



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

**AGENDA - SPECIAL MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, JULY 13, 2026 6:00 PM**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chair and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

Naomi Hogue _____ Daniel Beatie _____ Donald Vieth _____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from consent by request.)

1. MINUTES OF JOINT SPECIAL MEETING

Approval of the minutes of the Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority Joint Special Meeting held on June 1, 2026. *Marcy Kilgore, City Clerk/Treasurer*

2. MINUTES OF REGULAR MEETING

Approval of the minutes of the Coweta Public Works Authority Regular Meeting held on June 1, 2026. *Marcy Kilgore, City Clerk/Treasurer*

3. RESOLUTION 2026-28, ACCEPTANCE OF THE 111TH STREET SOUTH DRAINAGE IMPROVEMENT PROJECT

Approval of the adoption of Resolution 2026-28, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, accepting the completion of the 111th Street South Drainage Improvements project.
Julie A. Casteen, Trust Manager

4. PURCHASE OF AN EQUIPMENT TRAILER FOR THE WATER DEPARTMENT FROM NATIONWIDE TRAILERS, LLC FOR \$17,349.00

Approval of the purchase of an equipment trailer from Nationwide Trailers, LLC for \$17,349.00, budgeted in account 04-5404.033 in the Public Works Utility Services Fund.
Edgar Barroso, Public Works Director

IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

V. ADMINISTRATION

1. **SELECTION OF VICE-CHAIRMAN**

Discuss and consider action on the selection of a Vice-Chairman for the Coweta Public Works Authority.

2. **BID AWARD - FILTER MEDIA REPLACEMENT PROJECT AT THE COWETA WATER TREATMENT PLANT TO IMC CONSULTING, LLC IN THE AMOUNT OF \$307,000.00**

Discuss and consider action to award a bid to IMC Consulting, LLC., the lowest responsible bidder, in the amount of \$307,000.00 for the Filter Media Replacement project at the Coweta Water Treatment Plant, budgeted in the Public Works Authority Utility Fund, account 04-5404.033, and direction to the Trust Manager to execute all necessary documents related to the project.

Julie A. Casteen, Trust Manager

3. **RESOLUTION 2026-29 REGARDING BUDGET AMENDMENTS**

Discuss and consider approval of Resolution 2026-33, a Resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, adopting amendments to the annual appropriations for the budget of the Coweta Public Works Authority for Fiscal Year Ending June 30, 2027; appropriating \$307,000 in account 04-5404.033 of the Utility Services Fund from unencumbered fund balance for the rehabilitation of the filter media at the Coweta Water Treatment Plant.

Julie A. Casteen, Trust Manager

4. **APPROVAL OF CHANGE ORDER NO 2, WASTEWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$357,060.02, FUNDED IN THE SEWER IMPROVEMENTS FUND, ACCOUNT 35-5411.034**

Discuss and consider approval of Change Order No. 2 in favor of Daris Contractors, LLC related to the Wastewater Treatment Plant Improvements project, increasing the cost of the contract from \$16,290,900 to 16,647,960.02, an increase of \$357,060.02.

Julie A. Casteen, Trust Manager

5. **RESOLUTION 2026-33 REGARDING BUDGET AMENDMENTS**

Discuss and consider approval of Resolution 2026-33, a Resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, adopting amendments to the annual appropriations for the budget of the Coweta Public Works Authority for Fiscal Year Ending June 30, 2027; appropriating \$375,000 in account 04-5535.037 of the Public Works Authority Utility Services Fund from unencumbered fund balance for a transfer to the Sewer Improvements Fund, revenue account 35-04.03.37, to fund sludge removal at the Coweta Wastewater Treatment Plant, account 35-5411.034.

Julie A. Casteen, Trust Manager

6. **AWARD AND ASSIGNMENT OF ADDITIONAL BID CONTRACTS FOR AUDIO/VISUAL SYSTEMS, LOW VOLTAGE SYSTEMS, AND SECURITY SYSTEMS FOR FIRE STATION NO. 1 AND THE POLICE STATION TO FLINTCO, LLC, INCLUDED IN THE GUARANTEED MAXIMUM PRICE OF 17,112,334, TO BE PAID FROM THE 1% SALES TAX FUND**

Discuss and consider action related to the assignment of additional bid contracts for the construction of Fire Station No. 1 and the Police Station to Flintco, LLC, included in the guaranteed maximum price of \$17,112,334, to be paid from the 1% Sales Tax Fund, and direction to the Trust Manager to execute all necessary documents related thereto.

Julie A. Casteen, Trust Manager

7. PURCHASE OF A 2026 CAT 306 CR MINI HYDRAULIC EXCAVATOR FOR THE WATER DEPARTMENT FROM WARREN CAT FOR \$89,876.00 UNDER STATE OF OKLAHOMA CONTRACT SW0192

Discuss and consider approval of the purchase of a 2026 CAT 306 CR Mini Hydraulic Excavator for \$89,876.00 under State of Oklahoma contract number SW0192, budgeted in account 04-5404.0033 in the Public Works Utility Fund.

Edgar Barroso, Public Works Director

8. TRUST MANAGER EMPLOYMENT AGREEMENT

Discuss and consider action to approve the Amended and Restated Trust Manager Employment Agreement.

VI. ADJOURNMENT

*If you wish to speak during this meeting, please sign in before the meeting begins using the sign-up sheet located on the table near the podium. Speakers may address only those items listed on the posted agenda. All cell phones and electronic devices must be turned **off** or **set to silent** for the duration of the meeting.*

Persons who require a special accommodation to participate in this meeting should contact the Coweta City Clerk, 310 South Broadway, P.O. Box 850, Coweta, Oklahoma, 74429, 918-486-2189 or via Email: cityclerk@cityofcoweta-ok.gov, as far in advance as possible and preferably at least 48 hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353; voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 1, 2026, 6:00 P.M.**

The agenda for this meeting was posted at least 48 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority met in a joint special session on Monday, June 1, 2026, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS/TRUSTEES PRESENT: Naomi Hogue, Jeremy Barnett, Daniel Beatie, Donald Vieth

COUNCILMEMBERS/TRUSTEES ABSENT: None.

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue.

II. The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

III. The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

IV. Pledge of Allegiance given

V. ROLL CALL

Roll call taken. Council members and Trustees were present as shown above.

VI. PUBLIC HEARING

JOINT PUBLIC HEARING FY27 PROPOSED BUDGET

City Manager Julie Casteen discussed the proposed FY 2026-2027 Operating/Capital budget for all funds.

No action was taken by Councilmembers or Trustees

VII. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:21 p.m.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 1, 2026, 6:00 P.M.**

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, Trust Secretary

Naomi Hogue, CIDA Chairman

Jeremy Barnett, Secretary

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JUNE 1, 2026 7:29 P.M.**

The agenda for this meeting was posted at least 48 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The Trustees of the Coweta Public Works Authority met in regular session on Monday, June 1, 2026, at 7:29 p.m. following the meeting of the Coweta City Council at City Hall, 310 S Broadway, Coweta, OK 74429.

TRUSTEES PRESENT: Naomi Hogue, Jeremy Barnett, Daniel Beatie, Donald Vieth

TRUSTEES ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Naomi Hogue, second by Jeremy Barnett to approve the consent calendar items:

1. MINUTES OF THE REGULAR MEETING

Approval of the minutes of the Coweta Public Works Authority regular meeting held on May 4, 2026.

2. MINUTES OF THE JOINT SPECIAL MEETING

Approval of the minutes of the Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority Joint Special meeting held on May 5, 2026.

3. JOINT RESOLUTION 2026-15 MASTER FEE SCHEDULE

Approval of Resolution 2026-15, a joint resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2026.

4. RESOLUTION 2026-22 REGARDING BUDGET AMENDMENTS

Discuss and consider possible action related to the adoption of Resolution 2026-22, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma; adopting amendments to the annual appropriations for the budget of the Coweta

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JUNE 1, 2026 7:29 P.M.**

Public Works Authority for fiscal year ending June 30, 2026; appropriating \$600,000 for transfers to the City of Coweta, funded by \$600,000 in transfers from the City of Coweta as a security pledge for the indebtedness of the Coweta Public Works Authority.

5. RESOLUTION 2026-24 REGARDING BUDGET AMENDMENTS

Approval of Resolution 2026-24, a Resolution of the City Council of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for Fiscal Year Ending June 30, 2026; appropriating \$2,128.47 in the Ambulance Fund from unencumbered fund balance 08-5310.060 for the cost of repairs to EMS4 for the Fire Department, and appropriating \$3,664.03 in the Ambulance Fund for the receipt of Insurance Claim Proceeds to 08-04.03.48.

6. FY26 AUDIT PROPSAL

Discuss and consider acceptance of a proposal from Hinkle & Company, PC to provide auditing services for the fiscal year ending June 30, 2026 in the amount of \$34,500, with half being paid by the Coweta Public Works Authority.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

**IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM
CONSENT**

No items removed.

**V. CONSENT RATIFICATION OF PREVIOUS ACTIONS TAKEN BY THE
COWETA PUBLIC WORKS AUTHORITY ON MAY 4, 2026**

1. MINUTES OF THE SPECIAL MEETING

Approval of the Minutes of the Coweta Public Works Authority Special Meeting held on April 6, 2026. *Marcy Kilgore, City Clerk/Treasurer.*

Discuss and consider approval to ratify the actions taken on May 4, 2026, to approve the minutes of the Coweta Public Works Authority Special Meeting held on April 6, 2026.

**2. FISCAL YEAR 2024-2025 AUDITED FINANCIAL REPORT AND OPERATING
REPORT**

Presentation of the annual audited Financial Report and Operating Report for the Fiscal Year ended June 30, 2025, and possible action to acknowledge the receipt thereof.

**3. BID AWARD- PUBLIC SAFETY COMMUNICATIONS TOWER PROJECT TO
BRIGHT LIGHTING, INC. IN THE AMUNT OF \$75,250.00**

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JUNE 1, 2026 7:29 P.M.**

Discuss and consider action to award a bid to Bright Lighting, Inc., the lowest responsible bidder, in the amount of \$75,250.00 for Public Safety Communications Tower project budgeted in the Public Works Authority 1% Sales Tax Fund, account 36-5404.007, and direction to the Trust Manager to execute all necessary documents related to the project.

4. APPROVAL OF CHANGE ORDER NO 1, PUBLIC SAFETY BUILDINGS- USE OF CONTINGENCY FUNDS

Discuss and consider approval of Change Order No. 1 authorizing the use of the Construction Manager's Contingency in the amount of \$124,404.36 for the Public Safety Facility project, with no change to the overall project cost.

VI. ADMINISTRATION

1. RESOLUTION 2026-13 ON FY27 BUDGET ADOPTION

Trust Manager Julie Casteen led discussion and requested possible action related to adoption of Resolution 2026-13, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma; adopting the budget for the Coweta Public Works Authority Utility Services Fund, the Ambulance Service Fund, the Sewer Improvements Fund, and the 1% Sales Tax Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and providing for the investment of these funds; and including any possible amendments to the FY27 Proposed Budget and Financial Plan, including adding, deleting, increasing, or decreasing any appropriations, expenditures, and the amounts thereof.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2026-13, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma; adopting the budget for the Coweta Public Works Authority Utility Services Fund, the Ambulance Service Fund, the Sewer Improvements Fund, and the 1% Sales Tax Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and providing for the investment of these funds; and including any possible amendments to the FY27 Proposed Budget and Financial Plan, including adding, deleting, increasing, or decreasing any appropriations, expenditures, and the amounts thereof.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

2. RESOLUTIONN 2026-20, ACCEPTANCE OF REMOVAL AND DISPOSAL OF WATER TREATMENT PLANT LAGOON SLUDGE PROJECT

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2026-20, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, accepting the completion of the Removal and Disposal of Water Treatment Plant Lagoon Sludge project.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
JUNE 1, 2026 7:29 P.M.**

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2026-20, a resolution of the Board of Trustees of the Coweta Public Works Authority, Coweta, Oklahoma, accepting the completion of the Removal and Disposal of Water Treatment Plant Lagoon Sludge project.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

VII. NEW BUSINESS

No new business.

VIII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 7:34 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary



P.O. BOX 850
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Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RESOLUTION 2026-28, ACCEPTANCE OF THE 111TH STREET SOUTH DRAINAGE IMPROVEMENT PROJECT**

Date: July 13, 2026

BACKGROUND

The 111th Street drainage project was recently completed in advance of the 111th Street South Widening project to alleviate drainage issues in the surrounding area.

STAFF RECOMMENDATION

Staff recommends acceptance of the 111th Street South Drainage Improvements project completed by Cook's Consulting, LLC by the adoption of Resolution 2026-28.

ATTACHMENTS

1. Maintenance Bond
2. Reso 2026-28-PWA Acceptance of 111th Street Drainage Project



Bond No. F297882

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Cook's Consulting, LLC
PO Box 10, Ft. Gibson, OK 74434 as Principal,
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State of Oklahoma
as Surety, are held and firmly bound unto City of Coweta
as Obligee, in the sum of
Fifty - Eight Thousand, Four Hundred Eighty-Seven Dollars and Zero Cents DOLLARS,
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 4th day of June, 2025 .

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 23rd
day of May, 2025, for Drainage Improvements at 111th St. and 273rd ST.

the terms of which agreement were completed and accepted the 23rd day of May, 2025 ;
and

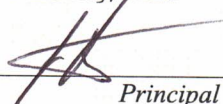
WHEREAS the Principal has given a (1) One year maintenance guarantee under said agreement
or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

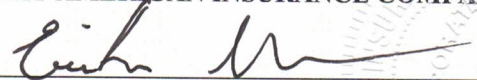
PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation
other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative
Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the (1) One year
maintenance period.

Cook's Consulting, LLC


Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
Attorney-in-Fact

Ericka Warren

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Seven

No. 0 22533

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Levi Farmer		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of October, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

[Signature]

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of October

, 2024, before me personally appeared JOHN WEBSTER, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JOHN WEBSTER (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of June, 2025.



My L C. B.

Assistant Secretary

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2026-28**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COWETA
PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA; ACCEPTING
THE COMPLETION OF THE 111TH STREET DRAINAGE PROJECT IN
THE CITY OF COWETA.**

WHEREAS, the Coweta Public Works Authority contracted with Cook's Consulting, LLC to complete the 111th Street South Drainage Improvements project in the City of Coweta; and

WHEREAS, upon completion of the work, the project was inspected and approved by the City Engineer; and

WHEREAS, the City is in possession of the required one-year maintenance bond and is prepared to assume maintenance of the work upon the expiration of the one-year period.

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma that:

Section 1. The Trustees for the Coweta Public Works Authority move to accept the work completed related to the 111th Street South Drainage project and authorize final payment to Cook's Consulting, LLC for a total amount of \$58,487.00.

**ADOPTED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS
AUTHORITY ON THIS 13th DAY OF JULY 2026.**

Naomi Hogue, Chair

Approved as to form:

Patrick Boulden, Trust Attorney

ATTEST:

Marcy Kilgore, Secretary



P.O. BOX 850
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Memorandum

To: Honorable PWA Chairman and Trustees

From: Edgar Barroso, Public Works Director

Re: **PURCHASE OF AN EQUIPMENT TRAILER FOR THE WATER DEPARTMENT FROM
NATIONWIDE TRAILERS, LLC FOR \$17,349.00**

Date: July 13, 2026

BACKGROUND

An equipment trailer for the Water Department was approved in the FY27 Budget. Staff obtained three quotes and found the lowest price through Nationwide Trailers at \$17,349.00.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of an equipment trailer from Nationwide Trailers, LLC for \$17,349.00.

ATTACHMENTS

1. 261713-Equipment Trailer Water Dept



QUOTATION FORM

THIS FORM IS TO BE COMPLETED FOR ALL PURCHASES BETWEEN \$2,500 and \$24,999.00
(PURCHASES \$25,000 AND ABOVE REQUIRE COMPETITIVE BIDDING)

DATE: 07/01/26

Person Completing the Request: JON BATES Description of Goods or Services:
2026 PJ TRAILER PLP25C2BSWK S/N 4P51F3226T1436875

CHECK ONE OF THE FOUR BOXES BELOW:

☐ 1. This purchase is being made through a purchasing cooperative agreement.

Coop name: _____

☐ 2. This purchase is being made through a State of Oklahoma Contract

OK Contract Number: _____

☐ 3. This purchase is being designated as "sole source" (must attach documentation for review)

☒ 4. This purchase requires three quotations (Email or Fax preferred) – provide information below

Vendor #1 Name: NATIOWIDE TRAILERS TULSA

Vendor Billing Address: 15051 EAST ADMIRAL PLACE, TULSA, OK 74116

Vendor Phone: 918-346-6238

Quoted Price with freight or other fees: 17,349.00

Vendor #2 Name: BIG TEX TRAILER WORLD

Vendor Billing Address: 3030 W RENO AVE, OKLAHOMA CITY, OK 73107

Vendor Phone: 405-337-1700

Quoted Price with freight or other fees: \$24,380.00

Vendor #3 Name: CENTRAL TRAILER SALES

Vendor Billing Address: 9819 S 235TH E AVE BROKEN ARROW, OK 74014

Vendor Phone: 918-251-4496

Quoted Price with freight or other fees: \$29,990.00

Signature

Jon M Bates

Date

7/1/26

ATTACH ALL DOCUMENTATION WITH THIS FORM TO YOUR PURCHASE ORDER REQUEST; IF YOU ARE
UNABLE TO OBTAIN THREE QUOTES, COMPLETE REVERSE SIDE DOCUMENTING ATTEMPTS MADE

DRAFT

Nationwide Trailers Tulsa

15051 East Admiral Place
Tulsa, OK 74116 US

Phone: (918) 346-6238 Fax: () -
Email: tul@nationwidetrailers.com
Web site: www.nationwidetrailers.com

Bill To:

City of Coweta
City of Coweta
PO Box 850
Coweta, OK 74429 US

Document: 05-907769
Date: 7/1/2026

PO:
CustId: CITYOFCOWETA

Cust Email: ap@cityofcoweta-ok.gov
Phone: (918) 483-2189
Salesperson: dmoorej
User: dmoorej

Ship To:

City of Coweta

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
90551 / 25,900	UN	PJ Trailers PLP25C2BSWK Yr: 2026 S/N: 4P51F3226T1436875 PJ - PLP25C2BSWK	1.0000		\$17,199.00		\$17,199.00
Doc	MC	Document Fee	1.0000		\$150.00		\$150.00
Total:							\$17,349.00
Totals							
Sub Total:							\$17,349.00
Total Tax:							\$0.00
Estimated/Current Invoice Total:							\$17,349.00

Estimated/Current Balance Due On This Invoice: \$17,349.00

Signature: _____

All products sold by Nationwide Trailers are subject to the manufacturer's warranty against defects in workmanship or materials. There are NO returns on electrical parts or special order items. There is a 15% restocking fee for all other returns made within the 30 day return period. Trailer sales are Final, No returns or exchanges. It is the owners responsibility to check couplers, lug nuts, dust caps, and tire pressures before/after each trip. See product owners manual for warranty documentation.

Thank you for your business.

[Locations](#)[\(888\) 885-1005](#)

< anteed! We'll match ANY competitor's price on
ds, and Parts! See your local store for details.

>

Inventory / Gooseneck/Pintle Trailer



BIG TEX 25PH, PINTLE, 102" X 25', 25.9K, DOVETAIL, MEGA RAMPS

Heavy Duty Tandem Dual Wheel Pintle

 In Stock • New

MSRP

Trailer World Price*

(317) 782-5958

I'm Interested

 **Located at:** 5401 Elmwood Ave, Indianapolis, IN

PRODUCT HIGHLIGHTS

Year:	2026
Model:	25PH-25BK+5MR
Axle:	2 - 12,000# Premium, Cambered Axles with Oil Bath and Valcrum Caps
GVWR:	25900 lbs
Cargo Capacity:	19600 lbs
Hitch Type:	Pintle Hitch
Length:	25'+5"
Ramps:	5' Double Hinged, Spring Assisted Flip-Over Ramps
Color:	Black
VIN:	475754

CUSTOMIZE YOUR PAYMENT

Down Payment

\$0

Amount To Be Financed

\$24,380

Term (Loan Length)

60 months

APR

10.74%

Monthly payment as low as

\$526.92

Pre-qualify

Apply Now

An origination fee of \$150 will be added to all loans. The fee will automatically be included in the amount financed and will result in the disclosed APR being slightly higher than the interest rate. APR of 8.49% to 27.49% will apply. Payments and prices are estimated using base models. Price and payment do not include tax, registration, other fees or accessories. All pricing is set by dealers, please contact your nearest dealer for pricing. [See full disclaimer.](#)



Built on Faith, Driven by Integrity.

☎ **(918) 251-4496**

📍 **9819 S 235th E Ave**
Broken Arrow, OK 74014

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MENU

2025 Diamond C Trailers PX-212 MR/XDR 25'x102" Extreme Heavy Duty Equipment Trailer W / Max Ramps

On Sale **\$29,990.00**

Was ~~\$33,990.00~~

Sale: Save \$4,000.00

Sale Price: \$29,990.00



DIAMOND C PX-212 MR/XDR Pintle Extreme Heavy Duty 25' x 102" Tandem Dual Wheel





P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **BID AWARD - FILTER MEDIA REPLACEMENT PROJECT AT THE COWETA WATER TREATMENT PLANT TO IMC CONSULTING, LLC IN THE AMOUNT OF \$307,000.00**

Date: July 13, 2026

BACKGROUND

On June 5, 2026, the City of Coweta/Coweta Public Works Authority solicited bids for the Filter Media Replacement project. This project involves rehabilitating the filters at the Coweta Water Treatment Plant, which have not been replaced since the plant went into operation in September 2014.

Bids from three vendors were received and opened on July 2, 2026. The lowest responsible bidder was IMC Consulting, LLC in the amount of \$307,000.00.

A budget amendment will be presented as a separate item to fund the project in account 04-5404.033. There may be additional work needed that was identified during the pre-bid meetings. If necessary, a change order may be presented at a later date.

STAFF RECOMMENDATION

Staff recommends awarding the bid for the Filter Media Replacement project to IMC Consulting, LLC in the amount of \$307,000.00. and authorizing the Trust Manager to execute any necessary documents related to the project.

ATTACHMENTS

1. Recommendation of Award Letter and Bid Tab
2. IMC Consulting LLC
3. BID PACKET
4. 260625-Addendum 1 Filter Media Replacement

5. Affidavit of Publication



WDB ENGINEERING P.L.L.C.

6330 S.E. 74th Street
Oklahoma City, OK 73135
PHONE (405) 741-7090
FAX (405) 741-7094
wdbengineering.net

July 8, 2026

Julie Casteen
City Manager
City of Coweta

Re: Filter Media Replacement

Dear Julie,

We have reviewed the bids submitted on July 2nd, 2026 for the Filter Media Replacement project. The bid tabulation is attached.

I recommend the project be awarded to **IMC Consulting, LLC** in the amount of **\$307,000.00** based on the unit price bid for the Base Bid.

If you should have any questions please call.

Sincerely,

David B. Wyatt, P.E.

City of Coweta Filter Media Replacement Bid on July 2nd, 2026 @ 2:00 p.m.				IMC Consulting LLC		All Service Contracting Corp		Superior Services & Supply LLC	
ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Remove Existing Media from Filter	4	EA.	\$32,000.00	\$128,000.00	\$25,108.00	\$100,432.00	\$44,453.50	\$177,814.00
2	Install New Media in Filter per Specifications and References	4	EA.	\$44,750.00	\$179,000.00	\$58,563.50	\$234,254.00	\$72,613.67	\$290,454.68
TOTAL BASE BID					\$307,000.00		\$334,686.00		\$468,268.68



IMC Consulting Reference List

Project references and contact information

DC Well Services of Oklahoma

Project Name	Bluff Creek WWTP Filter Media Replacement
Project Description	Filter media removal, installation, disinfection, and filter repair work
Project Amount	\$262,875.00
Project Completion	March 24, 2026
Address	6288 Boucher Drive Edmond, OK 73034
Contact Name	Travis Evans
Phone Number	405/564-3751
Email	Tevans@DCWellsok.com

KAJACS Contractors, Inc.

Project Name	Iron Forks WTP
Project Description	Filter media removal, installation, disinfection, and filter repair work
Project Amount	\$158,820.00
Project Completion	May 4, 2026
Address	3401 W. 65th Street Little Rock, AR 72209
Contact Name	Phillip Wagner
Phone Number	573/714-4018
Email	pwagner@kajacs.com

City of Muskogee (Muskogee Public Works)

Project Name	Muskogee WTP, Replenishment of Anthracite Filter Media
Project Description	Furnished all labor, materials, equipment, and incidentals required to supply and install new anthracite media into existing filters to restore proper media depth and performance.
Project Amount	\$182,850.00
Project Completion	June 4, 2026
Address	302 South Cherokee Muskogee, OK 74402
Contact Name	Russ Andis
Phone Number	918/684-6380 ext. 1565
Email	Randis@muskogeeok.gov



July 2, 2026

Owner: City of Coweta, OK
Engineer: WDB Engineering PLLC
Project: Filter Media Replacement
Project.: Filter Media Replacement

To whom it may concern:

IMC Consulting is pleased to submit our proposal for **the Filter Media Replacement** project in Coweta, OK. This letter serves to provide supplemental information to clarify specific items to ensure a transparent evaluation of our bid.

We are making a formal declaration. This information is provided to ensure full project alignment and is **not** a qualification or condition of our bid base which fully complies with your specifications. Observations on at least one filter, watching the air scouring, show signs of irregularities that we are certain will need to be repaired during the project. As the extent of the problem is currently unknown, our bid price strictly covers the scope of work outlined in the current bidding documents. It is our opinion that potential repair work of the underdrain grid will have to be addressed after the media has been removed and all potential issues are clearly exposed for accurate pricing.

In addition, the bid submitted is under the assumption that all materials removed from the filters are non-hazardous.

We look forward to the possibility of partnering with you on this project.

Sincerely,

Natasha Zwanziger, President
IMC Consulting, LLC

BID PROPOSAL

Proposal of IMC CONSULTING (hereinafter Called "BIDDER"). Organized and existing under the laws of the State of OKLAHOMA doing business as IMC CONSULTING. To the **City of Coweta** (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **Filter Media Replacement** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project with in **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$600.00 for each calendar day thereafter as provided in these specifications.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

Bidder acknowledges receipt of the following addenda:

No. 1 Date 6/29/26 No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the following unit prices or lump sum.

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

W. Shaw, IMC CONSULTING, LLC taxed as
NOTE: BIDS shall include all applicable taxes and fees. an S-corp

BID PROPOSAL **BASE BID**

Item No.	Qty.	Unit	Description	Unit Price	Total Amount
----------	------	------	-------------	------------	--------------

1	4	EA.	Remove Existing Media from Filter	\$ <u>32,000</u> / EA.	
---	---	-----	-----------------------------------	------------------------	--

one hundred and twenty eight thousand dollars & zero cents DOLLARS \$ 128,000

2	4	EA.	Install New Media in Filter per Specifications and References	\$ <u>44,750</u> / EA.	
---	---	-----	---	------------------------	--

one hundred and seventy nine thousand dollars & zero cents DOLLARS \$ 179,000

Three hundred and seven

TOTAL BASE BID thousand dollars & zero cents DOLLARS \$ 307,000

Note: Filter media replacement and installation shall occur one at a time, 4 units in total.

The extension of the total of all unit prices shall equal the amount shown for the Total Bid.

The Owner is permitted to accept or reject formalities.

Amounts are to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc. to cover finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or bids and to waive any informalities in the bidding.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten days and deliver a surety bond or bonds as required by the General Conditions.

The bid security of \$ 30,700 Dollars (5% of Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time above the set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,


Signature

President & sole member
Title

26-3870573
Employer I.D. No.

(SEAL) - if BID is by a
Corporation

ATTEST:

Secretary/Witness

IMC CONSULTING
Firm Name

9400 Oude Tusclany RD
Address

OKLAHOMA CITY, OK 73169
Address

405/343-0232
Telephone No.

7/1/2024
Date

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma)
)SS:
COUNTY OF Cleveland)

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

none

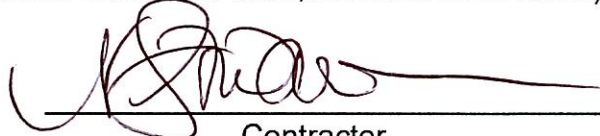
Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project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

none

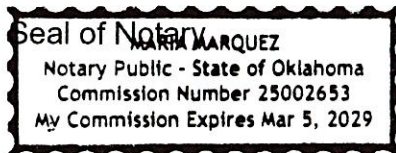
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms is as follows

none

(If none of the business relationships hereinabove mentioned exist, affiant shall so state.)


Contractor

Subscribed and sworn to before me this 1st day of JULY, 2026.




Notary Public

My Commission Expires:

3.5.29.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
IMC Consulting, LLC as Principal, and Palomar Casualty and Surety Company as
Surety, are hereby held and firmly bound unto **City of Coweta** as OWNER in the penal
sum of Ten Percent of Amount Bid Dollars,
(\$ 10%) or the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.

Signed, this 25th day of June, 2026.

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

Filter Media Replacement

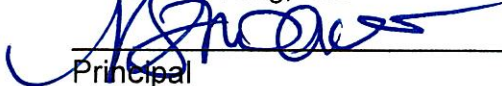
NOW, THEREFORE,

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

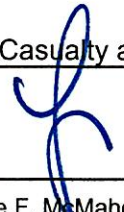
The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the
time within which the OWNER may accept such BID; and said Surety does hereby
waive notice of any such extension.

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

IMC Consulting, LLC

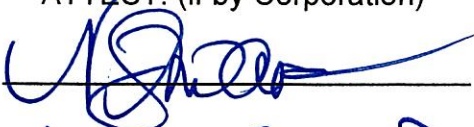

Principal

Palomar Casualty and Surety Company
Surety

By: 

Lawrence F. McMahon, Attorney-in-Fact

ATTEST: (if by Corporation)




CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On JUN 25 2026 before me, N. Kirk-Smith, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature N. Kirk-Smith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: N/A

Principal: IMC Consulting, LLC

Description: Filter Media Replacement

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

Lawrence F. McMahon, Sarah Myers, Ryan E. Warnock, Maria Guise, Janice Martin, and Christopher J. Conte

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.



Cullen S. Piske
President
Palomar Casualty and Surety Company

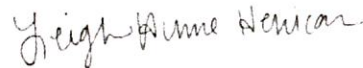


State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana



Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 25th day of June, 2026.



Angela Grant
Secretary



NON-COLLUSION AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Cleveland) ss

Natasha Zwanziger, of lawful age, being first duly sworn,
deposes and says that he is President & sole member
(sole owner, a partner, president, secretary, etc.)

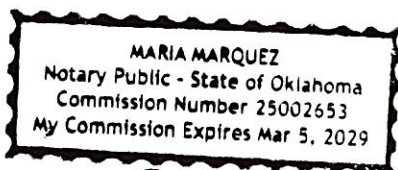
of Imc consulting the party making the foregoing bid;
that such bid is not made in the interest of or on behalf of any undisclosed person,
partnership, company association, organization, or corporation; that such bid is genuine
and not collusive or sham; that said bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor
that anyone shall refrain from bidding; that said bidder has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid
price of said bidder, or of any other bidder, nor to fix any overhead, profit, or cost element
of such bid price nor of that of any other bidder, nor to secure any advantage against the
public body awarding the contract or anyone interested in the proposed contract; that all
statements contained in such bid are true; and further, that said bidder has not directly or
indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor
divulged information or data relative thereto, nor paid and will not pay a fee in connection
therewith to any corporation, partnership, company, association, organization, bid
depository, nor to any member or agent thereof, nor to any other individual except to such
person or persons as have a partnership or other financial interest with said bidder in his
general business.

Signed: [Signature]

Title: President & sole member

Subscribed and sworn to before me this 1st day of JULY, 2026.

Seal of Notary



[Signature]
Notary Public

My Commission Expires: 3.5.29

PAYROLL AFFIDAVIT

Natasha Zwanziger, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with requirements of Title 40 o.s. 1981, § 196.9a(B), as amended.

[Signature]

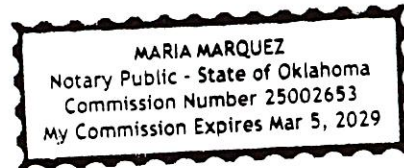
Subscribed and sworn to before me this 1st day of JULY, 2026.

[Signature]

Notary Public

My Commission Expires 3.5.29.

NOTE: This form is to be submitted with the bid.



Certificate as to Corporate Principal

I, Natasha Zwanziger (Corporate Officer (Not Contract Signer)) certify that I am the President & sole member (Corporate Title) of the LLC or S- corporation named as Contractor in the Agreement attached hereto; that Natasha Zwanziger, (Contract Signer) who signed said Agreement on behalf of the Contractor, was then President & sole member (Corporate Title) of said LLC or S- corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers. LLC or S-

Corporate Seal


Corp. officer signature (not contract signer)

Natasha Zwanziger
Printed

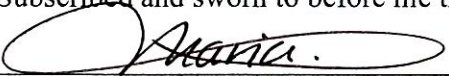
President & sole member
Title

State of Oklahoma

County of Cleveland

Natasha Saba Zwanziger, (corporate officer (not contract signer)) being duly sworn, deposes and says that he/she is IMC CONSULTING (Corporate Title) of President / sole member.
(Name of Corporation) LLC or S-CORP

Subscribed and sworn to before me this 1st day of July, 2026

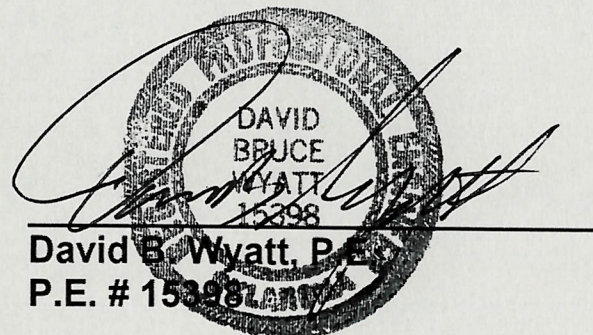

Notary Public (Signature)

maria marquez
Notary Public (Print)

My commission expires March 5, 2026.

BID PACKET
FOR
CITY OF COWETA
FILTER MEDIA REPLACEMENT

JUNE 2026



WDB ENGINEERING P.L.L.C.

6330 S.E. 74th Street
Oklahoma City, OK 73135
PHONE (405) 741-7090
FAX (405) 741-7094
wdbengineering.net

CITY OF COWETA FILTER MEDIA REPLACEMENT

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DIVISION XV FILTER MEDIA SPECIFICATIONS

Section	1500	Media and Gravel Specifications	DIV XV....1
Section	1520.03	Filter Media	DIV XV....2

Reference "A" Tonka Equipment Company Submittal
Drawing No. 00049636

Reference "B" Excerpt Plan Sheets by PEC for City of
Coweta Water Treatment Plant Process
Improvements Phase II

ADVERTISEMENT FOR BID

Sealed bids for construction of **Filter Media Replacement** will be received by the **City of Coweta** at **310 S. Broadway, Coweta, OK 74429** or by certified mail at **P.O. Box 850, Coweta, OK 74429-0850** until **2:00 p.m. local time, July 2nd, 2026**, and then publicly opened and read aloud.

The information for Bidders, Form of Bid, Form of Contract, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

WDB Engineering PLLC
6330 S.E. 74TH Street
Oklahoma City, OK 73135

A complete set of Plans and Specifications may be obtained in an electronic downloadable format for **\$75.00** from QuestCDN. The link to download the electronic bid packet can be found at **wdbengineering.net** under Bid Documents. A hard copy set may be obtained at the office of WDB Engineering, PLLC located at 6330 SE 74th Street, Oklahoma City, OK 73135 upon payment of **\$150.00** per set. If obtaining a hard copy set, please notify WDB Engineering, PLLC at least 24 hours prior to picking up the hard copy set. Hard copy sets may be mailed to the bidder **ONLY** if the bidder provides a FedEx or UPS account number to the sender, WDB Engineering, PLLC. **Refunds will not be made. PRIME BIDDER MUST BE LISTED ON THE QUESTCDN PLAN HOLDER LIST, OTHERWISE THE BID PROPOSAL WILL BE REJECTED.**

Each bidder **MUST** purchase plans from Quest CDN or WDB Engineering, PLLC and appear on the official plan holder's list. **ANY BID RECEIVED BY A BIDDER NOT APPEARING ON THE OFFICIAL PLANHOLDER'S LIST WILL BE REJECTED WITHOUT BEING READ.**

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. No bid will be accepted more than 72 hours prior to the scheduled bid opening. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

City of Coweta (herein called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by **City of Coweta** at **310 S. Broadway, Coweta, OK 74429**, or by certified mail at **P.O. Box 850, Coweta, OK 74429-0850** on **July 2nd, 2026 until 2:00 p.m. local time**, and then publicly opened and read aloud. The envelope(s) containing the bid(s) must be sealed, addressed to the **City of Coweta** and designated as **Bid for Filter Media Replacement**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Bids will not be accepted by the owner more than 72 hours prior to the scheduled bid opening.

2. Preparation of Bid

THE FOLLOWING FORMS SHALL BE INCLUDED WITH THE BID: BID PROPOSAL, BUSINESS RELATIONSHIP AFFIDAVIT, BID BOND, NON-COLLUSION AFFIDAVIT, PAYROLL AFFIDAVIT AND CERTIFICATE AS TO CORPORATE PRINCIPAL. ANY BID SUBMITTED WITHOUT ALL FORMS COMPLETED WILL BE REJECTED.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

A Conditional or qualified Bid will not be accepted.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract shall be subject to acceptance by the Owner.

Approval of the proposed subcontract award will not be given by the Owner unless and until the proposed subcontractor has submitted certifications and/or other evidence required by the Owner attesting to the subcontractor's qualifications.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method Bidding

The Owner invites the following bid(s) for the **Filter Media Replacement**.

6. Qualification of Bidder

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

7. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount not less than **5% of the bid**. Such cash, check or bid bond will be returned, if requested, to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, check or bid bond will be returned, if requested, promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to Enter into Contract

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

9. Time of Completion and Liquidation Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work within 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$600.00 for each calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Any item required to complete the project to have a complete functional facility or required by the specifications for which bid items are not set up shall be included in other bid items.

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

11. Addenda and Interpretations

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and addressed to:

**WDB ENGINEERING P.L.L.C.
6330 S.E. 74TH Street, Oklahoma City, OK 73135**

and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond, Statutory Bond and Maintenance Bond or Bonds, each in the amount of 100% of the contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

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

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Stated allowances
- d. Time of completion

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal or State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds, then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

18. INSPECTION TRIPS

If requested by any of the bidders an inspection trip may be coordinated with the City Manager of the **City of Coweta**.

The ENGINEER is WDB ENGINEERING P.L.L.C.. and whose ADDRESS is 6330 S.E. 74Th Street, Oklahoma City, OK 73135.

19. SCOPE OF CONTRACT:

The contract consists of furnishing and constructing all material and equipment for a **Filter Media Replacement** as shown in the plans and described in the specifications.

BID PROPOSAL

Proposal of _____ (hereinafter Called "BIDDER"). Organized and existing under the laws of the State of _____ doing business as _____. To the **City of Coweta** (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **Filter Media Replacement** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project with in **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$600.00 for each calendar day thereafter as provided in these specifications.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

Bidder acknowledges receipt of the following addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the following unit prices or lump sum.

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

NOTE: BIDS shall include all applicable taxes and fees.

BID PROPOSAL **BASE BID**

Item No.	Qty.	Unit	Description	Unit Price	Total Amount
1	4	EA.	Remove Existing Media from Filter	\$_____ \EA.	
				DOLLARS	\$_____
2	4	EA.	Install New Media in Filter per Specifications and References	\$_____ \EA.	
				DOLLARS	\$_____

TOTAL BASE BID _____ DOLLARS \$_____

Note: Filter media replacement and installation shall occur one at a time, 4 units in total.

The extension of the total of all unit prices shall equal the amount shown for the Total Bid.

The Owner is permitted to accept or reject formalities.

Amounts are to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc. to cover finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or bids and to waive any informalities in the bidding.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten days and deliver a surety bond or bonds as required by the General Conditions.

The bid security of \$_____ Dollars (5% of Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time above the set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

(SEAL) - if BID is by a
Corporation

Telephone No.

ATTEST:

Secretary/Witness

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and _____ as
Surety, are hereby held and firmly bound unto **City of Coweta** as OWNER in the penal
sum of _____ Dollars,
(\$_____) or the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.
Signed, this _____ day of _____, 20____.
The Condition of the above obligation is such that whereas the Principal has submitted
to the **City of Coweta** a certain BID, attached hereto and hereby made a part hereof to
enter into a contract in writing for the

Filter Media Replacement

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the
time within which the OWNER may accept such BID; and said Surety does hereby
waive notice of any such extension.

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

Principal

ATTEST: (if by Corporation)

Surety

By:_____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

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

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

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

(If none of the business relationships hereinabove mentioned exist, affiant shall so state.)

Contractor

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal of Notary

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

_____, of lawful age, being first duly sworn,
deposes and says that he is _____
(sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing bid;
that such bid is not made in the interest of or on behalf of any undisclosed person,
partnership, company association, organization, or corporation; that such bid is genuine
and not collusive or sham; that said bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor
that anyone shall refrain from bidding; that said bidder has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid
price of said bidder, or of any other bidder, nor to fix any overhead, profit, or cost element
of such bid price nor of that of any other bidder, nor to secure any advantage against the
public body awarding the contract or anyone interested in the proposed contract; that all
statements contained in such bid are true; and further, that said bidder has not directly or
indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor
divulged information or data relative thereto, nor paid and will not pay a fee in connection
therewith to any corporation, partnership, company, association, organization, bid
depository, nor to any member or agent thereof, nor to any other individual except to such
person or persons as have a partnership or other financial interest with said bidder in his
general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Seal of Notary

Notary Public

My Commission Expires: _____

PAYROLL AFFIDAVIT

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with requirements of Title 40 o.s. 1981, § 196.9a(B), as amended.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____.

NOTE: This form is to be submitted with the bid.

Certificate as to Corporate Principal

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Agreement attached hereto; that _____, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then _____ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Corp. officer signature (not contract signer)

Printed

Title

State of _____

County of _____

_____, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public (Signature)

Notary Public (Print)

My commission expires _____, 20__

NOTICE OF AWARD

TO: _____

PROJECT: Filter Media Replacement

The **City of Coweta** has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids dated _____, 20__ and Information for Bidders.

You are hereby notified that your bid has been accepted according to the unit prices bid.

You are required under the terms of the Notice Inviting Bids and the Information for Bidders to execute the Agreement and furnish the required bonds and certificates of insurance within 10 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said bonds and certificates of insurance within 10 days from the date of this Notice, said **City of Coweta** will be entitled to consider all your rights arising out of the **City of Coweta** acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the **City of Coweta**.

Dated this _____ day of _____, 20__.

By _____
CITY OF COWETA

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By _____ this _____ day of _____, 20__.

By _____

Title _____

CONTRACT
for
Filter Media Replacement

THIS AGREEMENT made this _____ day of _____, 20____ by and between **City of Coweta**, hereinafter called "OWNER" and _____, doing business as (a partnership, and individual or a corporation*), located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR".

(*Strike out any inapplicable terms.)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Filter Media Replacement

hereinafter called the PROJECT, for the total bid price as accepted of:

_____ Dollars, (\$_____) and includes (his, its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance and other incidentals and services necessary to complete the said PROJECT documents including all standards, plans, and related specifications, all of which are made a part hereof and collectively evidence and constitute the CONTRACT.

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer, and to complete the work within **120** consecutive calendar days thereafter. If the Contractor shall fail to complete the work in time herein specified, he shall pay to the Owner, as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the sum of \$600.00 for each day delayed which shall be deducted from the final amount of the estimate made the Contractor. Time is of the essence on this Contract.

The Notice to Bidders, the Instructions to Bidders, the Special and General Conditions of specifications and the Contractor's bid proposal, each of said instruments on file in the office of the Owner and are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in four (4) counterparts, each of which shall be deemed an original, in the year and day first written above.

(Seal)
ATTEST:

Secretary

Witness

Contractor

By:_____

Title:_____

CITY OF COWETA

(Seal)

Secretary

Approved as to Form:

Attorney

By:_____
City Manager

Date_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____(Name of Contractor)

_____(Address of Contractor)

_____(Corporation, Partnership, or Individual)

hereinafter called Principal and _____
(Name of Surety)

hereinafter call Surety, are held and firmly bound unto **City of Coweta**, hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Filter Media Replacement

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

By _____ (s)

(SEAL)

ATTEST:

(SEAL)

By _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Principal, and the undersigned SURETY, are bound unto the **City of Coweta** in the sum of _____ Dollars, (\$_____) for the payment of which we bind ourselves, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, on or about the _____ day of _____, 20____, the said Principal entered into a contract in writing with the **City of Coweta**, described as **Filter Media Replacement** consisting of:

Furnishing and constructing all material and equipment for a **Filter Media Replacement** as shown in the plans and described in the specifications.

NOW, THEREFORE, if the Principal shall well and truly pay all indebtedness incurred by himself or itself, or his or its sub-contractors, as provided for in Title 61 Oklahoma Statutes, Section 1, as amended as of the date of this bond, in the performance of the above described contract, or modifications, thereof, notice of which is expressly waived,

THEN this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED at _____, Oklahoma, on this _____ day of _____, 20____.

(Name of Principal)

ATTEST (Corporation)
(SEAL)

By _____
(An Individual)(Member of the Firm)
(Vice-President) (State if corporation, partnership or individual)

Secretary of the Corporation

(Name of Surety)

Date Approved _____

By _____
Its Attorney-in-Fact, Vice-President

State of Incorporation of Surety

By _____
City Manager

Address of Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT:

That _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto **City of Coweta** in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATE this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with **City of Coweta** dated _____, 20____, for

Filter Media Replacement

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of **City of Coweta**.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to **City of Coweta** all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within one (1) year for all projects from and after acceptance of said project by **City of Coweta** and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold **City of Coweta** harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect or releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By

Title

Witness:

Surety:

By

Attorney-in-fact

STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

Affiant further states that the Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the **City of Coweta** any money or other thing of value either directly or indirectly in the procuring of the contract.

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission Expires:

NOTICE TO PROCEED

DATE: _____

TO: _____

Re: **Filter Media Replacement**

You are hereby notified to commence **WORK** in accordance with the

Agreement dated _____, 20____, on or before _____, 20____,

and you are to complete the **WORK** within **120** consecutive calendar days thereafter. The date of completion of all **WORK** is therefore _____, 20____.

CITY OF COWETA
OWNER

By _____

City Manager
Title

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

by _____,

dated _____, 20____.

BY _____

TITLE _____

CLAIM OR INVOICE AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned (engineer, contractor or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Engineer, Contractor or Other Supervisory Official

Subscribed and sworn to before me this _____
day of _____, 20____.

My Commission Expires:

Notary Public

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT: _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE adjusted by previous CHANGE ORDER will be

(increased) (decreased) by \$ _____

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

Change to CONTRACT TIME: _____

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

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

Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Federal Agency Approval (where applicable) _____

INSURANCE REQUIREMENTS

Name of Insured _____

Description of Work _____

Location of Work _____

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Dates Coverage Needed</u>	
		<u>From</u>	<u>To</u>
Workmen's Compensation	Legal Amount	_____	_____
General Public Liability and Property Damage, Including Vehicle Coverage			
Bodily Injury - Each Person	1,000,000	_____	_____
Bodily Injury - Each Accident	1,000,000	_____	_____
Property Damage - Each Person	500,000	_____	_____
Property Damage - Aggregate Limit	500,000	_____	_____
Builder's Risk (if required)	Full Coverage	_____	_____

Note: This covers all motor driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) day written notice to **City of Coweta**, Owner.

Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The owner shall be listed as the certificate holder.

RELEASE OF CLAIMANTS

Date_____

Project_____

Dear Sir:

I hereby acknowledge receipt of _____dollars
(\$_____) in full payment of my contract dated
_____ for improvement work which I did
for you and which is described in my contract.

I certify that I have paid in full for materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully...makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both".

Sincerely,

Contractor

**CERTIFICATE OF APPROVAL
OF CONTRACT AND BONDS**

I, the undersigned _____ the duly authorized and acting legal representative of **City of Coweta** do hereby certify as follows:

I have examined the construction contract between the contractor, _____ and the above named entity, and the surety bonds given by the contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this _____ day of _____, 20____.

Attorney
City of Coweta

GENERAL CONDITIONS

- | | |
|--|--|
| 1. Definitions | 17. Surface Conditions |
| 2. Additional Instruction & Detail Drawings | 18. Suspension of Work,
Termination & Delay |
| 3. Schedules, Reports, and Records | 19. Payments to Contractor |
| 4. Drawings and Specifications | 20. Acceptance of Final
Payment as Release |
| 5. Shop Drawings | 21. Insurance |
| 6. Materials, Services, and Facilities | 22. Contract Security |
| 7. Inspection and Testing | 23. Assignments |
| 8. Substitutions | 24. Indemnification |
| 9. Patents | 25. Separate Contracts |
| 10. Surveys, Permits, Regulations | 26. Subcontracting |
| 11. Protection of Work, Property, Persons | 27. Engineer's Authority |
| 12. Supervision by Contractor | 28. Land and Right-of-Way |
| 13. Changes in the Work | 29. Guaranty |
| 14. Changes in Contract Price | 30. Arbitration |
| 15. Time for Completion & Liquidated Damages | 31. Taxes |
| 16. Correction of Work | |

1. DEFINITIONS See Section 201 for definitions.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a party of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACTOR DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required: and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the 2PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions and DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide 5 copies of SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWING shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approve sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials, supplies, and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the

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CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACTOR DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the CONTRACTOR from the obligation to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function

for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that any be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the

CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other

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property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may effect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervisor and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall

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be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION TO WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt or WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, are before such conditions are disturbed except in the event of an emergency, notify the OWNER by WRITTEN NOTICE OF:

17.1.1 Subsurface or latent physical condition at the site differing materially form those indicated in the CONTRACT DOCUMENTS.

17.1.2 Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease an adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts to justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or nay portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials able laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may there after accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

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18.4 After ten (10) days from the delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days of its approval and presentation, then the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT, if the ENGINEER has failed to act on a request for payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE OR AN EXTENSION of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays unnecessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather

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conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, THE OWNER with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due to the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR, fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because for bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been give to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACTOR DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the

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CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similar to provide Workmen's Compensation Insurance, including occupation disease provisions for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and the OWNER. The policy shall name as the insured the CONTRACTOR and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment (Statutory) Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "SURETY Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER, substitute another Bond and Surety, both of which must be acceptable to OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts; disability benefit acts; disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The Owner reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTOR.

26.2 The contractor shall not award WORK to SUBCONTRACTOR(S) in excess of fifty (50) percent of contract price, or in excess of fifty (50) percent of the labor and equipment required to install the project, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between the SUBCONTRACTOR and the OWNER. (Revised 2-16-83, PN 869.)

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27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedure, or construction safety.

27.4 The ENGINEER shall promptly make decision relative to interpretation of the CONTRACT DOCUMENTS/

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such corrections, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT (Revised 2-16-83, PN 869.)

30.1 All claims, disputes, and other matters in question arising out of, or relating to the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing

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arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof. (Revised 2-16-83, PN 869.)

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations. (Revised 2-16-83, PN 869.)

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of the this contract. All provisions supplemented, remain in force.

1. CONTRACT APPROVAL

1.1 The OWNER and CONTRACTOR will furnish the Owner's Attorney such evidence as required so that the Owner's Attorney can complete and execute "Certificate of Owner's Attorney".

2. CONTRACT CHANGE ORDERS

2.1 All changes affecting the projects construction cost or modifications of the terms or conditions of the CONTRACT must be authorized by means of a written CONTRACT CHANGE ORDER which is mutually agreed to by the OWNER and CONTRACTOR. The CONTRACT CHANGE ORDER will include extra work, for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a CONTRACT CHANGE ORDER before they can be included in a partial payment estimate.

2.2 "CONTRACT CHANGE ORDER" shall be used to record CONTRACT changes.

2.3 When the CONTRACT SUM is in whole or in part based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the WORK contemplated by the CONTRACT.

2.4 The Specifications for this contract are supplemented by adding thereto Section 121, Title 61, Oklahoma Statutes, to the extend the same is applicable, as follows:

"Section 121. CHANGE ORDERS OR ADDENDUMS. Change orders or addendums to public construction contracts of One Million dollars (\$1,000,000.00) or less shall not exceed fifteen percent (15%) cumulative total of the original contract amount. Change orders or addendums to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed ten percent (10%) cumulative total of the original contract amount. Any change orders or cumulative change orders which exceed these limits shall require a re-advertising for bids on that part of the contract. Change orders in any amount shall be formally approved by the board, agency or entity involved and the reasons therefor recorded in the permanent records. All change orders shall contain a unit price and total for each of the following items:

1. Itemization of all material with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour.
3. Itemization of insurance cost, bond cost, social security, taxes, workmen's compensation and overhead cost; and

4. Profit for the contractor.

If the construction contract was bid on a unit basis, and the change order is based exactly on the unit price or basis, such a change order will not be subject to this section. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding agency shall not be construed as change orders under the provisions of this act."

3. PARTIAL PAYMENT ESTIMATES

3.1 "Partial Payment Estimates" shall be used when estimating periodic payments due the CONTRACTOR.

3.2 The OWNER may after consultation with the ARCHITECT/ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

3.2.1 Defective Work not remedied.

3.2.2 Claims filed.

3.2.3 Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or SUPPLIERS.

3.2.4 A reasonable doubt that the WORK can be completed for the balance then unpaid.

3.2.5 Damage to another CONTRACTOR.

3.2.6 Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

3.3 Where WORK on unit price items is substantially complete, but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.

3.4 When the items in 3.2 and 3.3 are cured, payment shall be made for amounts withheld because of them.

3.5 Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

3.6 REQUEST FOR PAYMENTS: All request for payment shall be submitted to the Engineer no later than the 25th of each month.

4. CONFLICT OF INTEREST

4.1 Unacceptable bidders. An ENGINEER or ARCHITECT (Individual or firm including person they employ) who has prepared PLANS and SPECIFICATIONS will not be considered an acceptable bidder. Any firm or corporation in which

such ENGINEER or ARCHITECT (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. CONTRACTS or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer if the ENGINEER or ARCHITECT (firm or individual) who prepared the PLANS and SPECIFICATIONS has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations which are owned or controlled wholly or in part by a member of the governing body of the OWNER or to an individual who is such a member.

4.2 The OWNER'S officers, employees, or agents shall not engage in the award of administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent: (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, or any of the above which has financial or other interest in the contractor. The OWNER'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or SUBCONTRACTOR.

5. PROTECTION OF LIVES AND PROPERTY

5.1 In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any state safety and health agency requirements.

5.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appurtenants, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. REMEDIES

6.1 The arbitration provisions of this section may be initiated by either party to this CONTRACT by filing with the other party and the ENGINEER/ARCHITECT a written request for arbitration.

6.2 Each party to this CONTRACT will appoint one arbitrator; the two arbitrators will select third arbitrator.

6.3 The arbitrators will select a hearing location as close to the OWNER'S locale as possible.

6.4 The purpose for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES

7.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the OWNER, in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT or favorable treatment in performance of this

CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may reviewed in proceedings under the remedies clause of this CONTRACT.

7.2 In the event this CONTRACT is terminated as provided in paragraph 7.1 the OWNER may pursue the same remedies against the contractor as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

8. AUDIT AND ACCESS TO RECORDS

8.1 For all negotiated contracts (except those of \$10,000 or less), HUD, the Comptroller General, the OWNER or any of their duly authorized representatives, shall have access to any books documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACTOR, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. SMALL, MINORITY AND WOMEN'S BUSINESSES

9.1 If the CONTRACTOR intends to let any SUBCONTRACTS for a portion of the WORK, the CONTRACTOR should take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of: (1) including qualified small, minority, and women's businesses are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the WORK permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS encouraged to procure goods and services from labor surplus area firms.

10. ANTI-KICKBACK

10.1 The CONTRACTOR shall comply with s Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The owner shall report all suspected or reported violations to FmHA.

11. VIOLATING FACILITIES

11.1 Where this CONTRACT exceeds \$100,000 the CONTRACTOR shall comply with all applicable standards, orders, or requirement issued under the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CRF Part 15) which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. The CONTRACTOR will report violations to the EPA.

12. STATE ENERGY POLICY

12.1 The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

13. EQUAL OPPORTUNITY REQUIREMENTS

13.1 The CONTRACTOR shall not discriminate in the hiring of personnel for this project.

14. Any non-resident contractor, doing business in the State of Oklahoma, shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under contract.

15. Payment for material stored on the site: The following items will be required if the contractor request payment for material stored on the site: (See Paragraph 19.2 of the General Conditions.)

- (a) Invoices showing the quantity, size, cost, etc. of the material.
 - (b) The invoices must be approved and initialed by the consulting engineer and the owner.
 - (c) Payment will be made only for material stored in a location approved by the owner. The storage area must provide adequate protection form the elements; and the material must be stored so that it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - (d) The ten-percent retainer that applies to material installed will also apply to materials stored on the site.
 - (e) When payment for material stored on the site is received, a paid invoice for that payment form the supplier must be submitted to the owner prior to the payment of the next partial pay estimate.
- 16.** A final inspection will be made by the owner before final payment is made. Final payment will not be made until the owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit, they must concur in the final inspection.

17. PARTIAL OCCUPANCY AND USE

The owner, upon advance written notification to the contractor, shall have the right to occupy and use any completed or partially completed portions of the project when such occupancy and use is to the owner's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- (a) The engineer shall make an inspection of the portion or portions of the project concerned, and report to the owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
- (b) The owner, upon acceptance of the engineer's report, shall give written notice to the contractor of the owner's intention to occupy and use said portions of the project. The owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used, and shall establish the date of said occupancy and use.
- (c) From the date thus established, the owner shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The owner shall have the right to exclude the contractor from those portions of the project, but shall provide the contractor reasonable access to complete or correct necessary items of work.
- (d) The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project, except as to items of equipment specified such as instrumentation, electrical, and mechanical equipment which are thus used by the owner. For said equipment, the warranty shall start from the date established in the written notice from the owner.
- (e) Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract, nor relieve the contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
- (f) The contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the guarantee.
- (g) The partial occupancy and use of any portion or portions of the project by the owner shall not constitute grounds for claims by the contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.

18. The contractor shall be responsible for contacting all federal, state, county or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
19. The contractor shall secure a cleanup release satisfactory to the owner from any federal, state, county or railroad agency after the work for which a permit has been obtained has been completed.
20. Enumeration of plans, specifications and addenda: Following are the plans, specifications and addenda which form a part of this project.
21. The following is the table of contents for this specification book.

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Reference "A" Tonka Equipment Company Submittal
Drawing No. 00049636

Reference "B" Excerpt Plan Sheets by PEC for City of
Coweta Water Treatment Plant Process
Improvements Phase II

22. RAILROAD INSURANCE: The Contractor and His Subcontractor shall provide the insurance required by the Railroad for construction on railroad property at no cost to the Owner.

23. OMISSIONS

(a) In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the architect/engineer at his own expense. The contractor will be assumed to be experienced and

qualified contractor in this type of work, and to have studied the purpose and operations of the equipment suitable for the work to be done.

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

24. A maintenance bond, a statutory bond and a performance equal to 100% of bid shall be furnished, along with the contract, for approval of the Owner.

25. Engineer: Where architect/engineer is used, it shall mean WDB Engineering PLLC in Oklahoma City, Oklahoma.

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

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

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

29. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

30. QUALIFICATION OF BIDDER

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

31. BID SECURITY

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

32. NOTICE OF SPECIAL CONDITIONS

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

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Wage rates

33. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal or State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

34. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds, then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

35. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the bid.

If the bids, exceeds the funds available the Owner may reject all bids.

36. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- (a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1513 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- (b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (c) Maintain at his office or other well known place at the job site, all articles, necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

37. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

37.1 COMPLIANCE WITH AIR AND WATER ACTS

During the performance of this contract, the Contractor and all subcontractor's shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1757 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (a) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and

all regulations and guidelines issued thereunder.

- (c) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Direction, Office of Federal Activities, EPA, indication that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

38. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

(a) LEAD-BASED PAINT HAZARDS

(Applicable to contracts for construction or rehabilitation or residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulating, 24 CFR Part 35. The Contractor and Subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

(b) USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, sewer lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

Should the contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the owner before any blasting is done, but neither the issuance of said permits, the granting of said permission, or any other act, requirement, or condition contained that these specifications, any other official or employee of the Owner shall be construed as requiring or directing the use of any explosives or as accepting any liability for any injury of damages to persons or property resulting from such usage.

No blasting shall be done unless an inspector is present, and the contractor shall notify the Fire Warden and Building Department when he is ready to begin any blasting work. All necessary precautions shall be taken by the contractor as required by the ordinances of the Owner or the laws of the State of Oklahoma relative to blasting, and the necessary provisions shall be conducted as not to endanger persons or property. Only a sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the contractor. Storage of caps, exploders and explosives shall be done strictly in compliance with the orders of the engineer and the ordinance of the owner. The contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done, close to such property. Any supervision or direction of use of explosives by any of the utility owners shall not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

(c) **DANGER SIGNALS AND SAFETY DEVICES**

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

39. OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and CONTRACT DOCUMENTS (including all addenda). The failure or omission of any bidder to do so will not relieve him from any obligations in respect of his bid.

- 40.** The Contractor shall be named as a purchasing agent of the Owner and as such State and Local sales tax will not be paid on materials and equipment used on this project.

SECTION 01010

SUMMARY OF WORK

Part . GENERAL

- A. SECTION INCLUDES
 - 1. Scope of Work by the Contractor
 - 2. Work by Owner.
 - 3. Contractor use of site and premises.
 - 4. Future work.
 - 5. Work Sequence.
 - 6. Owner occupancy.
- B. SCOPE OF WORK BY THE CONTRACTOR
 - 1. Filter Media Replacement shall consist of the following:
 - a. The contract consists of furnishing and installing all materials for the filter media replacement and any appurtenances as shown in the specifications and reference materials for a fully operational facility.
- C. WORK BY OWNER
 - 1. NONE
- D. CONTRACTOR USE OF SITE AND PREMISES
 - 1. Limit use of site and premises to allow:
 - a. Owner occupancy.
 - b. Work by Others.
 - c. Use of site and premises by the public will be discouraged.
- E. FUTURE WORK
 - 1. NONE
- F. WORK SEQUENCE

1. NONE

G. OWNER OCCUPANCY

1. The Owner intends to occupy a portion of the Project as soon as it is acceptable.
2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

SECTION 01012

LEGAL RELATIONS AND RESPONSIBILITY TO THE OWNER AND PUBLIC

PART I. GENERAL

A. SECTION INCLUDES

1. Laws to be observed.
2. Permits and licenses.
3. Patented devices, materials and processes.
4. Sanitary provisions.
5. Public convenience and safety.
6. Privileges of contractor in streets, alleys, or right-of-way.
7. Railway crossings.
8. Barricades and warning signs.
9. Use of explosives.
10. Protection and restoration of property.
11. Protection and preservation of land monuments and property line marks.
12. Protection of work, property and persons.
13. Supervision by contractor.
14. Responsibility for damage claims.
15. Temporary sewer and drain connections.
16. Use of a section or portion of the work.
17. Contractors responsibility for the work.
18. Personal responsibility of public officials.
19. Waiver of legal rights.
20. Contractors insurance.
21. Compensation and death liability insurance.
22. Proof and carriage of insurance.
23. Accidental breakage of publicly owned utility lines.
24. Indemnification
25. Time of Completion and Liquidated Damages
26. Suspension of Work
27. Assignments

- B. LAWS TO BE OBSERVED: The contractor shall, at all times, observe and comply with all Federal and State laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The contractor and his surety shall defend, indemnify and save harmless the Owner and all its officers, agents, employees and servants

against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees.

- C. **PERMITS AND LICENSES:** The contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including those established by ordinances in connection with paving removal and replacement.
- D. **PATENTED DEVICES, MATERIALS AND PROCESSES:** If the contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work. The contractor and the surety shall defend, indemnify and save harmless the Owner and all its officer, agents, and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of any action or infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter the contractor shall attend to the defense of the same and save and keep harmless the Owner from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgements and executions in any manner growing out of, pertaining to, or connected therewith.
- E. **SANITARY PROVISIONS:** The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and their use shall be strictly enforced by the contractor. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

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

Where the contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

- G. **PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS, OR RIGHT-OF-WAY:** For the performance of the contract, the contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupant of adjoining property.

Other contractors of the Owner may, for all purposes required by their contracts, enter upon the work and premises used by the contractors, and the contractor shall give to other contractors of the Owner, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the contractor for his use shall be provided by him at his own expense.

- H. **RAILWAY CROSSINGS:** When the work encroaches upon the right-of-way of any railroad, the Owner will secure for the contractor all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railroad tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs or other excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the contractor together with the necessary cost of any supervision or other incidental expense which may required by the railway company, and all such costs shall be taken into consideration by the contractor in submitting proposals. The contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.
- I. **BARRICADES AND WARNING SIGNS:** Where work is carried on in or adjacent to any street, alley, or public place, the contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Engineer shutting down the work until the contractor shall have provided the necessary protection.

The contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and

replaced by the contractor at his expense, if, in the opinion of the Engineer such action is justified. The contractor's responsibility for the maintenance of barricades, signs and lights and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

- J. USE OF EXPLOSIVES: Should the contractor elect to use explosives to loosen rock or concrete that cannot be ripped he shall obtain a permit from the Owner, City, State, any other governing body that has jurisdiction over the project site. Prior to the use of explosives the contractor shall provide insurance certification showing coverage of accidents from use of explosives and the contractor shall provide written evidence that the bonding company has been notified just prior to use of explosives. Neither the issuing of permits nor granting permission shall be construed as requiring the use of explosives or as accepting any liability for injury or damage resulting from the use of explosives. All procedures and precautions shall be in compliance with all applicable laws and regulations. Only a sufficient quantity of explosives for the immediate day's work shall be brought to the site. No blasting shall be done unless an inspector is present.
- K. PROTECTION AND RESTORATION OF PROPERTY: The contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall sue every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or interacted, or he shall make good such damage for injury in an acceptable manner.

In case of the failure on the part of the contractor to restore such

property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the contractor prior to final acceptance.

- L. PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS: The contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers.
- M. PROTECTION OF WORK, PROPERTY, AND PERSONS: The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may effect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

- N. SUPERVISION BY CONTRACTOR: The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- O. RESPONSIBILITY FOR DAMAGE CLAIMS: During the duration of the construction, the contractor and his surety shall defend, indemnify and save harmless the Owner and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or through the use of unacceptable materials in constructing the work or by or on through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workman's Compensation Law or any other law, ordinance, order or decree.

- P. TEMPORARY SEWER AND DRAIN CONNECTIONS: When existing sewers have to be taken up or removed the contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer inlets. He shall also take care of all sewage and drainage which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions.

He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and maintained under the contract, save where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

- Q. USE OF A SECTION OR PORTION OF THE WORK: Whenever in the opinion of the Engineer any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer, and an acceptable letter of credit or Performance Bond has been furnished the Owner and approved by the Owner, and such usage will not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs or renewals on any section of the work so put into use, due to defective material or workmanship, to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the contractor.

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

- S. PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS: In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Engineer or his authorized assistants, either personal or as officials of the Owner, it being understood that in such matters he acts as the agent and representative of the Owner.
- T. WAIVER OR LEGAL RIGHTS: Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any acceptance of any work or any possession taken by the Owner, shall not operate as a waiver of any provision of the contract or any power therein reserved to the Owner of any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.
- U. CONTRACTOR'S INSURANCE: The contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the Owner, no shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- V. COMPENSATION AND DEATH LIABILITY INSURANCE: The contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than that required by law for all his employees employed at the site of the project, and in case any work is sublet the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. In the event any class of employees engaged in hazardous work performed under this insurance heretofore mentioned, the contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.
- W. PROOF AND CARRIAGE OF INSURANCE: The contractor shall furnish the Owner with satisfactory proof of carriage of insurance required.

- X. ACCIDENTAL BREAKAGE OF PUBLICLY-OWNED UTILITY LINES: Should the contractor accidentally or otherwise break a publicly-owned utility line, the contractor shall repair such a line as soon as possible after the break; however, under no circumstances shall the contractor leave the job site until the repairs have been made to restore service to the utility users. Should the contractor not be able to find the necessary repair fittings, materials, pipe etc., from retail supplies for the repair. The contractor will then either replace those items furnished (same brand, class, etc.) by the Owner, or pay the Owner its cost for the same. Payment for any supplies shall be made prior to final acceptance of the project by the Owner.
- Y. INDEMNIFICATION: The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents and the owner's Engineer, harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR, fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- Z. TIME OF COMPLETION:
1. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

2. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
3. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
4. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:
 - a. To any preference, priority or allocation order duly issued by the OWNER.
 - b. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - c. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs "1" and "2" of this article.

AA. SUSPENSION OF WORK, TERMINATION, AND DELAY

1. The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR

will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

2. If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials able laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
3. Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may there after accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
4. After ten (10) days from the delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the

CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

5. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days of its approval and presentation, then the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT, if the ENGINEER has failed to act on a request for payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

6. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE OR AN EXTENSION of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays unnecessarily caused by the failure of the OWNER or ENGINEER.

- BB. ASSIGNMENTS: Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

SECTION 01013

INSURANCE AND INDEMNIFICATION

PART I. GENERAL

A. SECTION INCLUDES

1. Indemnification of subcontractors and personnel
2. Insurance
3. Certificate of insurance
4. Liability insurance
5. Workman's Compensation
6. Builders risk insurance
7. Indemnification of owner and engineer

B. The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents and the owner's Engineer harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR, fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

C. The CONTRACTOR shall purchase and maintain such insurance as

will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because for bodily injury, occupational sickness or disease, or death of employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (b) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

D. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been give to the OWNER.

E. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

1. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$LLL for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$PPP for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$PPP aggregate for any such damage sustained by two or more persons in any one accident.

2. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACTOR DOCUMENTS to fully complete the PROJECT.

F. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similar to provide Workmen's Compensation Insurance, including occupation disease provisions for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

G. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME. The policy shall name as the insured the CONTRACTOR and the OWNER.

II. INDEMNIFICATION

A. The CONTRACTOR will indemnify and hold harmless the OWNER and the OWNERS ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. The CONTRACTOR will indemnify and hold harmless the OWNER

and the OWNERS ENGINEER and their agents and employees from and against any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts; disability benefit acts; disability benefit acts or other employee benefits acts.

- C. The obligation of the CONTRACTOR under this section shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

End of Section

SECTION 01014

PLANS AND SPECIFICATIONS

PART I. GENERAL

A. SECTION INCLUDES

1. Drawings and specifications
2. Coordination of Plans, Specifications, and Special General Conditions.

B. DRAWINGS AND SPECIFICATIONS

1. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
2. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions and DRAWINGS shall govern over general DRAWINGS.
3. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

C. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL GENERAL CONDITIONS: The plans, these specifications, Special General Conditions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications. Special General Conditions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall

govern over those shown on the proposal. The Contractor shall take no advance of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer.

End of Section

SECTION 01019

CONTRACT CONSIDERATIONS

PART I. GENERAL

A. SECTION INCLUDES

1. Cash allowances.
2. Contingency allowance.
3. Inspecting and testing allowances.
4. Schedule of values.
5. Application for payment.
6. Change procedures.
7. Improper coverage of buried construction.
8. Defect assessment
9. Measurement and payment - unit prices
10. Alternatives.
11. Time of Completion and Liquidated Damages.
12. Prosecution of construction
13. Suspension of Work
14. Assignments

B. RELATED SECTIONS

1. Section 01600 - Material and Equipment: Product substitutions.

C. CASH ALLOWANCES

1. None included.

D. CONTINGENCY ALLOWANCE

1. None included.

E. INSPECTING AND TESTING ALLOWANCES

1. None included.

F. SCHEDULE OF VALUES

1. Submit Schedule of Values shall be provided to the engineer, in duplicate, within 20 days after date established in Notice to Proceed.
2. Include in each line item, the quantities taken from Contract plans multiplied by the unit cost to achieve the total for the item.
3. Revise schedule to list approved Change Orders, with each Application For Payment.

G. APPLICATIONS FOR PAYMENT

1. Submit one copies of the total work to date or work completed this month to WDB ENGINEERING PLLC no later than the 20th of each month and WDB ENGINEERING PLLC will prepare the claims for the contractors signature and processing.
2. The OWNER may after consultation with the ARCHITECT/ENGINEER withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:
 - a. Defective Work not remedied.
 - b. Claims filed.
 - c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or SUPPLIERS.
 - d. A reasonable doubt that the WORK can be completed for the balance then unpaid.
 - e. Damage to another CONTRACTOR.

f. Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

3. Payment Period: Once each month.

4. Waiver of lien may be required.

5. Must provide a Contractors claim or invoice Affidavit which must be signed.

6. Must include an updated construction progress schedule.

H. CHANGE PROCEDURES

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

2. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized required.

3. The Architect/Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.

4. The Contractor may propose changes by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors.

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

For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a negotiated Construction Change Order. Changes in Contract Sum/Price or Contract Time will be computed as specified below:

This contract is subject to Section 121, Title 61, Oklahoma Statutes, and it reads as follows:

"Section 121. CHANGE ORDERS OR ADDENDUMS. Change orders or addendums to public construction contracts of One Million dollars (\$1,000,000.00) or less shall not exceed fifteen percent (15%) cumulative total of the original contract amount. Change orders or addendums to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed ten percent (10%) cumulative total of the original contract amount. Any change orders or cumulative change orders which exceed these limits shall require a readvertising for bids on that part of the contract. Change orders in any amount shall be formally approved by the board, agency or entity involved and the reasons therefor recorded in the permanent records. All change orders shall contain a unit price and total for each of the following items:

- a. Itemization of all material with cost per item;
- b. Itemization of all labor with number of hours per operation and cost per hour.
- c. Itemization of insurance cost, bond cost, social security, taxes, workmen's compensation and overhead cost; and
- d. Profit for the contractor.

- e. If the construction contract was bid on a unit basis, and the change order is based exactly on the unit price or basis, such a change order will not be subject to this section. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding agency shall not be construed as change orders under the provisions of this act."
- f. Construction Change Directive: Architect/Engineer may issue a directive, on Construction Change Directive approved and signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- g. Time and Material or Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- h. Maintain detailed records of work done on Time and Material or Force Account basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- i. Change Order Forms: Shall be on a form provided by the Owner.
- j. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. ALTERNATIVES

- 1. Accepted Alternatives will be identified in Owner-Contractor Agreement.
- 2. Coordinate related work and modify surrounding work as required.

3. Schedule of Alternatives: AAA
J. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
2. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK. It is further understood that the proposed time may require more than one set of equipment , crew or more than the normal 8 hours per day or 5 days per week.
3. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
4. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:
 - a. To any preference, priority or allocation order duly issued by the OWNER.
 - b. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - c. To any delays of SUBCONTRACTORS occasioned by

any of the causes specified in paragraphs "a" and "b" of this article.

K. PROSECUTION

1. PROSECUTION OF WORK: The sequence of all construction operations shall at all times be as approved by the Engineer. Should the prosecution of the work for any reason be discontinued by the contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.
2. LIMITATIONS OF OPERATIONS: The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgement of the Engineer, the contractor has obstructed, closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the contractor to finish the sections on which work is in progress before work is started on any additional section.
3. CHARACTER OF WORKMEN AND EQUIPMENT: The contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Engineer may demand the dismissal of any person or person employed by the contractor, in, about or in the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the contractor continue to employ or again employ such person or persons without the written consent of the Engineer then the Engineer may withhold all estimates which are or may become due or may suspend the work until such orders are complied with.

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

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

4. DAY'S WORK: WORKING HOURS: Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a notification is given to the Engineer in writing.
5. TEMPORARY SUSPENSIONS: The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or when such conditions as are considered unfavorable for the suitable prosecution of the work.

It should become necessary to stop work for an indefinite period, the contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

- L. SUSPENSION OF WORK, TERMINATION, AND DELAY:
The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

1. If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT the Owner may take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
2. Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may there after accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
3. After ten (10) days from the delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

4. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days of its presentation, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within 30 days of its approval and presentation, then the CONTRACTOR may after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT, and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
5. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE OR AN EXTENSION of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays unnecessarily caused by the failure of the OWNER or ENGINEER.

M. ASSIGNMENTS:

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART I. GENERAL

A. SECTION INCLUDES

1. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
2. Defect assessment and non-payment for rejected work.

B. AUTHORITY

1. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
2. The Contractor shall take all measurements and compute quantities. The Resident Inspector or the Owner will verify measurements and quantities.

C. UNIT QUANTITIES SPECIFIED

1. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Owner or the Architect/Engineer determine payment.
2. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
3. If the actual Work requires a 25 percent or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment.

D. MEASUREMENT OF QUANTITIES

1. Authority: Measurement methods are delineated in the individual specification sections.
2. Take measurements and compute quantities. The resident inspector will verify measurements and quantities.

3. Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
4. Measurement Devices:
 - a. Weigh Scales: Shall be inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - b. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - c. Metering Devices: Shall be inspected, tested and certified by the applicable State Department within the past year or be approved by the owner..
5. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
6. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
7. Measurement by Area: Measured by square dimension using mean length and width or radius.
8. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord and be horizontal measurements.
9. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

E. PAYMENT

1. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

2. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect/Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

F. DEFECT ASSESSMENT

1. Replace the Work, or portions of the Work, not conforming to specified requirements.
2. If, in the opinion of the Architect/Engineer or Owner, it is not practical to remove and replace the Work, the Architect/Engineer or Owner will direct one of the following remedies:
3.
 - a. The defective Work may remain, but the unit sum/price will be adjusted to a new reduced sum/price at the discretion of the Architect/Engineer or Owner.
 - b. The defective Work will be partially repaired to the instructions of the Architect/Engineer, and the unit sum/price will be adjusted to a new sum/price at the discretion of the Owner.
4. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
5. The authority of the Architect/Engineer or Owner to assess the defect and identify payment adjustment, is final.

G. NON-PAYMENT FOR REJECTED PRODUCTS

1. Payment will not be made for any of the following:
 - a. Products wasted or disposed of in a manner that is not acceptable.
 - b. Products determined as unacceptable before or after placement.
 - c. Products not completely unloaded from the transporting vehicle.
 - d. Products placed beyond the lines and levels of the required Work.
 - e. Products remaining on hand after completion of the Work.
 - f. Loading, hauling, and disposing of rejected Products.

H. SCHEDULE OF UNIT PRICES

1. See the Bid proposal.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART I. GENERAL

A. SECTION INCLUDES

1. Coordination and project conditions.
2. Field engineering.
3. Preconstruction meeting.
4. Site mobilization meeting.
5. Progress meetings.
6. Pre-installation meetings.
7. Cooperation of Contractor

B. COORDINATION AND PROJECT CONDITIONS: The Contractor shall be responsible for the following:

1. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
2. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
3. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

4. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
5. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
6. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

C. FIELD ENGINEERING:

1. The Contractor shall employ a Land Surveyor registered in the State of Oklahoma and acceptable to Architect/Engineer for layout of all construction.
2. The Contractor shall locate and protect survey control and reference points.
3. Control datum for the surveys will be established by the Owner.
4. The Contractor shall verify set-backs and easements; confirm drawing dimensions and elevations.
5. The Contractor shall provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

D. PRECONSTRUCTION MEETING

1. Architect/Engineer will schedule a meeting after Notice of Award.
2. Attendance Required: Owner, Architect/Engineer, Construction Manager and Contractor.
3. Agenda:
 - a. Execution of Owner-Contractor Agreement.
 - b. Submission of executed bonds and insurance certificates.
 - c. Distribution of Contract Documents.
 - d. Submission of [list of Subcontractors, list of Products,

- schedule of values, and progress schedule.
 - e. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
 - f. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - g. Scheduling.
 - h. Scheduling activities of a Geotechnical Engineer.
- 4. The Contractor shall record minutes and distribute copies within three days after meeting to participants, with copies to Architect/Engineer, Owner, participants, and those affected by decisions made.

E. SITE MOBILIZATION MEETING

- 1. Architect/Engineer Owner will schedule a meeting at the Project site prior to Contractor occupancy. This meeting will be held right after the Preconstruction Meeting.
- 2. Attendance Required: Owner, Architect/Engineer, Special Consultants, Contractor, Contractor's Superintendent, and major Subcontractors.
- 3. Agenda:
 - a. Use of premises by Owner and Contractor.
 - b. Owner's requirements and partial occupancy.
 - c. Construction facilities and controls provided by Owner.
 - d. Temporary utilities as required in SECTION 01500..
 - e. Survey and building layout.
 - f. Security and housekeeping procedures.
 - g. Schedules.
 - h. Application for payment procedures.
 - i. Procedures for testing.
 - j. Procedures for maintaining record documents.
 - k. Requirements for start-up of equipment.
 - l. Inspection and acceptance of equipment put into service during construction period.
- 4. The Contractor shall record minutes and distribute copies within three days after meeting to participants, with copies to all participants, and those affected by decisions made.

F. PROGRESS MEETINGS

1. The Architect/Engineer shall schedule, when he deems necessary or when the Contractor requests a meeting, and administer meetings throughout progress of the Work.
2. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
3. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
4. Agenda:
 - a. Review minutes of previous meetings.
 - b. Review of Work progress.
 - c. Field observations, problems, and decisions.
 - d. Identification of problems which impede planned progress.
 - e. Review of submittals schedule and status of submittals.
 - f. Review of off-site fabrication and delivery schedules.
 - g. Maintenance of progress schedule.
 - h. Corrective measures to regain projected schedules.
 - i. Planned progress during succeeding work period.
 - j. Coordination of projected progress.
 - k. Maintenance of quality and work standards.
 - l. Effect of proposed changes on progress schedule and coordination.
 - m. Other business relating to Work.
5. The Contractor shall record minutes and distribute copies within three days after meeting to all participants, and those affected by decisions made.

G. PRE-INSTALLATION MEETING

1. When required, in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
2. Require attendance of parties directly affecting, or affected by, work of the specific section.
3. Notify Architect/Engineer four days in advance of meeting date.

4. Prepare agenda and preside at meeting:
 - a. Review conditions of installation, preparation and installation procedures.
 - b. Review coordination with related work.
5. The Contractor shall record minutes and distribute copies within three days after meeting to all participants and those affected by decisions made.

H. COOPERATION OF CONTRACTOR:

The contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The contractor shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. Such superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative.

The contractor and his superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the project.

PART II. PRODUCTS

None required

PART III. EXECUTION

A. CUTTING AND PATCHING

1. Employ skilled and experienced installer to perform cutting and patching.
2. Submit written request in advance of cutting or altering elements which affect:
 - a. Structural integrity of element.
 - b. Integrity of weather-exposed or moisture-resistant elements.
 - c. Efficiency, maintenance, or safety of element.
 - d. Visual qualities of sight exposed elements.
 - e. Work of Owner or separate contractor.

3. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - a. Fit the several parts together, to integrate with other Work.
 - b. Uncover Work to install or correct ill-timed Work.
 - c. Remove and replace defective and non-conforming Work.
 - d. Remove samples of installed Work for testing.
 - e. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
4. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
5. Cut masonry and concrete materials using masonry saw or core drill.
6. Restore Work with new Products in accordance with requirements of Contract Documents.
7. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
8. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
9. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
10. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS AND DEFINITIONS

PART I. GENERAL

A. SECTION INCLUDES

1. Quality assurance.
2. Definitions

B. RELATED SECTIONS

Document General Conditions

C. QUALITY ASSURANCE

1. For Products or workmanship specified by association, trade, or other consensus standards, the Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The Contractor shall conform to reference standard by date of issue current on date for receiving bids.
3. The Contractor shall obtain copies of standards when required by the Contract Documents.
4. The Contractor shall maintain a copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
5. Should specified reference standards conflict with Contract Documents, the Contractor shall request clarification from the Architect/Engineer before proceeding.
6. Neither the contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

D. DEFINITIONS

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

A.A.S.H.O.	The American Association of State Highway Officials.
Addenda	Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute
A.S.T.M.	The American Society for Testing and Materials
Award	The decision of the Owner to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.
A.W.W.A.	American Water Works Association
Bid	The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
Bonds	Bid, Performance, and Payment (Statutory) Bonds and other instruments of security furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
City	The City or Town in which the construction work is

being preformed.

Change Order	A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors, Proposal, Bonds, Specifications, including Special Conditions, Addenda, Plans or working drawings and any supplemental agreement pertaining to the work or materials therefor.
Contract Documents	The contract, including ADVERTISEMENT for BIDS, INFORMATION for BIDDERS, BID, BID BOND, AGREEMENT, PAYMENT (STATUTORY) BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
Contract Price	The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
Contractor	The person or persons, partnership, company, firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Contract Time	The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications, and terms of the contract.
Council	The Council for the City or Town in which the Construction work is being preformed.
Direct of Water Utilities	Acting within the scope of duly delegated authority.

Director	The Director of Water Utilities or his delegated authority.
Drawings	The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
Engineer	Representative of WDB ENGINEERING PLLC.
Field Order	A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
Furnish	To supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Chairman	The Chairman of the City or Town in which the construction is being preformed.
Municipal Counselor	The Municipal Counselor of the City or Town in which the construction is being preformed, or his duly authorized assistants or agents.
Notice to Proceed	Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
Notice of Award	The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, with the time specified, OWNER will sign and deliver the Agreement.
Owner	A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the

WORK is to be performed.

Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to lucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alteration", or for showing details not shown thereon.
Project	The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
Provide	To furnish and erect or install.
Resident Project Representative	The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
Shop Drawings	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
Special General Conditions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Conditions</u> and taking precedence over any conditions or requirements of the <u>General Conditions</u> with which they are in conflict.
Specifications	The directions, provisions and requirements contained herein, together with the "Special Conditions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the contractor and his surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Subcontractor	An individual, firm or corporation having a direct contract with CONTRACTOR or with any other

SUBCONTRACTOR for the performance of a part of the WORK at the site.

Substantial
Completion

That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

Supplemental
General Conditions

Modifications to General Conditions required by a FEDERAL AGENCY for participation in the PROJECT and approved by the agency in writing prior to including in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

Supplier

Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

Surety of
Sureties

The corporate body which is bound by such bonds as are required with and for the contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

Work

All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

Working Day

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

Written
Notice

Any Notice to any party of the Agreement relative to

any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

Resolution

Establishing a contractor's pre-qualification Board; adopting standards and procedures therefor; and requiring board examinations and approval of bidders or public improvement work.

Owner

The person(s), organization, authority, city, town, developer or anyone paying for this contract.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART I. GENERAL

A. SECTION INCLUDES

1. Submittal procedures.
2. Construction progress schedules.
3. Proposed Products list.
4. Product Data.
5. Shop Drawings.
6. Samples.
7. Design data.
8. Test reports.
9. Certificates.
10. Manufacturer's instructions.
11. Manufacturer's field reports.
12. Erection drawings.

B. RELATED SECTIONS

1. Section 01400 - Quality Control: Manufacturers' field services and reports.
2. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and required closeout submittals.

C. REFERENCES

1. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

- D. SUBMITTAL PROCEDURES: The Contractor shall:
1. Transmit each submittal to the Architect/Engineer.
 2. Sequentially number the transmittal forms. Revise submittals with original number and a sequential alphabetic suffix.
 3. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 5. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at WDB ENGINEERING PLLC ==. Coordinate submission of related items.
 6. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
 7. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
 8. Provide space for Contractor and Architect/Engineer review stamps.
 9. When revised for resubmission, identify all changes made since previous submission.
 10. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
 11. Submittals not requested will not be recognized or processed.

E. CONSTRUCTION PROGRESS SCHEDULES

1. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
2. Revise and resubmit as required.

3. Submit revised schedules with each Application for Payment, identifying changes since previous version.
4. Submit a computer generated or horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.

F. PROPOSED PRODUCTS LIST

1. Within 15 days after date of the Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

G. PRODUCT DATA

1. Product Data For Review:
 - a. The Contractor shall submit information in "f" above to the Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
2. Product Data For Information:
 - a. Is submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
3. Product Data For Project Close-out:
 - a. Is submitted for the Owner's benefit during and after project completion.
4. The Contractor shall submit the number of copies which the Contractor requires, plus five copies which will be retained by the Architect/Engineer.

5. The Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
6. The Contractor shall indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
7. After review the Engineer will distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

H. SHOP DRAWINGS

1. Shop Drawings For Review:
 - a. The Contractor shall submit to the Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. After review, the Engineer will distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
2. Shop Drawings For Information:
 - a. The Contractor shall submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
3. Shop Drawings For Project Close-out:
 - a. The Contractor shall submit shop drawings for the Owner's benefit during and after project completion.
4. The Contractor shall indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

5. The Contractor shall submit the number of opaque reproductions which Contractor requires, plus five copies which will be retained by Architect/Engineer.

I. SAMPLES

1. Samples For Review:
 - a. The Contractor shall submit samples to the Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
2. Samples For Information:
 - a. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
3. Samples For Selection:
 - a. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from the full range of manufacturers standard colors or in custom colors shown on the drawings and selected, textures, and patterns for Architect/Engineer selection.
 - c. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
4. The Contractor shall submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
5. The Contractor shall include identification on each sample, with full Project information.

6. The Contractor shall submit the number of samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
7. Reviewed samples which may be used in the Work are indicated in individual specification sections.
8. The Contractor shall samples will not be used for testing purposes unless specifically stated in the specification section.

J. DESIGN DATA

1. The Contractor shall submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
2. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

K. TEST REPORTS

1. The Contractor shall submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
2. The Contractor shall submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

L. CERTIFICATES

1. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer, in quantities specified for Product Data.
2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

M. MANUFACTURER'S INSTRUCTIONS

1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to owner in quantities specified for Product Data.
2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
3. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

N. MANUFACTURER'S FIELD REPORTS

1. The Contractor shall submit reports for the Architect/Engineer's benefit as contract administrator or for the Owner.
2. The Contractor shall submit report in duplicate within 30 days of observation to Architect/Engineer for information.
3. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

O. ERECTION DRAWINGS

1. The Contractor shall submit drawings for the Architect/Engineer's benefit as contract administrator or for the Owner.
2. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
3. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer or Owner.

PART I. PRODUCTS

Not Used.

PART II. EXECUTION

Not Used.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART I. GENERAL

A. SECTION INCLUDES

1. Quality assurance - control of installation.
2. Tolerances
3. References and standards.
4. Mock-up.
5. Testing laboratory services.
6. Inspection services.
7. Manufacturers' field services.
8. Subcontracting.

B. RELATED SECTIONS

1. Section 01090 - Reference Standards.
2. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
3. Section 01600 - Material and Equipment: Requirements for material and product quality.
4. Section 01650 - Starting of Systems.

C. QUALITY ASSURANCE - CONTROL OF INSTALLATION

1. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
2. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedure, or construction safety.

3. The Contractor shall monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
4. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervisor and coordination of the WORK.
5. The Contractor shall comply with manufacturers' instructions, including each step in sequence.
6. Should the manufacturers' instructions conflict with Contract Documents, the Contractor shall request clarification from Architect/Engineer before proceeding.
7. The Contractor shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
8. The Contractor shall perform Work by persons qualified to produce required and specified quality.
9. The Contractor shall verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
10. The Contractor shall secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

D. IMPROPER COVERAGE OF BURIED CONSTRUCTION

1. If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.
2. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

E. DEFECT ASSESSMENT

1. Replace the Work, or portions of the Work, not conforming to specified requirements.
2. If, in the opinion of the Architect/Engineer it is not practical to remove and replace the Work, the Architect/Engineer will direct an appropriate remedy or adjust payment.

F. TOLERANCES

1. The Contractor shall monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
2. The Contractor shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
3. The Contractor shall adjust Products to appropriate dimensions; position before securing Products in place.

G. REFERENCES AND STANDARDS

1. For Products or workmanship specified by association, trade, or other consensus standards, the Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The Contractor shall conform to reference standard by date of issue current date for receiving bids, except where a specific date is established by code.
3. The Contractor shall obtain copies of standards where required by product specification sections.
4. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

H. MOCK-UP

1. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
2. The Contractor shall assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
3. Accepted mock-ups shall be a comparison standard for the remaining Work.
4. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

I. TESTING SERVICES

Owner will appoint and employ services of an independent firm to perform testing. Owner shall pay for services

1. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer.

2. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
3. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, in duplicate indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The Contractor shall cooperate with the independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - a. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
5. Testing does not relieve Contractor to perform Work to contract requirements.
6. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor or by deducting testing charges from the Contract Sum/Price.

- J. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection will be done at the contractor's risk and will be considered unauthorized and at the option of the Engineer may not be accepted and may be ordered removed at the Contractor's expense.

- K. If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.
- L. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
- M. INSPECTION SERVICES
1. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection.
- N. MANUFACTURERS' FIELD SERVICES
1. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
2. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
3. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL GENERAL CONDITIONS: The plans, these specifications, Special General Conditions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications. Special General Conditions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advance of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer.

O. SUBCONTRACTING

The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

1. The contractor shall not award WORK to SUBCONTRACTOR(S) in excess of fifty (50) percent of contract price, or in excess of fifty (50) percent of the labor and equipment required to install the project, without prior written approval of the OWNER.
2. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
3. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the

CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

4. Nothing contained in this CONTRACT shall create any contractual relationship between the SUBCONTRACTOR and the OWNER.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

A. EXAMINATION

1. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
2. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
3. Examine and verify specific conditions described in individual specification sections.
4. Verify that utility services are available, of the correct characteristics, and in the correct locations.

B. PREPARATION

1. Clean substrate surfaces prior to applying next material or substance.
2. Seal cracks or openings of substrate prior to applying next material or substance.
3. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART I. GENERAL

A. SECTION INCLUDES

1. Temporary Electricity.
2. Temporary lighting.
3. Heating.
4. Cooling.
5. Ventilation.
6. Telephone service.
7. Facsimile service.
8. Water.
9. Sanitary facilities.
10. Temporary Barriers.
11. Exterior enclosures
12. Interior enclosures.
13. Protection of the Work installed.
14. Security.
15. Access roads.
16. Water control.
17. Parking.
18. Progress cleaning and waste removal.
19. Project Identification.
20. Field office and sheds.

21. Removal of utilities, facilities and controls.

B. RELATED SECTIONS

1. Section 01700 - Contract Closeout: Final cleaning.

C. TEMPORARY ELECTRICITY

1. Cost: The Contractor shall provide and pay for power service required from utility source.

D. TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES: The Contractor shall:

1. Provide and maintain lighting for construction operations.
2. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
3. Provide and maintain lighting to interior work areas after dark for security purposes.
4. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
5. Maintain lighting and provide routine repairs.
6. Permanent building lighting may not be utilized during construction unless otherwise approved in writing.

E. TEMPORARY HEATING: The Contractor shall:

1. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
2. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

F. TEMPORARY COOLING: The Contractor shall:

Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

- G. TEMPORARY VENTILATION: The Contractor shall:
1. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
 2. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.
- H. TELEPHONE SERVICE:
1. The Contractor shall provide, maintain, and pay for telephone service to field office at time of project mobilization.
 2. Architect/Engineer will pay for own service.
- I. FACSIMILE SERVICE
1. None will be required.
- J. TEMPORARY WATER SERVICE:
1. The Contractor shall provide, maintain and pay for suitable quality water service required for construction operations.
- K. TEMPORARY SANITARY FACILITIES
1. The Contractor shall provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at time of project mobilization.
- L. BARRIERS: The Contractor shall:
1. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
 2. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
 3. Provide protection for plants designated to remain. Replace damaged plants.
 4. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

M. FENCING

1. Construction: Contractor's option unless specified otherwise..

N. WATER CONTROL: The Contractor shall:

1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

O. EXTERIOR ENCLOSURES

1. The Contractor shall provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

P. INTERIOR ENCLOSURES

1. The Contractor shall provide temporary partitions and ceilings as indicated to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
2. The Contractor shall provide framing and reinforced polyethylene, plywood, gypsum board or other sheet materials with closed joints and sealed edges at intersections with existing surfaces where necessary for a finished project.

Q. PROTECTION OF INSTALLED WORK: The Contractor shall:

1. Protect installed Work and provide special protection where specified in individual specification sections.
2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

4. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
5. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
6. Prohibit traffic from landscaped areas.

R. SECURITY: The Contractor shall:

1. Provide security and facilities to protect Work, and existing facilities, from unauthorized entry, vandalism, or theft.
2. Coordinate with Owner's security program.

S. ACCESS ROADS: The Contractor shall:

1. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
2. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
3. Provide and maintain access to fire hydrants, free of obstructions.
4. Provide means of removing mud from vehicle wheels before entering streets.
5. Designated existing on-site roads shall not be used for construction traffic.

T. PARKING

1. The Contractor shall not allow vehicle parking on existing pavement.

U. PROGRESS CLEANING AND WASTE REMOVAL: The Contractor shall:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Remove debris and rubbish from pipe chases, plenums, attics,

crawl spaces, and other closed or remote spaces, prior to enclosing the space.

3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
4. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
5. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

V. PROJECT IDENTIFICATION

1. Not required.

W. FIELD OFFICES AND SHEDS

1. Field Office is not required on this project however a means of contacting the contractor during the day is required, ie. answering machine or pager.

X. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS: The Contractor shall:

1. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
2. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
3. Clean and repair damage caused by installation or use of temporary work.
4. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART II. PRODUCTS
Not Used.

PART III. EXECUTION
Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART I. GENERAL

A. SECTION INCLUDES

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. RELATED SECTIONS

1. Section 01400 - Quality Control: Product quality monitoring.

C. PRODUCTS

1. The Contractor shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
2. The Contractor shall provide interchangeable components of the same manufacture for components being replaced.

D. TRANSPORTATION AND HANDLING: The Contractor shall:

1. Transport and handle Products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
3. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

E. STORAGE AND PROTECTION: The Contractor shall:

1. Store and protect Products in accordance with manufacturers' instructions.
2. Store with seals and labels intact and legible.
3. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
4. Provide for exterior storage of fabricated Products, which shall be placed on sloped supports above ground.
5. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
6. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
7. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
8. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
9. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

F. PRODUCT OPTIONS

1. The Contractor shall provide products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
2. The Contractor shall provide products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

G. SUBSTITUTIONS

1. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
2. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
3. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

A request constitutes a representation that the Bidder or Contractor:

- a. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - b. Will provide the same warranty for the Substitution as for the specified Product.
 - c. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - d. Waives claims for additional costs or time extension which may subsequently become apparent.
 - e. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
4. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
 5. Substitution Submittal Procedure:
 - a. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - b. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence.

Burden of proof is on proposer.

- c. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

SECTION 01650

STARTING OF SYSTEMS

PART I. GENERAL

A. SECTION INCLUDES

1. Starting systems.
2. Demonstration and instructions.
3. Testing, adjusting, and balancing.
4. Partial Occupancy and use.

B. RELATED SECTIONS

1. Section 01400 - Quality Control: Manufacturers field reports.
2. Section 01700 - Contract Closeout: System operation and maintenance data and extra materials.

C. STARTING SYSTEMS: The Contractor shall:

1. Coordinate schedule for start-up of various equipment and systems.
2. Notify Architect/Engineer seven days prior to start-up of each item.
3. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
4. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
5. Verify that wiring and support components for equipment are complete and tested.
6. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions and per specific item specification.

7. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
8. Submit a written report in accordance with Section 01300 that equipment or system has been properly installed and is functioning correctly.

D. DEMONSTRATION AND INSTRUCTIONS: The Contractor shall:

1. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
3. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
4. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at an agreed time , at a designated location.
5. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
6. Provide the amount of time required for instruction on each item of equipment and system is that specified in individual sections.

E. TESTING, ADJUSTING, AND BALANCING

1. If desired the Owner will appoint and employ services of an independent firm to perform testing, adjusting, and balancing. The owner shall pay for services.
2. Reports will be submitted by the independent firm to the Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.

3. PARTIAL OCCUPANCY AND USE: The owner, upon advance written notification to the contractor, shall have the right to occupy and use any completed or partially completed portions of the project when such occupancy and use is to the owner's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- a. The engineer shall make an inspection of the portion or portions of the project concerned, and report to the owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
- b. The owner, upon acceptance of the engineer's report, shall give written notice to the contractor of the owner's intention to occupy and use said portions of the project. The owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used, and shall establish the date of said occupancy and use.
- c. From the date thus established, the owner shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The owner shall have the right to exclude the contractor from those portions of the project, but shall provide the contractor reasonable access to complete or correct necessary items of work.
- d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project, except as to items of equipment specified such as instrumentation, electrical, and mechanical equipment which are thus used by the owner. For said equipment, the warranty shall start from the date established in the written notice from the owner.
- e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract, nor relieve the contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and

use.

- f. The contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the guarantee.
- g. The partial occupancy and use of any portion or portions of the project by the owner shall not constitute grounds for claims by the contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.
- h. The contractor shall be responsible for contacting all federal, state, county or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
- i. The contractor shall secure a cleanup release satisfactory to the owner from any federal, state, county or railroad agency after the work for which a permit has been obtained has been completed.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART I. GENERAL

A. SECTION INCLUDES

1. Closeout procedures.
2. Final cleaning.
3. Adjusting.
4. Project record documents.
5. Operation and maintenance data.
6. Spare parts and maintenance Products.
7. Maintenance service.

B. RELATED SECTIONS

1. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
2. Section 01650 - Starting of Systems: System start-up, testing, adjusting, and balancing.

C. CLOSEOUT PROCEDURES: The Contractor shall:

1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
2. Provide submittals to Architect/Engineer that are required by governing or other authorities.
3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. FINAL CLEANING: The Contractor shall:

1. Execute final cleaning prior to final project assessment.
2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
3. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
4. Replace filters of operating equipment.
5. Clean debris from roofs, gutters, downspouts, and drainage systems.
6. Clean site; sweep paved areas, rake clean landscaped surfaces.
7. Remove waste and surplus materials, rubbish, and construction facilities from the site.

E. ADJUSTING

The Contractor shall adjust operating Products and equipment to ensure smooth and unhindered operation.

F. PROJECT RECORD DOCUMENTS

1. The Contractor shall maintain on site one set of the following record documents; record actual revisions to the Work:
 - a. Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other modifications to the Contract.
 - e. Reviewed Shop Drawings, Product Data, and Samples.
 - f. Manufacturer's instruction for assembly, installation, and adjusting.
2. The Contractor shall ensure entries are complete and accurate, enabling future reference by Owner.
3. The Contractor shall store record documents separate from

documents used for construction.

4. The Contractor shall record information concurrent with construction progress.
5. Specifications: The Contractor shall legibly mark and record at each Product section description of actual Products installed, including the following:

- a. Manufacturer's name and product model and number.
- b. Product substitutions or alternates utilized.
- c. Changes made by Addenda and modifications.

6. Record Drawings and Shop Drawings: The Contractor shall legibly mark each item to record actual construction including:

- a. Measured depths of foundations in relation to finish floor datum.
- b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
- c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- d. Field changes of dimension and detail.
- e. Details not on original Contract drawings.

- G. OPERATION AND MAINTENANCE DATA: The Contractor shall:

1. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic or cloth covers.
2. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project , and subject matter of binder when multiple binders are required.
3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

4. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20 pound white paper, in three parts as follows:
 - a. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - b. Part 2: Operation and maintenance instructions, arranged by system. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - (1) Significant design criteria.
 - (2) List of equipment.
 - (3) Parts list for each component.
 - (4) Operating instructions.
 - (5) Maintenance instructions for equipment and systems.
 - (6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - c. Part 3: Project documents and certificates, including the following:
 - (1) Shop drawings and product data.
 - (2) Air and water balance reports.
 - (3) Certificates.
 - (4) Photocopies of warranties and bonds.
5. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
6. Submit five sets of revised final volumes, prior to final payment.

H. **SPARE PARTS AND MAINTENANCE PRODUCTS:** The Contractor shall:

1. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.

2. Deliver to Project site and place in location as directed and obtain a receipt prior to final payment.

I. MAINTENANCE SERVICE: The Contractor shall:

1. Furnish service and maintenance of components indicated in specification sections during the warranty period.
2. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
3. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

PART II. PRODUCTS
Not Used.

PART III. EXECUTION
Not Used.

END OF SECTION

SECTION 01741

BONDS

PART I. GENERAL

A. SECTION INCLUDES

1. Preparation and submittal of bonds.
2. Time and schedule of submittals.

B. RELATED SECTIONS

1. Document Invitation to Bid: Instruction to Bidders: Bid bonds.
2. Document General Conditions Performance bond and labor and material payment bonds.
3. Section 01700 - Contract Closeout: Contract closeout procedures.
4. Individual Specifications Sections: Bonds required for specific Products or Work.

C. PREPARATION OF SUBMITTALS

1. The contractor shall provide five (5) executed copies of the Performance Bond, Statutory Bond, and Maintenance Bond on forms provided or other approved forms.
2. No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Owners council. Each bond shall be executed by the contractor and surety.
3. MAINTENANCE BOND: A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for a period of one (1) year from and after the time of the completion and acceptance by the Owner of said improvements.
4. PERFORMANCE BOND: A good and sufficient Performance

Bond shall be required in an amount equal to one hundred (100%) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the plans and specifications.

5. STATUTORY BOND: A good and sufficient Statutory Bond shall be required in amount equal to one hundred (100%) percent of the total contract amount guaranteeing payment in full for all materials and labor used in the construction of the work.

D. TIME OF SUBMITTALS

1. The Performance Bond, Statutory Bond, and Maintenance Bonds will be submitted along with the executed contract within ten (10) days of the Notice of Award to WDB ENGINEERING PLLC.

PART II. PRODUCTS

Not Used.

PART III. EXECUTION

Not Used.

END OF SECTION

DIVISION II
SECTION 201
DEFINITION OF TERMS

201.01 DEFINITIONS

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

A.A.S.H.O.	The American Association of State Highway Officials.
Addenda	Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute
A.S.T.M.	The American Society for Testing and Materials
Award	The decision of the Owner to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.
A.W.W.A.	American Water Works Association
Bid	The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
Bonds	Bid, Performance, and Payment (Statutory) Bonds and other instruments of security furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
City	The City or Town in which the construction work is being

	performed.
Change Order	A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors, Proposal, Bonds, Specifications, including Special Conditions, Addenda, Plans or working drawings and any supplemental agreement pertaining to the work or materials therefor.
Contract Documents	The contract, including ADVERTISEMENT for BIDS, INFORMATION for BIDDERS, BID, BID BOND, AGREEMENT, PAYMENT (STATUTORY) BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
Contract Price	The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
Contractor	The person or persons, partnership, company, firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Contract Time	The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications, and terms of the contract.
Council	The Council for the City or Town in which the construction work is being performed.
Director of Water Utilities	Acting within the scope of duly delegated authority.
Director	The Director of Water Utilities or his delegated authority.
Drawings	The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
Engineer	Representative of WDB ENGINEERING P.L.L.C.
Field Order	A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

Furnish	To supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Mayor	The Mayor of the City or Town in which the construction is being performed.
Municipal Counselor	The Municipal Counselor of the City or Town in which the construction is being performed, or his duly authorized assistants or agents.
Notice to Proceed	Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
Notice of Award	The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, with the time specified, OWNER will sign and deliver the Agreement.
Owner	A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to lucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alteration", or for showing details not shown thereon.
Project	The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
Provide	To furnish and erect or install.
Resident Project Representative	The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
Shop Drawings	All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

Special General Conditions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Conditions</u> and taking precedence over any conditions or requirements of the <u>General Conditions</u> with which they are in conflict.
Specifications	The directions, provisions and requirements contained herein, together with the "Special Conditions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the contractor and his surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Subcontractor	An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
Substantial Completion	That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
Supplemental General Conditions	Modifications to General Conditions required by a FEDERAL AGENCY for participation in the PROJECT and approved by the agency in writing prior to including in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
Supplier	Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
Surety of Sureties	The corporate body which is bound by such bonds as are required with and for the contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.
Work	All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
Working Day	Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor

may proceed with regular work in a manner satisfactory to the Engineer, for at least six (6) hours, toward completion of the work, unless work be suspended for causes beyond the contractor's forces do engage in regular work will be considered as working days.

Written Notice

Any Notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

Resolution

Establishing a contractor's pre-qualification Board; adopting standards and procedures therefor; and requiring board examinations and approval of bidders or public improvement work.

Owner

The person(s), organization, authority, city, town, developer or anyone paying for this contract.

SECTION 202

SCOPE OF WORK

202.01 INTENT OF PLANS AND SPECIFICATIONS

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

202.02 SPECIAL GENERAL CONDITIONS

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

202.03 INCREASED OR DECREASED QUANTITIES OF WORK

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

202.04 ALTERATIONS OF PLANS AND SPECIFICATIONS

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

202.05 EXTRA WORK

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

202.06 FINAL CLEANING UP

Upon completion of the work and before acceptance the contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste

materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

SECTION 203

CONTROL OF THE WORK AND MATERIALS

203.01 AUTHORITY OF ENGINEER

All work shall be done to the satisfaction of the Engineer. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, interpretation of the plans and specifications, and acceptable fulfillment of the contract.

The authority of the Engineer shall not be construed to include the authority to waive, revise or modify specifications as herein set forth either as to kind, type or quality of materials or manner of quality of construction. Nor shall the Engineer have the authority to order changes in the work requiring additional expense to the Owner prior to Owner approval.

203.02 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTORS

The contractor shall submit five (5) copies of shop drawings to the Engineer for approval. Any work performed or any materials ordered prior to the approval of such drawings by the Engineer shall be at the Contractor's risk.

203.03 OPERATION AND MAINTENANCE MANUALS

Contractor shall submit to the Engineer for approval six (6) copies of the manufacturer's operation and maintenance manual for all equipment used in construction of the project. The manuals shall include as a minimum: lubrication requirements and schedules, operation adjustment, troubleshooting guides, safety requirements, operational procedures, routine maintenance schedules.

203.04 EXISTING STRUCTURES NOT SHOWN ON PLANS

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

203.05 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL GENERAL CONDITIONS

The plans, these specifications, Special General Conditions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications. Special General Conditions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advance of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed

necessary for the fulfillment of the intent of the plans and specifications.

In the event the contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer.

203.06 COOPERATION OF CONTRACTOR

The contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The contractor shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. Such superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative.

The contractor and his superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

203.07 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

203.08 MATERIALS AND WORKMANSHIP

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

203.09 SAMPLES AND TESTS OF MATERIALS

Where in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by and at the expense of the Owner, unless otherwise provided in these specifications or in the Special Conditions. Tests, unless otherwise provided in these specifications or in the Special General Conditions. Tests, unless otherwise specified, are

to made in accordance with the latest standard methods of the American Society of Testing Materials. The contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory.

The contractor in all cases, shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the Owner.

Testing shall be done only on written order of the Engineer on test order forms provided by the Owner, unless otherwise provided in the Special General Conditions or in the material details; nothing in these specifications shall be construed as requiring a specific number of tests to be made.

203.10 STORAGE OF MATERIALS

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

203.11 INSPECTION

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

203.12 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection will be done at the contractor's risk and will be considered unauthorized and at the option of the Engineer may not be accepted and may be ordered removed at the Contractor's expense.

203.13 CORRECTION OF WORK AFTER FINAL ACCEPTANCE

Neither the final certificate nor acceptance nor any provision in the Contract Documents shall relieve the contractor of responsibility for faulty materials of workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which

shall appear within a period of one (three years for Buildings) from the date of substantial completion. The Owner will give notice of observed defects with reasonable promptness.

203.14 FINAL INSPECTION

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

SECTION 204

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

204.01 LAWS TO BE OBSERVED

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

204.02 PERMITS AND LICENSES

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

204.03 PATENTED DEVICES, MATERIALS AND PROCESSES

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

204.04 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work

or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and their use shall be strictly enforced by the contractor. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

204.05 PUBLIC CONVENIENCE AND SAFETY

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

Where the contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

204.06 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS, OR RIGHT-OF-WAY

For the performance of the contract, the contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor

inconvenience occupant of adjoining property.

Other contractors of the Owner may, for all purposes required by their contracts, enter upon the work and premises used by the contractors, and the contractor shall give to other contractors of the Owner, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the contractor for his use shall be provided by him at his own expense.

204.07 RAILWAY CROSSINGS

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

204.08 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Engineer shutting down the work until the contractor shall have provided the necessary protection.

The contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the contractor at his expense, if, in the opinion of the Engineer such action is justified. The contractor's responsibility for the maintenance of barricades, signs and lights and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

204.09 USE OF EXPLOSIVES

Should the contractor elect to use explosives to loosen rock or concrete that cannot be ripped he shall obtain a permit from the Owner, City, State, any other governing body that has jurisdiction over the project site. Prior to the use of explosives the contractor shall provide insurance certification showing coverage of accidents from use of explosives and the contractor shall provide written evidence that the bonding company has been notified just prior to use of explosives. Neither the issuing of permits nor granting permission shall be construed as requiring the use of explosives or as accepting any liability for injury or damage resulting from the use of explosives. All procedures and precautions shall be in compliance with all applicable laws and regulations. Only a sufficient quantity of explosives for the immediate day's work shall be brought to the site. No blasting shall be done unless an inspector is present.

204.10 PROTECTION AND RESTORATION OF PROPERTY

The contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall sue every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or interacted, or he shall make good such damage for injury in an acceptable manner.

In case of the failure on the part of the contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the contractor prior to final acceptance.

204.11 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

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

reference in such monuments or markers.

204.12 RESPONSIBILITY FOR DAMAGE CLAIMS

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

204.13 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed the contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer inlets. He shall also take care of all sewage and drainage which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions.

He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and maintained under the contract, save where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

204.14 ARRANGEMENT AND CHARGE FOR WATER

If the contractor desires to use public water, except for water used in flushing the water lines being installed for the same public entity that produces the water, he shall pay the rate established by that Entity for such services and he shall make complete and satisfactory arrangements with the producing Water Department for so doing. Meters will be used and the contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use of in his possession.

204.15 USE OF FIRE HYDRANTS

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

204.16 USE OF A SECTION OR PORTION OF THE WORK

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

204.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

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

204.18 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

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

204.19 WAIVER OR LEGAL RIGHTS

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

204.20 CONTRACTOR'S INSURANCE

The contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the Owner, no shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

204.21 COMPENSATION AND DEATH LIABILITY INSURANCE

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

204.22 PROOF AND CARRIAGE OF INSURANCE

The contractor shall furnish the Owner with satisfactory proof of carriage of insurance required.

204.23 ACCIDENTAL BREAKAGE OF PUBLICLY-OWNED UTILITY LINES

Should the contractor accidentally or otherwise break a publicly-owned utility line, the contractor shall repair such a line as soon as possible after the break; however, under no circumstances shall the contractor leave the job site until the repairs have been made to restore service to the utility users. Should the contractor not be able to find the necessary repair fittings, materials, pipe etc., form retail supplies for the repair. The contractor will then either replace those items furnished (same brand, class, etc.) by the Owner, or pay the Owner its cost for the same. Payment for any supplies shall be made prior to final acceptance of the project by the Owner.

SECTION 205

PROSECUTION AND PROGRESS

205.01 PROSECUTION OF WORK

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

205.02 LIMITATIONS OF OPERATIONS

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

205.03 CHARACTER OF WORKMEN AND EQUIPMENT

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

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

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

205.04 DAY'S WORK: WORKING HOURS

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a notification is given to the Engineer in writing.

205.05 TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

It should become necessary to stop work for an indefinite period, the contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

SECTION 206

BONDS

206.01 GENERAL

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Owners council. Each bond shall be executed by the contractor and surety.

206.02 MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for a period of one (1) year from and after the time of the completion and acceptance by the Owner of said improvements.

206.03 PERFORMANCE BOND

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100%) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the plans and specifications.

206.04 STATUTORY BOND

A good and sufficient Statutory Bond shall be required in amount equal to one hundred (100%) percent of the total contract amount guaranteeing payment in full for all materials and labor used in the construction of the work.

DIVISION XV

MEDIA AND GRAVEL SPECIFICATIONS						
Layer	Depth	Approximate Bags Per Cell	Size	Description	Uniformity Coefficient	Specific Gravity
Top	16.5"	363	0.8 - 1.2 mm	Anthracite	Less than 1.6	1.60 - 1.70
6th	9"	198	0.45 - 0.55 mm	Filter Sand	Less than 1.65	2.60 or >
5th	4.5"	99	0.30 - 0.35 mm	Garnet Sand	Less than 1.5	3.80 or >
4th	3"	66	1.0 - 1.4 mm	Garnet Gravel	Less than 1.65	3.80 or >
3rd	4"	88	1/4" x 1/8"	Graded Gravel	---	2.60 or >
2nd	4"	88	1/2" x 1/4"	Graded Gravel	---	2.60 or >
Bottom	4"	88	3/4" x 1/2"	Graded Gravel	---	2.60 or >

DIVISION XV
TYPICAL FILTER SPECIFICATION
SECTION 1520.03 FILTER MEDIA

Support Gravel

Silica gravel shall be furnished in bags, clean and free from foreign matter. It shall consist of hard, rounded stones with an average specific gravity of not less than 2.6. Not more than 1 percent by weight of the material shall have a specific gravity of 2.25 or less. The gravel shall contain not more than 2 percent by weight of thin, flat or elongated pieces (pieces in which the largest dimension exceeds five times the smallest dimension). The gravel shall have an acid solubility of less than 5 percent.

The support gravel shall be free from shale, mica, clay, sand, loam and organic impurities of any kind. The gravel shall be screened to proper size and placed in the filter cell in layers. The gravel within each layer shall be uniformly graded. The support gravel shall be furnished and installed in each of the filter units as indicated on the drawings.

Garnet

Garnet gravel and garnet sand shall be composed of hard, durable grains and shall be furnished and installed in each filter unit as follows:

<u>Type</u>	<u>Size</u>	<u>Uniformity Coefficient</u>	<u>Finished Depth</u>
Garnet Gravel	1.0-1.4 mm	1.65 max	3"
Garnet Sand	0.30-0.35 mm	1.50 max	4.5"

The garnet materials shall be free from clay, loam and all organic materials. The garnet materials shall have a specific gravity not less than 3.80.

Filter Sand

Silica sand shall be composed of hard, durable grains and shall be furnished and installed in each filter unit for a finished depth of 9 inches. An extra inch (2.54 cm) of filter sand shall be supplied for backwashing and skimming of fines.

The sand shall be free from clay, loam and all organic materials. The sand shall have a specific gravity not less than 2.6 and an acid solubility of less than 5 percent. The sand shall have an effective size of 0.45 to 0.55 mm and uniformity coefficient of 1.65 maximum.

Filter Anthracite

The anthracite shall be clean and free from foreign matter and shall be furnished and installed in each filter unit for a finished depth of 16.5 inches. An extra inch (2.54 cm) of anthracite shall be supplied for backwashing and skimming of fines.

The anthracite shall have a hardness of not less than 2.7 on the MOH scale and a specific gravity between 1.60 - 1.70. It shall be free from iron sulfides, clay, shale and all foreign matter. Its acid solubility shall not exceed 5 percent.

The anthracite shall have an effective size of 0.8 to 1.2 mm and uniformity coefficient of 1.6 maximum.

Reference “A”

Tonka Equipment Company Submittal

Drawing No. 00049636

MEDIA AND GRAVEL SPECIFICATIONS					
Layer	Depth	Approximate Bags per Cell	Size	Description	Uniformity Coefficient
Top	16.5"	363	0.8 - 1.2 mm	Anthracite	Less than 1.6
6 th	9"	198	0.45 - 0.55 mm	Filter Sand	Less than 1.65
5 th	4.5	99	0.30 - 0.35 mm	Garnet Sand	Less than 1.5
4 th	3"	66	1.0 - 1.4 mm	Garnet Sand	Less than 1.65
3 rd	4"	88	1/4" x 1/8"	Graded Gravel	---
2 nd	4"	88	1/2" x 1/4"	Graded Gravel	---
Bottom	4"	88	3/4" x 1/2"	Graded Gravel	---

Paint Specifications

HANDRAIL PAINT SPECIFICATIONS					
Paint Manufacturer	Series	Color	Coat	Blast profile	Dry Film Thickness
Tnemec	N140-15BL	Tank White	Stripe	SSPC-SP6	3-5 Mils
Tnemec	N140-1255	Beige	Prime		3-5 Mils
Tnemec	1075-32GR	Light Gray	Finish		2-3 Mils
Total Prime DFT					5-8 Mils

* Finish coat color to be determined by engineer.

NOTES:

- 1) ALL DIMENSIONS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
- 2) PIPING MUST BE PROVIDED WITH ADEQUATE SUPPORTS TO PREVENT UNDUE STRESSES AND DAMAGE TO VESSEL. PIPE SUPPORTS BY OTHERS.
- 3) TONKA EQUIPMENT COMPANY IS PROVIDING THE HEREIN DESCRIBED EQUIPMENT WITH SOME SURFACES RECEIVING SURFACE PREPARATION AND PRIME PAINT COAT ONLY.

BEFORE APPLICATION OF THE FINISH COAT, THE PRIMED SURFACE MUST BE PROPERLY CLEANED AND PREPARED. THE FINISH COAT MUST BE APPLIED WITHIN SIXTY (60) DAYS OF APPLICATION OF THE PRIMER COAT OR SPECIAL SURFACE PREPARATION PROCEDURES MUST BE FOLLOWED.

TONKA EQUIPMENT COMPANY WILL NOT WARRANT THE SURFACE PREPARATION OR THE PRIME COAT IF PRODUCTS OF ANY MANUFACTURER OTHER THAN THAT OF THE PRIME COAT ARE USED OR IF THE ABOVE NAMED PAINT MANUFACTURER'S RECOMMENDATIONS ARE NOT FOLLOWED DURING THE APPLICATION OF THE FINISH COATS.

- 4) SUITABLE LIFTING LUGS WILL BE SUPPLIED.
- 5) FACEPIPING IS NOT BY TONKA.
- 6) INSTALLATION AND FIT-UP OF ALL LOOSE COMPONENTS, RAILING, ETC. NOT BY TONKA.
- 7) MEDIA AND AIRWASH GRID INSTALLATION BY OTHERS. INSTALLATION INSTRUCTIONS TO BE PROVIDED.
- 8) DO NOT PURCHASE OR INSTALL CONNECTING PIPING, OR CUT HOLES IN WALLS UNTIL TONKA'S EQUIPMENT HAS BEEN INSTALLED. TONKA IS NOT RESPONSIBLE FOR PIPING PURCHASED OR INSTALLED BEFORE ACTUAL FIELD DIMENSIONS ARE VERIFIED BY CONTRACTOR TO PROVIDE FLEXIBILITY ON PIPING TO FIT-UP, IF REQUIRED.
- 9) PROPER EARTH GROUND BY OTHERS.
- 10) SLUDGE REMOVAL SYSTEM NOT SHOWN IN TONKA DRAWINGS. REFERENCE POLYCHEM SYSTEMS DRAWINGS FOR DETAILS.
- 11) ADDITIONAL TANK SECTIONS CAN BE PROVIDED AS REQUESTED.

UTS SPECIFICATIONS:

NUMBER OF UNITS:
TWO (2)

RAPID MIXER:
THREE (3) UNITS
PROPELLER VELOCITY: VARIABLE BETWEEN 15 – 91.4 RPM
DRIVE ASSEMBLY: EURODRIVE VARIABLE SPEED: 5:1,
DRIVE UNIT ASSEMBLY, 460 VOLT, 3 PH,
3 HP, 1750 RPM MOTOR, 60 Hz, TEFC.

FLOCCULATOR:
THREE (3) TWO-STAGE UNITS
DETENTION TIME: 55.9 MINUTES/STAGE AT 926 GPM (DESIGN FLOW WITH ALL UNITS IN SERVICE)
37.2 MINUTES/STAGE AT 1389 GPM (DESIGN FLOW WITH ONE UNIT OUT OF SERVICE)

PADDLE VELOCITY: VARIABLE BETWEEN 0.94 - 5.72 RPM
DRIVE ASSEMBLY: EURODRIVE VARIABLE SPEED: 5:1,
DRIVE UNIT ASSEMBLY, 460 VOLT, 3 PH,
2 HP, 1750 RPM MOTOR, 60 Hz, TEFC.

SETTLING BASIN:
TWO (2) UNITS
FLOW RATE: 694 - 2778 GPM
HYDRAULIC LOADING: 0.30 GPM/SQ. FT. EFFECTIVE PLATE AREA
PLATE SETTLERS: 304L STAINLESS STEEL 55 DEGREE INCLINED PLATES
FIVE (5) PLATE PACKS PER BASIN
FIFTY-ONE (51) PLATES PER RACK, PLATES ARE 60" WIDE X 92" LONG

NUMBER OF FILTER CELLS:
FOUR (4)

FILTER AREA:
1056 SQ. FT. (264 SQ. FT./CELL)

FILTRATION RATE:
2778 GPM (695 GPM/FILTER, 2.7 GPM/SQ. FT.) (ALL FILTER CELLS ON-LINE)
(926 GPM/FILTER, 3.5 GPM/SQ. FT.) (ONE FILTER CELL OFF-LINE)

BACKWASH RATE:
3168 - 3960 GPM (12-15 GPM/SQ. FT.)
ACTUAL GPM TO BE DETERMINED IN FIELD AT START-UP

SIMUL-WASH RATE:
WATER: 1056 - 1584 GPM/CELL (4-6 GPM/SQ. FT.)
AIR: 528 - 792 CFM @ 5 PSI (2-3 CFM/SQ. FT.)

CONSTRUCTION SPECIFICATIONS:

TANK CONSTRUCTION:
CONCRETE, BY OTHERS

RAPID MIXER ASSEMBLY:
TYPE: EURODRIVE PARALLEL HELICAL
MOUNTING: MOUNTED ON STRUCTURAL ANGLES
PADDLE UNIT: SIX (6) PLATE PADDLE
PADDLE UNIT DIAMETER: 1'-6 3/4" DIA.
PADDLE MATERIAL: 3/16" 316 STAINLESS STEEL PLATE
SHAFT: COLD ROLLED 316 STAINLESS STEEL SHAFTING

FLOW CONTROL WEIRS:
316 STAINLESS STEEL

FLOCCULATOR ASSEMBLY:
TYPE: EURODRIVE PARALLEL HELICAL
MOUNTING: MOUNTED ON STRUCTURAL CHANNEL MEMBERS
PADDLE UNIT: TWO (2) ARM TYPE OF STRUCTURAL STEEL CONSTRUCTION
PADDLE UNIT DIAMETER: 10'-0" DIA.
PADDLE MATERIAL: 6" X 1 1/2" 304 STAINLESS STEEL CHANNEL
ARM MATERIAL: 304 STAINLESS STEEL STRUCTURAL ANGLES
SHAFT: COLD ROLLED 304 STAINLESS STEEL SHAFTING

SETTLING CHAMBER:
PLATE SETTLERS: 22 GAUGE 304 STAINLESS STEEL
COLLECTION TROUGH WITH SUBMERGED ORIFICES, 304 STAINLESS STEEL

SLUDGE COLLECTION:
CHAIN AND FLIGHT SYSTEM

UNDERDRAIN DESIGN (BY OTHERS):
TONKA STANDARD 6" MONOLITHIC DESIGN WITH TONKA UNDERDRAIN NOZZLES ON 8" CENTERS

AIRWASH:
HEADER/LATERAL AIRWASH DISTRIBUTOR, SCH. 80 PVC WITH ORIFICES ON 6" CENTERS, STRUCTURALLY SUPPORTED WITH 304 STAINLESS STEEL ANGLES

SIMUL-WASH TROUGHS:
TYPE 304 STAINLESS STEEL WITH WATER STOP ON ONE END, OTHER END CLOSED AND REINFORCED, SUPPORTED FROM CONCRETE WALL

PIPING:
EXTERIOR FACE PIPING: BY OTHERS
AIRWASH PIPING: BY OTHERS

NOTE: ALL PIPING BETWEEN AIRWASH BLOWER DISCHARGE AND TONKA PVC HEADER/LATERAL GRID TO BE UNLINED ON THE INTERIOR.

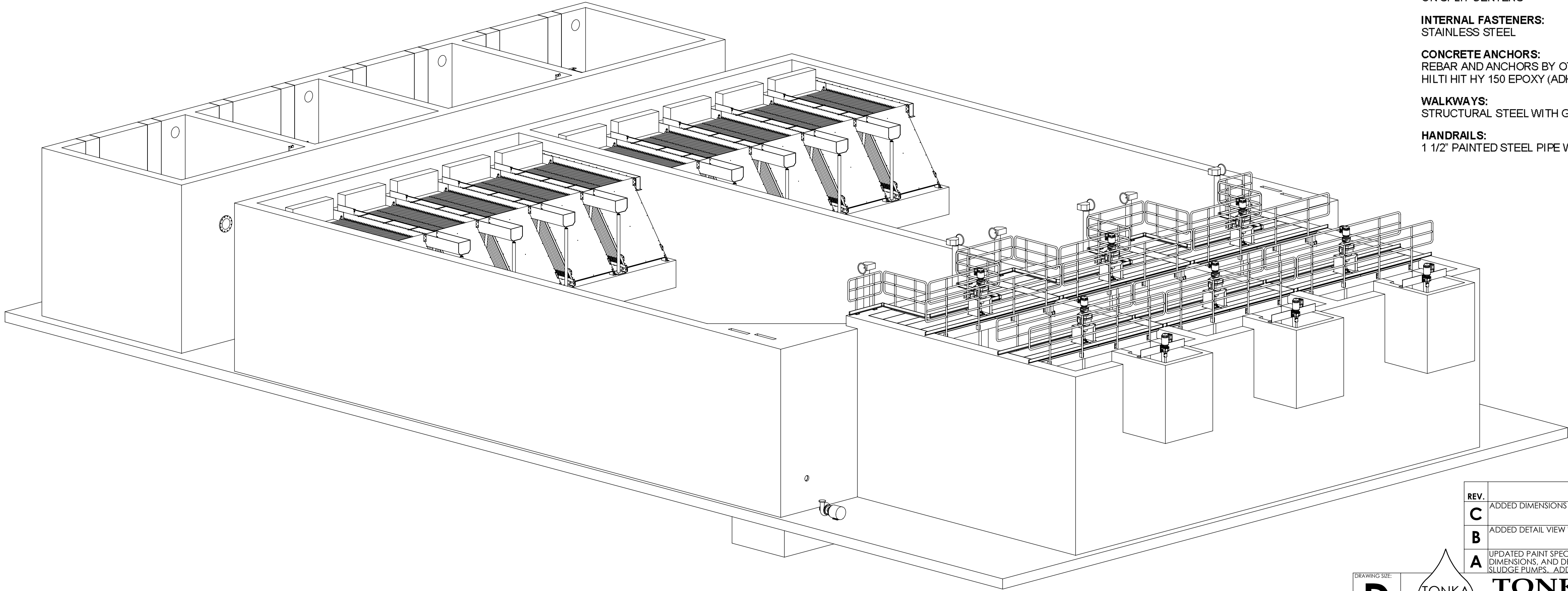
TANK FLANGES:
150 LB. FLAT FACE SLIP ON WELD FLANGES FACTORY WELDED ON SPLIT CENTERS

INTERNAL FASTENERS:
STAINLESS STEEL

CONCRETE ANCHORS:
REBAR AND ANCHORS BY OTHERS.
HILTI HIT HY 150 EPOXY (ADHESIVE BY OTHERS)

WALKWAYS:
STRUCTURAL STEEL WITH GALVANIZED BAR GRATING

HANDRAILS:
1 1/2" PAINTED STEEL PIPE WITH 4" HIGH STEEL KICKPLATE



ISOMETRIC VIEW

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DRAWN BY:
GJW

PROJECT MGR:
EJW

APPR. BY:
SLM

START DATE:
09/22/2011

DWG. SCALE:
1:72

APPR. DATE:
11/04/2011

UTS-P

ISO VIEW AND SPECIFICATIONS

SUBMITTAL DRAWING

COWETA, OK

REVISIONS

11142

REV.

BY

DESCRIPTION

REV.

BY

APPR.

BY

APPR. DATE

C

GJW

EJW

04/02/2013

B

GJW

EJW

04/02/2012

A

GJW

EJW

02/10/2012

TONKA

WATER TREATMENT SYSTEMS

SERVING PEOPLE SINCE 1956 THROUGH THE DESIGN AND MANUFACTURE OF MUNICIPAL AND INDUSTRIAL WATER TREATMENT SYSTEMS.

13305 WATER TOWER CIRCLE
PLYMOUTH, MN 55441

OFFICE: (763) 539-2837
FAX: (763) 539-1979

http://www.tonkawater.com

SHEET NUMBER:

1 OF 5

REV.

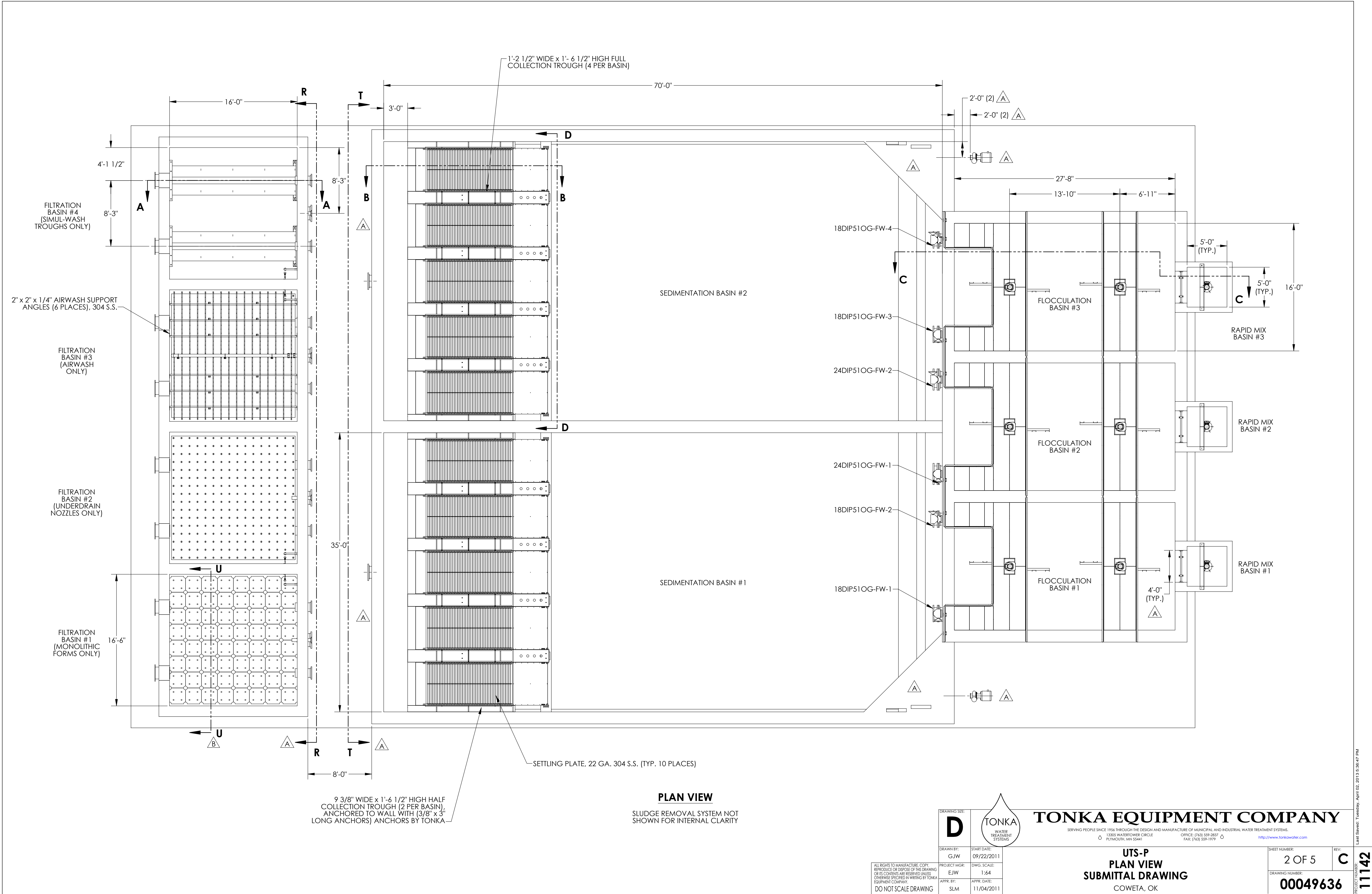
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00049636

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PLAN VIEW

SLUDGE REMOVAL SYSTEM NOT SHOWN FOR INTERNAL CLARITY

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UTS-P
PLAN VIEW
SUBMITTAL DRAWING
COWETA, OK

SHEET NUMBER:
2 OF 5

REV:
C

DRAWING NUMBER:
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PROJECT NUMBER:
11142

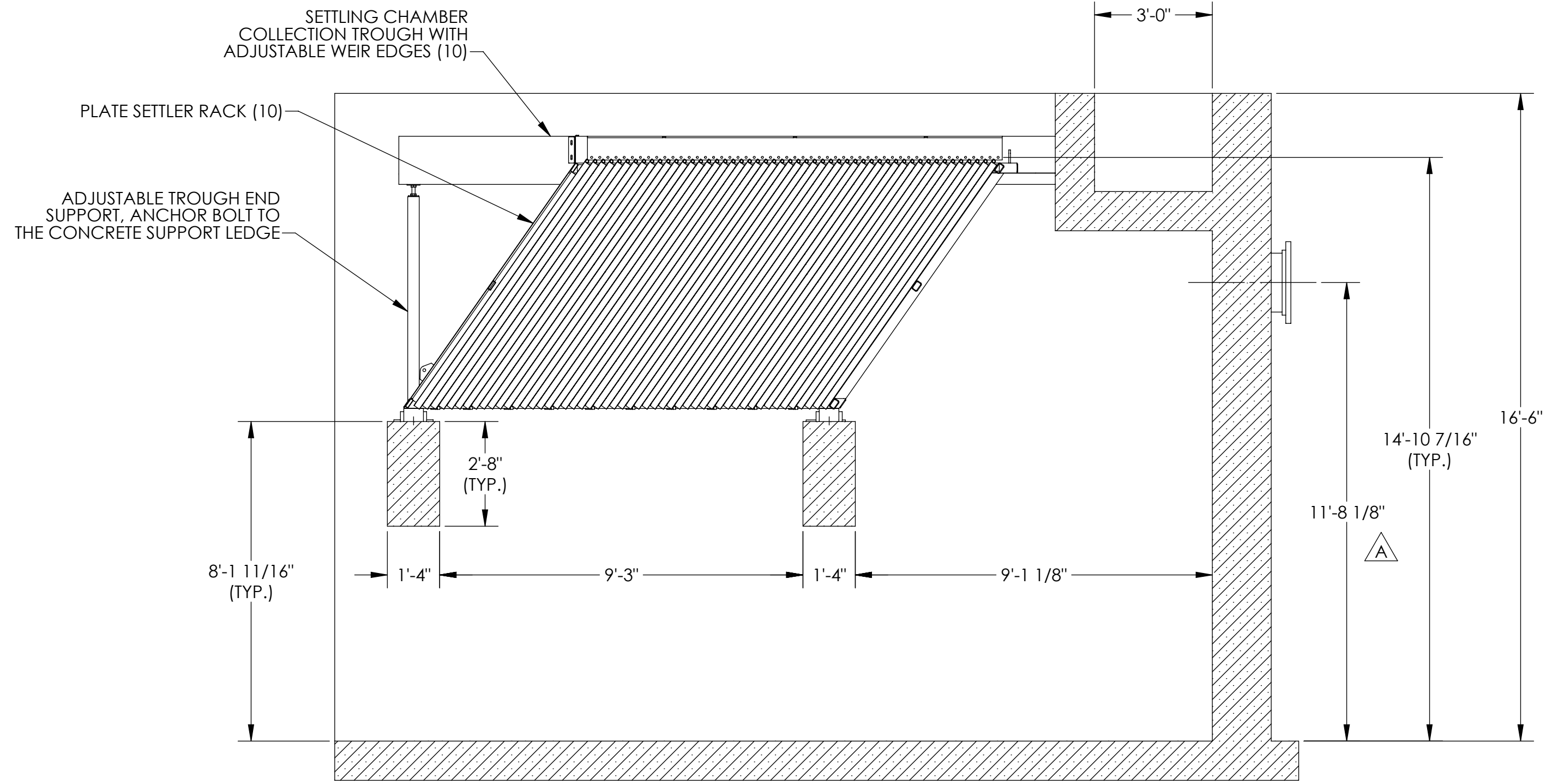
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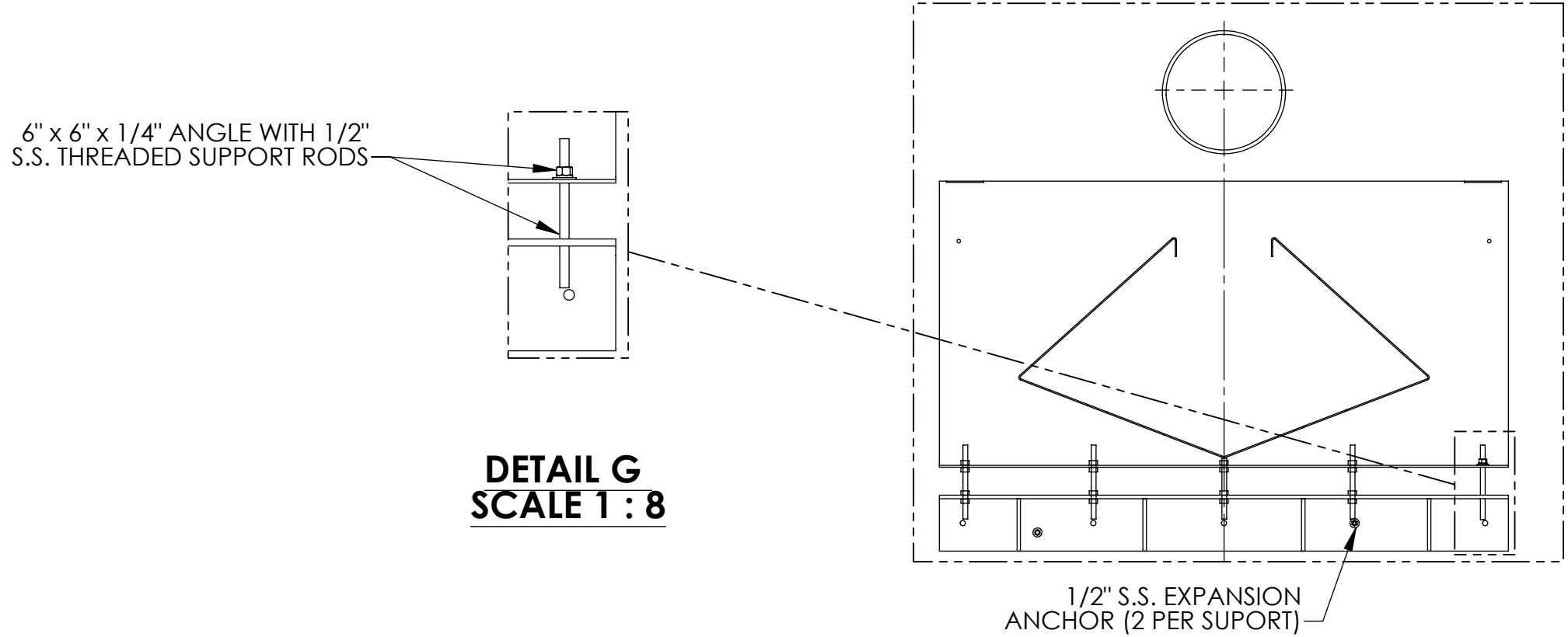
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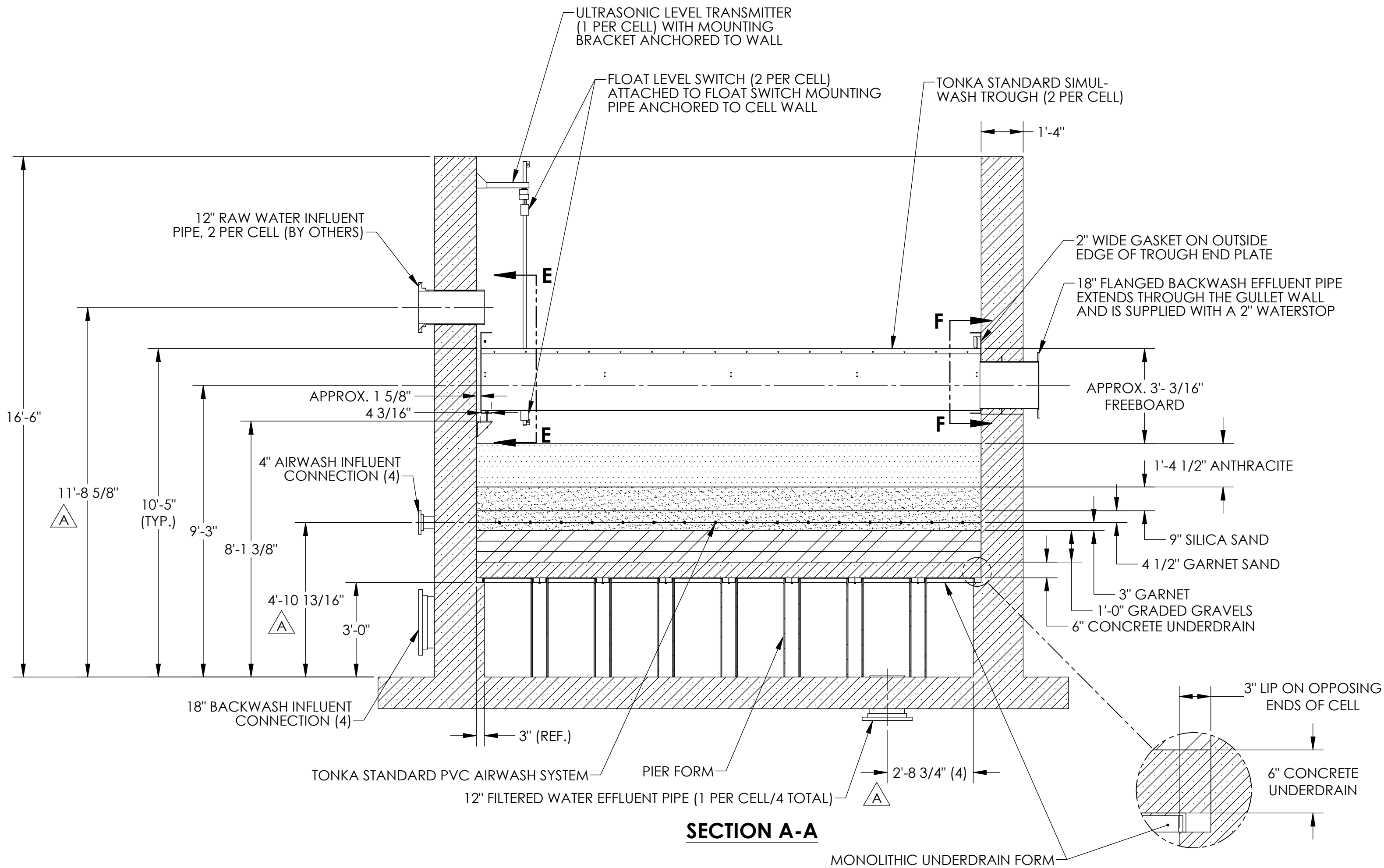


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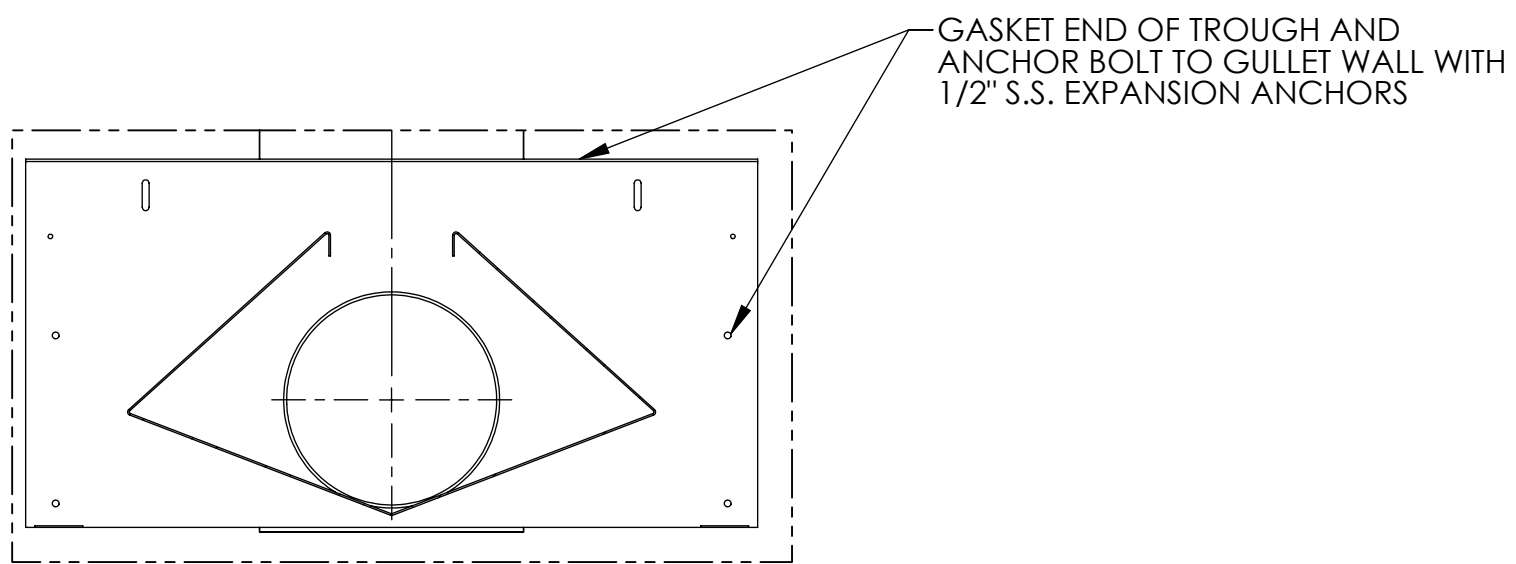
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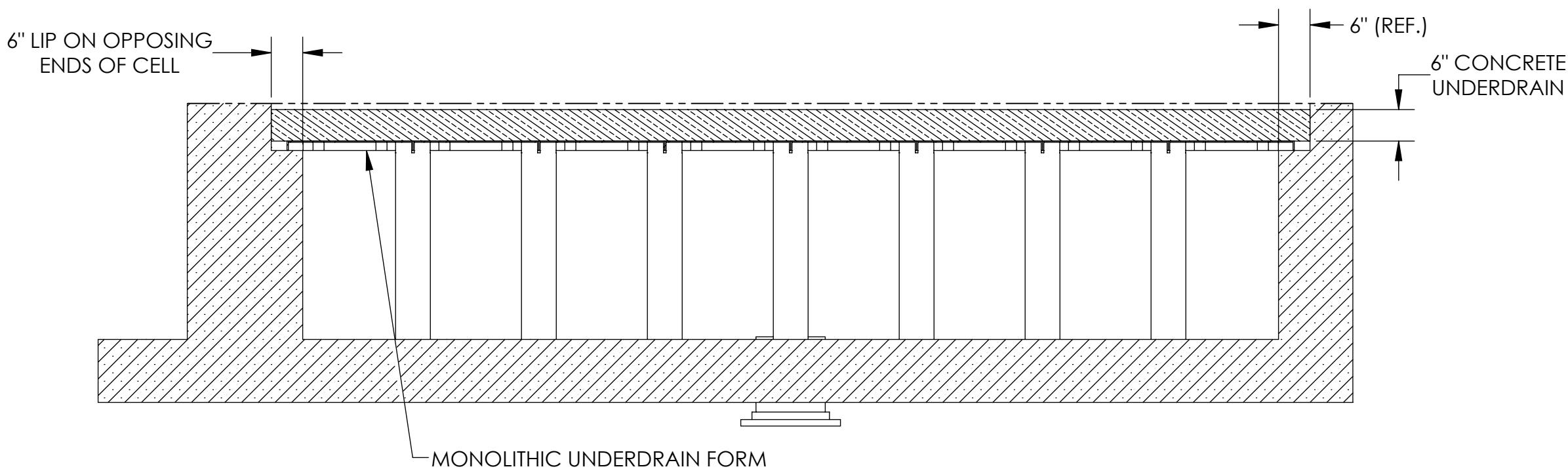


SECTION A-A

DETAIL S
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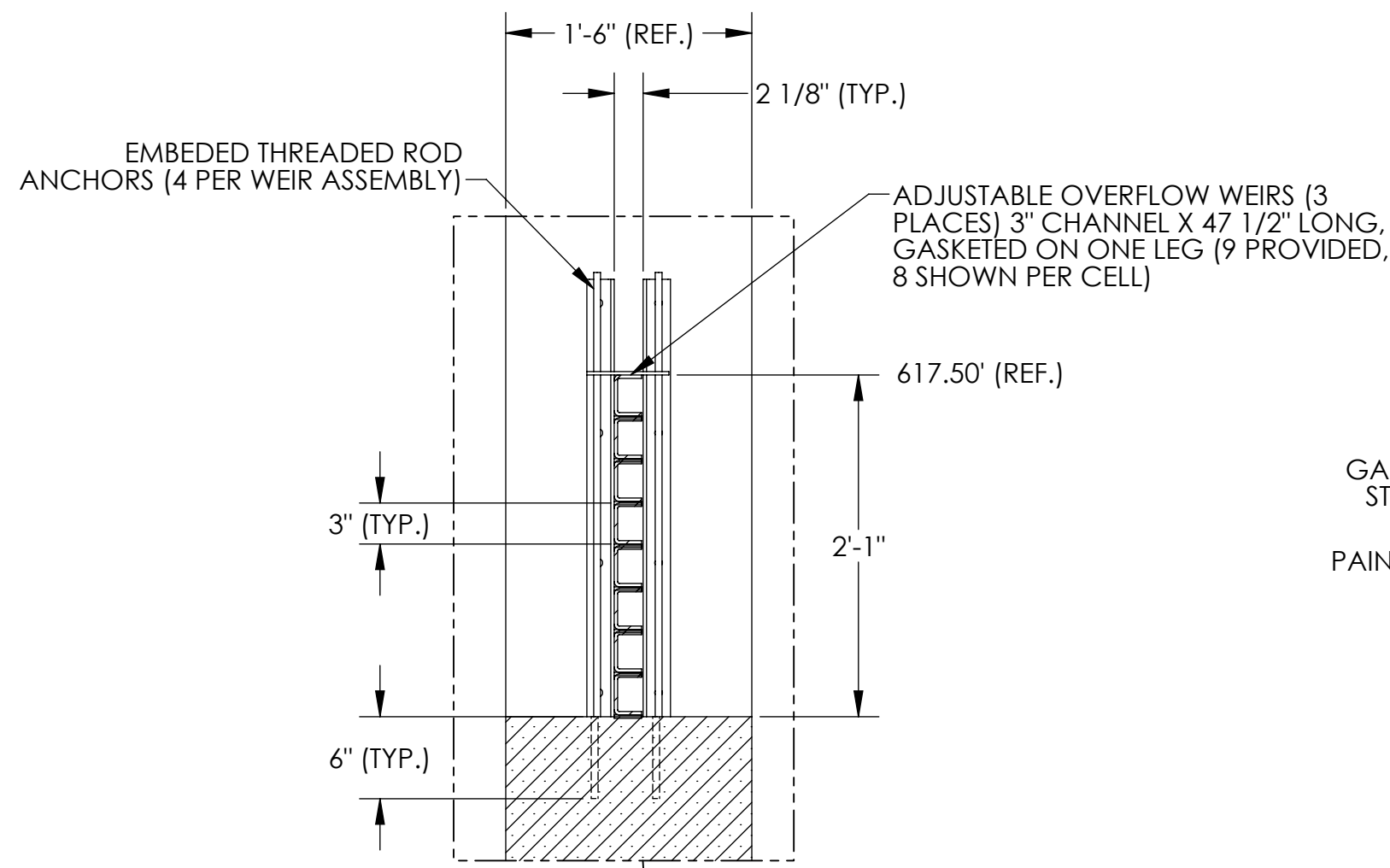


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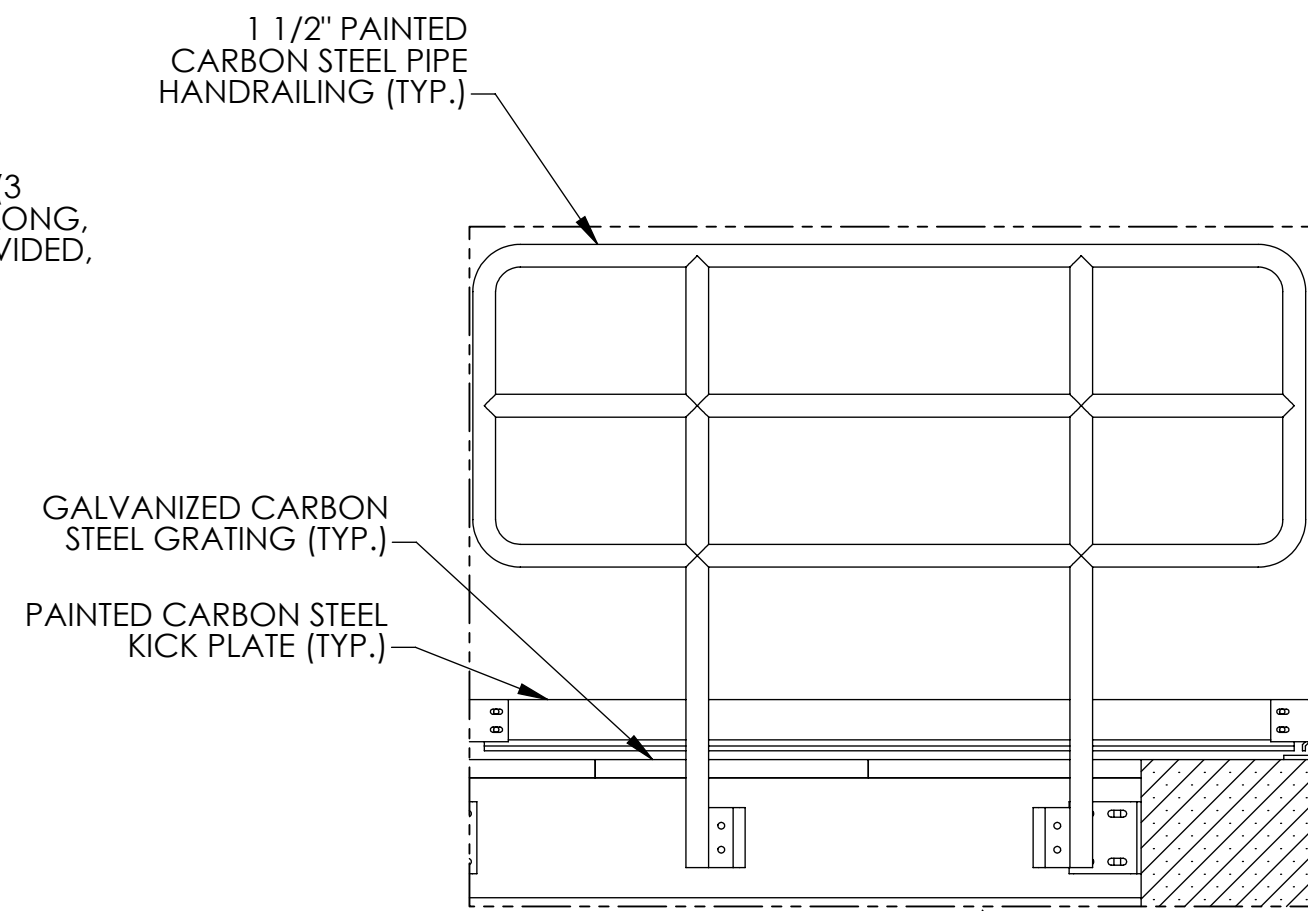


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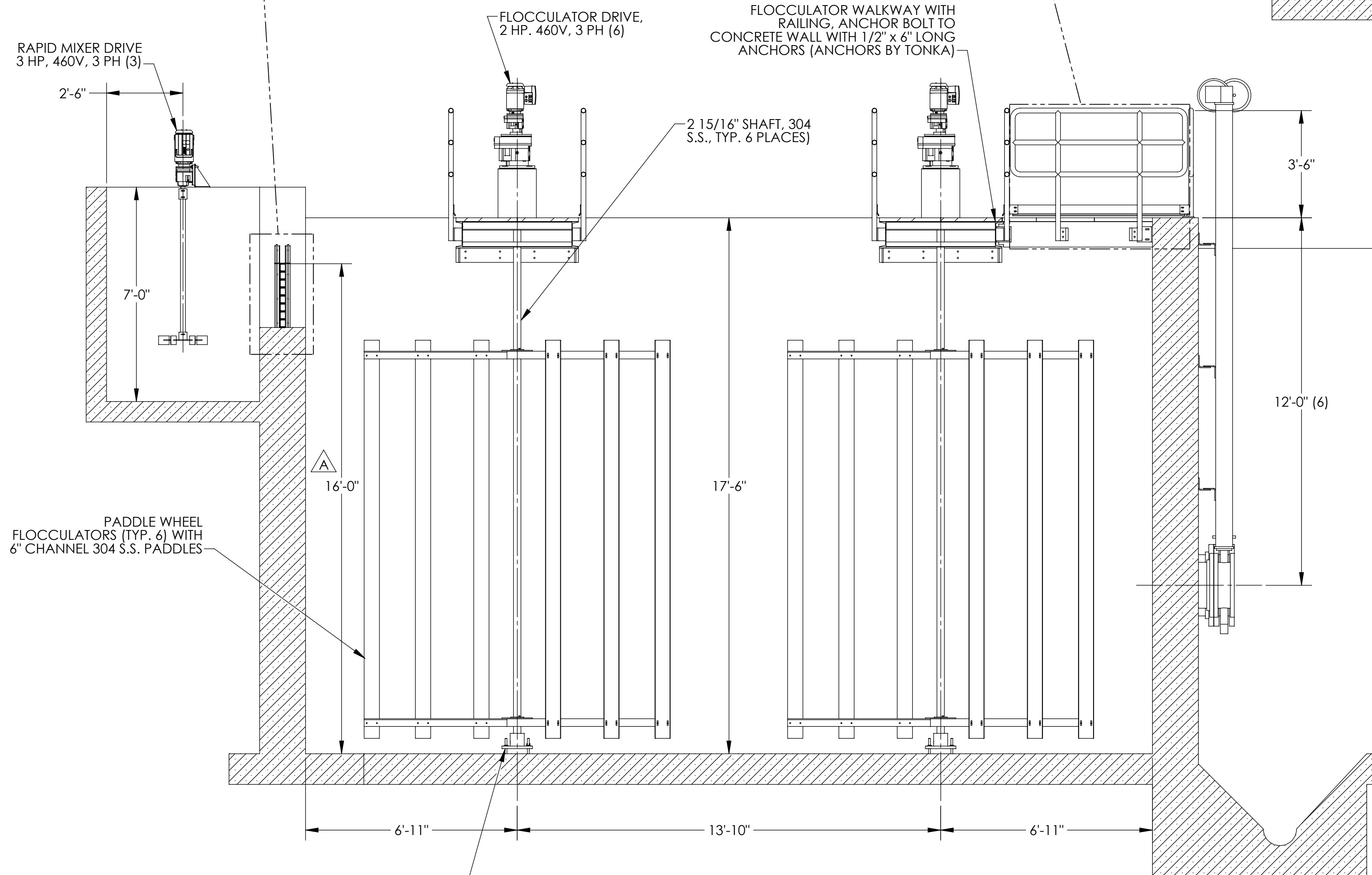
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PROJECT MGR: EJW	APPR. BY: SLM	APPR. DATE: 11/04/2011		SHEET NUMBER: 3 OF 5 REV: C	
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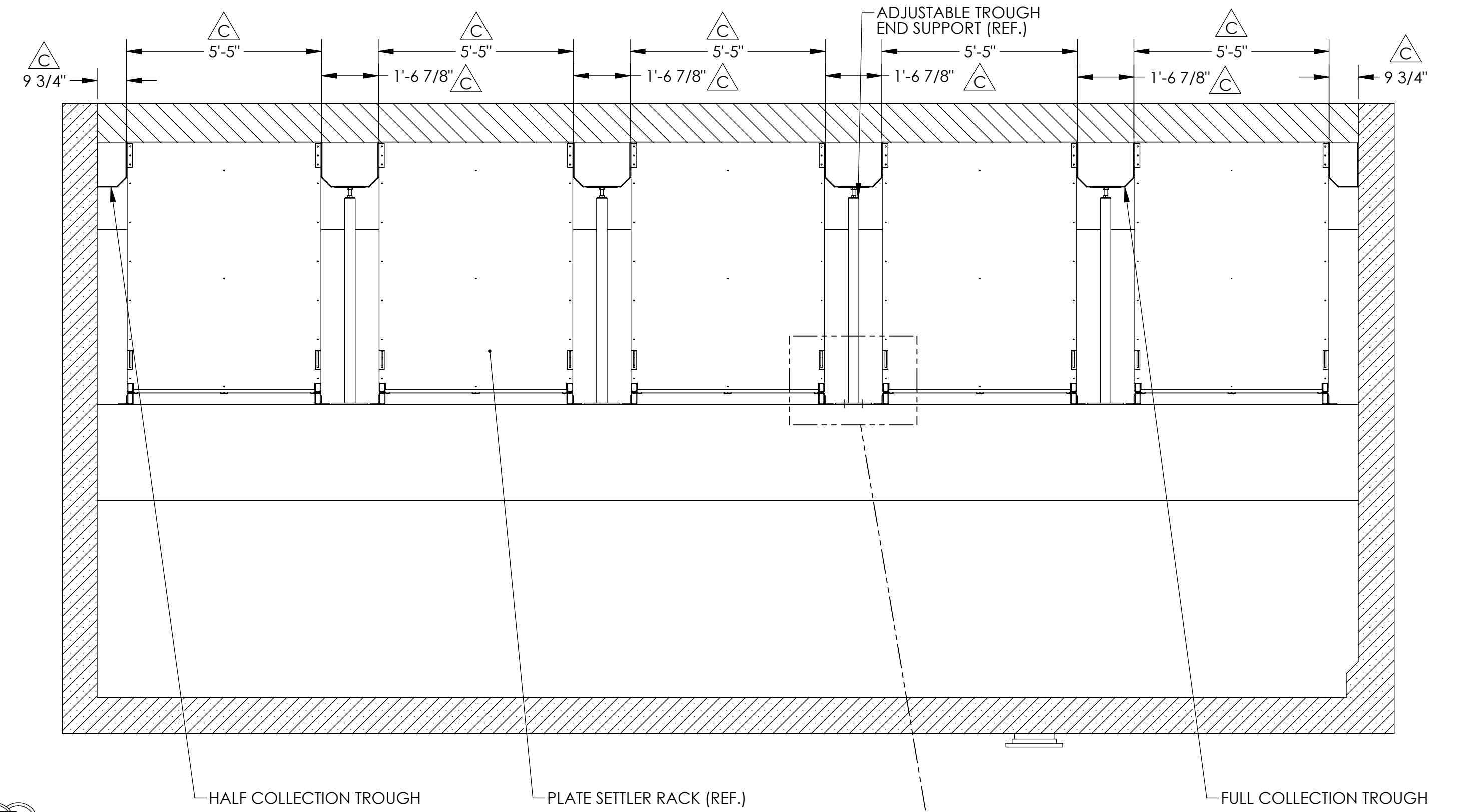
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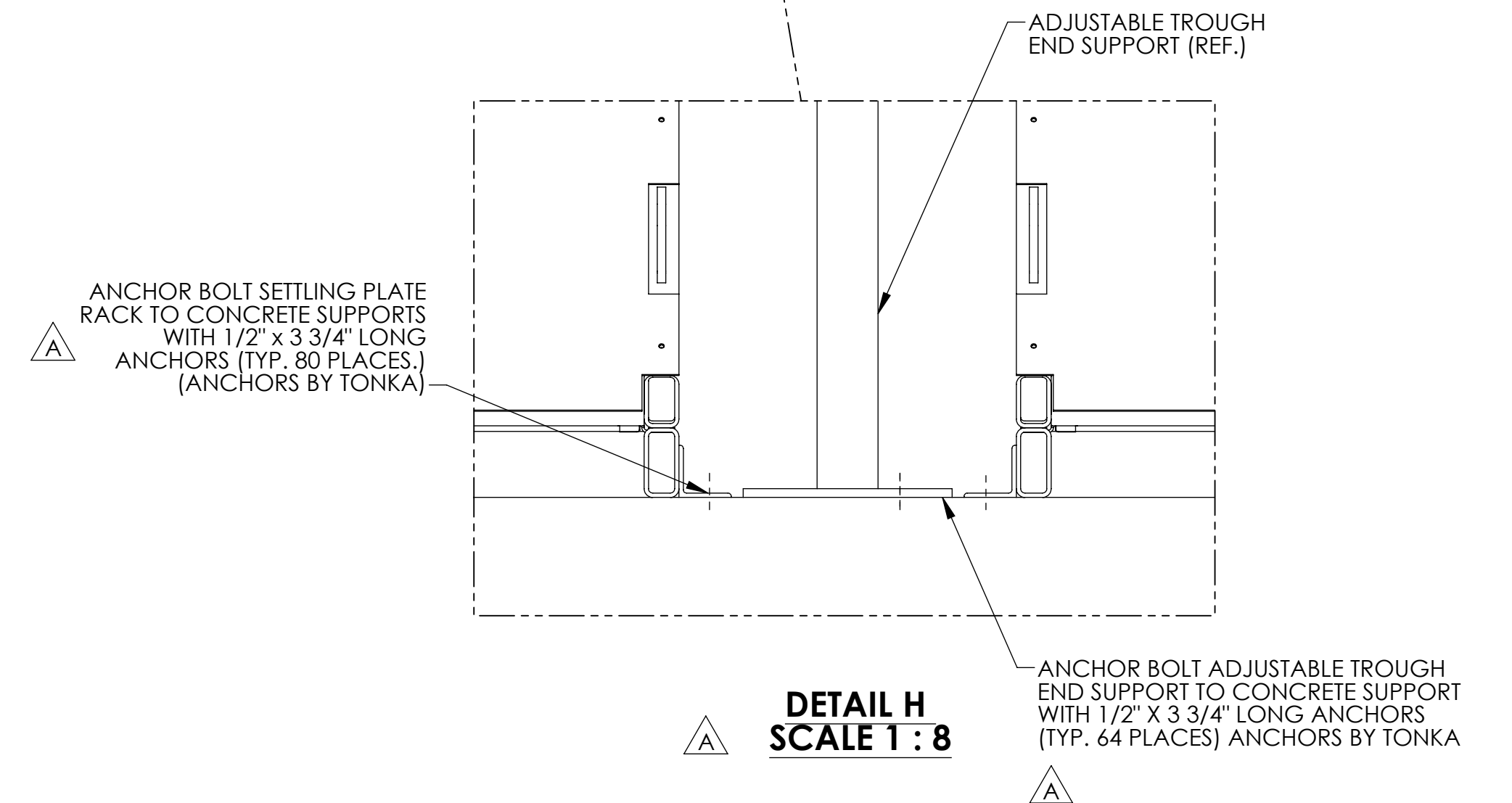
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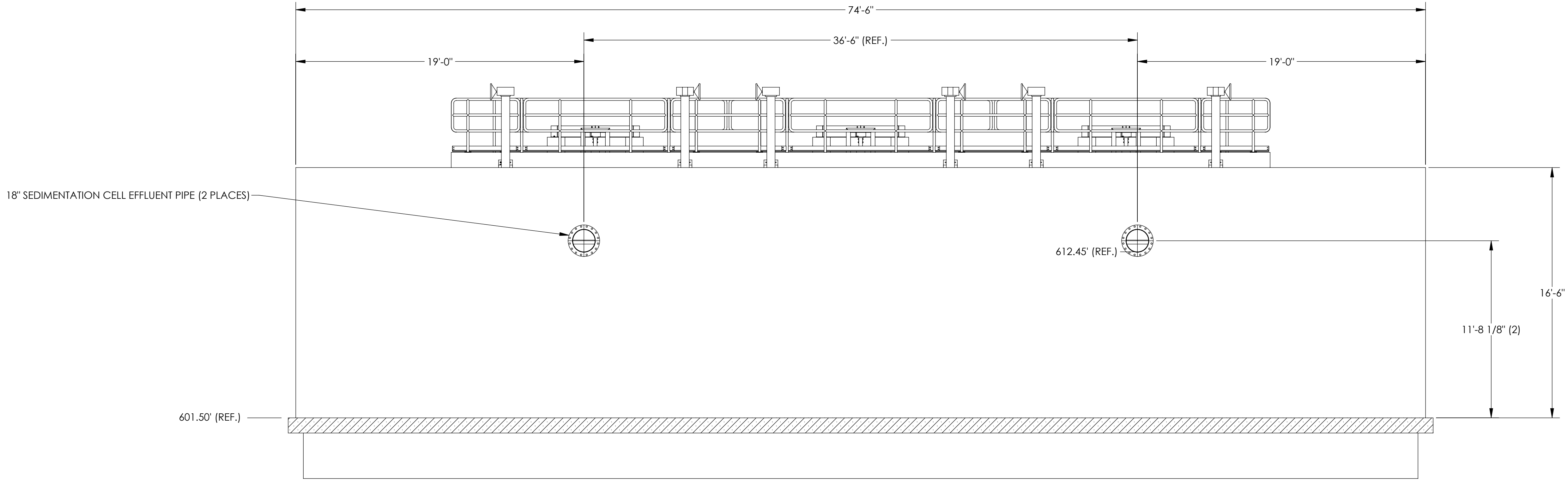


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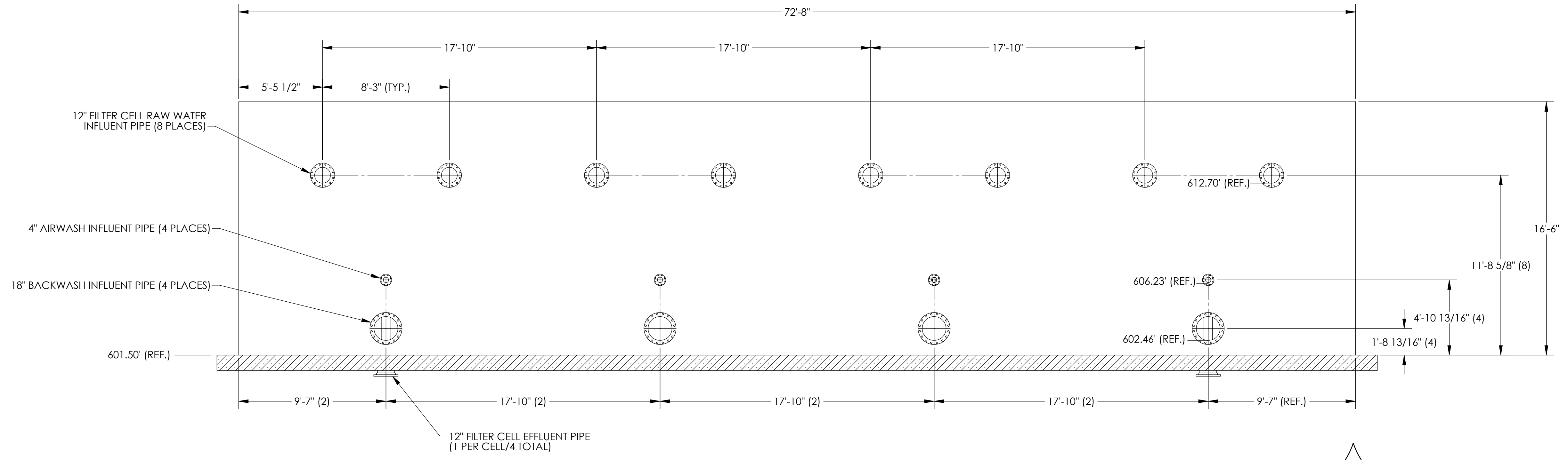


DETAIL H
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D TONKA WATER TREATMENT SYSTEMS		TONKA EQUIPMENT COMPANY SERVING PEOPLE SINCE 1956 THROUGH THE DESIGN AND MANUFACTURE OF MUNICIPAL AND INDUSTRIAL WATER TREATMENT SYSTEMS. 13305 WATERTOWER CIRCLE PLYMOUTH, MN 55441 OFFICE: (763) 559-2837 FAX: (763) 559-1979 http://www.tonkawater.com	
DRAWN BY: GJW PROJECT MGR: EJW APPR. BY: SLM	START DATE: 09/22/2011 DWG. SCALE: 1:32 APPR. DATE: 11/04/2011	SHEET NUMBER: 4 OF 5	REV: C DRAWING NUMBER: 00049636
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SECTION T-T



SECTION R-R

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PROJECT MGR: EJW	APPR. DATE: 11/04/2011
APPR. BY: SLM	

TONKA
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UTS-P
SECTION R-R & T-T
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COWETA, OK

SHEET NUMBER: 5 OF 5	REV: C
DRAWING NUMBER: 00049636	

PROJECT NUMBER:
11142

Lat: Saved: Tuesday, April 02, 2013 5:36:47 PM

Page 212 of 248

Reference “B”

**Excerpt Plan Sheets by PEC for City of
Coweta Water Treatment Plant Process
Improvements Phase II**



TULSA, OK 741
918-664-5400 www.pec1.com



3. INSTALL TURBIDITY METER AND CONTROLLER IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. INSTALL TUBING TO CONVEY SAMPLE WATER TO TURBIDITY METER. INSTALL BALL VALVE AND DOUBLE CHECK VALVE ON LINE TO ALLOW FOR SERVICING AND PREVENT CONTAMINATION. MOUNT CONTROLLER AND TURBIDITY METER TO RAILING FACING WEST TO ALLOW FOR SERVICING.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONVEY THE TURBIDITY METER WASTE PRODUCT TO THE BACKWASH WASTE WATER BASIN. PROVIDE 6 INCH AIR GAP BETWEEN DISCHARGE AND TOP OF WALL.
3. INSTALL SAMPLE TUBING TO CONVEY WATER FOR SAMPLING PURPOSES TO A LOCATION DIRECTLY ADJACENT FROM THE TURBIDITY METER FOR EACH FILTRATION BASIN. INSTALL BALL VALVE AND DOUBLE CHECK VALVE TO PREVENT CONTAMINATION.
4. INSTALL FILTER UNDER DRAIN IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
5. ENSURE ALL UNDER DRAINS, AND AIRWASH LATERAL PIPING ARE LEVEL. PROVIDE DOCUMENTATION TO THE ENGINEER THAT CERTIFIES THAT THIS EQUIPMENT HAS BEEN INSTALLED LEVEL.
6. UV REACTOR EQUIPMENT SUPPLIER SHALL PROVIDE MS2 OR T1 REACTOR VALIDATION REPORT TO THE ENGINEER DURING SUBMITTAL PROCESS. REACTOR VALIDATION REPORT IS TO BE SUBMITTED AND APPROVED BY THE ODEQ PRIOR TO ACCEPTANCE OF EQUIPMENT.
7. THE UV REACTOR EQUIPMENT SUPPLIER SHALL SUPPLY ALL NECESSARY TOOLS THAT MAY BE REQUIRED TO PROPERLY CHANGE UV LAMPS AS NEEDED FOR MAINTENANCE PURPOSES.
8. ALL PIPING IS TO BE PROPERLY SUPPORTED IN ACCORDANCE WITH PIPING MANUFACTURERS RECOMMENDATIONS.
9. ALL 3/4" AND 1/2 INCH NPT SAMPLE POINTS MUST CONTAIN A BALL VALVE FOR FLOW CONTROL.

MIXED MEDIA FILTRATION /UV DISINFECTION PLAN

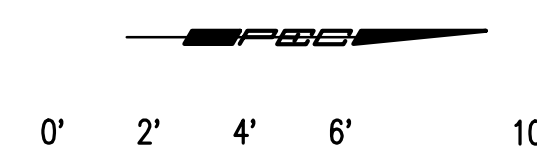
CITY OF COWETA
WAGONER COUNTY OKLAHOMA

WATER TREATMENT FACILITY PROCESS IMPROVEMENTS PHASE II

RECORD DRAWING

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JANUARY 5, 2014



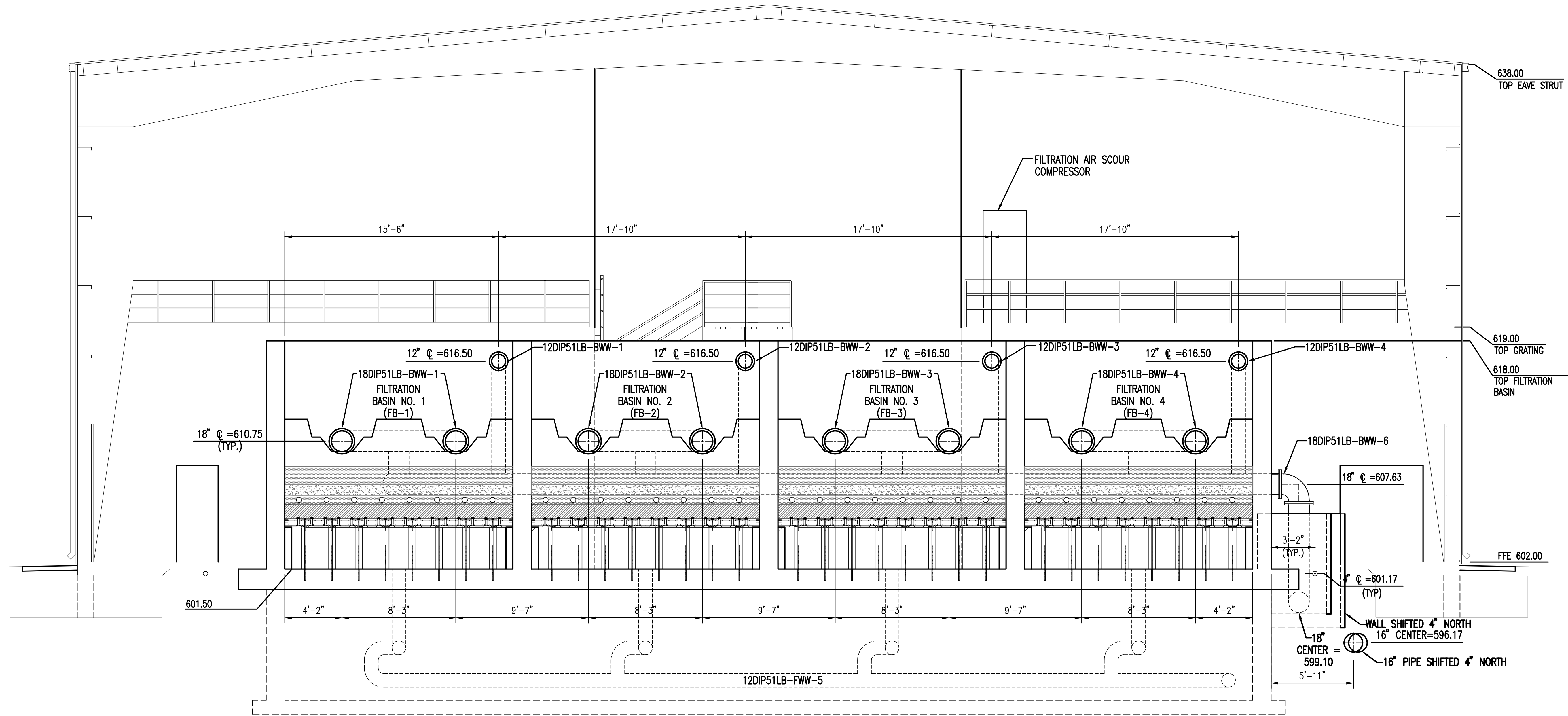
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JOB NO.	434-06K02-00
DATE	November, 20
DRAWN	PE
CHECKED	EJL

SHEET NO. PP18

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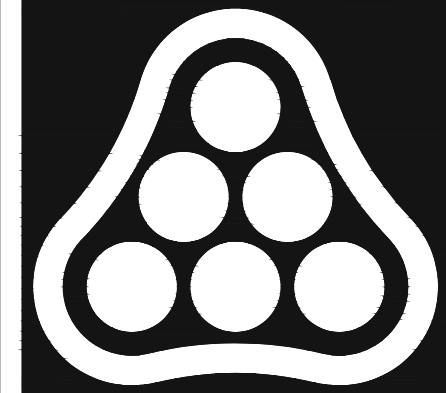
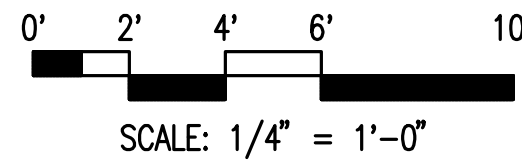


L MIXED MEDIA FILTRATION BASIN BASIN SECTION
PP19

RECORD DRAWING

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JANUARY 5, 2014



PEC

PROFESSIONAL ENGINEERING CONSULTANTS
CHEROKEE BUILDING
4150 S. 100TH E. AVE., SUITE 401
TULSA, OK 74146
918-664-5400 www.pec1.com

Date
Revision
No.

CITY OF COMETA
WAGONER COUNTY, OKLAHOMA

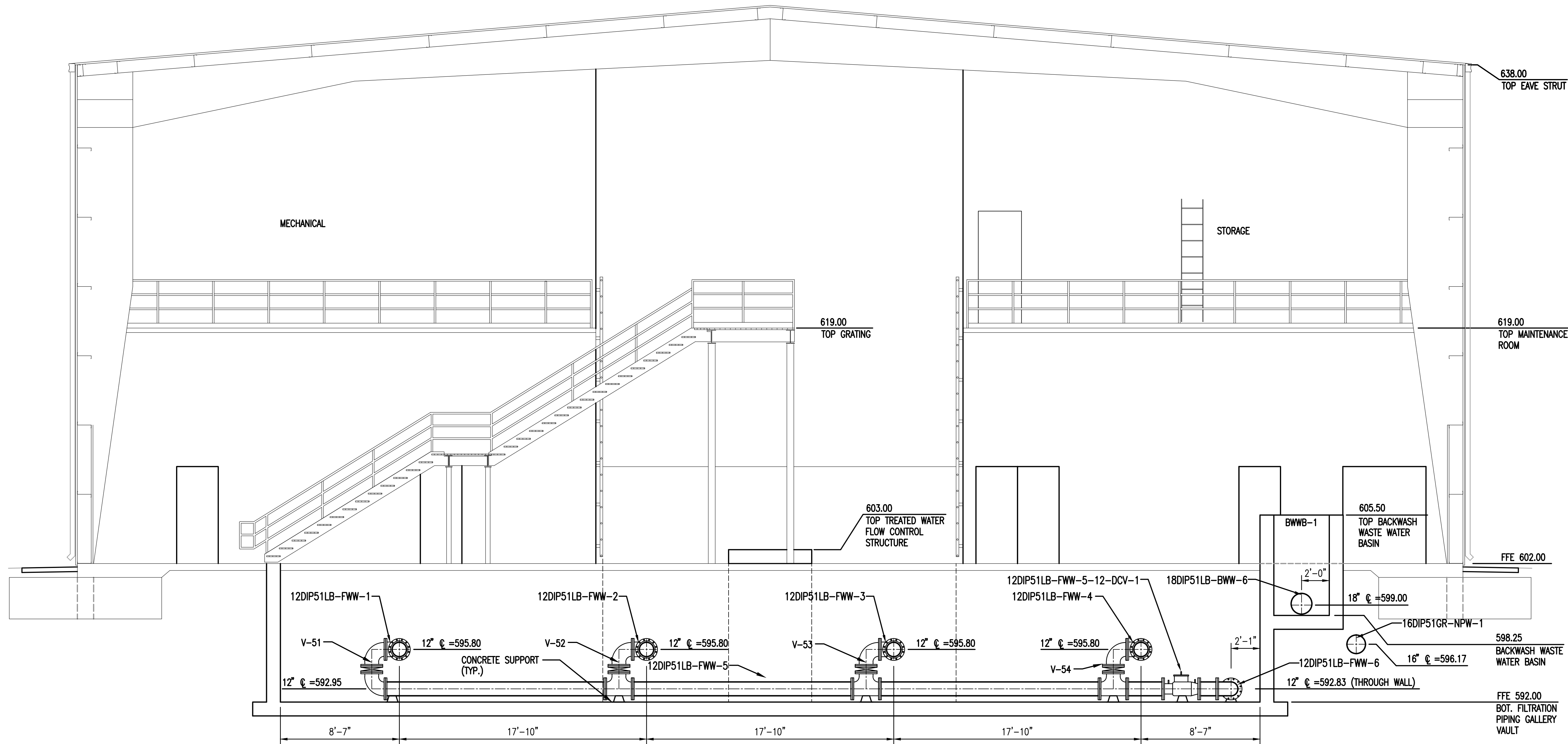
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WATER TREATMENT FACILITY PROCESS IMPROVEMENTS-PHASE II

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DATE November, 2012
DRAWN PEC
CHECKED EJLE

SHEET NO. PP19

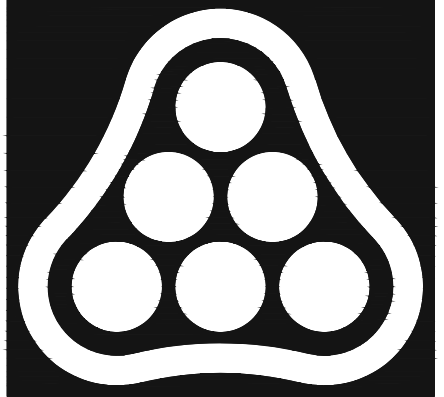
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M MIXED MEDIA FILTRATION BASIN BASIN SECTION
PP20

RECORD DRAWING
THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE ENGINEER HAS NOT VERIFIED THE ACCURACY OF THIS INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT.
JANUARY 5, 2014

0' 2' 4' 8' 12'
SCALE: 1/4" = 1'-0"



PEC
PROFESSIONAL ENGINEERING CONSULTANTS
CHEROKEE BUILDING
4150 S. 100TH E. AVE., SUITE 401
TULSA, OK 74146
918-664-5400 www.pec1.com

Date	
Revision	
No.	

CITY OF COMETA
WAGONER COUNTY, OKLAHOMA
**MIXED MEDIA FILTRATION
BASIN SECTION**
WATER TREATMENT FACILITY PROCESS IMPROVEMENTS-PHASE II

JOB NO.	434-06K02-008
DATE	November, 2012
DRAWN	PEC
CHECKED	EJLE
SHEET NO.	PP20



Ethan J. Edwards

ETHAN
J.L.
EDWARDS
22230

OKLAHOMA

2/7/12

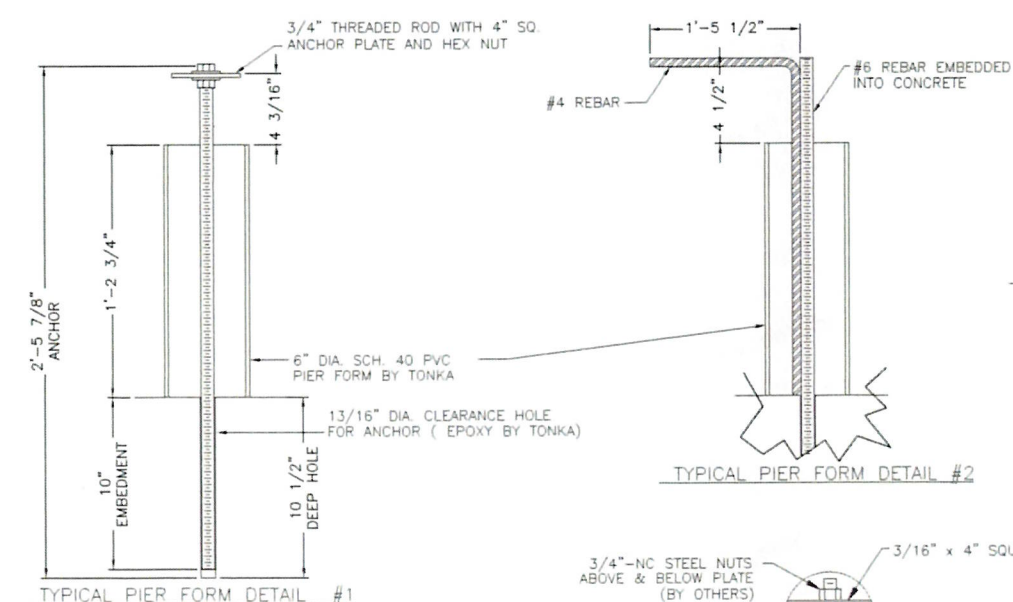
No.	Revision	Date
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**MIXED MEDIA FILTRATION
BASIN DETAILS**

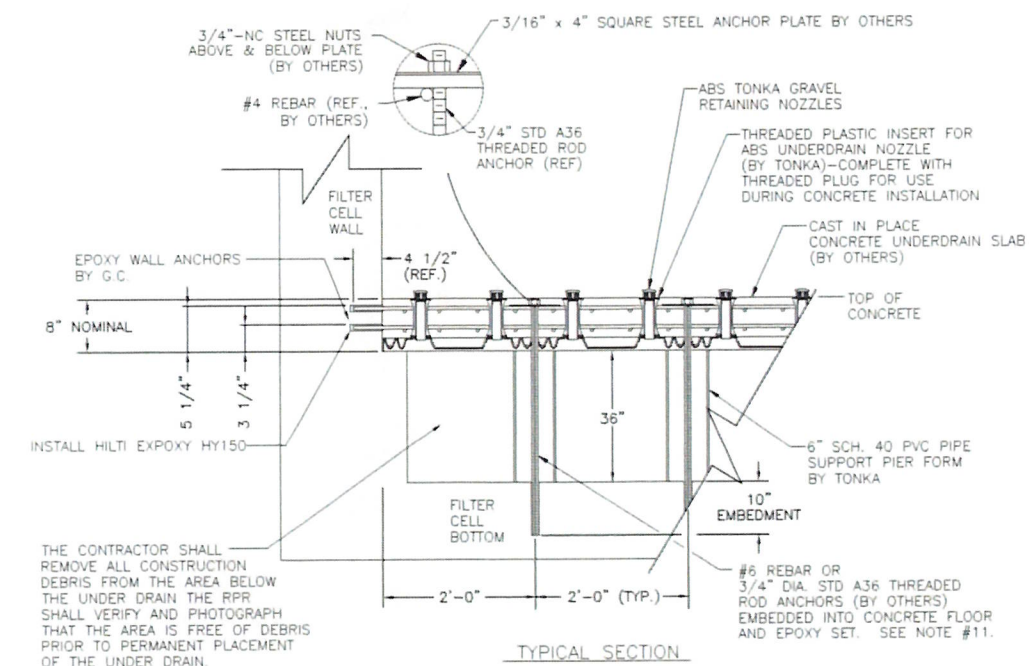
JOB NO.	434-06K02-008
DATE	February, 201
DRAWN	PE
CHECKED	EJL

SHEET NO. PP26

Page 217 of 248



- 1. ALL INSTALLATION AND FIELD CUTTING OF UNDERDRAIN FORMS BY OTHERS.
- 2. REBAR, CONCRETE, AND ANCHORING DEVICES, NOT BY TONKA UNLESS OTHERWISE NOTED.
- 3. BOTTOM REBAR SUPPORT CHAIRS BY TONKA.
- 4. CONCRETE SHALL HAVE $f_c = 4000$ PSI @ 28 DAYS MINIMUM.
- 5. UPWARD MAXIMUM DESIGN LOADING ON UNDERDRAIN SLAB SHALL BE 3.600 PSF (25 PSI).
- 6. DOWNWARD MINIMUM DESIGN LOADING ON UNDERDRAIN SLAB SHALL BE 1400 PSF (10.7 PSI).
- 7. REINFORCING STEEL SHALL BE NEW ASTM A615 GRADE 60.
- 8. ADHESIVE ANCHORS SHALL BE HILTI HVA OR EQUAL.
- 9. MAKE SURE THERE IS NO INTERFERENCE BETWEEN THE REBAR AND THE REBAR AND THE REBAR IN THE PIER FORMS.
- 10. DO NOT ALLOW TOP OF CONCRETE TO EXCEED THE HEIGHT OF THREADED INSERTS FOR UNDERDRAIN NOZZLES.
- 11. DEMONSTRATION TEST PRIOR TO INSTALLING THE MONOLITHIC UNDERDRAIN FORMS. CONTRACTOR MUST PERFORM AND RECORD 14.400 LB PULL TEST ON 20% OF THE ANCHORS IF ANY FAIL THE TEST ALL ANCHORS MUST BE TESTED ANCHORS THAT FAIL MUST BE REPLACED AND RETESTED UNTIL ALL ANCHORS WITHSTAND A 14,400 LB PULL TEST.
- 12. CONTRACTOR TO DETERMINE TYPICAL PIER DETAIL BEFORE FILTER CELL BOTTOM IS CONSTRUCTED.



NOTE: DO NOT ALLOW TOP OF CONCRETE TO EXCEED THE HEIGHT OF THREADED INSERTS FOR UNDERDRAIN NOZZLES.

MONOLITHIC UNDERDRAIN DETAILS

NTS

Saved 02-07-2012 11:19:11 AM by JOK
Net Scale 1 02-08-2012 3:01:04 PM by DEAN KENDRICK
J:\2006\068\02\008\Treatment Facility\06802-008-C-FiltrationBasinDetails

ADDENDUM NO. 1

June 25, 2026

**PROJECT: CITY OF COWETA
FILTER MEDIA REPLACEMENT**

**ENGINEER: WDB Engineering PLLC
6330 SE 74th Street
Oklahoma City, Oklahoma 73135**

**TO ALL BIDDERS: THIS ADDENDUM IS HEREBY MADE A PART OF THE
CONTRACT DOCUMENTS AND TAKES PRECEDENCE OVER
THE ORIGINAL CONTRACT DOCUMENT AND ALL PREVIOUS
ADDENDA.**

Item No. 1: Contractor shall dump old and removed media at an ODEQ approved landfill and it shall be the contractor's responsibility to obtain clearance to do so. Submittal to ODEQ shall include the following:

- 1) Endorsement letter by the City of Coweta authorizing the proposed plan**
- 2) Landfill Information including landfill name, landfill permit number, haul route, and spill response plan**
- 3) Estimated Volume or Weight**
- 4) Percent Solids Testing**
- 5) pH Analysis**
- 6) Paint Filter Analysis**
- 7) TCLP Analysis**

For additional information regarding requirements, you may contact the DEQ representative below:

**Thomas Nguyen, District Representative
PWS Engineering and Enforcement Section
Water Quality Division | Oklahoma Department of Environmental Quality
thomas.nguyen@deq.ok.gov | (405) 702-8246**


**David B. Wyatt
Reg. P.E. #15398**

AFFIDAVIT OF PUBLICATION

Tulsa World
315 S. Boulder Ave. , Tulsa, OK 74103
(918) 582-0921

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Tulsa World, a publication that is a "legal newspaper" as that phrase is defined for the city of Tulsa, for the County of Tulsa, in the state of Oklahoma, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Jun 5, 2026
- Jun 12, 2026

Notice ID: Q7Ly93t0gxFzgCnNtYgr

Notice Name: Copy Filter Media Replacement

Publication Fee: \$203.89

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Anjana Bhadoriya

Agent

VERIFICATION

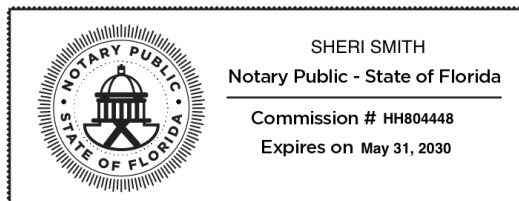
State of Florida
County of Broward

Signed or attested before me on this: 06/15/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.



Published in the Tulsa World, Tulsa, Tulsa County,
Oklahoma, June 5, 12, 2026

ADVERTISEMENT FOR BID

Sealed bids for the construction of **Filter Media Replacement** will be received by the **City of Coweta** at **310 S. Broadway, Coweta, OK 74429** or by certified mail at **P.O. Box 850, Coweta, OK 74429-0850** until **2:00 p.m. local time, July 2nd, 2026**, and then publicly opened and read aloud.

The information for Bidders, Form of Bid, Form of Contract, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

WDB Engineering PLLC
6330 S.E. 74TH Street
Oklahoma City, OK 73135

A complete set of Plans and Specifications may be obtained in an electronic downloadable format for **\$75.00** from QuestCDN. The link to download the electronic bid packet can be found at **wdbengineering.net** under Bid Documents. A hard copy set may be obtained at the office of WDB Engineering, PLLC located at 6330 SE 74th Street, Oklahoma City, OK 73135 upon payment of **\$150.00** per set. If obtaining a hard copy set, please notify WDB Engineering, PLLC at least 24 hours prior to picking up the hard copy set. Hard copy sets may be mailed to the bidder **ONLY** if the bidder provides a FedEx or UPS account number to the sender, WDB Engineering, PLLC. **Refunds will not be made. PRIME BIDDER MUST BE LISTED ON THE QUESTCDN PLAN HOLDER LIST, OTHERWISE THE BID PROPOSAL WILL BE REJECTED.**

Each bidder **MUST** purchase plans from Quest CDN or WDB Engineering, PLLC and appear on the official plan holder's list. **ANY BID RECEIVED BY A BIDDER NOT APPEARING ON THE OFFICIAL PLANHOLDER'S LIST WILL BE REJECTED WITHOUT BEING READ.**

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. No bid will be accepted more than 72 hours prior to the scheduled bid opening. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.
COL-TUL-106966



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RESOLUTION 2026-29 REGARDING BUDGET AMENDMENTS**

Date: July 13, 2026

BACKGROUND

The rehabilitation of the filter media at the Coweta Water Treatment Plant was not included in the FY27 budget, as the costs were unknown.

Bids for the project were received on July 2, with the lowest responsible bid coming in at \$307,000.00. In accordance with 11 O.S. § 17-216 of the Oklahoma Municipal Budget Act, a budget amendment must be approved to ensure compliance with Oklahoma municipal budget law and applicable U.S. GAAP and GASB standards.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2026-29.

ATTACHMENTS

1. Supplementals Reso 2026-29-PWA

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2026-29**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR FISCAL YEAR ENDING JUNE 30, 2027; APPROPRIATING \$307,000 IN THE UTILITY SERVICES FUND FROM UNENCUMBERED FUND BALANCE FOR THE REHABILITATION OF THE FILTER MEDIA AT THE COWETA WATER TREATMENT PLANT.

WHEREAS, the Coweta Public Works Authority has expenses for which the budget for fiscal year 2026-2027 exceeds available resources; and

WHEREAS, 62 O.S. Section 310.5 provides that all fund balances reserved for unencumbered appropriations for the prior fiscal year on hand at the close of day September 30, may be appropriated by supplemental appropriation for the current fiscal year; and

WHEREAS, the Coweta Public Works Authority desires to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma, that the following supplemental appropriations be made:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON FOR EXPENDITURE</u>	<u>FUNDING SOURCE</u>	<u>FUND BALANCE</u>
					<u>AMOUNT</u>
04-5404.033	Machinery & Equip	\$ 307,000	Rehab filter media at the WTP	Fund Balance	\$ 307,000
Total Ambulance Fund		<u><u>\$ 307,000</u></u>			<u><u>\$ 307,000</u></u>

**ADOPTED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY
ON THIS 13th DAY OF JULY 2026.**

Naomi Hogue, Chair

Approved as to form:

Patrick Boulden, Trust Attorney

ATTEST:

Marcy Kilgore, Secretary



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **APPROVAL OF CHANGE ORDER NO 2, WASTEWATER IMPROVEMENTS PROJECT
IN THE AMOUNT OF \$357,060.02, FUNDED IN THE SEWER IMPROVEMENTS
FUND, ACCOUNT 35-5411.034**

Date: July 13, 2026

BACKGROUND

The Wastewater Treatment Plant Improvement Project was initiated in 2019 in response to ongoing Oklahoma Department of Environmental Quality (DEQ) permit violations, which ultimately led to the issuance of a Consent Order on December 1, 2023. Funding for the project included two Oklahoma Water Resources Board (OWRB) loans totaling \$15,973,000.

Following several years of delays, the project was bid in March 2024, and the construction contract was awarded on April 1, 2024, in the amount of \$16,292,400. Subsequent design revisions resulted in a change order that reduced the contract amount by \$1,500.

Since construction began, DEQ has determined that excess sludge accumulated in Lagoons 2 and 3 must be removed to meet regulatory requirements. The sludge removal work will add \$357,060.02 to the overall project cost. This change will be funded by a transfer from the Public Works Authority Utility Fund.

STAFF RECOMMENDATION

Staff recommends approval of Change Order No 2 for the Wastewater Treatment Plant Improvements project in the amount of \$357,060.02.

ATTACHMENTS

1. CBD#01 - FEB 2 and 3 Sludge Removal_

COST BREAKDOWN #01 - FEB 2 and FEB 3 Dewatering and Sludge Removal**Reference Document:**

Contract No.: Coweta Wastewater Treatment Plant Improvements
Project No.: ORF-19-0002-CW
Contractor: Daris Contractors, LLC

Date: July 8, 2026

Description of Work: - Sandyland Environmental proposes to remove accumulated sludge from Cell #2 and Cell #3 at the Coweta Wastewater Treatment Plant. Sludge will be land applied onto new ODEQ permitted land application areas at agronomic rates. Sandyland scope includes sludge removal & land application for Cell #2, sludge removal & land application for Cell #3, new DEQ land application permit, two mobilizations, and bonding. **Time Requested 6 months.**

Materials:

Items	Units	Cost	Quantity	Amount
Assisting Subcontractor	LS	\$6,500.00	1.00	\$6,500.00
Sub-Total				\$6,500.00
Total				\$6,500.00

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
Superintendent	\$56.24	40.00	\$2,249.60
Foreman	\$42.65	0.00	\$0.00
Operator	\$24.30	0.00	\$0.00
Pipe layer	\$23.74	0.00	\$0.00
Skilled laborer	\$27.00	0.00	\$0.00
Laborer	\$22.92	0.00	\$0.00
Sub-Total			\$2,249.60
Total			\$2,249.60

Payroll Additives:

Item	% of Labor	Amount
Insurance	11.25%	\$113.89
Social Security	7.65%	\$77.44
Taxes	4.10%	\$41.51
Worker's Compensation	6.00%	\$60.74
Employee Fringe Benefits	7.50%	\$75.92
Total		\$369.50

Equipment:

Type	Cost/Hr.	Total Hrs.	Amount
Pickup Truck	\$9.44	40.00	\$377.60
Trackhoe (8,500#)	\$36.95		\$0.00
Skid steer loader	\$26.32		\$0.00
Air Compressor - 175	\$12.85		\$0.00
33" trench roller	\$28.34		\$0.00
Trench Box	\$17.63		\$0.00
Total			\$377.60

Sub-Contractor Cost: Sandyland	\$329,500.00
Mark-up On Sub-Contractor (5%)	\$16,475.00
Contractor Cost	\$9,496.70
Contractor Profit (15%)	\$1,424.51
Bonding	\$163.82
Contractor Total	\$357,060.02

Total Lump Sum Cost for Work Described	\$357,060.02
--	--------------

If Not Lump Sum, Cost Per Unit	Total Cost	
	Quantity	

Contractor's Signature

Darrell Moorman

Printed Name



Estimate for Proposal

City of Coweta

Wastewater Treatment Plant Improvements

Sludge Removal & Land Application

June 8, 2026

This proposal along with the attached terms and conditions, shall serve as **Sandyland Environmental's (SE)** proposal to perform the referenced services at the **City of Coweta WWTP**. Pricing included in this proposal is contingent upon (1) acceptance of the proposal and terms and conditions acknowledged through signing and return of this document to **SE** (2) the acceptance of the proposal and agreement between **SE** and the customer on the scheduling of the project.

Scope of Work:

Sandyland Environmental proposes to remove accumulated sludge from Cell #2 and Cell #3 at the Coweta Wastewater Treatment Plant. Sludge will be land applied onto ODEQ permitted land application areas at agronomic rates.

Item	Pricing
Sludge Removal & Land Application Cell #2	\$150,000
Sludge Removal & Land Application Cell #3	\$118,000
DEQ Land Application Permit	\$12,500
Mobilization (per occurrence)	\$20,000
Bonding (if required) Required	\$9,000

Owner to provide ingress and egress for the duration of the project.

~~Owner to collaborate with Sandyland Environmental to acquire or amend residuals management plan.(i.e. Additional land application sites.)~~ **Previous DEQ permit provided**

Owner to decant/remove topwater in Cell #2 and Cell #3 prior to sludge removal.

Scheduling:

Pricing based on Sandyland Environmental maximizing all daylight hours during project term and operating during the week and weekends (if agreed upon). Crews are dispatched to projects on a first come first serve basis. Should a project require completion under "emergency" status, require rescheduling of booked projects, and/or the unplanned utilization of subcontractors, pricing will be renegotiated.



Weather:

Prolonged weather events may require the rescheduling of a project.

Thank you for the opportunity to present this proposal. Should you accept this proposal, please sign below and return to Sandyland Environmental Services.

If you have any questions, please contact Greg Turpin at 580-465-2756.

Sandyland Environmental Representative

Signature Greg Turpin Date 6/8/26

Authorized Representative

Signature _____ Date _____

(One mobilization/demobilization event.)

(All prices quoted are valid for 30 days.)



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **RESOLUTION 2026-33 REGARDING BUDGET AMENDMENTS**

Date: July 13, 2026

BACKGROUND

As a result of a change order to the Wastewater Treatment Plant Improvement project for sludge removal, a transfer is needed to cover the increased cost.

In accordance with 11 O.S. § 17-216 of the Oklahoma Municipal Budget Act, a budget amendment must be approved to ensure compliance with Oklahoma municipal budget law and applicable U.S. GAAP and GASB standards.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2026-33.

ATTACHMENTS

1. Supplementals Reso 2026-33-PWA Transfer to Sewer Imp Fund

**COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA
RESOLUTION 2026-33**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE COWETA PUBLIC WORKS AUTHORITY FOR FISCAL YEAR ENDING JUNE 30, 2027; APPROPRIATING \$375,000 IN THE UTILITY SERVICES FUND FROM UNENCUMBERED FUND BALANCE FOR A TRANSFER TO THE SEWER IMPROVEMENTS FUND, REVENUE ACCOUNT 35-04.03.37, TO FUND SLUDGE REMOVAL AT THE COWETA WASTEWATER TREATMENT PLANT, ACCOUNT 35-5411.034.

WHEREAS, the Coweta Public Works Authority has expenses for which the budget for fiscal year 2026-2027 exceeds available resources; and

WHEREAS, 62 O.S. Section 310.5 provides that all fund balances reserved for unencumbered appropriations for the prior fiscal year on hand at the close of day September 30, may be appropriated by supplemental appropriation for the current fiscal year; and

WHEREAS, the Coweta Public Works Authority desires to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

NOW THEREFORE BE IT RESOLVED by the Trustees for the Coweta Public Works Authority for Coweta, Oklahoma, that the following supplemental appropriations be made:

ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND	REVENUE AMOUNT	REVENUE ACCOUNT
					BALANCE AMOUNT		
04-5535.037	Transfer to Sewer Improvement Fund	\$ 375,000	Sludge Removal Lagoon 2 and 3	Fund Balance	\$ 375,000	\$ -	
Total PWA Utility Fund		\$ 375,000			\$ 375,000	\$ -	
35-5411.034	WWTP Improvements - Sludge Removal	\$ 375,000	Sludge Removal Lagoon 2 and 3	Transfer from PWA	\$ -	\$ 375,000	35-04.03.37
Total PWA Sewer Improvements Fund		\$ 375,000			\$ -	\$ 375,000	

**ADOPTED BY THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY
ON THIS 13th DAY OF JULY 2026.**

Naomi Hogue, Chair

Approved as to form:

Patrick Boulden, Trust Attorney

ATTEST:

Marcy Kilgore, Secretary



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Julie A. Casteen, Trust Manager

Re: **AWARD AND ASSIGNMENT OF ADDITIONAL BID CONTRACTS FOR AUDIO/VISUAL SYSTEMS, LOW VOLTAGE SYSTEMS, AND SECURITY SYSTEMS FOR FIRE STATION NO. 1 AND THE POLICE STATION TO FLINTCO, LLC, INCLUDED IN THE GUARANTEED MAXIMUM PRICE OF 17,112,334, TO BE PAID FROM THE 1% SALES TAX FUND**

Date: July 13, 2026

BACKGROUND

Bids for the construction of Fire Station No. 1 and the Police Station were awarded to Flintco, LLC on January 6, 2026. The total cost for both facilities is \$17,112,334, which includes allowances for several categories that did not receive bids. A supplemental bid process for Audio/Visual, Low Voltage and Security packages was completed on June 10, 2026. After paring down some of the items to stay within budget, Flintco has recommended awarding bids to three vendors: Signal Communications for Audio Visual Systems; Key Communications for Low Voltage systems; and Key Communications for Security Systems.

Under the Professional Services Contract with Flintco for construction management, and in accordance with the State Competitive Bidding Act of 1974, the Coweta Public Works Authority is responsible for awarding all successful bids. Once awarded, the bid contracts are assigned to Flintco as the construction management firm. Any change orders, additional bid awards, or work outside the original project scope must be authorized by the Coweta Public Works Authority.

STAFF RECOMMENDATION

Staff recommends the award and assignment of additional bid contracts for Fire Station No. 1 and the Police Station to Flintco, LLC included in the guaranteed maximum price of \$17,112,334 and direction to the Trust Manager to execute all necessary documents related thereto.

ATTACHMENTS

1. 23107 - Coweta PSC LV Award Authorization



Groundbreaking Since 1908.

July 08, 2026

Ms. Julie Casteen
City of Coweta
310 S Broadway
Coweta, OK 74429

RE: City of Coweta Public Safety Fire Station and Police Station
Authorization Request to Award A/V, Low Voltage, and Security Packages

Ms. Casteen:

Bids were received for the Coweta Public Safety Fire Station and Police Station on June 10, 2026. Flintco requests authorization to utilize funds within current contract amount to enter agreement with trade partners identified below per direction of City of Coweta to procure the resources needed to facilitate the Audio/Visual, Low Voltage and Security packages of the Coweta Fire and Police Station.

After meeting with the following list of bidders determined by Flintco to be the lowest responsible bidder for each of the listed bid packages to verify that they have included the scopes of work defined in the listed bid packages, it is our recommendation that the following companies be awarded subcontracts for the amounts shown.

Division 11E	Audio Visual Systems	Fire	Police	Total Award
	Signal Communications	\$ 86,200	\$123,939	\$ 210,139
Division 27A	Low Voltage			
	Key Communications	\$ 27,740		\$ 27,740
	Pelican Point		\$ 32,814	\$ 32,814
Division 28A	Security			
	Key Communications	\$ 74,888	\$140,245	\$ 215,133
	Totals	\$188,828	\$296,998	\$ 485,826
	Allowance	\$175,000	\$180,000	

We will issue the contract to Signal Communications at the full amount and then follow up with a deductive credit to remove the TV from the scope of work.

Julie Casteen
City Manager

Signature_____

Date_____

If you have any questions, please contact Flintco at (918) 587-8451 or one of the following:

Jarrett (BJ) Fay (918) 706-5832 cell Ross Smith (918) 313-8866 cell

Ross Smith
Project Manager
Flintco, LLC

Enc: Bid Tabulation



Coweta Public Safety
Bid Tabulation

BID PACKAGE 11E - Audio Visual System							
DESCRIPTION	Contractor		Contractor	Contractor	Contractor	Contractor	Contractor
	LOW BIDDER		Signal	Cory's	JE Systems	Pelican	
Addenda Acknowledged							
Bid Bond							
Base Bid Fire	86,200	86,200	87,944	118,488	128,693		
Base Bid Police	123,939	123,939	152,924	172,831	164,059		
Base Bid Combined	210,139	210,139	240,868	291,280	292,752		
TOTALS	\$210,139						
ALTERNATES							
NONE							



27A - Low Voltage								
DESCRIPTION	Contractor		Contractor	Contractor	Contractor	Contractor	Contractor	
	LOW BIDDER		Key	Pelican	RFIP	Bill's Electric	VIP	Lighthouse
Base Bid Fire	27,740		27,740	38,713	60,497	41,450	42,220	54,614
Base Bid Police	32,814		34,678	32,814	62,837	47,450	47,200	50,990
Base Bid Combined	71,527			71,527	123,334	88,900	89,420	92,647
TOTALS	\$60,554							
ALTERNATES								
NONE								

DIVISION 28 - ELECTRONIC SAFETY & SECURITY	
Division Total	\$60,554



BID PACKAGE 28B- SECURITY								
DESCRIPTION	Contractor		Contractor	Contractor	Contractor	Contractor	Contractor	
	LOW BIDDER		Key	VIP	Bills	Signal	Digi	JE Systems
Base Bid Fire	74,888		74,888	87,442	99,975	117,946	118,483	213,182
Base Bid Police	140,245		140,245	151,890	160,850	217,366	194,411	372,934
Base Bid Combined	239,332			239,332	260,825	335,312	312,894	586,116
TOTALS	\$215,133							
ALTERNATES								
NONE								



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable PWA Chairman and Trustees

From: Edgar Barroso, Public Works Director

Re: **PURCHASE OF A 2026 CAT 306 CR MINI HYDRAULIC EXCAVATOR FOR THE WATER DEPARTMENT FROM WARREN CAT FOR \$89,876.00 UNDER STATE OF OKLAHOMA CONTRACT SW0192**

Date: July 13, 2026

BACKGROUND

A mini excavator for the Water Department was approved in the FY27 budget. The equipment was competitively bid through the State of Oklahoma and may be purchased under Contract No. SW0192 from Warren CAT for \$89,876.00.

STAFF RECOMMENDATION

Staff recommends the approval of the purchase of a 2026 CAT 306 CR Mini Hydraulic Excavator from Warren CAT for \$89,876.00

ATTACHMENTS

1. 260713-CAT 306 CR MINI EX



QUOTATION FORM

THIS FORM IS TO BE COMPLETED FOR ALL PURCHASES BETWEEN \$2,500 and \$24,999.00
(PURCHASES \$25,000 AND ABOVE REQUIRE COMPETITIVE BIDDING)

DATE: 06/17/26

Person Completing the Request: JON BATES Description of Goods or Services:
2026 CAT 306 CR MINI HYDRAULIC EXCAVATOR

CHECK ONE OF THE FOUR BOXES BELOW:

☐

1. This purchase is being made through a purchasing cooperative agreement.

Coop name: _____

☒

2. This purchase is being made through a State of Oklahoma Contract

OK Contract Number: SW0192

☐

3. This purchase is being designated as "sole source" (must attach documentation for review)

☐

4. This purchase requires three quotations (Email or Fax preferred) – provide information below

Vendor #1 Name: WARREN CAT

Vendor Billing Address: 3601 N GARNETT RD, TULSA, OK 74116

Vendor Phone: 918-627-4500

Quoted Price with freight or other fees: \$89,876.00

Vendor #2 Name: _____

Vendor Billing Address: _____

Vendor Phone: _____

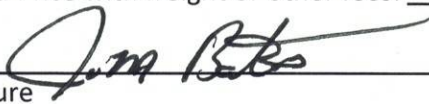
Quoted Price with freight or other fees: _____

Vendor #3 Name: _____

Vendor Billing Address: _____

Vendor Phone: _____

Quoted Price with freight or other fees: _____

Signature  Date 6/17/26

ATTACH ALL DOCUMENTATION WITH THIS FORM TO YOUR PURCHASE ORDER REQUEST; IF YOU ARE
UNABLE TO OBTAIN THREE QUOTES, COMPLETE REVERSE SIDE DOCUMENTING ATTEMPTS MADE



Quote 330391-01

Feb 17, 2026

CITY OF COWETA
PO BOX 850
COWETA
Oklahoma
74429

Attention: Jesus Morales

Dear Jesus Morales, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 306 CR AA Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C165711

SERIAL NUMBER: TBD

YEAR: 2026

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeremy Mangrum
Machine Sales Representative

One (1) New Caterpillar Model: 306 CR AA Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

306 07A CR MHE DCA4F	638-2085
DRAIN, ECOLOGY	382-8757
BELT, SEAT, 3" RETRACTABLE	510-6085
BELT AS-SEAT	595-1980
ALARM, TRAVEL	511-6170
CAT KEY, WITH PASSCODE OPTION	522-6460
FILM-KEY SWITCH	218-0651
SWITCH AS-START	467-8535
LIGHTS, LED	522-6499
CAMERA, REAR VIEW	522-6505
306 07A CR MINI EXCAVATOR	523-7568
BOOM, SWING	523-7583
ENGINE, EPA TIER 4 FINAL	523-7593
ELECTRICAL ARR, C2.4 HRC	523-8003
INSTRUCTIONS, CANADA	523-9613
FILM, AM-NORTH	504-1365
TRACK, 16", RUBBER BELT	527-2800
LINES, STICK	532-7890
LINES, BOOM	532-7892
CONTROL, QC, 3 LINE	532-8607
LINES, QC, LNG STK, 3 LINE	532-8634
INSTRUCTIONS, ANSI	535-8483
NO EXTRA COUNTERWEIGHT	538-2663
LINKAGE BUCKET W/ LIFTING EYE	538-2697
TRAVEL PEDALS	541-4573
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
MONITOR NEXT GEN, ADVANCED, CR	557-5082
HEATER, WATER JACKET	566-0462
SEAT, MECH SUSP, FABRIC, CAB	569-7627
BLADE, ANGLE, BOCE	579-2605
STICK, LONG, ANGLE BLADE	579-2627
EOU HOUSE SWING COVER, 6T	605-3335
WIRING GP	604-0125
HOUSE SWING COVER, 7T	605-3336
PLUG GP	605-3338
LANE 3 ORDER	0P-9003
PRODUCT LINK, CELLULAR PLE643	628-8014

INTEGRATED RADIO V2	639-4467
WASHER-HARD	8T-0328
WASHER-HARD	9X-2038
SCREW-TRUSS HEAD	9X-2044
SCREW-PAN HEAD	095-0735
LOCKWASHER	096-0192
ROD-ANTENNA(650)	515-8094
CABLE AS	515-8096
BRACKET-RADIO	557-5096
RADIO GP-AM/FM	621-8167
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
COUPLER, PG, HYDR.D.LOCK, 5-6T	485-5301
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
THUMB, HYDRAULIC, 5-6T	575-0496

SELL PRICE	\$89,876.00
CSA	Included
NET BALANCE DUE	\$89,876.00
EXT WARRANTY	Included
AFTER TAX BALANCE	\$89,876.00

WARRANTY

Standard Warranty:	Standard 24 Month 2000 Hour Full Machine Coverage
Extended Coverage:	306-60 MO/2500 HR PREMIER
CSA	24 Month TTM Coverage

F.O.B/TERMS:
Delivered to Coweta, OK

Accepted by _____ on _____

Signature



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0192

PeopleSoft Contract ID: Various

Contract Title: Heavy Construction Equipment

Contract Issuance Date: 02/15/2024

Contract Supplier: Various

Addendum # 1

Addendum Date: 07/09/2025

OMES Point of Contact:

Contracting Officer: Darlene Saltzman

Phone Number: 405-521-6667

E-mail address: Darlene.saltzman@omes.ok.gov

Addendum Information:

This Addendum is issued to provide notice that all suppliers and their respective authorized dealers have been auto renewed through the end of the agreement period 07/09/2028.

Falcon Road Maintenance Equipment 7244

Kirby-Smith Machinery, Inc 7245

Caterpillar 7456

Warren Power & Machinery 7553

Doosan Bobcat North America 7290

Bobcat of Oklahoma City 7293

Central Power Equip. Inc 7295

Central Power Sys. & Servs. 7296

Hugg and Hall Equip. Co. 7291

Rocky Ridge Powersports 7292

Venture Drilling Supply LLC 7294

White Star Tulsa (Berry Companies Inc) 7893

JC Bamford (JCB)

ROTHER BROTHERS INC 7246

MEINECKE EQUIPMENT LLC 7313

Thorworks-SealMaster

Dustin Enterprises Inc. 7254

Volvo

The GW Van Keppel Co. 7255

New Holland

Arnett New Holland 7247

Keystone Tractor 7250

TTNC Enterprises 7251

Tulsa New Holland 7252

Hisle Brothers 7248

Jensen Tractor 7249

Central New Holland 7253

John Deere 7572

The Clarence L Boyd Company 7765

P&K Equipment, Inc. 7766

United Ag & Turf 7767

Yellowhouse Machinery, Co. 7768

Western Equipment 7733



Cat® 306 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 306 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- Your choice of a canopy or a sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. An optional back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

CHOICES

- Configure the machine to meet your specific application needs with a straight blade, angle blade, or Extra Tool Carrier (XTC).

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C2.4 Turbo	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final/EU Stage V	41.7 kW	55.9 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	43.2 kW	57.9 hp
Bore	87 mm	3.4 in
Stroke	102.4 mm	4 in
Displacement	2.43 L	148 in ³

Weights

Minimum Operating Weight with Canopy*	6411 kg	14,136 lb
Maximum Operating Weight with Canopy**	7107 kg	15,671 lb
Minimum Operating Weight with Cab*	6485 kg	14,299 lb
Maximum Operating Weight with Cab**	7175 kg	15,821 lb

*Minimum Weight is based on rubber tracks, operator, full fuel tank, standard stick, blade and bucket.

**Maximum Weight is based on steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and bucket.



306 CR Mini Hydraulic Excavator

Weight Increase from Minimum Configuration

Counterweight	250 kg	551 lb
Long Stick	44 kg	97 lb
Steel Tracks with Pads	375 kg	827 lb
Angle Blade	102 kg	225 lb
XTC Carriage (no tool)	64 kg	141 lb

Travel System

Travel Speed – High	5.0 km/h	3.1 mph
Travel Speed – Low	2.8 km/h	1.7 mph
Maximum Traction Force – High Speed	31 kN	6,969 lbf
Maximum Traction Force – Low Speed	56 kN	12,589 lbf
Ground Pressure – Minimum Weight	35.4 kPa	5.1 psi
Ground Pressure – Maximum Weight	39.1 kPa	5.7 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	8.0 L	2.1 gal
Fuel Tank	130 L	34.3 gal
Hydraulic Tank	39 L	10.3 gal
Hydraulic System	75 L	19.8 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	173 L/min	46 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	210 bar	3,046 psi
Auxiliary Circuit – Primary		
Flow	90 L/min	24 gal/min
Pressure	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	245 bar	3,553 psi
Digging Force – Stick (Standard)	29.5 kN	6,632 lbf
Digging Force – Stick (Long)	26.5 kN	5,957 lbf
Digging Force – Bucket	51.5 kN	11,578 lbf

Swing System

Machine Swing Speed	11 rpm
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Blade

Straight Blade Width	1980 mm	78 in
Straight Blade Height	390 mm	15.4 in
Angle Blade Width	1980 mm	78 in
Angle Blade Height	400 mm	15.7 in

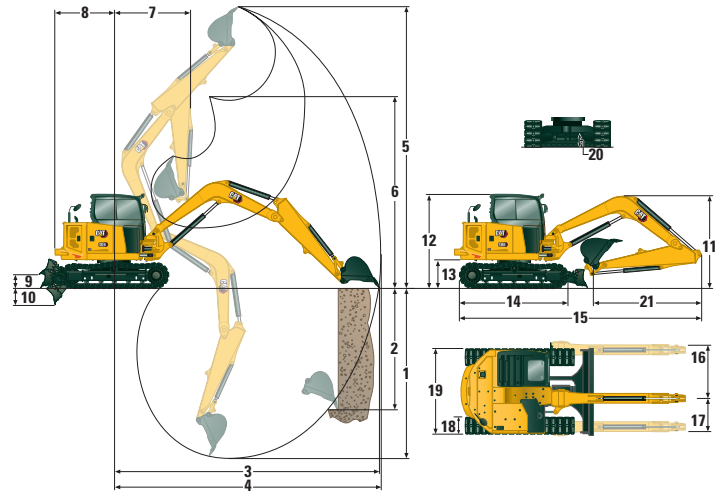
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	3710 mm (146 in)	4110 mm (162 in)
2 Vertical Wall	2710 mm (107 in)	3165 mm (125 in)
3 Maximum Reach at Ground Level	6130 mm (241 in)	6535 mm (257 in)
4 Maximum Reach	6295 mm (248 in)	6685 mm (263 in)
5 Maximum Dig Height	5835 mm (230 in)	6130 mm (241 in)
6 Maximum Dump Clearance	4325 mm (170 in)	4610 mm (181 in)
7 Boom in Reach	2485 mm (98 in)	2960 mm (117 in)
8 Tail Swing with Counterweight	1475 mm (58 in)	1475 mm (58 in)
Tail Swing without Counterweight	1350 mm (53 in)	1350 mm (53 in)
9 Maximum Blade Height	415 mm (16 in)	415 mm (16 in)
10 Maximum Blade Depth	600 mm (24 in)	600 mm (24 in)
11 Transport Height	1755 mm (69 in)	2410 mm (95 in)
12 Cab Height	2545 mm (100 in)	2545 mm (100 in)
13 Swing Bearing Height	672 mm (26 in)	672 mm (26 in)
14 Overall Undercarriage Length	2580 mm (102 in)	2580 mm (102 in)
15 Overall Shipping Length	5975 mm (235 in)	5950 mm (234 in)
16 Boom Swing Right	910 mm (36 in)	910 mm (36 in)
17 Boom Swing Left	735 mm (29 in)	735 mm (29 in)
18 Track Belt/Shoe Width	400 mm (16 in)	400 mm (16 in)
19 Overall Track Width	1980 mm (78 in)	1980 mm (78 in)
Width Over Upper House	1950 mm (77 in)	1950 mm (77 in)
20 Ground Clearance	306 mm (12 in)	306 mm (12 in)
21 Stick Length	1580 mm (62 in)	1980 mm (78 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1287). The system contains 0.9 kg of refrigerant which has a CO₂ equivalent of 1.287 metric tonnes.

Lift Capacities – Minimum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)							*1155 (*2,547)	*1155 (*2,547)	*1155 (*2,547)	4.16 (13.6)
3 m (9.8 ft)	Standard Stick	kg (lb)				*1615 (*3,561)	1175 (2,591)	960 (2,117)	*1055 (*2,326)	*1055 (*2,326)	760 (1,676)	5.18 (17.0)
1.5 m (4.9 ft)	Standard Stick	kg (lb)	*3470 (*7,651)	2040 (4,498)	1595 (3,517)	*1945 (*4,289)	1120 (2,470)	905 (1,996)	*1125 (*2,481)	830 (1,830)	675 (1,488)	5.51 (18.1)
0 m (0 ft)	Standard Stick	kg (lb)	*3555 (*7,839)	1955 (4,311)	1515 (3,341)	*2135 (*4,708)	1080 (2,381)	865 (1,907)	*1390 (*3,065)	860 (1,896)	695 (1,532)	5.32 (17.5)

Minimum Weight includes rubber tracks, no extra counterweight, operator, full fuel tank, standard stick, blade and no bucket.

Lift Capacities – Maximum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Long Stick	kg (lb)				*1365 (*3,010)	*1365 (*3,010)	1150 (2,536)	*1145 (*2,525)	*1145 (*2,525)	*1145 (*2,525)	4.70 (15.4)
3 m (9.8 ft)	Long Stick	kg (lb)				*1420 (*3,131)	*1420 (*3,131)	1140 (2,514)	*1055 (*2,326)	*1055 (*2,326)	800 (1,764)	5.60 (18.4)
1.5 m (4.9 ft)	Long Stick	kg (lb)				*1780 (*3,925)	1315 (2,900)	1075 (2,370)	*1110 (*2,448)	875 (1,929)	720 (1,588)	5.90 (19.4)
0 m (0 ft)	Long Stick	kg (lb)	*3495 (*7,706)	2275 (5,016)	1785 (3,936)	*2085 (*4,597)	1255 (2,767)	1020 (2,249)	*1310 (*2,889)	900 (1,985)	735 (1,621)	5.73 (18.8)

Maximum Weight includes steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and no bucket.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart.

EQUIPMENT

ENGINE

- Cat C2.4T Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter

- Side by Side Engine and Hydraulic Oil Cooler
- Extended Life Coolant, –37° C (–35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring

- Certified Accumulator
- Hydro Advanced Hydraulic Oil
- Auxiliary Hydraulic Lines:
 - 1 and 2-way (combined function)
 - Auxiliary Line Quick Disconnects
 - Adjustable Auxiliary Flow
 - Continuous Flow
 - Adjustable Auxiliary Relief

(continued on next page)

306 CR Mini Hydraulic Excavator

EQUIPMENT *(continued)*

OPERATOR ENVIRONMENT

- Canopy or Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat
- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- Hydraulic Lockout Controls
- High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- Literature Holder
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Signaling/Warning Horn
- Cab and (left side) Boom Work Lights
- Utility Space for Mobile Phone

■ Color LCD Monitor

- Fuel Level and Coolant Temperature Gauges
- Maintenance and Machine Monitoring
- Performance and Machine Adjustments
- Numeric Security Code
- Multiple Languages
- Camera Ready
- Hour Meter with Wake Up Switch
- Jog Dial Control Interface

■ Cab Machines Only

- HVAC with Automatic Temperature Control
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- LED Interior Light
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Straight Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Rubber Tracks

BOOM, STICK AND LINKAGES

- One Piece Boom (3055 mm/120.3 in)
- Standard Stick (1580 mm/62.2 in)
- Long Stick (1980 mm/78.0 in)
- Front Shovel Capable (Pin-On/Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 90 Ampere Alternator
- 650 CCA Maintenance Free Battery
- Battery Disconnect
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Basic (regulations apply, not available in all regions)
- Travel Alarm

OTHER

- Locks on External Enclosure Doors
- Lockable Fuel Cap
- Beacon Socket
- Rear Reflectors

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Cab (see details above)
- Next Generation Advanced Monitor
 - Touch Screen
 - Site Reference System
 - High Definition Camera Capable
- Rain Visor
- Air Suspension Heated Seat with Cab
- Top Guard – ISO 10262:1998 (Level II)

ELECTRICAL

- Product Link Elite (regulations apply, not available in all regions)
- Rearview Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Angle Blade
- Extra Tool Carrier (XTC)

- Steel Tracks (450 mm/17.7 in wide)
- Steel Track with Rubber Pads
- 2nd Auxiliary Hydraulic Lines
- Additional Counterweight
- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Cab Guarding

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8236 (08-2019)
(North America, Europe, ANZP)

