Contract Amendment that is required to be executed under the terms of this Paragraph 11.08.

11.09 Notice to Surety

A. Notify the surety of Modifications affecting the general scope of the Work, changes in the provisions of the Contract Documents, or changes in Contract Price or Contract Times. Adjust the amount of each bond when Modifications change the Contract Price.

ARTICLE 12 – CLAIMS

12.01 Claims

A. Follow the Claims process described in this Article for a demand or assertion by Contractor:

1. Contesting an initial decision by OPT concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;
2. Contesting OPT's decision regarding a Change Proposal;
3. Seeking resolution of a contractual issue that OPT has declined to address;
4. Seeking other relief with respect to the terms of the Contract; or
5. Any issue, request, demand, or dispute arising after Construction Manager's recommendation of Final Payment not specifically listed in the Certificate of Final Completion.

B. Notify Construction Manager no later than 7 days after the start of the event giving rise to the Claim or, in the case of appeals regarding Change Proposals, within 7 days of the decision under appeal. The responsibility to substantiate a Claim rests with the entity making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Price or Contract Times, Contractor must certify that the Claim is made in good faith, that the supporting data is accurate and complete, and that to the best of Contractor's knowledge and belief, the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. The entity receiving a Claim is to review the Claim and consider its merits. The Owner and Contractor are to seek to resolve the Claim through the exchange of information and direct negotiations. The Owner and Contractor may extend the time for resolving the Claim by mutual agreement. Notify Construction Manager of actions taken on a Claim.

D. Owner and Contractor may mutually agree to mediate the underlying dispute at any time after initiation of a Claim.

1. The agreement to mediate suspends the Claims process.
2. Owner or Contractor may unilaterally terminate the mediation process after 60 days from the agreement to mediate and resume the Claims process as of the date of the termination. The Claim process resumes as of the date of the conclusion of the mediation, as determined by the mediator, if the mediation is unsuccessful in resolving the dispute.
3. Owner and Contractor are to each pay one-half of the mediator's fees and costs.

E. If the entity receiving a Claim approves the Claim in part or denies it in part, this action is final and binding unless the other entity invokes the procedure described in Article 17 for final resolution of disputes within 30 days of this action.

F. Notify Construction Manager if efforts to resolve the Claim are not successful and the Claim is denied. A denial of the Claim is final and binding unless the other entity invokes the procedure described in Article 17 for the final resolution of disputes within 30 days of the denial.

G. The results of the agreement or action on the Claim is to be incorporated in a Change Order by Construction Manager to the extent they affect the Contract Documents, the Contract Price, or the Contract Times if the Owner and Contractor reach an agreement regarding a Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. The Cost of the Work is the sum of costs described in this Paragraph 13.01, except those excluded in Paragraph 13.01.D, necessary for the proper performance of the Work. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price under cost-plus, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, Set-off, or other adjustment in Contract Price.

B. Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the events giving rise to the adjustment when the value of the adjustment is determined on the basis of the Cost of the Work.

C. Costs included in the Cost of the Work may not exceed the costs commonly incurred in the proximate area of the Site for similar work unless agreed to by Owner. Cost of the Work includes only the following items:

1. Payroll costs for Contractor's employees performing the Work, including one foreman per crew, and other required and agreed upon personnel for the time they are employed on the Work. Employees are to be paid according to wage rates for job classifications as agreed to by Owner in advance of the Work. Rates paid for this Work are to be the same as paid for Contract Work as established by certified payroll. Payroll costs may include:

a. Actual costs paid for salaries and wages;

b. Actual cost paid for fringe benefits, which consists of:

1) Social security contributions,

2) Unemployment,

3) Excise and payroll taxes,

4) Workers' compensation,

5) Health and retirement benefits, and

6) Paid time off for sick leave, vacations and holidays; and

c. Actual cost of additional compensation paid for performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, to the extent authorized by Owner.

2. Cost of materials and equipment furnished and incorporated in the Work, including transportation and storage costs and required Suppliers' field services. Contractor may retain cash discounts unless Owner provided funds to Contractor for early payment of these materials and equipment. Cash discounts are to be credited to Owner if Owner provides funds for early payment. Make provisions for trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment and reduce the Cost of the Work by these amounts.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. Obtain competitive bids from Subcontractors acceptable to Owner if required by OPT. Bids are to be opened in the presence of Construction Manager and other designated members for OPT. Provide copies of bids to Construction Manager to use in determining, with OPT, which bids are acceptable. The Subcontractor's Cost of the Work and fee are determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01 if the subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee.

4. Supplemental costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work;

   b. Costs of materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site including transportation and maintenance costs related specifically to the Work;

   c. Costs of engineers, architects, testing laboratories, surveyors, employed or retained for services specifically related to the Work.

   d. Actual cost for construction equipment, including the costs of transporting, loading, unloading, assembling, dismantling, and removing construction equipment, whether owned by Contractor or rented from others.

      1) Cost for construction equipment must not exceed the cost shown in the most current edition of the rental rate book named in the Supplemental Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

      2) With respect to Work that is the result of a Change Order, Change Proposal, Claim, Set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

e. Applicable sales, consumer, use, and other similar taxes related to the Work for which Owner is not exempt, and which Contractor pays consistent with Laws and Regulations;

f. Deposits lost for causes other than negligence of Contractor's Team;

g. Royalty payments and fees for permits and licenses;

h. Cost of additional utilities, fuel, and sanitary facilities at the Site;

i. Minor expense items directly required by the Work; and

j. Premiums for bonds and insurance required by the Contract Documents.

D. The Cost of the Work does not include the following administrative costs which are to be covered by the Contractor's fee:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, safety managers, superintendents, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office, for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.C.1.

2. The cost of purchasing, renting or furnishing any tool or equipment whose current price would be less than $500 if purchased new at retail.

3. Office expenses other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the actions of Contractor's Team for the correction of Defective Work, disposal of materials or equipment that do not comply with Specifications, and correcting damage to property.

6. Losses, damages, and related expenses caused by damage to the Work or sustained by Contractor in connection with the performance of the Work. Contractor is entitled to recover costs if covered by Owner's insurance, if applicable. Such losses may include settlements made with the approval of Owner. Do not include these losses, damages, and expenses in the Cost of the Work when determining Contractor's fee.

7. Expenses incurred in preparing and advancing Claims.

8. Any Indemnified Cost paid with regard to Contractor's indemnification of Owner's Indemnitees.

9. Other overhead or general expense costs and the costs of items not described in Paragraph 13.01.C.

E. Contractor's fee is determined in accordance with the Agreement when the Work is performed on a cost-plus basis.

F. Contractor's Fee is determined as follows for Work included in a Change Proposal.

1. Contractor's fee is 15 percent of the costs included in the Cost of the Work per Paragraph 13.01.C.1 for payroll cost and per Paragraph 13.01.C.2 for cost of materials and equipment furnished and incorporated in the Work.

2. Contractor's fee is 5 percent of costs included in the Cost of the Work paid by Contractor for Work performed by Subcontractors per Paragraph 13.01.C.3.

3. No fee will be payable for costs included in the Cost of the Work for supplemental costs per Paragraph 13.01.C.4.

4. Fees are to be determined as follows where one or more tiers of Subcontracts are used:

a. The Subcontractor's fee is 15 percent for costs incurred under Paragraphs 13.01.C (excluding Paragraph 13.01.C.3) for the Subcontractor that performs the Work;

b. The Contractor and Subcontractors of a tier higher than that of the Subcontractor that performs the Work are allowed a fee of 5 percent of the total costs incurred by the next lower tier Subcontractor; and

c. Regardless of the number of subcontractor tiers involved, the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that performs the Work.

G. When a Change Proposal includes additions and credits, the Contractor's fee will be calculated on the sum of costs for each cost category in Paragraph 13.01.C. and applying the appropriate fee from Paragraph 13.01.E. The amount to be credited by Contractor to Owner for any Change Proposal which results in a net decrease in the Cost of Work will be the amount of the actual net decrease in the Cost of Work plus an additional amount equal to 5 percent of the actual net decrease in the Cost of Work.

H. Establish and maintain records in accordance with generally accepted accounting practices and submit these records, including an itemized cost breakdown together with supporting data, in a form and at intervals acceptable to Construction Manager whenever the Cost of the Work is to be determined pursuant to this Paragraph 13.01.

13.02 Allowances

A. Include allowances specified in the Contract Documents in the Contract Price and provide Work covered by the allowance as authorized by Owner through Construction Manager.

B. Contractor agrees that:

1. The cash allowance is used to compensate Contractor for the cost of furnishing materials and equipment for the Work covered by the allowance item in the Contract Documents. Cost may include applicable taxes. Make provisions for trade discounts, rebates, and refunds and reduce the allowance costs by these amounts.

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances; and

3. Costs for cash allowances and installation costs as described in Paragraphs 13.02.B.1 and 13.02.B.2 above are included in the Contract Price.

C. Construction Manager will issue a Change Order to adjust the Contract Price by the difference between the allowance amount and the actual amount paid by Contractor for Work covered by the allowance. The Change Order will be issued at the time costs are incurred by Contractor for Work covered by the allowance and this Work is included on the Application for Payment.

13.03 Unit Price Work

A. The initial Contract Price for Unit Price Work is equal to the sum of the unit price line items in the Agreement. Each unit price line item amount is equal to the product of the unit price for each line item times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparing offers and determining an initial Contract Price. Payments to Contractor for Unit Price Work are to be based on actual quantities measured for Work in place.

C. Each unit price is deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Construction Manager is to determine the actual quantities and classifications of Unit Price Work performed by Contractor to be incorporated into each Application for Payment. Construction Manager's decision on actual quantities is final and binding, subject to the provisions of Paragraph 13.03.E.

E. Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price within 30 days of Construction Manager's decision under Paragraph 13.03.D, if:

1. The total cost of a particular item of Unit Price Work amounts to 20 percent or more of the total Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of an item indicated in the Agreement;

2. There is no corresponding adjustment with respect to other items of Work; and

3. Contractor believes it has incurred additional expense as a result of this condition or if Owner believes that the quantity variation entitles Owner to an adjustment in the Contract Price.

F. Construction Manager will issue a Change Order adjusting estimated quantities to actual quantities to determine the final Contract Price.

13.04 Contingencies

A. Contingency funds may be included in the Contract Price to pay for Work not defined specifically by the Contract Documents that is essential to the completion of the Project. Contingency funds will be as described in the Agreement.

B. The contingency funds may be used for costs incurred by Contractor, provided these costs are approved by Owner. Costs are to be determined and documented in accordance with Paragraph 13.01. The contingency funds are not to be used for the following items:

1. Cost overruns due to changes in material costs after the Contract Price is established, unless specific price escalation provisions are made in the Agreement;
2. Rework required to correct Defective Work;
3. Inefficiencies in completing the Work due to Contractor's selected means, methods, sequences, or procedures of construction;
4. Work Contractor failed to include in the Contract Price;
5. Changes required by changes in Laws and Regulations enacted after the Contract Price is established; or
6. Any Work that does not constitute a change in Scope in the Work included in the Contract Price.

C. Construction Manager is to issue a Change Order for approved expenditures from contingency funds. When the Change Order is issued, the costs are to be added to the Application for Payment. Contractor is to maintain a tabulation showing the contingency amount, adjustments to the contingency amount, and amounts remaining as the Project progresses.

D. Any contingency amounts that are not included in a Change Order are retained by Owner. A Change Order will be issued to deduct unused contingency amounts from the Contract Price prior to Final Payment.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Provide safe access to the Site and the Work for the observation, inspection, and testing of the Work in progress. Contractor can require compliance with Contractor's safety procedures and programs as part of providing safe access.

14.02 Tests, Inspections, and Approvals

A. OPT may retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform inspections. Cooperate with inspection and testing personnel and assist with providing access for required inspections, tests, and handling test specimens or Samples.

B. Arrange for and facilitate inspections, tests, and approvals required by Laws or Regulations of governmental entities having jurisdiction that require Work to be inspected, tested, or approved by an employee or other representative of that entity. Pay associated costs and furnish Construction Manager with the required certificates of inspection or approval.

C. Arrange, obtain, and pay for inspections and tests required:

1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to OPT;

2. To attain OPT's acceptance of materials or equipment to be incorporated in the Work;
3. By manufacturers of equipment furnished under the Contract Documents;
4. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work;
5. For acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work;
6. For re-inspecting or retesting Defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
7. For retesting due to failed tests.

D. Provide independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to OPT to provide these inspections and tests.

14.03 Defective Work

A. It is Contractor's obligation to ensure that the Work is not Defective.

B. OPT has the authority to determine whether Work is Defective and to reject Defective Work.

C. Construction Manager is to notify Contractor of Defective Work of which OPT has actual knowledge.

D. Promptly correct Defective Work.

E. Take no action that would void or otherwise impair Owner's special warranties or guarantees when correcting Defective Work.

F. Pay claims, costs, losses, and damages arising out of or relating to Defective Work, including:

1. Costs for correction, removal, and replacement of Defective Work;
2. Cost of the inspection and testing related to correction of Defective Work;
3. Costs for Design Professional's fees associated with review and approval of design modifications for correction, removal, and replacement of Defective Work.
4. Fines levied against Owner by governmental authorities because of Defective Work; and
5. Costs of repair or replacement of work of others resulting from Defective Work.

14.04 Acceptance of Defective Work

A. Owner may elect to accept Defective Work instead of requiring correction or removal and replacement of Defective Work provided:

1. This acceptance occurs prior to final payment;
2. Design Professional confirms that the Defective Work is in general accordance with the design intent and applicable design principles; and

3. Design Professional confirms that acceptance of the Defective Work does not endanger public health or safety.

B. Owner may impose a reasonable Set-off against payments due under Article 15 for costs associated with OPT's evaluation of Defective Work to determine if it can be accepted and to determine the diminished value of the Work. Owner may impose a reasonable Set-off against payments due under Article 15 if the parties are unable to agree as to the decrease in the Contract Price to compensate Owner for the diminished value of Defective Work accepted. Construction Manager is to issue a Change Order for acceptance of the Defective Work prior to final payment. Pay an appropriate amount to Owner if the acceptance of Defective Work occurs after final payment.

14.05 Uncovering Work

A. OPT has the authority to require inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. Work that is covered prior to approval of Construction Manager must be uncovered for OPT's observation if requested by Construction Manager. Pay for uncovering Work and its subsequent restoration unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the Work and Construction Manager fails to act with reasonable promptness in response to this notice.

C. Provide necessary labor, material, and equipment and uncover, expose, or otherwise make available the portion of the Work suspected of being Defective for observation, inspection, or testing if OPT considers it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others as directed by Construction Manager.

1. Pay for claims, costs, losses, and damages associated with uncovering, exposing, observing, inspecting, and testing if it is found that the uncovered Work is Defective. Pay costs for correction of Defective Work. Pay for reconstruction, repair, or replacement of work of others if it is found that the uncovered Work is Defective.

2. Submit a Change Proposal for an increase in the Contract Price or an extension of the Contract Times directly attributable to this uncovering, exposure, observation, inspection, testing, and reconstruction if the uncovered Work is found to not be Defective.

14.06 Owner May Stop the Work

A. Owner may order Contractor to stop the Work if:

1. The Work is Defective;

2. Contractor fails to supply sufficient skilled workers or suitable materials or equipment; or

3. Contractor performs Work that may fail to conform to the Contract Documents when completed.

B. This stop work order is to remain in effect until the reason for the stop work order has been eliminated. Owner's right to stop the Work does not create a duty to exercise this right for the benefit of Contractor's Team or surety.

14.07 Owner May Correct Defective Work

A. Owner may remedy Defective Work after 7 days' notice to Contractor if Contractor fails to correct Defective Work, or to remove and replace Defective Work as required by OPT;

B. Owner may:

1. Exclude Contractor from the Site;

2. Take possession of the Work and suspend Contractor's services related to the Work; and

3. Incorporate stored materials and equipment in the Work.

C. Allow OPT access to the Site and off-site storage areas to enable Owner to exercise the rights and remedies under this paragraph.

D. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 are to be charged against Contractor as a Set-off against payments due under Article 15. These claims, costs, losses, and damages include costs of repair and the cost of replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's Defective Work.

E. Contractor is not allowed an extension of the Contract Times because of delays in the performance of the Work attributable to the exercise of the Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; FINAL COMPLETION

15.01 Progress Payments

A. Progress payments are to be submitted to Construction Manager on the Application for Payment form provided by Construction Manager following procedures in the Contract Documents.

1. Progress payments for lump sum Work are to be paid based on the earned value to date at the amounts shown in the Schedule of Values submitted as required by Paragraph 2.03. Final payment will be for the total lump sum amount.

2. Progress payments for Unit Price Work are based on the number of units completed as determined under the provisions of Paragraph 13.03.

3. Progress payments for Work to be paid based on the Cost of the Work per Article 13 are to be paid for Work completed by Contractor during the pay period.

B. Reduction in Payment by Owner:

1. Owner is entitled to impose a Set-off against payment based on the following:

a. Claims made against Owner or costs, losses, or damages incurred by Owner related to:

1) Contractor's conduct in the performance of the Work, including workplace injuries, non-compliance with Laws and Regulations, or patent infringement; or

2) Contractor's failure to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site, including workplace injuries, property damage, and non-compliance with Laws and Regulations.

b. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

c. Work is Defective, or completed Work has been damaged by Contractor's Team, requiring correction or replacement;

d. Owner has been required to correct Defective Work or complete Work in accordance with Paragraph 14.07;

e. The Contract Price has been reduced by Change Orders;

f. Events have occurred that would constitute a default by Contractor justifying a termination for cause;

g. Liquidated or other damages have accrued because of Contractor's failure to achieve Milestones, Substantial Completion, or completion of the Work;

h. Liens have been filed regarding the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of these Liens;

i. Owner has been notified of failure to make payments to Subcontractors, Suppliers, or Employees;

j. Failure to submit up-to-date record documents as required by the Contract Documents;

k. Failure to submit monthly Progress Schedule updates or revised schedules as requested by Construction Manager;

l. Failure to provide Project photographs required by the Contract Documents;

m. Failure to provide Certified Payroll required by the Contract Documents;

n. Compensation for OPT for overtime charges of Construction Manager, third review of Shop Drawings, review of substitutions, re-inspection fees, inspections or designs related to correction of Defective Work, or other services identified as requiring payment by Contractor;

o. Costs for tests performed by Owner to verify that Work previously tested and found to be Defective has been corrected;

p. OPT has actual knowledge of the occurrence of events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents with associated cost impacts;

q. Payment would result in an over-payment of the Contract Price; or

r. Other items entitling Owner to a Set-off against the amount recommended.

2. Compensation for services of OPT staff is to be at the rates established in the Supplementary Conditions.

3. Construction Manager is to notify Contractor stating the amount and the reasons for an imposed Set-off. Owner is to pay Contractor amounts remaining after deduction of the Set-off. Owner is to pay the Set-off amount agreed to by Owner and Contractor if Contractor remedies the reasons for the Set-off. Contractor may submit a Change Proposal contesting the Set-off.

C. No payment will be made for Work authorized by a Work Change Directive until the Work Change Directive is incorporated into a Change Order, unless arrangements or interim payments have been included in the Work Change Directive. Payment can be included in an Application for Payment when the Change Order is approved.

D. Owner is to pay the amount of payment recommended by Construction Manager within 30 days after receipt of the Application for Payment and accompanying documentation from Construction Manager.

E. Contractor certifies that all Work, including materials, covered by each Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous payment has been made by Owner, and that the current payment amount shown in this Application for Payment is due.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to the Work, materials, and equipment furnished under the Contract is to pass to Owner free and clear of Liens, title defects, and patent, licensing, copyright, or royalty obligations no later than 7 days after the time of payment by Owner of the Application for Payment which includes these items.

15.03 Substantial Completion

A. Notify Construction Manager when the Work or portion of the Work to be accepted under Paragraph 15.04 is substantially complete and request a Certificate of Substantial Completion.

B. OPT is to inspect the Work after Contractor's notification to determine if the Work is substantially complete. Construction Manager is to either issue the Certificate of Substantial Completion which sets the date of Substantial Completion or notify Contractor of the reasons the Project is not considered to be substantially complete.

C. The OPT and Contractor are to meet to discuss Owner's use or occupancy of the Work following Substantial Completion. Items to be discussed at this meeting include:

1. Review of insurance policies with respect to the end of the Contractor's coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner;

2. Owner's assumption of responsibility for security, operation, protection of the Work, maintenance, and utilities upon Owner's use or occupancy of the Work;

3. Contractor's obligations for operations and maintenance during performance and acceptance testing;

4. Contractor's access to the Site to complete punch list items; and

5. Procedures for correction of Defective Work during the one-year correction period.

15.04 Partial Utilization

A. Owner may use or occupy substantially completed parts of the Work which are specifically identified in the Contract Documents, or which OPT and Contractor agree constitutes a separately functioning and usable part of the Work prior to Substantial Completion of the Work. Owner must be able to use that part of the Work for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. Contractor and OPT are to follow the procedures of Paragraph 15.03 for this part of the Work.

B. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 6.

15.05 Final Inspection

A. OPT is to make a final inspection upon notice from Contractor that the entire Work or portion to be accepted under Paragraph 15.04 is complete. Construction Manager is to notify Contractor of Work determined to be incomplete or Defective. Immediately take corrective measures to complete the Work and correct Defective Work.

B. Notify Construction Manager when the entire Project and ready for Final Payment under Paragraph 15.06 and request a Certificate of Final Completion.

C. OPT is to inspect the Work after Contractor's notification to determine if the Project is complete. Construction Manager is to either issue the Certificate of Final Completion which sets the date of Final Completion or notify Contractor of the reasons the Project is not considered to be complete.

15.06 Final Payment

A. Make application for final payment after completing required corrections identified during the final inspection and delivering items and documents required by the Contract Documents. Provide the following with the final Application for Payment:

1. Consent of Surety to Final Payment acknowledging unsettled disputes; or

2. Affidavit of Payment of Debts and Claims or Affidavit of Release of Liens or furnish receipts or releases from Subcontractors and Suppliers when a payment bond is not required.

B. Construction Manager is to either recommend payment of the final Application for Payment to Owner if OPT is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled or notify Contractor of OPT's reasons for not recommending final payment.

C. The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Construction Manager's recommendation of payment of the final Application for Payment to Owner and the issuance of a Certificate of Final Completion.

D. Owner is to pay the amount of final payment recommended by Construction Manager within 30 days after receipt of the final Application for Payment and accompanying

documentation from Construction Manager; unless additional time is required for approval of a governing board or entity. Payment will be within 30 days of approval by the governing board or entity.

15.07 Waiver of Claims

A. The making of final payment does not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from:

1. Unsettled Liens or claims for non-payment;
2. Defective Work appearing after final inspection pursuant to Paragraph 15.05;
3. Contractor's failure to comply with the terms of special guarantees specified in the Contract Documents;
4. Outstanding Claims or express reservation of rights by Owner; or
5. Contractor's continuing obligations under the Contract Documents.

B. Contractor waives claims and rights against Owner by accepting final payment except for those Claims made in accordance with the provisions of Article 17 and specifically noted in the Certificate of Final Completion.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. Owner may suspend the Work or a portion of the Work for a period of not more than 90 consecutive days, at any time and without cause, by notice to Contractor. This notice fixes the date on which Contractor is to resume Work. Contractor is entitled to adjustments in the Contract Price and Contract Times directly attributable to this suspension. Submit a Change Proposal seeking an adjustment no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of one or more of the following events constitutes a default by Contractor and justifies termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents, including failure to supply sufficient skilled workers or suitable materials or equipment;
2. Failure to adhere to the Progress Schedule;
3. Failure of Contractor to provide a satisfactory replacement bond or insurance in the event either is lost or canceled;
4. Failure of Contractor to maintain financial solvency to adequately complete the Project as indicated by one or more of the following:
    a. A petition of bankruptcy is filed by or against Contractor;
    b. Contractor is adjudged as bankrupt or insolvent;

c. Contractor or surety makes a general assignment for the benefit of creditors;

d. A receiver is appointed for the benefit of Contractor's creditors; or

e. A receiver is appointed because Contractor's insolvency;

5. Contractor's disregard of Laws or Regulations of public bodies having jurisdiction; or

6. Contractor's repeated disregard of the authority of OPT.

B. Contractor and surety must provide adequate assurance of future performance in accordance with the Contract Documents that is satisfactory to Owner if Contractor is believed to be in financial distress due to the existence of one or more of the indicators listed in Paragraph 16.02.A.4. Owner may terminate this Contract if Contractor and surety fail to provide adequate documentation satisfactory to Owner within 10 days of Construction Manager's request for this information.

C. Owner may declare Contractor to be in default, give notice to Contractor and surety that the Contract is terminated, and enforce the rights available to Owner under the performance bond after giving Contractor and surety 10 days' notice that one or more of the events identified in Paragraph 16.02.A has occurred.

D. Owner may exclude Contractor from the Site, take possession of the Work, incorporate the materials and equipment stored and complete the Work as Owner may deem expedient if Owner has terminated the Contract for cause.

E. Owner may elect not to proceed with termination of the Contract under this Paragraph 16.02 if Contractor begins to cure the cause for termination within 7 days of receipt of notice of intent to terminate.

F. Contractor is not entitled to receive further payments until the Work is completed if Owner proceeds as provided in this Paragraph 16.02. The amount of the Contract Price remaining is to be paid to Contractor if the unpaid balance exceeds the cost to complete the Work. This cost to complete the Work may include related claims, costs, losses, damages, and the fees and charges of engineers, architects, attorneys, and other professionals retained by Owner. Pay the difference to Owner if the cost to complete the Work including related claims, costs, losses, and damages exceeds the unpaid balance of the Contract Price. Claims, costs, losses, and damages incurred by Owner are to be reviewed as to their reasonableness and incorporated in a Change Order by Construction Manager. Owner is not required to obtain the lowest price for the Work performed when exercising its rights or remedies under this paragraph.

G. Termination does not affect the rights or remedies of Owner against Contractor or against surety under the payment bond or performance bond. Owner does not release Contractor from liability by paying or retaining money due Contractor.

16.03 Owner May Terminate for Convenience

A. Owner may terminate the Contract without cause after giving 7 days' notice to Contractor of the effective date of termination. Contractor is to be paid for the following if Owner terminates for convenience:

1. Work completed in accordance with the Contract Documents prior to the effective date of termination;

2. Actual costs sustained prior to the effective date of termination for Work in progress, plus a fair and reasonable amount for overhead and profit; fee calculated in accordance with Paragraph 13.01; and

3. Reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor will not be paid for loss of anticipated profits or revenue, post termination overhead costs, or other economic loss arising out of or resulting from this termination.

16.04 Contractor May Stop Work or Terminate

A. Contractor may terminate the Contract and issue a Change Proposal requesting payment from Owner on the same terms as provided in Paragraph 16.03 after 10 days' notice to Construction Manager provided that, through no act or fault of Contractor:

1. The Work is suspended for more than 90 consecutive days by Owner;

2. Construction Manager fails to act on an Application for Payment within 30 days after it is submitted; or

3. Owner fails to pay Contractor sums determined to be due, other than the final payment, within 30 days after payment is recommended by Construction Manager; and

4. OPT does not remedy this suspension or failure within 10 days after receipt of the notice.

B. Contractor may stop Work, without prejudice to other rights or remedies in lieu of terminating the Contract if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed to pay Contractor within 30 days after payment is recommended by Construction Manager. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times for damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. The Owner or Contractor may appeal a Claim, approved or denied in part or in full, by:

1. Electing to invoke the dispute resolution process if one is provided for in the Supplementary Conditions;

2. Agreeing with the other party to submit the dispute to a dispute resolution process; or

3. Notifying the other party of the intent to submit the dispute to a court of competent jurisdiction if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to.

ARTICLE 18 – MISCELLANEOUS

18.01 Computation of Times

A. Exclude the first day and include the last day when determining dates for a period referred to in the Contract Documents by days. The last day of this period is to be omitted from the determination if it falls on a Saturday, Sunday, or a legal holiday.

B. All references and conditions for a calendar day contract in the Contract Documents apply for a Fixed Date Contract. A fixed date contract is one in which the calendar dates for reaching Substantial Completion and/or Final Completion are specified in lieu of identifying the number of calendar days involved.

18.02 Independent Contractor

A. Contractor is to perform its duties under this Contract as an independent contractor. Contractor's Team and their personnel are not considered to be employees or agents of Owner. Nothing in this Agreement is to be interpreted as granting Contractor's Team the right or authority to make commitments for Owner. This Agreement does not constitute or create a joint venture, partnership, or formal business organization of any kind.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available to the Owner or Contractor by these General Conditions are in addition to, and are not a limitation of, the rights and remedies which are otherwise imposed or available by:

1. Laws or Regulations,

2. Special warranties or guarantees, or

3. Other provisions of the Contract Documents.

B. The provisions of this Paragraph 18.03 are as effective as if repeated specifically in the Contract Documents regarding each duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. Owner's Indemnitees are not liable to Contractor for claims, costs, losses, or damages sustained by Contractor's Team associated with other projects or anticipated projects.

18.05 No Waiver

A. The failure of Owner or Contractor to enforce any provision of this Contract does not constitute a waiver of that provision, affect the enforceability of that provision, or the enforceability of the remainder of this Contract.

18.06 Severability

A. If a court of competent jurisdiction renders a part of this Contract invalid or unenforceable, that part is to be severed and the remainder of this Contract continues in full force.

18.07 Survival of Obligations

A. Representations, indemnifications, warranties, guarantees, and continuing obligations required by the Contract Documents survive completion and acceptance of the Work or termination of the Contract.

18.08 No Third-Party Beneficiaries

A. Nothing in this Contract can be construed to create rights in any entity other than the Owner and Contractor. Neither the Owner nor Contractor intends to create third party beneficiaries by entering into this Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents

18.10 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights or interests in the Contract will be binding on the other party without the written consent of the other party. Money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.11 No Waiver of Sovereign Immunity

A. Owner has not waived its sovereign immunity by entering into and performing its obligations under this Contract.

18.12 Controlling Law

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

B. Venue for legal proceedings lies exclusively in the county in which the Owner's home office is located unless specified elsewhere in the Contract Documents.

END OF SECTION

00 73 00 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Section 00 72 00 “General Conditions.” The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below.

The paragraph numbers used in the Supplementary Conditions correspond to the General Condition paragraphs they modify with the prefix "SC" added—for example, “Paragraph SC-4.05.” modifies General Conditions Paragraph 4.05.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

A. The Owner’s Project Team as defined in the Paragraph 1.01.A.45 of the General Conditions consists of the following organizations:

1. Owner:

City of Shawnee, Oklahoma
16 West 9th Street
Shawnee, Oklahoma 74801

2. Design Professional & Construction Manager

Freese & Nichols, Inc.
Corporate Address: 801 Cherry Street Suite 2800
Fort Worth, Texas 76102

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

A. Owner will furnish one printed copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

A. This Supplementary Condition identifies the reports and drawings referenced in Paragraph 5.03 of the General Conditions related to subsurface and physical conditions.

1. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Report Date	Technical Data
None		

2. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawing Title	Drawing Date	Technical Data
None		

3. Copies of reports and drawings may be downloaded from the procurement website.

SC-5.06 Hazardous Environmental Conditions at Site

A. This Supplementary Condition identifies the reports and drawings referenced in Paragraph 5.06 of the General Conditions related to Hazardous Environmental Conditions at the Site.

1. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Report Date	Technical Data
None		

2. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawing Title	Drawing Date	Technical Data
None		

Drawing Title	Drawing Date	Technical Data

3. Copies of reports and drawings may be downloaded from the procurement website.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

A. Supplement Paragraph 13.01.C.4.d.1) by adding the following sentence:

"The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Equipment Watch Cost Recovery Rental Rate Blue Book, ((https://equipmentwatch.com/blue-book-cost-recovery)) or other source as approved by OPT.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; FINAL COMPLETION

SC-15.01 Progress Payments

A. Compensation for services of OPT staff as specified in Paragraph 15.01 will be at the following rates:

Position	Hourly Rate
Principal in Charge	$240
Project Manager/Construction Manager	$210
Project Engineer	$175
Resident Project Representative	$125
Design Engineer	$150
Engineering Technician	$95
Clerk	$75

B. Expenses will be billed at the actual cost multiplied by 1.15.

END OF SECTION

00 73 16 INSURANCE REQUIREMENTS

ARTICLE 1 – GENERAL PROVISIONS

1.01 CONTRACTOR'S INSURANCE

A. Obtain and maintain insurance that complies with this Section with coverage amounts equal to or greater than the amounts specified in Article 2 or greater where required by Laws and Regulations.

B. Coverage is to remain in effect at least until the Work is complete and longer if expressly required elsewhere in this Contract, and when Contractor may be correcting, removing, or replacing Defective Work as a warranty or correction obligation, or returning to the Site to conduct other tasks arising from the Contract.

C. Coverage is to apply with respect to the performance of the Work, whether performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

D. Obtain insurance from companies that are duly licensed or authorized in the State of Oklahoma to issue insurance policies for the required limits and coverages and that have an A.M. Best rating of A-VIII or better.

E. Alternative forms of insurance coverage, including self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not acceptable to meet the insurance requirements of this Contract.

F. Owner will not purchase or maintain insurance to protect the interest of the Contractor, Subcontractors, or others in the Work. Owner does not represent that the insurance coverage and limits established in this Contract are adequate to protect Contractor or the Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that it deems necessary and including the cost of this insurance in the offered Contract Price.

G. Contractor is fully responsible for all losses arising out of, resulting from or connected with operations under this Contract whether or not these losses are covered by insurance. The acceptance of evidence of insurance by the OPT, or others listed as an additional insured, that does not comply with the Contract requirements does not release the Contractor from the requirement to comply with Contract requirements.

H. The required insurance and insurance limits do not limit the Contractor's liability under the indemnities granted to Owner's Indemnitees in the Contract Documents.

I. Do not perform any Work on the Project unless the required insurance policies are in effect. Owner may exclude the Contractor from the Site and exercise Owner's termination rights under the General Conditions if Contractor fails to obtain or maintain the required insurance.

J. Policies must provide a 30-day notice before cancellation, non-renewal or any material change in the policy's terms and conditions as described in Paragraph 1.04D. Contractor is to notify Owner and the additional insured of any notice received within 3 days of receipt

of a notice by Contractor. Contractor is to cease all Work covered by cancelled or non-renewed insurance if suitable coverage is not in place in time to prevent a lapse in coverage. Contractor is solely responsible for any delays associated with lapsed coverage.

K. Owner may elect, but is in no way obligated, to obtain equivalent insurance to protect Owner's interests without prejudice to any other right or remedy if the Contractor fails to obtain or maintain the required insurance. Owner may impose a reasonable set-off against payments to recover the cost of the insurance.

L. Owner's policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's policies to meet any of Contractor's obligations to the Owner, Design Professional, or third parties.

1.02 SUBCONTRACTOR OR SUPPLIER INSURANCE

A. Require Subcontractors to purchase and maintain workers' compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project. Include OPT as additional insureds on Subcontractor's policies in accordance with Paragraph 1.03.

B. Require Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

C. Contractor is liable for all losses that would have been covered by Subcontractor or Supplier insurance if Subcontractor or Supplier fails to provide coverage.

1.03 ADDITIONAL INSURED

A. The following are to be named as an additional insured on all insurance policies, except workers' compensation insurance, builder's risk insurance, and the Contractor's professional liability insurance:

1. **City of Shawnee**
   Attn: **City Clerk**
   16 West 9th Street
   Shawnee, Oklahoma 74801

2. **Freese & Nichols, Inc.**
   Attn: Risk Management
   801 Cherry St. Suite 2800
   Fort Worth, Texas 76102

B. All insurance related notices are to be sent to the addresses listed above.

C. Notify the Owner and additional insured if the Contractor fails to purchase or maintain the insurance required by the Contract Documents.

D. All insurance policies must include a waiver of subrogation in favor of each additional insured.

E. Provide for an endorsement that the "other insurance" clause will not apply to the OPT where the OPT is an additional insured. Contractor's insurance is primary and non-contributory with respect to any insurance or self-insurance carried by the OPT for liability arising out of operations under this Contract.

1.04 EVIDENCE OF INSURANCE

A. Deliver evidence of insurance, in accordance with this Section, to the Owner with the signed Contract Documents to demonstrate that Contractor has obtained the policies, coverages, and endorsements required by the Contract.

1. Continue to provide evidence Contractor is maintaining the required insurance for the duration of the Contract Times and such extended periods as required by the Contract Documents.

2. Provide this evidence of insurance to Owner and each additional insured.

3. Contractor may block out (redact) any confidential premium or pricing information and wording specific to a project or jurisdiction in any policy or endorsement furnished under this paragraph not applicable to this Contract.

B. OPT's failure to demand evidence of insurance or verify the Contractor's full compliance with insurance requirements or failure to identify a deficiency in compliance from the evidence provided is not a waiver of the Contractor's obligation to obtain and maintain the insurance required by the Contract Documents.

C. Provide evidence of insurance acceptable to the Owner with the executed Contract Documents. Provide the following as evidence of insurance:

1. Copy of insurance policies;

2. Certificates of insurance on an acceptable form;

3. Full disclosure of exclusions;

4. Declaration pages, riders, or endorsements to policies;

5. Documentation of deductibles;

6. List of named and additional insureds for each policy; and

7. Evidence that waivers of subrogation are provided on applicable policies.

D. Provide evidence of a requirement in the policy that at least 30 days' notice will be given before cancellation, non-renewal or any material change in the policy's terms and conditions including:

1. Type of coverage provided;

2. Riders or endorsements to policies;

3. Policy limits of coverage;

4. Change in deductible amount;

5. Status of named or additional insured; or

6. Waivers of subrogation.

E. Certificates of Insurance:

1. Submit certificates of insurance meeting the applicable requirements of the applicable state department of insurance. No requirement of this Contract may be interpreted as requiring the issuance of a certificate of insurance on a form that has not first been filed with and/or approved by the applicable state department of insurance.

2. Include the name of the Project in the description of operations box on the certificate of insurance, and the name of each additional insured.

F. Continuing Evidence of Coverage:

1. Provide updated, revised, or new evidence of insurance prior to the expiration of existing policies. A certificate of insurance is acceptable as evidence of renewal of insurance policies, provided no changes are made in the policy originally provided with signed Contract Documents.

2. Provide evidence of continuation of insurance coverage at final payment and for the following 3 years.

ARTICLE 2 – INSURANCE COVERAGE AMOUNTS AND POLICY REQUIREMENTS

2.01 CONTRACTOR'S INSURANCE

A. Workers' Compensation and Employer's Liability Insurance:

1. Purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation, including off-site operations.

2. Provide the following coverage with not less than the minimum limits indicated:

Workers' Compensation and Related Insurance	Policy Limits
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshore)	Statutory
Foreign Voluntary Workers' Compensation (Employer's Responsibility Coverage), if Applicable	Statutory
Employers' Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

B. Commercial General Liability

1. Purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

a. Damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

b. Damages insured by reasonably available personal injury liability coverage; and

c. Damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from the damage.

2. Contractor's commercial general liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form).

a. Provide additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). Equivalent endorsements may be used if Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available.

b. Provide ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Design Professional additional insured.

3. Provide the following coverages and endorsements:

   a. Products and completed operations coverage.

      1) Maintain coverage for 3 years after final payment.

      2) Provide Owner and each other additional insured evidence of continuation of such insurance at final payment and for 3 years thereafter.

   b. Blanket contractual liability coverage, including coverage of Contractor's contractual indemnity obligations in the General Conditions.

   c. Severability of interests and no insured-versus-insured or cross-liability exclusions.

   d. Underground, explosion, and collapse coverage.

   e. Personal injury coverage.

4. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

   a. Modifications of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

   b. Exclusion for water intrusion or water damage.

   c. Provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

   d. Exclusion of coverage relating to earth subsidence or movement.

   e. Exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than workers' compensation).

   f. Limitations or exclusions based on the nature of Contractor's work.

   g. Professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

5. Provide the following coverage with not less than the minimum limits indicated:

Commercial General Liability Insurance	Policy Limits
General Aggregate	$2,000,000
Products – Completed Operations	$1,000,000
Personal and Advertising Injury (Limit per Person)	$1,000,000
Bodily Injury and Property Damage – Each Occurrence	$1,000,000

C. Automobile Liability:

1. Purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis. Coverage can be provided through individual limits for bodily injury and for property damage or a combined single limit covering both bodily injury and property damage.

2. Provide the following coverage with not less than the minimum limits indicated:

Automobile Liability Insurance	Policy Limits
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Combined Single Limit	
Combined Single Limit for Bodily Injury and Property Damage	$1,000,000

D. Umbrella or Excess Liability:

1. Purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs A through C above. The coverage afforded must be at least as broad as that of each underlying policy.

2. Provide the following coverage with not less than the minimum limits indicated:

Umbrella or Excess Liability Insurance	Policy Limits
Each Occurrence	$1,000,000
General Aggregate	$1,000,000

E. Contractor's Pollution Liability Insurance:

1. Purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from the Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after Final Completion.

2. Provide the following coverage with not less than the minimum limits indicated:

Contractor's Pollution Liability Insurance	Policy Limits
Each Occurrence	$1,000,000
General Aggregate	$1,000,000

F. Contractor's Professional Liability Insurance:

1. Purchase and maintain applicable professional liability insurance if Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by

the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The policy must pre-date the commencement of furnishing services on the Project.

2. Provide the following coverage with not less than the minimum limits indicated:

Contractor's Professional Liability Insurance	Policy Limits
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

G. Unmanned Aerial Vehicle Liability Insurance:

1. Purchase and maintain Unmanned Aerial Vehicle (UAV–commonly referred to as drones) liability insurance if Contractor uses UAV at the Site or in support of any aspect of the Work. Insurance must provide coverage for property damage, bodily injury or death, and invasion of privacy.

2. Provide the following coverage with not less than the minimum limits indicated:

Unmanned Aerial Vehicle Liability Insurance	Policy Limits
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

END OF SECTION

01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. Construct Work as described in the Contract Documents.

1. Provide the materials, equipment, and incidentals required to complete the work. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.

1.02 DESCRIPTION OF WORK

A. Work is described in general, non-inclusive terms as:

1. Clearing and grubbing of the project area.
2. Installation of care of water measures (cofferdams, diversions, etc.) as necessary to protect the work and facilitate construction.
3. Construction of access road along the downstream toe.
4. Seed all areas disturbed by construction activities.

1.03 WORK UNDER OTHER CONTRACTS

A. The Owner has no knowledge of work, other than the Work included in this Contract, which may impact construction scheduling, testing, and startup.

1.04 WORK BY OWNER

A. The Owner has no knowledge of work, other than the Work included in this Contract that may impact construction.

B. The Owner plans to perform the following items of work which are not included in this Contract, but may impact construction scheduling, testing, and startup:

Owner	Description
None	

1.05 CONSTRUCTION OF UTILITIES

1. Existing utilities will be used for this Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 26 00 CHANGE MANAGEMENT

PART 1 - GENERAL

1.01 REQUESTS FOR CHANGE PROPOSAL

A. Construction Manager will initiate Modifications by issuing a Request for Change Proposal (RCP).

1. Construction Manager and Design Professional will prepare a description of proposed Modifications.

2. Construction Manager will issue the Request for Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.

3. Return a Change Proposal in accordance with Paragraph 1.02 for evaluation by the Engineer.

1.02 CHANGE PROPOSALS

A. Submit a Change Proposal (CP) to the Construction Manager for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal. Submit the Change Proposal and attach the forms provided by the Construction Manager.

1. Use the Change Proposal form provided by the Construction Manager.

2. Include with the Change Proposal:

a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the Engineer's description of the proposed Modification.

b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.

c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:

1) List of materials and equipment to be installed;

2) Man hours for labor by classification;

3) Equipment used in construction;

4) Consumable supplies, fuels, and materials;

5) Royalties and patent fees;

6) Bonds and insurance;

7) Overhead and profit;

8) Field office costs;

9) Home office cost; and

10) Other items of cost.

d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a

Subcontractor or Supplier. Indicate appropriate Contractor mark ups for Work provided through Subcontractors and Suppliers. Provide the level of detail outlined in the paragraph above for self-performed Work.

e. Submit Change Proposals that comply with the General Conditions for Cost of Work.

f. Provide a revised schedule in accordance with procedures in Specification Section 01 33 05 – Construction Progress Schedule. Show the effect of the change on the Project Schedule and the Contract Times.

B. Submit a Change Proposal to the Construction Manager to request a Field Order.

C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.

1.03 CONSTRUCTION MANAGER WILL EVALUATE THE REQUEST FOR A MODIFICATION

A. Construction Manager will issue a Modification per the General Conditions if the Change Proposal is acceptable to the Owner. Construction Manager will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.

1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.

2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.

a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor's risk.

b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.

B. Contractor may be informed that the Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

1.04 EQUAL NON-SPECIFIED PRODUCTS

A. The products of the listed manufacturers are to be furnished where the Specifications list several manufacturers and do not specifically list "or equal" or "or approved equal" products. Use of any products other than those specifically listed is a substitution. Follow the procedures in Paragraph 1.05 for a substitution.

B. Contractor may submit other manufacturers' products that are in full compliance with the Specifications where Specifications list one or more manufacturers followed by the phrase "or equal" or "or approved equal."

1. Prove that the product is equal. It is not the Engineer's responsibility to prove the product is not equal.

a. Indicate on a point-by-point basis for each specified feature that the product is equal to the Contract Document requirements.

b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the Shop Drawing.

c. The decision of the Design Professional regarding the acceptability of the proposed product is final.

2. Provide a certification that, in furnishing the proposed product as an equal, the Contractor:

a. Has thoroughly examined the proposed product and has determined that it is equal or superior in all respects to the product specified.

b. Has determined that the product will perform in the same manner and result in the same process as the specified product.

c. Will provide the same warranties and/or bonds as for the product specified.

d. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the product into the construction and will waive all claims for additional Work which may be necessary to incorporate the product into the Project which may subsequently become apparent.

e. Will maintain the same time schedule as for the specified product.

C. A Change Proposal is not required for any product that is in full compliance with the Contract Documents. If the product is not in full compliance, it may be offered as a Substitution.

1.05 SUBSTITUTIONS

A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product. Submit a Change Proposal per Paragraph 1.02 to request approval of a substitution.

B. Prove that the product is acceptable as a substitute. It is not the Design Professional's responsibility to prove the product is not acceptable as a substitute.

1. Indicate on a point-by-point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.

2. Make a direct comparison with the specified Suppliers published data sheets and available information. Provide this printed material with the Change Proposal.

3. The decision of the Design Professional regarding the acceptability of the proposed substitute product is final.

C. Provide a certification that, in making the substitution request, the Contractor:

1. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product;

2. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the manufacturer of the specified product;
3. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the Project and will waive all claims for additional Work which may be necessary to incorporate the substituted product into the Project which may subsequently become apparent; and
4. Will maintain the same time schedule as for the specified product.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 00 APPLICATION FOR PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Applications for Payment for completed Work and for materials and equipment in accordance with the General Conditions, the Supplementary Conditions, the Agreement, and this Section. The Contract Price is to include costs for:

1. Providing the Work in accordance with the Contract Documents;
2. Installing Owner furnished equipment and materials, if any;
3. Providing Work for alternates and allowances, if any;
4. Providing Work for extra work items, if any and if authorized
5. Commissioning, startup, training, and initial maintenance and operation;
6. Acceptance testing at the manufacturer's facilities or at the Site;
7. All home office overhead costs and expenses, including profit made directly or indirectly from the Project;
8. Project management, contract administration, and field office and field operations staff including supervision, clerical support, and technology system support;
9. Professional services including design fees, legal fees, and other professional services;
10. Bonds and insurance;
11. Permits, licenses, patent fees, and royalties;
12. Taxes;
13. Providing all documentation and Samples required by the Contract Documents;
14. Facilities and equipment at the Site including:
    a. Field offices, office furnishings, and all related office supplies, software, and equipment,
    b. Storage facilities for Contractor's use and storage facilities for stored materials and equipment including spare parts storage,
    c. Shops, physical plant, construction equipment, small tools, vehicles, and technology and telecommunications equipment,
    d. Safety equipment and facilities to provide safe access and working conditions for workers and for others working at the Site,
    e. Temporary facilities for power and communications,
    f. Potable water and sanitation facilities, and
    g. Mobilization and demobilization for all these facilities and equipment.
15. Products, materials, and equipment stored at the Site or other suitable location in accordance with Section 01 31 00 "Project Management and Coordination";

16. Products, materials, and equipment permanently incorporated into the Project;
17. Temporary facilities for managing water including facilities for pumping, storage, and treatment as required for construction and protection of the environment;
18. Temporary facilities for managing environmental conditions and Constituents of Concern;
19. Temporary facilities such as sheeting, shoring, bracing, formwork, embankments, storage facilities, working areas, and other facilities required for construction of the Project;
20. Temporary and permanent facilities for protection of all overhead, surface, or underground structures or features;
21. Temporary and permanent facilities for removal, relocation, or replacement of any overhead, surface, or underground structures or features;
22. Products, materials, and equipment consumed during the construction of the Project;
23. Contractor labor and supervision to complete the Project including that provided through Subcontractors or Suppliers;
24. Correcting Defective Work during the Contract Times, during the Correction Period, or as required to meet any warranty provision of the Contract Documents;
25. Risk associated with weather and environmental conditions, startup, and initial operation of facilities including equipment, processes, and systems;
26. Contractor safety programs, including management, administration, and training;
27. Maintenance of facilities including equipment, processes, and systems until operation is transferred to Owner;
28. Warranties, extended or special warranties, or extended service agreements;
29. Cleanup and disposal of any and all surplus materials; and
30. Demobilization of all physical, temporary facilities not incorporated into the Project.

B. Include the cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price.

C. Provide written approval of the surety company providing performance and payment bonds for the Schedule of Values, Application for Payment form, and method of payment prior to submitting the first Application for Payment. Submit approval using the “Consent of Surety Company to Payment Procedures” form provided by the Construction Manager. Payment will not be made without this approval.

D. Construction Manager may withhold processing the Applications for Payment if any of the following processes or documentation is not up to date:
   1. Progress Schedule per Section 01 33 05 “Construction Progress Schedule.”
   2. Project videos and photographs per Section 01 33 06 “Graphic Documentation.”
   3. Record Documents per Section 01 31 13 “Project Administration.”

1.02 SCHEDULE OF VALUES

A. Divide the Contract Price into an adequate number of line items to allow more accurate determination of the earned value for each line item when evaluating progress payments. Submit a detailed Schedule of Values for the Project at least 10 days prior to submitting the first Application for Payment using forms provided by the Construction Manager.

B. Do not apply for payment until the Schedule of Values has been approved by the Construction Manager.

C. Divide the cost associated with each line item in the Schedule of Values into installation and materials components.

1. Installation cost is to include all cost associated with the line item except materials cost.

2. Materials cost is the direct cost (as verified by invoice values) for products, materials, and equipment to be permanently incorporated into the Project associated with the line item.

3. Installation cost is to include all direct costs and a proportionate amount of the indirect costs for the Work associated with each line item. Include costs not specifically set forth as an individual payment item but required to provide a complete and functional system.

4. The sum of materials and installation costs for all line items must equal the Contract Price.

D. Use each unit price line item in the Agreement as a line item in the Schedule of Values. The sum of materials and installation costs for each line item for unit price contracts must equal the value of the line item in the Agreement. In addition to the installation cost described in Paragraph 1.02C.3, installation costs for unit price items are to include costs for waste and overages.

1. Installation and materials cost may be left as a single installation component if:

a. Contractor does not intend to request payment for stored materials for that line item; or

b. Work in the line item will be completed within a single payment period.

2. Provide adequate detail to allow a more accurate determination of the earned value for installation costs, expressed as a decimal fraction of Work completed, for each line item.

3. Installation cost line items may not exceed $50,000.00. Items that are not subdivided into smaller units may only be included in the Application for Payment when Work on the entire unit is complete.

4. Lump sum items may be divided into an estimated number of units to estimate earned value. The estimated number of units times the cost per unit must equal the lump sum amount for that line item.

5. Include Contractor’s overhead and profit in the installation costs each line item in proportion to the value of the line item to the Contract Price.

6. Include cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price for each item.

7. Line items may be used to establish the value of Work to be added or deleted from the Project.

E. Include a breakdown of both mobilization and demobilization costs in the Schedule of Values. The total cost for both mobilization and demobilization may not exceed 5 percent of the total Contract Price. Payment for mobilization and demobilization will be based on the earned value of Work completed. Payment for these costs will only be made for Work completed for the following:

1. Bonds and insurance;

2. Transportation and setup for equipment;

3. Transportation and/or erection of all field offices, sheds, and storage facilities;

4. Salaries for preparation of documents required before the first Application for Payment; and

5. Salaries for field personnel directly related to the mobilization of the Project.

1.03 SCHEDULE OF ANTICIPATED PAYMENTS

A. Submit a schedule of the anticipated Application for Payments showing the anticipated application numbers, submission dates, and the amount to be requested for each Application for Payment on the form provided by the Construction Manager.

B. Update the schedule of anticipated payments as necessary to provide a reasonably accurate indication of the funds required to make payments each month to the Contractor for Work performed.

1.04 ALTERNATES, ALLOWANCES, AND EXTRA WORK ITEMS

A. Include line items and amounts for specified alternate Work and allowances for Work in the Agreement, if any, and as described in Section 01 23 10 “Alternates and Allowances.”

B. Include line items and amounts for Extra Work items in the Agreement, if any, and as described in Section 01 29 01 “Measurement and Basis for Payment.”

1.05 RETAINAGE AND SET-OFFS

A. Retainage will be withheld from each Application for Payment per the Agreement.

B. Reduce payments for set-offs per the General Conditions as directed by the Construction Manager.

1.06 PROCEDURES FOR SUBMITTING AN APPLICATION FOR PAYMENT

A. Submit a draft Application for Payment to the Construction Manager each month at least 10 days before the date established in the Agreement for Owner to make progress payments. Do not submit Applications for Payment more often than monthly. Review the

draft Application for Payment with the Construction Manager to determine concurrence with:

1. Values requested for materials and equipment, stored or incorporated into the Project as documented by invoices;
2. The earned value for installation costs for each line item in the Application for Payment form expressed as a percent complete for that line item;
3. The quantity of Work completed for each unit price item;
4. Amount of retainage to be held; and
5. Set-offs included in the Application for Payment.

B. Submit Applications for Payment to the Construction Manager after agreement has been reached on the draft Application for Payment with the Construction Manager.

C. Provide all information requested in the Application for Payment form. Do not leave any blanks incomplete. If information is not applicable, enter "N/A" in the space provided.

1. Number each application sequentially and include the dates for the application period.
2. Complete the "Contract Time Summary" section on the Application for Payment form. If the Final Completion date shows the Project is more than 30 days behind schedule, revise the Schedule of Anticipated Payments to correspond to the updated schedule required per Section 01 33 05 "Construction Progress Schedule."
3. Complete the "Summary of Earned Value and Set-offs" section on the Application for Payment form. Show the total amounts for earned value of original Contract performed, earned value for Work on approved Contract Amendments and Change Orders, retainage and set-offs.
4. Sign and date the Contractor's Certification on the Application for Payment form that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.
5. Include "Attachment A - Tabulation of Earned Value of Original Contract Performed" to show the value of materials stored and successfully incorporated into the Project and the earned value for installation of the Work for each line item in the Application for Payment for Work. Attachment A includes Work on the original Contract Price and on approved Contract Amendments and Change Orders.
6. Include "Attachment B - Tabulation of Values for Materials and Equipment" to track invoices used to support amounts requested as materials in Attachment A. Enter materials to show the amount of the invoice assigned to each item in Attachment A if an invoice includes materials used on several line items.
7. Include "Attachment C - Summary of Set-offs" to document set-offs made per the Contract Documents. Show each set-off as it is applied. Show a corresponding line item to reduce the set-off amount if a payment held by a set-off is released for payment.

8. Include “Attachment D - Retainage Calculation” to show method for calculating retainage. The amount of retainage with respect to progress payments is stipulated in the Agreement. Any request for a reduction in retainage must be accompanied by a Consent of Surety to Reduction or Partial Release of Retainage.

9. Include “Attachment E - EVA Calculation” and the EVA Chart showing the anticipated and actual total earned value of fees, Work, and materials. Create a graphic representation (curve) of the anticipated progress on the Project each month. Compare the anticipated cumulative total earned value of fees, Work, and materials to the actual total earned value of fees, Work, and materials to determine performance on budget and schedule. Adjust the table and curve to incorporate Modifications.

D. Submit attachments in Portable Document Format (PDF).

1. Generate attachments to the Application for Payment using the Excel spreadsheet provided by the Construction Manager.

2. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

1.07 ADJUSTMENTS TO THE SCHEDULE OF VALUES IN THE APPLICATION FOR PAYMENT

A. Submit a Change Proposal to request any changes to the Schedule of Values incorporated into the Application for Payment once approved. A Field Order will be issued by the Construction Manager to modify the Application for Payment form if approved.

B. Payment for materials and equipment shown in the Application for Payment will be made for the total of associated invoice amounts, up to the value shown for materials in the Application for Payment for that line item.

1. If the total amount for invoices for materials and equipment for a line item are less than the amount shown for the materials component of that line item in the Application for Payment, and it can be demonstrated that no additional materials or equipment are required to complete Work described in that item, the difference between the total invoice for materials and equipment and the materials component for that line item can be added to the installation component of that Work item.

2. Costs for material and equipment in excess of the value shown in the Schedule of Values may not be paid for under other line items.

1.08 CONSTRUCTION MANAGER’S RESPONSIBILITY

A. Construction Manager will review each draft Application for Payment with Contractor to reach an agreement on the amount to be recommended to Owner for payment. Contractor is to revise the Application for Payment to incorporate changes, if any, resulting from this review process.

B. Construction Manager will review the Application for Payment to determine that the Application for Payment has been properly submitted and is in accordance with the agreed to draft Application for Payment.

C. Construction Manager will either recommend payment of the Application for Payment to Owner or notify the Contractor of the reasons for not recommending payment. Contractor

may make necessary corrections and resubmit the Application for Payment. Construction Manager will review resubmitted Application for Payment and reject or recommend payment of the Application for Payment to Owner as appropriate.

D. Construction Manager's recommendation of the Application for Payment constitutes a representation that based on its experience and the information available:

1. The Work has progressed to the point indicated;
2. The quality of the Work is generally in accordance with the Contract Documents; and
3. Requirements prerequisite to payment have been met.

E. This representation is subject to:

1. Further evaluation of the Work as a functioning whole;
2. The results of subsequent tests called for in the Contract Documents; or
3. Any other qualifications stated in the recommendation.

F. Construction Manager does not represent by recommending payment that:

1. Inspections made to check the quality or the quantity of the Work as it was performed were exhaustive or extended to every aspect of the Work in progress; or
2. Other matters or issues that might entitle Contractor to additional compensation or entitle Owner to withhold payment to Contractor exist.

G. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of payment imposes responsibility on the Construction Manager or Owner:

1. To supervise, direct, or control the Work;
2. For the means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs;
3. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
4. To make examinations to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price; or
5. To determine that title to the Work, materials, or equipment has passed to Owner free and clear of Liens.

1.09 FINAL APPLICATION FOR PAYMENT

A. Include adjustments to the Contract Price in the final Application for Payment for:

1. Approved Change Orders and Contract Amendments;
2. Allowances not previously adjusted by Change Order;
3. Deductions for Defective Work that have been accepted by the Owner;
4. Penalties and bonuses;
5. Deduction for all final set-offs; and

6. Other adjustments if needed.

B. Construction Manager will prepare a final Change Order reflecting the approved adjustments to the Contract Price which have not been covered by previously approved Change Orders and, if necessary, to reconcile estimated unit price quantities with actual quantities.

C. Submit the final Application for Payment per the General Conditions, including the final Change Order. Provide the following with the final Application for Payment:

1. Evidence of payment or release of Liens on the forms provided by the Construction Manager and as required by the General Conditions.

2. Consent from surety to final payment.

D. Final payment will also require additional procedures and documentation per Section 01 70 00 “Execution and Closeout Requirements.”

1.10 PAYMENT BY OWNER

A. Owner is to pay the amount recommended for monthly payments within 30 days after receipt of the Construction Manager’s recommended Application for Payment.

B. Final payment may take longer than 30 days since the Owner’s Council must approve final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

PART 1 - GENERAL

1.01 PAYMENT FOR MATERIALS AND EQUIPMENT

A. Payment will be made for materials and equipment materials properly stored and successfully incorporated into the Project less the specified retainage.

B. Provide a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of Liens. Provide documentation of payment for materials and equipment with the next Application for Payment. Remove items from the tabulation of materials and equipment if this documentation is not provided with the next Application for Payment.

C. Provide evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest.

D. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until final acceptance in accordance with the General Conditions.

E. Payment for materials and equipment does not constitute acceptance of the product.

1.02 MEASUREMENT AND BASIS FOR PAYMENTS ON LUMP SUM ITEMS

A. Measurement for progress payments is the invoice value for stored materials and the earned value for all other cost for constructing each item. Earned value is expressed as the value of the Work completed divided by the total value of installation cost. The total amount paid will be equal to the total lump sum amount for that item.

1.03 MEASUREMENT AND BASIS FOR PAYMENTS ON UNIT PRICE ITEMS

A. Measure the Work using the unit of measure indicated in this Section for each unit price line item. Payment will be made only for the actual measured unit and/or computed length, area, solid contents, number, and weight unless other provisions are made in the Contract Documents. Payment on a unit price basis will not be made for Work outside dimensions shown in the Contract Documents.

B. Payment will be made for the actual quantity of Work completed and for materials and equipment stored during the payment period. Payment amount is the Work quantity measured per Paragraph A above multiplied by the unit price for that line item in the Agreement.

1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS

A. **Bid Item No. 1 – Mobilization and Demobilization:**

1. Measurement: No measurements are required for this bid item.

2. Payment: Payment for this item shall be made at the lump sum price bid for "Mobilization and Demobilization," which payment shall constitute full compensation for labor, equipment, tools, and incidentals necessary for the mobilization and

demobilization of equipment and supplies at the project site in preparation for beginning work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, material, supplies, etc. to the project site and the establishment of office and other facilities necessary prior to beginning work. Demobilization shall include, but is not limited to, the removal of equipment, material, supplies, office, and other facilities from the project site.

3. Partial payments for the lump sum bid for "Mobilization and Demobilization" will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum for Mobilization and Demobilization.

    a. When 1% of the adjusted contract amount for construction is earned, 50% of the mobilization and demobilization lump sum bid will be paid.

    b. When 5% of the adjusted contract amount for construction is earned, 75% of the mobilization and demobilization lump sum bid will be paid. Previous payment under this item will be deducted from the above amount.

    c. When 10% of the adjusted contract amount for construction is earned, 90% of the mobilization and demobilization lump sum bid will be paid. Previous payments under this item will be deducted from the above amount.

    d. Upon completion of all work under this contract, payment for the remainder of the lump sum bid for "Mobilization and Demobilization" will be made.

4. The amount bid for "Mobilization and Demobilization" shall not exceed five percent (5%) of the total amount bid exclusive of this item.

B. **Bid Item No. 2 – Care of Water during Construction:**

1. Measurement: No measurements are required for this bid item.

2. Payment: shall be made at the lump sum bid price for "Care of Water", which shall constitute full compensation for all costs of furnishing the labor, equipment, and materials for any cofferdams, temporary diversions/bypass and drainage channels, installing pumps and other equipment as required, maintaining the work free from water, and removing the temporary protective works, as described in 31 23 19.01 "Care of Water During Construction".

3. Partial payments will be made based upon the number of contract days completed as a proportion of the total time of completion as scheduled by the contractor or percent complete based on engineer-approved schedule of values.

C. **Bid Item No. 3 – Erosion and Sedimentation Controls:**

1. Measurement: No measurements are required.

2. Payment: Payment for this item shall be made at the lump sum price bid for "Erosion and Sedimentation Controls", which payment shall constitute full compensation for all costs of furnishing the labor, equipment, and materials for limiting the amount of sediment from ingress/egress roads, haul roads, parking areas, stock piles, earthfill and excavation activities, and other pollution sources created by the contractor, including all works required to implement the Storm Water Pollution Prevention Plan, as described in Section 01 57 23 "Temporary Stormwater Pollution Control."

3. Partial payments will be made based upon the number of contract days completed as a proportion of the total time of completion as scheduled by the contractor or percent complete based on engineer-approved schedule of values.

D. **Bid Item No. 4 – Clearing and Grubbing:**

1. Measurement: shall be made by the nearest 0.1 acre (AC). Areas shall be measured based on the horizontal projection of the area complete with no adjustments for sloped surfaces.

2. Payment: shall be made at the unit price bid per acre for "Clearing and Grubbing", which payment shall constitute full compensation for labor, equipment, tools, and incidentals necessary to complete the work specified herein, including refilling of depressions and stripping excavation, as described in Section 31 11 00.13 "Clearing and Grubbing" and Section 35 73 13.13 "Excavation". Payment shall also include fine grading for all cleared surfaces in preparation for seeding operations.

E. **Item No. 5 – Seeding:**

1. Measurement: shall be made by the nearest 0.1 acre (AC). Areas shall be measured based on the horizontal projection of the area complete with no adjustments for sloped surfaces.

   a. No measurement shall be made of the work required by the Contractor to develop and maintain the source of grass or the grassed areas in a good, useable, living, weed free, condition including watering, mowing, and fertilizing.

2. Payment: shall be made at the unit price bid per acre, which shall constitute full compensation for providing labor, equipment, materials, water, fertilizer, and weed control and for maintaining the slopes and areas to receive grassing, , seeding, mulching, watering, fertilizing, mowing if required, and maintaining the areas until final acceptance has been made and other work necessary and incidental to work item, as described in Section 31 25 13.14 "Grass for Erosion Control".

   a. Partial payment of 50% shall be made upon completion of seeding, an additional 25% of the total payment shall be made when 80% grass coverage is obtained. The remaining 25% shall be made on final acceptance of the entire project.

F. **Item No. 6 – Access Road:**

1. Measurement: shall be made by the nearest cubic yard (CY) of aggregate necessary to construct an access road along the dam to facilitate clearing and grubbing operations.

2. Payment: Payment shall be made at the applicable contract unit price bid per cubic yard which shall constitute full compensation for providing labor, equipment, materials, aggregate, corrugated polyethylene pipe culverts, geotextiles to construct an access road. Geotextile shall not be measured separately for payment in this bid item. Payment shall be made upon completion of the access road and approval from the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish resources required to complete the Project in accordance with the Contract Documents and within the Contract Times.

B. Construct Project in accordance with current safety practices.

C. Manage Site to allow access to Site and control construction operations.

D. Construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.

E. Provide temporary controls for pollution, management of water, and management of excess earth as required in Section 01 57 00 “Temporary Controls.”

1.02 STANDARDS

A. Perform Work to comply with:

1. Requirements of the Contract Documents;

2. Laws and Regulations; and

3. Specified industry standards.

1.03 SUBMITTALS

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

B. Provide copies of Supplier’s printed storage instructions prior to furnishing materials or products and installation instructions prior to beginning the installation. Maintain one copy of these documents at the site of the Work until the Project is complete. Incorporate this information into submittals.

C. Incorporate field notes, sketches, recordings, and computations made by the Contractor in Record Drawings per Section 01 31 13 “Project Administration.”

1.04 PERMITS

A. Obtain environmental permits required for construction at the Site.

B. Provide required permits for transporting heavy or oversized loads.

C. Provide other permits required to conduct any part of the Work.

D. Arrange for inspections and certification by agencies having jurisdiction over the Work and include the cost for these inspections and certifications in the Contract Price.

E. Make arrangements with private utility companies and pay fees associated with obtaining services or inspections.

F. Retain copies of permits and licenses at the Site and comply with all regulations and conditions of the permit or license.

1.05 SAFETY REQUIREMENTS

A. Assume sole responsibility for safety at the site of the Work. Manage safety to protect the safety and welfare of persons at the Site.

B. Provide safe access to move through the Site. Provide protective devices to warn and protect from hazards at the Site.

C. Provide safe access for those performing tests and inspections.

D. Maintain a supply of personal protective equipment for visitors to the Site.

E. Comply with latest provisions of the Occupational Health and Safety Administration (OSHA) and other Laws and Regulations.

F. Cooperate with accident investigations. Provide two copies of all reports, including insurance company reports, prepared concerning accidents, injuries, or deaths related to the Project to the Construction Manager as Record Data per Section 01 31 13 “Project Administration.”

1.06 ACCESS TO THE SITE

A. Maintain access to the Site at all times. Do not obstruct roads or entrances. Provide safe access for normal operations during construction.

B. Provide adequate and safe access for inspections. Construct additional safe access if required for inspections.

C. Provide security at the site of the Work as necessary to protect against vandalism and loss by theft.

D. Use roadways for construction traffic only with written approval of the appropriate representatives of each entity. Obtain written approval to use roads to deliver heavy or oversized loads to the Site. Furnish copies of the written approvals to the Construction Manager as Record Data per Section 01 31 13 “Project Administration.”

1.07 CONTRACTOR’S USE OF THE SITE

A. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Construction Manager. Coordinate the use of the Site with the Construction Manager.

B. Provide security at the Site as necessary to protect against vandalism and loss by theft.

C. Park construction equipment in designated areas only and provide spill control measures as discussed in Section 01 57 00 “Temporary Controls.”

D. Park employees’ vehicles in designated areas only established within the Work Limits as shown on the Drawings.

E. Obtain written permission of the property owner before entering privately-owned land outside of the Owner’s property, rights-of-way, or easements.

F. Cooperate with public and private agencies with facilities operating within the limits of the Project. Provide 48 hours’ notice to any applicable agency when Work is anticipated to

proceed in the vicinity of any facility by using Oklahoma one-call notification system, OKIE at 811 or 1800-522-OKIE and always call before you dig.

G. Conduct of Contractor's or Subcontractor's Employees:

1. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.

2. Do not allow the use of offensive language or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.

3. Require workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, or any exceedingly torn, ripped, or soiled clothing to be worn on the Site.

4. Do not allow the use, possession, concealment, transportation, promotion, or sale of the following prohibited items anywhere on the Site:

   a. Firearms (including air rifles and pistols and BB or pellet guns) and ammunition;

   b. Bows, crossbows, arrows, bolts, or any other projectile weapons;

   c. Explosives of any kind, including fireworks;

   d. Illegal knives;

   e. Other weapons prohibited by state Laws and Regulations; and

   f. Any other item that has been designed or intended to be used as a weapon.

   No exceptions will be made for the possession of a firearm by a person that has a valid state-issued license to carry a firearm. Remove any of the prohibited items listed above from the Site immediately and permanently. Any person found to be in possession of any prohibited item must also be removed from the Site and may be reported to local law enforcement.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Examine the Site and review the available information concerning the Site. Locate utilities, underground facilities, and existing structures. Verify the elevations of the structures adjacent to excavations. Report any discrepancies from information in the Contract Documents to the Construction Manager before beginning construction.

B. Determine if existing structures, poles, piping, or other utilities at excavations will require relocation or replacement. Prepare a Plan of Action per Section 01 31 13 "Project Administration." Coordinate Work with local utility company and others for the relocation or replacement.

C. Protect utilities, underground facilities and existing structures unless they are shown to be replaced or relocated on the Drawings. Restore damaged items to the satisfaction of the Owner and utility or property owner.

D. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless required by the Contract Documents or approved by the Construction Manager. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines, or other obstructions.

E. Protect existing trees and landscaping at the Site. Mark trees that may be removed during construction and review with the Construction Manager for approval before removing. Protect trees to remain from damage limiting activity, including stockpiling of materials within the drip line of the tree.

1.09 DISRUPTION TO SERVICES/CONTINUED OPERATIONS

A. Owner's facilities are to continue in service as usual during the construction unless noted otherwise. Owner or utilities must be able to operate and maintain the facilities. Keep disruptions to existing utilities, piping, process piping, or electrical services to a minimum.

1. Do not restrict access to critical valves, operators, or electrical panels.

2. Do not store material or products inside structures unless authorized by the Construction Manager.

3. Limit operations to the minimum amount of space needed to complete the specified Work.

B. Provide a Plan of Action in accordance with Section 01 35 00 "Special Procedures" if facilities must be taken out of operation.

1.10 FIELD VERIFICATION

A. Perform complete field measurements prior to purchasing products or beginning construction for products required to fit existing conditions.

B. Verify property lines, control lines, grades, and levels indicated on the Drawings.

C. Verify pipe class, equipment capacities, existing electrical systems, and power sources for existing conditions.

D. Include field measurements in Record Documents as required in Section 01 31 13 "Project Administration."

1.11 REFERENCE DATA AND CONTROL POINTS

A. Construction Manager will provide the following control points:

1. Base line or grid reference points for horizontal control.

2. Benchmarks for vertical control.

B. Locate and protect control points prior to starting the Work and preserve permanent reference points during construction. Designated control points may be on an existing structure or monument. Do not change or relocate points without prior approval of the Construction Manager. Notify Construction Manager when a reference point is lost, destroyed, or requires relocation. Replace Project control points on the basis of the original survey. Control points or benchmarks damaged, disturbed or destroyed as a result of the

Contractor's negligence will be restored by the Construction Manager. Owner will impose a set-off as compensation for the effort required.

C. Provide complete engineering layout of the Work needed for construction.

1. Provide competent personnel. Provide equipment including accurate surveying instruments, stakes, platforms, tools, and materials.

2. Provide surveying with accuracy meeting the requirements established for Subchapter 13 Minimum Standards for Land Surveying as established in the By-Laws of the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, latest revision.

3. Provide Record Data per Section 01 31 13 "Project Administration" and measurements per standards.

1.12 DELIVERY AND STORAGE

A. Deliver products and materials to the Site in time to prevent delays in construction.

B. Deliver packaged products to Site in original undamaged containers with identifying labels attached. Open cartons as necessary to check for damage and to verify invoices. Reseal cartons and store properly until used. Leave products in original packages or other containers until installed. If original packages or containers are damaged, repackage in containers and include packing slips, labels and other information from the original packaging.

C. Deliver products that are too large to fit through openings to the Site in advance of the time enclosing walls and roofs are erected. Set in place, raised above floor on cribs or pallets.

D. Assume full responsibility for the protection and safekeeping of products stored at the Site.

E. Store products at locations acceptable to the Construction Manager and to allow Owner access to maintain and operate existing facilities.

F. Store products in accordance with the Supplier's storage instructions immediately upon delivery. Leave seals and labels intact. Arrange storage to allow access for maintenance of stored items and for inspection. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

G. Provide additional storage areas as needed for construction. Store products subject to damage by elements in substantial weather-tight enclosures or storage sheds. Provide and maintain storage sheds as required for the protection of products. Provide temperature, humidity control, and ventilation within the ranges stated in the Supplier's instructions. Remove storage facilities at the completion of the Project.

H. Protect the pipe interior. Keep all foreign materials such as dirt, debris, animals, or other objects of out of the pipe during the Work.

I. Provide adequate exterior storage for products that may be stored out-of-doors.

1. Provide substantial platforms, blocking, or skids to support materials and products above ground which has been sloped to provide drainage. Protect products from soiling or staining.

2. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet materials. Provide ventilation to prevent condensation below covering.

3. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.

4. Provide surface drainage to prevent erosion and ponding of water.

5. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.

6. Pipes and conduits stored outdoors are to have open ends sealed to prevent the entrance of dirt, moisture, and other injurious materials. Protect PVC pipe from ultraviolet light exposure.

7. Store products to prevent wind damage.

J. Replace any stored item damaged by inadequate protection or environmental controls.

K. Payment may be withheld for any products not properly stored.

1.13 CLEANING DURING CONSTRUCTION

A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from disbursing into the atmosphere.

B. Clean the Site as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers at the Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.

C. Comply with Laws and Regulations. Remove waste materials, rubbish, and debris from the Site and legally dispose of these at public or private disposal facilities.

1.14 MAINTENANCE OF ROADS, DRIVEWAYS, AND ACCESS

A. Maintain roads and streets in a manner that is suitable for safe operations of public vehicle during all phases of construction unless the Owner approves a street closing. Do not close public roads overnight. Coordinate and arrange for emergency vehicle access when streets are to be closed.

B. Submit a Notification by Contractor for Owner’s approval of a street closing. The request must state:

1. The reason for closing the street.

2. How long the street will remain closed.

3. Procedures to be taken to maintain the flow of traffic.

4. Do not close public roads overnight.

C. Obtain permits and permissions of the entity that owns the road prior to any Work and provide a copy of the permit or permission Record Data per Section 01 31 13 “Project Administration.”

D. Construct temporary detours, including by-pass roads around construction, with adequately clear width to maintain the free flow of traffic at all times. Maintain barricades, signs, and safety features around the detour and excavations. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

E. Assume responsibility for any damage resulting from construction along roads or drives.

1.15 BLASTING

A. Blasting is not allowed for any purpose.

1.16 ARCHAEOLOGICAL REQUIREMENTS

A. Cease operations immediately and contact the Owner for instructions if historical or archaeological artifacts are found during construction.

B. Conduct all construction activities to avoid adverse impact of the sites where significant historical or archaeological artifacts are found or identified as an area where other artifacts could be found.

1. Obtain details for working in these areas from regulatory agencies.

2. Maintain confidentiality regarding the site(s) of artifacts.

3. Adhere to the requirements of applicable local, state, and federal Laws and Regulations.

4. Notify the Construction Manager and any local, state, or federal agency as required by applicable Laws and Regulations.

C. Do not disturb archaeological sites.

1. Obtain the services of a qualified archaeological specialist to instruct construction personnel on how to identify and protect archaeological finds on an emergency basis.

2. Coordinate activities to permit archaeological work to take place within the area.

a. Attempt to archaeologically clear areas needed for construction as soon as possible.

b. Provide a determination of priority for such areas.

D. Assume responsibility for any unauthorized destruction that might result to such sites by construction personnel, and pay all penalties assessed by state or federal agencies for non-compliance with these requirements.

E. Contract Times will be modified to compensate for delays caused by such archaeological finds. No additional compensation will be paid for delays.

1.17 ENDANGERED SPECIES RESOURCES

A. Do not perform any activity that is likely to destroy or adversely modify the habitat or jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA) or applicable state Laws and Regulations.

B. Cease Work immediately in the area of the encounter and notify the Construction Manager if a threatened or endangered species is encountered during construction. Construction Manager will implement actions in accordance with the ESA and applicable state statutes. Resume construction in the area of the encounter when authorized to do so by the Construction Manager.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 13 PROJECT ADMINISTRATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Administer contract requirements to construct the Project. Provide documentation per the requirements of this Section. Provide information as requested by the Engineer or City of Shawnee.

1.02 DOCUMENTATION

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

1.03 COMMUNICATION DURING THE PROJECT

A. Construction Manager is to be the first point of contact for all parties on matters concerning this Project.

B. Construction Manager will coordinate correspondence concerning:

1. Contract administration;
2. Clarification and interpretation of the Contract Documents;
3. Contract modifications;
4. Observation of Work and testing; and
5. Claims.

C. Construction Manager will normally communicate only with the Contractor. Any required communication with Subcontractors or Suppliers will only be with the direct involvement of the Contractor.

D. Direct written communications to the Construction Manager at the address indicated at the pre-construction conference. Include the following with communications as a minimum:

1. Name of the Owner;
2. Project name;
3. Contract title;
4. Project number;
5. Date; and
6. A reference statement.

E. Submit communications on the forms referenced in this Section or in Section 01 33 00 “Document Management.”

1.04 PROJECT MEETINGS

A. Pre-Construction Conference:

1. Attend a pre-construction conference;

2. The location of the conference will be determined by the Construction Manager;
3. The time of the conference will be determined by the Construction Manager, but will be after the Notice of Award is issued and not later than 15 days after the Notice to Proceed is issued;
4. The OPT, Contractor's project manager and superintendent, representatives of utility companies, and representatives from major Subcontractors and Suppliers may attend the conference; and
5. Provide and be prepared to discuss:
    a. Preliminary construction schedule per Section 01 33 05 "Construction Progress Schedule";
    b. Preliminary Schedule of Documents per Section 01 33 00 "Document Management";
    c. Schedule of Values and anticipated schedule of payments per Section 01 29 00 "Application for Payment Procedures";
    d. List of Subcontractors and Suppliers;
    e. Contractor's organizational chart as it relates to this Project; and
    f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications, and payment requests.

B. Progress Meetings:
1. Attend meetings with the Construction Manager, Design Professional, and Owner.
    a. Meet monthly or as requested by the Construction Manager to discuss the Project.
    b. Meet at the Site or other location as designated by the Construction Manager.
    c. Contractor's superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.
    d. Notify the Construction Manager of any specific items to be discussed a minimum of 1 week prior to the meeting.
2. Provide information as requested by the Construction Manager, Design Professional or Owner concerning this Project. Prepare to discuss:
    a. Status of overall project schedule;
    b. Contractor's detailed schedule for the next month;
    c. Anticipated delivery dates for equipment;
    d. Coordination with the Owner;
    e. Status of documents;
    f. Information or clarification of the Contract Documents;
    g. Claims and proposed modifications to the Contract;

h. Field observations, problems, or conflicts; and

i. Maintenance of quality standards.

3. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.

C. Weekly Coordination Meetings: Meet on a weekly basis with the Construction Manager or designated on-site representative of the OPT to discuss Work planned for the following week, review coordination issues, testing required, or other issues. Records of these meetings are not required.

1.05 REQUESTS FOR INFORMATION

A. Submit a Request for Information to the Construction Manager to obtain additional information or clarification of the Contract Documents.

1. Submit a separate Request for Information for each item on the form provided by the Construction Manager.

2. Attach adequate information to permit a response without further clarification. Construction Manager will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple reviews due to inadequate information.

3. A response will be made when adequate information is provided. The response will be made on the Request for Information form provided by the Construction Manager.

B. Response to a Request for Information is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.

1. Submit a Change Proposal per Section 01 26 00 “Change Management” if a contract modification is suggested or required.

C. Use the Decision Register to document decisions made at meetings and actions to be taken in accordance with Paragraph 1.06.

D. Use the Action Item Register to document assignments for actions to be taken in accordance with Paragraph 1.06.

1.06 DECISION AND ACTION ITEM REGISTER

A. Construction Manager will maintain a Decision Register to document key decisions made during meetings, telephone conversations, or visits to the Site using the format provided by the Construction Manager:

1. Review the Decision Register prior to each regular meeting.

2. Report any discrepancies to the Construction Manager for correction or discussion at the next monthly meeting.

B. Construction Manager will maintain an Action Item Register in conjunction with the Decision Register to track assignments made during meetings, telephone conversations or visits to the Site using the format provided by the Construction Manager:

1. Review the Action Item Register prior to each regular meeting.
2. Report actions taken after the previous progress meeting on items in the register assigned to the Contractor or through the Contractor to a Subcontractor or Supplier to the Construction Manager. Report on status of progress 1 week prior to each progress meeting established in Paragraph 1.04 to allow Construction Manager to update the register prior to the Progress Meetings.
3. Be prepared to discuss the status at each meeting.

C. Decisions or action items in the register that require a change in the Contract Documents will have the preparation of a Modification as an action items if appropriate. The Contract Documents can only be changed by a Modification.

1.07 NOTIFICATION BY CONTRACTOR

A. Notify the Construction Manager of:

1. Intent to work outside regular working hours;
2. Required observation by Construction Manager, Engineer, or inspection agencies prior to covering Work; and

1.08 REQUESTS FOR MODIFICATIONS

A. Submit requests for Modifications per Section 01 26 00 “Change Management.”

1.09 RECORD DATA

A. Submit information required by the Contract Documents that is not related to a product as Record Data using the form provided by the Construction Manager.

1.10 RECORD DOCUMENTS

A. Maintain one complete set of printed Record Documents at the Site including:

1. Drawings;
2. Specifications;
3. Addenda;
4. Modifications;
5. Product Data
6. Construction photographs;
7. Clarifications and other information provided in Request for Information responses; and
8. Reference standards.

9. Record information as construction is being performed. Do not conceal any Work until the required information is recorded.
10. Mark drawings to record actual construction.
    a. Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.
    b. Horizontal and vertical locations of underground utilities and appurtenances constructed, and existing utilities encountered during construction.
    c. Changes of dimension and detail.
    d. Changes by Modifications.
    e. Information in Requests for Information or included in the Decision Register.
    f. Details not on the original Drawings. Include field verified dimensions and clarifications, interpretations, and additional information issued in response to Requests for Information.
11. Mark Drawings with the following colors:
    a. Highlight references to other documents, including Modifications in blue.
    b. Highlight mark ups for new or revised Work (lines added) in yellow.
    c. Highlight items deleted or not installed (lines to be removed) in red.
    d. Highlight items constructed per the Contract Documents in green.
12. Submit Record Documents to Construction Manager for review and acceptance 30 days prior to Final Completion of the Project.

B. Applications for Payment will not be recommended for payment if Record Documents are found to be incomplete or not in order. Final payment will not be recommended without complete Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 00 DOCUMENT MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Submit documentation as required by the Contract Documents and as requested by the Construction Manager.

B. Use the Project Management Information System (PMIS) provided by the Construction Manager. Software for the PMIS is FNiManager which has the following system requirements:

1. Operating Systems: Windows 7 or later and OS X v10.8 or later.

2. Supported Internet Browsers: Internet Explorer 11.0 or later, Google Chrome 70.0 or later, Firefox 63.0 or later, Safari 11.0 or later, and Microsoft Edge 17.0 or later.

3. Screen Resolution: The recommended screen resolution is 1280 x 1024 or higher. The minimum screen resolution required to support all features is 1024 x 768.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Documents not meeting these criteria will be returned without review as “Not Approved.”

1.03 CONTRACTOR’S RESPONSIBILITIES

A. Review documents prior to submission. Make certifications as required by the Contract Documents and as indicated on Construction Manager provided forms.

B. Provide a Schedule of Documents to list the documents that are to be submitted, the dates on which documents are to be sent to the Construction Manager for review. Use the form provided by the Construction Manager for this list.

C. Incorporate the dates for processing documents into the Progress Schedule required by Section 01 33 05 “Construction Progress Schedule.”

1. Provide documents in accordance with the schedule so construction of the Project is not delayed.

2. Allow a reasonable time for the review of documents when preparing the Progress Schedule. Assume a 3-day review cycle for each document unless a longer period of time is indicated in the Contract Documents or agreed to by Construction Manager and Contractor.

3. Schedule delivery of review documents to provide all information for interrelated Work at one time.

4. Allow adequate time for processing documents so construction of the Project is not delayed.

1.04 FORMS AND WORKFLOWS

A. Use the forms or workflow process provided by the Construction Manager for project documentation.

1.05 DOCUMENT PREPARATION AND DELIVERY PROCEDURES

A. Deliver documents in electronic format as directed by the Construction Manager.

1. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Deliver all documents in Portable Document Format (PDF).

a. Create PDF document using Bluebeam Revu software.

b. Create PDF documents from native format files unless files are only available from scanned documents.

c. Rotate pages so that the top of each document appears at the top of the monitor screen when opened in PDF viewing software.

d. Provide PDF document with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

e. Submit color PDF documents where color is required to interpret the document.

f. Create or convert documents to allow text to be selected for comments or searched using text search features. Run scanned documents through Optical Character Recognition (OCR) software if necessary.

g. Flatten markups in documents to prevent markups made by Contractor from being moved or deleted. Flatten documents to allow markup recovery.

h. Use Bluebeam Revu software to reduce file size using default settings except the option for “Drop Metadata”. Uncheck the “Drop Metadata” box when reducing file size.

i. Add footers to each document with the name of the Project.

1.06 DOCUMENT NUMBERING

A. Assign a document number to the Contractor originated document to allow tracking of the document during the review process.

1. Assign the number consisting of a prefix, a sequence number, and a letter suffix. Prefixes will be as follows:

Prefix	Description
AP	Application for Payment
CP	Change Proposal
CTR	Certified Test Report
EIR	Equipment Installation Report
GD	Graphic Documentation

Prefix	Description
NBC	Notification by Contractor
O&M	Operation and Maintenance Manuals
PD	Product Data
RD	Record Data
RFI	Request for Information
SD	Shop Drawing
SCH	Schedule of Progress

2. Issue sequence numbers in chronological order for each type of document as directed by the Construction Manager.

3. Issue numbers for resubmittals that have the same number as the original document followed by an alphabetical suffix indicating the number of times the same document has been sent to the Construction Manager for processing. For example: SD-025 A represents Shop Drawing number 25 and the letter "A" designates this is the second time this document has been sent for review.

4. Clearly note the document number on each page or sheet of the document.

5. Correct assignment of numbers is essential since different document types are processed in different ways.

B. Include reference to the Drawing number and/or Specification Section, detail designation, schedule, or location that corresponds with the data submitted on the Document Transmittal form. Other identification may also be required, such as layout drawings or schedules to allow the reviewer to determine where a particular product is to be used.

1.07 DOCUMENTATION

A. Furnish documents as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections. Submit documents per the procedures described in the Contract Documents.

B. Submit documents per the Specification Sections shown in the following table:

Document Type	Specification Section
Application for Payment	01 29 00
Certified Test Report	01 33 03 for approval of product 01 40 00 to demonstrate compliance
Change Management	01 26 00
Graphic Documentation	01 33 06
Notification by Contractor	01 31 13
Product Data	01 33 03
Progress Schedules	01 33 05
Record Data	01 31 13
Request for Information	01 31 13
Schedule of Values	01 29 00
Substitutions	01 26 00

Document Type	Specification Section
Suppliers and Subcontractors	01 31 13 01 33 03

1.08 ELECTRONIC DOCUMENTS PROTOCOL

A. The parties shall follow the provisions in this Section, referred to as the Electronic Documents Protocol ("EDP"), for exchange of electronic transmittals.

B. Basic Requirements:

1. Except as otherwise stated elsewhere in the Contract Documents, the OPT and Contractor will send and accept Electronic Documents sent by Electronic Means using the protocols provided in this Section.

2. The contents of the information in any Electronic Document will be the responsibility of the transmitting party. Electronic Documents may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, and are subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

3. Provisions of this Contract regarding Electronic Documents must be incorporated into other agreements or subcontracts on the Project. Nothing in this paragraph reduces or eliminates requirements:

a. to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations;

b. to comply with any applicable Law or Regulation governing the signing and sealing of design documents and related Modifications or the signing and electronic transmission of any other documents; or

c. to comply with the notice requirements.

4. When sending Electronic Documents by Electronic Means the sending party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or sending Electronic Documents.

C. System Infrastructure for Electronic Document Exchange:

1. Contractor will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost. System Infrastructure must comply with these requirements.

2. The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 100 MB. Attachments larger than that may be exchanged in parts or by using large file transfer functions or physical media.

3. Contractor assumes full and complete responsibility for its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software.

4. Contractor is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

5. Contractor will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect others from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. Contractor will not be liable to others for any breach of system security to the extent that Contractor maintains and operates required security software and systems.

6. In the case of disputes, conflicts, or modifications to the use of Electronic Documents required to address issues affecting System Infrastructure, Contractor and OPT will cooperatively resolve the issues; but, failing resolution, OPT is authorized to make and require reasonable and necessary changes meet its original intent. Contractor may submit a Change Proposal if the changes cause additional cost or time to Contractor that could not have reasonably been anticipated.

7. Contractor and OPT are both responsible for their own back-up and archive of documents sent and received during the term of the contract. Contractor and OPT remain solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract as each party deems necessary for its own purposes.

8. If a Contractor or OPT receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

9. OPT will operate a project information management system (Project Website) for use of OPT and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this Contract, use of the Project Website will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information.

D. Software Requirements:

1. OPT and Contractor will each acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic

Documents received from the other party (and if relevant from third parties), using the following software formats:

Document	Document Format
Email	.htm, .rtf, or .txt without formatting that impair legibility of content on screen or in printed copies
Submittals	Bluebeam PDF
Applications for Payment	Bluebeam PDF and Microsoft® Excel
Progress Schedules	PDF and Schedule in Native Format
Layouts and drawings to be submitted to Owner for future use and modification	Autodesk® AutoCAD .dwg format
Document submitted to OPT for future word processing use and modification	Microsoft® Word
Spreadsheets and data submitted to OPT for future data processing use and modification	Microsoft® Excel

2. Software will be the version currently published at the time Contract is signed, unless a specific software version in listed in the Supplementary Conditions. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or convert to comply with this Section.

3. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

E. Requests by Contractor for Electronic Documents in Other Formats:

1. Release of any Electronic Documents developed during the design process (including Contract Documents, Technical Data, Drawings, and computer models) in formats other than those identified in this Section will be at the discretion of the OPT.

2. To the extent determined by OPT, release of Electronic Documents and other project information requested by Contractor (“Request”) in formats other than those identified in this Section will be subject to the provisions of Owner’s response to the Request, and to the following conditions:

a. The content included in the Electronic Documents covered by the Request was prepared by Design Professional as an internal working document or electronic computer model solely for Design Professional’s purposes and not for any construction processes, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content

may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Design Professional to Contractor under the Request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and Contractor waives any claims against the Design Professional or Owner arising from use of data in Electronic Documents covered by the Request.

c. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL AND THEIR SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S USE, ADAPTATION, OR DISTRIBUTION OF ANY ELECTRONIC DOCUMENTS PROVIDED UNDER THE REQUEST.**

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Design Professional, unless such distribution is specifically identified in the Request and is limited to the Contractor's subcontractors. Contractor warrants that subsequent use by the Contractor's subcontractors complies with all terms of the Contract Documents and the Owner's response to Request.

3. In the event that Owner elects to provide or directs Design Professional to provide to Contractor any Contractor-requested Electronic Document versions of project information that is not explicitly identified in the Contract Documents as being available to Contractor, Owner shall be reimbursed by Contractor on an hourly basis for any costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Design Professional in accordance with the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 01 DOCUMENT REGISTER

Specification Section	Document Description	Paragraph No.	FNI Submittal Type	Types of Documents Required		
				Product Information	Sample or Mockup	Operation Data
01 31 00	Written approval of roadway use from appropriate representatives to deliver matierals to the site (RD	1.06	RD	Record Data	None	
01 33 05	Construction Detailed Progress Schedule (SCH)	1.02	SCH	None	None	
01 57 23	SWPPP (SD), product data for environmental controls (PD), certified test reports for manufactured system products (CTR)	1.03	RD, SD, CTR	Record Data	None	
31 05 13	Submit soils for laboratory tests (CTR)	1.03	CTR	Product Data	Sample	
31 05 13.13	Soil test reports for classification and contamination of offsite soil (RD), CTR for contamination testing	1.03	RD, CTR	Product Data	Sample	
31 23 19.01	Care of Water Plan (SD), product data for dewatering (RD), certified test reports for manufactured systems (CTR)	1.03	SD, RD, CTR	Product Data	None	
31 25 13.14	Seed testing report	2.01	RD	Product Data	None	
31 32 19.15	Geotextile Certified Test reports (CTR) and laboratory manufacturer's certificate (RD)	1.04	RD, CTR	Product Data	None	
31 37 00	Certified Test Reports for soundness, gradataion, and unit weight (CTR)	1.03	RD, CTR	Product Data	None	
35 73 13.16	Fill field compaction equipment (RD) and results (CTR) (all fill materials)	1.04	RD, CTR	Product Data	None	

FNI Manager Submittal Type Legend	
SD	Shop Drawing
RD	Record Data
PD	Product Data
CTR	Certified Test Reports
EIR	Equipment Installation Reports (AKA Installation Test Results)
SCH	Schedule
RFI	Request for Information
SAM	Samples
O&M	Operation and Maintenance Manual

01 33 03 PRODUCT DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Product Data as required by the Contract Documents and as reasonably requested by the Construction Manager. Provide Product Data for all products unless a Shop Drawing is required for the same item.

B. Submit Product Data to provide documents that allow the Owner to:

1. Record the products incorporated into the Project.

2. Record detailed information about products regarding their fabrication, installation, commissioning, and testing; and

3. Provide replacement or repair of products at some future date.

C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the receipt or cursory review of Product Data.

D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be made by an approved Change Order or Field Order in accordance with Section 01 26 00 "Change Management".

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Product Data not meeting these criteria will not be accepted and must be resubmitted.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish Product Data for products as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections.

B. Include Product Data in the Document Register required by Section 01 33 00 "Document Management" to indicate the Product Data to be submitted, the dates on which documents are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

C. Complete the following before submitting Product Data:

1. Prepare Product Data and coordinate with Samples, Product Data for related products, and with the requirements of the Contract Documents;

2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information;

3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

D. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Product Data and are accurate;

2. Location of existing structures, utilities, and equipment related to the Product Data have been shown and conflicts between the products, existing structures, utilities, and equipment have been brought to the attention of the Construction Manager;

3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;

4. Product Data is complete for its intended purpose; and

5. Conflicts between the Product Data related to the various Subcontractors and Suppliers have been resolved.

E. Review Product Data prior to submitting to the Construction Manager. Certify that all Product Data has been reviewed by the Contractor and is in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Product Data.

1.04 DOCUMENTATION

A. Include a complete description of the material or equipment to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, and materials of construction;

3. All applicable standards;

4. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.

1.05 PRODUCT DATA SUBMITTAL PROCEDURES

A. Submit Product Data to the Construction Manager. Send all documents in digital format for processing.

1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Product Data.

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Product Data for more than one system in the same Submittal.
4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.
5. Define abbreviations and symbols used in Product Data.
    a. Use terms and symbols in Product Data consistent with the Contract Drawings.
    b. Provide a list of abbreviations and their meaning as used in the Product Data.
    c. Provide a legend for symbols used on Product Data.
6. Mark Product Data to reference:
    a. Related Specification Sections;
    b. Drawing number and detail designation;
    c. Schedule references;

B. Complete the certification required by Paragraph 1.03E.

1.06 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

A. Product Data will be received by the Construction Manager, logged, and provided to Owner as the Project record.
1. Product Data may be reviewed to see that the information provided is adequate for the purpose intended. Product Data not meeting the requirements of Paragraph 1.02 may not be approved.
2. Product Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.
3. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Product Data. Contract modifications can only be approved by a Change Order or Field Order.

B. Construction Manager may take the following action in processing Product Data:
1. File Product Data as received if the cursory review indicates that the document meets the requirements of Paragraph 1.02. Document will be marked "Filed as Received" and "Documents Filed." No further action is required on that Product Data.
2. Not approve the Product Data for one of the following reasons:
    a. The cursory review indicates that the document does not meet the requirements of Paragraph 1.02. The Product Data will be marked "Not Approved" and "Revise and Resubmit." Contractor is to resubmit the Product Data until it is acceptable and marked "Filed as Received." When Product Data is filed, no further action is required, and the Product Data process will be closed.

b. The Product Data is not required by the Contract Documents nor is applicable to the Project. The Product Data will be marked “Not Approved” and “Cancelled.” No further action is required, and the Product Data process will be closed.

C. Contractor is to resubmit the Product Data until it is acceptable and marked “Filed as Received.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 05 CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. Prepare and submit a Progress Schedule for the Work and update the schedule on a monthly basis for the duration of the Project.

B. Provide Progress Schedule in adequate detail to allow Owner to monitor progress and to relate submittal processing to sequential activities of the Work.

1.02 DOCUMENTATION

A. Submit the schedules to the Construction Manager. Send all documents in digital format for processing.

B. Provide schedules, schedule updates and revisions to the Construction Manager in electronic format in its originating software and in Portable Document Format (PDF) as required by Section 01 33 00 “Document Management.”

C. Submit a preliminary Progress Schedule at the Pre-Construction Conference.

1.03 MODIFICATION OF CONTRACT TIMES

A. Contract Times cannot be changed by the submission of a Progress Schedule. Contract Times can only be modified by a Change Order or Contract Amendment.

B. Submit a Change Proposal for any proposed change in Contract Times in accordance with Specification Section 01 26 00 “Change Management” and include justification for the change in accordance with the provisions of the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 06 GRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Pre-construction photographs

1. Photograph all areas to be impacted by clearing and grubbing operations and all other items that will be affected by the construction.

2. Submit to the Construction Manager prior to commencing any work.

3. There is no limit to the amount of photographs taken but the amount submitted will be evaluated by the Construction Manager for completeness.

B. Furnish an adequate number of photographs of the Site to clearly depict the completed Project.

1. Provide aerial photographs of the completed Project from an angle and height to include the entire Site.

2. Provide a minimum of four different views.

3. Photograph a panoramic view of the entire Site.

4. Photograph all significant areas of completed construction.

5. Do not take completion photographs until all construction trailers, excess materials, trash, and debris have been removed.

6. Employ a professional photographer approved by the Construction Manager to photograph the Project.

C. Provide video recordings of the Site.

1. Record the condition of all existing facilities in or abutting the construction area (right-of-way) including streets, the entire route for all public and private roads approved for transporting offsite embankment fill to the site, the entire route for ingress and egress to the site from Belcher Road, the floating intake structure, curb and gutter, utilities, driveways, fencing, landscaping, etc., prior the beginning of construction. Provide one copy of the dated and labeled recording to the Construction Manager before the start of construction. Provide additional recording as directed by the Construction Manager if the recording provided is not considered suitable for the purpose of recording pre-existing conditions.

2. Provide a video recording of the Site after the Project is complete and all construction trailers, excess materials, trash, and debris have been removed. Provide a 360-degree view of the Project from a consistent height and angle.

3. Format must allow photographic still shots to be extracted from the video recording.

D. All photographs and video recordings are to become the property of the Owner. Photographs or recordings may not be used for public or private publication or display without the written consent of the Owner.

E. Unmanned Aerial Vehicles used for aerial photography must be registered and piloted by licensed individuals in accordance with Laws and Regulations.

1.02 DOCUMENTATION

A. Submit photographic documentation in accordance with Section 01 33 00 “Document Management.”

1.03 QUALITY ASSURANCE

A. Provide clear photographs and video recordings taken with proper exposure. View photographs and video recordings in the field and take new photographs or video recordings immediately if photos of an adequate print quality cannot be produced or video quality is not adequate. Provide photographs with adequate quality and resolution to permit enlargements.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

A. Provide photographs in digital format with a minimum resolution of 1280x960, accomplished without a digital zoom.

B. Take photographs at locations acceptable to the Construction Manager.

C. Provide a digital copy of each photograph taken.

D. Identify each photograph with:

1. Name of the Project.

2. Date, time, location, and orientation of the exposure.

3. Description of the subject of photograph.

2.02 VIDEO RECORDING

A. Provide video recordings in digital format that can be played with Windows Media Player in full screen mode without loss of resolution.

B. Identify Project on video by audio or visual means.

C. Provide video with file size that does not exceed 1 GB.

D. Provide video resolution of at least 1080p.

E. The quality of the video must be adequate to determine the existing conditions of the construction area. Camera panning must be performed while at rest; do not pan the camera while walking or driving. Camera pans should be performed at intervals to clearly view the entire construction area.

F. Construction stationing is to be annotated in the video.

G. The entire construction area recording must be submitted at once. Sections submitted separately will not be accepted.

H. Site components must be video recorded in an organized sequential order with major components identified.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 40 00 QUALITY MANAGEMENT

PART 1 - GENERAL

1.01 OVERVIEW

A. Quality management refers to the overall process of delivering a completed Project to the Owner that complies with the requirements of the Contract Documents. Quality management applies to documentation, products, services and the Work.

B. The Contractor is responsible for the quality of documentation, products, services and the Work provided.

1. Contractor is to integrate quality control procedures into the execution of the Work that are adequate to produce a Project that meets the requirements of the Contract Documents, while minimizing loss of time and increased costs. Contractor is solely responsible for time and cost impacts of correcting Defective Work.

2. Contractor is to provide all testing and inspection required to control the quality of the Work in progress to determine that completed Work will comply with the requirements of the Contract Documents.

3. Contractor is to provide verification or acceptance testing as required by the Contract Documents to demonstrate that the completed Work complies with the requirements of the Contract Documents.

1.02 DOCUMENTATION

A. Provide documentation which includes:

1. Certified Test Reports for products to be incorporated into the Project. Provide reports to indicate that the proposed products comply with the Contract Documents or indicate that the proposed products do not comply with the Contract Documents and why those products do not comply.

2. Certified Test Reports for inspections and testing required in this Section and in other Sections of the Specifications. Provide reports to indicate that the Work complies with the Contract Documents or indicate that the Work does not comply with the Contract Documents and why the Work does not comply. Submit these test reports on forms provided by the Construction Manager per Section 01 33 00 “Document Management.”

3. Certified Test Reports of Defective Work and Certified Test Reports documenting that successful corrective action has produced Work that complies with the Contract Documents. Construction Manager will maintain a Defective Work register. Progress on correction of Defective Work will be discussed at progress meetings as described in Paragraph **Error! Reference source not found.**. The final Defective Work register will be incorporated into closeout documentation required per Section 01 70 00 “Execution and Closeout Requirements” as a record that all Defective Work has been corrected.

1.03 OWNER'S QUALITY MANAGEMENT ACTIVITIES

A. Construction Manager may perform its own verification testing independent of the Contractor to verify the results of the Contractor's Work complies with the requirements of the Contract Documents. Performance or non-performance of verification activities by the Construction Manager:

1. Does not relieve the Contractor of its responsibility to provide Work and furnish products that comply with the requirements of the Contract Documents;

2. Does not relieve the Contractor of its responsibility to provide adequate quality control measures to produce quality documents, products, services, or Work;

3. Does not relieve the Contractor of its responsibility for damage to or loss of Work or products before Construction Manager's acceptance; and

4. Does not affect the continuing rights of the Owner after OPT's acceptance of the completed Work.

B. The Work is subject to Construction Manager's observations or testing at any time. Products which have been tested or inspected and accepted by the Construction Manager at a supply source or staging area may be inspected or tested again by the OPT before, during, or after incorporation into the Work and rejected if products do not comply with the Contract Documents.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 DEFECTIVE WORK

A. Immediately correct any Defective Work or notify the Construction Manager why the Work is not to be corrected immediately and when corrective action will be completed.

B. Work performed that is connected or adjacent to Defective Work or Work that would have to be removed to correct Defective Work is also considered to be Defective. Contractor is responsible for all costs associated with replacing any acceptable Work that must be removed or might be damaged by corrective actions.

C. Document Defective Work, corrective actions taken to correct defects, and that corrected Work complies with the Contract Documents.

D. Implement countermeasures to prevent future Defective Work.

E. No payment will be made for Defective Work. Remove Work from the Application for Payment if Work paid for on a previous Application for Payment is found to be Defective.

F. Owner will withhold payment for Defective Work or Work that has not been tested or inspected in accordance with the CQCP or the Contract Documents.

END OF SECTION

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide temporary facilities, including storage sheds, workshops, and other facilities needed to complete the Work.

B. Provide temporary informational signs to identify key elements of construction and direct the flow of traffic.

1.02 DOCUMENTATION

A. Provide copies of notices, records, and reports required by the Contract Documents or Laws and Regulations as Product Data in accordance with Section 01 31 13 “Project Administration.”

1.03 QUALITY ASSURANCE

A. Construct and maintain temporary controls with adequate workmanship using durable materials to provide effective environmental management systems meeting the requirements of the Contract Documents and Laws and Regulations. Use materials that require minimal maintenance to prevent disruption of construction activities while providing adequate protection of the environment.

B. Periodically inspect systems to determine that they are meeting the requirements of the Contract Documents.

1.04 JOB CONDITIONS

A. Locate buildings and sheds, or other items that are not included on the Contract Drawings at the Site as indicated or as approved by the Construction Manager.

B. Remove temporary facilities and utilities when construction is complete and removal is approved by the Construction Manager.

1.05 TEMPORARY STORMWATER POLLUTION CONTROL

A. Provide temporary stormwater pollution control per Section 01 57 23 “Temporary Stormwater Pollution Control.”

1.06 MANAGEMENT OF WATER

A. Manage water resulting from rains or ground water at the Site. Maintain trenches and excavations free of water at all times.

B. Lower the water table in the construction area by acceptable means if necessary to maintain a dry and workable condition at all times. Provide drains, sumps, casings, well points, and other water control devices as necessary to remove excess water.

C. Provide continuous operation of water management actions. Maintain standby equipment to provide proper and continuous operation for water management.

D. Ensure that water drainage does not damage adjacent property. Divert water into the same natural watercourse in which its headwaters are located, or other natural stream or waterway as approved by the Owner. Assume responsibility for the discharge of water from the Site.

E. Remove the temporary construction and restore the Site in a manner acceptable to the Construction Manager and to match surrounding material at the conclusion of the Work.

PART 2 - PRODUCTS

2.01 TEMPORARY STORAGE BUILDINGS

A. Furnish storage buildings of adequate size required to store any materials or equipment delivered to the Site that might be affected by weather.

2.02 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities at the Site for the entire duration of the Project. Maintain these facilities in a clean and sanitary condition at all times, and comply with the requirements of the local health authority.

B. Use these sanitary facilities. Do not use restrooms within existing or Owner-occupied buildings.

2.03 WATER FOR CONSTRUCTION

A. Non-potable water for construction can be taken from the lake itself.

PART 3 - EXECUTION

3.01 CONSTRUCTING, MAINTAINING, AND REMOVING TEMPORARY CONTROLS

A. Construct temporary controls in accordance with Laws and Regulations.

B. Maintain controls in accordance with regulatory requirements where applicable or in accordance with the requirements of the Contract Documents.

C. Remove temporary control when no longer required, but before the Project is complete. Correct any damage or pollution that occurs as the result of removing controls while they are still required.

3.02 LOCATION OF TEMPORARY FACILITIES

A. Locate temporary facilities in areas approved by the Construction Manager. Construct and install signs at locations approved by the Construction Manager. Install informational signs so they are clearly visible.

B. .

3.03 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary buildings, sheds, and utilities at the conclusion of the Project and restore the Site to original condition or finished condition in accordance with the Drawings.

END OF SECTION

01 57 23 TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish labor, materials, equipment, and incidentals necessary to provide stormwater pollution prevention for the duration of the construction period including furnishing, installing, and maintaining erosion and sediment control structures and procedures and properly removing the features when no longer required.

B. Develop, implement, and maintain a stormwater pollution prevention plan (SWPPP) in compliance with local, state, and federal Laws and Regulations. Provide preventive measures to keep sediment and other pollutants from the construction activity from entering any stormwater system, including open channels.

C. Comply with the Oklahoma Department of Environmental Quality General Permit (OKR10) for storm water discharges from construction activities under the Oklahoma Pollutant Discharge Elimination System (OPDES) program.

D. Comply with conditions of USACE Nationwide Permit No. 3 and the Tulsa District USACE Regional Conditions located here: https://www.swt.usace.army.mil/Missions/Regulatory/Nationwide-Permit-Program/

E. File all required legal notices and obtain required permits prior to beginning any construction activity.

F. This Section provides guidelines and Best Management Practices (BMPs) information for the Contractor to use in adhering to all local, state, and federal environmental Laws and Regulations with respect to stormwater pollution prevention during construction activities.

1.02 MEASUREMENT AND PAYMENT

A. The basis for measurement and payment is provided in Section 01 29 01 “Measurement and Basis for Payment” under Bid Item No. 3 – Erosion and Sedimentation Controls.

1.03 DOCUMENTATION

A. Documentation must be provided in accordance with Section 01 33 00 “Document Management.”

B. Submit copies of required notices and reports to the Construction Manager as Product Data in accordance with Section 01 33 03 “Product Data.” Retain copies of these documents at the Site for review and inspection by the Construction Manager or regulatory agencies at all times.

C. Submit copies of required notices to local, state, and federal authorities and any other entity as required by the General Permit and applicable Laws and Regulations.

D. Maintain copies of a schedule of major construction activities, inspection reports, and revision documentation with the storm water pollution prevention plan (SWPPP) required under the OPDES General Permit (OKR10) for Storm Water Discharges from Construction Activities.

E. Post a copy of required notices at the Site in a location where it is readily available for viewing by the general public and local, state, and federal authorities prior to starting construction activities and maintain the posting until completion of the construction activities.

F. Provide schedules in accordance with Paragraph 3.05.

1.04 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Drawings are not intended to be prescriptive but rather to convey the intent to provide complete slope protection, erosion control, and stormwater pollution prevention for both the Owner's property and adjacent properties.

B. Perform Work to comply with “Best Practices” as established by the Oklahoma Department of Environmental Quality (ODEQ).

C. Contractor must develop and implement a SWPPP in accordance with the ODEQ General Permit OKR10 prior to the beginning of construction activity.

D. Contractor assumes solely responsible for implementing, updating, and modifying the General Permit per Laws and Regulations for the SWPPP and Best Management Practices.

E. Stormwater pollution prevention measures must be established prior to the beginning of construction and maintained during the entire length of construction until final stabilization has been achieved for the area protected.

F. All land-disturbing activities must be planned and conducted to minimize the area to be exposed at any one time as well as time of exposure, off-site erosion, sedimentation, and adverse water quality impacts.

G. Surface water runoff originating upgrade of an exposed area must be managed to minimize erosion and sediment loss during the period of exposure.

H. Install measures to control both the velocity and rate of release so as to minimize erosion and sedimentation of the receiving water body (i.e., ditch, channel, stream) in accordance with regulatory requirements and as directed by the Construction Manager.

I. Periodically clean out and dispose of all sediment and other pollutants as necessary to maintain adequate treatment capacity of each pollution control feature. Clean out and properly dispose of all sediment and other stormwater pollutants at the time of completion of the Work.

1.05 JOB CONDITIONS, CODES AND ORDINANCES

A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional stormwater pollution prevention measures during construction beyond those required by state and federal Laws and Regulations, the Contractor must provide such measures at no additional cost.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials used for stormwater pollution prevention must meet the minimum design and specification requirements identified below for commonly used sediment loss prevention practices. The Contractor must use appropriate control devices to protect against stormwater pollution from construction site activities.

B. Erosion control blankets (ECBs) to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following design criteria:

1. The type and class of erosion control mat must be specified as appropriate for the slope of the area to be protected, the flow rate (sheet flow on cut/fill slopes) or velocity (concentrated flow in swales) of stormwater runoff in contact with the ECB, and the anticipated length of service.

C. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following design criteria:

1. If 50 percent or less soil by weight passes the U.S. Standard sieve No. 200, select the apparent opening size (A.O.S.) to retain 85 percent of the soil.

2. If 85 percent or more of soil by weight passes the U.S. Standard sieve No. 200, silt fences must not be used unless the soil mass is evaluated and deemed suitable by a soil scientist or geotechnical engineer concerning the erodibility of the soil mass, dispersive characteristics, and the potential grain-size characteristics of the material that is likely to be eroded.

3. Silt fence fabric must meet the following minimum criteria:

a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 90 pounds.

b. Puncture Rating, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 60 pounds.

c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 280 psi.

d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 70 (max) to No. 100 (min).

e. Ultraviolet Resistance, ASTM D4355. Minimum 70 percent.

4. Filter stone for an overflow structure must be 1-1/2-inch washed stone containing no fine material. Angular shaped stone is preferable to rounded shaped stone.

5. Fence posts must be galvanized steel or equivalent and may be T-section or L-section, 1.3 pounds per linear foot minimum, and 4 feet in length minimum. Wood posts may be used depending on anticipated length of service and provided they are 4 feet in length minimum and have a nominal cross-section of 2 inches by 4 inches for pine or 2 inches by 2 inches for hardwoods.

6. Silt fence must be supported by galvanized steel wire fence fabric as follows:
    a. 4-inch by 4-inch mesh size, W1.4/1.4, minimum 14-gauge wire fence fabric;
    b. Hog wire, 12-gauge wire, small openings installed at bottom of silt fence;
    c. Standard 2-inch by 2-inch chain link fence fabric; or
    d. Other welded or woven steel fabrics consisting of equal or smaller spacing as that listed herein and appropriate gauge wire to provide support.

D. Check dams used for long drainage swales or ditches to reduce erosive velocities are subject to the following design criteria:
    1. Use geotextile filter fabric under check dams exceeding 12 inches in height. The fabric must meet the material specified for the Stone Outlet Sediment Trap discussed above.
    2. Loose, unconfined soil, wood chips, compost, and other material that can float or be transported by runoff must not be used to construct check dams.
    3. Sandbags must not be used for check dams, due to their propensity to break and release sand that is transported by the concentrated flow in the drainage swale or ditch.
    4. Rock Check Dams:
        a. Stone must be well graded with stone size ranging from 3 to 6 inches in diameter for a check dam height of 24 inches or less.
        b. The stone size range for check dams greater than 24 inches is 4 to 8 inches in diameter.
    5. Rock Bag Check Dams Bags:
        a. Fill material should be pea gravel, filter stone or aggregate that is clean and free of deleterious material.
        b. Bag material must comply with the requirements of Inlet Protection above.
    6. Sack Gabion Check Dams:
        a. Sack gabions must be wrapped in galvanized steel, woven wire mesh. The wire must be 20 gauge with 1-inch diameter, hexagonal openings.
        b. Stone must be well graded with a minimum size range from 3 to 6 inches in diameter.
    7. Organic Filter Tube Check Dams:
        a. Filter material used within tubes to construct check dams must be limited to coir, straw, aspen fiber and other organic material with high cellulose content.
        b. The material should be slow to decay or leach nutrients in standing water and comply with the requirements for Inlet Protection above.

E. Stabilized construction exits used for sites in which significant truck traffic occurs on a daily basis are subject to the following design criteria:

1. The construction exit material must be a minimum thickness of 6 inches. The stone or recycled concrete used must be 3 to 5 inches in size with little or no fines.

2. The geotextile fabric must meet the following minimum criteria:

a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 300 pounds.

b. Puncture Strength, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 120 pounds.

c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 600 psi.

d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 40 (max).

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare a SWPPP in accordance with applicable permit requirements for construction activity. Develop the SWPPP in conformance with OPDES General Permit (OKR10) for Storm Water Discharges from Construction Activities and any applicable local requirements.

B. Prepare and implement the SWPPP prior to the beginning of construction activity in accordance with local, state, and federal Laws and Regulations.

C. Construction Manager may require Contractor to install stormwater pollution prevention devices and/or practices during construction in addition to those required under the approved SWPPP. Contractor must remain solely responsible for complying with all local, state, and federal Laws and Regulations.

3.02 INSTALLATION

A. Erosion control blankets to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following installation criteria:

1. Prior to the installation of any erosion control matting, all rocks, dirt clods, stumps, roots, trash, and any other obstructions that would prevent the mat from lying in direct contact with the soil must be removed.

2. Anchor trenching must be located along the entire perimeter of the installation area, except for small areas with less than 2 percent slope.

3. Installation and anchoring must conform to the recommendations shown within the manufacturer's published literature for the erosion control blanket.

4. Anchors (staples) must be a minimum of 6 inches in length and 1 inch wide. They must be made of 11-gauge wire, or equivalent, unless the ECB is intended to remain in place with final stabilization and biodegrade.

5. Particular attention must be paid to joints and overlapping material. Overlap along the sides and at the ends of ECBs should be per the manufacturer's recommendations for site conditions and the type of ECB being installed. At a minimum, the end of each roll of ECB must overlap the next roll by 3 feet and the sides of rolls must overlap 4 inches.
6. After installation, check blankets for uniform contact with the soil, security of the lap joints, and flushness of the staples with the ground.

B. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following installation criteria:

1. Construct fences along a line of constant elevation (along a contour line if possible).
2. Maximum drainage area must be 0.25 acres per 100 linear feet of silt fence.
3. Maximum flow to any 20-foot section of silt fence must be 1 cfs.
4. Maximum distance of flow to silt fence must be 200 feet or less. If the slope exceeds 10 percent, the flow distance must be less than 50 feet.
5. Maximum slope adjacent to the fence must be 2:1.
6. Stone overflow structures or other outlet control devices must be installed at all low points along the fence or spaced at approximately 300 feet if there is no apparent low point.
7. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel to prevent bypass of runoff under the fence. Fabric must overlap at abutting ends a minimum of 3 feet and must be joined such that no leakage or bypass occurs. If soil conditions prevent a minimum toe-in depth of 6 inches or installation of support post to depth of 12 inches, silt fences must not be used.
8. Sufficient room for the operation of sediment removal equipment must be provided between the silt fence and other obstructions in order to properly maintain the fence.
9. The last 10 feet (or more) at the ends of a line of silt fence must be turned upslope to prevent bypass of stormwater. Additional upslope runs of silt fence may be needed every 200 to 400 linear feet, depending on the traverse slope along the line of silt fence.

C. Stone outlet sediment traps (excavated or bermed) for situations where flows are concentrated in a drainage swale or channel are subject to the following installation criteria:

1. The maximum drainage area contributing to the trap must be less than 10 acres for the excavated trap, and 5 acres or less for the bermed trap. For larger drainage areas a sediment basin must be used.
2. The minimum storage volume must be the volume of runoff from the temporary control design storm (2-year, 24-hour) for the sediment trap's drainage area.
3. The surface area of the design storage must be 1 percent of the area draining to the device.
4. The maximum embankment height must be 6 feet as measured from the toe of the slope on the downstream side.

5. Minimum width of the embankment at the top must be 2 feet.
6. Embankment slope must be 1:5:1 or flatter.
7. The embankment must have a depressed area to serve as the outlet with a minimum width of 4 feet.
8. A 6-inch minimum thickness layer of 1-1/2-inch filter stone must be placed on the upstream face of the embankment when stormwater runoff contains fine silt and clay particles.
9. The embankment must consist of stone riprap or a combination of compacted fill with stone riprap. The stone may be enclosed in wire mesh or a gabion basket and anchored to the channel bottom to prevent washing away.
10. Fill must be placed in 8-inch loose lifts (maximum) and compacted to 95 percent Standard Proctor Density at optimum moisture content using ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
11. Geotextile fabric, covered with a layer of stone, must extend past the base of the embankment on the downstream side a minimum of 2 feet.
12. The outlet must be designed to have a minimum freeboard of 6 inches at design flow.

D. Check dams for long drainage swales or ditches to reduce erosive velocities are subject to the following installation criteria:
1. Typically, the dam height should be between 9 inches and 36 inches, depending on the material of which they are made. The height of the check dam must always be less than one-third the depth of the channel.
2. Dams should be spaced such that the top of the downstream dam is at the same elevation as the toe of the upstream dam. On channel grades flatter than 0.4 percent, check dams should be placed at a distance that allows small pools to form between each check dam.
3. The top of the side of the check dam must be a minimum of 12 inches higher than the middle of the dam. In addition, the side of the dams must be embedded a minimum of 18 inches into the side of the drainage ditch, swale or channel to minimize the potential for flows to erode around the side of the dam.
4. Larger flows (greater than 2-year, 24-hour design storm) must pass the check dam without causing excessive upstream flooding.
5. Check dams should be used in conjunction with other sediment reduction techniques prior to releasing flow off-site.
6. Rock Check Dams: Rock check dams must have a minimum top width of 2 feet with side slopes of 2:1 or flatter.
7. Rock Bag Check Dams:
    a. Rock bag check dams should have a minimum top width of 16 inches.
    b. Bag length must be 24 to 30 inches, width must be 16 to 18 inches, and thickness must be 6 to 8 inches and having a minimum weight of 40 pounds.

c. Minimum rock bag dam height of 12 inches would consist of one row of bags stacked on top of two rows of bag. The dam must always be one more row wide than it is high, stacked pyramid fashion.

d. PVC pipes may be installed through the dam to allow for controlled flow through the dam. Pipe should be schedule 40 or heavier polyvinyl chloride (PVC) having a nominal internal diameter of 2 inches.

8. Sack Gabion Check Dams:

a. Sack gabion check dams may be used in channels with a contributing drainage area of 5 acres or less.

b. Wire mesh must be one piece, wrapped around the rock, and secured to itself on the downstream side using wire ties or hog rings.

c. Sack gabions must be staked with 3/4-inch rebar at a maximum spacing of 3 feet. Each wire sack must have a minimum of two stakes.

9. Organic Filter Tube Check Dams:

a. Organic filter tubes may be used as check dams in channels with a contributing drainage area of 5 acres or less.

b. Organic filter tubes must be a minimum of 12 inches in diameter.

c. Staking of filter tubes must be at a maximum of 4-foot spacing and must alternate through the tube and on the downstream face of the tube.

E. Stabilized construction exits for sites in which significant truck traffic occurs on a daily basis are subject to the following installation criteria:

1. Limit site access to one route during construction, if possible; two routes for linear and larger projects.

2. Prevent traffic from avoiding or shortcutting the full length of the construction exit by installing barriers. Barriers may consist of silt fence, construction safety fencing, or similar barriers.

3. Design the access point(s) to be at the upslope side of the construction site. Do not place construction access at the lowest point on the construction site.

4. Stabilized Construction Exits are to be constructed such that drainage across the entrance is directed to a controlled, stabilized outlet on-site with provisions for storage, proper filtration, and removal of wash water.

5. The exit must be sloped away from the paved surface so that stormwater is not allowed to leave the Site onto roadways.

6. Minimum width of exit must be 15 feet.

7. Vehicles must not be permitted to track or drop sediment onto paved roads, streets, or parking lots. When necessary, vehicles must be cleaned to remove sediment prior to exit onto paved areas. When washing is required, it must be done on a constructed wheel wash facility that drains into an approved sediment trap or sediment basin or other sedimentation/filtration device.

8. Minimum dimensions for the exit must be as follows:

Tract Area	Min. Width of Exit	Min. Length of Exit
≥5 Acres	30 feet	50 feet

F. Install pollution control devices in a manner consistent with their designed intent.

3.03 MAINTENANCE

A. Maintain pollution prevention control structures and procedures in full working order at all times during construction. This must include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment and other pollutants which accumulate in pollution control devices as necessary to maintain the intended design efficiency for the pollution prevention measure.

B. Dispose properly of trash, debris, and other pollutants.

C. Place sediment material in approved earth spoil areas or return the sediment material to the area from which it eroded.

D. Maintain pollution prevention structures and procedures until construction is complete for the area protected and until the Site achieves final stabilization. Unless more stringently defined by local, state, or federal requirements, final stabilization is defined as achieving 70 percent of background vegetative cover or placement of permanent cover, such as concrete or asphalt.

E. Upon completion of construction and achievement of final stabilization, properly remove the temporary pollutant control structures and complete the area as indicated. Pollution control devices made of organic materials designed to degrade naturally in place will not require removal, unless specifically required by the Construction Manager.

F. Erosion control blankets must be inspected regularly (at least as often as required by the General Permit) for bare spots caused by weather related events. Missing or loosened blankets must be replaced or re-anchored. Also check for excess sediment deposited from runoff. Remove sediment and/or replace blanket as necessary. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion.

G. Silt fences must be inspected regularly (at least as often as required by the General Permit) for buildup of excess sediment, undercutting, sags, and other failures. Sediment should be removed when it reaches approximately one-half the height of the fence. In addition, determine the source of excess sediment and implement appropriate Best Management Practices to control the erosion. If the fabric becomes damaged or clogged, it must be repaired or replaced as necessary.

H. The stone outlet sediment trap should be inspected regularly (at least as often as required by the OPDES Construction General Permit) to check for clogging of the void spaces between stones. If the filter stone appears to be clogged, such that the basin will not completely drain, then the filter stone will require maintenance. If the filter stone is not completely clogged it may be raked with a garden rake to allow the water to release from the basin. If filter stone is completely clogged with mud and sediment, then the filter stone will have to be removed and replaced. Failure to keep the filter stone material properly maintained will lead to clogging of the stone riprap embankment. When this occurs, the

entire stone rip-rap structure will need to be replaced. If the aggregate appears to be silted in such that efficiency is diminished, the stone should be replaced. Trash and debris should be removed from the trap after each storm event to prevent it from plugging the rock. Deposited sediment must be removed before the storage capacity is decreased by one-third, or sediment has reached a depth of 1 foot, whichever is less. The removed sediment must be stockpiled or redistributed in areas that are protected with erosion and sediment controls.

I. Check dams should be inspected regularly (at least as often as required by the OPDES Construction General Permit). Silt must be removed when it reaches approximately one-third the height of the dam or 12 inches, whichever is less. Inspectors should monitor the edges of the dam where it meets the sides of the drainage ditch, swale, or channel for evidence of erosion due to bypass or high flows. Eroded areas must be repaired. If erosion continues to be a problem, modifications to the check dam or additional controls are needed. Care must be used when taking out rock check dams in order to remove as much rock as possible. Loose rock can create an extreme hazard during mowing operations once the area has been stabilized.

J. Stabilized construction exits should be inspected regularly (at least as often as required by the OPDES Construction General Permit). The stabilized construction exit must be maintained in a condition that prevents tracking or flow of sediment onto paved surfaces. Periodic re-grading and top dressing with additional stone must be done to keep the efficiency of the exit from diminishing. The rock must be re-graded when ruts appear. Additional rock must be added when soil is showing through the rock surface. Additional controls are needed if inspections reveal a properly installed and maintained exit but tracking of soil outside the construction area is still evident. Additional controls may be daily sweeping of all soil spilled, dropped, or tracked onto public rights-of-way or the installation of a wheel cleaning system.

3.04 FIELD QUALITY CONTROL

A. In the event of conflict between the specified requirements and stormwater pollution control laws, rules, or regulations or other local, state, or federal agencies, the more restrictive laws, rules, or regulations will apply.

3.05 SCHEDULES

A. Prior to start of construction, submit schedules to the Construction Manager for accomplishment of temporary and permanent erosion control work in connection with required clearing and grubbing, grading, construction, and paving. Include a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials in the submittal.

END OF SECTION

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Comply with requirements of the General Conditions and specified administrative procedures in closing out the Contract.

1.02 DOCUMENTATION

A. Submit affidavits and releases on forms provided by the Engineer through FNI Manager.

1.03 SUBSTANTIAL COMPLETION

A. The following requirements must be met for the Project or a designated portion of the Work to be Substantially Complete per the General Conditions:

1. Work must be fully functional and able to operate in accordance with the Contract Documents without special or extraordinary efforts on the part of the Owner.

B. Conduct inspections with superintendent, Subcontractors, and Suppliers for the Work or a designated portion of the Work prior to calling for a Substantial Completion inspection by the Construction Manager. Create a list of deficiencies in the Work that must be completed for the Project to qualify for Substantial Completion. Review the list with the Construction Manager. The Construction Manager may assist the Contractor with this effort; however, it is the Contractor's responsibility to create and manage this list of deficiencies until corrections are made.

C. Correct the identified deficiencies prior to calling for a Substantial Completion inspection.

D. Notify the Construction Manager that the Work or a designated portion of the Work is Substantially Complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the Project will be considered for Final Completion.

E. Engineer will visit the Site to observe the Work within a reasonable time after notification is received to determine the status of the Project.

F. Construction Manager will notify the Contractor that the Work is either Substantially Complete or that additional Work must be performed before the Project will be considered Substantially Complete.

1. Construction Manager will notify the Contractor of items that must be completed before the Project will be considered Substantially Complete.

2. Correct the noted deficiencies in the Work.

3. Notify the Construction Manager when the items of Work in the Construction Manager's notice have been completed.

4. Construction Manager will revisit the Site and repeat the process.

5. Construction Manager will issue a Certificate of Substantial Completion to the Contractor when the Construction Manager considers the Project to be Substantially

Complete. The certificate will include a tentative list of items to be corrected before Final Payment will be recommended.

6. Review the list and notify the Construction Manager of any objections to items on the list within 10 days after receiving the Certificate of Substantial Completion.

1.04 CLOSEOUT REQUIREMENTS

A. Provide the following before Final Completion:

1. Record Documents per Section 01 31 13 “Project Administration”;
2. Product Data and other documentation required by the Contract Documents;
3. Final videos and photographs per Section 01 33 06 “Graphic Documentation.”

1.05 FINAL COMPLETION

A. Conduct inspections with Superintendent, Subcontractors, and Suppliers prior to calling for a Final Completion inspection by the Construction Manager and Engineer. Create a list of deficiencies in the Work that must be completed for the Project to qualify for the Final Completion inspection. Review the list with the Construction Manager. The Construction Manager may assist the Contractor with this effort; however, it is the Contractor’s responsibility to create and manage this list of deficiencies until corrections are made.

B. Identify, list, and correct deficiencies prior to calling for a Final Completion inspection. The Project at the call for Final Completion represents the Contractor’s interpretation of a project completed in conformance with the Contract Documents and reflects the Contractor’s representation of a quality project meeting the Owner’s expectations.

C. Notify the Construction Manager when:

1. Work has been completed and complies with the Contract Documents;
2. Work is complete and ready for final inspection;
3. Final documentation for all outstanding Modifications and Claims (other than those listed on the Certificate of Final Completion) have been processed and are ready for incorporation into the final Application for Payment; and
4. Closeout requirements in Paragraph 1.04 have been completed.

D. Engineer will visit the Site to determine if the Project is complete and ready for final payment within a reasonable time after the notice is received.

E. Construction Manager will notify the Contractor that the Project is complete or will notify the Contractor that Work is Defective.

F. Take immediate steps to correct Defective Work. Notify the Construction Manager when Defective Work has corrected. Engineer will visit the Site to determine if the Project is complete and the Work is acceptable. Construction Manager will issue a Certificate of Final Completion to the Contractor when the Project is complete or will notify the Contractor that Work is Defective.

G. Submit the request for final payment with closeout documentation described in Paragraph 1.06 if notified that the Project is complete and the Work is acceptable.

1.06 REINSPECTION FEES

A. Pay fees to the City of Shawnee to compensate the Engineer for reinspection of the Work required by the failure of the Work to comply with the claims of status of completion made by the Contractor.

B. City of Shawnee may withhold the amount of these fees from the Contractor's final payment.

C. Cost for additional inspections will be billed to the City of Shawnee by the Engineer for the actual hours required for the reinspection and preparation of related Provisions.

1.07 CLAIMS AND DISPUTES

A. Claims and disputes must be resolved prior to recommendations of final Application for Payment. Acceptance and final payment by the Contractor will indicate that any outstanding claims or disputed issues have been resolved to the full satisfaction of the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

31 05 13 SOILS FOR EARTHWORK

1.00 GENERAL

1.01 WORK INCLUDED

A. This Section of the specifications describes the various classes of Earth Fill. All of the classes of Earth Fill contained in this specification may not be used on this project. The classes of Earth Fill used on this project are shown on the drawings or specified in other sections of the specifications. This Section does not include specifications for placement and compaction of Earth Fill. Specifications for placement and compaction of Earth Fill are included in other sections of the specifications and/or shown on the drawings.

B. Related Sections:

1. Section 35 73 13.13 “Excavation”.
2. Section 35 73 13.16 “Compacted Fill”.
3. Section 31 05 13.13 “Offsite Soil Borrow”

1.02 STANDARDS

A. Soil materials shall be classified into the appropriate class of Earth Fill shown below according to ASTM D2487 “Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)” or other appropriate methods as designated by the Engineer.

B. ASTM International:

1. ASTM D 422 - Standard Method for Particle-Size Analysis of Soils.
2. ASTM D 2216 - Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock.
3. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
4. ASTM D 2488- Practice for Description and Identification of Soils (Visual-Manual Procedure).
5. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
6. ASTM D 4959-89 - Test Method for Determination of Water Content (Moisture) by Direct Heating Method.

1.03 SUBMITTALS

A. Meet the requirements of Section 01 33 00 “Document Management”.

B. Submit Samples for excavated soils for laboratory testing as discussed in Section 01 40 00 “Quality Management”.

C. Approval by the Engineer of Contactor submittals shall not alleviate the Contractor’s responsibilities for completing the work as specified.

D. If excavated soils fail to meet minimum requirements for backfill materials and an off-site borrow material is identified, the Contractor may need to acquire certification reports and perform additional QC tests on proposed soils for earthwork.

2.00 PRODUCTS

2.01 GENERAL

A. The Contractor is responsible for calculation of all required Earth Fill volumes based on Drawings with consideration of items such as waste during excavation, stockpiling, hauling and compaction, bulking, and other factors.

B. The Contractor shall be responsible for all costs associated with delays or material quantity shortfalls due to volume miscalculations or required rework resulting from not meeting material or placement specifications.

C. Topsoil shall be stockpiled and reused.

2.02 MATERIALS; CLASSIFICATIONS

A. Embankment Fill:

1. Consist of materials which are classified as SC, CL, CH, GC or dual classifications thereof which have a minimum plasticity index of 7, and nondispersive. Nondispersive materials will be determined by a crumb test of 1. **Excavated on-site material will classify (without further evaluation) as Embankment Fill and may be used if free of debris, visually noticeable organic matter (large roots, stumps, sticks, limbs, etc.), and stones larger than 6 inches.**

B. Topsoil:

1. Consist of soils suitable for topsoil which are relatively free of stones or other objectionable debris, which have sufficient humus content to readily support vegetative growth. The suitability of soils for topsoil shall be subject to the approval of the Engineer.

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

31 05 13.13 OFFSITE SOIL BORROW

1.00 GENERAL

1.01 WORK INCLUDED

A. The work covered by this Section consists of obtaining and furnishing to the job site, soil borrow material from offsite borrow pits or other sources as required for the various embankments, fills and backfills. The Contractor shall select the site with approval from the owner and the Engineer. Offsite soil borrow material shall be required only after all available and acceptable on-site soil resulting from excavation or other means is depleted.

1.02 QUALITY ASSURANCE

A. Classification Testing:

1. Laboratory Testing:

a. Contractor shall arrange and pay for the services of an independent soil testing firm to sample and test proposed borrow soils from the offsite borrow source(s). A minimum of one set of tests will be required from each representative soil from the various sources. Composite samples may be taken for each representative soil, but samples shall not be mixed from different representative soils or from different borrow sources.

b. Contractor shall submit the classification test results on the borrow sources to the Engineer for approval prior to proceeding with furnishing of offsite soil borrow.

2. Field Testing:

a. Contractor shall arrange and pay for the services of an independent soil testing firm to provide the required in-place compaction tests and additional classification tests on the offsite soil borrow during construction as required by the Contract Documents or as deemed necessary by the Engineer.

3. Test Methods:

a. Classification testing on all offsite soil borrow materials shall be performed to allow for classification of the material in accordance with ASTM D2487, “Classification of Soils for Engineering Purposes” or other standard test methods as designated by the Engineer.

b. Suitability testing shall be performed by the Contractor for Embankment Fill. The Contractor shall also arrange for observation of the proposed Embankment Fill at the source, if desired by the Engineer. The Contractor shall not proceed with furnishing Embankment Fill to the site until its suitability has been approved by the Engineer.

4. Certification: All independent soils testing firms shall be registered with the Oklahoma Board of Professional Engineers. Documentation shall be provided of the firm’s registration number with the test reports.

B. Contamination Testing and Certification:

1. Contamination Testing:

a. The Contractor shall arrange and pay for the services of an EPA approved laboratory to perform a toxic contaminant scan of composite soil samples representative of each separate borrow source in accordance with the U.S. Environmental Protection Agency protocol for the list of contaminants described in 40 CFR, Part 261, Appendix VIII and by EPA Methods SW-846.

b. The results of the laboratory scan shall be submitted to the Engineer by the Contractor prior to proceeding with delivery of soil materials to the site. Any potential offsite soil borrow on which scan test results indicate the presence of contaminants above background levels will be rejected as an offsite soil borrow source.

2. Certification:

a. The laboratory performing the scan test for contaminants for the Contractor shall provide a written certification along with the test results which states that the laboratory is EPA approved and that the tests were performed according to EPA guidelines.

b. The Contractor shall obtain a written, notarized certification from the landowner of each proposed offsite soil borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials. These certifications shall be submitted to the Engineer by the Contractor prior to proceeding to furnish soil materials to the site. The lack of such certification on a potential offsite soil borrow source will be cause for rejection of that source.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:

1. Classification Test Reports.

2. Certified Contamination Test Reports.

3. Contamination Testing Laboratory Certification.

4. Landowner Certification of Borrow Source.

5. Preconstruction Condition of Proposed Haul Roads.

1.04 STANDARDS

A. ASTM D2487 "Classification of Soils for Engineering Purposes" or other appropriate methods as designated by the Engineer.

B. U.S. Environmental Protection Agency - 40 CFR, Part 261, Appendix VIII.

C. EPA Method SW-846.

1.05 DELIVERY AND STORAGE

A. Contractor shall be responsible for properly handling offsite soil borrow material once it reaches the job site until unloading at the point of use or at approved stockpile areas.

B. Handling of the soil borrow material once unloaded from the transport vehicle, either at the point of use or stockpile area, is not a part of this Section, but is included in other Specification Sections.

C. Stockpile offsite soil borrow material only in stockpile areas approved by the Engineer. Minimize stockpiling of the material. The majority of the material will generally require transportation to the point of use as needed from the offsite source unless otherwise approved or requested by the Engineer. Material shall not be stockpiled along the crest of slopes, excavations or other sensitive areas unless approved by the Engineer.

D. The maintenance of stockpiles including dressing of surfaces to be free draining is not a part of this Section, but is included in other Specification Sections.

E. It shall be the sole responsibility of the Contractor to see that soil borrow is transported from the source to the job site in appropriate vehicles which comply with all applicable codes, laws, and ordinances and which are acceptable to the Owner and Engineer for compatibility with conditions and existing facilities at the job site. An adequate number of vehicles will be used for transporting the soil borrow so as to prevent undue delays in the construction sequence.

F. The Contractor shall have sole responsibility for control and cleanup of dust, mud, dirt, or other debris on streets or other areas as a result of his transporting operations.

G. Methods of handling of soil borrow materials at the source including excavation, segregation, blending, wetting or drying, stockpiling, loading and other necessary handling shall be the sole responsibility of the Contractor. The Contractor shall comply with all applicable codes, laws, and ordinances.

H. If the soil in place must meet appropriate moisture criteria, then the borrow site shall be irrigated prior to removal as needed to allow proper placement, compaction, and/or porosity in place.

2.00 PRODUCTS

2.01 MATERIALS

A. Offsite soil borrow materials shall be classified into one of the classifications listed herein.

1. Embankment Fill and Topsoil: Shall meet the requirements of Section 31 05 13 “Soils for Earthwork.”

3.00 EXECUTION (NOT APPLICABLE)

END OF SECTION

APPENDIX A

A1.00 MEASUREMENT AND PAYMENT

A1.01 Offsite borrow material shall not be measured or directly paid. It is the intention of these specifications that compensation for all borrow and related activities shall include the payments for the item into which the material is included. All appropriate measurements shall be made for in place items only.

END OF APPENDIX A

31 11 00.13 CLEARING AND GRUBBING

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment, and incidentals necessary to clear, grub, and dispose of cleared and grubbed materials. Maintain tools and other equipment necessary to completed specified work.

1.02 MEASUREMENT AND PAYMENT

A. The basis for measurement and payment is provided in Section 01 29 01 “Measurement and Basis for Payment” under Bid Item No. 4 – Clearing and Grubbing.

1.03 JOB CONDITIONS

A. Debris, trash, or rubbish resulting from clearing and grubbing shall become property of the Contractor. It shall be promptly disposed of in compliance with the applicable ordinances.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 CLEARING

A. Thoroughly clear areas within the limits indicated on the Drawings. Clearing shall consist of the felling, cutting up, and the satisfactory disposal of trees and other vegetation, together with the down timber, snags, brush, rubbish, fences, and debris occurring within the area to be cleared. Cut off trees at least one to two feet above ground, as indicated on the drawings. Cut other vegetation, roots, and brush in the area flush with or slightly below the original ground surface. Trees and brush outside the limits of the indicated areas to be cleared, but within the immediate vicinity of the work that interfere with or retard the progress of construction operations, may be removed upon receipt of the approval of the Engineer. Clearing consists of removal flush with the ground surface.

3.02 GRUBBING

A. Thoroughly grub the area within the limits indicated on the drawings. Grubbing shall consist of the removal and disposal of stumps and roots larger than 1 inch in diameter to the depth indicated, matted roots, and any other debris or rubble.

B. Burn, chip, or remove from the Owner’s property at the option of the Contractor timber, logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations in a manner and location approved by the Owner and Engineer. However, when permitted in writing by the Engineer or Owner, logs and large stumps may be disposed of without burning as elected by the Contractor. Such permit may state the conditions covering the disposal of such logs and stumps without burning, including the areas of disposal. Burn leaves, timber, and other refuse to be disposed of by burning at locations approved by the Owner in a manner that avoids hazards, such as damage to existing structures, construction in progress, trees, and vegetation.

C. Contractor is responsible for compliance with Federal, State, County, and other locally applicable laws and regulations relative to the building of fires. Pay constant attention to the disposal by burning method until the fires have burned out or have been extinguished. Disposal of materials in streams shall not be permitted and no material shall be piled in stream channels or in areas where it might be washed away by floods. Timber within the areas to be cleared shall become the property of the Contractor, and the Contractor may cut, trim, hew, saw, or otherwise dress felled timber within the limits of the Owner's property, provided timber and waste material is disposed of in a satisfactory manner.

END OF SECTION

31 23 19.01 CARE OF WATER DURING CONSTRUCTION

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to operate pumps, piping and other facilities to assist in the removal of surface water, stormwater runoff, and ground water, and provide protection of the work site from water of any source. Build and maintain the necessary temporary cofferdams, berms, diversions, impounding works, channels and ditches to protect the work site from backwater near the downstream toe of the dam, streamflow, and stormwater runoff. Remove the temporary works, equipment, and materials after completion in accordance with this Section and applicable Drawings.

1.02 MEASUREMENT AND PAYMENT

A. The basis for measurement and payment is provided in Section 01 29 01 “Measurement and Basis for Payment” under Bid Item No. 2 – Care of Water During Construction.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 “Document Management” and shall include:

1. Care of Water Plan:

a. Plan and procedures for handling flood flows, stormwater runoff, and dewatering excavations for approval by the Engineer. Modifications to these plans shall also be submitted for approval by the Engineer.

b. Include Product Data for items to be used for dewatering, Shop Data for Plan layout sketches with sequencing, and Certified reports for manufactured systems.

B. Approval of submittals does not relieve the Contractor of full responsibility and liability for care of water during construction.

1.04 EXISTING CONDITIONS

A. NORMAL CONDITIONS

1. Under normal conditions, the water surface elevation at the Shawnee City Lake No. 1 Reservoir is to be considered less than 1,075.2 feet. The existing spillway is uncontrolled, therefore, while the water surface elevation is less than 1,075.2 feet, there is no flow through the existing spillway except for that caused by wave action overtopping the spillway crest and leakage through the existing crest. The lake level can and does drop below 1,075.2 feet due to evaporation and municipal water demand. Backwater in the old South Deer Creek channel does exist against the toe of the dam, and its depth depends on rainfall and to some degree lake level since some of the water is due to underseepage.

B. FLOOD CONDITIONS

1. During flood flows, the water surface elevation at Shawnee City Lake No. 1 Dam is considered to be higher than 1,075.2 feet. Inflow is dependent on the volume and

intensity of precipitation. The Shawnee City Lake No. 1 watershed consists of approximately 21.3 square miles and is uncontrolled. Runoff from the watershed is determined by the natural topographic and hydrographic features of the drainage basin. The existing spillway is an uncontrolled concrete ogee weir.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

A.

3.02 FLOOD FLOWS AND OTHER SURFACE WATER

A. The Contractor is responsible for handling and diverting any flood flows, stormwater runoff, stream flows, or any other water, including groundwater encountered during the progress of the work. Build, maintain, and operate cofferdams, channels, flumes, sumps, berms, ditches, and other temporary works as needed to divert stream flow or stormwater runoff water through or around the construction site and away from construction work while it is in progress. The handling of stormwater runoff should be coordinated with the erosion control plan, as described in Section 01 57 23 "Temporary Stormwater Pollution Control." Unless otherwise approved by the Owner, a diversion must discharge into the same natural watercourse in which its headworks are located. . Full responsibility for the successful dewatering of the work areas rests with the Contractor. Remove protective works, after they have served their purpose, in a manner satisfactory to the Owner or his representative.

3.03 STANDBY TIME

A. The Contractor's sole remedy for any costs including 1) cost excluded as defined in General Provisions, 2) delay to the commencement, prosecution, or completion of the work, 3) hindrance or obstruction in the performance of the work, 4) loss of productivity, or 5) other similar claims (collectively referred to as delays) related to the diversion of water or the protection of the Work, whether or not such delays are foreseeable, will only be an extension of time in which to complete the Work. In no event will Contractor be entitled to any compensation or recovery of any costs or damages pursuant to this Contract in connection with any such delay, including, without limitation, consequential damages, lost opportunity costs, lost productivity, impact damages, or other similar remuneration EXCEPT as provided in subsection B below.

B. The Contractor is fully responsible for the safety of all workers due to significant flooding events and will be fully responsible for all evacuations of personnel and equipment. Standby time will be the Contractor's sole remedy for the costs incurred during evacuation. Contractor must protect and remove all equipment, materials, and personnel during increased flow conditions resulting from local drainage. Any damage or loss of equipment and material will be at the Contractor's sole expense. The Owner is not liable for any damages or costs associated with Contractor's failure to adequately protect the Work or work areas or to move equipment, personnel, and materials.

3.04 HISTORICAL INFORMATION

A. For the period of 1994 to 2025 at the nearest Mesonet station in Shawnee, OK, the estimated average, maximum, and minimum monthly precipitation is:

Months	Average (in.)	Minimum (in.)	Maximum (in.)
January	1.50	0.07	4.82
February	1.82	0.25	5.24
March	2.74	0.13	6.17
April	4.07	0.96	11.42
May	4.92	1.32	20.01
June	4.89	1.01	10.78
July	3.17	0.05	9.83
August	3.27	0.00	10.67
September	2.85	1.14	7.18
October	3.84	0.22	8.49
November	2.26	0.01	10.32
December	1.74	0.01	4.65

END OF SECTION

31 25 13.14 GRASS FOR EROSION CONTROL

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment and incidentals necessary to perform work in providing grass erosion control protection for the areas as indicated on the drawings or as modified by the Owner. The work includes developing and maintaining the grass source; preparing the surfaces for seeding; furnishing materials including fertilizer, mulch, and tackifiers; seeding the specified grass seed mixture seeding at the locations indicated on the drawings; and maintenance of the grass erosion control, until acceptance by the Owner.

1.02 MEASUREMENT AND PAYMENT

A. The basis for measurement and payment is provided in Section 01 29 01 "Measurement and Basis for Payment" under Bid Item No. 5 – Seeding.

1.03 DELIVERY AND STORAGE

A. Furnish and deliver each variety of seed in separate bags or containers. Seed can be mixed at the seed supplier's facility if pre-approved by the Engineer.

B. Deliver fertilizer to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and moisture, has become caked, or otherwise damaged, making it unsuitable for use, shall be rejected.

2.00 PRODUCTS

2.01 MATERIALS

A. Seed: Seed must meet the requirements of the Oklahoma Seed Law including the labeling requirements for showing pure live seed. (PLS = purity x germination), name and type of seed. Seed furnished shall be tested by the Oklahoma State Board of Agriculture within 9 months of the time of use on the project. Submit to the Construction Manager two copies of the report. The amount of native grass seed mixture planted per acre shall be of the type specified below:

SPECIES		PLS per Acre
	Adapted Varieties	**(lbs/ac)**
Little Bluestem	Cimarron	1
Big Bluestem	Kaw	1.5
Indiangrass	Cheyenne	1.5
Switchgrass	Blackwell	1.5
Sideoats Grama	El Reno, Haskell	3
Blue Grama	Hachita	2
Buffalograss	Texoka (unhulled), Bison	3

Sand Lovegrass	Mason, Bend	0.2
Tall Dropseed	n/a	0.2
Green Spangletop	n/a	3
LEGUMES (Inoculants required)		
Illinois bundleflower		0.2
Partridge pea		0.2
Roundhead lespedeza		0.2
Prairie clover		0.2

B. Inoculants for Treating Legume Seeds: Shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and must not be used later than the date indicated on the container or as otherwise specified.

C. Topsoil: Topsoil shall be fertile loam topsoil, easily cultivated, free from objectionable material and readily able to support the growth of grass erosion control. On-site topsoil either in-place, or stripped and re-spread, will be acceptable for topsoil under this specification.

D. Fertilizer:

1. Initial Planting Application: Fertilizer for the initial planting application shall be an organic base slow release pelleted form, uniformly mixed and containing by weight the following percentages of nutrients: 1-1-1(N- P-K). Labeling or analysis records shall be in accordance with the Oklahoma Fertilizer Law. When fertilizer is furnished from bulk storage, a supplier's certification shall be provided detailing analysis and weight.

2. When hydroseeding, the fertilizer shall be applied at the same time as the hydroseeding operation by incorporating the fertilizer into the slurry.

3. Post Planting Application: Fertilizer for the post planting application shall be a chemical base fertilizer containing by weight the following percentages of nutrients: 21-0-0 (N-P-K) ammonium sulphate; or the nitrogen equivalent of 33-0-0 ammonium nitrate.

4. In the event it is necessary to substitute a fertilizer of a different analysis, it shall be a pelleted or granulated fertilizer with a lower concentration. Total amount of nutrients furnished and applied per acre shall equal or exceed that specified for each nutrient.

E. Mulch for Hydroseeding: Shall be 100% wood fiber or a 70/30 blend of wood fiber and recycled paper.

F. Hay Mulch: Shall be prairie grass, weeping lovegrass, introduced bluestem, fescue or other hay as approved by the Owner's representative. The mulch shall be free of Johnson-grass or other noxious weeds and foreign materials. Keep mulch in dry conditions and do not allow molding or rotting. Hay mulch should have been harvested at a time when stems are available.

2.02 MANUFACTURED PRODUCTS

A. Tacking Agent: The tacking agent may be asphalt emulsion or Terra Tack AR or Terra Tack II, as manufactured by Grass Growers, 424 Cottage Place, Plainfield, NJ, 07060, or an equivalent.

3.00 EXECUTION

3.01 PREPARATION

A. Planting Season and Rates: Planting shall be done between the dates specified except as specifically authorized in writing. The pure live seed planted per acre shall be of the type specified with the mixture, rate, and planting dates as follows except as specifically indicated:

Planting Dates	Name	Rate
Dec 1 to June 1	See Paragraph 2.01A	See Paragraph 2.01.A

B. After the designed areas have been completed to the lines, grades, and cross sections indicated and as provided for in other items of this contract, perform seeding in accordance with the requirements described hereinafter. Apply a minimum of 6 inches of topsoil to areas to be seeded. Sufficiently cultivate the seedbed to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deep for optimum germination. Cultivation of seedbed shall not be required in loose sand where depth of sand is 4 inches or more.

C. Preparation of the Slope: Smoothly and uniformly grade the surface of the slopes and areas to receive grass to the slopes and grades as indicated with a tolerance of plus or minus 2 inches prior to grassing. Lightly scarify, wet, and roll the areas to be grassed prior to seeding. Tillage and/or mowing may be needed if excess weedy competition is present which will interfere with the proper application of seed/mulch material ensuring good soil contact.

3.02 TOPSOIL

A. A successful stand of native grass is the ultimate goal of this specification. At the Contractor's discretion, topoil may be left in place or stripped and re-spread. Should additional topoil be needed, secure topsoil from borrow sources as necessary. Use all excavated material suitable as topsoil before any topsoil is obtained from the borrow source. Stockpile topsoil material secured from required excavation, and after completion of grading operations, place topsoil on areas to be seeded so as to provide a minimum 6-inch compacted depth of topsoil measured normal to the surface.

3.03 APPLICATION OF FERTILIZER

A. Uniformly apply pelleted or granulated fertilizer over the area specified to be fertilized and in a manner directed for the particular item of work. Fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked shall be rejected. Uniformly apply fertilizer at a rate of 40 pounds nitrogen, 40 pounds phosphate, and 40 pounds potash per acre.

B. When hydroseeding, fertilizer shall be applied at the same time by incorporating the fertilizer into the slurry.

3.04 APPLICATION OF INNOCULANTS FOR LEGUME SEED

A. A mixing medium, as recommended by the manufacturer, must be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer must be used, except that four times the amount must be used when seed is applied using a hydraulic seeder. Seed must be sown within 24 hours of treatment and must not remain in the hydraulic seeder longer than 4 hours.

3.05 APPLICATION OF MULCH/TACKIFIERS FOR HYDROSEEDING

A. Tackifier shall be applied at the manufacturers' recommended rates. The mulch and tackifier, and their application rates, shall be approved by the Engineer prior to placement.

B. A minimum mulch rate of 3,000 pounds per acres shall be used.

3.06 HYDROSEEDING

A. Hydroseeding will be applied in one of the following manners:

1. One-Step Application: Mulch, tackifier, fertilizer, seed, and water shall be blended to a homogenous slurry, and applied in a one-step application. Seed shall be added just prior to application to prevent seed swelling.

2. If a Two-Step Application is used, mix the seed, fertilizer, and enough fiber mulch to visually meter the application rate and uniformity. Immediately after the seeding application, apply the fiber mulch and tackifier slurry uniformly over the seeded area at the rates specified

3.07 SEEDING

A. Uniformly distribute the seed or seed mixture in the quantity specified over the areas. If the sowing of seed is by hand, rather than by mechanical methods, sow the seed in two directions at right angles to each other. If mechanical equipment is used, distribute the seed, as well as, the fertilizer at the same time, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, apply the mixture to the areas to be seeded within 30 minutes after the components are placed in the equipment.

B. Immediately after application of seed and fertilizer, thoroughly water the area. After the initial watering, water the areas as soon as drying of the surface is evident. Repeat watering at such intervals as necessary to maintain a moist condition of the soil until acceptance of the project. The watering shall be done in a manner which prevents excessive erosion of the soil.

C. After planting, if mulch is not required, roll the planted area with a corrugated roller of the "Cultipacker" type. Perform rolling of the slope areas on the contour. If mulch is required, then proceed in accordance with the type of mulch specified as follows:

3.08 HAY MULCH

A. Mulch shall be applied in a reasonably continuous unbroken cover of uniform thinness at a rate of not less than 1 lb/sq. yd. Area of coverage shall be a minimum of 80% of the soil surface covered.

B. Timing of Mulching Operating:

1. Mulch shall be applied after planting operations if construction is completed during time frame for establishing permanent vegetation. If construction is completed outside the timeframe for establishing vegetation, mulch shall be applied to provide erosion control.

2. Mulch will be anchored into the soil to a minimum depth of 2 inches by pinning, crimping, or other methods approved by the contracting officer. Anchoring shall be done on the approximate contour at a spacing of no more than 8 inches and set to run straight. The operation shall be such that approximately 50% of the mulch material remains on the soil surface after anchoring. The mulch shall be anchored within the same day as spreading.

C. Equip the mulching machine to inject a tacking agent into the straw or hay uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the hay tacking agent is placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallons per square yard.

3.09 MAINTENANCE

A. Maintain all seeded and grassed areas until project receives final acceptance. Maintenance activities shall include, but are not limited to, fertilizing, weed control, watering, and mowing. Fertilized and apply weed control as needed, with a minimum of three applications per year. Water and mow as necessary, ensuring that grass height does not exceed 6 inches at any time.

3.10 FIELD QUALITY CONTROL

A. Final acceptance of the grassing shall be made only during the growing season after the work is completed. The grass growth on acceptance must not be over 6 inches high and have a minimum coverage of 80 percent healthy, green, relatively weed-free grass. Maintain the grass during the entire time since grass placement. Upon final acceptance of the completed structure, the City of Shawnee will assume responsibility for care of the grass.

END OF SECTION

31 32 19.15 GEOTEXTILE

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment, and incidentals necessary to install geotextile. Use geotextile to provide for the following applications:

1. Separation

a. Use as separation between subgrade and aggregate fill layer for haul road.

1.02 MEASUREMENT AND PAYMENT

A. Geotextile is subsidiary to Bid Item No. 6 Access Road in Section 01 29 01 “Measurement and Basis for Payment” and shall not be measured separately for payment.

1.03 QUALITY ASSURANCE

A. Design Criteria:

1. The geotextile fabric shall be inert to commonly encountered chemicals, hydrocarbons, mildew and rot resistant, resistant to ultraviolet light exposure, insect and rodent resistant, and conform to the properties in the following table.

2. The minimum average roll value (MARV) in the weakest principal direction for strength properties of any individual roll tested from the manufacturing lot or lots of a particular shipment shall be in excess of the minimum average roll value (MARV) in the weakest principal direction stipulated herein.

Geotextile			
Property	**Test Method**	**Units**	**MARV**
Grab Tensile Strength	ASTM D4632-91	lb.	300
Grab Tensile Elongation	ASTM D4632-91	%	50
Trapezoid Tear Strength	ASTM D4533-91	lb.	115
CBR Puncture Strength	ASTM D6241	lb.	800
AOS	ASTM D4751-87	U.S. Standard Sieve	100
Permittivity	ASTM D4491-92	Sec-	0.8
UV Resistance (@ 500 hours)	ASTM D4355	% Retained	70

B. Packing and Identification Requirements: Provide the geotextile in rolls wrapped with protective covering to protect the fabric from mud, dirt, dust, and debris. The fabric shall be free of defects or flaws which significantly affect its physical properties. Label each roll of fabric in the shipment with a number or symbol to identify that production run.

C. Sampling and Compliance Requirements: A competent laboratory must be maintained by the producer of the fabric at the point of manufacture to ensure quality control in accordance with ASTM testing procedures. The laboratory shall maintain records of its

quality control results and provide a manufacturer's certificate upon request to the Engineer prior to shipment. The certificate shall include:

1. Name of manufacturer.
2. Chemical composition.
3. Product description.
4. Statement of compliance to specification requirements.
5. Signature of legally authorized official attesting to the information required.

1.04 SUBMITTALS

A. Submittals shall be in accordance with Section 01 33 00 "Document Management" and shall include:

1. Submit Manufacturer's certificate as stipulated in Paragraph 1.03C.
2. Samples

B. At least 30 days prior to delivery of the materials to the site, the Contractor shall inform the Engineer in writing of the source from which he intends to obtain material, and typical test results showing the material meets the specification requirements.

2.00 PRODUCTS

2.01 MATERIALS

A. Geotextile: Non-woven fabric composed of polypropylene fibers, formed into a stable network by needle punching.

3.00 EXECUTION

3.01 EXAMINATION

A. Check products upon delivery to assure that proper material is received and is undamaged.

3.02 INSTALLATION

A. Separation

1. Exposure of geotextiles to the elements between laydown and cover shall be a maximum of 14 days to minimize potential damage. Install the geotextile on the prepared subgrade in accordance with the Drawings and manufacturer's recommendations. The geotextile shall be placed so that placement of the overlying materials will not excessively stretch or tear the fabric. Successive geotextile sheets shall be overlapped so that the upslope sheet is placed over the downslope sheet. Where seams are required in the longitudinal trench direction, they shall be joined by either sewing or overlapping. Overlaps shall be a minimum of 12 inches. Seams shall be subject to the approval of the Engineer. Damaged geotextile shall be repaired with a geotextile patch placed over the damaged area and extended 3 feet beyond the perimeter of the tear or damage.

2. The aggregate should be back dumped onto the fabric and spread in a uniform lift maintaining the design aggregate thickness. Construction vehicles will not be allowed to traffic directly on the fabric. Avoid over-stressing the soil by utilizing equipment in spreading and dumping that exerts only moderate pressures on the soil. Severe rutting at the time of placement is an indication of over-stressing the soil. Such soil over-stressing must be avoided. Increasing aggregate depths and reducing loads are two methods of reducing the pressures on the soil. Fill any ruts which develop during spreading or compacting with additional aggregate rather than blading from surrounding areas. Thoroughly compact the aggregate with vibratory rollers after placement.

END OF SECTION

35 73 13.13 EXCAVATION

1.00 GENERAL

1.01 WORK INCLUDED

A. Furnish labor, materials, equipment, and incidentals necessary to perform operations in connection with removing, hauling, and disposing of materials at the locations indicated for the proposed improvements including, but not limited to embankment fill as indicated on the drawings.

B. Excavations placed in the compacted fills shall be conducted to segregate different materials in accordance with their suitability in the various zones of the work. The locations of the excavations, and excavation limit lines are generally as shown on the Drawings.

C. Related Sections:

1. Section 31 05 13 “Soils for Earthwork”;
2. Section 31 11 00.13 “Clearing and Grubbing”;
3. Section 31 23 19.01 “Care of Water During Construction”;

1.02 MEASUREMENT AND PAYMENT

A. The basis for measurement and payment is provided in Section 01 29 01 “Measurement and Basis for Payment”. Excavation is a subsidiary item to Bid Item No. 4 – Clearing and Grubbing.

1.03 DEFINITIONS

A. Classification:

1. General: Classifications of excavation shall include material of whatever nature encountered, including clays, sands, gravels, conglomeritic boulders, weathered clay shales, shales, and rock. The Engineer shall, in accordance with the specifications, determine the classification of required excavations. Required excavation shall be considered to fall within one of the following classifications: stripping excavation or general required excavation.
2. Stripping Excavation: Stripping excavation shall consist of excavation, down to a designated depth as required to remove all topsoil, rubbish, vegetation not removed by clearing and grubbing operations, and other unsatisfactory material from the foundation areas of the embankment and the areas of required excavation that is to be used for fill. Stripping operations shall be limited to the area within the lines indicated for clearing and grubbing, and seeding. Continuous drainage of stripped areas shall be maintained to prevent ponding of water or formation of swampy areas. Stripped soil may be stockpiled in an approved location for future use as topsoil if clear of debris. Otherwise, stripped soils shall be wasted in an approved area.
3. Common Excavation: General required excavation shall consist of the material required to be excavated for the permanent work which is not classified or subsidiary to another class of excavation or other work. General required excavation shall include material of whatever nature encountered including clays, sands, gravels, caliche, conglomeritic

boulders, and weathered clay shales and shales, and rock, if encountered in required excavations.

B. Definitions: For the purpose of these classifications, the following definitions shall apply:

1. Heavy Ripping Equipment: A rear-mounted, heavy duty, single-tooth, ripping attachment mounted on a track-type tractor having a power rating of at least 300 net horsepower (at the flywheel).

2. Wheel Tractor-Scraper: A self-loading (not elevating) and unloading scraper having a struck bowl capacity of more than 12 cubic yards.

3. Pusher Tractor: A track type tractor having a power rating of at least 300 net horsepower (at the flywheel) equipped with appropriate attachments.

C. Exclusions:

1. Access Road/Ramps: Excavation required in the work of constructing an access road or ramp shall not be measured or paid for under this Section.

1.04 JOB CONDITIONS

A. Review subsurface investigations. The precise profile of soil and rock strata beneath this Site is not known.

B. Review the Site and determine the conditions which may affect the structural excavation, prior to the commencement of the excavation.

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 EXAMINATION

A. Prior to commencing excavation in the dam excavation, Contractor shall confirm that the areas to be excavated have been adequately surveyed and marked.

3.02 PREPARATION

A. Dam Excavation: Prior to starting excavation, all engineering controls for control of water, excavation support and protection, dewatering, and sediment and erosion control shall be installed and operating properly in accordance with the Contract Documents and approved submittals.

B. Clear and grub the area to be excavated prior to the start of excavation in accordance with Section 31 11 00.13 “Clearing and Grubbing.” Remove the surficial vegetation, waste and soils to a minimum depth of 12 inches. Depth of removal shall not be less than that required to remove trees, shrubs, stumps, roots, and other organic material above and below ground from within the area to be excavated.

C. Grading and other controls shall be implemented to limit flow of surface water into the excavation, as per the requirements of Section 31 23 19.01 “Care of Water" During Construction”. The Contractor shall be responsible for removal and stockpiling of topsoil materials to be used for embankment slopes or other areas.

D. Perform excavation of materials by the use of any excavating and hauling equipment adaptable to the work and by any method generally accepted for this type of work.

3.03 PROTECTION

A. Excavation Safety: All excavations shall be in accordance with OSHA, state and federal regulation requirements.

B. Protect the existing dam, and existing structures/ facilities to remain, and any such facilities under construction during excavation.

C. Damage to structures or facilities resulting from the Contractor's excavation activities shall be repaired by the Contractor at no cost to the Owner and to the satisfaction of the Engineer.

3.04 EXCAVATION

A. General:

1. Excavate to the lines and grades indicated or as directed by the Engineer. Any and all excess excavation for the convenience of the Contractor or over-excavation performed by the Contractor for any purpose or reason, except when ordered by the Engineer, and whether or not due to the fault of the Contractor, will be at the expense of the Contractor. Where required to complete the work, refill the excess excavation and over excavation with materials furnished, placed, and compacted at the Contractor's expense, using procedures and materials specified herein.

2. Perform excavation for embankment in the dry. No excavation shall be made in frozen material without the approval of the Engineer. No additional allowance above the unit prices bid per cubic yard for the respective classification of excavation shall be made on account of any material being wet or frozen or on account of any surface or ground water condition.

3. Excavations shall be to the full dimensions indicated, or as directed by the Engineer. Excavate subgrade to the depth indicated on Drawings, (+/-) 0.1-foot tolerance. Extend limits of the excavation beyond the perimeter of the proposed structures as indicated on the Drawings. Finish excavations to the prescribed lines and grades. Individual sharp points of undisturbed material may extend within the prescribed lines not more than 6 inches.

4. Following completion of the excavation and prior to placement of embankment material upon the prepared foundation surface, the Engineer shall approve the foundation surface. Proof rolling may be required before approval. The foundation material shall meet the moisture and density requirements of the fill material to be placed upon it at the time the material is being placed. If the foundation material which, in the opinion of the Engineer, is unsuitable for use as the foundation, perform additional excavation and backfill as directed. Such additional directed excavation and backfill shall be paid for in accordance with the appropriate bid items or agreed upon prices. Following approval of the foundation surface, assume full responsibility for maintaining the foundation surface and remove or re-compact the weathered or unsatisfactory foundation material and replace with compacted fill at the Contractor's expense. Following approval of the foundation, diligently prosecute the working of placing the appropriate embankment on

the prepared foundation. Do not excavate or maintain the side slopes any steeper than 1 horizontal to 1 vertical (1:1).

5. Maintenance of side slopes is the Contractor's responsibility.

3.05 DISPOSAL

A. It is the intent of these specifications that, if possible, the required excavation be incorporated into an appropriate zone of the backfill required to achieve final grades. When necessary, stockpile excavated materials suitable for use at convenient locations in an approved manner. Waste materials determined to be unusable by the Engineer in the waste disposal areas as directed by Engineer, at no additional cost to the Owner. Place stripping excavation in pre-approved areas within the Work Limits for future use by Owner if not stockpiled for topsoil.

END OF SECTION

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

Date: January 20, 2026

To: Mayor and City Commission

From: Kimberly Hoover, Finance Director

Subject: January Sales and Use Tax Deposit

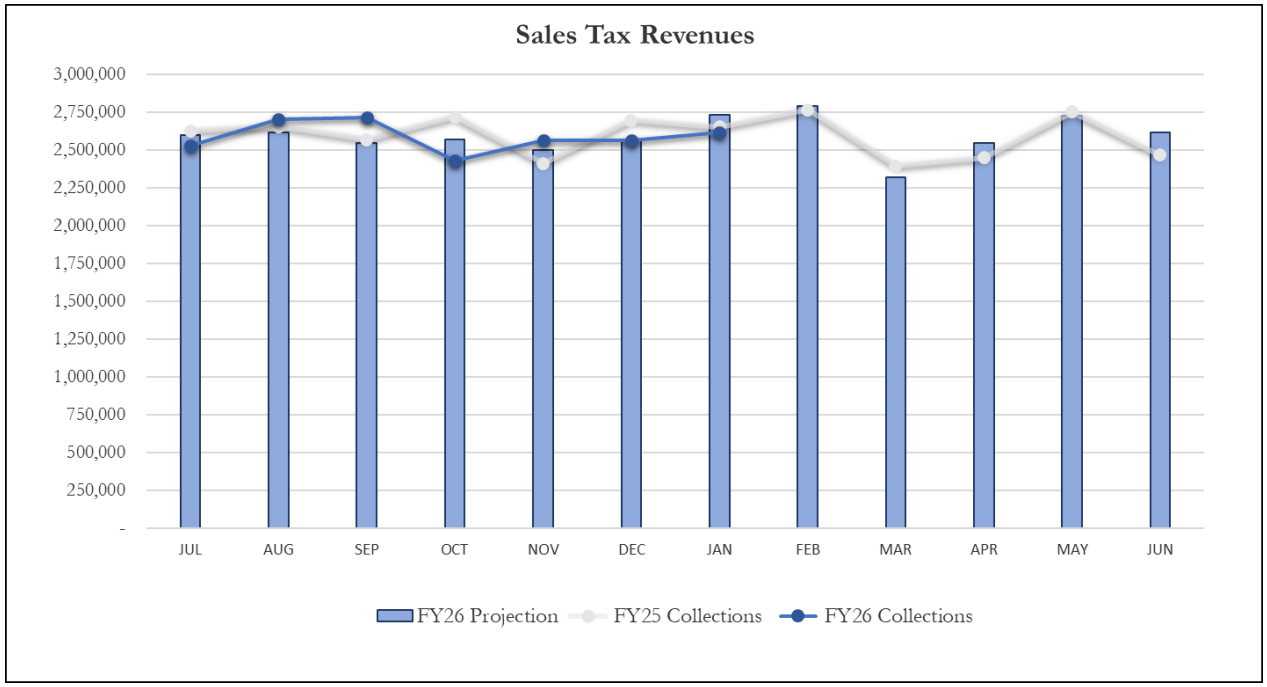
Background: The Oklahoma Tax Commission (the "OTC") collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding $2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in January consist of December estimates and November final reported collections. Any taxes collected for months prior to March will include late penalties and interest accrued.

- Sales Tax Collection Allocated by Fund - The January sales tax deposit was $2,618,365.91 including interest of $3,489.82, to be allocated as follows:

Fund	Allocation
General Fund	$ 1,309,182.96
2018 Capital Improvements Fund	327,295.74
Capital Improvements Fund	253,654.20
Street Improvements Fund	286,383.77
Economic Development Fund	32,729.57
Police Sales Tax Fund	40,911.97
Fire Sales Tax Fund	40,911.97
2023 Capital Improvements Fund	327,295.74
Total Sales Taxes Collected	$ 2,618,365.91

- Finance Department Report - Sales and use tax collections totaled $3,053,335.01 for January 2026. Sales tax projections are based on an average for the most recent three years of sales tax history. For the year, sales tax collections are down $110,726 or 4.06%, below the projected budget year-to-date, across 8 funds. Use tax collections are down $2,458 or 0.56% below the projected budget year-to-date.

    - Fiscal Year 2026 Sales Tax Collections and Performance:

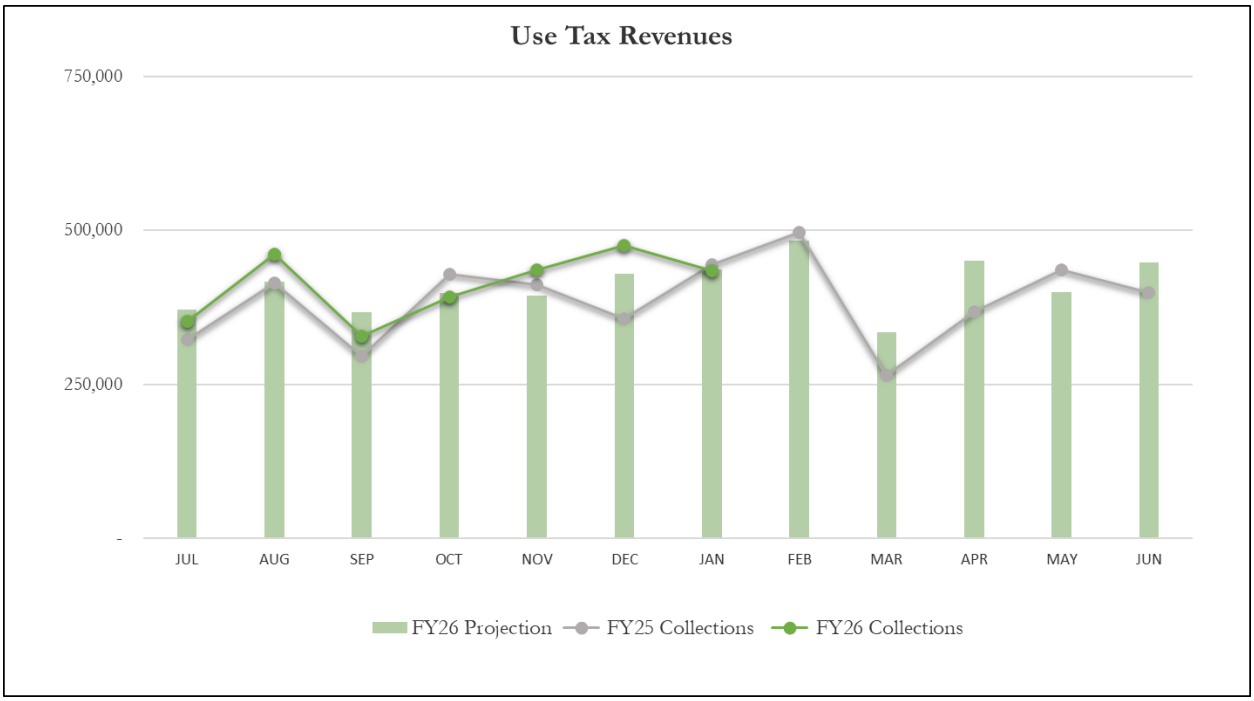


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - January 2026	$ 2,729,092	$ 2,618,366	$ (110,726)	-4.06%
Sales Tax Receipts (year-to-date):	$ 18,122,986	$ 18,123,316	$ 330	0.00%

	January 2025	January 2026	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 2,705,137	$ 2,652,183	$ (52,955)	-1.96%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 18,321,456	$ 18,123,316	$ (198,141)	-1.08%

- Fiscal Year 2026 Use Tax Collections and Performance:



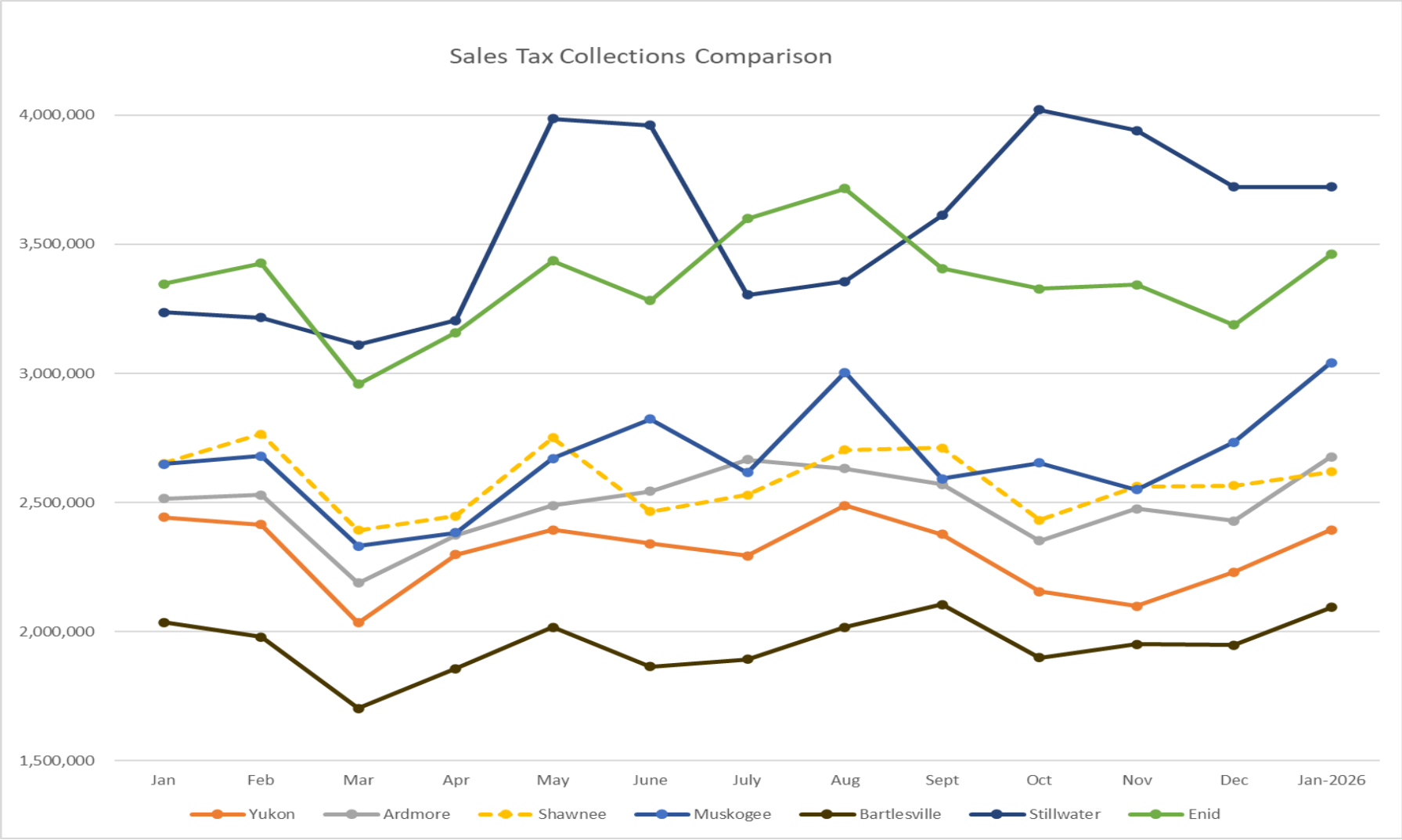
	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts - January 2026	$ 437,427	$ 434,969	$ (2,458)	-0.56%
Uses Tax Receipts (year-to-date):	$ 2,816,746	$ 2,879,289	$ 62,543	2.22%

	January 2025	January 2026	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 387,950	$ 444,464	$ 56,514	14.57%

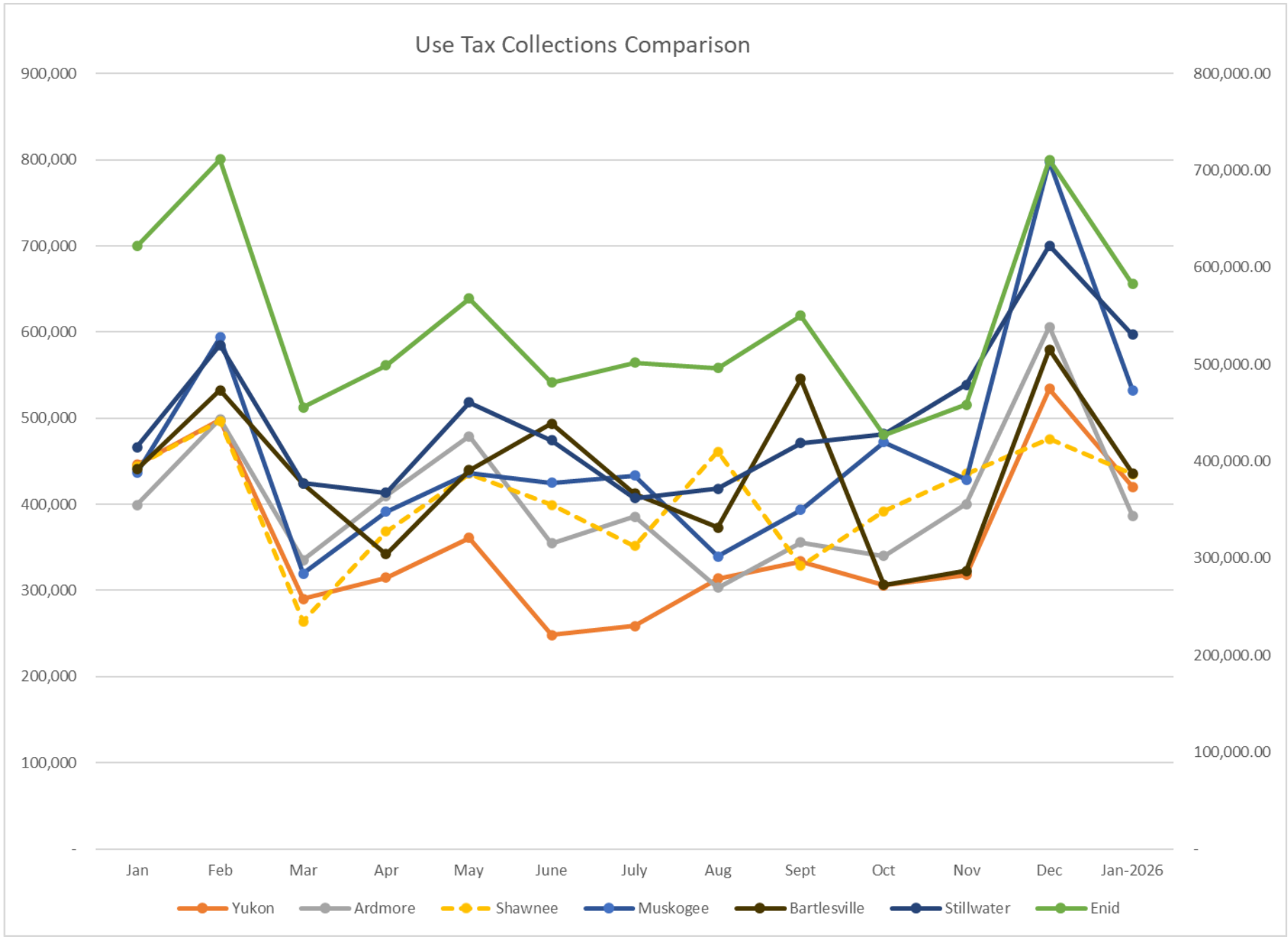
	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 2,674,396	$ 2,879,289	$ 204,893	7.66%

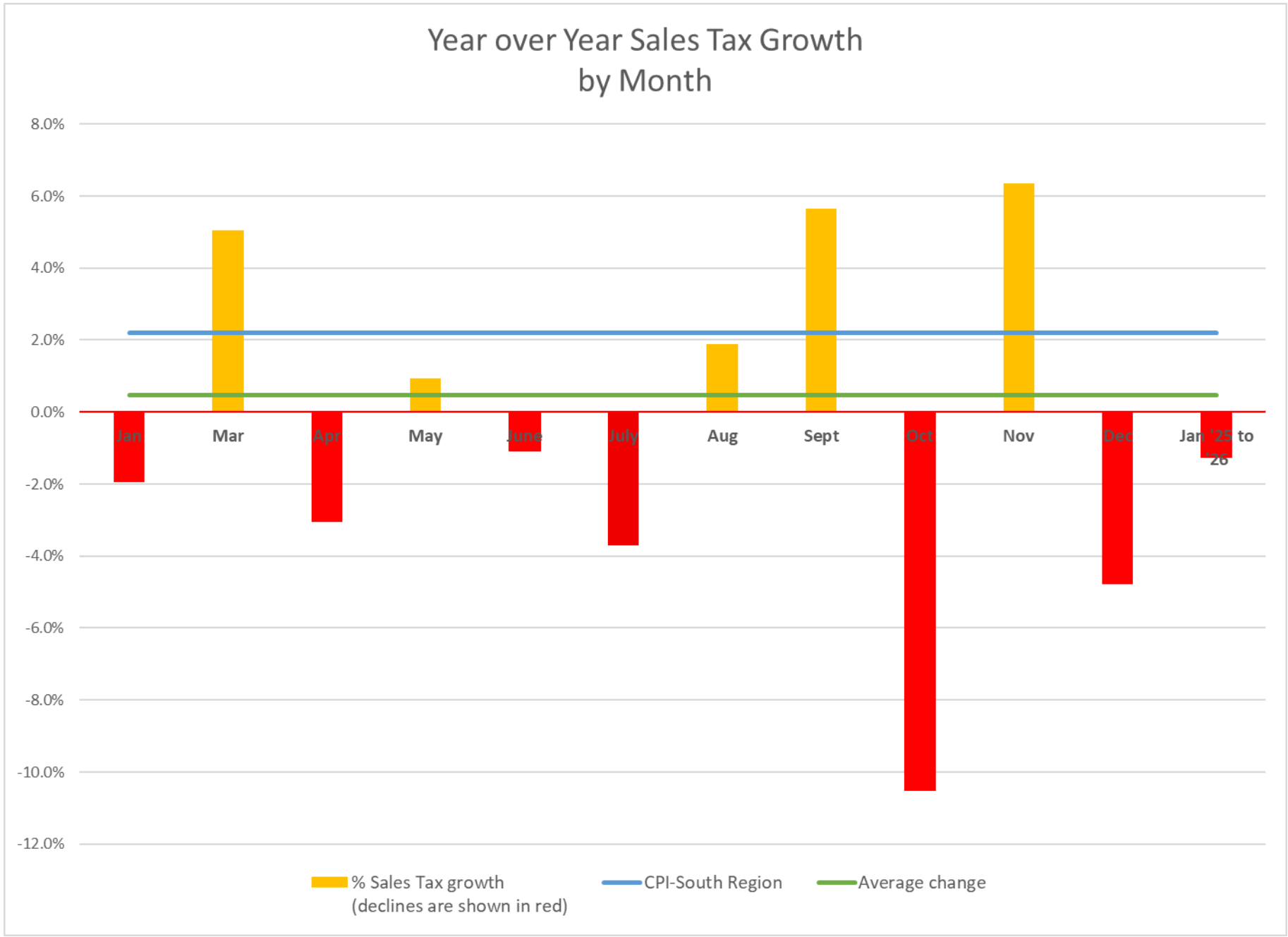
- Fiscal Year 2026 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)		
Sales Tax Above/(Below) Projections:	$	165
Use Tax Above/(Below) Projections:	$	62,543
Appropriated:		
Total Appropriated	$	-
Total Unappropriated:	$	62,708



	Yukon	Ardmore	**Shawnee**	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	**31,377**	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	**4.00%**	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	**15**	12	16	11	10


Use Tax Collections Comparison
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
-
800,000.00
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
Jan
Feb
Mar
Apr
May
June
July
Aug
Sept
Oct
Nov
Dec
Jan-2026
Yukon
Ardmore
Shawnee
Muskogee
Bartlesville
Stillwater
Enid


Year over Year Sales Tax Growth
by Month
8.0%
6.0%
4.0%
2.0%
0.0%
-2.0%
-4.0%
-6.0%
-8.0%
-10.0%
-12.0%
Jan
Mar
Apr
May
June
July
Aug
Sept
Oct
Nov
Dec
Jan '25 to '26
% Sales Tax growth
(declines are shown in red)
CPI-South Region
Average change

2018 Half-cent Sales Tax Update







January 20, 2026

Seth Barkhimer, Assistant City Manger

2018 Sales Tax Election

- "**Proposition #4**" passed on June 26, 2018
- **Added 0.5%** to existing sales tax
- Revenue allocated for **capital improvements**
  - Public Safety: 0.125% sales tax or 25% of total
  - Streets/Roads: 0.125% sales tax or 25% of total
  - Parks/Public Facilities: 0.25% sales tax or 50% of total

Investment Updates

$27 million in Sales Tax Collections

- Through December 2025 collections

$26.2 million invested in Community Projects

- Through December 2025
- $3.8 million spent in FY24
- $3.7 million spent in FY25

Public Safety	Original Allocation	New Allocation	Expensed to date	Status
Police Department Headquarters	$3,200,000	$4,339,268	$4,339,268	Complete
Police Patrol Vehicles	$1,250,000	$1,098,727	$1,098,727	Complete
Fire Station #1 & #3	$1,750,000	$1,939,303	$1,754,264	#3 Complete #1 Upcoming
Fire Engine	$750,000	$855,880	$0.00	In Progress
Fire Training Structure	$300,000	$50,195	$50,195	Hold
Emergency Warning System	$250,000	$250,000	$250,000	Complete
Total Public Safety	**$7,500,000**	**$8,533,372**	**$7,488,454**	

Streets and Roads	Original Allocation	New Allocation	Expensed to date	Status
45th Street widening	$3,500,000	$4,533,372	$514,005	Utility Relocation
Pavement Overlays & Panel Replacements	$4,000,000	$4,000,000	$2,813,753	On-Going
Total Streets & Roads	**$7,500,000**	**$8,533,372**	**$3,327,758**	

Parks & Public Facilities	Original Allocation	New allocation	Expensed to date	Status
Implement Parks Master Plan	$7,000,000	$8,437,049	$8,405,932	Complete
EXPO Enhancement & Remodel	$3,500,000	$3,500,000	$1,838,588	Various equipment & repairs
Sidewalks & Trails	$1,750,000	$1,752,314	$1,752,314	Complete
Santa Fe Depot	$400,000	$1,194,187	$1,194,187	Complete
Library	$1,000,000	$401,382	$245,792	In planning
Senior Center	$1,000,000	$1,300,000	$1,179,972	Roof project underway
Community Center	$350,000	$212,971	$212,971	Complete
Unassigned	0	$203,274	$203,274	Future projects
Total Facilities	**$15,000,000**	**$17,001,177**	**$15,033,031**	

A special "**Thank You**" to the citizens of Shawnee for their support!

City of Shawnee
OKLAHOMA