

1. Agenda

Documents:

[2023-06-13 CITY COUNCIL - PUBLIC AGENDA-1810.PDF](#)

2. Meeting Materials

Documents:

[2023-06-13 CITY COUNCIL - FULL AGENDA-1810.PDF](#)

AGENDA

Regular Meeting of the
Nichols Hills City Council
Tuesday, June 13, 2023 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the City Council only on items that appear on this Agenda. The City Council may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the City Council.

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. Minutes
 - a. May 6, 2023 City Council Minutes
 - b. May 9, 2023 City Council Minutes
4. Departmental Reports

Consideration of acceptance, rejection, and/or postponement of the following:

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager
- f. New Resident List
- g. City Treasurer
- h. Finance Director
- i. Information System Manager
- j. Engineer

k. ACOG Report

5. Total Warrants & Claims \$1,300,892.54

- a. Consideration of approval, disapproval, and/or postponement of the following: Claims List for 2022-2023

a. General Fund	\$195,922.35
b. Nichols Hills Municipal Authority	101,447.50
c. General Fund Capital Improvement	290,129.71
d. Nichols Hills Municipal Authority Capital Improvement	245,781.31
e. Health Insurance Fund	4,250.00
f. Designated Funds – Parks	80,083.35
g. General Obligation Bonds	383,278.32

6. Consent Docket - Construction

Items on Consent Dockets are usually approved as a group upon a motion by one of the City Council members. However, members of the City Council may request discussion or separate action on any item on the Consent Dockets.

Consideration of approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. Pay Estimate No. 8 with W.L. McNatt and Company for FC-2101 Public Works Improvements Phase III in the amount of \$37,354.00.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from NHMA-CIP Fund and other funds.

- b. Pay Estimate No. 9 with W.L. McNatt and Company for FC-2101 Public Works Improvements Phase III in the amount of \$97,892.75.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from NHMA-CIP Fund and other funds.

- c. Amendment No. 1 and Change Order No. 3 for Project No. PC-2104 with Rudy Construction Co. for 6500 & 6800 Blocks of Avondale Drive for Paving Improvements, in the amount of \$<92,529.80> and \$44,756.00 respectively.

BACKGROUND: The amendment and change order decreases the contract amount to \$1,626,979.20. The original contract was \$1,654,268.00.

- d. Pay Estimate No. 8 (FINAL) for Project No. PC-2104 with Rudy Construction Co. for 6500 & 6800 Blocks of Avondale Drive Paving Improvements in the amount of \$166,816.03 and place maintenance bonds into effect.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2020 GO Bonds, 2022 GO Bonds, and other funds.

- e. Amendment No. 1 (FINAL) for Project No. PC-2103 with Rudy Construction Co. for the 1500 Block of Guilford Lane Paving Improvements, in the amount of \$<95,962.38>.

BACKGROUND: The amendment decreases the contract amount to \$810,968.82. The original contract was \$858,721.20

- f. Pay Estimate No. 6 (FINAL) for Project No. PC-2103 with Rudy Construction Co. for 1500 Block of Guilford Lane Paving Improvements in the amount of \$167,492.20 and place maintenance bonds into effect.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2021 GO Bonds, 2022 GO Bonds, and other funds.

- g. Pay Estimate No. 12 for Project No. FC-2102 with Rudy Construction Co. for Love Family Park Improvements in the amount of \$10,649.50.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from the Park Fund and other funds.

- h. Pay Estimate No. 13 (FINAL) for Project No. FC-2102 with Rudy Construction Co. for Love Family Park Improvements in the amount of \$69,433.85 and place maintenance bonds into effect.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from the Park Fund and other funds.

- i. Invoice No. 18782 with Frankfurt-Short-Bruza Associates, PC for Fire and City Hall Improvements in the amount of \$6,969.60, to be paid from the General Fund and other funds.

7. Consent Docket - General

Items on Consent Dockets are usually approved as a group upon a motion by one of the City Council members. However, members of the City Council may request discussion or separate action on any item on the Consent Dockets.

Consideration of approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.
- b. State Auditor's Certificate and Order to County Clerk and County Treasurer regarding the City Treasurer, approval of all necessary documents in furtherance of the foregoing, and further authorizing Mayor to sign and certify all necessary documents in furtherance of the foregoing.
- c. A resolution declaring certain supplies, materials, and equipment owned by the City to be surplus ("Surplus Property"); directing the City Manager to sell such Surplus Property at public auction; and directing the City Manager to dispose of any such Surplus Property which does not receive a successful bid.

Contracts and Agreements

- d. Finley & Cook, PLLC, Audit Engagement letter and Compilation Engagement letter for the fiscal year end June 30, 2023.
- e. Accounting & Financial Consulting Contract with Crawford and Associates, PC.
- f. Custodial Services Agreement with Aspen Building Services for Fiscal Year 2023-2024.
- g. Automatic Aid Agreement between The City of the Village and the City of Nichols Hills for Fiscal Year 2023-2024.
- h. Fire Equipment Agreement with Board of County Commissioners of Oklahoma County for Fiscal Year 2023-2024.

- i. Renewal of Section 125 Cafeteria Plan and Section 105 HRA Plan Fiscal Year 2023-2024.
 - j. Elevator Maintenance Contract with Schindler Elevator Corporation for Fiscal Year 2023-2024.
 - k. Minor Repairs and Maintenance on Streets Agreement with Oklahoma County for Fiscal Year 2023-2024
 - l. Landscape Maintenance Contract with Northwest Lawn for Fiscal Year 2023-2024.
 - m. Renewal of Solid Waste Disposal Agreement with Republic Services for Fiscal Year 2023-2024.
 - n. Renewal of Solid Waste Collection Agreement with Republic Services for Fiscal Year 2023-2024.
 - o. Household Hazardous Waste Agreement with the Midwest City Municipal Authority for Fiscal Year 2023-2024.
 - p. Engineering Services Agreement with Smith Roberts Baldischwiler LLC. for Fiscal Year 2023-2024.
 - q. Legal Services Contract with Williams, Box, Forshee & Bullard, P.C.
 - r. Computer License and Maintenance Agreement with Davenport Group for Fiscal Year 2023-2024.
 - s. A resolution renewing, adopting, and approving the EMSA Interlocal Cooperation Agreement for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.
8. Citizens desiring to be heard
- The purpose of this time is to allow members of the public to speak to the City Council on any matter that is not otherwise set for consideration on this Agenda.
9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters
- a. Budget adjustments for fiscal year 2022-2023 for General Fund, Sinking Fund, and Nichols Hills Municipal Authority.

- b. PUBLIC HEARING: Resolution approving and adopting budgets for Fiscal Year 2023-2024 for General Fund, Nichols Hills Municipal Authority, Street & Alley Fund, General Fund Capital Improvements, Nichols Hills Municipal Authority Capital Improvements, 911 Funds, Designated Account Funds, Sinking Fund, Police Impound Fund, Water Impact Fee Fund, Sewer Impact Fee Fund, Drainage Fee Fund, Health Insurance Fund and Park Fund.
- c. Employee Benefit plans for the 2023-2024 fiscal year, concerning health, dental, vision, and life insurance, the Keystone flex plan, HRA, and American Fidelity Worksite Benefits, as proposed and to be serviced by Montgomery Integra Insurance; and authorize the City Manager to sign all documents necessary to execute the agreements.
- d. Purchase of insurance policies for property, liability, business interruption, Umbrella, bonds for City Manager, City Clerk/Finance Director, City Treasurer, Assistant City Clerk/Finance Director, and public employee faithful performance blanket position bond for FY 2023- 2024.
- e. Workers' Compensation Plan renewal for July 1, 2023 to June 30, 2024. Risk Manager Lindy Hough recommends approval of the renewal.
- f. Approve transfer of 1991 Pierce Arrow Fire Engine to Oklahoma County District 2.
- g. A resolution awarding contract to the lowest responsible bidder for PC-2201 Paving Improvements 1700 & 1800 Blocks of Huntington Avenue, and authorizing execution of the contract, bonds, and related instruments.
- h. Request to seek bids for Fire training Tower and receive and approve plans for the same.
- i. Approve the purchase of the real property at 1844 Westminster Place in the amount of \$275,000, along with ordinary and customary closing cost and expenses, and authorizing the Mayor, the City Manager, or his designee to execute all documents necessary to complete the transaction.
- j. An ordinance amending Chapter 3 of the Nichols Hills City Code regarding the City Fee Schedule; repealing all conflicting ordinance or parts of ordinances; providing for severability; and setting an effective date.

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.
- k. An Ordinance amending Section 20-21 of the Nichols Hills City Code regarding the meeting time for the meetings of the Environmental, Health and Sustainability Commission; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.
- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

BOARD APPOINTMENT - ENVIRONMENT, HEALTH, AND SUSTAINABILITY COMMISSION

- l. Environment, Health and Sustainability Commission - Ward One.
- m. Environment, Health and Sustainability Commission - Ward Two.

BOARD APPOINTMENT - PLANNING COMMISSION

- n. Planning Commission Appointment for Ward One.
- o. Planning Commission Appointment for Ward Two.
- p. Planning Commission Appointment for Ward Three.

BOARD APPOINTMENT - BOARD OF PARK COMMISSIONERS

- q. Board of Park Commissioners Appointment - Ward One
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- t. Board of Adjustment Appointment for Ward Two.
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- v. Board of Adjustment Appointment - At Large Appointment

10. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:44 PM on the 9th day of June, 2023 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 4:00 PM on the 9th day of June, 2023; posted to the City of Nichols Hills website at <http://www.nicholshills.net> at 5:00 PM on the 9th of June, 2023; and transmitted by email at 5:00 PM on the 9th day of June, 2023 to those persons who have requested to be included

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City Clerk
City of Nichols Hills, Oklahoma

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- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

BOARD APPOINTMENT - ENVIRONMENT, HEALTH, AND SUSTAINABILITY COMMISSION

- l. Environment, Health and Sustainability Commission - Ward One.
- m. Environment, Health and Sustainability Commission - Ward Two.

BOARD APPOINTMENT - PLANNING COMMISSION

- n. Planning Commission Appointment for Ward One.
- o. Planning Commission Appointment for Ward Two.
- p. Planning Commission Appointment for Ward Three.

BOARD APPOINTMENT - BOARD OF PARK COMMISSIONERS

- q. Board of Park Commissioners Appointment - Ward One
- r. Board of Park Commissioners Appointment - Ward Two
- s. Board of Park Commissioners Appointment - At Large Appointment

BOARD APPOINTMENT - BOARD OF ADJUSTMENT

- t. Board of Adjustment Appointment for Ward Two.
- u. Board of Adjustment Appointment - Ward Three.
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10. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:44 PM on the 9th day of June, 2023 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 4:00 PM on the 9th day of June, 2023; posted to the City of Nichols Hills website at <http://www.nicholshills.net> at 5:00 PM on the 9th of June, 2023; and transmitted by email at 5:00 PM on the 9th day of June, 2023 to those persons who have requested to be included

on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Special Meeting of the
Nichols Hills City Council
Saturday, May 6, 2023 at 4:00 PM
Love Family Park, NW Grand Boulevard
Nichols Hills, OK 73116

**Original Agenda Filed in the Office of the City Clerk at 3:44 PM
on the 2nd day of May, 2023.**

1. Call to Order
2. Roll Call

Attendee Name	Title	Status	Arrived
Sody Clements		Present	
Steven J. Goetzinger		Absent	
E. Peter Hoffman		Present	

3. Items for Separate Vote - General

Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. A resolution recognizing the Love Family.

Vice-Mayor Clements read the resolution recognizing Tom and Judy Love and their children's generous contribution to the City of Nichols Hills through the Tom and Judy Love Foundation. With this donation the Love Family Park was completed and dedicated on May 6th, 2023.

Councilman Hoffman thanked the Love Family for their generous and timeless contribution to the community. Councilman Hoffman introduced Scott Howard, landscape architect with Howard-Fairbairn Site Design, for the beautiful design of the Love Family Park. He also thanked Rudy Construction for their hard work on the Love Family Park project.

Attachment: May 6 2023 Minutes (6568 : May 6, 2023 CC Minutes)

MOTION: Hoffman moved to adopt Resolution 1490, recognizing the Love Family. Clements seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Sody Clements
AYES:	Clements, Hoffman
ABSENT:	Goetzinger

b. Love Family Park Ribbon Cutting Ceremony

4. Adjournment

MOTION: There being no further business, Hoffman moved to adjourn the meeting. Clements seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Sody Clements
AYES:	Clements, Hoffman
ABSENT:	Goetzinger

Mayor
City of Nichols Hills, Oklahoma

City Manager
City of Nichols Hills, Oklahoma

City Clerk
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MINUTES

Regular Meeting of the
Nichols Hills City Council
Tuesday, May 9, 2023 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

**Original agenda filed in the Office of the City Clerk at 1:53 PM on
the 5th day of May, 2023.**

1. Call to Order and Pledge of Allegiance
2. Roll Call

Attendee Name	Title	Status	Arrived
Sody Clements		Present	
Steven J. Goetzinger		Present	
E. Peter Hoffman		Present	

- a. Oath of Office for newly elected Councilman Steven J. Goetzinger, to be administered by Honorable Judge Kevin Krah.

Honorable Judge Kevin Krah administered the Oath of Office to Councilman Steven J. Goetzinger, Council Member for Ward III in Nichols Hills.

- b. Nomination and election of Mayor of City of Nichols Hills.

MOTION: Hoffman moved to nominate Sody Clements as Mayor for the City of Nichols Hills. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

- c. Nomination and election of Vice-Mayor of City of Nichols Hills.

MOTION: Goetzinger moved to nominate E. Peter Hoffman Jr., as Vice-Mayor for the City of Nichols Hills. Clements seconded the motion.

Attachment: May 9 2023 Minutes (6569 : May 9, 2023 CC Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	Sody Clements
AYES:	Clements, Goetzinger, Hoffman

3. Minutes

- a. April 6, 2023 City Council Minutes
- b. April 11, 2023 City Council Minutes
- c. April 21, 2023 City Council Minutes
- d. April 27, 2023 City Council & Nichols Hills Municipal Authority Joint Meeting Minutes

MOTION: Hoffman moved to approve the April 6, 2023, April 11, 2023, April 21, 2023, and the April 27, 2023 minutes as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

4. Departmental Reports

Consideration of acceptance, rejection, and/or postponement of the following:

- a. Police Department
- b. Municipal Court
- c. Fire Department
- d. Public Works
- e. Risk Manager
- f. New Resident List
- g. City Treasurer
- h. Finance Director
- i. Information System Manager

- j. Engineer
- k. ACOG Report

Vice-Mayor Hoffman reported work continues with ACOG for any possible grants that would benefit the City of Nichols Hills.

MOTION: Goetzinger moved to approve the April 2023 departmental reports as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

5. Total Warrants & Claims \$1,029,109.17

- a. Consideration of approval, disapproval, and/or postponement of the following: Claims List for 2022-2023

a. General Fund	\$387,583.22
b. Designated Funds – Fire & General Employees	756.14
c. Nichols Hills Municipal Authority	92,092.11
d. General Fund Capital Improvement	71,186.08
e. General Obligation Bond Funds	477,491.62

MOTION: Hoffman moved to approve the total warrants and claims as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

6. Consent Docket - Construction

Consideration of approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. Change Order No. 2 for Project No. PC-2104 Paving Improvements 6500 & 6800 Blocks of Avondale Drive with Rudy Construction Co. in the amount of \$5,500.00.

BACKGROUND: The change order increases the contract amount to \$1,674,753.00. The original contract was \$1,654,268.00.

- b. Pay Estimate No. 7 for Project No. PC-2104 with Rudy Construction Co. for 6500 & 6800 Blocks of Avondale Drive Paving Improvements in the amount of \$19,475.00.

BACKGROUND: City Engineer has varified quantities and recommends approval, to be paid from 2022 GO Bonds and other funds.

- c. Change Order No. 2 and Amendment No. 1 for Project No. SC-2101 City-Wide Sanitary Sewer Improvements with Jordan Contractors, Inc in the amount for Change Order No. 2 \$20,100.00 and Amendment No.1 (208,100.50).

BACKGROUND: The amendment and change order decreases the contract amount to \$589,847.20. The original contract was \$725,848.00.

- d. Pay Estimate No. 5 (FINAL) with Jordan Contractors, Inc. for SC-2101 City-Wide Sanitary Sewer Improvements in the amount of \$120,238.73 and place maintenance bonds into effect.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2022 GO Bonds and other funds.

- e. Pay Estimate No. 5 for Project No. PC-2103 with Rudy Construction Co. for 1500 Block of Guilford Lane Paving Improvements in the amount of \$213,823.48.

BACKGROUND: City Engineer has verified quantities and recommends approval, to be paid from 2021 GO Bonds and other funds.

- f. Pay Estimate No. 18 with Jenco Construction for the Fire Station Addition and Renovation project in the amount of \$21,603.85.

BACKGROUND: City Architect has verified quantities and recommends approval, to be paid from the General Fund and other funds.

- g. Pay Estimate No. 19 with Jenco Construction for the Fire Station Addition and Renovation project in the amount of \$168,291.67.

BACKGROUND: City Architect has verified quantities and recommends approval, to be paid from the General Fund and other funds.

MOTION: Goetzinger moved to approve item 6a - 6g Consent Docket Construction as presented. Hoffman seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steven J. Goetzinger
SECONDER:	E. Peter Hoffman
AYES:	Clements, Goetzinger, Hoffman

7. Consent Docket - General

Consideration of approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. A resolution authorizing the disposal and destruction of certain original records and papers of records prior to the retention period for such records established in the Revised Records Retention Manual, 2015; and directing the City Manager to take all actions necessary to provide for the disposal and destruction of such records.
- b. Change order request for Fire Department Training Room equipment in the amount of \$1,392.00, to be paid by 2022 GO Bond and other funds. The change order increases the contract to \$48,139.92.
- c. Request from Information Systems Manager Neil Gray to purchase a Camera Server for City Hall Security System. The total will not exceed \$23,000.00, priced on State Contract, as approved in the 2022-2023 CIP budget.
- d. Request from Information Systems Manager Neil Gray to purchase a Communication Recorder. The total will not exceed \$48,000.00, priced on State Contract, as approved in the 2022-2023 CIP budget.
- e. Request from Public Works Director Randy Lawrence to a purchase a 2023 Chevrolet Malibu for Code Enforcement in an amount not to exceed \$23,000.00 from Oklahoma State Contract SW-035, to be paid by General Fund-CIP fund.

- f. A resolution declaring certain supplies, materials, and equipment owned by the City to be surplus ("Surplus Property"); directing the City Manager to sell such Surplus Property at public auction; and directing the City Manager to dispose of any such Surplus Property which does not receive a successful bid.
- g. Request from Deputy Fire Chief Kenny Reyes to purchase upfitting equipment for new Fire vehicle in the amount not to exceed \$17,000.00 from Oklahoma State Contracts NASPO 00318, SW-142, and SW-142, to be paid from General Fund -CIP fund.
- h. Request from Fire Chief Kevin Boydston to purchase extrication equipment not to exceed \$30,885.00 to be funded with Firehouse Subs Public Safety Foundation grant.
- i. Request from Deputy Public Works Director Dennis Albert to a purchase a Mainline Sewer Camera not to exceed \$41,000.00 to be paid from 2022 GO Bond funds. Declare P350 Flex Trak System surplus; and approval to trade or sell to the highest bidder.

MOTION: Hoffman moved to approve item 7a - 7i Consent Docket General as presented. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

8. Citizens desiring to be heard

The purpose of this time is to allow members of the public to speak to the City Council on any matter that is not otherwise set for consideration on this Agenda.

No one expressed a desire to be heard.

9. Items for Separate Vote - Ordinances, Resolutions, and Other Matters

- a. PUBLIC HEARING: An Ordinance amending Chapter 8 of the Nichols Hills City Code prohibiting wind energy conversion systems; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

MOTION: Goetzinger moved to approve agenda item 9a as presented. Hoffman seconded the motion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Steven J. Goetzinger
SECONDER: E. Peter Hoffman
AYES: Clements, Goetzinger, Hoffman

- i. Consideration of approval or disapproval of the emergency section of the foregoing ordinance.

MOTION: Hoffman moved to approve agenda item 9a(i) – Emergency clause of the foregoing ordinance. Goetzinger seconded the motion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: E. Peter Hoffman
SECONDER: Steven J. Goetzinger
AYES: Clements, Goetzinger, Hoffman

- b. Request to seek bids for PC-2201 2022-2023 GO Bond Issue Paving Improvements 1700 & 1800 Blocks of Huntington Avenue and receive and approve plans for the same.

MOTION: Goetzinger moved to approve agenda item 9b as presented. Hoffman seconded the motion.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Steven J. Goetzinger
SECONDER: E. Peter Hoffman
AYES: Clements, Goetzinger, Hoffman

10. Adjournment

MOTION: There being no further business, Hoffman moved to adjourn the meeting. Goetzinger seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	E. Peter Hoffman
SECONDER:	Steven J. Goetzinger
AYES:	Clements, Goetzinger, Hoffman

Mayor
City of Nichols Hills, Oklahoma

City Manager
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

**NICHOLS HILLS
POLICE DEPARTMENT
MONTHLY REPORT
MAY 2023**

On May 5th at 2:44 a.m., Sergeant Voyles was on routine patrol in the 6800 block of NW Grand Boulevard when he observed a vehicle fail to use its turn signal and disobey a stop sign. Sgt. Voyles determined that the vehicle was traveling at 37 MPH in the 25 MPH zone. Sgt. Voyles activated his emergency equipment and contacted the driver. He immediately noticed the smell of an alcoholic beverage coming from within the vehicle. Sgt. Voyles asked the driver for her driver's license and insurance verification. She advised that her license was suspended and admitted to having too much to drink. The driver was unsteady on her feet and Sgt. Voyles could smell the strong odor of an alcoholic beverage emitting from her breath and person. She refused to take the Standardized Field Sobriety Tests. She also refused to take the state's breath test. Dawn Self was transported to the Oklahoma County Detention Center and charged with Driving Under the Influence.

On May 30th at 11:54 p.m., Sergeant Voyles was on routine patrol in the 1600 block of NW 63rd Street when he observed a vehicle's driver-side mirror was broken and covered in tape which prevented it from being usable. When Sgt. Voyles contacted the driver, he could not provide insurance verification or a driver's license. The driver advised his driver's license was suspended. Sgt. Voyles requested a tow truck for an impound. Sgt. Voyles conducted an inventory of the vehicle and located a cigarette box containing a clear crystal rock and syringes. The driver identified the crystal rock as methamphetamine. Bernard Grant was transported to the Oklahoma County Detention Center and charged with Possession of CDS and Possession of Drug Paraphernalia.

In the month of May officers made 6 District Court level arrests.

Officers were dispatched to 58 residential alarm calls and 9 business alarm calls in May. The department responded to 12 suspicious vehicle calls, 10 suspicious subject calls, and 16 suspicious activity calls. Officers responded to 7 motorist assist calls and 13 citizen assist calls. Officers conducted 130 business checks and 13 check the welfare calls. Officers were requested to assist other agencies a total of 10 times. Officers performed 108 house checks this month. Officers responded to 6 parking complaints. There were 136 traffic stops with 57 citations and 119 written warnings issued in May. Animal Control/Code Enforcement issued 0 citation. Officers worked 4 traffic accidents on city streets. Officers completed 22 offense reports.

Respectfully,

Chief Steven Cox

Nichols Hills Police Department
 6407 Avondale Drive Nichols Hills, OK 73116
 (405) 843-5672

ODIS Summary Report From 05/01/2023 - 05/31/2023

Booking Summary Report

Booking Record			
Inmate Booked	0	Inmate Released	0
Male	0	Male	0
Female	0	Female	0
Unknown	0	Unknown	0
Federal Inmate Booked	0		
Federal Inmate Released	0		
Booking Officer	Arresting Officer	Releasing Officer	
No records found.	No records found.	No records found.	

Incident Summary Report

Incident Record	
Incident Report Filed	22
Sensitive Report	1
Classified Report	1
Report Approved	19
Offense Summary	
Total	Offense (IBR)
1	Assault - Aggravated
1	Burglary/Breaking and Entering
1	Counterfeiting/Forgery
3	Disorderly Conduct
1	Driving Under the Influence
3	Drug/Narcotics - Equipment Violations
2	Drug/Narcotics - Violations
1	Drug/Narcotics - Violations - Other - Dangerous Non-Narcotic Drugs (Barbiturates, Benzadrine)
4	Drug/Narcotics - Violations - Synthetic Narcotics - Manufactured Narcotics Which Can Cause True Drug Addiction (Demerol, Methadones)
1	Drunkenness
1	Family Offenses, Non-violent
3	Larceny/Theft - All Other
1	Public Peace - Found Property
2	Public Peace - Other
1	Sex - Assault with an Object
1	Stolen Vehicle/Motor Vehicle Theft
1	Suicide (Attempted/Completed)
1	Traffic - Abandoned Vehicle
7	Traffic - Impounds
4	Traffic - Other
1	Traffic - Signs and Signal
1	Warrants - For other Agency
42	GRAND TOTAL

Originating Officer Report

Total	Originating Officer
2	EDWARDS, BRANDON
4	EISCHEID, DAVID
2	GREENWOOD, TAYLOR
1	HALL, ELLA
1	JOBE, TONY
1	LASTER, ADAM
2	MCGINLEY, JAMES
1	MCHENRY, JARRED
1	PUCKETT, MICHAEL
1	RIDGEWAY, BRANDON
1	STOUGH, STANTON
2	TRUONG, HAU
3	VOYLES, MATTHEW
22	GRAND TOTAL

Total Report Filed	22					
Total Reports Assigned to Detective	20					
Total Reports Un-Assigned	2					
Report Assigned To	Total	Open	Closed	Case Closed Detail		
RIDGEWAY, BRANDON	20	3	17	Closed By		Total
				Charges Filed		2
				Cleared - By Arrest		8
				Cleared - Referred		1
				Cleared - Unfounded		1
				Deactivated by Investigator After Follow-Up		5
GRAND TOTAL	20	3	17			

Total Report Filed	22					
Total Open Cases	5					
Total Closed Cases	17					
Cleared By						Total
Charges Filed						2
Cleared - By Arrest						8
Cleared - Referred						1
Cleared - Unfounded						1
Deactivated by Investigator After Follow-Up						5
GRAND TOTAL						17

Citation Summary Report

Ciation Record			
Citation Filed (Exclude Warning)	66		
Citation Warning Filed	120		
Officer Violation Report (Include Warning Citation)			
Officer Name	Violation	Total	Total Amount
	BUILDING OF NONCOMPLYING STRUCTURES	2	\$520.00
	FAILURE TO APPEAR	5	\$0.00
	NO BUILDING PERMIT	2	\$520.00
	NO PLUMBING PERMIT	1	\$260.00

EDWARDS, BRANDON (14)	AFFIXING IMPROPER TAG	2	\$520.00
	DEFECTIVE EQUIPMENT	1	\$110.00
	DISOBEYING TRAFFIC CONTROL LIGHT	1	\$110.00
	NON-USE OF SEAT BELTS	1	\$20.00
	PASSING WHERE PROHIBITED	1	\$110.00
	SPEED IN EXCESS	7	\$735.00
	SPEEDING RADAR CHECKED	1	\$0.00
EISCHEID, DAVID (7)	DEFECTIVE LIGHTS ALL OTHERS	1	\$110.00
	DISOBEYING TRAFFIC CONTROL LIGHT	2	\$220.00
	EXPIRED LICENSE PLATE	1	\$100.00
	POSSESSION OF A CONTROLLED DANGEROUS SUBSTANCE	1	\$265.00
	POSSESSION OF DRUG PARAPHERNALIA	1	\$265.00
	SPEED IN EXCESS	1	\$105.00
GREENWOOD, TAYLOR (25)	DEFECTIVE EQUIPMENT	1	\$110.00
	DEFECTIVE LIGHTS ALL OTHERS	10	\$1,100.00
	DISOBEYING STOP SIGN	1	\$110.00
	EXPIRED LICENSE PLATE	4	\$400.00
	FOLLOWING TOO CLOSELY	1	\$110.00
	SPEED IN EXCESS	8	\$840.00
	DISOBEYING TRAFFIC CONTROL LIGHT	1	\$110.00
HALL, ELLA (13)	EXPIRED LICENSE PLATE	6	\$600.00
	FAILURE TO YIELD FROM SIGNAL LIGHT	1	\$110.00
	OPERATING WITHOUT BEING LICENSED	2	\$520.00
	SOLICITATION WITHOUT PERMIT	1	\$260.00
	SPEED IN EXCESS	2	\$210.00
	DEFECTIVE LIGHTS ALL OTHERS	8	\$880.00
	EXPIRED LICENSE PLATE	1	\$100.00
JOBE, TONY (12)	NO SECURITY VERIFICATION	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	1	\$105.00
	DEFECTIVE LIGHTS ALL OTHERS	4	\$440.00
	EXPIRED LICENSE PLATE	1	\$100.00
	NO SECURITY VERIFICATION	1	\$260.00
LASTER, ADAM (8)	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	1	\$105.00
	AFFIXING IMPROPER TAG	2	\$520.00
	ALTERING OR CHANGING TAG	1	\$160.00
	DEFECTIVE EQUIPMENT	2	\$220.00
MCGINLEY, JAMES (43)	DEFECTIVE LIGHTS ALL OTHERS	5	\$550.00
	DISOBEYING TRAFFIC CONTROL LIGHT	1	\$110.00
	DRIVING WHILE REVOKED	1	\$260.00
	DRIVING WHILE SUSPENDED	2	\$520.00
	EXPIRED LICENSE PLATE	16	\$1,600.00
	IMPROPER TAG DISPLAY	1	\$100.00
	NO LICENSE IN POSSESSION	3	\$360.00
	NO SECURITY VERIFICATION	7	\$1,820.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	1	\$105.00
	DRIVING WHILE SUSPENDED	1	\$260.00
	EXPIRED LICENSE PLATE	6	\$600.00
MCHENRY, JARRED (10)	NO SECURITY VERIFICATION	3	\$780.00
	DRIVING WHILE SUSPENDED	1	\$260.00
PUCKETT, MICHAEL (9)	EXPIRED LICENSE PLATE	4	\$400.00
	SPEED IN EXCESS	4	\$420.00

STOUGH, STANTON (5)	DISOBEYING STOP SIGN	1	\$110.00
	PASSING WHERE PROHIBITED	1	\$110.00
	SPEED IN EXCESS	3	\$315.00
TRUONG, HAU (18)	DEFECTIVE LIGHTS ALL OTHERS	5	\$550.00
	DISOBEYING STOP SIGN	2	\$220.00
	DRIVING ON CURBS	1	\$110.00
	EXPIRED DRIVERS LICENSE	1	\$100.00
	EXPIRED LICENSE PLATE	3	\$300.00
	OPERATING WITHOUT BEING LICENSED	2	\$520.00
	SPEED IN EXCESS	4	\$420.00
VOYLES, MATTHEW (12)	DEFECTIVE LIGHTS ALL OTHERS	6	\$660.00
	DRIVING WITH OBSTRUCTED VIEW	1	\$110.00
	FAILURE TO DIM LIGHTS	1	\$110.00
	NO SECURITY VERIFICATION	1	\$260.00
	OPERATING CONTRARY TO RESTRICTIONS	1	\$260.00
	OPERATING WITHOUT BEING LICENSED	1	\$260.00
	SPEED IN EXCESS	1	\$105.00
GRAND TOTAL		186	\$25,045.00

Citation Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Warrant Summary Report

Warrant Record

Warrant Issued	0
Warrant Served	0
Warrant Recalled	0

Warrant Issued

No records found.

Warrant Served

No records found.

Warrant Recalled

No records found.

Warrant Payment Method Summary

Total Cash	\$0.00
Total Checks	\$0.00
Total Credit Cards	\$0.00
Total Money Orders	\$0.00
Total Other	\$0.00
Grand Total	\$0.00

Protective Order Summary Report

Protective Order Record

Protective Order Issued - Non Emergency 0
Protective Order Issued - Emergency 0

Civil Process Summary Report

Civil Process Record	
Civil Process Issued	0
Group By Process Type	Group By Court Type
No records found.	No records found.

Field Interview Summary Report

Field Interview Record	
Field Interview Issued	0
Group By Interviewed Officer	
No records found.	

Accident / Collision Summary Report

Accident Record	
Accident / Collision Record	4
Accident / Collision with DUI	0
Accident / Collision with Hit & Run	1
Accident / Collision with Fatality	0

Radio Log Summary Report

Radio Log Record	
Radio Log Record	1,531
Group By Call Type	Group By Final Type
Total Initial Call Type	Total Final Call Type
2 9-1-1 Hangup	1,531
1 9-1-1 Open Line	1,531 GRAND TOTAL
1 Accident - Hit and Run	
5 Accident - Property Damage	
9 Alarm Business	
58 Alarm Residential	
14 Animal Control - Animal at Large / Nuisance	
1 Animal Control - Animal Impounded	
13 Assist - Citizen	
7 Assist - Motorist	
5 Assist - Other City Department	
10 Assist - Outside Agency	
1 Barking Dog Complaint	
6 Broadcast - General Information	
130 Business Check	
4 Check Solicitor	

13	Check The Welfare
6	Civil Matter
2	Code Violation
2	Court - Bailiff
1	Death Investigation
1	Deliver Council Packets
212	Dispatch - Informational
1	District Court
1	Disturbance
2	Domestic
1	DUI Arrest
220	Ending Mileage
3	Extra Watch
10	Fire Department - Automatic Alarm
22	Fire Department - Medical Call
16	Fire Department - Mutual Aid
3	Fire Department - Other Fire
9	Fire Department - Service Call
3	Fire Department - Smoke Investigation
7	Follow-up
3	Found Property
3	Fraud
1	Harassment
108	House Check
4	Larceny/Theft - All Other
1	Missing Person
3	Noise Complaint
6	Officer out of the car
1	Open Door - Business
62	Open Door - Residence
11	Ordinance Violation
1	Out at the Station
9	Out at the Station for Report
5	Out of district
6	Parking Complaint
1	Possession of CDS
1	Possible Overdose
1	Public Intoxication
7	Public Works Call
13	Receive Information
2	Reckless Driver
1	Recovery of Stolen Vehicle
3	Remove Debris from Roadway
2	Return to the station
2	Signal 13 - Meal Beak
15	Special Assignment
2	Stand-by
225	Starting Mileage - In Service
16	Suspicious Activity
1	Suspicious Noise
10	Suspicious Subject
12	Suspicious Vehicle
1	Traffic Complaint
1	Traffic Control

2	Traffic Hazard
136	Traffic Stop
4	Training
1	Vehicle Impoundment
13	Vehicle Maintenance
27	Vehicle Registration/Stolen Check [10-28/10-29]
6	Vehicle Release
1,531	GRAND TOTAL

NICHOLS HILLS MUNICIPAL COURT Page: 1
 Report For May 1, 2023 Thru May 31, 2023 FILEDST

 Violations by Filed Date...

Police Department	76	
MUNICIPAL COURT	11	
Code Enforcement	2	
TRANSFERRED OUT	0	
Total Filed Violations		89

 Completed Cases...

Paid Fine...		
Police Department	53	
MUNICIPAL COURT	5	
Code Enforcement	2	
TRANSFERRED OUT	1	
Total Paid Fines		61
Total Completed		61

 Other Completed...

Dismissed - had Insurance		
Police Department	1	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		1

Dismissed by Judge		
Police Department	6	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		6

Dismissed - COMPLIANCE		
Police Department	11	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		11

Dismissed by Prosecutor		
Police Department	1	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		1

Voided Docket

2

Police Department	1	
MUNICIPAL COURT	0	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total		1

22

83

6

Issued...		
Police Department	17	
MUNICIPAL COURT	10	
Code Enforcement	0	
TRANSFERRED OUT	0	
Total Violations		27
Total Warrants Issued		27

Police Department	11	
MUNICIPAL COURT	4	
Code Enforcement	0	
TRANSFERRED OUT	6	
Total Violations		21
Total Warrants Cleared		21

6

\$7,199.90
\$518.33
\$518.33
\$518.34
\$1,167.00
\$180.00
\$168.00

\$10,269.90

Nichols Hills Fire Department

May 2023 Monthly Report

Crews continued to work on their annual fire hose testing assignments. Each section of fire hose is filled with water and pressurized to a certain pressure for five minutes. Crews look for leaks and any signs of damage on each section of the hose. The department hosted three OSU-OKC fire students on three separate days training them and giving them real life experience of working at a fire station. Probationary firefighter Daniel Morrison's first day was on May 15, 2023. We are excited to have firefighter Morrison on the team. Red shift attended the ribbon cutting ceremony for Loves Family Park. An annual aerial ladder inspection and test was completed on our aerial truck. Green shift assisted with Christ the Kings last day of schools by spraying water for the kids to run through.

The department responded to a total of 60 calls in the month of May.

- | | |
|----------------------------|-------------------|
| • Fires – 2 | Ward 1 – 22% |
| • EMS – 17 | Ward 2 – 33% |
| • Hazardous Conditions – 1 | Ward 3 – 23% |
| • Service Calls – 17 | The Village – 20% |
| • False Calls – 23 | OKC – 2% |

Training in May was in full force as crews banded together and assisted with newly hired firefighter training. Most of this training consisted of learning where all the equipment is stored on all fire apparatuses and how to operate it, basic firefighting skills, maps, SOG's, city employee manual, fire sprinkler, fire alarm systems, fire department connections, and fire extinguishers to name a few topics covered. This probationary firefighter training will continue throughout the firefighters first year.

Shift training consisted of Oklahoma City automatic aid procedures, Mayday rescue drills with the Village Fire Department, truck company operations, map training, scene size up radio reports, and forcible entry training.

May was Stop the Bleed month. Bill Justice with OMD/EMSA, Oklahoma Medical Director's office provided stop the bleed training to Nichols Hills and The Village Fire Department.

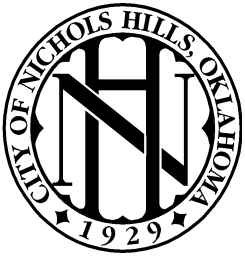
Chief Reyes spent the month of May instructing several different classes. One of which was an 8-hour Emergency Vehicle Operations class. This included a classroom session and a driving course. Chief Reyes also instructed a NIMS (National Incident Management System) forms refresher class. This consists of a variety of forms that are used to document activities during large scale events and natural disasters. All shifts also completed monthly Blue Card scene management training under his instruction.

Josh Gray attended a 40-hour Fire Instructor I class in Coweta, OK.

Captain Mays, Lieutenant Black, D/O Sanderson, D/O Gray, and FF Biesiada traveled to Winfield, KS to attend an 8-hour All Saws class. This class covered different techniques and ways to use all types of power saws.

Chief Reyes and I attended an 8-hour Leadership class in Stillwater, OK.

Fire Chief,
Kevin Boydston



***Public Works
Water Production Report
May 2023***



Water Produced	33,019,941
Water Sold	30,793,342
Water used in the City Parks	2,731,203
Water flushed for Bond Projects	1,100
Fire Department usage - est.	22,000
City Facilities	42,335
Water unaccounted for	(570,039)
% water loss for the month	-1.7%
Avg. water loss/ for the last 12 months	-0.7%

WATER PUMPED

May-23

WELL	Analysis Date	Arsenic ppb	G.P.M.	Gallons Pumped	Electrical Cost Per Thousand Gallons
2		0.000	138	4,914,732	\$0.35
5		0.000	122	4,860,875	\$0.36
8		0.000	111	4,557,438	\$0.34
12		0.000	157	2,888,015	\$0.33
23		0.000	180	6,438,600	\$0.23
Total				23,659,660	

Blended arsneic level 0.00 ppb

Contractor Usage	1,100
------------------	-------

WATER PUMPED
LAST FIVE YEARS:

May-22	42,439,600
May-21	37,683,502
May-20	21,626,900
May-19	45,808,040
May-18	45,712,000

TJ Henderson
Chief Water Well Operator

Attachment: PW Monthly report 2 (6557 : 4 d Public Works Monthly Reports)



Sewer Main Blocks/ PM
Preventative Maintenance

	DATE	ADDRESS	MANHOURS		DATE	ADDRESS Man hole number	MANHOURS	
					5/12/2023	7107 Brenwood	4.0	
		TOTAL hrs.	0.0			TOTAL hrs	4.0	



BUILDING PERMITS MAY 2023

Project ID	Project Type	Name	Property	Issued Date	Square Footage	Valuation
157887	POOL	AQUATIC DREAMS CUSTOM POOLS	1604 DRAKESTONE	5/1/2023		\$ 65,000.00
157888	CURB	ALEX'S CONSTRUCTION CO	1211 LARCHMONT	5/2/2023		
157889	FENCE-RES	RML CONSTRUCTION SERVICES	6801 TRENTON	5/2/2023		\$ 2,500.00
157890	DEMO-RES	MIDWEST WRECKING	1419 SHERWOOD	5/2/2023		
157894	BR-ACC	PROFESSIONAL LAWN CARE INC	2437 GRAND CIR	5/2/2023		\$ 21,850.00
157895	BR-NEW	CTC CONSTRUCTION LLC	7007 NICHOLS	5/2/2023	6777	\$ 1,000,000.00
157899	BR-REM	COLONY CONSTRUCTION INC	1711 RANDEL	5/3/2023		\$ 350,000.00
157904	FENCE-RES	J & F LANDSCAPING & LAWN CARE	7009 TRENTON	5/4/2023		\$ 9,500.00
157906	DEMO-RES	MIDWEST WRECKING	1831 DRAKESTONE	5/5/2023		
157907	FENCE-RES	FENCE 4 LESS	1512 GUILFORD	5/5/2023		\$ 1,595.60
157908	STORM	GROUND ZERO SHELTERS CO	1834 DORCHESTER PL	5/8/2023		\$ 2,995.00
157910	ROOF-RES	HERD CONSTRUCTION LLC	1100 PARK MANOR	5/9/2023		\$ 10,000.00
157925	FENCE-RES	J SALAZAR FENCING LLC	1834 DORCHESTER PL	5/15/2023		\$ 15,600.00
157927	BR-ACC	KENT HOFFMAN CONSTRUCTION	6608 PENNSYLVANIA	5/16/2023		\$ 75,000.00
157928	FENCE-RES	HEARTLAND FENCE CO	6602 HILLCREST	5/16/2023		\$ 12,500.00
157929	FENCE-RES	CANDELARIA DESIGN BUILD	6600 HILLCREST	5/16/2023		\$ 7,500.00
157933	FENCE-RES	FENCE 4 LESS	6621 AVONDALE	5/19/2023		\$ 3,911.00
157936	ROOF-RES	GUARDIAN ROOFING & CONST.	1128 HEMSTEAD	5/22/2023		\$ 27,000.00
157939	CURB	SCOTT HAWKINS	1710 WESTMINSTER	5/23/2023		
157953	ROOF-RES	A STEP ABOVE ROOFING INC	1120 FENWICK	5/25/2023		\$ 14,000.00
157956	FENCE-RES	D & M STEEL MANUFACTURING INC	1801 GUILFORD	5/30/2023		\$ 40,000.00
157957	FENCE-RES	ANNA COVINGTON	1823 DORCHESTER DR	5/30/2023		\$ 8,000.00
157958	ROOF-RES	BASEY'S CONSTRUCTION	1701 DORCHESTER DR	5/30/2023		\$ 18,265.00
157962	FENCE-RES	LIBERTY LAWN MAINTENANCE	1728 DORCHESTER DR	5/31/2023		\$ 15,000.00
157963	BR-ACC	MERRITT SEALING CO	1502 BUTTRAM	5/31/2023		\$ 50,000.00

Risk Manager Report May 2023

There were no injuries this month. The employee who suffered frost bite last December was released MMI (Max Medical Improvement).

There was one (1) drug screening conducted in May. One (1) public works employee was tested.

There was no safety meeting this month because of the health insurance meeting.

Park Inspections were completed on Woods, Kite and Davis Park. No issues found.

I had a meeting with the fire chief and police chief concerning risk assessments for active shooter training. We also had a meeting with several managers at Trader Joes to get an idea of what active shooter training they have conducted with their employees as well as other identified hazards. This was a very productive meeting that helped both the city and trader joes have a better understanding of safety and security. I also did a risk assessment for Kite Park specifically for the fourth of July parade since it is coming up quickly. I plan on conducting at least one, possibly two (2) risk assessment every month at a different location until all potential hazard locations are covered.

There were four (4) new AED (Automated External Defibrillators) installed in different areas of city hall and public works this month. AEDs are portable medical devices that analyze a person's heart rhythm during cardiac arrest, and, if necessary, deliver a shock to help the heart re-establish a correct heart rhythm. All employees have or will have training on how to use the AED machines.

I conducted a new employee safety orientation for a new fire fighter. Training consisted of the Hazard Communication Program where employees are shown where Safety Data Sheets for the chemicals they will be using are located; Explain and review the (EOP) Emergency Operation Plan for their department and make sure they know where to meet after evacuation and location of storm shelters; Explain and review the use of Personal Protective Equipment (PPE) by ensuring they know how to wear all their issued PPE and explain that they will receive special training on equipment before they can operate the equipment; Professional Conduct (Sexual Harassment) video and explain, discuss common issues and policy and procedures dealing with sexual harassment in the workplace; Bloodborne Pathogens training; Accident/Incident reporting procedures; Safety Manual, making sure the employee is shown the safety manual and where to find it in their department.

There was a vandalism/theft that occurred at public works where the perpetrator broke into the chain link fence located on the NW side of the fence and stole a utility trailer located in the yard. This area was only secured by a chain lock at the time. A claim was submitted to the city's insurance carrier for the damages and stolen trailer. Damages are estimated at \$850 for the fence and \$5,650 for the stolen trailer. We do have a \$1000 deductible on each claim.

OMAG reimbursed our deductible of \$500.00 from OG&E for damages from a utility light pole on a city vehicle.

I set up training for public works through LTAP (Oklahoma Local Technical Assistance Program) for Excavation Safety (Roads Scholar Program). This class helps employees be aware of the dangers inherent with trenching and excavation. This enables them to identify and predict hazards and to take corrective measures to control them. After completion of the class, students are qualified to be named a Trench Competent Person by their employer. This training is open to other public works departments and will be held July 26, 2023 at the NH's fire training center.

ACCOUNT NUMBER	NAME	CLASS	SERVICE ADDRESS	STATUS	DATE OF SERVICE	XFER?
01-00435-01	I - ALBERT, VICTOR & KAREN	RES	6630 AVONDALE	ACTIVE	5/15/2023	
04-00022-07	I - BOLDING, JEFF	RES	1114 SHERWOOD C-2	ACTIVE	5/05/2023	
01-00181-16	E - CHURCHILL- BROWN	RES	1107 BELFORD	ACTIVE	5/22/2023	
02-00772-01	I - DARR, KATHERINE	RES	1815 DRAKESTONE	ACTIVE	5/16/2023	
02-00284-20	I - DELIGANS, RYAN	RES	6415 PENNSYLVANIA	ACTIVE	5/11/2023	
01-00150-04	I - DUTCHER, MARY	RES	1118 MARLBORO	ACTIVE	5/26/2023	
01-00344-02	I - EVANS, TERRY	RES	1300 LARCHMONT	ACTIVE	5/18/2023	
01-00197-14	I - GIBBINS, AVERIE	RES	1127 GLENWOOD	ACTIVE	5/01/2023	
02-00442-05	E - HOMEWORK PROPERTY MGMT	RES	1720 HUNTINGTON	ACTIVE	5/01/2023	
02-00566-01	E - JCM ENTERPRISES LLC	RES	1819 GUILFORD	ACTIVE	5/15/2023	
01-00147-09	E - LE NORMAN RESIDENTIAL LLC	RES	1112 MARLBORO	ACTIVE	5/17/2023	
01-00385-11	I - MEYERS, SANDRA	RES	6511 AVONDALE	ACTIVE	5/03/2023	
01-00663-01	I - MILLER, KELLY	RES	7203 NICHOLS	ACTIVE	5/08/2023	
01-00171-15	E - OKC INVESTMENTS MGMT., CO LLC	RES	1116 BELFORD	ACTIVE	5/23/2023	
01-00171-18	I - OLGINE, MELISSA	RES	1116 BELFORD	DISCONNECT	5/23/2023	
02-00795-10	I - PHILBRICK, BENNETT	RES	1820 WESTMINSTER	ACTIVE	5/15/2023	
01-00879-03	I - PRICE, BRETT	RES	1624 WESTMINSTER	ACTIVE	5/01/2023	
01-00149-07	I - RUGHANI, ANKUR	RES	1116 MARLBORO	ACTIVE	5/11/2023	
01-00150-05	E - S BENDISCH PROPERTIES TRUST	RES	1118 MARLBORO	FINAL	5/12/2023	
01-00568-02	I - SLAWSON, LINDA SUE	RES	6809 GRAND	ACTIVE	5/13/2023	
02-00827-10	I - SURRITTE, JACOB	RES	1709 WESTMINSTER	ACTIVE	5/24/2023	

** TOTAL PRINTED 21 **

STATUS: All

CONFIDENTIALS PRINTED: NO

RANGE OF START DATES: 5/01/2023 THRU 5/31/2023

TRANSFERS INCLUDED: NO

LAST BILL DATE: 0/00/0000 THRU 99/99/9999

PRINT MAILING ADDR: NO

4.f.a

TOTALS BY CUSTOMER CLASS		
<u>CLASS</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
RES	RESIDENTIAL	21
	CLASS TOTAL:	21

TOTALS BY RATE TABLE			
<u>SERVICE</u>	<u>RATE</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>

SELECTION CRITERIA

4.f.a

REPORT SELECTIONS:

REPORT SEQUENCE: Account Name
ACCOUNT STATUS: All
CUSTOMER CLASS: All
SERV/TBL: All
INCLUDE TRANSFER: NO
INCLUDE CONFIDENTIAL: NO

INFORMATION INCLUDED:

MAILING ADDRES: NO
COMMENT CODES: None

CUSTOMER DATES:

START DATE: 5/01/2023 THRU 5/31/2023
LAST BILL DATE: 0/00/0000 THRU 99/99/9999

** END OF REPORT **

CITY OF NICHOLS HILLS
TREASURER'S REPORT - INVESTMENT SCHEDULE
May 31, 2023

MATURITY DATE	DEPOSITORY BANK	COST BASIS	MATURITY VALUE	YIELD TO MATURITY	DAYS INVESTED
Operations					
Operating Acct (Avg Balance)	BancFirst	8,004,924.96	8,004,924.96		
NICHOLS HILLS GENERAL FUND					
06/13/24	Midfirst	1,000,000.00	1,046,425.56	4.64%	427
06/15/23	Midfirst	1,100,000.00	1,130,428.72	4.59%	217
01/11/24	Midfirst	1,200,000.00	1,245,366.99	4.98%	273
		<u>3,300,000.00</u>	<u>3,422,221.27</u>		
NICHOLS HILLS GENERAL FUND - CIP					
01/11/24	Midfirst	700,000.00	735,286.30	4.75%	427
09/14/23	TREASURY BILL	722,677.00	750,000.00	3.84%	356
06/15/23	TREASURY BILL	438,950.63	450,000.00	4.43%	217
06/12/25	Midfirst	650,000.00	675,602.25	3.95%	701
		<u>2,511,627.63</u>	<u>2,610,888.55</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY					
09/14/23	Midfirst	850,000.00	884,759.57	4.75%	308
01/11/24	Midfirst	700,000.00	726,464.08	4.98%	273
		<u>1,550,000.00</u>	<u>1,611,223.65</u>		
NICHOLS HILLS MUNICIPAL AUTHORITY - CIP					
09/14/23	TREASURY BILL	490,064.15	500,000.00	4.85%	153
06/13/24	Midfirst	600,000.00	627,840.00	4.64%	427
		<u>1,090,064.15</u>	<u>1,127,840.00</u>		
SINKING FUND					
06/26/23	Midfirst	400,000.00	407,024.75	1.78%	438
06/26/23	Midfirst	255,000.00	262,958.47	3.95%	284
06/27/23	First Fidelity	1,600,000.00	1,631,814.14	4.32%	168
06/27/23	First Fidelity	1,350,000.00	1,376,843.18	4.32%	168
06/27/23	TREASURY BILL	1,327,439.73	1,340,000.00	4.67%	74
		<u>4,932,439.73</u>	<u>5,018,640.54</u>		
GENERAL OBLIGATION BOND OF 2023					
06/15/23	Valliance	1,200,000.00	1,219,335.45	3.77%	156
09/14/23	Midfirst	800,000.00	825,824.35	4.79%	248
11/30/23	TREASURY BILL	1,632,374.00	1,700,000.00	4.62%	326
12/28/23	TREASURY BILL	908,664.44	950,000.00	4.67%	353
06/13/24	Midfirst	1,000,000.00	1,047,142.16	4.71%	521
04/11/24	Midfirst	2,000,000.00	2,094,284.32	4.71%	458
		<u>7,541,038.44</u>	<u>7,836,586.28</u>		
GENERAL OBLIGATION BOND OF 2021					
09/15/23	TREASURY BILL	963,569.33	1,000,000.00	3.84%	356
09/14/23	TREASURY BILL	784,020.00	800,000.00	4.88%	153
11/16/23	Midfirst	600,000.00	623,632.85	3.95%	427
06/15/23	TREASURY BILL	634,039.79	650,000.00	4.30%	217
11/16/23	Midfirst	300,000.00	308,972.15	4.98%	217
		<u>3,281,629.12</u>	<u>3,382,605.00</u>		
GENERAL OBLIGATION BOND OF 2022					
11/16/23	Midfirst	1,200,000.00	1,247,265.70	3.95%	427
06/15/23	TREASURY BILL	829,128.95	850,000.00	4.30%	217
09/14/23	Midfirst	900,000.00	936,804.25	4.75%	308
		<u>2,929,128.95</u>	<u>3,034,069.95</u>		
SOURCE		COST	MATURITY	% of Total	Margin
BANCFIRST		8,004,924.96	8,004,924.96	22.78%	147.7%
MIDFIRST BANK		14,255,000.00	14,826,082.47	40.57%	111.0%
TREASURY BILL		8,730,928.02	8,990,000.00	24.85%	
FIRST FIDELITY BANK		2,950,000.00	3,008,657.32	8.39%	219.220%
VALLIANCE BANK		1,200,000.00	1,219,335.45	3.41%	110.0%
TOTAL INVESTED		<u>\$ 35,140,852.98</u>	<u>\$ 36,049,000.20</u>	100.00%	

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-00-10050	Cash in Bank - Flex Account	23,546.10
01-00-10099	Claim on Cash	2,171,589.56
01-00-10100	Cash - Municipal Court	1,708.35
01-00-11000	T-Bills and CD's	3,300,000.00
01-00-11100	Interest Receivables	3,069.16
01-00-11600	Other Receivables	1,210,802.00
01-00-11650	Health Ins - Retirees & Cobra	5,044.04
01-00-11700	Beverage Tax Receivable	936.00
01-00-11800	Sales Tax Receivable	813,856.00
01-00-11900	Franchise Fee Receivable	49,754.00
01-00-12000	Utilities Receivable	85,236.81
01-00-13799	Due To/From Flex Spending	8,430.29
01-00-13800	Allowance for Court Receivable	(1,031,320.00)
01-00-14000	Deposit with Third Party Admin	32,285.00
01-00-17000	Lease Receivable	<u>301,328.00</u>
		<u>6,976,265.31</u>
TOTAL ASSETS		6,976,265.31
		=====
LIABILITIES		
=====		
01-00-30090	Due to Collection agency	168.00
01-00-30099	A/P Due to Pooled Cash	311,217.88
01-00-30700	Deferred Interest Income	3,069.16
01-00-32050	Cleet Payable	1,540.35
01-00-33300	Deferred Fine Revenue	161,030.00
01-00-34300	Bonds held in reserve - Banner	6,900.00
01-00-34325	DEPOSIT-FIRE HYDRANT METERS	1,055.44
01-00-36500	Deferred inflow - leases	301,328.00
01-00-37176	Retainage Payable	<u>126,751.00</u>
TOTAL LIABILITIES		<u>913,059.83</u>
EQUITY		
=====		
01-00-50100	Nonspendable Fund Balance	32,285.00
01-00-57050	Assigned - Economic Developmen	500,000.00
01-00-57070	Assigned - Other	854,812.02
01-00-57071	Assigned - art in parks	25,000.00
01-00-59000	Unassigned Fund Balance	<u>3,936,080.18</u>
TOTAL BEGINNING EQUITY		5,348,177.20
TOTAL REVENUE		11,163,904.67
TOTAL EXPENDITURES		<u>10,448,876.39</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		715,028.28
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>6,063,205.48</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		6,976,265.31
		=====

02 -Street & Alley

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
02-00-10099	Claim on Cash	236,360.45
02-00-14900	Due from other Governments	<u>1,735.00</u>
		<u>238,095.45</u>
TOTAL ASSETS		238,095.45
		=====
LIABILITIES		
=====		
EQUITY		
=====		
02-00-51090	Restricted Fund Bal-Streets	191,315.41
02-00-57090	Assigned Fund Balance-Streets	<u>7,166.00</u>
	TOTAL BEGINNING EQUITY	198,481.41
TOTAL REVENUE		<u>39,614.04</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		39,614.04
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>238,095.45</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		238,095.45
		=====

03 -Designated Fds-Fire & Gen

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
03-00-10099	Claim on Cash	<u>1,585.23</u>	<u>1,585.23</u>
TOTAL ASSETS			1,585.23
			=====
LIABILITIES			
=====			
EQUITY			
=====			
03-00-51050	Restricted Fund Bal-Donations	<u>1,976.52</u>	
TOTAL BEGINNING EQUITY		1,976.52	
TOTAL REVENUE		726.34	
TOTAL EXPENDITURES		<u>1,117.63</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(391.29)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,585.23</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,585.23
			=====

04 -Designated Funds-Police

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
04-00-10099	Claim on Cash	<u>48,956.16</u>	<u>48,956.16</u>
TOTAL ASSETS			48,956.16
			=====
LIABILITIES			
=====			
EQUITY			
=====			
04-00-51050	Restricted Fund Bal-Donations	<u>74,055.68</u>	
TOTAL BEGINNING EQUITY		74,055.68	
TOTAL REVENUE		4,004.70	
TOTAL EXPENDITURES		<u>29,104.22</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(25,099.52)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>48,956.16</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			48,956.16
			=====

05 -Designated Funds-PW

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
05-00-10099	Claim on Cash	<u>2,249.70</u>	<u>2,249.70</u>
TOTAL ASSETS			2,249.70
LIABILITIES			
=====			
EQUITY			
=====			
05-00-51050	Restricted Fund Bal-Donations	<u>1,969.66</u>	
TOTAL BEGINNING EQUITY		1,969.66	
TOTAL REVENUE		<u>280.04</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		280.04	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,249.70</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,249.70

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
06-00-10099	Claim on Cash	1,015,400.04
06-00-11000	T-Bills and CD's	1,550,000.00
06-00-11100	Interest Receivable	1,428.58
06-00-12150	Utility Receivable	446,687.30
06-00-13900	Unbilled Receivable	244,904.00
06-00-14800	Allowance for Doubtful Account	(24,777.93)
06-00-14850	Bad Debt Receivable	26,694.80
06-00-15000	Deferred outflow of resources	62,752.00
06-00-15500	Deferred Outflow - OPEB	16,492.00
06-00-20000	Fixed Assets	45,809,619.03
06-00-20100	Accumulated Depreciation	(29,125,629.89)
06-00-21000	Land	207,742.00
06-00-21500	Construction in Progress	<u>764,665.06</u>
		<u>20,995,976.99</u>
TOTAL ASSETS		20,995,976.99
		=====
LIABILITIES		
=====		
06-00-30050	Net pension asset	(635,211.00)
06-00-30090	Payable - Collection AgencyFee	5,770.33
06-00-30099	A/P Due to Pooled Cash	118,049.10
06-00-31800	Comp Absent Payable	4,267.02
06-00-31890	Compensated Absences - Long Te	38,405.00
06-00-34000	City of NH - Garbage	85,236.81
06-00-34100	Unearned Rev (Unapplied Credit	16,269.36
06-00-34150	Utility Refunds	39.69
06-00-34325	Deposit - Fire Hydrant Meter	1,000.00
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	1,039.75
06-00-34900	Notes Payable - Current Portio	867.00
06-00-35000	NOTES PAYABLE	15,303.00
06-00-38000	Deferred inflow of resources	372,798.00
06-00-38500	Deferred Inflow - OPEB	15,859.00
06-00-40100	OPEB Liability	<u>97,369.00</u>
TOTAL LIABILITIES		<u>137,062.06</u>
EQUITY		
=====		
06-00-50400	Net Investment-Capital Assets	17,640,226.00
06-00-52090	Unrestricted Fund Balance	<u>2,544,361.56</u>
TOTAL BEGINNING EQUITY		20,184,587.56
TOTAL REVENUE		4,965,191.90
TOTAL EXPENDITURES		<u>4,290,864.53</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		674,327.37
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>20,858,914.93</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		20,995,976.99
		=====

Attachment: RG BALANCE SHEET - 5435 (6562 : 4 h Finance Director's Report)

07 -General Fund - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
07-00-10099	Claim on Cash	530,428.47
07-00-11000	T-Bills and CD's	2,511,627.63
07-00-11100	Interest Receivable	<u>4,588.89</u>
		<u>3,046,644.99</u>
TOTAL ASSETS		3,046,644.99
		=====
LIABILITIES		
=====		
07-00-30099	A/P Due to Pooled Cash	290,129.71
07-00-30700	Deferred Interest Income	<u>4,588.89</u>
	TOTAL LIABILITIES	<u>294,718.60</u>
EQUITY		
=====		
07-00-57100	Assigned Fund Bal-Capital Imps	<u>2,812,299.01</u>
	TOTAL BEGINNING EQUITY	2,812,299.01
TOTAL REVENUE		637,751.47
TOTAL EXPENDITURES		<u>698,124.09</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(60,372.62)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,751,926.39</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,046,644.99
		=====

08 -Sinking Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
08-00-10000	Cash - Sinking Fund	194,699.42
08-00-11000	T-Bills and CD's	4,932,439.73
08-00-11100	Interest Receivable	2,323.49
08-00-14900	Due from other Governments	<u>108,746.00</u>
		<u>5,238,208.64</u>
TOTAL ASSETS		5,238,208.64
		=====
LIABILITIES		
=====		
08-00-30700	Deferred Interest Income	2,323.08
08-00-30701	Deferred Income	<u>71,806.00</u>
	TOTAL LIABILITIES	<u>74,129.08</u>
EQUITY		
=====		
08-00-51030	Restricted Fund Bal-Debt Srv	<u>1,027,843.55</u>
	TOTAL BEGINNING EQUITY	1,027,843.55
	TOTAL REVENUE	4,554,084.67
	TOTAL EXPENDITURES	<u>417,848.66</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	4,136,236.01
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>5,164,079.56</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	5,238,208.64
		=====

09 -Meter Deposits

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
09-00-10099	Claim on Cash	<u>27,760.00</u>
		<u>27,760.00</u>
	TOTAL ASSETS	27,760.00
		=====
LIABILITIES		
=====		
09-00-36100	Reserve for Meter Deposits	<u>27,760.00</u>
	TOTAL LIABILITIES	<u>27,760.00</u>
EQUITY		
=====		
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	27,760.00
		=====

10 -911 Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
10-00-10099	Claim on Cash	69,704.18	
10-00-11600	Other Receivables	<u>729.00</u>	
			<u>70,433.18</u>
TOTAL ASSETS			70,433.18
			=====
LIABILITIES			
=====			
EQUITY			
=====			
10-00-51070	Restricted Fd Bal-Public Safet	<u>59,830.07</u>	
TOTAL BEGINNING EQUITY		59,830.07	
TOTAL REVENUE		<u>10,603.11</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		10,603.11	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>70,433.18</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			70,433.18
			=====

11 -Impound Fee Police Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
11-00-10099	Claim on Cash	<u>33,865.08</u>	
			<u>33,865.08</u>
TOTAL ASSETS			33,865.08
			=====
LIABILITIES			
=====			
EQUITY			
=====			
11-00-51075	Restricted Fd Bal - Police Imp	<u>28,180.10</u>	
TOTAL BEGINNING EQUITY		28,180.10	
TOTAL REVENUE		<u>5,684.98</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		5,684.98	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>33,865.08</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			33,865.08
			=====

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
13-00-10099	Claim on Cash	741,042.04
13-00-11000	T-Bills and CD's	1,090,064.15
13-00-11100	Interest Receivable	<u>1,839.99</u>
		<u>1,832,946.18</u>
TOTAL ASSETS		1,832,946.18
		=====
LIABILITIES		
=====		
13-00-30099	A/P Due to Pooled Cash	<u>245,781.31</u>
	TOTAL LIABILITIES	<u>245,781.31</u>
EQUITY		
=====		
13-00-57100	Fund Bal-Capital Improvements	<u>1,947,081.70</u>
	TOTAL BEGINNING EQUITY	1,947,081.70
TOTAL REVENUE		126,813.98
TOTAL EXPENDITURES		<u>486,730.81</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(359,916.83)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,587,164.87</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,832,946.18
		=====

14 -Water Impact Fees Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
14-00-10099	Claim on Cash	<u>140,584.82</u>	
			<u>140,584.82</u>
TOTAL ASSETS			140,584.82
			=====
LIABILITIES			
=====			
EQUITY			
=====			
14-00-50300	Restricted Fund Balance	<u>126,050.25</u>	
TOTAL BEGINNING EQUITY		126,050.25	
TOTAL REVENUE		<u>14,534.57</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		14,534.57	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>140,584.82</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			140,584.82
			=====

15 -Sewer Impact Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
15-00-10099	Claim on Cash	<u>94,760.05</u>	
			<u>94,760.05</u>
TOTAL ASSETS			94,760.05
			=====
LIABILITIES			
=====			
EQUITY			
=====			
15-00-50300	Restricted Fund Balance	<u>83,128.26</u>	
TOTAL BEGINNING EQUITY		83,128.26	
TOTAL REVENUE		<u>11,631.79</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		11,631.79	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>94,760.05</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			94,760.05
			=====

17 -Drainage Fee Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
17-00-10099	Claim on Cash	206,852.38
17-00-12000	Utility Receivables	5,346.83
17-00-13900	Unbilled Receivable	1,630.00
17-00-14850	Bad Debt Receivable	<u>68.64</u>
		<u>213,897.85</u>
TOTAL ASSETS		213,897.85
		=====
LIABILITIES		
=====		
EQUITY		
=====		
17-00-50300	Restricted Fund Balance	<u>147,393.53</u>
TOTAL BEGINNING EQUITY		147,393.53
TOTAL REVENUE		<u>66,504.32</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		66,504.32
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>213,897.85</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		213,897.85
		=====

18 -Health Insurance Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
18-00-10050	Cash - Health Insurance	<u>191,638.55</u>	
			<u>191,638.55</u>
	TOTAL ASSETS		191,638.55
			=====
LIABILITIES			
=====			
18-00-30090	Claims Payable	79,545.00	
18-00-30099	A/P Due to Pooled Cash	<u>4,250.00</u>	
	TOTAL LIABILITIES		<u>83,795.00</u>
EQUITY			
=====			
18-00-57090	Assigned Fund Balance	<u>52,240.19</u>	
	TOTAL BEGINNING EQUITY		52,240.19
	TOTAL REVENUE	1,034,556.40	
	TOTAL EXPENDITURES	<u>978,953.04</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	55,603.36	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>107,843.55</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		191,638.55
			=====

20 -Designated Funds-Parks

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
20-00-10099	Claim on Cash	432,627.34	
20-00-11100	Interest Receivable	<u>1,334.00</u>	
			<u>433,961.34</u>
TOTAL ASSETS			433,961.34
			=====
LIABILITIES			
=====			
20-00-30099	A/P Due to Pooled Cash	80,083.35	
20-00-30700	Deferred Interest Income	1,334.00	
20-00-37176	Retainage Payable	<u>9,184.00</u>	
	TOTAL LIABILITIES		<u>90,601.35</u>
EQUITY			
=====			
20-00-51050	Restricted Fund Bal - Donation	<u>1,047,245.01</u>	
	TOTAL BEGINNING EQUITY		1,047,245.01
TOTAL REVENUE		20,920.23	
TOTAL EXPENDITURES		<u>724,805.25</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(703,885.02)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>343,359.99</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			433,961.34
			=====

80 -General Obligation Bonds

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
80-00-10891	Cash - 2020 GO Bd Series	158,089.79
80-00-10892	Cash - 2021 GO Bond Series	297,402.21
80-00-10893	Cash - 2022 GO Bond Series	955,600.88
80-00-10894	Cash - 2023 GO Bd Series	314,300.06
80-00-11092	T-bills and CD's - Series 2021	3,281,629.12
80-00-11093	T-bills and CD's - Series 2022	2,929,128.95
80-00-11094	T-bills and CD's - 2023	7,541,038.44
80-00-11192	Interest Rec - 2022 GO Bd Seri	<u>19,414.00</u>
		<u>15,496,603.45</u>
TOTAL ASSETS		15,496,603.45
		=====
LIABILITIES		
=====		
80-00-30099	A/P Due to Pooled Cash	383,278.32
80-00-30792	Deferred Int Income - 2022	19,414.00
80-00-37176	Retainage Payable	<u>23,751.00</u>
	TOTAL LIABILITIES	<u>426,443.32</u>
EQUITY		
=====		
80-00-50100	FUND BALANCE	<u>12,932,152.76</u>
	TOTAL BEGINNING EQUITY	12,932,152.76
TOTAL REVENUE		8,822,572.49
TOTAL EXPENDITURES		<u>6,684,565.12</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,138,007.37
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>15,070,160.13</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		15,496,603.45
		=====

99 -Pooled Cash

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
99-00-10090	Pooled Cash - Meter Deposits	893,030.03
99-00-10099	Pooled Cash	4,861,999.89
99-00-12001	Due from General Fund	311,217.88
99-00-12006	Due from Municipal Authority	118,049.10
99-00-12007	Due from GF - CIP	290,129.71
99-00-12013	Due from NHMA - CIP	245,781.31
99-00-12018	Due from Health Insurance	4,250.00
99-00-12020	Due from Designated Fund-Parks	80,083.35
99-00-12080	Due from GO Bonds	<u>383,278.32</u>
		<u>7,187,819.59</u>
TOTAL ASSETS		7,187,819.59
		=====
LIABILITIES		
=====		
99-00-30099	Accounts Payable	1,432,789.67
99-00-37099	Due to other Funds	<u>5,755,029.92</u>
	TOTAL LIABILITIES	<u>7,187,819.59</u>
EQUITY		
=====		
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		7,187,819.59
		=====

01 -General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>11,281,873</u>	<u>930,418.65</u>	<u>11,163,904.67</u>	<u>0.00</u>	<u>117,968.69</u>	<u>1.05</u>
TOTAL REVENUES	11,281,873	930,418.65	11,163,904.67	0.00	117,968.69	1.05
<u>EXPENDITURE SUMMARY</u>						
City Council	785	64.59	717.69	0.00	67.31	8.57
Administration	709,705	68,262.73	721,002.24	220.00 (	11,517.40)	1.62-
City Treasurer	1,307	107.65	1,196.15	0.00	110.85	8.48
City Attorney	200,000	18,986.00	269,227.78	0.00 (	69,227.78)	34.61-
Municipal Court	123,548	8,895.16	113,945.63	125.00	9,476.98	7.67
Police Department	3,014,391	222,163.24	2,674,245.15	186.83	339,959.41	11.28
Fire Department	2,278,573	183,075.04	2,103,366.75	474.22	174,732.07	7.67
City Engineer	90,000	19,897.60	242,449.48	11,698.67 (	164,148.15)	182.39-
Street Department	389,728	37,944.54	385,147.42	9,525.08 (	4,944.43)	1.27-
Sanitation	1,005,778	94,487.69	935,854.21	2,499.00	67,424.72	6.70
Parks Department	258,167	751.73	211,737.36	0.00	46,429.64	17.98
Public Works Admin	281,014	29,506.54	242,060.05	0.00	38,953.90	13.86
General Government	1,826,078	43,248.46	1,518,592.02	338,207.38 (	30,721.40)	1.68-
Code Department	413,274	34,850.35	386,970.59	9,500.00	16,803.36	4.07
Risk Manager	205,445	14,087.36	197,940.86	13,134.75 (	5,630.84)	2.74-
Information Systems Mgr	<u>484,077</u>	<u>42,917.06</u>	<u>444,423.01</u>	<u>3,261.15</u>	<u>36,392.65</u>	<u>7.52</u>
TOTAL EXPENDITURES	11,281,869	819,245.74	10,448,876.39	388,832.08	444,160.89	3.94
REVENUE OVER/ (UNDER) EXPENDITURES	4	111,172.91	715,028.28 (	388,832.08) (	326,192.20)	4,805.00-

01 -General Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>General Sales Tax</u>						
01-00-70250 Sales Tax	5,218,905	457,456.76	5,147,805.46	0.00	71,099.54	1.36
01-00-70350 Use Tax Revenue	849,726	81,151.86	958,052.99	0.00 (	108,326.99)	12.75-
01-00-70450 Tobacco Tax Revenue	<u>41,153</u>	<u>3,016.81</u>	<u>34,990.65</u>	<u>0.00</u>	<u>6,162.35</u>	<u>14.97</u>
TOTAL General Sales Tax	6,109,784	541,625.43	6,140,849.10	0.00 (	31,065.10)	0.51-
<u>Miscellaneous Taxes</u>						
01-00-71550 Franchise Tax	<u>330,658</u>	<u>41,909.56</u>	<u>376,125.78</u>	<u>0.00</u> (	<u>45,467.78)</u>	<u>13.75-</u>
TOTAL Miscellaneous Taxes	330,658	41,909.56	376,125.78	0.00 (	45,467.78)	13.75-
<u>Licenses and Permits</u>						
01-00-72050 Building Permits	117,060	12,210.95	99,975.70	0.00	17,084.30	14.59
01-00-72075 Plumbing Permits	46,584	2,768.00	29,967.00	0.00	16,617.00	35.67
01-00-72100 Electrical Permits	38,431	2,500.00	25,289.50	0.00	13,141.50	34.20
01-00-72125 Roof Permits	2,204	255.00	1,545.00	0.00	659.00	29.90
01-00-72150 Drive/Drain Permits - Tree	8,563	690.00	8,560.00	0.00	3.00	0.04
01-00-72175 Food Vendor Permits	76	0.00	90.00	0.00 (	14.00)	18.42-
01-00-72200 Garage Sale Permits	557	40.00	500.00	0.00	57.00	10.23
01-00-72300 Plumbing Licenses	22,578	2,425.00	23,475.00	0.00 (	897.00)	3.97-
01-00-72325 Electric Licenses	11,622	1,250.00	11,850.00	0.00 (	228.00)	1.96-
01-00-72350 General Contractor Registra	20,900	1,575.00	19,875.00	0.00	1,025.00	4.90
01-00-72355 SUB-CONTRACTOR REGISTRATION	0	0.00	450.00	0.00 (	450.00)	0.00
01-00-72399 Inspections	0	2,670.00	30,625.00	0.00 (	30,625.00)	0.00
01-00-72400 Alcohol Licenses	9,703	0.00	8,665.00	0.00	1,038.00	10.70
01-00-72800 Dog/Cat Licenses	<u>557</u>	<u>25.00</u>	<u>300.00</u>	<u>0.00</u>	<u>257.00</u>	<u>46.14</u>
TOTAL Licenses and Permits	278,835	26,408.95	261,167.20	0.00	17,667.80	6.34
<u>Intergovernmental</u>						
01-00-73250 Alcohol Tax	10,072	916.53	9,548.00	0.00	524.00	5.20
01-00-73500 P.D. Vest Grant	0	0.00	846.01	0.00 (	846.01)	0.00
01-00-73900 FEMA Reimbursement	<u>343,896</u>	<u>0.00</u>	<u>511,944.27</u>	<u>0.00</u> (	<u>168,048.27)</u>	<u>48.87-</u>
TOTAL Intergovernmental	353,968	916.53	522,338.28	0.00 (	168,370.28)	47.57-
<u>Charges for Services</u>						
01-00-74200 Garbage	894,330	77,846.10	862,978.46	0.00	31,351.54	3.51
01-00-74500 Garbage - Commercial	108,656	10,981.49	118,891.76	0.00 (	10,235.76)	9.42-
01-00-74700 Solid Waste Fee	5,011	438.74	4,835.48	0.00	175.52	3.50
01-00-74850 Ambulance Fees	58,223	5,110.24	56,278.51	0.00	1,944.49	3.34
01-00-74950 Life and Safety	<u>1,053</u>	<u>175.00</u>	<u>175.00</u>	<u>0.00</u>	<u>878.00</u>	<u>83.38</u>
TOTAL Charges for Services	1,067,273	94,551.57	1,043,159.21	0.00	24,113.79	2.26
<u>Fines & Forfeits</u>						
01-00-76300 Police Fines	<u>114,391</u>	<u>8,631.77</u>	<u>110,905.03</u>	<u>0.00</u>	<u>3,485.97</u>	<u>3.05</u>
TOTAL Fines & Forfeits	114,391	8,631.77	110,905.03	0.00	3,485.97	3.05

01 -General Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Investment Earnings</u>						
01-00-78500 Interest Income	<u>11,931</u>	<u>10,008.68</u>	<u>136,220.71</u>	<u>0.00</u>	(<u>124,289.71</u>)	1,041.74-
TOTAL Investment Earnings	11,931	10,008.68	136,220.71	0.00	(124,289.71)	1,041.74-
<u>Miscellaneous Revenue</u>						
01-00-79500 Leases	290,370	0.00	265,345.45	0.00	25,024.55	8.62
01-00-79550 Misc. Income	122,462	7,235.79	117,235.67	0.00	5,226.33	4.27
01-00-79575 Royalty Revenue	<u>0</u>	<u>59.45</u>	<u>778.12</u>	<u>0.00</u>	(<u>778.12</u>)	<u>0.00</u>
TOTAL Miscellaneous Revenue	412,832	7,295.24	383,359.24	0.00	29,472.76	7.14
<u>Fund Balance Carryover</u>						
01-00-79800 Carryover	<u>213,350</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>213,350.36</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	213,350	0.00	0.00	0.00	213,350.36	100.00
<u>Transfers</u>						
01-00-79900 Leasehold Transfer	<u>2,388,851</u>	<u>199,070.92</u>	<u>2,189,780.12</u>	<u>0.00</u>	<u>199,070.88</u>	<u>8.33</u>
TOTAL Transfers	<u>2,388,851</u>	<u>199,070.92</u>	<u>2,189,780.12</u>	<u>0.00</u>	<u>199,070.88</u>	<u>8.33</u>
TOTAL Revenues	11,281,873	930,418.65	11,163,904.67	0.00	117,968.69	1.05
TOTAL REVENUE	11,281,873	930,418.65	11,163,904.67	0.00	117,968.69	1.05

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>City Council</u>						
=====						
<u>Personnel Services</u>						
01-01-80100 Salary	720	60.00	660.00	0.00	60.00	8.33
01-01-80300 FICA/Medicare	55	4.59	50.49	0.00	4.51	8.20
01-01-80700 Unemployment	<u>10</u>	<u>0.00</u>	<u>7.20</u>	<u>0.00</u>	<u>2.80</u>	<u>28.00</u>
TOTAL Personnel Services	785	64.59	717.69	0.00	67.31	8.57
TOTAL City Council	785	64.59	717.69	0.00	67.31	8.57
<u>Administration</u>						
=====						
<u>Personnel Services</u>						
01-02-80100 Salary	494,744	49,436.34	516,698.83	0.00 (	21,954.99)	4.44-
01-02-80300 FICA/Medicare	38,893	3,968.61	36,085.75	0.00	2,807.70	7.22
01-02-80400 Dental Insurance	1,800	129.18	1,420.93	0.00	379.07	21.06
01-02-80500 Health Insurance	55,221	4,193.01	44,935.12	0.00	10,285.88	18.63
01-02-80600 Worker's Comp	7,791	0.00	7,203.60	0.00	587.40	7.54
01-02-80700 Unemployment	800	0.00	1,028.00	0.00 (	228.00)	28.50-
01-02-80800 OMRP Pension	40,609	4,120.23	42,837.97	0.00 (	2,229.42)	5.49-
01-02-81400 Car Allowance	<u>18,800</u>	<u>2,066.67</u>	<u>19,733.37</u>	<u>0.00</u> (	<u>933.37</u>)	<u>4.96-</u>
TOTAL Personnel Services	658,658	63,914.04	669,943.57	0.00 (	11,285.73)	1.71-
<u>Material and Supplies</u>						
01-02-83000 Material & Supplies	<u>1,000</u>	<u>26.34</u>	<u>1,365.30</u>	<u>220.00</u> (	<u>585.30</u>)	<u>58.53-</u>
TOTAL Material and Supplies	1,000	26.34	1,365.30	220.00 (	585.30)	58.53-
<u>Other Services</u>						
01-02-84000 Equipment Maintenance	2,000	0.00	184.89	0.00	1,815.11	90.76
01-02-84300 Training & Membership	7,000	1,995.62	8,083.96	0.00 (	1,083.96)	15.49-
01-02-84400 Software Agreements	20,500	385.87	19,184.27	0.00	1,315.73	6.42
01-02-84700 Telephone	<u>5,200</u>	<u>661.94</u>	<u>8,172.13</u>	<u>0.00</u> (	<u>2,972.13</u>)	<u>57.16-</u>
TOTAL Other Services	34,700	3,043.43	35,625.25	0.00 (	925.25)	2.67-
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-02-99000 Transfer to CIP (Depreciati	<u>15,347</u>	<u>1,278.92</u>	<u>14,068.12</u>	<u>0.00</u>	<u>1,278.88</u>	<u>8.33</u>
TOTAL Transfers Out	15,347	1,278.92	14,068.12	0.00	1,278.88	8.33
TOTAL Administration	709,705	68,262.73	721,002.24	220.00 (	11,517.40)	1.62-

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Treasurer =====						
<u>Personnel Services</u>						
01-03-80100 Salary	1,200	100.00	1,100.00	0.00	100.00	8.33
01-03-80300 FICA/Medicare	92	7.65	84.15	0.00	7.85	8.53
01-03-80700 Unemployment	<u>15</u>	<u>0.00</u>	<u>12.00</u>	<u>0.00</u>	<u>3.00</u>	<u>20.00</u>
TOTAL Personnel Services	1,307	107.65	1,196.15	0.00	110.85	8.48
TOTAL City Treasurer						
	1,307	107.65	1,196.15	0.00	110.85	8.48
City Attorney =====						
<u>Other Services</u>						
01-04-87100 Legal Services	<u>200,000</u>	<u>18,986.00</u>	<u>269,227.78</u>	<u>0.00</u>	(<u>69,227.78</u>)	<u>34.61-</u>
TOTAL Other Services	200,000	18,986.00	269,227.78	0.00	(69,227.78)	34.61-
TOTAL City Attorney						
	200,000	18,986.00	269,227.78	0.00	(69,227.78)	34.61-
Municipal Court =====						
<u>Personnel Services</u>						
01-05-80100 Salary	84,683	6,880.92	78,983.97	0.00	5,699.17	6.73
01-05-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-05-80300 FICA/Medicare	6,465	526.39	6,042.28	0.00	422.34	6.53
01-05-80400 Dental Insurance	517	43.06	473.66	0.00	43.34	8.38
01-05-80500 Health Insurance	7,501	655.67	7,212.37	0.00	288.63	3.85
01-05-80600 Worker's Comp	2,597	0.00	2,401.20	0.00	195.80	7.54
01-05-80700 Unemployment	400	0.00	413.51	0.00	(13.51)	3.38-
01-05-80800 OMRP Pension	<u>5,560</u>	<u>450.48</u>	<u>5,154.13</u>	<u>0.00</u>	<u>405.72</u>	<u>7.30</u>
TOTAL Personnel Services	108,223	8,556.52	100,681.12	0.00	7,541.49	6.97
<u>Material and Supplies</u>						
01-05-83000 Material & Supplies	<u>1,000</u>	<u>0.00</u>	<u>244.56</u>	<u>0.00</u>	<u>755.44</u>	<u>75.54</u>
TOTAL Material and Supplies	1,000	0.00	244.56	0.00	755.44	75.54
<u>Other Services</u>						
01-05-84000 Equipment Maintenance	250	0.00	0.00	0.00	250.00	100.00
01-05-84300 Training & Membership	700	250.00	420.80	125.00	154.20	22.03
01-05-84400 Software Agreement	12,075	0.00	11,596.88	0.00	478.12	3.96
01-05-84700 Telephone	<u>1,300</u>	<u>88.64</u>	<u>1,002.27</u>	<u>0.00</u>	<u>297.73</u>	<u>22.90</u>
TOTAL Other Services	14,325	338.64	13,019.95	125.00	1,180.05	8.24

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Transfers Out</u>						
TOTAL Municipal Court	123,548	8,895.16	113,945.63	125.00	9,476.98	7.67
Police Department						
=====						
<u>Personnel Services</u>						
01-06-80100 Salary	1,886,714	143,865.41	1,692,287.25	0.00	194,427.10	10.31
01-06-80200 Overtime	12,000	239.68	16,018.37	0.00	(4,018.37)	33.49-
01-06-80300 FICA/Medicare	170,092	11,058.10	132,437.37	0.00	37,654.15	22.14
01-06-80400 Dental Insurance	11,820	990.38	10,516.67	0.00	1,303.33	11.03
01-06-80500 Health Insurance	315,227	25,317.78	271,987.36	0.00	43,239.64	13.72
01-06-80600 Worker's Comp	62,330	0.00	57,628.72	0.00	4,701.28	7.54
01-06-80700 Unemployment	4,500	0.00	6,345.26	0.00	(1,845.26)	41.01-
01-06-80800 OMRP Pension	31,340	2,388.15	31,042.40	0.00	297.22	0.95
01-06-81050 Police Pension	207,870	14,655.92	158,503.73	0.00	49,366.17	23.75
01-06-81100 Uniform Allowance	30,500	75.80	24,225.57	0.00	6,274.43	20.57
01-06-81200 Medical Exams	<u>2,500</u>	<u>0.00</u>	<u>1,785.00</u>	<u>0.00</u>	<u>715.00</u>	<u>28.60</u>
TOTAL Personnel Services	2,734,892	198,591.22	2,402,777.70	0.00	332,114.69	12.14
<u>Material and Supplies</u>						
01-06-83000 Material & Supplies	<u>7,000</u>	<u>503.05</u>	<u>6,039.52</u>	<u>157.97</u>	<u>802.51</u>	<u>11.46</u>
TOTAL Material and Supplies	7,000	503.05	6,039.52	157.97	802.51	11.46
<u>Other Services</u>						
01-06-84000 Equipment Maintenance	58,000	7,443.06	52,600.70	28.86	5,370.44	9.26
01-06-84100 Vehicle Maintenance	39,000	653.71	54,997.33	0.00	(15,997.33)	41.02-
01-06-84200 Building Maintenance	4,500	0.00	3,118.16	0.00	1,381.84	30.71
01-06-84300 Training & Membership	20,000	3,992.88	16,967.05	0.00	3,032.95	15.16
01-06-84600 Lease/Rental	6,500	0.00	0.00	0.00	6,500.00	100.00
01-06-84700 Telephone	23,000	2,648.75	20,722.09	0.00	2,277.91	9.90
01-06-84800 Utilities	2,000	88.31	1,972.05	0.00	27.95	1.40
01-06-84900 Fuel	20,000	0.00	24,539.83	0.00	(4,539.83)	22.70-
01-06-84950 EV Charging	0	159.01	559.20	0.00	(559.20)	0.00
01-06-85000 Janitorial Services	15,150	1,262.50	13,887.50	0.00	1,262.50	8.33
01-06-85300 Animal Control	<u>2,500</u>	<u>0.00</u>	<u>1,035.77</u>	<u>0.00</u>	<u>1,464.23</u>	<u>58.57</u>
TOTAL Other Services	190,650	16,248.22	190,399.68	28.86	221.46	0.12
<u>Transfers Out</u>						
01-06-99000 Transfer to CIP (Depreciat	<u>81,849</u>	<u>6,820.75</u>	<u>75,028.25</u>	<u>0.00</u>	<u>6,820.75</u>	<u>8.33</u>
TOTAL Transfers Out	81,849	6,820.75	75,028.25	0.00	6,820.75	8.33
TOTAL Police Department	3,014,391	222,163.24	2,674,245.15	186.83	339,959.41	11.28

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Fire Department

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Personnel Services

01-07-80100 Salary	1,415,745	106,176.38	1,238,478.10	0.00	177,266.77	12.52
01-07-80200 Overtime	50,000	17,988.64	127,051.28	0.00 (	77,051.28)	154.10-
01-07-80300 FICA/Medicare	20,676	1,800.42	19,969.80	0.00	706.05	3.41
01-07-80400 Dental Insurance	7,235	559.78	6,179.11	0.00	1,055.89	14.59
01-07-80500 Health Insurance	204,878	16,186.91	185,069.77	0.00	19,808.23	9.67
01-07-80600 Worker's Comp	36,359	0.00	33,616.76	0.00	2,742.24	7.54
01-07-80700 Unemployment	2,800	0.00	3,576.41	0.00 (	776.41)	27.73-
01-07-81000 Fire Pension	194,704	14,864.74	168,930.24	0.00	25,774.08	13.24
01-07-81100 Uniform Allowance	17,000	959.96	16,794.64	0.00	205.36	1.21
01-07-81200 Medical Exams	<u>8,400</u>	<u>48.00</u>	<u>3,168.00</u>	<u>0.00</u>	<u>5,232.00</u>	<u>62.29</u>
TOTAL Personnel Services	1,957,797	158,584.83	1,802,834.11	0.00	154,962.93	7.92

Material and Supplies

01-07-83000 Material & Supplies	<u>12,600</u>	<u>1,126.37</u>	<u>10,913.75</u>	<u>0.00</u>	<u>1,686.25</u>	<u>13.38</u>
TOTAL Material and Supplies	12,600	1,126.37	10,913.75	0.00	1,686.25	13.38

Other Services

01-07-84000 Equipment Maintenance	10,000	941.46	9,666.82	0.00	333.18	3.33
01-07-84100 Vehicle Maintenance	12,500	1,183.47	11,370.73	0.00	1,129.27	9.03
01-07-84200 Building Maintenance	15,000	145.00	17,177.97	0.00 (	2,177.97)	14.52-
01-07-84300 Training & Membership	15,500	1,079.43	14,294.57	474.22	731.21	4.72
01-07-84400 Membership	1,500	0.00	1,237.00	0.00	263.00	17.53
01-07-84500 Fire Department Publication	1,000	0.00	892.70	0.00	107.30	10.73
01-07-84600 Lease/Rental	1,500	0.00	516.16	0.00	983.84	65.59
01-07-84700 Telephone	9,200	749.60	7,545.21	0.00	1,654.79	17.99
01-07-84800 Utilities	3,500	88.31	1,972.04	0.00	1,527.96	43.66
01-07-84900 Fuel	7,650	0.00	7,860.62	0.00 (	210.62)	2.75-
01-07-85200 EMSA Subsidy	30,955	3,812.32	33,421.04	0.00 (	2,466.04)	7.97-
01-07-86850 Software Maintenance	<u>15,500</u>	<u>0.00</u>	<u>14,657.28</u>	<u>0.00</u>	<u>842.72</u>	<u>5.44</u>
TOTAL Other Services	123,805	7,999.59	120,612.14	474.22	2,718.64	2.20

Transfers Out

01-07-99000 Transfer to CIP (Depreciati	<u>184,371</u>	<u>15,364.25</u>	<u>169,006.75</u>	<u>0.00</u>	<u>15,364.25</u>	<u>8.33</u>
TOTAL Transfers Out	184,371	15,364.25	169,006.75	0.00	15,364.25	8.33

TOTAL Fire Department	2,278,573	183,075.04	2,103,366.75	474.22	174,732.07	7.67
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City Engineer

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Personnel Services

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01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-08-86075 Engineering Fees	90,000	19,897.60	242,449.48	11,698.67 (	164,148.15)	182.39-
TOTAL Other Services	90,000	19,897.60	242,449.48	11,698.67 (	164,148.15)	182.39-
TOTAL City Engineer						
	90,000	19,897.60	242,449.48	11,698.67 (	164,148.15)	182.39-
Street Department						
=====						
<u>Personnel Services</u>						
01-09-80100 Salary	149,074	16,393.16	149,345.73	0.00 (	271.41)	0.18-
01-09-80200 Overtime	1,800	339.82	1,455.41	0.00	344.59	19.14
01-09-80300 FICA/Medicare	11,621	1,297.29	11,691.24	0.00 (	70.04)	0.60-
01-09-80400 Dental Insurance	1,628	172.24	1,270.27	0.00	357.73	21.97
01-09-80500 Health Insurance	34,641	3,542.43	29,134.74	0.00	5,506.26	15.90
01-09-80600 Worker's Comp	5,194	0.00	4,802.40	0.00	391.60	7.54
01-09-80700 Unemployment	873	0.00	703.14	0.00	169.86	19.46
01-09-80800 OMRP Pension	12,278	1,356.63	12,131.96	0.00	145.59	1.19
01-09-80900 Stand By Pay	2,600	225.00	2,025.00	0.00	575.00	22.12
01-09-81100 Uniform Allowance	3,766	517.45	3,772.32	874.65 (	880.97)	23.39-
01-09-81200 Medical Exams	780	133.00	812.00	0.00 (	32.00)	4.10-
TOTAL Personnel Services	224,255	23,977.02	217,144.21	874.65	6,236.21	2.78
<u>Material and Supplies</u>						
01-09-83000 Material & Supplies	11,000	487.23	8,390.10	1,068.44	1,541.46	14.01
01-09-83300 Minor Tools	1,000	95.67	359.00	0.00	641.00	64.10
01-09-83500 Safety Supplies	1,500	0.00	1,729.92	0.00 (	229.92)	15.33-
01-09-83700 Misc. Supplies	250	0.00	372.04	0.00 (	122.04)	48.82-
TOTAL Material and Supplies	13,750	582.90	10,851.06	1,068.44	1,830.50	13.31
<u>Other Services</u>						
01-09-84000 Equipment Maintenance	3,000	525.07	3,659.15	0.00 (	659.15)	21.97-
01-09-84100 Vehicle Maintenance	5,000	449.05	15,778.66	0.00 (	10,778.66)	215.57-
01-09-84600 Lease/Rental	800	0.00	430.00	0.00	370.00	46.25
01-09-84700 Telephone	1,400	222.74	1,347.38	0.00	52.62	3.76
01-09-84800 Utilities	500	45.66	901.13	0.00 (	401.13)	80.23-
01-09-84900 Fuel	5,000	0.00	4,065.76	0.00	934.24	18.68
01-09-85500 Street Lighting	85,000	7,890.18	84,198.95	7,581.99 (	6,780.94)	7.98-
TOTAL Other Services	100,700	9,132.70	110,381.03	7,581.99 (	17,263.02)	17.14-
<u>Transfers Out</u>						
01-09-99000 Transfer to CIP (Depreciati	51,023	4,251.92	46,771.12	0.00	4,251.88	8.33
TOTAL Transfers Out	51,023	4,251.92	46,771.12	0.00	4,251.88	8.33
TOTAL Street Department						
	389,728	37,944.54	385,147.42	9,525.08 (	4,944.43)	1.27-

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sanitation =====						
<u>Personnel Services</u>						
01-10-80100 Salary	454,137	37,681.50	418,044.38	0.00	36,092.28	7.95
01-10-80300 FICA/Medicare	35,408	2,882.64	31,980.52	0.00	3,427.30	9.68
01-10-80400 Dental Insurance	5,428	430.60	4,607.42	0.00	820.58	15.12
01-10-80500 Health Insurance	88,600	7,267.48	78,637.15	0.00	9,962.85	11.24
01-10-80600 Worker's Comp	25,971	0.00	24,011.96	0.00	1,959.04	7.54
01-10-80700 Unemployment	3,150	0.00	3,121.01	0.00	28.99	0.92
01-10-80800 OMRP Pension	36,330	3,014.51	32,935.98	0.00	3,394.47	9.34
01-10-81100 Uniform Allowance	7,800	927.17	9,055.55	2,499.00 (	3,754.55)	48.14-
01-10-81200 Medical Exams	<u>825</u>	<u>36.00</u>	<u>860.00</u>	<u>0.00</u> (	<u>35.00)</u>	<u>4.24-</u>
TOTAL Personnel Services	657,649	52,239.90	603,253.97	2,499.00	51,895.96	7.89
<u>Material and Supplies</u>						
01-10-83000 Material & Supplies	1,500	43.52	952.67	0.00	547.33	36.49
01-10-83500 Safety Supplies	2,000	0.00	1,817.57	0.00	182.43	9.12
01-10-83700 Misc. Supplies	<u>100</u>	<u>0.00</u>	<u>926.64</u>	<u>0.00</u> (	<u>826.64)</u>	<u>826.64-</u>
TOTAL Material and Supplies	3,600	43.52	3,696.88	0.00 (	96.88)	2.69-
<u>Other Services</u>						
01-10-84000 Equipment Maintenance	1,400	510.78	1,518.68	0.00 (	118.68)	8.48-
01-10-84100 Vehicle Maintenance	22,000	18,274.51	39,046.05	0.00 (	17,046.05)	77.48-
01-10-84600 Lease/Rental	0	235.00	235.00	0.00 (	235.00)	0.00
01-10-84700 Telephone	0	287.22	1,470.14	0.00 (	1,470.14)	0.00
01-10-84800 Utilities	820	45.66	901.13	0.00 (	81.13)	9.89-
01-10-84900 Fuel	12,000	0.00	16,000.68	0.00 (	4,000.68)	33.34-
01-10-85800 Landfill Disposal	80,000	4,905.66	78,954.77	0.00	1,045.23	1.31
01-10-85825 Commercial Garbage Disposal	<u>140,000</u>	<u>10,586.36</u>	<u>109,827.03</u>	<u>0.00</u>	<u>30,172.97</u>	<u>21.55</u>
TOTAL Other Services	256,220	34,845.19	247,953.48	0.00	8,266.52	3.23
<u>Capital Projects</u>						
<u>Transfers Out</u>						
01-10-99000 Transfer to CIP (Depreciati	<u>88,309</u>	<u>7,359.08</u>	<u>80,949.88</u>	<u>0.00</u>	<u>7,359.12</u>	<u>8.33</u>
TOTAL Transfers Out	88,309	7,359.08	80,949.88	0.00	7,359.12	8.33
TOTAL Sanitation	1,005,778	94,487.69	935,854.21	2,499.00	67,424.72	6.70
Parks Department =====						
<u>Personnel Services</u>						
<u>Material and Supplies</u>						
01-11-83000 Material & Supplies	<u>0</u>	<u>0.00</u>	<u>117.45</u>	<u>0.00</u> (	<u>117.45)</u>	<u>0.00</u>
TOTAL Material and Supplies	0	0.00	117.45	0.00 (	117.45)	0.00

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Other Services</u>						
01-11-84000 Equipment Maintenance	700	0.00	207.95	0.00	492.05	70.29
01-11-84100 Vehicle Maintenance	800	0.00	0.00	0.00	800.00	100.00
01-11-85700 Parks Maintenance	25,000	27.86	20,509.79	0.00	4,490.21	17.96
01-11-85900 Park Maintenance Contract	200,000	16,382.50	180,207.50	0.00	19,792.50	9.90
01-11-86200 Irrigation Maintenance	<u>20,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>100.00</u>
TOTAL Other Services	246,500	16,410.36	200,925.24	0.00	45,574.76	18.49
<u>Transfers Out</u>						
01-11-99000 Transfer to CIP (Depreciati	<u>11,667</u>	<u>(15,658.63)</u>	<u>10,694.67</u>	<u>0.00</u>	<u>972.33</u>	<u>8.33</u>
TOTAL Transfers Out	11,667	(15,658.63)	10,694.67	0.00	972.33	8.33
TOTAL Parks Department	258,167	751.73	211,737.36	0.00	46,429.64	17.98
Public Works Admin =====						
<u>Personnel Services</u>						
01-12-80100 Salary	174,468	13,347.54	143,207.37	0.00	31,261.06	17.92
01-12-80300 FICA/Medicare	13,598	1,026.06	10,982.70	0.00	2,615.39	19.23
01-12-80400 Dental Insurance	1,085	86.12	861.20	0.00	223.80	20.63
01-12-80500 Health Insurance	20,001	2,231.09	19,698.07	0.00	302.93	1.51
01-12-80600 Worker's Comp	5,194	0.00	4,802.40	0.00	391.60	7.54
01-12-80700 Unemployment	400	0.00	618.69	0.00	(218.69)	54.67-
01-12-80800 OMRP Pension	13,957	1,067.80	11,043.65	0.00	2,913.78	20.88
01-12-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>175.00</u>	<u>0.00</u>	<u>325.00</u>	<u>65.00</u>
TOTAL Personnel Services	229,204	17,758.61	191,389.08	0.00	37,814.87	16.50
<u>Material and Supplies</u>						
01-12-83000 Material & Supplies	1,500	0.00	923.73	0.00	576.27	38.42
01-12-83200 Office Supplies	3,000	219.95	1,822.26	0.00	1,177.74	39.26
01-12-83700 Misc. Supplies	<u>500</u>	<u>0.00</u>	<u>256.94</u>	<u>0.00</u>	<u>243.06</u>	<u>48.61</u>
TOTAL Material and Supplies	5,000	219.95	3,002.93	0.00	1,997.07	39.94
<u>Other Services</u>						
01-12-84000 Equipment Maintenance	3,000	1,196.66	3,634.41	0.00	(634.41)	21.15-
01-12-84100 Vehicle Maintenance	1,500	20.00	324.26	0.00	1,175.74	78.38
01-12-84200 Building Maintenance	5,600	134.00	12,759.04	0.00	(7,159.04)	127.84-
01-12-84250 Fueling Station Maintenance	2,000	0.00	822.18	0.00	1,177.82	58.89
01-12-84300 Training & Membership	1,500	0.00	2,120.78	0.00	(620.78)	41.39-
01-12-84600 Lease/Rental	1,500	285.00	656.00	0.00	844.00	56.27
01-12-84700 Telephone	4,500	1,062.49	5,916.58	0.00	(1,416.58)	31.48-
01-12-84800 Utilities	1,000	45.66	901.12	0.00	98.88	9.89
01-12-84900 Fuel	8,000	0.00	4,299.50	0.00	3,700.50	46.26
01-12-85000 Janitorial Services	8,940	745.00	8,195.00	0.00	745.00	8.33
01-12-86300 Publications	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>100.00</u>
TOTAL Other Services	38,040	3,488.81	39,628.87	0.00	(1,588.87)	4.18-

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Capital Projects

Transfers Out

01-12-99000 Transfer to CIP (Depreciated)	8,770	8,039.17	8,039.17	0.00	730.83	8.33
TOTAL Transfers Out	8,770	8,039.17	8,039.17	0.00	730.83	8.33

TOTAL Public Works Admin	281,014	29,506.54	242,060.05	0.00	38,953.90	13.86
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General Government
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Material and Supplies

01-13-83000 Material & Supplies	20,000	1,421.37	17,455.56	137.98	2,406.46	12.03
TOTAL Material and Supplies	20,000	1,421.37	17,455.56	137.98	2,406.46	12.03

Other Services

01-13-84000 Equipment Maintenance	24,000	0.00	19,646.44	0.00	4,353.56	18.14
01-13-84200 Building Maintenance	20,000	14,593.91	92,560.14	0.00 (	72,560.14)	362.80-
01-13-84300 Training & Membership	3,000	0.00	1,738.50	0.00	1,261.50	42.05
01-13-84600 Lease/Rental	396	0.00	396.00	0.00	0.00	0.00
01-13-84700 Telephone	700	44.32	479.47	0.00	220.53	31.50
01-13-84800 Utilities	13,500	3,075.85	27,097.18	0.00 (	13,597.18)	100.72-
01-13-84950 EV CHARGING	0	0.00	23,213.00	0.00 (	23,213.00)	0.00
01-13-85000 Janitorial Services	18,260	1,362.50	15,562.50	0.00	2,697.50	14.77
01-13-85400 Bank Charges	49,500	5,563.08	63,729.46	0.00 (	14,229.46)	28.75-
01-13-86050 Consulting Fees	79,000	0.00	35,583.32	0.00	43,416.68	54.96
01-13-86100 Liability Insurance/Bonds	237,281	0.00	168,813.40	0.00	68,467.60	28.86
01-13-86300 Publications	18,000	862.81	23,403.40	0.00 (	5,403.40)	30.02-
01-13-86400 Auditing Fees	30,000	98.75	20,507.15	0.00	9,492.85	31.64
01-13-86500 Election Expenses	3,000	0.00	0.00	0.00	3,000.00	100.00
01-13-86600 ACOG Dues	3,050	0.00	3,221.00	0.00 (	171.00)	5.61-
01-13-86700 OML Dues	5,900	0.00	7,723.97	0.00 (	1,823.97)	30.91-
01-13-86800 Reassessment Fees	28,000	0.00	29,911.74	0.00 (	1,911.74)	6.83-
01-13-86900 Postage	8,000	505.00	9,277.55	0.00 (	1,277.55)	15.97-
01-13-87000 Misc. Expenses	95,000	5,350.00	59,345.63	250.00	35,404.37	37.27
01-13-87100 H.R.A.	25,000	1,813.00	14,170.00	0.00	10,830.00	43.32
01-13-87200 Education Scholarship	10,000	1,588.27	3,750.00	0.00	6,250.00	62.50
TOTAL Other Services	671,587	34,857.49	620,129.85	250.00	51,207.15	7.62

Capital Projects

01-13-88100 Council Approval Capital Outlay	1,134,491	6,969.60	881,006.61	337,819.40 (	84,335.01)	7.43-
TOTAL Capital Projects	1,134,491	6,969.60	881,006.61	337,819.40 (	84,335.01)	7.43-

Transfers Out

TOTAL General Government	1,826,078	43,248.46	1,518,592.02	338,207.38 (	30,721.40)	1.68-
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01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Code Department
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Personnel Services

01-14-80100 Salary	269,387	15,850.36	236,186.94	0.00	33,199.95	12.32
01-14-80200 Overtime	0	0.00	387.48	0.00 (	387.48)	0.00
01-14-80300 FICA/Medicare	21,003	1,212.55	18,098.08	0.00	2,905.31	13.83
01-14-80400 Dental Insurance	2,170	129.18	1,808.52	0.00	361.48	16.66
01-14-80500 Health Insurance	35,737	2,322.40	35,001.33	0.00	735.67	2.06
01-14-80600 Worker's Comp	10,388	0.00	9,604.80	0.00	783.20	7.54
01-14-80700 Unemployment	1,090	0.00	1,563.00	0.00 (	473.00)	43.39-
01-14-80800 OMRP Pension	21,551	1,268.02	18,724.92	0.00	2,825.75	13.11
01-14-81100 Uniform Rental	4,276	481.80	4,968.60	0.00 (	692.60)	16.20-
01-14-81200 Medical Exams	<u>500</u>	<u>0.00</u>	<u>138.00</u>	<u>0.00</u>	<u>362.00</u>	<u>72.40</u>
TOTAL Personnel Services	366,102	21,264.31	326,481.67	0.00	39,620.28	10.82

Material and Supplies

01-14-83000 Material & Supplies	4,000	0.00	2,247.48	0.00	1,752.52	43.81
01-14-83200 Office Supplies	300	0.00	418.52	0.00 (	118.52)	39.51-
01-14-83500 Safety Supplies	<u>0</u>	<u>0.00</u>	<u>149.95</u>	<u>0.00</u> (	<u>149.95)</u>	<u>0.00</u>
TOTAL Material and Supplies	4,300	0.00	2,815.95	0.00	1,484.05	34.51

Other Services

01-14-84000 Equipment Maintenance	0	0.00	308.10	0.00 (	308.10)	0.00
01-14-84100 Vehicle Maintenance	2,600	180.63	2,042.91	0.00	557.09	21.43
01-14-84300 Training & Membership	3,000	748.11	4,028.29	0.00 (	1,028.29)	34.28-
01-14-84400 Software Agreement	5,715	0.00	25,122.97	9,500.00 (	28,907.97)	505.83-
01-14-84700 Telephone	6,000	1,476.02	5,396.17	0.00	603.83	10.06
01-14-84800 Utilities	1,000	45.66	901.12	0.00	98.88	9.89
01-14-84900 Fuel	<u>1,300</u>	<u>0.00</u>	<u>2,179.49</u>	<u>0.00</u> (	<u>879.49)</u>	<u>67.65-</u>
TOTAL Other Services	19,615	2,450.42	39,979.05	9,500.00 (	29,864.05)	152.25-

Capital Projects

01-14-88850 Life and Safety	<u>4,500</u>	<u>250.00</u>	<u>500.00</u>	<u>0.00</u>	<u>4,000.00</u>	<u>88.89</u>
TOTAL Capital Projects	4,500	250.00	500.00	0.00	4,000.00	88.89

Transfers Out

01-14-99000 Transfer to CIP (Depreciati	<u>18,757</u>	<u>10,885.62</u>	<u>17,193.92</u>	<u>0.00</u>	<u>1,563.08</u>	<u>8.33</u>
TOTAL Transfers Out	18,757	10,885.62	17,193.92	0.00	1,563.08	8.33

TOTAL Code Department	413,274	34,850.35	386,970.59	9,500.00	16,803.36	4.07
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Risk Manager
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Personnel Services

01-15-80100 Salary	128,361	10,207.98	118,603.87	0.00	9,757.57	7.60
01-15-80300 FICA/Medicare	9,735	785.88	9,233.14	0.00	502.07	5.16

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-15-80400 Dental Insurance	517	43.06	473.66	0.00	43.34	8.38
01-15-80500 Health Insurance	18,905	1,575.42	17,329.62	0.00	1,575.38	8.33
01-15-80600 Worker's Comp	2,597	0.00	2,401.20	0.00	195.80	7.54
01-15-80700 Unemployment	200	0.00	257.00	0.00 (	57.00)	28.50-
01-15-80800 OMRP Pension	10,181	816.64	9,390.28	0.00	790.84	7.77
01-15-81200 Medical Exams	<u>100</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>	<u>100.00</u>
TOTAL Personnel Services	170,597	13,428.98	157,688.77	0.00	12,908.00	7.57
<u>Material and Supplies</u>						
01-15-83000 Material & Supplies	<u>13,500</u>	<u>31.24</u>	<u>5,958.48</u>	<u>0.00</u>	<u>7,541.52</u>	<u>55.86</u>
TOTAL Material and Supplies	13,500	31.24	5,958.48	0.00	7,541.52	55.86
<u>Other Services</u>						
01-15-84000 Equipment Maintenance	100	0.00	0.00	0.00	100.00	100.00
01-15-84100 Vehicle Maintenance	1,000	0.00	154.05	0.00	845.95	84.60
01-15-84300 Training & Membership	8,000	43.08	2,695.81	635.00	4,669.19	58.36
01-15-84700 Telephone	1,800	130.06	1,699.67	0.00	100.33	5.57
01-15-84850 Wellness Program	4,000	0.00	23,533.67	12,499.75 (	32,033.42)	800.84-
01-15-84900 Fuel	<u>1,000</u>	<u>0.00</u>	<u>1,216.41</u>	<u>0.00</u> (	<u>216.41</u>)	<u>21.64-</u>
TOTAL Other Services	15,900	173.14	29,299.61	13,134.75 (	26,534.36)	166.88-
<u>Transfers Out</u>						
01-15-99000 Transfer to CIP (Depreciati	<u>5,448</u>	<u>454.00</u>	<u>4,994.00</u>	<u>0.00</u>	<u>454.00</u>	<u>8.33</u>
TOTAL Transfers Out	5,448	454.00	4,994.00	0.00	454.00	8.33
TOTAL Risk Manager	205,445	14,087.36	197,940.86	13,134.75 (	5,630.84)	2.74-
Information Systems Mgr						
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<u>Personnel Services</u>						
01-16-80100 Salary	207,802	16,632.02	192,308.02	0.00	15,494.08	7.46
01-16-80200 Overtime	500	0.00	0.00	0.00	500.00	100.00
01-16-80300 FICA/Medicare	15,410	1,295.30	14,964.00	0.00	445.98	2.89
01-16-80400 Dental Insurance	1,034	86.12	947.32	0.00	86.68	8.38
01-16-80500 Health Insurance	31,818	2,728.40	30,012.40	0.00	1,805.60	5.67
01-16-80600 Worker's Comp	4,570	0.00	4,802.40	0.00 (	232.40)	5.09-
01-16-80700 Unemployment	400	0.00	520.61	0.00 (	120.61)	30.15-
01-16-80800 OMRP Pension	17,079	1,354.56	15,596.65	0.00	1,482.08	8.68
01-16-81400 Car Allowance	<u>3,600</u>	<u>300.00</u>	<u>3,300.00</u>	<u>0.00</u>	<u>300.00</u>	<u>8.33</u>
TOTAL Personnel Services	282,213	22,396.40	262,451.40	0.00	19,761.41	7.00
<u>Material and Supplies</u>						
01-16-83000 Material Supplies	<u>4,000</u>	<u>193.01</u>	<u>2,419.03</u>	<u>0.00</u>	<u>1,580.97</u>	<u>39.52</u>
TOTAL Material and Supplies	4,000	193.01	2,419.03	0.00	1,580.97	39.52
<u>Other Services</u>						
01-16-84000 Equipment Maintenance	70,000	7,386.27	66,510.39	1,581.15	1,908.46	2.73
01-16-84200 Building Maintenance	1,200	0.00	344.20	0.00	855.80	71.32

01 -General Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
01-16-84300 Training & Membership	11,000	2,980.00	8,133.18	0.00	2,866.82	26.06
01-16-84600 Lease/Rental	15,000	1,671.93	19,584.23	0.00 (	4,584.23)	30.56-
01-16-84700 Telephone	5,000	459.12	3,046.95	0.00	1,953.05	39.06
01-16-86050 Consulting Fees	<u>8,000</u>	<u>525.00</u>	<u>1,575.00</u>	<u>1,680.00</u>	<u>4,745.00</u>	<u>59.31</u>
TOTAL Other Services	110,200	13,022.32	99,193.95	3,261.15	7,744.90	7.03
Transfers Out						
01-16-99000 Transfer to CIP (Depreciati	<u>87,664</u>	<u>7,305.33</u>	<u>80,358.63</u>	<u>0.00</u>	<u>7,305.37</u>	<u>8.33</u>
TOTAL Transfers Out	87,664	7,305.33	80,358.63	0.00	7,305.37	8.33
TOTAL Information Systems Mgr						
	484,077	42,917.06	444,423.01	3,261.15	36,392.65	7.52
TOTAL EXPENDITURES						
	11,281,869	819,245.74	10,448,876.39	388,832.08	444,160.89	3.94
REVENUE OVER/ (UNDER) EXPENDITURES	4	111,172.91	715,028.28 (	388,832.08) (	326,192.20)	4,805.00-

02 -Street & Alley
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>232,702</u>	<u>4,180.43</u>	<u>39,614.04</u>	<u>0.00</u>	<u>193,087.96</u>	<u>82.98</u>
TOTAL REVENUES	232,702	4,180.43	39,614.04	0.00	193,087.96	82.98
<u>EXPENDITURE SUMMARY</u>						
Streets & Alley	<u>232,702</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>232,702.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	232,702	0.00	0.00	0.00	232,702.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,180.43	39,614.04	0.00 (	39,614.04)	0.00

02 -Street & Alley

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Intergovernmental</u>						
02-00-73400 Gasoline Tax	6,750	769.65	6,245.84	0.00	504.16	7.47
02-00-73450 Motor Vehicle License	<u>29,007</u>	<u>2,318.95</u>	<u>25,158.97</u>	<u>0.00</u>	<u>3,848.03</u>	<u>13.27</u>
TOTAL Intergovernmental	35,757	3,088.60	31,404.81	0.00	4,352.19	12.17
<u>Investment Earnings</u>						
02-00-78500 Interest Income	<u>427</u>	<u>1,091.83</u>	<u>8,209.23</u>	<u>0.00</u>	(<u>7,782.23</u>)	1,822.54-
TOTAL Investment Earnings	427	1,091.83	8,209.23	0.00	(7,782.23)	1,822.54-
<u>Fund Balance Carryover</u>						
02-00-79800 Carryover	<u>196,518</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>196,518.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>196,518</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>196,518.00</u>	<u>100.00</u>
TOTAL Revenues	232,702	4,180.43	39,614.04	0.00	193,087.96	82.98
TOTAL REVENUE	232,702	4,180.43	39,614.04	0.00	193,087.96	82.98

02 -Street & Alley

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Streets & Alley =====						
Material and Supplies						
Other Services						
02-09-85800 Contingency	232,702	0.00	0.00	0.00	232,702.00	100.00
TOTAL Other Services	232,702	0.00	0.00	0.00	232,702.00	100.00
TOTAL Streets & Alley	232,702	0.00	0.00	0.00	232,702.00	100.00
TOTAL EXPENDITURES	232,702	0.00	0.00	0.00	232,702.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	4,180.43	39,614.04	0.00 (	39,614.04)	0.00

03 -Designated Fds-Fire & Gen
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>2,175</u>	<u>207.32</u>	<u>726.34</u>	<u>0.00</u>	<u>1,448.66</u>	<u>66.61</u>
TOTAL REVENUES	2,175	207.32	726.34	0.00	1,448.66	66.61
<u>EXPENDITURE SUMMARY</u>						
Fire Department	<u>2,175</u>	<u>0.00</u>	<u>1,117.63</u>	<u>0.00</u>	<u>1,057.37</u>	<u>48.61</u>
TOTAL EXPENDITURES	2,175	0.00	1,117.63	0.00	1,057.37	48.61
REVENUE OVER/ (UNDER) EXPENDITURES	0	207.32 (	391.29)	0.00	391.29	0.00

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
03-00-78500 Interest Income	<u>0</u>	<u>7.32</u>	<u>76.34</u>	<u>0.00</u>	(<u>76.34</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	7.32	76.34	0.00	(76.34)	0.00
<u>Miscellaneous Revenue</u>						
03-00-79507 Revenue - Fire	<u>0</u>	<u>200.00</u>	<u>650.00</u>	<u>0.00</u>	(<u>650.00</u>)	<u>0.00</u>
TOTAL Miscellaneous Revenue	0	200.00	650.00	0.00	(650.00)	0.00
<u>Fund Balance Carryover</u>						
03-00-79807 Carryover	<u>2,175</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,175.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>2,175</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,175.00</u>	<u>100.00</u>
TOTAL Revenues	2,175	207.32	726.34	0.00	1,448.66	66.61
TOTAL REVENUE	2,175	207.32	726.34	0.00	1,448.66	66.61

03 -Designated Fds-Fire & Gen

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
Material and Supplies						
Other Services						
Fire Department =====						
Material and Supplies						
03-07-83000 Material & Supplies	2,175	0.00	1,117.63	0.00	1,057.37	48.61
TOTAL Material and Supplies	2,175	0.00	1,117.63	0.00	1,057.37	48.61
Other Services						
Capital Projects						
TOTAL Fire Department	2,175	0.00	1,117.63	0.00	1,057.37	48.61
Public Works =====						
Material and Supplies						
Other Services						
General Government =====						
Material and Supplies						
TOTAL EXPENDITURES	2,175	0.00	1,117.63	0.00	1,057.37	48.61
REVENUE OVER/ (UNDER) EXPENDITURES	0	207.32 (	391.29)	0.00	391.29	0.00

04 -Designated Funds-Police
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>74,090</u>	<u>476.15</u>	<u>4,004.70</u>	<u>0.00</u>	<u>70,085.30</u>	<u>94.59</u>
TOTAL REVENUES	74,090	476.15	4,004.70	0.00	70,085.30	94.59
<u>EXPENDITURE SUMMARY</u>						
Police Department	<u>74,090</u>	<u>0.00</u>	<u>29,104.22</u>	<u>0.00</u>	<u>44,985.78</u>	<u>60.72</u>
TOTAL EXPENDITURES	74,090	0.00	29,104.22	0.00	44,985.78	60.72
REVENUE OVER/ (UNDER) EXPENDITURES	0	476.15 (	25,099.52)	0.00	25,099.52	0.00

04 -Designated Funds-Police

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Investment Earnings</u>						
04-00-78500 Interest Income	<u>0</u>	<u>226.15</u>	<u>2,554.70</u>	<u>0.00</u>	(<u>2,554.70</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	226.15	2,554.70	0.00	(2,554.70)	0.00
<u>Miscellaneous Revenue</u>						
04-00-79506 Revenue - Police	<u>750</u>	<u>250.00</u>	<u>1,450.00</u>	<u>0.00</u>	(<u>700.00</u>)	<u>93.33-</u>
TOTAL Miscellaneous Revenue	750	250.00	1,450.00	0.00	(700.00)	93.33-
<u>Fund Balance Carryover</u>						
04-00-79806 Carryover - Police Dept	<u>73,340</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>73,340.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>73,340</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>73,340.00</u>	<u>100.00</u>
TOTAL Revenues	74,090	476.15	4,004.70	0.00	70,085.30	94.59
TOTAL REVENUE	74,090	476.15	4,004.70	0.00	70,085.30	94.59

04 -Designated Funds-Police

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Department =====						
<u>Material and Supplies</u>						
04-06-83000 Material & Supplies	29,755	0.00	1,802.90	0.00	27,952.10	93.94
04-06-83300 Animal Control Supplies	<u>44,335</u>	<u>0.00</u>	<u>27,301.32</u>	<u>0.00</u>	<u>17,033.68</u>	<u>38.42</u>
TOTAL Material and Supplies	74,090	0.00	29,104.22	0.00	44,985.78	60.72
<u>Other Services</u>						
TOTAL Police Department						
	74,090	0.00	29,104.22	0.00	44,985.78	60.72
TOTAL EXPENDITURES						
	74,090	0.00	29,104.22	0.00	44,985.78	60.72
REVENUE OVER/ (UNDER) EXPENDITURES	0	476.15 (	25,099.52)	0.00	25,099.52	0.00

05 -Designated Funds-PW
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>2,288</u>	<u>10.39</u>	<u>280.04</u>	<u>0.00</u>	<u>2,007.96</u>	<u>87.76</u>
TOTAL REVENUES	2,288	10.39	280.04	0.00	2,007.96	87.76
<u>EXPENDITURE SUMMARY</u>						
Public Works	<u>2,288</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,288.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	2,288	0.00	0.00	0.00	2,288.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	10.39	280.04	0.00 (	280.04)	0.00

05 -Designated Funds-PW

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
<u>Investment Earnings</u>						
05-00-78500 Interest Income	0	10.39	80.04	0.00	(80.04)	0.00
TOTAL Investment Earnings	0	10.39	80.04	0.00	(80.04)	0.00
<u>Miscellaneous Revenue</u>						
05-00-79512 Revenue - Public Works	0	0.00	200.00	0.00	(200.00)	0.00
TOTAL Miscellaneous Revenue	0	0.00	200.00	0.00	(200.00)	0.00
<u>Fund Balance Carryover</u>						
05-00-79812 Carryover	2,288	0.00	0.00	0.00	2,288.00	100.00
TOTAL Fund Balance Carryover	2,288	0.00	0.00	0.00	2,288.00	100.00
TOTAL Revenues	2,288	10.39	280.04	0.00	2,007.96	87.76
TOTAL REVENUE	2,288	10.39	280.04	0.00	2,007.96	87.76

05 -Designated Funds-PW

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Public Works =====						
<u>Material and Supplies</u>						
05-12-83000 Material & Supplies	2,288	0.00	0.00	0.00	2,288.00	100.00
TOTAL Material and Supplies	2,288	0.00	0.00	0.00	2,288.00	100.00
TOTAL Public Works	2,288	0.00	0.00	0.00	2,288.00	100.00
TOTAL EXPENDITURES	2,288	0.00	0.00	0.00	2,288.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	10.39	280.04	0.00 (	280.04)	0.00

06 -Municipal Authority
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Municipal Auth Revenue	<u>4,581,591</u>	<u>365,410.81</u>	<u>4,965,191.90</u>	<u>0.00</u> (<u>383,600.99</u>)	<u>8.37</u> -	
TOTAL REVENUES	4,581,591	365,410.81	4,965,191.90	0.00 (383,600.99)	8.37-	
<u>EXPENDITURE SUMMARY</u>						
Municipal Authority	<u>4,581,590</u>	<u>369,573.19</u>	<u>4,290,864.53</u>	<u>3,992.33</u>	<u>286,733.05</u>	<u>6.26</u>
TOTAL EXPENDITURES	4,581,590	369,573.19	4,290,864.53	3,992.33	286,733.05	6.26
REVENUE OVER/ (UNDER) EXPENDITURES	1 (	4,162.38)	674,327.37 (	3,992.33) (	670,334.04)	3,404.00-

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Municipal Auth Revenue</u>						
=====						
<u>Water</u>						
06-00-75300 Water Revenue	3,147,688	249,545.45	3,484,041.74	0.00	(336,353.74)	10.69-
TOTAL Water	3,147,688	249,545.45	3,484,041.74	0.00	(336,353.74)	10.69-
<u>Wastewater</u>						
06-00-75700 Sewer Revenue	340,360	27,784.52	332,142.84	0.00	8,217.16	2.41
06-00-75800 OKC Sewer Charges Revenue	1,009,781	82,189.75	1,032,951.09	0.00	(23,170.09)	2.29-
TOTAL Wastewater	1,350,141	109,974.27	1,365,093.93	0.00	(14,952.93)	1.11-
<u>Water Taps</u>						
06-00-75900 Water Tap Revenue	38,418	0.00	29,855.00	0.00	8,563.00	22.29
TOTAL Water Taps	38,418	0.00	29,855.00	0.00	8,563.00	22.29
<u>Fines & Forfeits</u>						
06-00-76000 MXU Installation	320	0.00	0.00	0.00	320.00	100.00
TOTAL Fines & Forfeits	320	0.00	0.00	0.00	320.00	100.00
<u>Penalties</u>						
06-00-77750 Penalty Charges	16,015	1,150.61	17,031.87	0.00	(1,016.87)	6.35-
TOTAL Penalties	16,015	1,150.61	17,031.87	0.00	(1,016.87)	6.35-
<u>Investment Earnings</u>						
06-00-78200 Interest Income	3,079	4,690.48	66,777.80	0.00	(63,698.80)	2,068.81-
TOTAL Investment Earnings	3,079	4,690.48	66,777.80	0.00	(63,698.80)	2,068.81-
<u>Miscellaneous Revenue</u>						
06-00-79100 Misc Income	5,165	50.00	2,391.56	0.00	2,773.44	53.70
TOTAL Miscellaneous Revenue	5,165	50.00	2,391.56	0.00	2,773.44	53.70
<u>Fund Balance Carryover</u>						
06-00-79800 Carryover	20,765	0.00	0.00	0.00	20,764.91	100.00
TOTAL Fund Balance Carryover	20,765	0.00	0.00	0.00	20,764.91	100.00
TOTAL Municipal Auth Revenue	4,581,591	365,410.81	4,965,191.90	0.00	(383,600.99)	8.37-
=====						
TOTAL REVENUE	4,581,591	365,410.81	4,965,191.90	0.00	(383,600.99)	8.37-

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Mun Auth Engineering
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Other Services

Municipal Authority
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Personnel Services

06-12-80100 Salary	614,374	47,825.40	547,248.78	0.00	67,125.18	10.93
06-12-80200 Overtime	5,300	0.00	8,863.18	0.00 (	3,563.18)	67.23-
06-12-80300 FICA/Medicare	47,895	3,715.26	43,251.25	0.00	4,643.30	9.69
06-12-80400 Dental Insurance	4,883	387.54	4,219.88	0.00	663.12	13.58
06-12-80500 Health Insurance	89,086	7,677.84	83,623.09	0.00	5,462.91	6.13
06-12-80600 Workers Comp	20,777	0.00	19,209.56	0.00	1,567.44	7.54
06-12-80700 Unemployment	1,800	0.00	2,589.87	0.00 (	789.87)	43.88-
06-12-80800 OMRP Pension	49,846	3,880.02	44,921.62	0.00	4,924.78	9.88
06-12-80900 Stand by Pay	5,450	675.00	8,550.00	0.00 (	3,100.00)	56.88-
06-12-81100 Uniform Rental	5,700	776.81	6,230.51	1,624.35 (	2,154.86)	37.80-
06-12-81200 Medical Exams	625	0.00	90.00	0.00	535.00	85.60
TOTAL Personnel Services	845,736	64,937.87	768,797.74	1,624.35	75,313.82	8.91

Material and Supplies

06-12-83000 Materials & Supplies	40,000	2,088.91	41,244.53	2,367.98 (	3,612.51)	9.03-
06-12-83200 Office Supplies	2,200	368.09	2,428.06	0.00 (	228.06)	10.37-
06-12-83300 Minor Tools	2,000	0.00	2,166.79	0.00 (	166.79)	8.34-
06-12-83400 Lab Chemicals	4,200	0.00	4,270.86	0.00 (	70.86)	1.69-
06-12-83500 Safety Supplies	3,200	0.00	2,632.51	0.00	567.49	17.73
06-12-83700 Misc Supplies	500	23.66	455.02	0.00	44.98	9.00
TOTAL Material and Supplies	52,100	2,480.66	53,197.77	2,367.98 (	3,465.75)	6.65-

Other Services

06-12-84000 Equipment Maintenance	8,000	20.00	8,977.00	0.00 (	977.00)	12.21-
06-12-84100 Vehicle Maintenance	10,000	4,390.29	24,223.39	0.00 (	14,223.39)	142.23-
06-12-84300 Training & Membership	8,000	843.90	8,522.03	0.00 (	522.03)	6.53-
06-12-84400 Software Agreements	17,850	0.00	10,646.25	0.00	7,203.75	40.36
06-12-84500 Well Maintenance	60,000	104.44	26,522.97	0.00	33,477.03	55.80
06-12-84550 Water Quality Testing	18,000	120.00	10,914.51	0.00	7,085.49	39.36
06-12-84600 Equipment Rental	2,000	0.00	433.10	0.00	1,566.90	78.35
06-12-84650 Lease Agreements	68,000	0.00	42,962.23	0.00	25,037.77	36.82
06-12-84700 Telephone	23,750	2,890.31	22,480.11	0.00	1,269.89	5.35
06-12-84800 Utilities	203,000	20,897.81	258,078.96	0.00 (	55,078.96)	27.13-
06-12-84900 Fuel	35,000	0.00	38,327.03	0.00 (	3,327.03)	9.51-
06-12-84950 Printing & Processing - Uti	16,000	2,474.49	14,638.89	0.00	1,361.11	8.51
06-12-85350 Emergency Repairs	5,000	0.00	0.00	0.00	5,000.00	100.00
06-12-86400 Auditing Fees	30,000	98.75	20,408.72	0.00	9,591.28	31.97
06-12-87700 OKC Sewer Charges	713,467	64,840.75	721,520.71	0.00 (	8,053.71)	1.13-

06 -Municipal Authority

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	<u>2,388,851</u>	<u>199,070.92</u>	<u>2,189,780.12</u>	<u>0.00</u>	<u>199,070.88</u>	<u>8.33</u>
TOTAL Other Services	3,606,918	295,751.66	3,398,436.02	0.00	208,481.98	5.78
<u>Transfers Out</u>						
06-12-99000 Transfer to CIP (Depreciati	<u>76,836</u>	<u>6,403.00</u>	<u>70,433.00</u>	<u>0.00</u>	<u>6,403.00</u>	<u>8.33</u>
TOTAL Transfers Out	76,836	6,403.00	70,433.00	0.00	6,403.00	8.33
TOTAL Municipal Authority	4,581,590	369,573.19	4,290,864.53	3,992.33	286,733.05	6.26
General Government						
=====						
Personnel Services						
Transfers Out						
TOTAL EXPENDITURES	4,581,590	369,573.19	4,290,864.53	3,992.33	286,733.05	6.26
REVENUE OVER/ (UNDER) EXPENDITURES	1 (	4,162.38)	674,327.37 (	3,992.33) (	670,334.04)	3,404.00-

07 -General Fund - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Gen Fund - CIP Revenue	<u>3,598,615</u>	<u>95,409.97</u>	<u>637,751.47</u>	<u>0.00</u>	<u>2,960,863.53</u>	<u>82.28</u>
TOTAL REVENUES	3,598,615	95,409.97	637,751.47	0.00	2,960,863.53	82.28
<u>EXPENDITURE SUMMARY</u>						
City Manager/Clerk	79,137	0.00	639.25	0.00	78,497.75	99.19
Police Department	882,070	1,434.46	161,347.44	0.00	720,722.56	81.71
Fire Department	829,870	6,957.00	163,433.27	560,626.68	105,810.05	12.75
Streets	148,846	0.00	0.00	0.00	148,846.00	100.00
Sanitation	932,606	280,047.04	280,047.04	0.00	652,558.96	69.97
Parks Department	93,724	0.00	13,745.42	0.00	79,978.58	85.33
Public Works Admin	92,277	0.00	0.00	0.00	92,277.00	100.00
Code Department	212,808	1,691.21	25,519.21	0.00	187,288.79	88.01
Risk Manager	71,771	0.00	483.84	0.00	71,287.16	99.33
Information Systems Mgr	<u>255,507</u>	<u>0.00</u>	<u>52,908.62</u>	<u>65,288.18</u>	<u>137,310.20</u>	<u>53.74</u>
TOTAL EXPENDITURES	3,598,616	290,129.71	698,124.09	625,914.86	2,274,577.05	63.21
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	(194,719.74)	(60,372.62)	(625,914.86)	686,286.48	8,648.00-

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Gen Fund - CIP Revenue						
=====						
<u>Intergovernmental</u>						
07-00-73800 Grant Proceeds	266,121	0.00	0.00	0.00	266,121.00	100.00
07-00-73850 Insurance proceeds	0	44,200.47	79,192.97	0.00	(79,192.97)	0.00
07-00-73950 Resale of Property	<u>0</u>	<u>2,658.86</u>	<u>7,845.84</u>	<u>0.00</u>	<u>(7,845.84)</u>	<u>0.00</u>
TOTAL Intergovernmental	266,121	46,859.33	87,038.81	0.00	179,082.19	67.29
<u>Investment Earnings</u>						
07-00-78500 Interest Earnings	<u>0</u>	<u>2,450.23</u>	<u>43,608.15</u>	<u>0.00</u>	<u>(43,608.15)</u>	<u>0.00</u>
TOTAL Investment Earnings	0	2,450.23	43,608.15	0.00	(43,608.15)	0.00
<u>Fund Balance Carryover</u>						
07-00-79800 Carryover	<u>2,779,289</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,779,289.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	2,779,289	0.00	0.00	0.00	2,779,289.00	100.00
<u>Transfers</u>						
07-00-79920 Deprecation Transfers In	<u>553,205</u>	<u>46,100.41</u>	<u>507,104.51</u>	<u>0.00</u>	<u>46,100.49</u>	<u>8.33</u>
TOTAL Transfers	<u>553,205</u>	<u>46,100.41</u>	<u>507,104.51</u>	<u>0.00</u>	<u>46,100.49</u>	<u>8.33</u>
TOTAL Gen Fund - CIP Revenue	3,598,615	95,409.97	637,751.47	0.00	2,960,863.53	82.28
TOTAL REVENUE	3,598,615	95,409.97	637,751.47	0.00	2,960,863.53	82.28

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
City Manager/Clerk =====						
<u>Capital Projects</u>						
07-02-88200 Capital Imp-Furniture	5,117	0.00	639.25	0.00	4,477.75	87.51
07-02-88400 Capital Imp-Software	37,489	0.00	0.00	0.00	37,489.00	100.00
07-02-88500 Capital Imp-Equipment	<u>36,531</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,531.00</u>	<u>100.00</u>
TOTAL Capital Projects	79,137	0.00	639.25	0.00	78,497.75	99.19
TOTAL City Manager/Clerk	79,137	0.00	639.25	0.00	78,497.75	99.19
Municipal Court =====						
<u>Capital Projects</u>						
Police Department =====						
<u>Capital Projects</u>						
07-06-88100 Capital Outlay - Vehicles	642,918	0.00	71,907.50	0.00	571,010.50	88.82
07-06-88200 Capital Imp-Furniture	5,726	0.00	0.00	0.00	5,726.00	100.00
07-06-88400 Capital Imp-Software	11,980	0.00	0.00	0.00	11,980.00	100.00
07-06-88500 Capital Imp-Equipment	102,761	0.00	86,220.00	0.00	16,541.00	16.10
07-06-88600 Capital Imp-Radios	99,779	2,414.45	3,219.94	0.00	96,559.06	96.77
07-06-88700 Capital Imp-Guns	<u>18,906</u>	<u>(979.99)</u>	<u>0.00</u>	<u>0.00</u>	<u>18,906.00</u>	<u>100.00</u>
TOTAL Capital Projects	882,070	1,434.46	161,347.44	0.00	720,722.56	81.71
TOTAL Police Department	882,070	1,434.46	161,347.44	0.00	720,722.56	81.71
Fire Department =====						
<u>Capital Projects</u>						
07-07-88000 Capital Outlay	0	0.00	22,633.09	0.00 (	22,633.09)	0.00
07-07-88100 Capital Outlay - Vehicles	263,374	0.00	38,229.40	0.00	225,144.60	85.48
07-07-88150 FIRE TRUCK RESERVE	300,000	0.00	0.00	500,000.00 (	200,000.00)	66.67-
07-07-88200 Capital Imp-Furniture	64,000	0.00	50,464.23	13,071.25	464.52	0.73
07-07-88400 Capital Imp-Software	4,207	0.00	0.00	0.00	4,207.00	100.00
07-07-88500 Capital Imp-Equipment	82,244	6,957.00	23,240.69	44,772.49	14,230.82	17.30
07-07-88600 Capital Imp-Radios	31,691	0.00	23,678.58	2,782.94	5,229.48	16.50
07-07-88800 Capital Imp-Medical	16,667	0.00	1,831.00	0.00	14,836.00	89.01
07-07-88900 Capital Imp-SCBA	41,262	0.00	0.00	0.00	41,262.00	100.00
07-07-89100 Capital Imp - Fire Hose	<u>26,425</u>	<u>0.00</u>	<u>3,356.28</u>	<u>0.00</u>	<u>23,068.72</u>	<u>87.30</u>
TOTAL Capital Projects	829,870	6,957.00	163,433.27	560,626.68	105,810.05	12.75

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
TOTAL Fire Department	829,870	6,957.00	163,433.27	560,626.68	105,810.05	12.75
Streets =====						
<u>Capital Projects</u>						
07-09-88100 Capital Outlay - Vehicles	99,196	0.00	0.00	0.00	99,196.00	100.00
07-09-88500 Capital Imp-Equipment	35,049	0.00	0.00	0.00	35,049.00	100.00
07-09-89200 Capital Imp-Monument Entry	<u>14,601</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,601.00</u>	<u>100.00</u>
TOTAL Capital Projects	148,846	0.00	0.00	0.00	148,846.00	100.00
TOTAL Streets	148,846	0.00	0.00	0.00	148,846.00	100.00
Sanitation =====						
<u>Capital Projects</u>						
07-10-88100 Capital Imp - Vehicles	931,106	280,047.04	280,047.04	0.00	651,058.96	69.92
07-10-88500 Equipment	<u>1,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>100.00</u>
TOTAL Capital Projects	932,606	280,047.04	280,047.04	0.00	652,558.96	69.97
TOTAL Sanitation	932,606	280,047.04	280,047.04	0.00	652,558.96	69.97
Parks Department =====						
<u>Capital Projects</u>						
07-11-88500 Capital Imp-Equipment	<u>93,724</u>	<u>0.00</u>	<u>13,745.42</u>	<u>0.00</u>	<u>79,978.58</u>	<u>85.33</u>
TOTAL Capital Projects	93,724	0.00	13,745.42	0.00	79,978.58	85.33
TOTAL Parks Department	93,724	0.00	13,745.42	0.00	79,978.58	85.33
Public Works Admin =====						
<u>Capital Projects</u>						
07-12-88100 Capital Outlay - Vehicles	55,940	0.00	0.00	0.00	55,940.00	100.00
07-12-88200 Furniture	29,951	0.00	0.00	0.00	29,951.00	100.00
07-12-88500 Capital Imp-Equipment	<u>6,386</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,386.00</u>	<u>100.00</u>
TOTAL Capital Projects	92,277	0.00	0.00	0.00	92,277.00	100.00
TOTAL Public Works Admin	92,277	0.00	0.00	0.00	92,277.00	100.00

07 -General Fund - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Other Services						
Capital Projects						
Code Department =====						
Capital Projects						
07-14-88100 Capital Outlay - Vehicles	204,797	1,691.21	22,869.21	0.00	181,927.79	88.83
07-14-88400 Capital Imp-Software	<u>8,011</u>	<u>0.00</u>	<u>2,650.00</u>	<u>0.00</u>	<u>5,361.00</u>	<u>66.92</u>
TOTAL Capital Projects	212,808	1,691.21	25,519.21	0.00	187,288.79	88.01
TOTAL Code Department						
	212,808	1,691.21	25,519.21	0.00	187,288.79	88.01
Risk Manager =====						
Capital Projects						
07-15-88100 Capital Outlay - Vehicles	61,939	0.00	0.00	0.00	61,939.00	100.00
07-15-88200 Capital Imp-Furniture	1,604	0.00	0.00	0.00	1,604.00	100.00
07-15-88500 Capital Imp-Equipment	<u>8,228</u>	<u>0.00</u>	<u>483.84</u>	<u>0.00</u>	<u>7,744.16</u>	<u>94.12</u>
TOTAL Capital Projects	71,771	0.00	483.84	0.00	71,287.16	99.33
TOTAL Risk Manager						
	71,771	0.00	483.84	0.00	71,287.16	99.33
Information Systems Mgr =====						
Capital Projects						
07-16-88200 Capital Imp-Furniture	5,574	0.00	0.00	0.00	5,574.00	100.00
07-16-88300 Capital Imp-Computers	143,100	0.00	24,735.75	21,051.25	97,313.00	68.00
07-16-88400 Capital Outlay - Software	7,142	0.00	0.00	0.00	7,142.00	100.00
07-16-88500 Capital Imp-Equipment	76,691	0.00	28,172.87	44,236.93	4,281.20	5.58
07-16-88600 Radios	<u>23,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>23,000.00</u>	<u>100.00</u>
TOTAL Capital Projects	255,507	0.00	52,908.62	65,288.18	137,310.20	53.74
TOTAL Information Systems Mgr						
	255,507	0.00	52,908.62	65,288.18	137,310.20	53.74
TOTAL EXPENDITURES						
	3,598,616	290,129.71	698,124.09	625,914.86	2,274,577.05	63.21
REVENUE OVER/ (UNDER) EXPENDITURES	(1)	(194,719.74)	(60,372.62)	(625,914.86)	686,286.48	8,648.00-

08 -Sinking Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Undesignated	<u>5,260,575</u>	<u>30,878.57</u>	<u>4,554,084.67</u>	<u>0.00</u>	<u>706,490.33</u>	<u>13.43</u>
TOTAL REVENUES	5,260,575	30,878.57	4,554,084.67	0.00	706,490.33	13.43
<u>EXPENDITURE SUMMARY</u>						
General Government	<u>5,260,575</u>	<u>69.83</u>	<u>417,848.66</u>	<u>0.00</u>	<u>4,842,726.34</u>	<u>92.06</u>
TOTAL EXPENDITURES	5,260,575	69.83	417,848.66	0.00	4,842,726.34	92.06
REVENUE OVER/ (UNDER) EXPENDITURES	0	30,808.74	4,136,236.01	0.00	(4,136,236.01)	0.00

08 -Sinking Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Property Tax Spec Purpos</u>						
08-00-71650 Ad Valorem Tax Revenue	<u>5,252,575</u>	<u>30,074.57</u>	<u>4,528,031.84</u>	<u>0.00</u>	<u>724,543.16</u>	<u>13.79</u>
TOTAL Property Tax Spec Purpos	5,252,575	30,074.57	4,528,031.84	0.00	724,543.16	13.79
<u>Investment Earnings</u>						
08-00-78500 Interest Earned	<u>8,000</u>	<u>804.00</u>	<u>26,052.83</u>	<u>0.00</u>	(<u>18,052.83</u>)	<u>225.66-</u>
TOTAL Investment Earnings	8,000	804.00	26,052.83	0.00	(18,052.83)	225.66-
<u>Miscellaneous Revenue</u>						
<u>Fund Balance Carryover</u>						
TOTAL Undesignated	<u>5,260,575</u>	<u>30,878.57</u>	<u>4,554,084.67</u>	<u>0.00</u>	<u>706,490.33</u>	<u>13.43</u>
TOTAL REVENUE						
	5,260,575	30,878.57	4,554,084.67	0.00	706,490.33	13.43

08 -Sinking Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
<u>Other Services</u>						
08-13-85400 Bank Charges	500	69.83	617.41	0.00	(117.41)	23.48-
TOTAL Other Services	500	69.83	617.41	0.00	(117.41)	23.48-
<u>Capital Projects</u>						
08-13-91000 Principle Payments - GO Bon	4,230,000	0.00	0.00	0.00	4,230,000.00	100.00
08-13-92000 Interest Payments on GO Bon	1,027,825	0.00	416,181.25	0.00	611,643.75	59.51
08-13-93000 Fiscal Charges - Trustee	2,250	0.00	1,050.00	0.00	1,200.00	53.33
TOTAL Capital Projects	5,260,075	0.00	417,231.25	0.00	4,842,843.75	92.07
TOTAL General Government	5,260,575	69.83	417,848.66	0.00	4,842,726.34	92.06
TOTAL EXPENDITURES	5,260,575	69.83	417,848.66	0.00	4,842,726.34	92.06
REVENUE OVER/ (UNDER) EXPENDITURES	0	30,808.74	4,136,236.01	0.00	(4,136,236.01)	0.00

09 -Meter Deposits
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						

09 -Meter Deposits

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Undesignated =====						
<u>Investment Earnings</u>	=====	=====	=====	=====	=====	=====

10 -911 Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
911 Fund Revenues	<u>65,616</u>	<u>1,826.12</u>	<u>10,603.11</u>	<u>0.00</u>	<u>55,012.89</u>	<u>83.84</u>
TOTAL REVENUES	65,616	1,826.12	10,603.11	0.00	55,012.89	83.84
<u>EXPENDITURE SUMMARY</u>						
General Government	<u>65,616</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>65,616.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	65,616	0.00	0.00	0.00	65,616.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,826.12	10,603.11	0.00 (	10,603.11)	0.00

10 -911 Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
911 Fund Revenues =====						
<u>Property Tax Spec Purpos</u>						
10-00-71800 911 ASSOCIATION	<u>8,000</u>	<u>1,504.13</u>	<u>8,166.75</u>	<u>0.00</u>	(<u>166.75</u>)	<u>2.08-</u>
TOTAL Property Tax Spec Purpos	8,000	1,504.13	8,166.75	0.00	(166.75)	2.08-
<u>Investment Earnings</u>						
10-00-78500 Interest Income	<u>100</u>	<u>321.99</u>	<u>2,436.36</u>	<u>0.00</u>	(<u>2,336.36</u>)	<u>2,336.36-</u>
TOTAL Investment Earnings	100	321.99	2,436.36	0.00	(2,336.36)	2,336.36-
<u>Fund Balance Carryover</u>						
10-00-79800 Carryover	<u>57,516</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>57,516.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>57,516</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>57,516.00</u>	<u>100.00</u>
TOTAL 911 Fund Revenues	65,616	1,826.12	10,603.11	0.00	55,012.89	83.84
TOTAL REVENUE	65,616	1,826.12	10,603.11	0.00	55,012.89	83.84

10 -911 Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Material and Supplies						
10-13-83000 MATERIAL & SUPPLIES	1,000	0.00	0.00	0.00	1,000.00	100.00
10-13-83975 Contingency	<u>64,616</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>64,616.00</u>	<u>100.00</u>
TOTAL Material and Supplies	65,616	0.00	0.00	0.00	65,616.00	100.00
Other Services	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL General Government						
	65,616	0.00	0.00	0.00	65,616.00	100.00
911 Association =====						
Other Services	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TOTAL EXPENDITURES						
	65,616	0.00	0.00	0.00	65,616.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,826.12	10,603.11	0.00 (	10,603.11)	0.00

11 -Impound Fee Police Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Impound Fee Fund	<u>30,629</u>	<u>556.43</u>	<u>5,684.98</u>	<u>0.00</u>	<u>24,944.02</u>	<u>81.44</u>
TOTAL REVENUES	30,629	556.43	5,684.98	0.00	24,944.02	81.44
<u>EXPENDITURE SUMMARY</u>						
Police Dept	<u>30,629</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,629.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	30,629	0.00	0.00	0.00	30,629.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	556.43	5,684.98	0.00 (	5,684.98)	0.00

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Impound Fee Fund						
=====						
<u>Fines & Forfeits</u>						
11-00-76350 Police Impound Fees	3,500	400.00	4,500.00	0.00	(1,000.00)	28.57-
TOTAL Fines & Forfeits	3,500	400.00	4,500.00	0.00	(1,000.00)	28.57-
<u>Investment Earnings</u>						
11-00-78500 Interest Income	100	156.43	1,184.98	0.00	(1,084.98)	1,084.98-
TOTAL Investment Earnings	100	156.43	1,184.98	0.00	(1,084.98)	1,084.98-
<u>Fund Balance Carryover</u>						
11-00-79800 Carryover	27,029	0.00	0.00	0.00	27,029.00	100.00
TOTAL Fund Balance Carryover	27,029	0.00	0.00	0.00	27,029.00	100.00
TOTAL Impound Fee Fund	30,629	556.43	5,684.98	0.00	24,944.02	81.44
TOTAL REVENUE	30,629	556.43	5,684.98	0.00	24,944.02	81.44

11 -Impound Fee Police Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Police Dept =====						
<u>Material and Supplies</u>						
<u>Other Services</u>						
11-06-84000 Equipment Maintenance	5,000	0.00	0.00	0.00	5,000.00	100.00
11-06-86850 Software Maintenance	4,000	0.00	0.00	0.00	4,000.00	100.00
11-06-86875 Maintenance - Auto Lic Read	<u>21,629</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21,629.00</u>	<u>100.00</u>
TOTAL Other Services	30,629	0.00	0.00	0.00	30,629.00	100.00
TOTAL Police Dept	30,629	0.00	0.00	0.00	30,629.00	100.00
TOTAL EXPENDITURES	30,629	0.00	0.00	0.00	30,629.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	556.43	5,684.98	0.00 (	5,684.98)	0.00

13 -Municipal Authority - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
NHMA CIP - Revenues	<u>1,897,470</u>	<u>9,826.13</u>	<u>126,813.98</u>	<u>0.00</u>	<u>1,770,656.02</u>	<u>93.32</u>
TOTAL REVENUES	1,897,470	9,826.13	126,813.98	0.00	1,770,656.02	93.32
<u>EXPENDITURE SUMMARY</u>						
General Government	1,877,509	245,781.31	486,730.81	372,109.40	1,018,668.79	54.26
Information Systems	<u>19,961</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,961.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	1,897,470	245,781.31	486,730.81	372,109.40	1,038,629.79	54.74
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	235,955.18) (	359,916.83) (	372,109.40)	732,026.23	0.00

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
NHMA CIP - Revenues =====						
<u>Intergovernmental</u>						
13-00-73850 Insurance Proceeds - etal	0	0.00	1,929.78	0.00	(1,929.78)	0.00
TOTAL Intergovernmental	0	0.00	1,929.78	0.00	(1,929.78)	0.00
<u>Investment Earnings</u>						
13-00-78500 Interest	0	3,423.13	54,451.20	0.00	(54,451.20)	0.00
TOTAL Investment Earnings	0	3,423.13	54,451.20	0.00	(54,451.20)	0.00
<u>Fund Balance Carryover</u>						
13-00-79800 Carryover	1,820,634	0.00	0.00	0.00	1,820,634.00	100.00
TOTAL Fund Balance Carryover	1,820,634	0.00	0.00	0.00	1,820,634.00	100.00
<u>Transfers</u>						
13-00-79920 Deprecation Transfers In	76,836	6,403.00	70,433.00	0.00	6,403.00	8.33
TOTAL Transfers	76,836	6,403.00	70,433.00	0.00	6,403.00	8.33
TOTAL NHMA CIP - Revenues	1,897,470	9,826.13	126,813.98	0.00	1,770,656.02	93.32
TOTAL REVENUE	1,897,470	9,826.13	126,813.98	0.00	1,770,656.02	93.32

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Capital Projects						
13-12-88000 Capital Outlay	576,576	135,246.75	370,546.25	279,818.40 (	73,788.65)	12.80-
13-12-88100 Vehicles	124,564	63,087.00	63,087.00	92,291.00 (	30,814.00)	24.74-
13-12-88400 Capital Imp - Software	52,500	0.00	0.00	0.00	52,500.00	100.00
13-12-88500 Capital Imp - Equipment	73,828	47,447.56	53,097.56	0.00	20,730.44	28.08
13-12-88600 Capital Imp - Radios/Commun	6,024	0.00	0.00	0.00	6,024.00	100.00
13-12-89200 Capital Imp-Water Wells	944,017	0.00	0.00	0.00	944,017.00	100.00
13-12-89300 Capital Imp-Paint Water Tow	<u>100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>100.00</u>
TOTAL Capital Projects	1,877,509	245,781.31	486,730.81	372,109.40	1,018,668.79	54.26
TOTAL General Government						
	1,877,509	245,781.31	486,730.81	372,109.40	1,018,668.79	54.26
Information Systems =====						
Capital Projects						
13-16-88300 Capital Outlay - Computers	<u>19,961</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,961.00</u>	<u>100.00</u>
TOTAL Capital Projects	19,961	0.00	0.00	0.00	19,961.00	100.00
TOTAL Information Systems						
	19,961	0.00	0.00	0.00	19,961.00	100.00
TOTAL EXPENDITURES						
	1,897,470	245,781.31	486,730.81	372,109.40	1,038,629.79	54.74
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	235,955.18) (	359,916.83) (	372,109.40)	732,026.23	0.00

14 -Water Impact Fees Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Water Impact Fee	<u>135,722</u>	<u>649.41</u>	<u>14,534.57</u>	<u>0.00</u>	<u>121,187.43</u>	<u>89.29</u>
TOTAL REVENUES	135,722	649.41	14,534.57	0.00	121,187.43	89.29
<u>EXPENDITURE SUMMARY</u>						
Water Impact Fee	<u>135,722</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,722.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	135,722	0.00	0.00	0.00	135,722.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	649.41	14,534.57	0.00 (	14,534.57)	0.00

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
<u>Water</u>						
14-00-75350 Water Capacity Charges	12,000	0.00	9,520.00	0.00	2,480.00	20.67
TOTAL Water	12,000	0.00	9,520.00	0.00	2,480.00	20.67
<u>Investment Earnings</u>						
14-00-78500 Interest Income	280	649.41	5,014.57	0.00	(4,734.57)	1,690.92-
TOTAL Investment Earnings	280	649.41	5,014.57	0.00	(4,734.57)	1,690.92-
<u>Fund Balance Carryover</u>						
14-00-79800 Fund Balance Carryover	123,442	0.00	0.00	0.00	123,442.00	100.00
TOTAL Fund Balance Carryover	123,442	0.00	0.00	0.00	123,442.00	100.00
TOTAL Water Impact Fee	135,722	649.41	14,534.57	0.00	121,187.43	89.29
TOTAL REVENUE	135,722	649.41	14,534.57	0.00	121,187.43	89.29

14 -Water Impact Fees Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Water Impact Fee =====						
Material and Supplies						
Other Services						
Capital Projects						
14-22-89900 Capital - Water System	135,722	0.00	0.00	0.00	135,722.00	100.00
TOTAL Capital Projects	135,722	0.00	0.00	0.00	135,722.00	100.00
TOTAL Water Impact Fee	135,722	0.00	0.00	0.00	135,722.00	100.00
TOTAL EXPENDITURES	135,722	0.00	0.00	0.00	135,722.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	649.41	14,534.57	0.00 (	14,534.57)	0.00

15 -Sewer Impact Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Sewer Impact Fee	<u>91,400</u>	<u>437.73</u>	<u>11,631.79</u>	<u>0.00</u>	<u>79,768.21</u>	<u>87.27</u>
TOTAL REVENUES	91,400	437.73	11,631.79	0.00	79,768.21	87.27
<u>EXPENDITURE SUMMARY</u>						
Sewer Impact Fee	<u>91,400</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>91,400.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	91,400	0.00	0.00	0.00	91,400.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	437.73	11,631.79	0.00 (	11,631.79)	0.00

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee						
=====						
 <u>Wastewater</u>						
15-00-75750 Sewer Capacity Charges	<u>11,000</u>	<u>0.00</u>	<u>8,289.00</u>	<u>0.00</u>	<u>2,711.00</u>	<u>24.65</u>
TOTAL Wastewater	11,000	0.00	8,289.00	0.00	2,711.00	24.65
 <u>Investment Earnings</u>						
15-00-78500 Interest Income	<u>185</u>	<u>437.73</u>	<u>3,342.79</u>	<u>0.00</u>	(<u>3,157.79</u>)	1,706.91-
TOTAL Investment Earnings	185	437.73	3,342.79	0.00	(3,157.79)	1,706.91-
 <u>Fund Balance Carryover</u>						
15-00-79800 Fund Balance Carryover	<u>80,215</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>80,215.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>80,215</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>80,215.00</u>	<u>100.00</u>
TOTAL Sewer Impact Fee	91,400	437.73	11,631.79	0.00	79,768.21	87.27
TOTAL REVENUE	91,400	437.73	11,631.79	0.00	79,768.21	87.27

15 -Sewer Impact Fee Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Sewer Impact Fee =====						
Material and Supplies						
Other Services						
Capital Projects						
15-23-89900 Capital - Sewer System	91,400	0.00	0.00	0.00	91,400.00	100.00
TOTAL Capital Projects	91,400	0.00	0.00	0.00	91,400.00	100.00
TOTAL Sewer Impact Fee	91,400	0.00	0.00	0.00	91,400.00	100.00
TOTAL EXPENDITURES	91,400	0.00	0.00	0.00	91,400.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	437.73	11,631.79	0.00 (	11,631.79)	0.00

17 -Drainage Fee Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>207,399</u>	<u>6,396.70</u>	<u>66,504.32</u>	<u>0.00</u>	<u>140,894.68</u>	<u>67.93</u>
TOTAL REVENUES	207,399	6,396.70	66,504.32	0.00	140,894.68	67.93
<u>EXPENDITURE SUMMARY</u>						
Drainage	<u>207,399</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>207,399.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	207,399	0.00	0.00	0.00	207,399.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,396.70	66,504.32	0.00 (	66,504.32)	0.00

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Water</u>						
17-00-75370 Drainage Fee	<u>62,148</u>	<u>5,441.18</u>	<u>59,966.12</u>	<u>0.00</u>	<u>2,181.88</u>	<u>3.51</u>
TOTAL Water	62,148	5,441.18	59,966.12	0.00	2,181.88	3.51
<u>Investment Earnings</u>						
17-00-78500 Interest Income	<u>251</u>	<u>955.52</u>	<u>6,538.20</u>	<u>0.00</u>	(<u>6,287.20</u>)	<u>2,504.86-</u>
TOTAL Investment Earnings	251	955.52	6,538.20	0.00	(6,287.20)	2,504.86-
<u>Fund Balance Carryover</u>						
17-00-79800 Fund Balance Carryover	<u>145,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>145,000.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	145,000	0.00	0.00	0.00	145,000.00	100.00
TOTAL Revenues	207,399	6,396.70	66,504.32	0.00	140,894.68	67.93
TOTAL REVENUE	207,399	6,396.70	66,504.32	0.00	140,894.68	67.93

17 -Drainage Fee Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Drainage =====						
Capital Projects						
17-24-89900 Drainage Capital	207,399	0.00	0.00	0.00	207,399.00	100.00
TOTAL Capital Projects	207,399	0.00	0.00	0.00	207,399.00	100.00
TOTAL Drainage	207,399	0.00	0.00	0.00	207,399.00	100.00
TOTAL EXPENDITURES	207,399	0.00	0.00	0.00	207,399.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	6,396.70	66,504.32	0.00 (	66,504.32)	0.00

18 -Health Insurance Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,041,270</u>	<u>90,772.61</u>	<u>1,034,556.40</u>	<u>0.00</u>	<u>6,713.60</u>	<u>0.64</u>
TOTAL REVENUES	1,041,270	90,772.61	1,034,556.40	0.00	6,713.60	0.64
<u>EXPENDITURE SUMMARY</u>						
Revenues	1,000	38.89	526.40	0.00	473.60	47.36
Expenses	<u>1,040,270</u>	<u>121,003.65</u>	<u>978,426.64</u>	<u>0.00</u>	<u>61,843.36</u>	<u>5.94</u>
TOTAL EXPENDITURES	1,041,270	121,042.54	978,953.04	0.00	62,316.96	5.98
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	30,269.93)	55,603.36	0.00 (	55,603.36)	0.00

18 -Health Insurance Fund

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
 <u>Investment Earnings</u>						
18-00-78500 Interest Income	<u>400</u>	<u>1,210.57</u>	<u>12,359.84</u>	<u>0.00</u>	(<u>11,959.84</u>)	<u>2,989.96-</u>
TOTAL Investment Earnings	400	1,210.57	12,359.84	0.00	(11,959.84)	2,989.96-
 <u>Miscellaneous Revenue</u>						
18-00-79550 Misc. Income	<u>10,000</u>	<u>0.00</u>	<u>29,103.29</u>	<u>0.00</u>	(<u>19,103.29</u>)	<u>191.03-</u>
TOTAL Miscellaneous Revenue	10,000	0.00	29,103.29	0.00	(19,103.29)	191.03-
 <u>Fund Balance Carryover</u>						
18-00-79805 Premium Revenue	<u>1,030,870</u>	<u>89,562.04</u>	<u>993,093.27</u>	<u>0.00</u>	<u>37,776.73</u>	<u>3.66</u>
TOTAL Fund Balance Carryover	<u>1,030,870</u>	<u>89,562.04</u>	<u>993,093.27</u>	<u>0.00</u>	<u>37,776.73</u>	<u>3.66</u>
TOTAL Revenues	1,041,270	90,772.61	1,034,556.40	0.00	6,713.60	0.64
TOTAL REVENUE	1,041,270	90,772.61	1,034,556.40	0.00	6,713.60	0.64

18 -Health Insurance Fund

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues						
=====						
<u>Other Services</u>						
18-00-85400 Bank Charges	<u>1,000</u>	<u>38.89</u>	<u>526.40</u>	<u>0.00</u>	<u>473.60</u>	<u>47.36</u>
TOTAL Other Services	1,000	38.89	526.40	0.00	473.60	47.36
TOTAL Revenues	1,000	38.89	526.40	0.00	473.60	47.36
Expenses						
=====						
<u>Personnel Services</u>						
18-13-80510 Premium Expense	192,039	16,941.58	186,145.09	0.00	5,893.91	3.07
18-13-80520 Health Insurance Claims	814,379	93,632.59	745,468.10	0.00	68,910.90	8.46
18-13-80530 Adminstration Cost	<u>33,852</u>	<u>10,429.48</u>	<u>46,813.45</u>	<u>0.00</u>	<u>(12,961.45)</u>	<u>38.29</u>
TOTAL Personnel Services	1,040,270	121,003.65	978,426.64	0.00	61,843.36	5.94
TOTAL Expenses	1,040,270	121,003.65	978,426.64	0.00	61,843.36	5.94
TOTAL EXPENDITURES	1,041,270	121,042.54	978,953.04	0.00	62,316.96	5.98
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	30,269.93)	55,603.36	0.00 (	55,603.36)	0.00

20 -Designated Funds-Parks
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Revenues	<u>1,001,200</u>	<u>1,998.46</u>	<u>20,920.23</u>	<u>0.00</u>	<u>980,279.77</u>	<u>97.91</u>
TOTAL REVENUES	1,001,200	1,998.46	20,920.23	0.00	980,279.77	97.91
<u>EXPENDITURE SUMMARY</u>						
Parks Donations	<u>1,001,200</u>	<u>80,083.35</u>	<u>724,805.25</u>	<u>6,975.00</u>	<u>269,419.75</u>	<u>26.91</u>
TOTAL EXPENDITURES	1,001,200	80,083.35	724,805.25	6,975.00	269,419.75	26.91
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	78,084.89) (	703,885.02) (	6,975.00)	710,860.02	0.00

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Revenues =====						
Investment Earnings						
20-00-78500 Interest Income	1,200	1,998.46	20,920.23	0.00	(19,720.23)	1,643.35-
TOTAL Investment Earnings	1,200	1,998.46	20,920.23	0.00	(19,720.23)	1,643.35-
Miscellaneous Revenue						
Fund Balance Carryover						
20-00-79820 Carryover - Parks	1,000,000	0.00	0.00	0.00	1,000,000.00	100.00
TOTAL Fund Balance Carryover	1,000,000	0.00	0.00	0.00	1,000,000.00	100.00
TOTAL Revenues	1,001,200	1,998.46	20,920.23	0.00	980,279.77	97.91
TOTAL REVENUE	1,001,200	1,998.46	20,920.23	0.00	980,279.77	97.91

20 -Designated Funds-Parks

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Parks Donations						
=====						
<u>Material and Supplies</u>						
20-11-83900 Other Services & Charges	<u>45,000</u>	<u>0.00</u>	<u>39,525.00</u>	<u>6,975.00</u>	(<u>1,500.00</u>)	<u>3.33-</u>
TOTAL Material and Supplies	45,000	0.00	39,525.00	6,975.00	(1,500.00)	3.33-
<u>Capital Projects</u>						
20-11-88000 Capital Outlay	<u>956,200</u>	<u>80,083.35</u>	<u>685,280.25</u>	<u>0.00</u>	<u>270,919.75</u>	<u>28.33</u>
TOTAL Capital Projects	956,200	80,083.35	685,280.25	0.00	270,919.75	28.33
TOTAL Parks Donations	1,001,200	80,083.35	724,805.25	6,975.00	269,419.75	26.91
TOTAL EXPENDITURES	1,001,200	80,083.35	724,805.25	6,975.00	269,419.75	26.91
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	78,084.89) (	703,885.02) (	6,975.00)	710,860.02	0.00

80 -General Obligation Bonds
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Int Earned/Misc Receipts	0	8,073.35	8,822,572.49	0.00	(8,822,572.49)	0.00
TOTAL REVENUES	0	8,073.35	8,822,572.49	0.00	(8,822,572.49)	0.00
<u>EXPENDITURE SUMMARY</u>						
2018 GO Bond	0	0.00	5,728.19	0.00	(5,728.19)	0.00
2019 GO Bond	0	0.00	25,350.61	0.00	(25,350.61)	0.00
2020 GO Bond	0	36,626.74	843,088.96	63,962.25	(907,051.21)	0.00
2021 GO Bond	0	158,036.94	2,056,431.62	136,062.63	(2,192,494.25)	0.00
2022 GO Bond	0	188,781.32	2,951,337.57	1,056,818.84	(4,008,156.41)	0.00
2023 GO Bond	0	40.89	802,628.17	145,537.08	(948,165.25)	0.00
TOTAL EXPENDITURES	0	383,485.89	6,684,565.12	1,402,380.80	(8,086,945.92)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	(375,412.54)	2,138,007.37	(1,402,380.80)	(735,626.57)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
Int Earned/Misc Receipts						
=====						
Intergovernmental						
Investment Earnings						
80-00-78525 Proceeds from Sale of Bonds	0	0.00	8,400,000.00	0.00	(8,400,000.00)	0.00
80-00-78530 Premium on issuance of debt	0	0.00	240,233.00	0.00	(240,233.00)	0.00
TOTAL Investment Earnings	0	0.00	8,640,233.00	0.00	(8,640,233.00)	0.00
Miscellaneous Revenue						
80-00-79088 Interest Income 2018 GO Bon	0	0.00	79.86	0.00	(79.86)	0.00
80-00-79089 Interest Income 2019 GO Bon	0	0.00	410.53	0.00	(410.53)	0.00
80-00-79090 Interest Income 2020 GO Bd	0	751.65	13,669.88	0.00	(13,669.88)	0.00
80-00-79091 Interest Income 2021 GO Bon	0	1,587.54	75,699.30	0.00	(75,699.30)	0.00
80-00-79092 Interest Income 2022 GO	0	4,370.58	74,746.25	0.00	(74,746.25)	0.00
80-00-79093 Interest Income 2023 GO Bon	0	1,363.58	17,733.67	0.00	(17,733.67)	0.00
TOTAL Miscellaneous Revenue	0	8,073.35	182,339.49	0.00	(182,339.49)	0.00
Fund Balance Carryover						
TOTAL Int Earned/Misc Receipts	0	8,073.35	8,822,572.49	0.00	(8,822,572.49)	0.00
TOTAL REVENUE	0	8,073.35	8,822,572.49	0.00	(8,822,572.49)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2012 GO Bond =====						
Other Services						
Capital Projects						
Transfers Out						
2015 GO Bond =====						
Other Services						
Capital Projects						
Transfers Out						
2016 GO Bond =====						
Other Services						
Capital Projects						
Transfers Out						
2017 GO Bond =====						
Other Services						
Capital Projects						
Transfers Out						
2018 GO Bond =====						
Other Services						
80-88-85400 Bank Charges	0	0.00	63.59	0.00	(63.59)	0.00
TOTAL Other Services	0	0.00	63.59	0.00	(63.59)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Capital Projects</u>						
<u>Transfers Out</u>						
80-88-99400 Communications & Data Syste	0	0.00	5,512.62	0.00 (	5,512.62)	0.00
80-88-99800 Other Expenses Paid from In	0	0.00	151.98	0.00 (	151.98)	0.00
TOTAL Transfers Out	0	0.00	5,664.60	0.00 (	5,664.60)	0.00
TOTAL 2018 GO Bond	0	0.00	5,728.19	0.00 (	5,728.19)	0.00
2019 GO Bond						
=====						
<u>Other Services</u>						
80-89-85400 Bank Charges	0	0.00	123.90	0.00 (	123.90)	0.00
TOTAL Other Services	0	0.00	123.90	0.00 (	123.90)	0.00
<u>Capital Projects</u>						
80-89-98550 Water Projects	0	0.00	24,057.48	0.00 (	24,057.48)	0.00
TOTAL Capital Projects	0	0.00	24,057.48	0.00 (	24,057.48)	0.00
<u>Transfers Out</u>						
80-89-99800 Other Expenses Paid from In	0	0.00	1,169.23	0.00 (	1,169.23)	0.00
TOTAL Transfers Out	0	0.00	1,169.23	0.00 (	1,169.23)	0.00
TOTAL 2019 GO Bond	0	0.00	25,350.61	0.00 (	25,350.61)	0.00
2020 GO Bond						
=====						
<u>Other Services</u>						
80-90-85400 Bank Charges	0	31.20	535.64	0.00 (	535.64)	0.00
TOTAL Other Services	0	31.20	535.64	0.00 (	535.64)	0.00
<u>Capital Projects</u>						
80-90-96550 Public Works Facility	0	1,392.50	308,871.44	2,637.50 (	311,508.94)	0.00
80-90-97550 Paving (Streets)	0	2,060.54	149,404.35	11,030.95 (	160,435.30)	0.00
80-90-98550 Water Projects	0	0.00	229,584.28	43,200.00 (	272,784.28)	0.00
80-90-98750 Sanitary Sewer System	0	0.00	1,293.67	0.00 (	1,293.67)	0.00
80-90-98950 Traffic Controls	0	32,212.50	50,985.10	5,701.00 (	56,686.10)	0.00
TOTAL Capital Projects	0	35,665.54	740,138.84	62,569.45 (	802,708.29)	0.00
<u>Transfers Out</u>						
80-90-99450 Communications & Data Syste	0	0.00	0.00	1,392.80 (	1,392.80)	0.00
80-90-99700 Fire	0	0.00	89,786.02	0.00 (	89,786.02)	0.00
80-90-99800 Other Expenses Paid from In	0	930.00	12,628.46	0.00 (	12,628.46)	0.00
TOTAL Transfers Out	0	930.00	102,414.48	1,392.80 (	103,807.28)	0.00
TOTAL 2020 GO Bond	0	36,626.74	843,088.96	63,962.25 (	907,051.21)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
2021 GO Bond						
=====						
<u>Other Services</u>						
80-91-85400 Bank Charges	<u>0</u>	<u>68.39</u>	<u>1,049.97</u>	<u>0.00</u>	(<u>1,049.97</u>)	<u>0.00</u>
TOTAL Other Services	0	68.39	1,049.97	0.00	(1,049.97)	0.00
<u>Capital Projects</u>						
80-91-96550 Public Works Facility	0	0.00	729,292.41	0.00	(729,292.41)	0.00
80-91-97550 Paving (Streets)	0	157,211.05	856,547.97	16,696.55	(873,244.52)	0.00
80-91-98550 Water Projects	0	0.00	187,029.14	99,997.50	(287,026.64)	0.00
80-91-98750 Sanitary Sewer System	<u>0</u>	<u>757.50</u>	<u>277,689.83</u>	<u>0.00</u>	(<u>277,689.83</u>)	<u>0.00</u>
TOTAL Capital Projects	0	157,968.55	2,050,559.35	116,694.05	(2,167,253.40)	0.00
<u>Transfers Out</u>						
80-91-99800 Other Expense paid from int	<u>0</u>	<u>0.00</u>	<u>4,822.30</u>	<u>19,368.58</u>	(<u>24,190.88</u>)	<u>0.00</u>
TOTAL Transfers Out	0	0.00	4,822.30	19,368.58	(24,190.88)	0.00
TOTAL 2021 GO Bond	0	158,036.94	2,056,431.62	136,062.63	(2,192,494.25)	0.00
2022 GO Bond						
=====						
<u>Other Services</u>						
80-92-85400 Bank Charges	<u>0</u>	<u>67.09</u>	<u>1,212.40</u>	<u>0.00</u>	(<u>1,212.40</u>)	<u>0.00</u>
TOTAL Other Services	0	67.09	1,212.40	0.00	(1,212.40)	0.00
<u>Capital Projects</u>						
80-92-97550 Paving Projects	0	176,510.29	1,673,078.46	933,326.24	(2,606,404.70)	0.00
80-92-98550 Water Projects	0	2,695.00	62,353.75	44,441.25	(106,795.00)	0.00
80-92-98750 Sanitary Sewer Projects	<u>0</u>	<u>1,518.75</u>	<u>358,811.32</u>	<u>0.00</u>	(<u>358,811.32</u>)	<u>0.00</u>
TOTAL Capital Projects	0	180,724.04	2,094,243.53	977,767.49	(3,072,011.02)	0.00
<u>Transfers Out</u>						
80-92-99450 Technology	0	7,990.19	165,684.06	79,051.35	(244,735.41)	0.00
80-92-99600 Police	0	0.00	95,727.58	0.00	(95,727.58)	0.00
80-92-99700 Fire Projects	<u>0</u>	<u>0.00</u>	<u>594,470.00</u>	<u>0.00</u>	(<u>594,470.00</u>)	<u>0.00</u>
TOTAL Transfers Out	0	7,990.19	855,881.64	79,051.35	(934,932.99)	0.00
TOTAL 2022 GO Bond	0	188,781.32	2,951,337.57	1,056,818.84	(4,008,156.41)	0.00
2023 GO Bond						
=====						
<u>Other Services</u>						
80-93-85400 Bank Charges	<u>0</u>	<u>40.89</u>	<u>575.80</u>	<u>0.00</u>	(<u>575.80</u>)	<u>0.00</u>
TOTAL Other Services	0	40.89	575.80	0.00	(575.80)	0.00

80 -General Obligation Bonds

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Capital Projects</u>						
80-93-97690 Bond Issuance Cost	0	0.00	105,867.00	0.00 (	105,867.00)	0.00
80-93-98550 Water Projects	<u>0</u>	<u>0.00</u>	<u>1,303.25</u>	<u>0.00</u> (	<u>1,303.25)</u>	<u>0.00</u>
TOTAL Capital Projects	0	0.00	107,170.25	0.00 (	107,170.25)	0.00
<u>Transfers Out</u>						
80-93-99600 Police Projects	0	0.00	0.00	90,419.20 (	90,419.20)	0.00
80-93-99700 Fire Projects	<u>0</u>	<u>0.00</u>	<u>694,882.12</u>	<u>55,117.88</u> (	<u>750,000.00)</u>	<u>0.00</u>
TOTAL Transfers Out	0	0.00	694,882.12	145,537.08 (	840,419.20)	0.00
TOTAL 2023 GO Bond	0	40.89	802,628.17	145,537.08 (	948,165.25)	0.00
TOTAL EXPENDITURES	0	383,485.89	6,684,565.12	1,402,380.80 (	8,086,945.92)	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	375,412.54)	2,138,007.37 (	1,402,380.80) (	735,626.57)	0.00

99 -Pooled Cash
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						

99 -Pooled Cash

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
REVENUES						

**City of Nichols Hills
2020 GO Bond Issue**

AS OF:

05/31/23

Account Number:	Street - Paving Projects 80-90-97550	Water System 80-90-98550	Sanitary Sewer Systems 80-90-98750	Traffic Control 80-90-98950	Technology 80-90-99450	Fire 80-90-99700	Police 80-90-99600	PW Facility 80-90-96550	Expenses Paid From Interest Earned 80-90-99800	TOTAL
Issue Amount	3,795,000.00	560,000.00	250,000.00	220,000.00	270,000.00	2,230,000.00	100,000.00	375,000.00		7,800,000.00
Premium	147,329.36	21,740.30	9,705.49	8,540.83	10,481.93	86,572.99	3,882.20	14,558.24		302,811.34
Net Interest earned & Bank Fees									107,235.04	107,235.04
Prior Years:										
Issuance Expense	48,196.50	7,112.00	3,175.00	2,794.00	3,429.00	28,321.00	1,270.00	4,762.50		99,060.00
2019-2020	121,231.08	160,177.66	12,681.00	1,317.37	164,780.00	173,605.00	-	12,688.80	-	646,480.91
2020-2021	2,515,171.75	131,930.86	220,926.57	53,321.61	34,850.00	102,348.42	102,612.20	11,023.00	8,927.92	3,181,112.33
2021-2022	1,097,294.73	9,735.50	21,629.25	57,078.45	77,422.93	1,922,512.55	-	49,575.00	84,097.16	3,319,345.57
2022-2023	149,404.35	229,584.28	1,293.67	50,985.10	-	89,786.02	-	308,871.44	12,628.46	842,553.32
7/31/2022	17,833.05		1,293.67					3,150.00		22,276.72
8/31/2022	13,414.89	61,210.70				89,786.02		72,979.25	930.00	238,320.86
9/30/2022	24,874.94	9,720.00						160,445.80	1,162.50	196,203.24
10/31/2022	27,516.85	11,522.52						12,450.00		51,489.37
11/30/2022	12,503.21	18,900.00		10,500.00				47,783.89	5,653.16	95,340.26
12/31/2022	10,803.21	190.36		2,147.60				2,075.00		15,216.17
1/31/2023	18,813.70	81,240.70						2,075.00	930.00	103,059.40
2/28/2023	18,270.93							2,075.00	1,162.50	21,508.43
3/31/2023	722.50			6,125.00				2,075.00	697.80	9,620.30
4/30/2023	2,590.53	46,800.00						2,370.00	1,162.50	52,923.03
5/31/2023	2,060.54			32,212.50				1,392.50	930.00	36,595.54
PROJECT COST	3,931,298.41	538,540.30	259,705.49	165,496.53	280,481.93	2,316,572.99	103,882.20	386,920.74	105,653.54	8,088,552.13
TOTAL TO DATE:										
Available Funds - Prior to encumbrances	11,030.95	43,200.00	0.00	63,044.30	0.00	(0.00)	(0.00)	2,637.50	1,581.50	121,494.25
Due to Pre-Eng & Design										
ENCUMBRANCES:										
PW Facility Phase III	SRB PO 17-15504							2,637.50		
PC-2105 7600 Blk Dorest Dr.	SRB PO 17-18748									
Utility Technology 5/8" Meters	PO #17-18680	43,200.00								62,569.45
Traffic & Parking - Hardware	PO #17-20481			3,876.00						
ACP International	PO #17-20498			1,825.00						
Available Funds - After encumbrances	0.00	0.00	0.00	57,343.30	0.00	(0.00)	(0.00)	(0.00)	1,581.50	58,924.80
CASH	158,089.79									
CD'S	-									
EXPENSE ACCRUED	(36,595.54)									
ENCUMBRANCES	(62,569.45)									
	<u>58,924.80</u>									
Interest Earnings:										
Prior Fiscal Years										96,569.39
Current Fiscal Year										13,670.04
Bank Charges:										
Prior Fiscal Years										(2,468.75)
Current Fiscal Year										(535.64)
FUNDS AVAILABLE										<u>58,924.80</u>

City of Nichols Hills
2021 GO Bond Issue

AS OF:

05/31/23

[illegible]

City of Nichols Hills
2022 GO Bond Issue

AS OF:

05/31/23

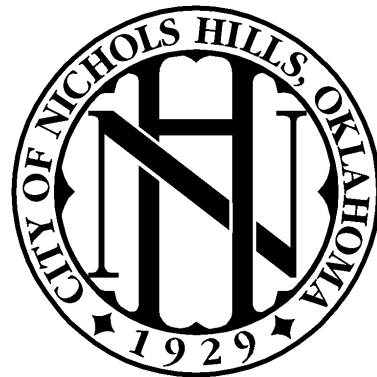
		Street - Paving Projects	Water System	Sanitary Sewer Systems	Fire	Police	Technology	Expenses Paid From Interest Earned	TOTAL
Account Number:		80-92-97550	80-92-98550	80-92-98750	80-92-99700	80-92-99600	80-92-99450	80-92-99800	
Issue Amount		3,000,000.00	1,700,000.00	700,000.00	600,000.00	100,000.00	500,000.00		6,600,000.00
Premium		93,784.00	53,144.27	21,882.93	18,756.80	3,126.13	15,630.67		206,324.80
Net Interest Earned & Bank Fees								75,361.36	75,361.36
Prior Years:									
Issuance Expense		38,770.45	21,969.92	9,046.44	7,754.09	1,292.35	6,461.74		85,295.00
2021-2022		-	-	43,173.13	-	1,394.95	105,682.31	-	150,250.39
2022-2023		1,673,078.46	62,353.75	358,811.32	594,470.00	95,727.58	165,684.06	-	2,950,125.17
7/31/2022				5,572.18					5,572.18
8/31/2022				4,947.19	594,470.00	64,192.50			663,609.69
9/30/2022			8,421.88	6,596.25			13,000.00		28,018.13
10/31/2022		144,741.52		3,298.13					148,039.65
11/30/2022		478,753.47	2,526.56	98,286.12			39,304.25		618,870.40
12/31/2022		404,169.96	2,526.56	1,649.06			36,503.50		444,849.08
1/31/2023		148,473.94		115,055.85			22,512.55		286,042.34
2/28/2023		143,638.63	24,343.75				46,373.57		214,355.95
3/31/2023		151,195.65	16,450.00	1,649.06					169,294.71
4/30/2023		25,595.00	5,390.00	120,238.73		31,535.08			182,758.81
5/31/2023		176,510.29	2,695.00	1,518.75			7,990.19		188,714.23
PROJECT COST		1,711,848.91	84,323.67	411,030.88	602,224.09	98,414.88	277,828.11	-	3,185,670.56
TOTAL TO DATE:									
Available Funds - Prior to encumbrances									
		1,381,935.09	1,668,820.59	310,852.05	16,532.71	4,711.25	237,802.55	75,361.36	3,696,015.61
ENCUMBRANCES:									
PC-2201 Huntington	SRB PO# 17-1719553	50,875.00							
PC-2301 Randel Rd Paving SRB	PO 17-21016	116,474.44							980,042.04
Howard Technology	PO #17-19814						8,146.95		
WW-2201 Re-drill	PO 17-19026		44,441.25						
Digi Additional Security Camera	PO #17-20008						22,475.91		
PC-2105 7600 BLK Dorset	PO #17-20655	689,200.00							
ImageNet	PO # 17-21275						1,392.80		
ImageNet	PO #17-20009						47,035.69		
Available Funds - After encumbrances		525,385.65	1,624,379.34	310,852.05	16,532.71	4,711.25	158,751.20	75,361.36	2,715,973.57
Interest Earnings:									
CASH		955,600.88						Prior Fiscal Years	2,269.66
CD'S		2,929,128.95						Current Fiscal Year	74,746.25
EXPENSE ACCRUED		(188,714.23)						Bank Charges:	
ENCUMBRANCES		(980,042.04)						Prior Fiscal Years	(442.15)
		2,715,973.56						Current Fiscal Year	(1,212.40)
								FUNDS AVAILABLE	2,715,973.57

City of Nichols Hills
2023 GO Bond Issue

AS OF: 05/31/23

	Street - Paving Projects	Water System	Sanitary Sewer Systems	Fire	Police	Technology	Public Works Facility	Parks	Expenses Paid From Interest Earned	TOTAL
Account Number:	80-93-97550	80-93-98550	80-93-98750	80-93-99700	80-93-99600	80-93-99450	80-93-96550	80-93-98950	80-93-99800	
Issue Amount	4,379,000.00	1,861,000.00	300,000.00	1,220,000.00	100,000.00	150,000.00	270,000.00	120,000.00		8,400,000.00
Premium	125,235.75	53,223.05	8,579.75	34,890.98	2,859.92	4,289.88	7,721.78	3,431.90		240,233.00
Net Interest Earned & Bank Fees									17,157.87	17,157.87
Prior Years:										
Issuance Expense	55,189.48	23,454.58	3,780.96	15,375.92	1,260.32	1,890.48	3,402.87	1,512.39		105,867.00
2022-2023	-	1,303.25	-	694,882.12	-	-	-	-	-	696,185.37
1/31/2023										-
2/28/2023				694,882.12						694,882.12
3/31/2023										-
4/30/2023		1,303.25								1,303.25
5/31/2023										-
PROJECT COST	55,189.48	24,757.83	3,780.96	710,258.04	1,260.32	1,890.48	3,402.87	1,512.39	-	802,052.37
TOTAL TO DATE:										
Available Funds - Prior to encumbrances	4,449,046.28	1,889,465.22	304,798.79	544,632.94	101,599.60	152,399.39	274,318.91	121,919.51	17,157.87	7,855,338.50
ENCUMBRANCES:										
Sutphen Ladder Truck				55,117.88						145,537.08
John Vance					90,419.20					
Available Funds - After encumbrances	4,449,046.28	1,889,465.22	304,798.79	489,515.06	11,180.40	152,399.39	274,318.91	121,919.51	17,157.87	7,709,801.42
CASH		314,300.06							Interest Earnings:	
CD'S		7,541,038.44							Prior Fiscal Years	-
EXPENSE ACCRUED		-							Current Fiscal Year	17,733.67
ENCUMBRANCES		(145,537.08)							Bank Charges:	
		<u>7,709,801.42</u>							Prior Fiscal Years	-
									Current Fiscal Year	(575.80)
									FUNDS AVAILABLE	<u>7,709,801.42</u>

Monthly Report – May 2023



Information Systems

City of Nichols Hills

Attachment: Ism Monthly May 2023 (6563 : 4 i Information Systems Monthly Report)



Monthly Report – May 2023

To follow is a summary of activities in the Information Systems Department during the month.

Extra Security Camera for Public Works Yard:

I met with a sales representative from Digi Security to get a quote for a security camera that would cover the west end of the Public Works yard near Oille.

Remaining Access Control Systems – Fire Training Center

Digi Security is resolving the remaining access control issues surrounding the new Fire Training Center. Some doors didn't have proper access control, and Digi Security corrected several other problems. They will return to install the security camera systems for that area when they finish with the access control issues.

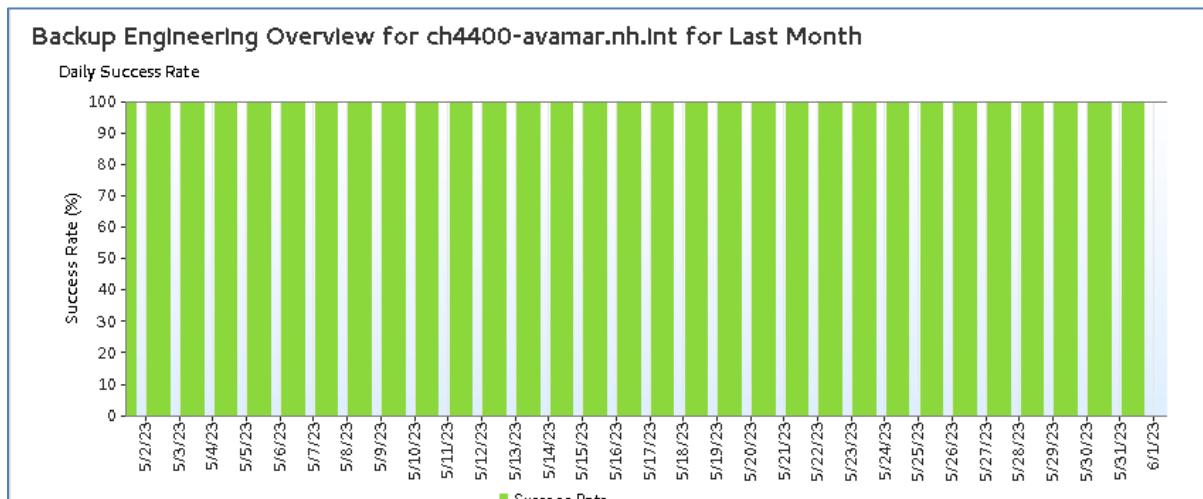
Website Statistics:

Google Analytics provided us with some statistical information on our website. During the month, over 3,900 individuals browsed the City's website. These individuals made more than xx different visits to the site. Users averaged two minutes and four seconds during each visit. Over 48% of visitors browsed directly at the website, and 39% used a search engine to navigate the site.

Backup System Reports:

The Data Backup Systems performed well at City Hall and Public Works this month. Backup systems generate reports each month showing the results of their backup procedures for the month:

City Hall

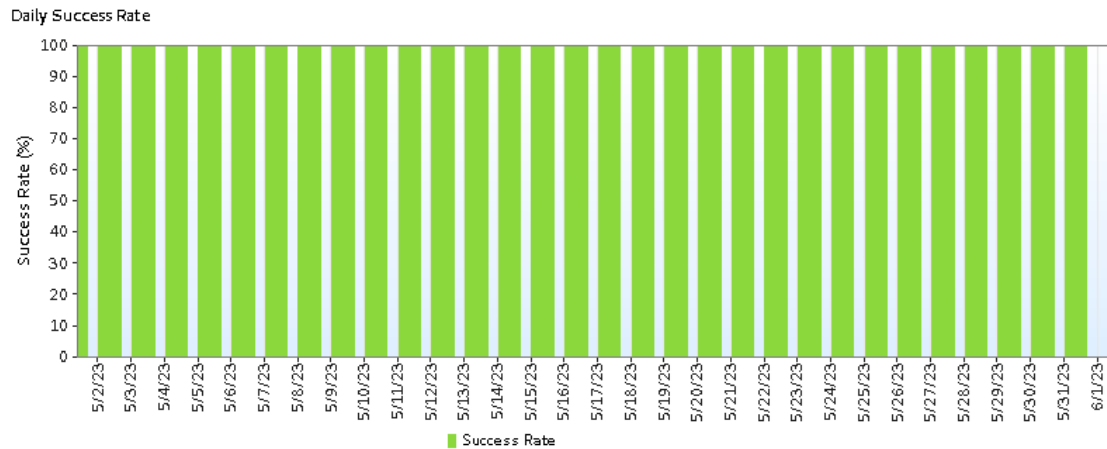




Monthly Report – May 2023

Pubic Works

Backup Engineering Overview for pw4400-avamar.nh.Int for Last Month



Email Status Reports:

Mail Category by Month

Mail Category by Month			
Month	Categories	Mail Filtering Events	% of Subtotal
May	Not Spam	23172	66.19%
	Spam	11754	33.58%
	Virus	81	0.23%
Subtotal (3)		35007	100.00%
Total		35007	100%



Monthly Report – May 2023

Action by Month

Action by Month			
Month	Action Taken	Mail High Level Events	% of Subtotal
May	Accept	5575	15.93%
	Accept;Defer Disposition	18011	51.45%
	Delay	667	1.91%
	Discard	772	2.21%
	Quarantine	2124	6.07%
	Quarantine;Defer Disposition	2	0.01%
	Quarantine;Replace;Notification	11	0.03%
	Reject	7758	22.16%
	Replace;Notification	2	0.01%
	Replace;Notification;Defer Disposition	1	0.00%
	System Quarantine;Defer Disposition	12	0.03%
	System Quarantine;Defer Disposition;Remove URL	54	0.15%
	System Quarantine;Notification	6	0.02%
	System Quarantine;Notification;Defer Disposition	12	0.03%
Subtotal (14)		35007	100.00%
Total		35007	100%

Virus by Month

Virus by Month			
Month	Virus Name	Mail High Level Events	% of Subtotal
May	FortiSandbox: url	50	60.98%
	FortiSandbox: url, FortiSandbox: url	4	4.88%
	FortiSandbox: Riskware	12	14.63%
	HTML/Phish.9E1C!tr	2	2.44%
	HTML/Phish.HP!tr	5	6.10%
	HTML/Spam.6606!tr	2	2.44%
	JS/Phishing.6044!tr	1	1.22%
	JS/Phishing.ABDC!tr	1	1.22%
	JS/Phishing.E22C!tr	1	1.22%
	Malware_Generic.P0	2	2.44%
	NSIS/Injector.SE28!tr	1	1.22%
	Virus-Outbreak	1	1.22%
Subtotal (12)		82	100.00%
Total		82	100%



Monthly Report – May 2023

Top Ten Viruses

Top Ten Viruses			
Total Summary	Virus Name	Total Summary Events	% of Subtotal
2023-05-01-2023-06-01	FortiSandbox: url	50	60.98%
	FortiSandbox: Riskware	12	14.63%
	HTML/Phish.HPI!tr	5	6.10%
	FortiSandbox: url, FortiSandbox: url	4	4.88%
	Malware_Generic.P0	2	2.44%
	HTML/Phish.9E1C!tr	2	2.44%
	HTML/Spam.6606!tr	2	2.44%
	JS/Phishing.E22C!tr	1	1.22%
	NSIS/Injector.SE28!tr	1	1.22%
	JS/Phishing.ABDC!tr	1	1.22%
	Other (2)	2	2.44%
	Subtotal (12)	82	100.00%
Total		82	100%

Total Mail Categories

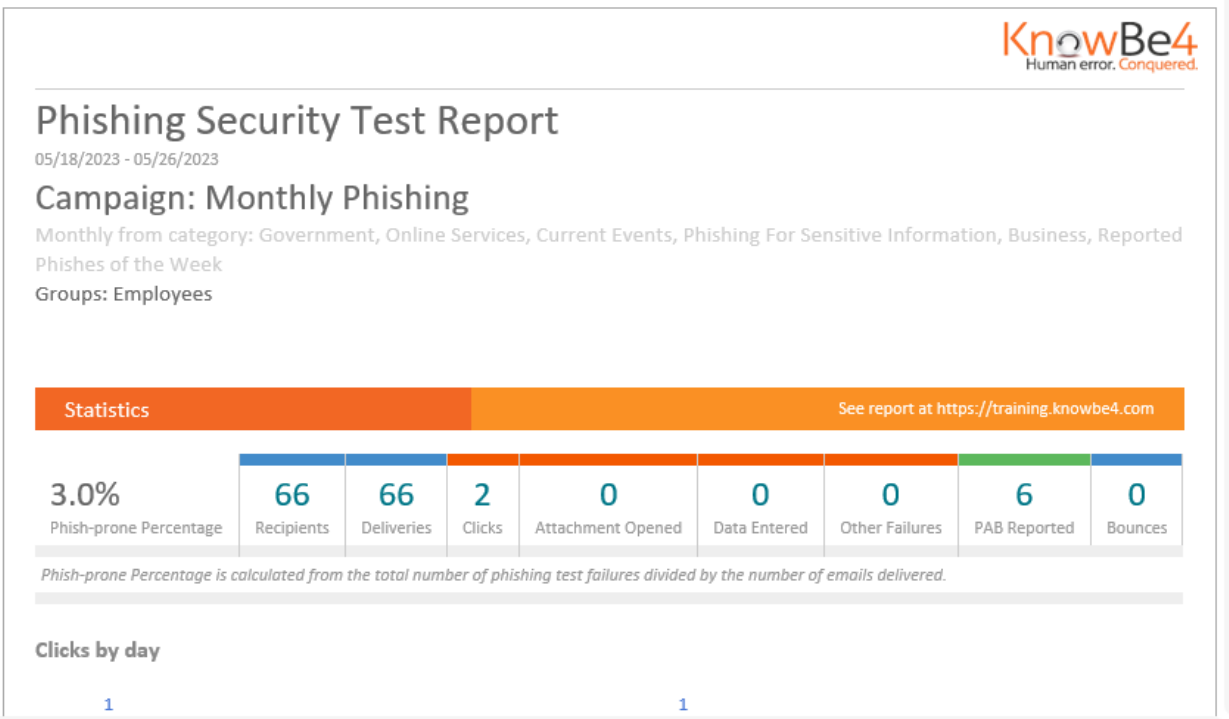
Total Mail Categories			
Total Summary	Categories	Total Summary Events	% of Subtotal
2023-05-01-2023-06-01	Not Spam	23172	66.19%
	Spam	11754	33.58%
	Virus	81	0.23%
Subtotal (3)		35007	100.00%
Total		35007	100%



Monthly Report – May 2023

Email Phishing Tests:

We conducted a monthly employee email phishing test. This month's phishing test tricked two employees into clicking on a test email. Although our numbers are still low, we will continue to educate employees to be vigilant about security.



General Department Activities:

1. Scheduled Nichols Hills Band on the city website calendar.
2. Updated the IT maintenance server software to the latest version.
3. Configured Utility Billing Clerk desk phone with direct line number.
4. Opened support request with support vendor to have the 800mhz radio system investigated for Police Department.
5. Reset Office 365 password for Public Works Employee.
6. Assisted Public Works employee with GIS login details.
7. Attended insurance onboarding event in City Council Chambers.
8. Purchased and installed digital antenna and receiver for the Fire Department training room.
9. Adjusted log storage size on city security devices.
10. Opened service request with support vendor to upgrade backup appliances at City Hall.
11. Ran pre-checks on backup devices and uploaded the logs to the support site.
12. Configured new workstations for City Hall administration.



Monthly Report – May 2023

13. Assisted Assistant City Manager with email client issues.
14. Consulted with the financial company on public IP addresses needed to keep the web services site connected to application servers.
15. Assisted support engineer with reconfiguring new public IP addresses at Public Works.
16. Located a lost iPhone for a Public Works employee.
17. Assisted Public Works Chief Inspector with images not displaying issues on the workstation correctly.
18. Added news and app content for the Love Family Park Ribbon Cutting Ceremony.
19. Created a service request to have a support vendor repair the southeast gate at City Hall.
20. Assisted the Fire Chief with preparing some document report conversions for new Fire Department software.
21. Created support request to have a support partner troubleshoot an issue uploading files to the City's web administration site.
22. Created a spreadsheet for Public Works employees who would need login credentials for new software.
23. Cleaned up user accounts on the City's network.
24. Purchased and installed a new disc burner for the Police Records Clerk.
25. Deployed critical updates to all the City's workstations and servers.
26. Reactivated support license for the City's wireless hardware.
27. Updated the Chief Building Inspectors workstation to the latest OS.
28. Assisted the Risk Manager with obtaining her work phone's unique ID for the City's health app.
29. Upgraded and installed a new rack and battery backup device at the Public Works communications building.
30. Upgraded one of the City's backup devices to the latest stable version.
31. Configured new Public IP addresses and DNS name servers on the publishing site.
32. Configured new firewall policies to allow employees to go to specific sites.
33. Configured new firewall policies to block certain types of applications from running on the City's wireless network.
34. Adjusted the timeout settings on the City's two-factor authentication server.
35. Upgraded one of the Dispatch department's backup mobile phones.
36. Assisted Dispatcher with document server not updating its files.
37. Wiped all data from obsolete computer equipment and prepared for city surplus.
38. Added workstation software exceptions to the City's endpoint protection software server.
39. Troubleshoot issues with the call recorder not separating emergency lines in call logs.
40. Meeting with Assistant City Manager to discuss future website pages to be migrated over to the new website from the old one.
41. Worked with support partner to change from IP address to use FQDN instead.



Monthly Report – May 2023

42. Troubleshoot and fix the keypad on the card reader on the City Hall stairwell door.
 43. Upgraded both Building Inspector's workstations to the latest OS version.
 44. Recorded and broadcast the City Council meeting and uploaded it to the On-Demand server.
 45. Attended training meeting with generator vendor.
 46. Worked with support partner to configure automatic ISP redundancy settings on Public Works firewalls.
 47. Assisted the Chief Building Inspector with tracking down files for the retired stormwater officer.
 48. Add multiple bad actors to the City's blocklists and firewalls.
 49. Worked with a support partner to update public Ip address ranges for malicious domain blocking and reporting systems.
 50. Worked with support partner to fix an issue with remote connection settings not applying to workstations and servers.
 51. Recorded and broadcast the Building Commission meeting and uploaded it to the On-Demand server.
 52. Recorded and broadcast the Board of Adjustment meeting and uploaded it to the On-Demand server.
 53. Worked with support partner to update the proxy servers at City Hall.
 54. Added users to the notifications list for the City Hall generator.
 55. Upgraded the Public Works Director workstation to the latest OS.
 56. Publish job posting to the city website for the Fire Department.
 57. Assisted the Police Detective with the installation of the new Taser docking station.
 58. Added memorial holiday to the city website calendar.
 59. Assisted the Risk Manager with installing the health app on her phone.
 60. Update the email connection client on the Public Works Director workstation.
 61. Documented all security devices on the City's network.
 62. Documented all approved software by the department.
 63. Updated the Police Chief, Assistant Police Chief, and Detective's workstations to the latest OS.
 64. Updated the firmware on the City's security devices.
 65. Recorded and broadcast the EHS meeting and uploaded it to the On-Demand server.
 66. Created notification scripts if security permissions were ever changed on user accounts.
 67. Created notification scripts if any user accounts are created on the City's network.
 68. Added shortcuts for the Risk Manager on the admin copier.
 69. Modified domain controller settings to allow certain scripts to run.
 70. Documented all nicholshills.net domain naming records.
 71. Troubleshoot an unknown phone number that, when called, rings at City Hall.
 72. Troubleshoot issue with two-factor mobile push notifications being denied.
-



Monthly Report – May 2023

- 73. Neil and I were able to register the new wireless router at Public Works as a backup ISP.
- 74. Update the support notifications server to the latest firmware version.
- 75. Assisted a Building Inspector with an email issue.
- 76. Created scripts to automatically disable user accounts that have been inactive for 90 days.
- 77. Attended meeting with support vendor to discuss support quotes for upcoming support renewals on city network devices.
- 78. Assist fireman with Office 365 issues.
- 79. Had the Fire Chief's cell phone screen repaired.
- 80. Created a service request to have a support partner fix the access control reader on the main employee entrance to City Hall.



May 31st, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, Oklahoma 73116

RE: Monthly Engineer's Report

Dear Mayor and City Council:

Following is the Engineer's Report for the June 13th, 2023 Council Meeting.

2021 G.O. Bond Issue:

- **Public Works Improvements (FC-2101)**

Contractor:	W.L. McNatt	Original Contract Amount:	\$1,444,444.00
Start Date:	May 31, 2022	Amended Contract Amount:	\$1,527,505.00
Award Date:	April 12, 2022	Claims to Date Less Ret.:	\$1,348,408.00
Project Duration:	365 Calendar Days	Amount Remaining:	\$344,410.15
Days Used:	313	Percent Complete:	90%

- **Water Treatment Facility (WC-2101)**

Plans/Specs turned into DEQ (4/18/23), waiting for comments..

2021/2022 G.O. Bond Issue:

- **Paving Improvements to the 1500 Block of Guilford Lane (PC-2103)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$858,721.20
Start Date:	November 28, 2022	Amended Contract Amount:	\$810,968.82
Award Date:	October 10, 2022	Claims to Date Less Ret.:	\$810,968.82
Project Duration:	180 Calendar Days	Amount Remaining:	\$0.00
Days Used:	147	Percent Complete:	100%

(Final Pay Claim and Amendment/CO on Agenda for approval)

- **Paving Improvements to the 6500 & 6800 Blocks of Avondale Drive (PC-2104)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$1,654,268.00
Start Date:	September 19, 2022	Amended Contract Amount:	\$1,626,979.20
Award Date:	September 13, 2022	Claims to Date Less Ret.:	\$1,626,979.20
Project Duration:	180 Calendar Days	Amount Remaining:	\$0.00
Days Used:	180	Percent Complete:	100%

(Final Pay Claim and Amendment/CO on Agenda for approval)

Attachment: 5-31-23 Engrpt (6564 : 4 J Engineers Report)

- **Paving Improvements to the 7600 Block of Dorset Drive (PC-2105)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$689,200.00
Start Date:	June 5, 2023	Amended Contract Amount:	\$689,200.00
Award Date:	March 13, 2023	Claims to Date Less Ret.:	\$ -
Project Duration:	150 Calendar Days	Amount Remaining:	\$689,200.00
Days Used:	0	Percent Complete:	0%

2022/2023 G.O. Bond Issue:

- **Paving Improvements to the 1700 & 1800 Blocks of Huntington Avenue (PC-2201)**
Project to bid on June 13th, 2023
- **Paving Improvements to the 1600 & 1700 Blocks of Randel Road (PC-2301)**
Task Order Executed. Design Underway.

Other Projects:

- **Love Family Park Improvements (FC-2102)**

Contractor:	Rudy Construction Co.	Original Contract Amount:	\$961,700.00
Start Date:	March 9, 2022	Amended Contract Amount:	\$1,024,827.00
Award Date:	January 11, 2022	Claims to Date Less Ret.:	\$1,024,827.00
Project Duration:	300 Calendar Days	Amount Remaining:	\$0.00
Days Used:	300	Percent Complete:	100%

(Final Pay Claim on Agenda for approval)

- **63rd Street Crosswalk (PC-2003)**

Contractor:	Traffic & Lighting Systems	Original Contract Amount:	\$243,679.15
Start Date:	April 17, 2023	Amended Contract Amount:	\$243,679.15
Award Date:	March 8, 2022	Claims to Date Less Ret.:	\$33,636.33
Project Duration:	150 Calendar Days	Amount Remaining:	\$210,042.82
Days Used:	40	Percent Complete:	40%

Sincerely,

Smith Roberts Baldischwiler, LLC



Grady J. Wade, P.E.
City Engineer

GJW
Cc: File 116000

Attachment: 5-31-23 Engrpt (6564 : 4 J Engineers Report)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES MAY 2023	276.00
				TOTAL:	276.00
Administration	VERIZON WIRELESS	02-84700	Telephone	MONTHLY CHARGES	286.65
		02-84700	Telephone	MONTHLY CHARGES	286.65
	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	385.87
	VISA	02-84300	Training & Membershi	AMERICAN BAR DUES	310.00
		02-84300	Training & Membershi	PRECOUNCIL MEETING	36.73
		02-84300	Training & Membershi	CONTINUING ED CITY MGR	389.00
		02-84300	Training & Membershi	CITY MANAGER MEETING	57.20
		02-84300	Training & Membershi	LUNCH MEETING	49.82
		02-84300	Training & Membershi	NFPA 3000 AND NFPA 1600	129.95
		02-84300	Training & Membershi	LUNCH MEETINGS	41.76
		02-84300	Training & Membershi	LUNCH MEETINGS	41.56
		02-84300	Training & Membershi	SHORT PAID 05/08/23 COOLGR	4.60
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	88.64
	VISA	02-84300	Training & Membershi	CMAO 2023 SUMMER CONFER	295.00
		02-84300	Training & Membershi	CMAO DUES	640.00
	OFFICE DEPOT 35315277	02-83000	Material & Supplies	PAPER AND PENS	26.34
				TOTAL:	3,069.77
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	18,986.00
				TOTAL:	18,986.00
Municipal Court	OKLAHOMA STATE UNIVERSITY	05-84300	Training & Membershi	CONFERENCE 06/07-6/09/23	250.00
	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	88.64
				TOTAL:	338.64
Police Department	ROIC	06-84300	Training & Membershi		300.00
	CASEY NIX	06-84950	EV Charging	HOME CHARGING MAY 2023	37.96
	VERIZON WIRELESS	06-84700	Telephone	MONTHLY CHARGES	828.44
		06-84700	Telephone	MONTHLY CHARGES	839.02
	STOLZ TELECOM LLC	06-84000	Equipment Maintenanc	VHF RADIO REPAIR	750.00
	PRECISION DELTA CORP	06-84300	Training & Membershi	TRAINING AMMO	2,631.60
	AXON ENTERPRISE INC	06-84000	Equipment Maintenanc		4,768.18
	GOODYEAR TIRE & RUBBER COMPA	06-84000	Equipment Maintenanc	TIRES	434.88
	VISA	06-84300	Training & Membershi	LOPEZ CLEET TEST FEE	104.30
		06-84950	EV Charging	CHARGING FEES	14.82
		06-84300	Training & Membershi	LODGING CHIEFS CONFERENCE	321.57
	TRANSUNION RISK AND ALTERNAT	06-83000	Material & Supplies		100.00
	VISA	06-83000	Material & Supplies	OFFICE SUPPLIES	19.94
		06-84300	Training & Membershi	PUCKETT TRAINING	225.00
		06-84100	Vehicle Maintenance		445.80
		06-83000	Material & Supplies	OFFICE SUPPLIES	22.90
		06-83000	Material & Supplies	OFFICE SUPPLIES	70.98
		06-83000	Material & Supplies	OFFICE SUPPLIES	119.00
		06-84950	EV Charging	CHARGING FEES	14.04
		06-84300	Training & Membershi	NIX LODGING CHIEFS CONFER	348.41
	CINTAS CORP. #064	06-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	75.80
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	CLEANING SERVICES	1,262.50
	ImageNet Consulting, LLC	06-83000	Material & Supplies	PRINTER FEES	170.23
	METRO EMERGENCY UPFITTERS	06-84000	Equipment Maintenanc	FLASHLIGHTS AND SYNC	1,490.00
	AT&T 287288038708	06-84700	Telephone	MONTHLY CHARGES	626.75
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	354.54

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	CAVENDER FORD OF OKC	06-84100	Vehicle Maintenance	VEHICLE MAINENTANCE	69.01
		06-84100	Vehicle Maintenance	VEHICLE MAINENTANCE	69.45
		06-84100	Vehicle Maintenance	VEHICLE MAINENTANCE	69.45
	STEVEN COX	06-84950	EV Charging	HOME CHARGING MAY 2023	49.18
	BOARD OF TESTS/ALCOHOL	06-84300	Training & Membershi		62.00
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	43.01
	ONG	06-84800	Utilities	MONTHLY CHARGES	88.31
				TOTAL:	16,827.07
Fire Department	SPECIAL-OPS UNIFORMS INC	07-81100	Uniform Allowance	UNIFORMS FOR MORRISON	749.96
	WAL-MART #9502	07-83000	Material & Supplies	INTERN LUNCH	60.76
		07-83000	Material & Supplies	INTERN LUNCH	44.04
		07-83000	Material & Supplies	STATION SUPPLIES	153.29
		07-83000	Material & Supplies	STATION SUPPLIES	204.38
		07-83000	Material & Supplies	STATION SUPPLIES	102.00
	EMSA	07-85200	EMSA Subsidy	MAY SUBSIDY	3,812.32
	OSFA	07-84300	Training & Membershi	OSFA MEMBERSHIP DUES	70.00
	VERIZON WIRELESS	07-84700	Telephone	MONTHLY CHARGES	194.05
		07-84700	Telephone	MONTHLY CHARGES	194.07
	NORTHERN SAFETY & INDUSTRIAL	07-84000	Equipment Maintenanc	FIT & FUNCTION TESTING	907.50
	CASCO INDUSTRIES INC	07-81100	Uniform Allowance	FF GLOVES	210.00
	OSDH - EMS	07-84300	Training & Membershi	EMRA RENEWAL	20.00
	VISA	07-84300	Training & Membershi	PLATEPAY FEES	5.30
	VISA	07-83000	Material & Supplies	STATION SUPPLIES	52.67
		07-84300	Training & Membershi	TC: INSTRUCTOR I	514.50
		07-83000	Material & Supplies	FORCIBLE ENTRY PROP SUPPL	50.24
		07-83000	Material & Supplies	OFFICE SUPPLIES	66.99
		07-83000	Material & Supplies	TOURNIQUETS	242.00
	KEYSTONE RIDGE DESIGNS	07-83000	Material & Supplies	LIFT GATE FEE	150.00
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	COPY MACHINE MAINT	33.96
	AT&T 287288038669	07-84700	Telephone	MONTHLY CHARGES	184.20
	CFS INSPECTIONS	07-84100	Vehicle Maintenance	AERIAL INSPECTION	1,040.00
	JOSHUA GRAY	07-84300	Training & Membershi	TC: INSTRUCTOR I	94.63
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	177.28
	SITEBOX STORAGE	07-84200	Building Maintenance	STORAGE RENTAL	145.00
	SAINTS OCCUPATIONAL HEALTH	07-81200	Medical Exams	RANDOM DRUG SCREENS	48.00
	ONG	07-84800	Utilities	MONTHLY CHARGES	88.31
	OREILLY AUTOMOTIVE STORES IN	07-84100	Vehicle Maintenance	VEHICLE EQUIPMENT	64.97
	OKLAHOMA STATE UNIVERSITY -	07-84300	Training & Membershi	EMS BRIDGE COURSE	100.00
		07-84300	Training & Membershi	MAYDAY TRAILER SPLIT	275.00
	PETROLEUM MARKETERS EQUIPMEN	07-84100	Vehicle Maintenance	C-34 FILL RING	78.50
				TOTAL:	10,133.92
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees	GENERAL ENGINEERING	12,643.30
		08-86075	Engineering Fees	63rd Crosswalk	7,254.30
				TOTAL:	19,897.60
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.63
		09-84700	Telephone	MONTHLY CHARGES	25.63
	VALVOLINE OIL CHANGE	09-84100	Vehicle Maintenance		93.48
		09-84100	Vehicle Maintenance	FILTER	22.94
		09-84100	Vehicle Maintenance	PW STREETS	109.36
	BLUE BEACON TRUCK WASHES	09-84000	Equipment Maintenanc	TRUCK WASH	75.70
	FIRESTONE COMPLETE AUTO	09-84000	Equipment Maintenanc	CREDIT TO CORRECT VENDOR	86.89-

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		09-84000	Equipment Maintenanc	TIRE	86.89
	VERIZON WIRELESS	09-84700	Telephone	MONTHLY CHARGES	85.74
		09-84700	Telephone	MONTHLY CHARGES	85.74
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	149.55
	VISA	09-83000	Material & Supplies	SUPPLIES	148.08
	SIGNALTEK INC	09-84000	Equipment Maintenanc	STREET LIGHT	336.60
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	517.45
	VISA	09-84000	Equipment Maintenanc	TRUCK WASH	23.00
		09-84000	Equipment Maintenanc	TIRE	86.89
		09-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	2.88
	HOME DEPOT	09-83000	Material & Supplies	Supplies	22.94
		09-83000	Material & Supplies	SUPPLIES	36.94
		09-83000	Material & Supplies	MISC SUPPLIES	93.20
		09-83300	Minor Tools	HOME DEPOT SUPPLIES	27.05
		09-83300	Minor Tools	HOME DEPOT SUPPLIES	68.62
		09-83000	Material & Supplies	STREETS	34.96
	INTERSTATE BATTERY SUPPLY	09-83000	Material & Supplies	BATTERIES	130.95
	J & E SUPPLY CO INC	09-83000	Material & Supplies	SUPPLIES	20.16
	SAINTS OCCUPATIONAL HEALTH	09-81200	Medical Exams	RANDOM DRUG SCREENS	48.00
		09-81200	Medical Exams	HEP B	85.00
	OG&E	09-85500	Street Lighting	MONTHLY CHARGES	7,581.99
		09-85500	Street Lighting	MONTHLY CHARGES	30.97
		09-85500	Street Lighting	MONTHLY CHARGES	95.49
		09-85500	Street Lighting	MONTHLY CHARGES	30.83
		09-85500	Street Lighting	MONTHLY CHARGES	29.62
		09-85500	Street Lighting	MONTHLY CHARGES	30.69
		09-85500	Street Lighting	MONTHLY CHARGES	29.75
		09-85500	Street Lighting	MONTHLY CHARGES	30.15
		09-85500	Street Lighting	MONTHLY CHARGES	30.69
		09-85500	Street Lighting	MONTHLY CHARGES	7,581.99
		09-85500	Street Lighting	MONTHLY CHARGES	7,581.99
		09-85500	Street Lighting	TO CORRECT POST DATE	7,581.99-
	ONG	09-84800	Utilities	MONTHLY CHARGES	45.66
	OREILLY AUTOMOTIVE STORES IN	09-84100	Vehicle Maintenance	ORIELYS	73.72
			TOTAL:		17,948.04
Sanitation	WAL-MART #9502	10-83000	Material & Supplies	4 10 QT COOLERS	43.52
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE	70.00
	BRITTON WELDING & AUTO	10-84000	Equipment Maintenanc	WELDING	45.00
	VERIZON WIRELESS	10-84700	Telephone	MONTHLY CHARGES	143.61
		10-84700	Telephone	MONTHLY CHARGES	143.61
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	89.95
	PREMIER TRUCK GROUP	10-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	13,403.46
		10-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	4,781.10
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	927.17
	VISA	10-84000	Equipment Maintenanc	WHEELS	465.78
	CORY'S AV SERVICES INC	10-84600	Lease/Rental	RENTAL	235.00
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE	70.69
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE	10,586.36
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	MAY 2023	4,764.97
	SAINTS OCCUPATIONAL HEALTH	10-81200	Medical Exams	RANDOM DRUG SCREENS	36.00
	ONG	10-84800	Utilities	MONTHLY CHARGES	45.66
			TOTAL:		35,851.88

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Parks Department	IRRIGATION STATION	11-85700	Parks Maintenance	IRRIGATION	27.86
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARKS MAINTENANCE	16,382.50
			TOTAL:		16,410.36
Public Works Admin	SUMMIT BUSINESS SYSTEM INC	12-83200	Office Supplies	MAINTENANCE CONTRACT	155.44
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	68.33
		12-84700	Telephone	MONTHLY CHARGES	68.33
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	715.75
		12-84700	Telephone	MONTHLY CHARGES	165.76
	VISA	12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	20.00
	TERMINIX PROCESSING CENTER	12-84200	Building Maintenance	PEST CONTROL	50.00
		12-84200	Building Maintenance	PEST CONTROL	84.00
	TULL OVERHEAD DOOR	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	250.00
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	CLEANING SERVICES	745.00
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	44.32
	VISA	12-84000	Equipment Maintenance	LIGHT BAR	946.66
	CROSSLAND'S A & A RENT ALL	12-84600	Lease/Rental	EQUIPMENT RENTAL	285.00
	OFFICE DEPOT 35315277	12-83200	Office Supplies	OFFICE SUPPLIES	10.22
		12-83200	Office Supplies	OFFICE SUPPLIES	9.47
		12-83200	Office Supplies	OFFICE SUPPLIES	44.82
	ONG	12-84800	Utilities	MONTHLY CHARGES	45.66
			TOTAL:		3,708.76
General Government	SUMMIT BUSINESS SYSTEM INC	13-83000	Material & Supplies	MAINTENANCE CONTRACT	496.95
	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING MAY 2013	66.00
	BCI	13-84200	Building Maintenance	WINDOW TINTING & DOORS	9,680.00
		13-84200	Building Maintenance		3,378.91
	VISA	13-83000	Material & Supplies	AMAZON	140.56
		13-83000	Material & Supplies	AMAZON	27.94
		13-83000	Material & Supplies	AMAZON	232.66
		13-83000	Material & Supplies	AMAZON	47.96
		13-83000	Material & Supplies	AMAZON	138.88
	VISA	13-83000	Material & Supplies	COFFEE POT	20.34
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL	50.00
		13-84200	Building Maintenance	PEST CONTROL	50.00
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	CLEANING SERVICES	1,362.50
	FRANKFURT-SHORT-BRUZA ASSOCI	13-88100	Council Approval Cap	FIRE STATION & CITY HALL	6,969.60
	BFAC.COM	13-87000	Misc. Expenses	APP HOSTING	4,999.00
	OCD SPECIALISTS LLC	13-84200	Building Maintenance	DISINFECTION	1,360.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	44.32
	QUADIENT FINANCE USA INC	13-86900	Postage	POSTAGE	505.00
	SASHA WALDROP	13-87200	Education Scholarshi	TUITION REIMBURSEMENT	338.27
	CIVICPLUS LLC	13-87000	Misc. Expenses	MUNICODE SUPPORT FEE	285.00
	VISA	13-83000	Material & Supplies	PROGRAMS FOR LOVE PARK	84.79
	DEANNA SCHEIDEMANTEL	13-87200	Education Scholarshi	TUITION REIMBURSEMENT	1,250.00
	CRAWFORD & ASSOCIATES PC	13-86400	Auditing Fees	PROFESSIONAL SERVICES	98.75
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	22.49
		13-83000	Material & Supplies	5 GAL WATER	93.60
		13-83000	Material & Supplies	5 GAL WATER	115.20
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	128.40
		13-86300	Publications	NOTICES AND PUBLICATIONS	106.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	276.40
	INSTANT SIGNS INC	13-86300	Publications	OCE BOARDS (2)	109.00
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	37.50

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		13-86300	Publications	NOTICES AND PUBLICATIONS	37.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	36.60
		13-86300	Publications	NOTICES AND PUBLICATIONS	51.75
		13-86300	Publications	NOTICES AND PUBLICATIONS	79.46
	MOLLMANS WATER CULLIGAN OKC	13-84200	Building Maintenance	40 LB SOLAR SALT	75.00
	OFFICE DEPOT 35315277	13-83000	Material & Supplies	PAPER AND PENS	68.99
		13-83000	Material & Supplies	CREDIT ON INV 313753384001	68.99-
	OG&E	13-84800	Utilities	MONTHLY CHARGES	2,987.53
	ONG	13-84800	Utilities	MONTHLY CHARGES	88.32
			TOTAL:		35,872.38
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	51.25
		14-84700	Telephone	MONTHLY CHARGES	51.25
	VALVOLINE OIL CHANGE	14-84100	Vehicle Maintenance	ASA CAR	90.68
	OKLAHOMA DEPARTMENT OF LABOR	14-84300	Training & Membershi	TO CORRECT VENDOR	748.11-
		14-84300	Training & Membershi	PERMIT	748.11
	VERIZON WIRELESS	14-84700	Telephone	MONTHLY CHARGES	1,066.29
		14-84700	Telephone	MONTHLY CHARGES	214.17
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	89.95
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	481.80
	FIRE PROTECTION CONSULTING I	14-88850	Life and Safety	FIRE ALARM REVIEW	250.00
	AT&T 287307218639	14-84700	Telephone	FIRST NET PUBLIC WORKS	93.06
	DEQ	14-84300	Training & Membershi	PERMIT	748.11
	ONG	14-84800	Utilities	MONTHLY CHARGES	45.66
			TOTAL:		3,182.22
Risk Manager	WAL-MART #9502	15-84300	Training & Membershi	FRUIT	17.46
	VERIZON WIRELESS	15-84700	Telephone	MONTHLY CHARGES	42.87
		15-84700	Telephone	MONTHLY CHARGES	42.87
	VISA	15-83000	Material & Supplies	AMAZON	31.24
		15-84300	Training & Membershi	THE DONUT PALACE	25.62
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	44.32
			TOTAL:		204.38
Information Systems Mg	TRAVIS VOICE & DATA	16-84000	Equipment Maintenanc	PHONE SERVICE NEW FIRE BL	931.48
		16-84000	Equipment Maintenanc	CHANGE PUBLIC IP	77.50
	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERENT	524.94
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
	VERIZON WIRELESS	16-84700	Telephone	MONTHLY CHARGES	207.40
		16-84700	Telephone	MONTHLY CHARGES	207.40
	DIGI SECURITY SYSTEMS, LLC	16-84000	Equipment Maintenanc	REPLACE CARD READER	98.00
	VISA	16-84000	Equipment Maintenanc	POWER STRIP	27.13
		16-83000	Material Supplies	STAFF MEETING	87.12
		16-84000	Equipment Maintenanc	DVD PLAYER	231.66
		16-84000	Equipment Maintenanc	PHONE CHARGER	39.97
		16-83000	Material Supplies	BINDERS	105.89
		16-84300	Training & Membershi	VIDEO TRAINING	2,980.00
		16-84000	Equipment Maintenanc	ORDER CANCELED	27.86-
	HOWARD TECHNOLOGY SOLUTIONS	16-84000	Equipment Maintenanc	RUCKUS LICENSE	376.00
	FORD AUDIO-VIDEO SYSTEMS LLC	16-86050	Consulting Fees	NETWORK LABOR	525.00
	VISA	16-84000	Equipment Maintenanc	IPHONE SCREEN	149.99
		16-84000	Equipment Maintenanc	INVOICE IN ERROR	349.90-
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	44.32
	PEAK UP TIME	16-84000	Equipment Maintenanc	LICENSE RENEWAL	5,722.03

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: General Fund

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	TOOLS4EVER	16-84000	Equipment Maintenanc	SOFTWARE LICENCE	110.27
			TOTAL:		13,215.33

FUND: Municipal Authority

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	PIERCE, DAVI 00-34150	Utility Refunds	01-00150-03	194.82
		PERDUE, STEV 00-34150	Utility Refunds	01-00171-19	124.79
		ELDRIDGE, HA 00-34150	Utility Refunds	01-00305-08	250.96
		BRADY, ANSON 00-34150	Utility Refunds	01-00390-16	231.70
		STEWART, THO 00-34150	Utility Refunds	01-00472-00	99.30
		BRALY, BRETT 00-34150	Utility Refunds	01-00568-01	163.63
		BEEELER, JEFF 00-34150	Utility Refunds	02-00077-01	34.79
		FAULKNER, BR 00-34150	Utility Refunds	02-00442-04	199.15
		HODGES, ALEX 00-34150	Utility Refunds	02-00795-09	85.93
		STILES, JOHN 00-34150	Utility Refunds	02-00830-10	124.22
				TOTAL:	1,509.29
Municipal Authority	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	25.63
		12-84700	Telephone	MONTHLY CHARGES	25.63
	VALVOLINE OIL CHANGE	12-84100	Vehicle Maintenance	PW NHMA	158.09
	CITY OF THE VILLAGE	12-87700	OKC Sewer Charges	SEWER CHARGES	536.00
	WAL-MART #9502	12-84300	Training & Membershi	EOM	79.94
	WESTLAKE HARDWARE	12-83000	Materials & Supplies	PAINT	20.00
	BLUE BEACON TRUCK WASHES	12-84100	Vehicle Maintenance	TRUCK MAINT	29.30
	BRITTON WELDING & AUTO	12-84000	Equipment Maintenanc	WATER	20.00
	TPSI	12-84950	Printing & Processin	UTILITY INVOICES	1,180.57
		12-84950	Printing & Processin	UTILITY LATE NOTICES	99.71
		12-84950	Printing & Processin	UTILITY INVOICES	1,194.21
		12-84550	Water Quality Testin	WATER QUALITY TESTING	120.00
	ACCURATE ENVIRONMENT	12-84500	Well Maintenance	WELLS	104.44
		12-84700	Telephone	MONTHLY CHARGES	855.95
	VERIZON WIRELESS	12-84700	Telephone	MONTHLY CHARGES	815.94
		12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	269.55
	US FLEET TRACKING	12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	269.55
	VISA	12-84300	Training & Membershi	TRAINING	300.00
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	776.81
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	MONTHLY CHARGES	64,304.75
	AT&T 287307218639	12-84700	Telephone	FIRST NET PUBLIC WORKS	1,167.16
	MADISON TURF FARMS LLC	12-83000	Materials & Supplies	MATERIALS	256.00
		12-84300	Training & Membershi	MONTHLY BDAY	63.96
		12-84300	Training & Membershi	APWA	400.00
		12-84100	Vehicle Maintenance	LIGHT KIT	3,802.40
		12-83000	Materials & Supplies	SUPPLIES	5.96
		12-83000	Materials & Supplies	SUPPLIES	3.68
		12-86400	Auditing Fees	PROFESSIONAL SERVICES	98.75
		12-83000	Materials & Supplies	LOCKS	285.28
		12-84100	Vehicle Maintenance	BATTERIES	130.95
		12-83700	Misc Supplies	SIGN	23.66
	OFFICE DEPOT 35315277	12-83200	Office Supplies	OFFICE SUPPLIES	178.18
		12-83200	Office Supplies	OFFICE SUPPLIES	189.91
	OG&E	12-84800	Utilities	MONTHLY CHARGES	120.93
		12-84800	Utilities	MONTHLY CHARGES	1,455.87
		12-84800	Utilities	MONTHLY CHARGES	16,810.61
		12-84800	Utilities	MONTHLY CHARGES	1,019.47
		12-84800	Utilities	MONTHLY CHARGES	941.38
		12-83000	Materials & Supplies	WATER PARTS	497.50
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	WATER SUPPLIES	543.00
		12-83000	Materials & Supplies	METER BOX	395.00
		12-84800	Utilities	MONTHLY CHARGES	156.88
	ONG	12-84800	Utilities	MONTHLY CHARGES	145.95
		12-84800	Utilities	MONTHLY CHARGES	145.95

Attachment: Claims List May 2023 (6566 : 5a Total Warrants & Claims)

FUND: Municipal Authority

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	145.95
		12-84800	Utilities	MONTHLY CHARGES	55.13
		12-84800	Utilities	MONTHLY CHARGES	45.64
OREILLY AUTOMOTIVE STORES IN		12-83000	Materials & Supplies	BREAKS	82.49
				TOTAL:	99,938.21

FUND: General Fund - CIP

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Police Department	STOLZ TELECOM LLC VISA	06-88600	Capital Imp-Radios	800MHZ RADIO	2,414.45
		06-88700	Capital Imp-Guns	ORDERED CANCELED	979.99-
				TOTAL:	1,434.46
Fire Department	CASCO INDUSTRIES INC	07-88500	Capital Imp-Equipmen	5 GAS DETECTOR	6,957.00
				TOTAL:	6,957.00
Sanitation	PREMIER TRUCK GROUP J & R EQUIPMENT CO	10-88100	Capital Imp - Vehicl	CNG SANITATION TRUCK	149,924.04
		10-88100	Capital Imp - Vehicl	PACKER BODY	130,123.00
				TOTAL:	280,047.04
Code Department	VISA	14-88100	Capital Outlay - Veh	UPFIT EQUIPMENT	1,691.21
				TOTAL:	1,691.21

FUND: Municipal Authority

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NHMA	CARTER CHEVROLET AGENCY LLC	12-88100	Vehicles	CHEVROLET C3500 TRUCK	63,087.00
	CLARK EQUIPMENT CO. DBA BOBC	12-88500	Capital Imp - Equipm	E-35 COMPACT EXCAVATOR	47,447.56
	W.L. MCNATT & COMPANY	12-88000	Capital Outlay	FC-2101 PW FACILITY	37,354.00
		12-88000	Capital Outlay	FC-2101 PW FACILITY	97,892.75
				TOTAL:	245,781.31

FUND: Health Insurance Fun

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
General Government	LIFE LINE SCREENING OF AMERI	13-80520	Health Insurance Cla	DEPOSIT FOR SCREENING	4,250.00
				TOTAL:	4,250.00

FUND: Designated Funds-Par

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Parks Department	RUDY CONSTRUCTION CO.	11-88000	Capital Outlay	LOVE FAMILY PARK	10,649.50
		11-88000	Capital Outlay	LOVE FAMILY PARK	69,433.85
				TOTAL:	80,083.35

FUND: General Obligation B

5.a.a

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2020 GO Bond	SMITH ROBERTS BALDISCHWILER	90-99800	Other Expenses Paid	MISC GO BOND ENGINEERING	930.00
		90-96550	Public Works Facilitit	PW Facility Phase III	1,392.50
		90-97550	Paving (Streets)	PC-2104	1,010.54
		90-97550	Paving (Streets)	PC-2105 7600 BLK DORSET	1,050.00
	RUDY CONSTRUCTION CO.	90-98950	Traffic Controls	PC-2104 AVONDALE PAVING	32,212.50
				TOTAL:	36,595.54
2021 GO Bond	SMITH ROBERTS BALDISCHWILER	91-98750	Sanitary Sewer Syste	SC-2101	757.50
		91-97550	Paving (Streets)	PC-2103	5,485.05
	RUDY CONSTRUCTION CO.	91-97550	Paving (Streets)	PC-2103	151,726.00
				TOTAL:	157,968.55
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-98550	Water Projects	WW-2201 RE-DRILL WELL #13	2,695.00
		92-98750	Sanitary Sewer Proje	SC-2201 SANITARY SEWER	1,518.75
		92-97550	Paving Projects	PC-2201 HUNTINGTON	13,875.00
		92-97550	Paving Projects	PC-2301 RANDEL PAVING	11,896.56
	BURGESS ENGINEERING & TESTIN	92-97550	Paving Projects	PC-2103	183.00
		92-97550	Paving Projects	PC-2103 TESTING	183.00
	DIGI SECURITY SYSTEMS, LLC	92-99450	Technology	ADDITIONAL ACCESS CONTROL	7,990.19
	RUDY CONSTRUCTION CO.	92-97550	Paving Projects	PC-2103	15,766.20
				PC-2104 AVONDALE PAVING	134,606.53
				TOTAL:	188,714.23

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===== FUND TOTALS =====
01  General Fund              195,922.35
06  Municipal Authority       101,447.50
07  General Fund - CIP        290,129.71
13  Municipal Authority - CIP  245,781.31
18  Health Insurance Fund      4,250.00
20  Designated Funds-Parks    80,083.35
80  General Obligation Bonds  383,278.32
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GRAND TOTAL:                  1,300,892.54
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TOTAL PAGES: 13

SELECTION CRITERIA

5.a.a

SELECTION OPTIONS

VENDOR SET: 01-City of Nichols Hills
VENDOR: Exclude: 01-1012, 01-1090, 01-1095, 01-1130, 01-1398, 01-1433, 01-1845, 01-1958, 01-1968, 01-2006
CLASSIFICATION: All
BANK CODE: Exclude: PY
ITEM DATE: 5/01/2023 THRU 5/31/2023
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C L A I M S L I S T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 8
Nichols Hills Project No. FC-2101
2020-2021 G.O. Bond Issue – Public Works
Improvements, Phase III
Contractor: W.L. McNatt and Company
Original Contract Amount: \$1,444,444.00
Current Contract Amount: \$1,527,505.00
Claims to Date Less Ret.: \$1,183,094.85
Paid to Date: \$1,145,740.85
Amount Remaining: \$387,764.15
Current Amount Due: \$37,354.00

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 8** on the above referenced project in the amount of **\$37,354.00**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

(Acct. #13-12-88000) \$37,354.00

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116006A
Enclosure

PROGRESSIVE ESTIMATE NO. 8

Nichols Hills Public Works Improvements (Phase III)

W.L. McNatt and Company
2000 East Britton Road
Oklahoma City, OK 73131

From: 3/10/2023 To: 3/31/2023
 Notice to Proceed: 5/31/2022
 Project Duration: 365 Calendar Days
 Days Used: 283
 Days Remaining: 82

FC-2101

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	Permits	LS	1.00	0.00	1.00	1.00	160.00	\$160.00	100.00
2	Purchase Plans & Specs	LS	1.00	0.00	1.00	1.00	1,162.00	\$1,162.00	100.00
3	Insurance/Bonds	LS	1.00	0.00	1.00	1.00	16,481.00	\$16,481.00	100.00
4	General Conditions	LS	1.00	0.02	0.98	1.00	74,975.00	\$74,975.00	100.00
5	Mobilization	LS	1.00	0.00	1.00	1.00	6,419.00	\$6,419.00	100.00
6	Site Demolition	LS	1.00	0.00	1.00	1.00	21,393.00	\$21,393.00	100.00
7	Surveying	LS	1.00	0.12	0.88	1.00	3,851.00	\$3,851.00	100.00
8	Site Grading	LS	1.00	0.00	0.74	0.74	61,671.00	\$45,744.00	74.17
9	Soil Treatment	LS	1.00	0.00	1.00	1.00	642.00	\$642.00	100.00
10	Paving	LS	1.00	0.00	0.00	0.00	99,862.00	\$0.00	0.00
11	Parking Lot Striping	LS	1.00	0.00	0.00	0.00	2,674.00	\$0.00	0.00
12	Misc. Sitework	LS	1.00	0.00	0.00	0.00	1,232.00	\$0.00	0.00
13	Building Concrete	LS	1.00	0.00	0.99	0.99	180,147.00	\$179,243.00	99.50
14	Masonry	LS	1.00	0.00	1.00	1.00	117,138.00	\$117,138.00	100.00
15	Structural Steel	LS	1.00	0.00	1.00	1.00	72,476.00	\$72,476.00	100.00
16	Pre-Engineered Metal Building	LS	1.00	0.00	1.00	1.00	139,175.00	\$139,175.00	100.00
17	Steel Erection	LS	1.00	0.00	1.00	1.00	75,739.00	\$75,739.00	100.00
18	Steel Bollards	LS	1.00	0.22	0.78	1.00	4,493.00	\$4,493.00	100.00
19	Metal Stud Bracing	LS	1.00	0.00	1.00	1.00	1,899.00	\$1,899.00	100.00
20	Wood Blocking	LS	1.00	0.00	1.00	1.00	5,044.00	\$5,044.00	100.00
21	Roof Ladder	LS	1.00	0.00	1.00	1.00	321.00	\$321.00	100.00
22	TPO Roofing	LS	1.00	0.00	0.86	0.86	34,157.00	\$29,210.00	85.52
23	Sheet Applied Waterproofing	LS	1.00	0.00	1.00	1.00	9,628.00	\$9,628.00	100.00
24	Doors/Frames/Hardware	LS	1.00	0.00	1.00	1.00	24,590.00	\$24,590.00	100.00
25	Install Doors/Frames/Hardware	LS	1.00	0.00	0.77	0.77	1,808.00	\$1,400.00	77.43
26	Overhead Doors	LS	1.00	0.00	0.00	0.00	60,976.00	\$0.00	0.00
27	Painting	LS	1.00	0.00	0.00	0.00	22,642.00	\$0.00	0.00
28	Impact Fees	LS	1.00	0.00	1.00	1.00	4,279.00	\$4,279.00	100.00
29	Plumbing	LS	1.00	0.00	0.63	0.63	95,739.00	\$60,225.00	62.91
30	HVAC	LS	1.00	0.04	0.91	0.95	87,244.00	\$82,623.00	94.70
31	Site Utilities	LS	1.00	0.00	1.00	1.00	91,266.00	\$91,266.00	100.00
32	Electrical	LS	1.00	0.07	0.84	0.91	125,161.00	\$114,455.00	91.45

Change Order No. 1

CO 1.1 Add Canopies C & E	LS	1.00	0.25	0.49	0.74	76,341.00	\$56,612.00	74.16
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Change Order No. 2

CO 2.1 Additional Paving to Shift Canopies	LS	1.00	0.70	0.00	0.70	6,720.00	\$4,720.00	70.24
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ORIGINAL CONTRACT AMOUNT:

\$1,444,444.00

CHANGES TO DATE:

Amendment No. 1

\$0.00

Change Order No. 1

\$76,341.00

Change Order No. 2

\$6,720.00

CURRENT CONTRACT AMOUNT:

\$1,527,505.00

TOTAL AMOUNT OF WORK TO DATE:

\$1,245,363.00

MATERIAL ON HAND:

\$0.00

TOTAL TO DATE:

\$1,245,363.00

LESS 5% RETAINAGE:

\$62,268.15

DIFFERENCE:

\$1,183,094.85

SUBTOTAL:

\$1,183,094.85

LESS PREVIOUS PAYMENTS:

\$1,145,740.85

CONTRACT AMOUNT DUE THIS ESTIMATE:

\$37,354.00

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

Charles Wash, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

W.L. McNatt and Company
Project ManagerSubscribed and sworn to before me APR 25, 2023

Notary Public, Clerk or Judge

My Commission Expires: 03/27/2024

CERTIFICATE OF ENGINEER:

I certify that this estimate of \$37,354.00

on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady J. Wade

Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is APPROVED for payment for \$ _____

this _____ day of _____, 20____.

CITY OF NICHOLS HILLS



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 9
Nichols Hills Project No. FC-2101
2020-2021 G.O. Bond Issue – Public Works
Improvements, Phase III
Contractor: W.L. McNatt and Company
Original Contract Amount: \$1,444,444.00
Current Contract Amount: \$1,527,505.00
Claims to Date Less Ret.: \$1,280,987.60
Paid to Date: \$1,183,094.85
Amount Remaining: \$344,410.15
Current Amount Due: \$97,892.75

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 9** on the above referenced project in the amount of **\$97,892.75**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

(Acct. #13-12-88000) \$97,892.75

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116006A
Enclosure

PROGRESSIVE ESTIMATE NO. 9

Nichols Hills Public Works Improvements (Phase III)

W.L. McNatt and Company
2000 East Britton Road
Oklahoma City, OK 73131

From: 3/31/2023
Notice to Proceed: 5/31/2022
Project Duration: 365 Calendar Days
Days Used: 313
Days Remaining: 52

6.b.a

FC-2101

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLE
1	Permits	LS	1.00	0.00	1.00	1.00	160.00	\$160.00	10
2	Purchase Plans & Specs	LS	1.00	0.00	1.00	1.00	1,162.00	\$1,162.00	10
3	Insurance/Bonds	LS	1.00	0.00	1.00	1.00	16,481.00	\$16,481.00	10
4	General Conditions	LS	1.00	0.00	1.00	1.00	74,975.00	\$74,975.00	10
5	Mobilization	LS	1.00	0.00	1.00	1.00	6,419.00	\$6,419.00	10
6	Site Demolition	LS	1.00	0.00	1.00	1.00	21,393.00	\$21,393.00	10
7	Surveying	LS	1.00	0.00	1.00	1.00	3,851.00	\$3,851.00	10
8	Site Grading	LS	1.00	0.26	0.74	1.00	61,671.00	\$61,671.00	10
9	Soil Treatment	LS	1.00	0.00	1.00	1.00	642.00	\$642.00	10
10	Paving	LS	1.00	0.00	0.00	0.00	99,862.00	\$0.00	1
11	Parking Lot Striping	LS	1.00	0.00	0.00	0.00	2,674.00	\$0.00	1
12	Misc. Sitework	LS	1.00	1.00	0.00	1.00	1,232.00	\$1,232.00	10
13	Building Concrete	LS	1.00	0.01	0.99	1.00	180,147.00	\$180,147.00	10
14	Masonry	LS	1.00	0.00	1.00	1.00	117,138.00	\$117,138.00	10
15	Structural Steel	LS	1.00	0.00	1.00	1.00	72,476.00	\$72,476.00	10
16	Pre-Engineered Metal Building	LS	1.00	0.00	1.00	1.00	139,175.00	\$139,175.00	10
17	Steel Erection	LS	1.00	0.00	1.00	1.00	75,739.00	\$75,739.00	10
18	Steel Ballards	LS	1.00	0.00	1.00	1.00	4,493.00	\$4,493.00	10
19	Metal Stud Bracing	LS	1.00	0.00	1.00	1.00	1,899.00	\$1,899.00	10
20	Wood Blocking	LS	1.00	0.00	1.00	1.00	5,044.00	\$5,044.00	10
21	Roof Ladder	LS	1.00	0.00	1.00	1.00	321.00	\$321.00	10
22	TPO Roofing	LS	1.00	0.00	0.86	0.86	34,157.00	\$29,210.00	85
23	Sheet Applied Waterproofing	LS	1.00	0.00	1.00	1.00	9,628.00	\$9,628.00	10
24	Doors/Frames/Hardware	LS	1.00	0.00	1.00	1.00	24,590.00	\$24,590.00	10
25	Install Doors/Frames/Hardware	LS	1.00	0.15	0.77	0.93	1,808.00	\$1,675.00	93
26	Overhead Doors	LS	1.00	0.91	0.00	0.91	60,976.00	\$55,675.00	91
27	Painting	LS	1.00	0.00	0.00	0.00	22,642.00	\$0.00	0
28	Impact Fees	LS	1.00	0.00	1.00	1.00	4,279.00	\$4,279.00	10
29	Plumbing	LS	1.00	0.08	0.63	0.71	95,739.00	\$68,207.00	71
30	HVAC	LS	1.00	0.02	0.95	0.97	87,244.00	\$84,423.00	97
31	Site Utilities	LS	1.00	0.00	1.00	1.00	91,266.00	\$91,266.00	10
32	Electrical	LS	1.00	0.00	0.91	0.91	125,161.00	\$114,455.00	91

Change Order No. 1

CO 1.1 Add Canopies C & E	LS	1.00	0.23	0.74	0.97	76,341.00	\$73,862.00	97
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Change Order No. 2

CO 2.1 Additional Paving to Shift Canopies	LS	1.00	0.30	0.70	1.00	6,720.00	\$6,720.00	100
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ORIGINAL CONTRACT AMOUNT:

\$1,444,444.00

CHANGES TO DATE:

Amendment No. 1

\$0.00

Change Order No. 1

\$76,341.00

Change Order No. 2

\$6,720.00

CURRENT CONTRACT AMOUNT:

\$1,527,505.00

TOTAL AMOUNT OF WORK TO DATE:

\$1,348,408.00

MATERIAL ON HAND:

\$0.00

TOTAL TO DATE:

\$1,348,408.00

LESS 5% RETAINAGE:

\$67,420.40

DIFFERENCE:

\$1,280,987.60

SUBTOTAL:

\$1,280,987.60

LESS PREVIOUS PAYMENTS:

\$1,183,094.85

CONTRACT AMOUNT DUE THIS ESTIMATE:

\$97,892.75

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

I, _____, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

CERTIFICATE OF ENGINEER:

I certify that this estimate of

\$97,892.75

on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY:

Grady J. Wade
Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is

APPROVED for payment for \$ _____

this _____ day of _____ 20 _____

CITY OF NICHOLS HILLS

W.L. McNatt and Company
Project Manager

Subscribed and sworn to before me May 23, 2023

Notary Public, Clerk or Judge

My Commission Expires:



Attachment: Pay Claim 9 (Package) (6619 : 6 Pay Estimate No. 9 FC-2101 WL McNatt)

CHANGE ORDER NO. 3-AMENDMENT NO. 1
Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
6500 6800 Blocks of Avondale Drive
PC-2104
May 31, 2023

6.c.a

I. SCOPE

The scope of this CHANGE ORDER is to adjust the quantities of existing items due to conditions encountered in the field. The scope of this AMENDMENT is to reconcile original contract quantities with actual construction quantities.

II. JUSTIFICATION

Conditions encountered in the field resulted in the need for the adjustment of these quantities in order to complete the project.

III. COST

AMENDMENT NO. 1

Item No.	Quantity	Description	Unit	Unit Cost	Total Cost
1	19.00	AGGREGATE BASE W/ EXCAVATION (8")	CY	\$105.00	\$1,995.00
2	-289.90	AGGREGATE BASE W/ EXCAVATION (6")	CY	\$105.00	(\$30,439.50)
3	61.00	P.C.C. PAVEMENT, 6"	SY	\$65.00	\$3,965.00
5	-1177.00	INTEGRAL CURB (6" BARRIER)	LF	\$10.00	(\$11,770.00)
6	7.00	CAST IRON CURB HOOD (R-3262)(SP)	EA	\$450.00	\$3,150.00
7	-3.00	WATER LINE LOWERING (COMPLETE)(6")(COMPLETE IN PLACE)	EA	\$11,000.00	(\$33,000.00)
8	-1.00	WATER LINE LOWERING (COMPLETE)(12")(COMPLETE IN PLACE)	EA	\$20,000.00	(\$20,000.00)
9	-5.00	WATER SERVICE LINE LONG (2")	EA	\$4,300.00	(\$21,500.00)
10	-0.50	REMOVE AND REPLACE LOOP DETECTORS	LS	\$12,000.00	(\$6,000.00)
12	11.00	SHEET ALUMINUM SIGNS	SF	\$275.00	\$3,025.00
13	8.00	SQUARE STEEL SIGN POST	LF	\$35.00	\$280.00
14	51.00	TRAFFIC STRIPE (MULTI-POLY) (24 INCH WIDE)	LF	\$20.00	\$1,020.00
15	-809.00	TRAFFIC STRIPE (MULTI-POLY) (4 INCH WIDE)(WHITE)	LF	\$2.50	(\$2,022.50)
16	-136.00	TRAFFIC STRIPE (MULTI-POLY) (4 INCH WIDE)(YELLOW)	LF	\$2.50	(\$340.00)
19	60.00	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	\$18.00	\$1,080.00
20	17.00	REMOVE & RESET LAWN IRRIGATION HEAD	EA	\$60.00	\$1,020.00
25	-2.00	RELOCATE WATER METER	LS	\$1,250.00	(\$2,500.00)
26	22.30	REMOVE SIDEWALK	EA	\$12.00	\$267.60
27	218.80	STREET PAVEMENT REMOVAL	SY	\$12.00	\$2,625.60
28	119.00	REMOVE DRIVEWAY	SY	\$12.00	\$1,428.00
33	60.00	SEPERATOR FABRIC FOR BASES (SP)	SY	\$2.70	\$162.00
34	-300.00	GEOGRID FOR BASES	SY	\$10.00	(\$3,000.00)
35	-21.70	SIDEWALK (VARIABLE WIDTH)	SY	\$80.00	(\$1,736.00)
36	155.00	6" P.C. CONCRETE DRIVEWAY (HES)	SY	\$88.00	\$13,640.00
38	-204.00	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	\$20.00	(\$4,080.00)
39	8.00	ADA CURB RAMP	EA	\$1,500.00	\$12,000.00
41	-1.00	TREE REMOVAL	EA	\$1,200.00	(\$1,200.00)
42	-150.00	SEDIMENT AND EROSION CONTROL SILT FENCE	LF	\$4.00	(\$600.00)
TOTAL AMENDMENT NO. 1:					(\$92,529.80)

Attachment: c Amendment 1 Change Order 3 (Signed) (6627 : Amendment #1 Change order No. 3 for Project No. PC-2104)

CHANGE ORDER NO. 3-AMENDMENT NO. 1
Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
6500 6800 Blocks of Avondale Drive
PC-2104
May 31, 2023

CHANGE ORDER NO. 3

Item No.	Quantity	Description	Unit	Unit Cost	Total Cost
CO 3.1	1.00	Colored Sidewalk Repair	LS	\$13,330.00	\$13,330.00
CO3.2	1.00	Sherwood Court Paving Repair	LS	\$17,216.00	\$17,216.00
CO3.3	1.00	Bird Feeder Sidewalk	LS	\$14,210.00	\$14,210.00
TOTAL CHANGE ORDER NO. 3:					\$44,756.00

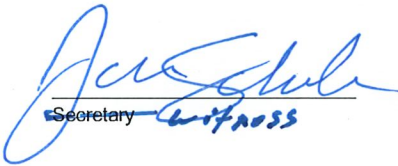
CHANGE ORDER NO. 1	\$14,985.00	0.91% Increase
CHANGE ORDER NO. 2	\$5,500.00	0.33% Increase
CHANGE ORDER NO. 3	\$44,756.00	2.71% Increase
AMENDMENT NO. 1	(\$92,529.80)	-5.69% Decrease
ORIGINAL CONTRACT AMOUNT	\$1,654,268.00	
REVISED CONTRACT AMOUNT	\$1,626,979.20	-1.74% Decrease

All construction shall be done in accordance with all applicable state and local codes and the plans and specifications.

The above and foregoing is hereby approved this 25th day of May, 2023,
and the undersigned agrees to perform the work at the price indicated.

ATTEST:

Rudy Construction Co.
P.O. Box 14575 Oklahoma City, OK 73113


Secretary W. J. Ross



SMITH ROBERTS BALDISCHWILER, LLC


Grady J. Wade, P.E.

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the City of Nichols Hills this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 8 (FINAL)
Nichols Hills Project No. PC-2104
2021-2022 G.O. Bond Issue Paving
Improvements
6500 & 6800 Blocks of Avondale Drive
Contractor: Rudy Construction Co.
Original Contract Amount: \$1,654,268.00
Current Contract Amount: \$1,626,979.20
Claims to Date Less Ret.: \$1,626,979.20
Paid to Date: \$1,460,160.17
Amount Remaining: \$166,819.03
Current Amount Due: \$166,816.03

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 8** on the above referenced project in the amount of **\$166,816.03**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2022 G.O. Bond Issue Paving Account (Acct. #80-92-97550)	\$134,606.53
2020 G.O. Bond Issue Traffic Account (Acct. #80-90-98950)	\$32,212.50

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116002E
Enclosure

PROGRESSIVE ESTIMATE NO. 8 (FINAL)

Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
6500 & 6800 Blocks of Avondale Drive

Rudy Construction Company
3101 N.E. 63rd Street
Oklahoma City, OK 73121

From: 4/10/2023
Notice to Proceed: 9/19/2022
Project Duration: 180 Calendar Days
Days Used: 199.5
Days Remaining: -19.5

6.d.a

PC-2104

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	2,431.00	0.00	2,431.00	2,431.00	105.00	\$255,255.00	100
2	AGGREGATE BASE (TYPE A) W/EXCAVATION (6")	CY	10.10	0.00	10.10	10.10	105.00	\$1,060.50	100
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	10,408.00	0.00	10,408.00	10,408.00	65.00	\$676,520.00	100
4	PORTLAND CEMENT CONCRETE PAVEMENT (6") (CONT. REINFORCED)	SY	102.00	0.00	102.00	102.00	100.00	\$10,200.00	100
5	INTEGRAL CURB (6" BARRIER)	LF	4,360.00	0.00	4,360.00	4,360.00	10.00	\$43,600.00	100
6	CAST IRON CURB HOOD (R-3262)(SP)	EA	17.00	0.00	17.00	17.00	450.00	\$7,650.00	100
7	WATER LINE LOWERING (COMPLETE)(6") (COMPLETE IN PLACE)	EA	0.00	0.00	0.00	0.00	11,000.00	\$0.00	100
8	WATER LINE LOWERING (COMPLETE)(12") (COMPLETE IN PLACE)	EA	0.00	0.00	0.00	0.00	20,000.00	\$0.00	100
9	WATER SERVICE LINE LONG (2")	EA	3.00	0.00	3.00	3.00	4,300.00	\$12,900.00	100
10	REMOVE AND REPLACE LOOP DETECTORS	LS	0.50	0.00	0.50	0.50	12,000.00	\$6,000.00	100
11	REMOVE AND RESET SIGN	EA	7.00	3.00	4.00	7.00	100.00	\$700.00	100
12	SHEET ALUMINUM SIGNS	SF	63.00	63.00	0.00	63.00	275.00	\$17,325.00	100
13	SQUARE STEEL SIGN POST	LF	120.00	120.00	0.00	120.00	35.00	\$4,200.00	100
14	TRAFFIC STRIPE (MULTI-POLY) (24 INCH WIDE)	LF	265.00	265.00	0.00	265.00	20.00	\$5,300.00	100
15	TRAFFIC STRIPE (MULTI-POLY) (4 INCH WIDE)(WHITE)	LF	157.00	157.00	0.00	157.00	2.50	\$392.50	100
16	TRAFFIC STRIPE (MULTI-POLY) (4 INCH WIDE)(YELLOW)	LF	870.00	870.00	0.00	870.00	2.50	\$2,175.00	100
17	TRAFFIC STRIPE (MULTI-POLY) (WORDS)	EA	2.00	2.00	0.00	2.00	300.00	\$600.00	100
18	TRAFFIC STRIPE (MULTI-POLY) (ARROWS)(SINGLE)	EA	4.00	4.00	0.00	4.00	480.00	\$1,920.00	100
19	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	1,310.00	0.00	1,310.00	1,310.00	18.00	\$23,580.00	100
20	REMOVE & RESET LAWN IRRIGATION HEAD	EA	142.00	0.00	142.00	142.00	60.00	\$8,520.00	100
21	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (RECORDED DIGITALLY ON DVD)	LS	1.00	0.50	0.50	1.00	1,000.00	\$1,000.00	100
22	CONSTRUCTION STAKING	LS	1.00	0.00	1.00	1.00	12,000.00	\$12,000.00	100
23	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.00	1.00	1.00	50,000.00	\$50,000.00	100
24	MOBILIZATION	LS	1.00	0.00	1.00	1.00	75,000.00	\$75,000.00	100
25	RELOCATE WATER METER	EA	0.00	0.00	0.00	0.00	1,250.00	\$0.00	100
26	REMOVE SIDEWALK	SY	36.30	0.00	36.30	36.30	12.00	\$435.60	100
27	STREET PAVEMENT REMOVAL	SY	10,407.80	0.00	10,407.80	10,407.80	12.00	\$124,893.60	100
28	REMOVE DRIVEWAY	SY	477.00	0.00	477.00	477.00	12.00	\$5,724.00	100
29	ADJUST EXISTING STRUCTURE (WATER VALVE)	EA	2.00	0.00	2.00	2.00	175.00	\$350.00	100
30	ADJUST EXISTING STRUCTURE (STORM INLET)	EA	2.00	0.00	2.00	2.00	1,500.00	\$3,000.00	100
31	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	2.00	0.00	2.00	2.00	750.00	\$1,500.00	100
32	REMOVE & RESET (WATER VALVE)	EA	1.00	0.00	1.00	1.00	3,000.00	\$3,000.00	100
33	SEPARATOR FABRIC FOR BASES (SP)	SY	11,110.00	0.00	11,110.00	11,110.00	2.70	\$29,997.00	100
34	GEOGRID FOR BASES	SY	0.00	0.00	0.00	0.00	10.00	\$0.00	100
35	SIDEWALK (VARIABLE WIDTH)	SY	1.30	0.00	1.30	1.30	80.00	\$104.00	100
36	6" P.C. CONCRETE DRIVEWAY (HES)	SY	477.00	0.00	477.00	477.00	88.00	\$41,976.00	100
37	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	5,271.00	0.00	5,271.00	5,271.00	20.00	\$105,420.00	100
38	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	100.00	0.00	100.00	100.00	20.00	\$2,000.00	100
39	ADA CURB RAMP	EA	9.00	0.00	9.00	9.00	1,500.00	\$13,500.00	100
40	SOLID SLAB SODDING	LS	1.00	0.00	1.00	1.00	12,500.00	\$12,500.00	100
41	TREE REMOVAL	EA	0.00	0.00	0.00	0.00	1,200.00	\$0.00	100
42	SEDIMENT AND EROSION CONTROL SILT FENCE	LF	0.00	0.00	0.00	0.00	4.00	\$0.00	100
43	CURB INLET SEDIMENT FILTER	EA	2.00	0.00	2.00	2.00	200.00	\$400.00	100
44	ROCK BAG INLET BARRIER	LF	104.00	0.00	104.00	104.00	10.00	\$1,040.00	100
CO1.1	STORM SEWER REPAIR	LS	1.00	0.00	1.00	1.00	14,985.00	\$14,985.00	100
CO2.1	Remove & Reset Sidewalk Pavers	LS	1.00	0.00	1.00	1.00	5,500.00	\$5,500.00	100
CO3.1	Colored Sidewalk Repair	LS	1.00	0.00	1.00	1.00	13,330.00	\$13,330.00	100
CO3.2	Sherwood Court Paving Repair	LS	1.00	0.00	1.00	1.00	17,216.00	\$17,216.00	100
CO3.3	Bird Feeder Sidewalk	LS	1.00	0.00	1.00	1.00	14,210.00	\$14,210.00	100

ORIGINAL CONTRACT AMOUNT: \$1,654,268.00

CHANGES TO DATE:
Amendment No. 1 (\$92,529.80)
Change Order No. 1 \$14,985.00
Change Order No. 2 \$5,500.00
Change Order No. 3 \$44,756.00

CURRENT CONTRACT AMOUNT: \$1,626,979.20

TOTAL AMOUNT OF WORK TO DATE: \$1,626,979.20
MATERIAL ON HAND: \$0.00
TOTAL TO DATE: \$1,626,979.20
LESS 5% RETAINAGE: \$0.00
DIFFERENCE: \$1,626,979.20
SUBTOTAL: \$1,626,979.20
LESS PREVIOUS PAYMENTS: \$1,460,160.17

CONTRACT AMOUNT DUE THIS ESTIMATE: \$166,819.03

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

James B. Bills, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

Rudy Construction Company
Project Manager

Subscribed and sworn to before me 25th May, 2023.

Notary Public, Clerk or Judge

My Commission Expires: 02/25/25



CERTIFICATE OF ENGINEER:

I certify that this estimate of \$166,819.03 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady Wade
Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is APPROVED for payment for \$

this day of 20

CITY OF NICHOLS HILLS

Attachment: Pay Claim 08 Package (FINAL) (6629 : 6 Pay Est No. 8 (FINAL) PC-2104 Rudy Construction)

AMENDMENT NO. 1
Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
1500 Block of Guilford Lane
PC-2103
MAY 31, 2023

6.e.a

I. SCOPE

The scope of this AMENDMENT is to reconcile quantities for final payment.

II. JUSTIFICATION

Quantities are to be reconciled to match the final product constructed in the field.

III. COST

AMENDMENT NO. 1

Item No.	Quantity	Description	Unit	Unit Cost	Total Cost
1	-87.34	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	\$100.00	(\$8,734.00)
2	-233.65	AGGREGATE BASE (TYPE A) W/EXCAVATION	CY	\$100.00	(\$23,365.00)
3	153.39	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	\$67.00	\$10,277.13
4	-180.97	INTEGRAL CURB (6" BARRIER)	LF	\$12.00	(\$2,171.64)
5	-2.00	CAST IRON CURB HOOD (R-3262)(SP)	EA	\$300.00	(\$600.00)
6	-1.00	WATER LINE LOWERING (COMPLETE)(6")(COMPLETE IN PLACE)	EA	\$9,765.00	(\$9,765.00)
7	-1.00	WATER LINE LOWERING (COMPLETE)(12")(COMPLETE IN PLACE)	EA	\$17,325.00	(\$17,325.00)
8	-7.00	WATER SERVICE LINE LONG (2")	EA	\$3,690.00	(\$25,830.00)
9	-3.00	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	L.F.	\$12.00	(\$36.00)
10	5.00	REMOVE & RESET LAWN IRRIGATION HEAD	EA	\$90.00	\$450.00
15	-5.00	RELOCATE WATER METER	EA	\$855.00	(\$4,275.00)
16	-1.00	RELOCATE SPRINKLER CONTROL VALVE (& BOX)	EA	\$1,200.00	(\$1,200.00)
17	-9.00	REMOVE SIDEWALK (CONCRETE/STONE/BRICK)	SY	\$12.00	(\$108.00)
18	232.61	STREET PAVEMENT REMOVAL	SY	\$12.00	\$2,791.32
19	-21.11	REMOVE DRIVEWAY (CONCRETE)	SY	\$12.00	(\$253.32)
20	1.99	REMOVE DRIVEWAY (GRAVEL)	SY	\$12.00	\$23.88
21	-9.00	REMOVE CURB AND GUTTER	L.F.	\$12.00	(\$108.00)
22	-8.40	REMOVE DRIVEWAY (BRICK)	SY	\$12.00	(\$100.80)
23	152.63	SEPARATOR FABRIC FOR BASES (SP)	SY	\$2.50	\$381.58
24	-100.00	GEOGRID FOR BASES	SY	\$8.00	(\$800.00)
25	-9.50	SIDEWALK (VARIABLE WIDTH)	SY	\$70.00	(\$665.00)
26	14.74	6" P.C. CONCRETE DRIVEWAY (HES)	SY	\$95.00	\$1,400.30
27	55.00	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	\$20.00	\$1,100.00
28	7.00	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	\$20.00	\$140.00
30	-1.00	TREE REMOVAL	EA	\$1,250.00	(\$1,250.00)
31	-150.00	SEDIMENT AND EROSION CONTROL SILT FENCE	LF	\$4.00	(\$600.00)
A1	-1.70	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	\$100.00	(\$170.00)
A2	-30.05	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	\$85.00	(\$2,554.25)
A3	-47.58	INTEGRAL CURB (6" BARRIER)	LF	\$15.00	(\$713.70)
A4	15.00	(HP PIPE) STORM SEWER (36")	LF	\$120.00	\$1,800.00
A5	0.50	DESIGN 2-0 INLET COMPLETE IN PLACE	EA	\$5,600.00	\$2,800.00
A8	-2.00	REMOVE AND RESET SIGN	EA	\$250.00	(\$500.00)
A9	-14.65	STREET PAVEMENT REMOVAL	SY	\$12.00	(\$175.80)
A10	10.00	REMOVE EXISTING STRUCTURE (INLET)	EA	\$500.00	\$5,000.00
A11	-1.00	ADJUST EXSTING STRUCTURE (MANHOLE)	EA	\$900.00	(\$900.00)
A12	-24.59	SEPARATOR FABRIC FOR BASES (SP)	SY	\$2.50	(\$61.48)
A13	-192.00	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	\$20.00	(\$3,840.00)
A14	-1.00	SOLID SLAB SODDING	LS	\$750.00	(\$750.00)
CO1.1	-0.32	Drainage Improvements at Avondale Court	LS	\$48,210.00	(\$15,274.60)
TOTAL AMENDMENT NO. 1:					(\$95,962.38)

Attachment: e AM 1 (Final) (6628 : 6 Amendment #1 for Project No. PC-2103)

AMENDMENT NO. 1
Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
1500 Block of Guilford Lane
PC-2103
MAY 31, 2023

CHANGE ORDER NO. 1	\$48,210.00	5.61% Increase
AMENDMENT NO. 1	(\$95,962.38)	-11.83% Decrease
ORIGINAL CONTRACT AMOUNT	\$858,721.20	
REVISED CONTRACT AMOUNT	\$810,968.82	-6.22% Decrease

All construction shall be done in accordance with all applicable state and local codes and the plans and specifications.

The above and foregoing is hereby approved this 25th day of May, 2023,
and the undersigned agrees to perform the work at the price indicated.

ATTEST:


Secretary *Witness*

Rudy Construction Co.
P.O. Box 14575 Oklahoma City, OK 73113



SMITH ROBERTS BALDISCHWILER, LLC


Grady J. Wade, P.E.

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the City of Nichols Hills this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 6 (FINAL)
Nichols Hills Project No. PC-2103
2021-2022 G.O. Bond Issue Paving
Improvements
1500 Block of Guilford Lane
Contractor: Rudy Construction Co.
Original Contract Amount: \$858,721.20
Current Contract Amount: \$810,968.82
Claims to Date: \$810,968.82
Paid to Date: \$643,476.62
Amount Remaining: \$167,492.20
Current Amount Due: \$167,492.20

Dear Mayor and City Council:

Enclosed please find **Progressive Estimate No. 6** on the above referenced project in the amount of **\$167,492.20**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

2021 G.O. Bond Issue Paving Account (Acct. #80-91-97550)	\$151,726.00
2022 G.O. Bond Issue Paving Account (Acct. #80-92-97550)	\$15,766.20

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116002D
Enclosure

PROGRESSIVE ESTIMATE NO. 6 (FINAL)

Nichols Hills 2021-2022 G.O. Bond Issue Paving Improvements
1500 Block of Guilford Lane

Rudy Construction Company
3101 N.E. 63rd Street
Oklahoma City, OK 73121

From: 4/10/2023 To: 6.f.a
Notice to Proceed: 11/21/2022
Project Duration: 180 Calendar Days
Days Used: 147
Days Remaining: 33

PC-2103

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	868.66	148.54	720.12	868.66	100.00	\$86,866.00	100.0
2	AGGREGATE BASE (TYPE A) W/EXCAVATION	CY	66.35	0.00	66.35	66.35	100.00	\$6,635.00	100.0
3	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	4,164.39	779.44	3,384.95	4,164.39	67.00	\$279,014.13	100.0
4	INTEGRAL CURB (6" BARRIER)	LF	2,463.03	428.60	2,034.43	2,463.03	12.00	\$29,556.36	100.0
5	CAST IRON CURB HOOD (R-3262)(SP)	EA	19.00	3.00	16.00	19.00	300.00	\$5,700.00	100.0
6	WATER LINE LOWERING (COMPLETE)(6") (COMPLETE IN PLACE)	EA	0.00	0.00	0.00	0.00	9,765.00	\$0.00	100.0
7	WATER LINE LOWERING (COMPLETE)(12") (COMPLETE IN PLACE)	EA	0.00	0.00	0.00	0.00	17,325.00	\$0.00	100.0
8	WATER SERVICE LINE LONG (2")	EA	0.00	0.00	0.00	0.00	3,690.00	\$0.00	100.0
9	REMOVE & RESET LAWN IRRIGATION PIPE (1/2" TO 2" DIA. PVC)	LF	1,117.00	450.00	667.00	1,117.00	12.00	\$13,404.00	100.0
10	REMOVE & RESET LAWN IRRIGATION HEAD	EA	61.00	32.00	29.00	61.00	90.00	\$5,490.00	100.0
11	COLOR AUDIO/VIDEO RECORDING, PRE & POST CONSTRUCTION (DVD)	LS	1.00	0.50	0.50	1.00	1,500.00	\$1,500.00	100.0
12	CONSTRUCTION STAKING	LS	1.00	0.00	1.00	1.00	6,000.00	\$6,000.00	100.0
13	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LS	1.00	0.20	0.80	1.00	30,000.00	\$30,000.00	100.0
14	MOBILIZATION	LS	1.00	0.20	0.80	1.00	50,000.00	\$50,000.00	100.0
15	RELOCATE WATER METER	EA	0.00	0.00	0.00	0.00	855.00	\$0.00	100.0
16	RELOCATE SPRINKLER CONTROL VALVE (& BOX)	EA	0.00	0.00	0.00	0.00	1,200.00	\$0.00	100.0
17	REMOVE SIDEWALK (CONCRETE/STONE/BRICK)	SY	9.00	0.00	9.00	9.00	12.00	\$108.00	100.0
18	STREET PAVEMENT REMOVAL	SY	4,225.61	205.05	4,020.56	4,225.61	12.00	\$50,707.32	100.0
19	REMOVE DRIVEWAY (CONCRETE)	SY	219.89	0.00	219.89	219.89	12.00	\$2,638.68	100.0
20	REMOVE DRIVEWAY (GRAVEL)	SY	21.99	0.00	21.99	21.99	12.00	\$263.88	100.0
21	REMOVE CURB AND GUTTER	LF	0.00	0.00	0.00	0.00	12.00	\$0.00	100.0
22	REMOVE DRIVEWAY (BRICK)	SY	52.60	0.00	52.60	52.60	12.00	\$631.20	100.0
23	SEPARATOR FABRIC FOR BASES (SP)	SY	4,450.63	665.11	3,785.52	4,450.63	2.50	\$11,126.58	100.0
24	GEOGRID FOR BASES	SY	0.00	0.00	0.00	0.00	8.00	\$0.00	100.0
25	SIDEWALK (VARIABLE WIDTH)	SY	3.50	0.00	3.50	3.50	70.00	\$245.00	100.0
26	6" P.C. CONCRETE DRIVEWAY (HES)	SY	336.74	125.81	210.93	336.74	95.00	\$31,990.30	100.0
27	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	2,763.00	470.00	2,293.00	2,763.00	20.00	\$55,260.00	100.0
28	6" NON-PERF. PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	35.00	0.00	35.00	35.00	20.00	\$700.00	100.0
29	SOLID SLAB SODDING	LS	1.00	1.00	0.00	1.00	10,000.00	\$10,000.00	100.0
30	TREE REMOVAL	EA	0.00	0.00	0.00	0.00	1,250.00	\$0.00	100.0
31	SEDIMENT AND EROSION CONTROL SILT FENCE	LF	0.00	0.00	0.00	0.00	4.00	\$0.00	100.0
32	CURB INLET SEDIMENT FILTER	EA	3.00	0.00	3.00	3.00	150.00	\$450.00	100.0
33	ROCK BAG INLET BARRIER	LF	125.00	0.00	125.00	125.00	9.00	\$1,125.00	100.0
ALTERNATE NO. 1									
A1	AGGREGATE BASE (TYPE A) W/EXCAVATION (8")	CY	116.30	0.00	116.30	116.30	100.00	\$11,630.00	100.0
A2	PORTLAND CEMENT CONCRETE PAVEMENT (6")	SY	475.95	0.00	475.95	475.95	85.00	\$40,455.75	100.0
A3	INTEGRAL CURB (6" BARRIER)	LF	144.42	0.00	144.42	144.42	15.00	\$2,166.30	100.0
A4	(HP PIPE) STORM SEWER (36")	LF	65.00	0.00	65.00	65.00	120.00	\$7,800.00	100.0
A5	DESIGN 2-0 INLET COMPLETE IN PLACE	EA	1.50	0.00	1.50	1.50	5,600.00	\$8,400.00	100.0
A6	DESIGN 2-1 INLET COMPLETE IN PLACE	EA	1.00	0.00	1.00	1.00	6,500.00	\$6,500.00	100.0
A7	DESIGN 2-3 INLET COMPLETE IN PLACE	EA	1.00	0.00	1.00	1.00	7,700.00	\$7,700.00	100.0
A8	REMOVE AND RESET SIGN	EA	2.00	0.00	2.00	2.00	250.00	\$500.00	100.0
A9	STREET PAVEMENT REMOVAL	SY	475.95	0.00	475.95	475.95	12.00	\$5,711.40	100.0
A10	REMOVE EXISTING STRUCTURE (INLET)	EA	13.00	0.00	13.00	13.00	500.00	\$6,500.00	100.0
A11	ADJUST EXISTING STRUCTURE (MANHOLE)	EA	0.00	0.00	0.00	0.00	900.00	\$0.00	100.0
A12	SEPARATOR FABRIC FOR BASES (SP)	SY	503.41	0.00	503.41	503.41	2.50	\$1,258.53	100.0
A13	6" PERFORATED PIPE UNDERDRAIN (COMPLETE IN PLACE)	LF	0.00	0.00	0.00	0.00	20.00	\$0.00	100.0
A14	SOLID SLAB SODDING	LS	0.00	0.00	0.00	0.00	750.00	\$0.00	100.0
CHANGE ORDER NO. 1									
CO1.1	DRAINAGE IMPROVEMENTS AT AVONDALE COURT	LS	0.68	0.00	0.68	0.68	48,210.00	\$32,935.40	100.0

ORIGINAL CONTRACT AMOUNT: \$858,721.20
CHANGES TO DATE:
Amendment No. 1 (\$95,962.38)
Change Order No. 1 \$48,210.00
CURRENT CONTRACT AMOUNT: \$810,968.82

TOTAL AMOUNT OF WORK TO DATE: \$810,968.82
MATERIAL ON HAND: \$0.00
TOTAL TO DATE: \$810,968.82
LESS 5% RETAINAGE: \$0.00
DIFFERENCE: \$810,968.82
SUBTOTAL: \$810,968.82
LESS PREVIOUS PAYMENTS: \$643,476.62

CONTRACT AMOUNT DUE THIS ESTIMATE: \$167,492.20

AFFIDAVIT OF CLAIMANT:
STATE OF OKLAHOMA COUNTY OF OKLAHOMA:
I, Jared B. B., of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

CERTIFICATE OF ENGINEER:
I certify that this estimate of \$167,492.20 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC
BY: Grady J. Wade
Grady J. Wade, P.E.

Rudy Construction Company
Project Manager

Subscribed and sworn to before me 25th May, 2023

Notary Public, Clerk or Judge

My Commission Expires: 02/25/25



OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is
APPROVED for payment for \$

this _____ day of _____ 20____.

CITY OF NICHOLS HILLS

Attachment: Pay Claim 06 Package (FINAL) (6630 : 6 Pay Est No. 6 (FINAL) PC-2103 Rudy Construction Co.)



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 12
Nichols Hills Project No. FC-2102
Love Family Park Improvements
Contractor: Rudy Construction Co.
Original Contract Amount: \$961,700.00
Current Contract Amount: \$1,024,827.00
Claims to Date Less Ret.: \$955,393.15
Paid to Date: \$944,743.65
Amount Remaining: \$80,083.35
Current Amount Due: \$10,649.50

Dear Mayor and City Council:

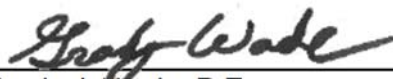
Enclosed please find **Progressive Estimate No. 12** on the above referenced project in the amount of **\$10,649.50**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

GL Acct. #20-11-88000\$10,649.50

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116000 (Task 2102)
Enclosure

PROGRESSIVE ESTIMATE NO. 12

Love Family Park Improvements

Rudy Construction Company
3101 N.E. 63rd Street
Oklahoma City, OK 73121

From: 3/10/2023
Notice to Proceed: 3/9/2022
Project Duration: 300 Calendar Days
Days Used: 319
Days Remaining: -19

6.g.a

FC-2102

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLET
1	ART PLAZA W/ STONE BEAM WALLS + STEPS	LS	1.00	0.00	1.00	1.00	86,000.00	\$86,000.00	100.0
2	BENCH SEATING	LS	1.00	0.40	0.60	1.00	18,900.00	\$18,900.00	100.0
3	ELECTRICAL WORK	LS	1.00	0.00	1.00	1.00	56,000.00	\$56,000.00	100.0
4	IRRIGATION	LS	1.00	0.00	1.00	1.00	164,000.00	\$164,000.00	100.0
5	LANDSCAPING	LS	1.00	0.00	1.00	1.00	84,000.00	\$84,000.00	100.0
6	STONE WALLS AT BENCH LOCATIONS	LS	1.00	0.00	1.00	1.00	40,000.00	\$40,000.00	100.0
7	PARK SIGN (WITH LIGHTING)	LS	1.00	0.00	1.00	1.00	22,000.00	\$22,000.00	100.0
8	8' TRAIL (INTEGRALLY COLORED CONCRETE - CHARCOAL)	LS	1.00	0.00	1.00	1.00	232,000.00	\$232,000.00	100.0
9	WATER FEATURE	LS	1.00	0.00	1.00	1.00	120,000.00	\$120,000.00	100.0
10	SAFETY RAILING	LS	1.00	0.00	1.00	1.00	33,000.00	\$33,000.00	100.0
11	REPLACE WOOD BOARDS @ EXISTING PED BRIDGE	LS	1.00	0.00	1.00	1.00	5,800.00	\$5,800.00	100.0
12	STONE ACCENT COLUMNS	LS	1.00	0.00	1.00	1.00	7,500.00	\$7,500.00	100.0
13	TREE PRUNING & UNDERBRUSH CLEARING WORK	LS	1.00	0.00	1.00	1.00	13,500.00	\$13,500.00	100.0
14	BERMING	LS	1.00	0.00	1.00	1.00	79,000.00	\$79,000.00	100.0

CHANGE ORDER #1

1.1	TOPSOIL/GRADING	LS	1.00	0.00	1.00	1.00	12,600.00	\$12,600.00	100.0
1.2	LIMB PRUNING	LS	1.00	0.00	1.00	1.00	2,750.00	\$2,750.00	100.0
1.3	4" PVC BORE	LS	1.00	0.00	1.00	1.00	2,565.00	\$2,565.00	100.0
1.4	TREE REMOVAL	LS	1.00	0.00	1.00	1.00	2,500.00	\$2,500.00	100.0

CHANGE ORDER #2

2.1	BENCHES	LS	1.00	0.00	0.00	0.00	17,550.00	\$0.00	0.0
2.2	LANDSCAPING AT SIGN	LS	1.00	0.00	1.00	1.00	6,850.00	\$6,850.00	100.0
2.3	SIDEWALK REMOVAL	LS	1.00	0.00	1.00	1.00	720.00	\$720.00	100.0
2.4	COLOR SIDWALK INSTALL	LS	1.00	0.00	1.00	1.00	5,320.00	\$5,320.00	100.0
2.5	FOUNTAIN WALL MODIFICATIONS	LS	1.00	0.00	1.00	1.00	1,750.00	\$1,750.00	100.0
2.6	REGRADING	LS	1.00	0.00	1.00	1.00	725.00	\$725.00	100.0
2.7	LIGHT FIXTURE CREDIT	LS	1.00	0.00	1.00	1.00	(400.00)	-\$400.00	100.0
2.8	DEDICATION PLAQUE	LS	1.00	0.00	0.00	0.00	1,600.00	\$0.00	0.0

CHANGE ORDER #3

3.1	BEDFORD IRRIGATION	LS	1.00	0.00	1.00	1.00	4,947.00	\$4,947.00	100.0
3.2	RAISE STORM MANHOLE	LS	1.00	1.00	0.00	1.00	3,650.00	\$3,650.00	100.0

ORIGINAL CONTRACT AMOUNT:

\$961,700.00

CHANGES TO DATE:

Amendment No. 1

\$0.00

Change Order No. 1

\$20,415.00

Change Order No. 2

\$34,115.00

Change Order No. 3

\$8,597.00

CURRENT CONTRACT AMOUNT:

\$1,024,827.00

TOTAL AMOUNT OF WORK TO DATE:

\$1,005,677.00

MATERIAL ON HAND:

\$0.00

TOTAL TO DATE:

\$1,005,677.00

LESS 5% RETAINAGE:

\$50,283.85

DIFFERENCE:

\$955,393.15

SUBTOTAL:

\$955,393.15

LESS PREVIOUS PAYMENTS:

\$944,743.65

CONTRACT AMOUNT DUE THIS ESTIMATE:

\$10,649.50

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

James B. B., of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

Rudy Construction Company
Project Manager

Subscribed and sworn to before me 25th, May 20 23

Notary Public, Clerk or Judge

My Commission Expires: 02/25/25



CERTIFICATE OF ENGINEER:

I certify that this estimate of \$10,649.50 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY:

Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is APPROVED for payment for \$

this _____ day of _____, 20____.

CITY OF NICHOLS HILLS

Attachment: Pay Claim 12 Package (6631 : 6 Pay Est No.12 FC-2102 Rudy Construction)



May 31, 2023

Honorable Mayor and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

RE: PAY ESTIMATE NO. 13 (FINAL)
Nichols Hills Project No. FC-2102
Love Family Park Improvements
Contractor: Rudy Construction Co.
Original Contract Amount: \$961,700.00
Current Contract Amount: \$1,024,827.00
Claims to Date Less Ret.: \$1,024,827.00
Paid to Date: \$955,393.15
Amount Remaining: \$69,433.85
Current Amount Due: \$69,433.85

Dear Mayor and City Council:

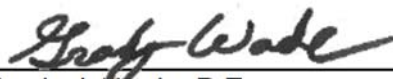
Enclosed please find **Progressive Estimate No. 13** on the above referenced project in the amount of **\$69,433.85**. We have verified the quantities and recommend approval. Please place this item on the next available council docket for payment consideration. This estimate should be paid out of the following account:

GL Acct. #20-11-88000\$69,433.85

Should you have any questions or comments, please contact me.

Sincerely,

Smith Roberts Baldischwiler, LLC


Grady J. Wade, P.E.
Nichols Hills City Engineer

cc: File #116000 (Task 2102)
Enclosure

PROGRESSIVE ESTIMATE NO. 13 (FINAL)

Love Family Park Improvements

Rudy Construction Company
3101 N.E. 63rd Street
Oklahoma City, OK 73121

From: 4/10/2023

Notice to Proceed: 3/9/2022

Project Duration: 300 Calendar Days

Days Used: 319

Days Remain'g: -19

6.h.a

FC-2102

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	WORK DONE THIS EST.	WORK DONE PREVIOUS	TOTAL WORK ON CONTRACT	UNIT PRICE	AMOUNT	% COMPLETE
1	ART PLAZA W/ STONE BEAM WALLS + STEPS	LS	1.00	0.00	1.00	1.00	86,000.00	\$86,000.00	100.0
2	BENCH SEATING	LS	1.00	0.00	1.00	1.00	18,900.00	\$18,900.00	100.0
3	ELECTRICAL WORK	LS	1.00	0.00	1.00	1.00	56,000.00	\$56,000.00	100.0
4	IRRIGATION	LS	1.00	0.00	1.00	1.00	164,000.00	\$164,000.00	100.0
5	LANDSCAPING	LS	1.00	0.00	1.00	1.00	84,000.00	\$84,000.00	100.0
6	STONE WALLS AT BENCH LOCATIONS	LS	1.00	0.00	1.00	1.00	40,000.00	\$40,000.00	100.0
7	PARK SIGN (WITH LIGHTING)	LS	1.00	0.00	1.00	1.00	22,000.00	\$22,000.00	100.0
8	8" TRAIL (INTEGRALLY COLORED CONCRETE - CHARCOAL)	LS	1.00	0.00	1.00	1.00	232,000.00	\$232,000.00	100.0
9	WATER FEATURE	LS	1.00	0.00	1.00	1.00	120,000.00	\$120,000.00	100.0
10	SAFETY RAILING	LS	1.00	0.00	1.00	1.00	33,000.00	\$33,000.00	100.0
11	REPLACE WOOD BOARDS @ EXISTING PED BRIDGE	LS	1.00	0.00	1.00	1.00	5,800.00	\$5,800.00	100.0
12	STONE ACCENT COLUMNS	LS	1.00	0.00	1.00	1.00	7,500.00	\$7,500.00	100.0
13	TREE PRUNING & UNDERBRUSH CLEARING WORK	LS	1.00	0.00	1.00	1.00	13,500.00	\$13,500.00	100.0
14	BERMING	LS	1.00	0.00	1.00	1.00	79,000.00	\$79,000.00	100.0
CHANGE ORDER #1									
1.1	TOPSOIL/GRADING	LS	1.00	0.00	1.00	1.00	12,600.00	\$12,600.00	100.0
1.2	LIMB PRUNING	LS	1.00	0.00	1.00	1.00	2,750.00	\$2,750.00	100.0
1.3	4" PVC BORE	LS	1.00	0.00	1.00	1.00	2,565.00	\$2,565.00	100.0
1.4	TREE REMOVAL	LS	1.00	0.00	1.00	1.00	2,500.00	\$2,500.00	100.0
CHANGE ORDER #2									
2.1	BENCHES	LS	1.00	1.00	0.00	1.00	17,550.00	\$17,550.00	100.0
2.2	LANDSCAPING AT SIGN	LS	1.00	0.00	1.00	1.00	6,850.00	\$6,850.00	100.0
2.3	SIDEWALK REMOVAL	LS	1.00	0.00	1.00	1.00	720.00	\$720.00	100.0
2.4	COLOR SIDWALK INSTALL	LS	1.00	0.00	1.00	1.00	5,320.00	\$5,320.00	100.0
2.5	FOUNTAIN WALL MODIFICATIONS	LS	1.00	0.00	1.00	1.00	1,750.00	\$1,750.00	100.0
2.6	REGRAVING	LS	1.00	0.00	1.00	1.00	725.00	\$725.00	100.0
2.7	LIGHT FIXTURE CREDIT	LS	1.00	0.00	1.00	1.00	(400.00)	-\$400.00	100.0
2.8	DEDICATION PLAQUE	LS	1.00	1.00	0.00	1.00	1,600.00	\$1,600.00	100.0
CHANGE ORDER #3									
3.1	BEDFORD IRRIGATION	LS	1.00	0.00	1.00	1.00	4,947.00	\$4,947.00	100.0
3.2	RAISE STORM MANHOLE	LS	1.00	0.00	1.00	1.00	3,650.00	\$3,650.00	100.0

ORIGINAL CONTRACT AMOUNT: \$961,700.00

CHANGES TO DATE:

Amendment No. 1 \$0.00

Change Order No. 1 \$20,415.00

Change Order No. 2 \$34,115.00

Change Order No. 3 \$8,597.00

CURRENT CONTRACT AMOUNT: \$1,024,827.00

TOTAL AMOUNT OF WORK TO DATE: \$1,024,827.00

MATERIAL ON HAND: \$0.00

TOTAL TO DATE: \$1,024,827.00

LESS 5% RETAINAGE: \$0.00

DIFFERENCE: \$1,024,827.00

SUBTOTAL: \$1,024,827.00

LESS PREVIOUS PAYMENTS: \$955,393.15

CONTRACT AMOUNT DUE THIS ESTIMATE: \$69,433.85

AFFIDAVIT OF CLAIMANT:

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA:

David Bills, of lawful age, being first duly sworn, says that (s)he is the agent authorized by claimant/contractor to submit the attached claim or contract to the CITY OF NICHOLS HILLS, Oklahoma, and that claimant/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the CITY OF NICHOLS HILLS, any money or other thing of value, either directly or indirectly, in the procuring of the contract under which the attached claim for payment is submitted/attached.

Rudy Construction Company
Project Manager

Subscribed and sworn to before me 25th May, 2023

Shannon

Notary Public, Clerk or Judge

My Commission Expires: 02/25/25



CERTIFICATE OF ENGINEER:

I certify that this estimate of \$69,433.85 on this contract is correct, due and payable under the terms of this contract.

SMITH ROBERTS BALDISCHWILER, LLC

BY: Grady Wade
Grady J. Wade, P.E.

OFFICER'S APPROVAL:

I hereby certify the articles listed hereon have been received or services performed and this claim is APPROVED for payment for \$

this _____ day of _____, 20____.

CITY OF NICHOLS HILLS

Attachment: Pay Claim 13 Package (FINAL) (6632 : 6 Pay Est No.13 (FINAL) FC-2102 Rudy Construction)

INVOICE



PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

Please remit electronic payments to:

FNB Community Bank
 Routing #103012843
 Account #0111088
 Remittance: accounting@fsb-ae.com

Or mail payments to:

FSB
 5801 Broadway Extension, Suite 500
 Oklahoma City, OK 73118-7436

City of Nichols Hills
 6407 Avondale Drive
 Nichols Hills, OK 73116

May 31, 2023

Invoice No: 18782

Project #20202180 CNH - Fire Station Renovation

Professional Services through May 25, 2023**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
EV Charging - Design	21,780.00	100.00	21,780.00	21,780.00	0.00
EV Charging - CA	14,520.00	100.00	14,520.00	7,550.40	6,969.60
Schematic Design Phase	87,750.00	100.00	87,750.00	87,750.00	0.00
Design Development Phase	105,300.00	100.00	105,300.00	105,300.00	0.00
Construction Documents Phase	80,730.00	100.00	80,730.00	80,730.00	0.00
Construction Phase	77,220.00	100.00	77,220.00	77,220.00	0.00
Constuction Documents	3,900.00	0.00	0.00	0.00	0.00
Construction Admin	5,900.00	0.00	0.00	0.00	0.00
Total Fee	397,100.00		387,300.00	380,330.40	6,969.60
Total Fee					6,969.60
Total this Invoice					<u>\$6,969.60</u>
Total Now Due					\$6,969.60

Attachment: FSB Inv 18782 May 23 (6638 : 6 Invoice No. 18782 Frankfurt-Short-Bruza Associates, PC)

RESOLUTION

(No. 1495)

A RESOLUTION AUTHORIZING THE DISPOSAL AND DESTRUCTION OF CERTAIN ORIGINAL RECORDS AND PAPERS OF RECORDS PRIOR TO THE RETENTION PERIOD FOR SUCH RECORDS ESTABLISHED IN THE REVISED RECORDS RETENTION MANUAL, 2015; AND DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO PROVIDE FOR THE DISPOSAL AND DESTRUCTION OF SUCH RECORDS.

WHEREAS, 11 O.S. § 22-131(A) prescribes retention periods for the destruction, sale or disposition of certain enumerated municipal records; and

WHEREAS, 11 O.S. § 22-131(B) provides that time limits for the disposition of records, papers and documents which are not mentioned in 11 O.S. § 22-131(A) “may be determined and set by ordinance or resolution of the municipal governing body;” and

WHEREAS, on September 8, 2015 the Council of the City of Nichols Hills, Oklahoma adopted a Resolution which: (a) established the Revised Records Retention Manual, 2015, for the City of Nichols Hills, Oklahoma (“Records Retention Manual”); and (b) in accordance with 11 O.S. § 22-132(C), declared that whenever photostatic copies, photographs, microphotographs, reproductions on films or optical disks of the records described in the Records Retention Manual shall be placed in conveniently accessible files and provisions made for preserving, examining and using same, the City Manager may certify those facts to the City Council; and, following such certification, the City Council may, by resolution, authorize the disposal, archival storage or destruction of the original records and papers before the expiration of the retention period established in the Records Retention Manual; and

WHEREAS, the City Manager has made certification in the attached Exhibit A that photostatic copies, photographs, reproductions on films or optical disks of the records described in Exhibit A have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma deems it to be in the best interests of the City of Nichols Hills, Oklahoma to make available additional storage space in the offices of the City by authorizing the disposal and destruction of the original records and papers of the records identified in Exhibit A of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with 11 O.S. § 22-132(C), the Council of the City of Nichols Hills, Oklahoma hereby authorizes the disposal and destruction of the original records and papers of records identified in the attached Exhibit A prior to the retention periods for such records established in the Revised Retention Manual, 2015, and directs the City Manager to take all actions necessary to provide for the disposal and destruction of such records.

ADOPTED AND APPROVED by the Council and **SIGNED** by the Mayor of the City of Nichols Hills, Oklahoma, this 13th day of June, 2023.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Attachment: 7 NH-Records Destruction Reso-9 2 15-2 1 (6567 : 7 Disposal & Destruction of original documents)

Exhibit A

CERTIFICATION

I, S. Shane Pate II, City Manager for the City of Nichols Hills, Oklahoma, hereby certify that photostatic copies, photographs, reproductions on films or optical disks of the following records have been placed in conveniently accessible files and provisions have been made for preserving, examining and using the same:

Record Classification:**Record Dates:****Agendas**

Building Commission	May 16, 2023
Board of Adjustment	May 17, 2023
City Council	May 9, 2023
Municipal Authority	May 9, 2023
Bond Projects Advisory Committee	April 26, 2023
Environment, Health, and Sustainability Commission	May 24, 2023
City Council	June 7, 2023
Art Commission	June 7, 2023
Planning Commission	June 6, 2023

Agreements and Contracts

CivicPlus – Website	February 28, 2023
Sutphen – Fire Apparatus	February 15, 2023
ProAct Inc. Service Agreement	May 24, 2023
MicroComm	May 31, 2023

Bank Statements and Reconciliations

BOK	April 30, 2023
Global Payments	April 30, 2023
BOK Financial	January 31, 2023
Health Insurance Fund	May 31, 2023
Municipal Court	May 31, 2023
Sinking Fund	May 31, 2023
Flex Claims Fund	May 31, 2023
Utility Deposit Account	May 31, 2023
2023 GO Bond Fund	May 31, 2023
2022 GO Bond Fund	May 31, 2023
Pooled Cash	May 31, 2023
2021 GO Bond Fund	May 31, 2023
2020 GO Bond Fund	May 31, 2023
Bank of Oklahoma	May 31, 2023

Certificates of Deposit, T-Bills and Withdrawals

BancFirst T-Bill General Fund	April 13, 2023
BOK T-Bill Sinking Fund	April 13, 2023
BOK T-Bill 2021 GO Bond	April 13, 2023

Collateral – Letters of Credit – Certificates of Deposit

BancFirst Collateral Securities Pledged Release - \$2,000,000	May 22, 2023
MidFirst Irrevocable Letter of Credit	May 25, 2023
BancFirst Investment Portfolio Pledged Securities	May 31, 2023
FNB Pledging Report	May 31, 2023

General Obligation Bonds

Change Order No. 2 Amendment No. 1 SC-2101	May 9, 2023
Change Order No. 2 PC-2104	May 9, 2023
Pay Estimate #7 PC-2104	May 9, 2023
Pay Estimate #5 -Final SC-2101	May 9, 2023
Pay Estimate #5 PC-2103	May 9, 2023
Pay Application 19 Jenco Construction	May 9, 2023
Pay Application 18 Jenco Construction	May 9, 2023
PC-2201 Specifications, Proposal and Notice to Bidders	May 9, 2023

Minutes

Building Commission	March 21, 2023
City Council	April 6, 2023
City Council	April 21, 2023
Municipal Authority	April 11, 2023
City Council & Municipal Authority Joint Meeting	April 27, 2023
City Council	April 11, 2023
Board of Adjustment	March 15, 2023
Board of Adjustment	April 19, 2023
Environment, Health and Sustainability Commission	April 26, 2023
Environment, Health and Sustainability Commission	February 22, 2023

Miscellaneous

BOA-2023-06 Order – Variance Request	April 19, 2023
ACOG Designation form	April 11, 2023
Summons – Utility Billing Records	April 21, 2023
Oath of Office – Steve Goetzinger	May 9, 2023
BOA-2023-03 Order – Variance Request	February 15, 2023
Tree City 2022 Letters	February 28, 2023
Firehouse Sub Grant Agreement	May 1, 2023
Cathcart & Dooley Jordan Contractor Letter	December 1, 2022
Proposed Plan for Communications with The Village	December 9, 2016
BOA-2023-01 Order – Variance Request	March 15, 2023
Variance Request – DEQ Well #13	March 14, 2023

Sprint Lease Correspondence	August 14, 2023
Polco Survey Repost Results	July 25, 2022
Bankruptcy Notice – Staymobile Venture LLC	May 22, 2023

Ordinances

Ordinance 1230 – Wind Energy Systems	May 9, 2023
--------------------------------------	-------------

Payroll Records

American Fund – Group Investment Confirm List	May 2, 2023 – May 19, 2023
OkMRF Live-Run Activity Report	April 19, 2023
OkMRF Actuarial Study 2023-2024 Funding Rate	March 2023

Permits

Special Event Permit – Oklahoma City Memorial Marathon	February 14, 2023
Special Event Permit – Redbud	February 14, 2023
Special Permit – AT&T Mobility	August 12, 2009
DEQ Permit Application – Re-Drill Well #13	March 2023

Proofs of Publication/Public Hearing Notices

Journal Record - Notice of Public Hearing – BC-2023-14	May 5, 2023
Journal Record – Notice of Public Hearing – BOA-2023-09	May 2, 2023
Journal Record – Notice of Public Hearing – BC-2023-15	May 5, 2023
OKC Friday – Notice of Public Hearing – BOA-2023-09	May 12, 2023
OKC Friday – Notice of Public Hearing – BC-2023-14	May 12, 2023
OKC Friday – Notice of Public Hearing – BC-2023-15	May 12, 2023
Journal Record – Ordinance 1230 – Prohibiting Wind Energy	May 12, 2023
BOA-2023-09	May 2, 2023
BC-2023-14	May 2, 2023
BC-2023-15	May 2, 2023
BOA-2023-09	May 2, 2023
Oklahoma City PUD-1935	March 9, 2023
OKC Friday – Notice to Bidders – PC-2201	May 19, 2023
OKC Friday – Ordinance 1230 – Prohibiting Wind Energy	May 19, 2023
Journal Record – Notice to Bidders – PC2201	May 19, 2023
OKC Friday – Notice of Public Hearing – FY 2023-2024 Budget Summary	June 2, 2023
Oklahoma City SPUD-1538	June 22, 2023

Records Request

Partner Engineering and Science – Plaza Records	November 22, 2022
Scott Spradling – PUD-8 Records	April 18, 2023
Brian Ross – property violation inquiry	June 2, 2023

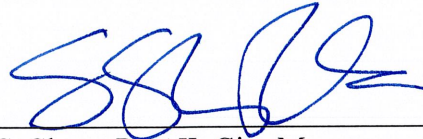
Resolutions

Resolution 1494 Surplus Property	May 9, 2023
Resolution 1493 Disposal and Destruction of Records	May 9, 2023

Resolution 1491 Art Commission Appointment April 21, 2023
Resolution 1490 Love Family Park May 6, 2023

Terminated Employee Personnel Files

Christina Brewer May 26, 2023



S. Shane Pate II, City Manager

6/8/23

Date

Attachment: Exhibit A (6567 : 7 Disposal & Destruction of original documents)

CERTIFICATE AND ORDER TO COUNTY CLERK AND COUNTY TREASURER

Nichols Hills Oklahoma, JUNE 13, 2023

To the County Clerk and County Treasurer of _____
Oklahoma County, Oklahoma.

We, the undersigned, presiding officer and Clerk of the Governing Board of (City, Town, Multi-County, Library, Board of Education, School District, (state which)

City of Nichols Hills of _____ Nichols Hills
("Public Body") in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid Public Body in accordance with the provisions of 68 Okl.St. Ann. § 2923, to _____
G.P. Hightower Address _____
6407 Avondale Drive, Nichols Hills, Oklahoma, Oklahoma as TREASURER of said Public Body for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

- (1) Date Elected or Re-elected Februray 20 17 ;
- (2) Date Appointed or Re-Appointed June 13, 2017 (Note 1);
- (3) Filed Surety Bond in sum of _____
two hundred fifty thousand Dollars (\$ 250,000.00)
with _____
Western Surety Company as Surety;
- (4) Bond Terms begins July 1, 2023, and Expires/Renews June 30, 2024 ;
- (5) Number of Bond 72040451 ;
- (6) Date Bond was approved by Governing Board June 13, 2017 (if applicable); and
- (7) Said new Bond is in custody and control of _____
City of Nichols Hills (Note 2), or was deposited with
_____ Amanda Copeland, City Clerk for safekeeping.

Approved on June 13, 2023 by _____
the Council of the City of Nichols Hills endorsement made.

Signed and Certified at _____
Nichols Hills, Oklahoma, this 13th day of

June, 2023 .

Presiding Officer

Official Title

**ATTESTING
OFFICER'S SEAL**

ATTEST:

Attesting Officer

Official Title

Note 1: Where Treasurer is appointed for an indefinite term, provide the original date of appointment. This form must be submitted annually even if Treasurer is appointed for an indefinite term, and must be submitted at any time a bond renews or the named Surety changes.

Note 2: Treasurer should not have custody of his own bond. If Financial Secretary of City serves both as Clerk and Treasurer, Mayor or other chief officer should have custody.

Note 3: See 11 Okl.St. Ann. § 8-105, requiring bond for Treasurer of a municipality; 70 Okl.St. Ann §§ 5-114 & 5-115 requiring bond for Treasurer of a Board of Education; and 65 Okl.St. Ann. § 4-105 requiring bond for Multi-County Library.

**CERTIFICATE AND
ORDER**

OF City of Nichols Hills
Name of Public Body
County of Oklahoma

State of Oklahoma, to the County Clerk and
County Treasurer

Qualifying _____

_____, Okla.,
as Treasurer of said Public Body.

Received and Filed this _____ day of
_____ 20 _____

County Clerk- County Treasurer

Deputy

Amount of Bond \$ 250,000.00

Date of Bond July 1 20 23

Bond Expires/Renews June 30 20 24

SURETIES

Print

Clear Form

RESOLUTION(No. 1496)

A RESOLUTION DECLARING CERTAIN SUPPLIES, MATERIALS AND EQUIPMENT OWNED BY THE CITY TO BE SURPLUS (“SURPLUS PROPERTY”); DIRECTING THE CITY MANAGER TO SELL SUCH SURPLUS PROPERTY AT PUBLIC AUCTION; AND DIRECTING THE CITY MANAGER TO DISPOSE OF ANY SUCH SURPLUS PROPERTY WHICH DOES NOT RECEIVE A SUCCESSFUL BID.

WHEREAS, Section 26 of the Nichols Hills City Charter, and Section 2-155 of the Nichols Hills City Code provide for the sale of surplus or obsolete supplies, materials and equipment; and

WHEREAS, the Council of the City of Nichols Hills, Oklahoma desires to declare surplus and direct the sale of supplies, materials and equipment owned by the City and identified in the attached Exhibits A & B (the “Surplus Property”), and to provide for the disposal of any such Surplus Property which does not receive a successful bid;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Nichols Hills, Oklahoma, hereby declare the Surplus Property to be surplus and direct the City Manager to sell the Surplus Property by competitive bidding at a public auction;

BE IT FURTHER RESOLVED, that Council of the City of Nichols Hills, Oklahoma hereby direct the City Manager to dispose of any of the Surplus Property which does not receive a successful bid.

ADOPTED by the Council and SIGNED by the Mayor of the City of Nichols Hills, Oklahoma, this 13th day of June, 2023.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney



CITY OF NICHOLS HILLS

Neil A. Gray
Information Systems Manager

TO: Shane Pate, City Manager
FROM: Neil Gray
SUBJECT: Declare Surplus Property
DATE: May 16, 2023

I would like to request that the following item be declared surplus property and sold at auction to the highest bidder or used as trade-in value on a replacement recorder.

Item: Eventide
Model: NexLog 740
Ser. No: 740001822

Neil A. Gray

Exhibit B

Memo

Date: 6/7/2023

To: Shane Pate, City Manager

From: Kevin Boydston, Fire Chief

RE: Surplus Items

The Fire Department is requesting permission to surplus the following items: These items will be listed on GovDeals.com.

- (2) Black metal reading lights
- (2) Central vacuum heads



Dan Bledsoe, CPA, CFE | Partner 

405-878-7320 

405-514-0500 

dbledsoe@finley-cook.com 

Finley-Cook.com 

Finley & Cook, PLLC
1421 East 45th Street
Shawnee, OK 74804 

April 26, 2023

City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of Nichols Hills (the "City") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule (Budgetary Basis)—General Fund

(Continued)

Audit Scope and Objectives, Continued

- 3) Schedule of Share of Net Pension Liability (Asset)—Police Pension
- 4) Schedule of City Contributions—Police Pension & Retirement System
- 5) Schedule of Share of Net Pension Liability—Firefighter’s System
- 6) Schedule of City Contributions—Firefighter’s Pension & Retirement System
- 7) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios—OkMRF
- 8) Schedule of Employer Contributions—OkMRF
- 9) Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors’ report on the financial statements:

- 1) Combining Balance Sheet—General Fund Accounts
- 2) Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance—General Fund Accounts
- 3) Combining Balance Sheet—Nonmajor Governmental Funds
- 4) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance—Nonmajor Governmental Funds
- 5) Budgetary Comparison Schedule—Nonmajor Governmental Funds
- 6) Budgetary Comparison Schedule—Major Governmental Funds
- 7) Combining Schedule of Net Position—NHMA Enterprise Fund Accounts
- 8) Combining Schedule of Revenues, Expenses, and Changes in Net Position—NHMA Enterprise Fund Account

Audit Scope and Objectives, Continued

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Introductory section for the Annual Comprehensive Financial Report (ACFR)
- 2) Statistical section for the ACFR
- 3) Other supplemental information for the ACFR

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

Auditors' Responsibilities for the Audit of the Financial Statements, Continued

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Auditors' Responsibilities for the Audit of the Financial Statements, Continued

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Recording of revenues and related receivables or unearned revenue in accordance with GAAP and in the proper period
- Recording of expenses and related payables or accrued liabilities in accordance with GAAP and in the proper period

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Responsibilities of Management for the Financial Statements, Continued

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

City Council
City of Nichols Hills
April 26, 2023
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Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Finley & Cook, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector (SAI) or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Finley & Cook, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of 5 years after the report release date or for any additional period requested by the SAI. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Dan Bledsoe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in October 2023 and to issue our reports no later than December 1, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

Government Auditing Standards suggest that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2022 review report accompanies this letter.

City Council
City of Nichols Hills
April 26, 2023
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Reporting

We will issue a written report upon completion of our audit of the City 's financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City of Nichols Hills. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City 's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

City Council
City of Nichols Hills
April 26, 2023
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We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

FINLEY & COOK, PLLC
CERTIFIED PUBLIC ACCOUNTANTS



Dan Bledsoe
Partner

Management Signature and Title

Date

Governance Signature and Title

Date

(ALG CL-1.3 (2/22))



Report on the Firm's System of Quality Control

September 29, 2022

To the Partners of
Finley & Cook, PLLC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Finley & Cook, PLLC (the firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of
Finley & Cook, PLLC
and the Peer Review Committee of the OSCP
Page 2

Opinion

In our opinion the system of quality control for the accounting and auditing practice Finley & Cook, PLLC in effect for the year ended March 31, 2022 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Finley & Cook, PLLC has received a peer review rating of pass.



HBC CPAs & Advisors
Oklahoma City, Oklahoma



April 28, 2023

Honorable Mayor, Members of the City Council, and Board of Trustees of the
Nichols Hills Municipal Authority
City of Nichols Hills
6407 Avondale DR
Nichols Hills, OK 73116-6403

To the Honorable Mayor, Members of the City Council, and Board of Trustees of the
Nichols Hills Municipal Authority:

Crawford & Associates, P.C. is pleased that the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority (collectively the "City") continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Nichols Hills management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Preparation of Sinking Fund Estimate of Needs for the fiscal year ending June 30, 2024
Preparation of Sinking Fund Financial Statements for the fiscal year ending June 30, 2023

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City as of and for the year ended June 30, 2023. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities

d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Services Related to the Preparation of Prescribed Form Financial Statements and Schedules

You have requested that we prepare the prescribed form financial statements and schedules of the City as of and for the years listed below, in accordance with the basis of accounting prescribed by the Office of the Oklahoma State Auditor and Inspector pursuant to 68 OS Section 3003.B and as promulgated by 68 OS Section 3009-3011. Such prescribed forms will include:

- a. Sinking Fund Estimate of Needs for the fiscal year ending June 30, 2024
- b. Sinking Fund Financial Statements for the fiscal year ending June 30, 2023

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the prescribed form financial statements and schedules listed above in accordance with the basis of accounting referenced above, based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Service Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the prescribed form financial statements and schedules.

The prescribed form financial statements and schedules will be presented in accordance with the requirements of Oklahoma statutes referenced above and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

The preparation engagement cannot be relied upon to identify or disclose any prescribed form financial statement or schedule misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management's Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the prescribed form financial statements and schedules in accordance with the basis of accounting referenced above. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your prescribed form financial statements and schedules in accordance with SSARs:

1. The selection of the basis of accounting referenced above as the financial reporting framework to be applied in the preparation of the financial statements and schedules;
2. The prevention and detection of fraud;
3. To ensure that the entity complies with the laws and regulations applicable to its activities;
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements and schedules
5. To provide us with:
 - a. Documentation, and other related information that is relevant to the preparation and presentation of the prescribed form financial statements and schedules,
 - b. Additional information that may be requested for the purpose of the preparation of the prescribed form financial statements and schedules, and
 - c. Unrestricted access to persons within the City of whom we determine necessary to communicate.

The prescribed form financial statements and schedules will not be accompanied by a report. However, you agree that the prescribed form financial statements and schedules will clearly indicate on each page that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Nichols Hills.

Respectfully submitted and agreed to by,

A handwritten signature in black ink, appearing to read "Frank Crawford", is written over a horizontal line.

Frank Crawford
Crawford and Associates, P.C.

Accepted by the Council of the City of Nichols Hills, Oklahoma and the Chairman and Trustees of the Nichols Hills Municipal Authority on this _____ day of _____, 2023.

CITY OF NICHOLS HILLS, OKLAHOMA
A Municipal Corporation

NICHOLS HILLS MUNICIPAL AUTHORITY

Mayor

Chairman

ATTEST:

City Clerk

APPROVED as to form this _____ day of _____, 2023.

City Attorney

Agreement for Cleaning Services: City of Nichols Hills Courthouse & Public Works

For the total price of **\$3,370.00**, per month, the City of Nichols Hills, Oklahoma (“City”) and Aspen Building Services (“Aspen”) hereby agree that Aspen will perform the work described in this agreement.

This cleaning service will be provided Monday through Friday of each week, excluding state and Federal Holidays, beginning July 1st, 2023, and continuing until either party desires to terminate this agreement or the end of this contractual year (June 30th, 2024), whichever occurs first.

The costs for the work performed under this agreement include all labor, equipment and supplies, but exclude toilet tissue, paper towels, can liners and hand soap. Aspen may pass on its supply costs for these excluded items to the City of Nichols Hills, Oklahoma in its monthly invoices billed to the City of Nichols Hills, Oklahoma.

The monthly costs for Aspen’s services under this agreement are broken down, as follows, per facility:

- *Courthouse: \$2,625.00/Month*
- *Public Works: \$745.00/Month*

Description of Work:

I. NIGHTLY CLEANING

A. Entry Areas, Common Areas, Offices and Break Rooms

1. When cleaning staff enter building, they are to lock doors behind them.
2. Empty all trash receptacles, replacing liners as needed.
3. Clean and polish all drinking fountains.
4. Dust desks and accessories being careful not to move items/papers.
5. Dust tops of all furniture including file cabinets, chairs, tables, computer monitors, etc.
6. Damp wipe and dry polish all glass furniture tops.
7. Clean and polish all entrance glass as well as all interior partition glass.
8. Wipe and disinfect counter tops and cabinet fronts.
9. Sweep, mop and disinfect all hard surface floors.

10. Vacuum all carpeted areas thoroughly.
11. Clean and disinfect sinks and faucets.
12. Clean counters, cabinet fronts and sinks in break rooms.
13. "Police" all outside entry areas and empty exterior trash receptacles.
14. Sweep stairwells, if applicable.
15. Dust and/or wipe down office equipment (i.e. copiers, fax machines).
16. Housekeeping staff are to turn off lights and secure building when leaving.

B. Restrooms

1. Restock and polish paper towel, toilet tissue and hand soap dispensers.
2. Clean and dry polish mirrors.
3. Empty trash receptacles and wipe if needed.
4. Clean and disinfect both sides of toilet seats.
5. Clean and disinfect toilets and urinals both inside bowls and outside fixtures.
6. Clean and polish bright work on fixtures.
7. Clean and disinfect all sink basins.
8. Clean and disinfect vanity tops.
9. Clean and polish faucet fixtures.
10. Clean and disinfect stall partitions and doors.
11. Dust tops of partitions.
12. Wet mop floors with a germicidal disinfectant.

II. WEEKLY CLEANING

Entry Areas, Common Areas, Offices and Break Rooms

1. Dust all vertical surfaces of desks, file cabinets, chairs, tables, pictures and other office furniture.
2. Spot-clean woodwork, doors and door jambs to remove finger prints and smudges.
3. Clean light-switch cover plates.
4. Clean seats of chairs.

III. MONTHLY CLEANING

Entry Areas, Common Areas, Offices and Break Rooms

1. Accomplish all high horizontal dusting not reached in the aforementioned cleaning specifications.
2. Dust return air and air supply vents.

IV. QUARTERLY CLEANING

Entry Areas, Common Areas, Offices and Break Rooms

1. Locker Rooms to be machine-scrubbed at Public Works.
2. Spot-clean carpet in common areas, as needed (separate charge).

V. SEMI-ANNUAL CLEANING

Entry Areas, Common Areas, Offices and Break Rooms

1. Vacuum all furniture.
2. VCT floor maintenance to be performed at Public Works

VI. ADDITIONAL INFORMATION

1. Insurance certificates will be provided before service commences.
2. Prior to performing any services exceeding \$250.00, not included within this scope of work (SOW), Aspen shall obtain approval from the City Manager.

This agreement is subject to annual approval by the Council of the City of Nichols Hills, Oklahoma.

In Witness hereof,

ASPEN SERVICES GROUP

By: 

Its: President

(Title)

Date: May 2nd, 2023

APPROVED and ACCEPTED by the Council of the City of Nichols Hills, Oklahoma, and signed by the Mayor this 1st day of July, 2023.

CITY OF NICHOLS HILLS, OKLAHOMA

Mayor

ATTEST: (Seal)

City Clerk

Reviewed as to Form and Legality:

City Attorney

AUTOMATIC MUTUAL AID AGREEMENT BETWEEN
THE CITY OF THE VILLAGE, OKLAHOMA AND THE CITY OF
NICHOLS HILLS, OKLAHOMA

This Automatic Mutual Aid Agreement (this "Agreement") is entered into as hereinafter set forth by and between the City of The Village, Oklahoma, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "The Village") and The City of Nichols Hills, Oklahoma, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Nichols Hills").

WHEREAS, 11 Okla. Stat. 29-105 authorizes this Agreement and each entity is securing the benefits of automatic mutual aid to protect the health, safety and welfare of all the residents of The Village and Nichols Hills from fire, and disaster.

WHEREAS, each entity wishes to pool their resources, manpower, and expertise in times of peril and danger.

NOW, THEREFORE, the parties agree to the following provisions:

Term

1. This Automatic Mutual Aid Agreement entered into by and between the City of Nichols Hills, Oklahoma and the City of The Village, Oklahoma shall be effective on the effective date as provided under the heading "Effective Date," and shall remain in full force and effect until June 30, 2024 or until terminated by either party as defined under the heading "Termination."
2. By established protocol fire fighting equipment and personnel of the Nichols Hills Fire Department will be dispatched to any location, as designated by the authorized representative of The Village Fire Department, within the area for which The Village Fire Department normally provides fire protection.
3. By established protocol fire fighting equipment and personnel of The Village Fire Department will be dispatched to any location, as designated by the authorized representative of the Nichols Hills Fire Department, within the area for which the Nichols Hills Fire Department normally provides fire protection.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for aid hereunder shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the assisting organization.
 - b. The assisting organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched, and shall be subject to the orders of that official under common Incident Command System (“ICS”) practices.
 - c. An assisting organization shall be released by the requesting organization when the services of the assisting organization are no longer required. When the assisting organization is needed within the area for which it normally provides fire protection, as determined by the authorized representative of the assisting organization, it may terminate assistance to the requesting organization unless termination would jeopardize the safety of fire-fighting personnel within a burning structure.
 - d. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
 - e. All equipment used by The Village Fire Department and Nichols Hills Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of The Village Fire Department and Nichols Hills Fire Department, respectively; and all personnel acting for The Village Fire Department and Nichols Hills Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of their respective Fire Department.
 - f. If it is the opinion of the assisting Fire Chief or his authorized representative that assistance is impossible due to fires or perilous conditions within his district, that relevant equipment is not in proper working condition, or that a condition exists within his district such that provision of assistance to the other department would cause a danger or hazard to the inhabitants of his district, response may be withheld, limited or delayed.

Termination

5. This Agreement may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the City Manager, the Mayor and the Chief of the Fire Department of the other party.

No Third Party Beneficiaries

6. It is not the intent of this Automatic Mutual Aid Agreement to create any rights in any third parties.

Authorized Representative

7. The Chief of the Fire Department of each entity shall be an authorized representative of said Department and may designate such subordinates in his Department as he determines necessary to act as authorized representative in his absence. Each Chief shall provide his counterpart with a list of authorized representatives and phone numbers for contract purposes.

Not Assignable

8. This Agreement is not assignable.

Execution

9. This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.

Effective Date

10. This Agreement shall be effective upon execution hereof by the last party thereto.

Amendment

11. This Agreement may not be amended except by express written agreement of all parties hereto.

Captions

12. The captions, titles, and headings contained herein are for convenience of reference only and shall not otherwise control the interpretation of any provision hereof.

Interpretation

13. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

Preservation of Defenses and Right

14. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. 151 et. seq., common law, statutes, or

constitutions of the United States or the State of Oklahoma by entering into this agreement.

Whole Agreement

15. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Accepted by the Council of the City of Nichols Hills, on this 13th day of June, 2023.

CITY OF NICHOLS HILLS, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk, City of Nichols Hills, Oklahoma

Accepted by the Council of the City of The Village, Oklahoma, on this ____ day of _____, 2023.

CITY OF THE VILLAGE, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk, City of The Village, Oklahoma

REVIEWED as to form and legality this 13th day of June, 2023.

City Attorney
City of Nichols Hills, Oklahoma

REVIEWED as to form and legality this ____ day of _____, 20____.

City Attorney
City of The Village, Oklahoma

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF NICHOLS HILLS

July 1, 2023 through June 30, 2024

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF NICHOLS HILLS, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Nichols Hills are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Nichols Hills in return for the City of Nichols Hills' Fire Department furnishing fire protection and rescue services for persons and property located within the unincorporated areas of Oklahoma County.

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

1. Term. This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the agreement is written, or written 30-day notification, the City of Nichols Hills shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Nichols Hills with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2002 Ford BP F-450	1FDXF47F52EB98011	SP 302-00015
Brush Guard	N/A	SP 302-00015
Signal Vista Siren w/Speakers	N/A	
Federal Signal Vista Light Bar	N/A	
Ramsey Winch	K21102041	SP 408-00013
Radio	N/A	SP 602-00554
Skid Unit (includes the following)		SP 649-00109
Hannay Hose Reel w/Hose	1389799	
Hannay Hose Reel w/Hose	1389795	
Plas-Mac 318 Gallon Tank	N/A	
Kenwood TK-2180-K2 Portable Radio	B4600818	N/A
Kenwood TK-2180-K2 Portable Radio	B4600819	N/A
Kenwood TK-2180-K2 Portable Radio	B4600820	N/A
Kenwood TK-2180-K2 Portable Radio	B4600821	N/A
Kenwood TK-2180-K2 Portable Radio	B4600832	N/A
Kenwood TK-2180-K2 Portable Radio	B4600833	N/A
Kenwood TK-7360H-V Mobile Radio	B3403184	N/A
Kenwood TK-7360H-V Mobile Radio	B3403183	N/A
Kenwood TK-7360H-V Mobile Radio	B3202866	N/A
Kenwood TK-7360H-V Mobile Radio	B3203893	N/A
Kenwood TK-7360H-V Mobile Radio	B3203894	N/A
Kenwood TK-7360H-V Mobile Radio	B3203895	N/A

3. Purpose. The City of Nichols Hills shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Nichols Hills, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Nichols Hills will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in

accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Nichols Hills assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Nichols Hills further agrees to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Nichols Hills agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. Workers' Compensation Liability. The City of Nichols Hills shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Nichols Hills shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

9. Injuries. The City of Nichols Hills shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Nichols Hills may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Nichols Hills.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

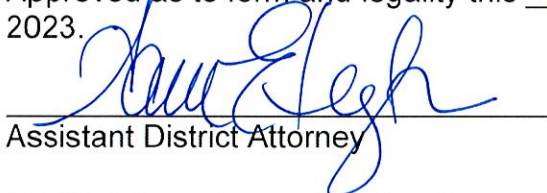
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2023.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 18th day of May, 2023.



Assistant District Attorney

THE CITY OF NICHOLS HILLS

APPROVED AND AGREED TO by the City of Nichols Hills this _____ day of _____, 2023.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2023.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Myles Davidson, Member

ATTEST:

Maressa Treat, County Clerk

City of Nichols Hills
Attn: Amanda Copeland
6407 Avondale Drive
Nichols Hills, OK 73116
Sent via Email

RE: Notice of Renewal for Employer's Section 125 Cafeteria Plan & Section 105 HRA Plan

It is our intent to renew your Section 125 Cafeteria Plan and Section 105 Health Reimbursement Arrangement (the "Plan") administrative services arrangement with Keystone Flex Administrators, L.L.C., as your third party administrator ("TPA"), for the upcoming fiscal Plan Year beginning July 1, 2023 (the "Renewal Date"). We will continue to provide the same recordkeeping and administrative services as we currently provide in connection with administration of the Plan for the upcoming fiscal Plan Year. Once you have had an opportunity to review this Agreement, please sign, date, and return the original signature page of the Agreement to Keystone Flex Administrators, L.L.C., at the email address provided. This Agreement will be effective as of the Renewal Date and continue in force unless otherwise terminated in accordance with the termination provisions as provided in the Administrative Services Agreement.

Administrative Service Fees. Administrative service fees for the upcoming Renewal will be as follows:

- FSA Monthly Administrative Fees: \$5.00/Participant/Mo.
(per Health FSA and/or DCAP account Participants) with a Minimum Monthly Administration Fee of \$125.00, due and payable by the end of the month billed
- Debit Cards Monthly Administration Fees: \$2.00/Participant/Mo.
(includes 2 Cards/Participant)
- Annual Renewal Fee (FSA): \$250.00
- HRA Monthly Administrative Fees: \$5.00/Participant/Mo.
with a Minimum Monthly Administration Fee of \$150.00, due and payable by the end of the month billed
- Annual Renewal Fee (HRA): \$250.00

NOTE: These Administrative Service Fees become a part of EXHIBIT "A" to the Administrative Services Agreement and are effective on the Renewal Date.

Non-discrimination Testing: Keystone will continue to provide educational information and general overview guidance in connection with the non-discrimination requirements for Section 125 Cafeteria Plans. The Employer will have the responsibility to perform all non-discrimination tests associated with the Plan, including the component plans and all final non-discrimination tests required based on the actual fiscal Plan Year enrollment data at the end of each fiscal Plan Year. Keystone Flex outsources this testing and can provide a quote for the cost of these tests, if desired.

The above is understood and agreed upon by both parties' signatures:

City of Nichols Hills

By: _____

Title: _____

Date: _____

Keystone Flex Administrators, L.L.C.

By: *[Signature]*

Title: *President/CEO*

Date: *5-3-23*

*****Please return a signed and dated copy of this renewal letter to**:***

Keystone Flex Administrators, L.L.C. via email to amills@keystoneflex.com. Should you have any questions, please contact our offices (405) 285-1144.

City of Nichols Hills

HRA Summary of Plan Parameters Effective July 1, 2023

I understand that becoming enrolled in this Plan, it will be solely my responsibility to submit claims for reimbursement from this employer sponsored HRA.

I further understand that no payment will be made to me under this Plan until I have first met:

\$350 of Deductible expenses per one covered individual, then, the second \$350 can be accumulative of multiple covered dependents deductibles compiled together to reach the second \$350 total.

Once this has been submitted to Keystone Flex, the Plan pays from \$351 up to \$1,000 maximum or \$650 per reimbursement based on In-Network deductible met with no more than **2 times per family**. (The above payout is made by Keystone Flex Administrators, LLC AFTER the In-Network deductible has been satisfied **on a per calendar year basis**)

****I will be responsible to submit my Explanation of Benefits (EOB) or a letter from the provider showing pre-payment was required to be paid for satisfaction of my In-Network deductible. One of these items are required to be sent to the Plan Claims Administrator (Keystone Flex Administrators, LLC) showing that I have met my Deductible OR have paid the provider for satisfaction of my deductible. Expenses that are not covered under this HRA are: Dental, Vision, Copays, and Over the Counter Expenses. This is a **DEDUCTIBLE ONLY** HRA.**

All reimbursements will be made by the following HRA Administration Company that we have hired on your behalf:

Keystone Flex Administrators, LLC

P.O. Box 5502

Edmond, OK 73083

Phone #405-285-1144/Toll Free Phone #1-866-680-8308

www.keystoneflex.com





Schindler Inspection

Date: May 03, 2023

Prepared For:

City Of Nichols Hills
6407 Avondale Dr
Nichols Hills, OK 73116



Date: May 03, 2023

Estimate Number: BSCZ-CCRMM6 (2023.2.1)

To:
City Of Nichols Hills
6407 Avondale Dr
Nichols Hills, OK 73116
Attn: Lindy Hough

Building Name:
Town Hall

From:
3168 S. 108th E. Ave suite 370
Tulsa, Ok. 74146
Phone: 918-627-1116
Fax: 918-627-1191

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Town Hall 6407 Avondale Dr Schindler	Nichols Hills, OK 73116 Gearless	Passenger Passenger	3F/0R	2100	150	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **CITY OF NICHOLS HILLS** ("you") agree as follows:

INSPECTION COVERAGE

We will:

- Periodically examine, lubricate, adjust, and as needed, recommend the repair or replacement of the Equipment
- Report to you any necessary repairs discovered by us in the performance of such inspections
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.



TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Your contract includes the above features as well as the following Core package:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.



The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial Here to add DigitalAlarm for \$25 per unit, per month in addition to the subscription price shown in the Price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM Monitoring for \$15 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)



- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

TERM

This Agreement commences on June 30, 2022, and continues until June 29, 2027, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$200.00 per month, payable annually in advance (\$2,400.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	\$200.00	
Semi-Annual in Advance	\$204.00	
Quarterly in Advance	\$208.00	
Monthly in Advance	\$212.00	

The pricing above includes a subscription price of \$10 per month for Schindler Ahead Connect on 1 unit, totaling \$10.00 per month, which will commence upon activation of Schindler Ahead services. If you would like to upgrade your Schindler Ahead tier, please indicate by checking below:

☐ Upgrade to the Enhanced Package - \$10 per unit, per month addition.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- ☐ Direct Debit (Attach copy of voided check)
- ☐ Credit Card (Complete "Other" section within included Customer Information Sheet)



PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Brandon Schutz

For: Schindler Elevator Corporation

Title: _____

Date: May 03, 2023

Accepted:

By: _____

For: City of Nichols Hills

Title: _____

Date: _____

Approved:

By: Brandon Schutz

Title: Branch Manager

Date: _____

Attachment: 7 Town Hall Nichols Hills Inspection- 2023 (6599 : 7 Schindler Inspection Agreement)



Schindler

CUSTOMER INFORMATION**Owner / Manager Information**

Legal Name of Company:		
Address:		
City:	State:	Zip:
Federal Tax ID #:	Tax Exempt? (if Yes, provide Certificate)	

Primary Contact Name:	Title:
Email:	Phone:

Bill To Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	Phone:

Other (if applicable)

Credit Card:	☐ VISA	☐ MC	☐ AMEX
Name:			
Number:			
Expiration:		Billing Zip:	
Signature:			



Schindler

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.


Schindler

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

GENERAL MUTUAL COOPERATION AGREEMENT

BETWEEN THE CITY OF NICHOLS HILLS & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective JULY 1, 2023, between the **CITY OF NICHOLS HILLS** a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

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

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on JULY 1, 2023 and continue through JUNE 30, 2024

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2023.

ATTEST:

City Clerk

By _____
Mayor

APPROVED as to form and legality this _____ day of _____, 2023

City Attorney

COUNTY

APPROVED by the County this _____ day of _____,

2023.

**BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA**By _____
Chairman**ATTEST:**By _____
Member_____
County ClerkBy _____
Member*APPROVED as to form and legality this 20 day of April, 2023.*

Assistant District Attorney

Northwest Lawn Maintenance, Inc.

P0 Box 7675 Edmond, OK 73083-7675

Phone: (405) 348-7646

E-mail: NWLAWN@SWBELL.NET

Lawn & Landscape Maintenance Contract

Northwest Lawn Maintenance, Inc. ("Northwest Lawn") agrees to provide all labor and materials to complete the lawn & landscape maintenance services listed below for the City of Nichols Hills, Oklahoma (the "City"), locations to include but not limited to City Property and Public Parks, City Hall, Fire Department, Public Works, Mayor's Park, G A Nichols Park, Woods Park Grand Canal, Grand Ball Field, 63rd Street Sign Lot and Love Park, in return for payment as agreed herein:

- 1) Weekly lawn maintenance consisting of mowing all areas, bagging all areas indicated, and edging, weed eating, and blowing areas. Trash removal and gutter clean up with every mowing. 39 services will be performed during the contract year (July 1st through June 30th). Mowing of all warm season turf will be performed 39 times, and overseeded parks will be mowed additionally as needed.
- 2) Weeding of flowerbeds and removing leaves and debris to be performed with every service. These services are included with the mowing costs above.
- 3) Leaf removal will be performed in conjunction with mowing during warm season maintenance only. Additional leaf removal services may be provided through the fall and winter to maintain a clean and kept appearance. Northwest Lawn will perform leaf removal on the following schedule:
 - A) Leaf removal shall be performed at the small park areas no less than three times per contract year. These services will remove all major leaf accumulations with the intention of beautifying these areas, as well as providing a clean appearance. Overseeded and existing rye/fescue parks will have leaf removal performed no less than 5 times yearly. Leaf removal at non-overseeded parks shall be performed in the mid-fall, early winter, and late winter/early spring. In the Grand Boulevard parks, leaves and debris will be removed in one cleanup, performed in the spring. Leaf removal in all parks is included in the price for mowing listed above.
- 4) Weed control and fertilization services will be provided at City Hall, the adjacent fire and police stations, Mayor's Park, G. A Nichols Park, Love Park, Woods Park Grand Canal, Grand Ball Field, and the Public Works facility as directed in the specifications provided by the City, this include fertilization of Woods Park Grand Canal. These services include 5 fertilizations with a balanced, approved fertilizer to turf areas only. Services also will include 3 applications each of pre-emergent and post emergent weed control, as well as spot applications of post emergent weed control to provide a weed free lawn.

5) Spring and fall planting to be performed as directed in the specifications provided by the City at City Hall, the adjacent fire and police stations, Public Works, G. A. Nichols Park, and Shamrock Park as follows:

City Hall/Fire Station

Spring:

22 flats annuals
4 bags manure
10 bags long fiber cedar mulch

Fall:

22 flats annuals
4 bags manure
10 bags long fiber cedar

G. A. Nichols Park

Spring:

40 flats annuals
2 bags manure
15 bags long fiber cedar mulch

Fall:

40 flats annuals
2 bags manure
15 bags long fiber cedar mulch
250 Mixed Tulip Bulb

Public Works

Spring:

25 flats annuals
5 bags manure
12 bags long fiber cedar mulch

Fall:

25 flats annuals
5 bags manure
12 bags long fiber cedar mulch

Mayors Park

Spring:

4 flats annuals
15 bags long fiber cedar mulch

Fall:

4 flats annuals
15 bags long fiber cedar mulch

6) Overseeding of lawn areas with fescue in the fall. This service includes applying amendments and seed at City Hall, the adjacent fire and police stations, Public Works, G. A. Nichols Park, and Shamrock Park. 2 services performed per year

7) Scalping lawn areas once in the early spring to remove all thatch, improve sunlight and air circulation to new turf. This service to include mowing all turf areas at a height of $\frac{3}{4}$ inch or lower, edging, weed eating, and blowing all concrete areas free of debris. All thatch will be hauled away upon completion of service at Shamrock Park. 2 services performed per year

8) Liquid Fertilization of Fescue turf areas 4 times per year to maintain healthy growth and appearance. Fertilizer mix to be appropriate for season and turf type under the guidelines set forth by the OSU soil extension at Shamrock Park. 4 services performed per year

9) Turf insect control for grubs will be performed two times a year Applications will be a granular chemical of a slow release nature at Shamrock Park. 2 services performed per year.

10) Liquid application of flight control to act as a goose deterrent at Shamrock Park (Includes area all around city hall). 3 services performed per year

11) Fescue turf disease control will be performed three times a year Applications will be a granular chemical of a slow release nature and will be performed in all ornamental beds on the property at Shamrock Park. 3 services performed per year

12) Bed and tree well service performed monthly basis. This service to include weeding all beds, pruning all shrubs and groundcovers will be pruned as needed throughout the growing season, to preserve form and growth habit cultivating soil or mulch to present a fresh appearance and removing all leaves and debris from beds. All trash will be picked up and removed from the property with every service at Shamrock Park.

12 services performed per year

13) Sprinkler system maintenance to include turning system off in winter and turning on in spring, as well as mid season checks to ensure proper coverage and watering times & minor repairs of 36 irrigation controllers at an average of 1 hour per controller

12 services per year at a total of \$20,100.00

Any major repairs like valve repair / replacement / pop up head / rotary head / line repairs will be billed extra

14) Trash can bag removal three times a week of all 44 trash cans cleanup to assure a clean, kept appearance of the property. All debris will be removed from the property upon completion of each service.

132 stops per week for a yearly total of \$44,096.00

15) Weekly dog waste station bag replacement work of 28 waste stations. All debris will be removed from the property upon completion of each service.

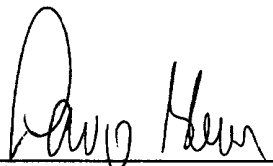
52 annual services for a total of \$5,824.00

The following is a list of equipment that can be used by Northwest Lawn to maintain the City's parks:

5 Ford CM tractors with 60" to 72" decks	4 Toro tractors with 61" decks
4 Toro Groundsmaster tractor with 144" deck	
10 Walker tractors with 48" decks and grass collection systems	
75 21" Toro walk behind mowers	40 Stihl edger's
40 Stihl string trimmers	40 Echo blowers

Total Cost for all Listed Services. \$207,090.00

Payment in the total amount of \$196,590.00 shall be made in 12 equal monthly payments of **\$17,257.50**, due upon receipt of monthly invoices detailing the work performed for each month. The aforementioned monthly payments shall include payment for all services described in this contract. This contract shall be in effect for a term of one year beginning on July 1, 2022 and ending on June 30, 2023. The City of Nichols Hills shall have the option to renew this contract for additional terms, not to exceed one fiscal year each, to be exercised by giving written notice of renewal to Northwest Lawn within seven (7) days after the expiration of a renewal term then in effect. Insurance certificates will be sent by Northwest Lawn to the City upon signing of this contract. Northwest Lawn represents to the City that Northwest Lawn carries a \$1,000,000.00 general/auto liability policy, as well as complete worker's compensation coverage on all of its employees. Northwest Lawn meets the insurance requirements set forth by the City.



David Glover

Northwest Lawn Maintenance, Inc.

Northwest Lawn Maintenance, Inc.
PO Box 7675
Edmond, OK 73013
(405) 728-7646

This breakdown is provided to show changes in the contract bid.
On a one year contract beginning July 1, 2022 and ending June 30th 2023 with the option to renew for a second and third one year contract term.

Contract Amount \$207,090.00

Divided into twelve equal payments \$17,257.50

Third Year
July 1, 2023– June 30, 2024

Accepted by the Council of the City of Nichols Hills, on this _____ day of _____, 20____.

CITY OF NICHOLS HILLS, OKLAHOMA
A Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED as to form this _____ day of _____, 20____.

City Attorney



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-568-0965 www.republicservices.com

7.m.a

May 12, 2020

City of Nichols Hills
Shane Pate
City Manager
Nichols Hills, OK 73116

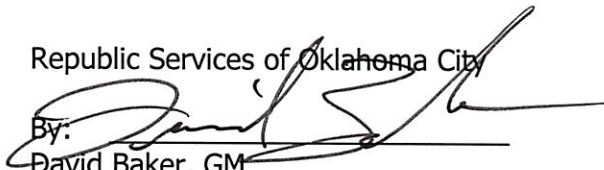
Dear Mr. Pate,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of Nichols Hills municipal solid waste needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste disposal services. We want to accommodate the City of Nichols Hills every need for now and in the future.

With this letter Allied Waste Services of Oklahoma City/Republic Services requests the renewal of the contract for disposal dated July 1, 2004. Effective July 1, 2023, the cubic rate per yard will be \$6.96 per cubic yard.

Sincerely,

Republic Services of Oklahoma City

By: 

David Baker, GM

Date: 5/17/2023

CITY OF NICHOLS HILLS

By: _____
Mayor of Nichols Hills

Date: _____

Attachment: Disposal Republic services (6580 : 7 Republic Services - Disposal agreement)



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-568-0965 www.republicservices.com

May 16, 2023

City of Nichols Hills
Shane Pate
City Manager
Nichols Hills, OK 73116

Dear Mr. Pate,

On behalf of Allied Waste/Republic Services, I would like to thank you for the opportunity of managing the City of Nichols Hills commercial solid waste needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste disposal services. We want to accommodate the City of Nichols Hills every need for now and in the future.

With this letter Allied Waste Services of Oklahoma City/Republic Services requests the renewal of the amended contract for collection of commercial dated July 1, 2020. The pricing is increasing 3.5% based on the CPI Water, Sewer and Trash Index. The index is 4.76% but the amended contract stipulates a max increase of 3.5%. Attached you will find the pricing for the renewal period for July 1st, 2023 – June 30th, 2024.

Sincerely,

Republic Services of Oklahoma City

By:


David Baker, General Manager

Date:

5/17/2023

CITY OF NICHOLS HILLS

By:

Mayor of Nichols Hills

Date:

CITY OF NICHOLS HILLS

EFFECTIVE JULY 1, 2023

COMMERCIAL RATES										
YARDS										
	2	3	4	6	8	10				
1 x per week	\$ 43.43	\$ 50.31	\$ 57.13	\$ 73.16	\$ 88.00	\$ 109.81				
2 x per week	\$ 77.72	\$ 91.44	\$ 105.16	\$ 134.89	\$ 160.04	\$ 219.64				
3 x per week	\$ 153.17	\$ 173.74	\$ 194.30	\$ 233.20	\$ 274.37	\$ 310.54				
4 x per week	\$ 237.76	\$ 265.18	\$ 290.35	\$ 342.94	\$ 395.55	\$ 433.38				
5 x per week	\$ 340.67	\$ 372.65	\$ 406.96	\$ 470.99	\$ 534.98	\$ 575.61				
6 x per week	\$ 435.59	\$ 498.42	\$ 537.27	\$ 656.17	\$ 736.21	\$ 764.24				
Extra Lift	\$ 38.70	\$ 40.62	\$ 42.58	\$ 46.42	\$ 50.32	\$ 58.04				

RECYCLE CONTAINERS

1 x per week	N/A	N/A	\$ 57.13	N/A	\$ 88.00	N/A
25yd Recycling Roll-Off Container						\$173.27 per haul

INDUSTRIAL RATES

35 yard Compactor					
Per Haul	\$ 373.25				
Per Wash Out	\$ 181.18				

*Rates do not include Flow Fees

Disposal Rate	
Disposal Rate is \$6.96 per cubic yard	

Agreement for Household Hazardous Waste Disposal

THIS AGREEMENT is made and entered into this 1st day of July, 2023, by and between the City of Nichols Hills, a local government (“Participant”) and the Midwest City Municipal Authority, a public trust (“Midwest City”).

WITNESSETH:

WHEREAS, the parties are entering into this Agreement to define the participation and expectations of each party, and to coordinate a program for the collection and management of household hazardous waste (“HHW”); and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of hazardous waste collection and disposal programs for MS4 permits; and

WHEREAS, it is extremely important to the environment to divert as much HHW as possible out of the normal solid waste stream and into a program designed to dispose of the HHW appropriately; and

WHEREAS, HHW is a waste that would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household; such HHW consisting of numerous products common to the average household such as pesticides, paints, polishes, cleaners and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinating activities under the terms of this Agreement; and

WHEREAS, each party has determined that a regional cooperative HHW education, collection and management program will provide increased convenience and participation, and possibly result in a lower cost per participant and cost savings to all parties;

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of this Agreement is to establish a regional HHW education, collection and management program to effect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.
2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2024 (the Term).

3. Participant and Midwest City shall have the right to terminate their participation under this Agreement at any time during the term of this Agreement for any reason including, but not limited to, their own convenience. If either party under this Agreement elects to withdraw or terminate its participation under this Agreement prior to the end of its term, the withdrawing party shall give the other party thirty (30) days prior written notice of the termination. Each party, prior to terminating or withdrawing from this Agreement, must meet all financial commitments and other obligations under this Agreement up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall have been satisfied.

4. This Agreement may be renewed each year upon mutual agreement of the parties. Requests for renewal shall be in the form of a letter from Participant and must be received by Midwest City in April. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that Participant will not be permitted to renew this Agreement if Participant is in arrears in payment of charges for services rendered pursuant to this Agreement.

5. Midwest City agrees to accept HHW from residents of Participant, with the understanding that Midwest City will maintain an accounting of the HHW amounts and the cost of their management. The residents will be required to provide proof of residency in Participant before Midwest City will accept any HHW from them, and they must comply with all ordinances and policies for the disposition of HHW established by Midwest City, as may be amended from time to time. Participant agrees that Midwest City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license or other government-issued photo identification.

6. Midwest City will bill Participant monthly, separately listing each collection occurrence, and Participant shall reimburse Midwest City in accordance with the terms of this Agreement. Participant hereby agrees to appropriate and encumber funding for this Agreement and the services to be provided, and to timely pay for services provided.

7. Billings are due thirty (30) calendar days after the date the bill is mailed. If payment is not received by the due date service to residents of Participant will be subject to termination seven (7) calendar days after the due date if payment is not received.

8. Midwest City shall assess a fee based on the weight delivered by participating residents. The fee structure per each resident per arrival or entry shall be determined by the following scale:

≤ 30 lbs.	\$35.00	> 200 and ≤ 300 lbs.	\$320.00
> 30 and ≤ 65 lbs.	\$70.00	> 300 and ≤ 400 lbs.	\$450.00
> 65 and ≤ 130 lbs.	\$125.00	> 400 lbs.	\$925.00
> 130 and ≤ 200 lbs.	\$210.00		

Note: Minimum charge per vehicle per arrival = \$35.00 *

Maximum charge per vehicle per arrival = \$925.00

*** There is no charge for antifreeze, batteries, or used oil.**

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Midwest City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial businesses or institutions will be accepted. No products from commercial vehicles will be accepted.

10. Both parties to this agreement shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. This Agreement shall be deemed effective and legally binding upon execution by both of the parties hereto.

12. This Agreement may be amended upon the mutual agreement of the parties.

13. All notices required to be given hereunder shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail) to the following addresses:

(a) To Midwest City:
City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

and

Storm Water Quality Manager
8726 SE 15th St.
Midwest City, Oklahoma 73110

(b) To Participant:

City of Nichols Hills
City Clerk
6407 Avondale Dr.
Nichols Hills, Oklahoma, 73116

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

14. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

15. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

16. The parties hereto agree that it is not their intent to create any rights in or benefits to any third parties, and that no third party beneficiaries shall be created nor shall be deemed to be created by this Agreement.

17. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved in a court of competent jurisdiction in Oklahoma County, Oklahoma.

18. This is the complete agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform to this document. No party or agent of any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by the parties hereto.

19. Time shall be deemed to be of the essence of this Agreement.

20. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice during which to cure any breach prior to the termination of this Agreement. Provided, however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

21. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and shall not affect the validity of the remaining provisions of this Agreement.

Approved and executed this _____ day of _____, 20____.

CITY OF NICHOLS HILLS, a local government

MAYOR'S NAME, Mayor

ATTEST: (Seal)

AMANDA COPELAND, City Clerk

REVIEWED for form and legality this _____ day of _____, 20____.

ATTORNEY'S NAME, City Attorney

Approved and executed by the Midwest City Municipal Authority, a public trust, this _____
day of _____, 20____.

**MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust**

TIM LYON, General Manager

ATTEST: (Seal)

SARA HANCOCK, Secretary

REVIEWED for form and legality this _____ day of _____, 20____.

DONALD MAISCH, City Attorney

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered this _____ day of July, 2023, by and between the City of Nichols Hills, Oklahoma, a municipal corporation, having offices at 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116, hereinafter called the "City", and Smith Roberts Baldischwiler, LLC., doing business at 100 N.E. 5th Street, Oklahoma City, Oklahoma, 73104, hereinafter called the "Engineer":

WITNESSETH:

WHEREAS, the City does not have an Engineering Department; and

WHEREAS, the City continually and periodically stands in the need of Engineering Advice and Engineering Services;

NOW, THEREFORE, the City hereby retains and employs the Engineer as its professional consultant and servant in the performance of those professional services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon for a period of time extending from July 1, 2023 to June 30, 2024, for the consideration hereinafter named and agreed as follows:

1.0 ***The Engineer's Services:***

- 1.1 The Engineer agrees to meet with the City wherever and whenever requested by the City. The Engineer further agrees to answer questions from City staff by telephone including performing engineering calculations necessary to answer such questions, make visits to the project site and represent the City with State and Federal Agencies.
- 1.2 The Engineer agrees to furnish qualified technical and professional personnel whenever and as requested by the City, including but not limited to engineers, planners, draftsmen, inspectors and surveyors.
- 1.3 The Engineer agrees to review plans and plats prepared by other engineering firms covering subdivision and City utilities which may become a part of the City system and to make recommendations, to the City in accordance with City Regulations and Ordinances, relative to approval, change or rejection of such submissions.
- 1.4 The Engineer agrees to provide incidental services including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, GIS, IT services, document archiving and other related services.
- 1.5 For major or minor projects intended to be let to contract by advertising and receiving of bids, the Engineer agrees to make whatever preliminary investigations may be necessary, when and as authorized by the City, and to prepare preliminary estimates and reports in sufficient detail for the City to make decisions relative to the extent of

the work to be done, methods of financing, etc. Included shall be necessary conferences, preparation of detail plans, specifications, working drawings; the drafting of forms of proposals and contracts; advice and assistance in advertising, receiving bids, and awarding of construction contracts; and general observation, coordination and inspection services during construction. The Engineer agrees to furnish as many sets of plans and specifications to the City as needed.

2.0 **Payment:** The City agrees to pay the Engineer for such services as follows:

- 2.1 Compensation for those services included under Paragraphs 1.1 will be on a monthly retainer in the amount of **\$2,500.00**.
- 2.2 Compensation for those services included under Paragraphs 1.2, 1.3 and 1.4 will be on an hourly bases according to the following:

The Engineer shall be compensated for Direct Non-Salary Expenses and Professional Services. The Engineer may request and the City shall reimburse the Engineer for Direct Non-Salary Expenses at actual invoice cost. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein, an amount equal to the actual payroll cost based on time card records for employees working on the project times a multiplier of 3.1 to cover overhead, indirect costs and profit.

- 2.3 Payment for those services covered in Paragraph 1.5 expressly authorized in writing by the City, shall be made in accordance with the Oklahoma Department of Environmental Quality recommended fee schedule contained in '**Attachment 1.1**', and/or '**Attachment 1.2**' SRB Hourly Rate Schedule. **The parties may agree in writing to a different payment amount in connection with specific projects, which written agreement shall be in the form of supplements or amendments to this Agreement.**

- 2.4 All the above listed methods of compensating the Engineer (Paragraphs 2.1 and 2.2) presume payment, monthly, upon completion of services performed. In the event some means of delayed or deferred compensation is required by the City, it shall be agreed upon and set forth in writing in the Letter of Authorization. The Engineer shall perform no work and the City shall not be obligated to pay for any services not specifically directed in writing by the Letter of Authorization from the City. Such Letter of Authorization shall contain the terms and conditions of the engagement to include, where appropriate:

- A. Basic Services of Engineer
 - (1) Study and Report Phase
 - (2) Preliminary Design Phase - Documents and Opinion of Costs
 - (3) Final Design Phase - Services Contract Documents and Opinion of Costs
 - (4) Bidding or Negotiating Phase
 - (5) Construction Phase
 - (6) Operational Phase

- B. Additional Services of Engineer
 - (1) As may be required, in writing, by the City.
- C. The City's responsibilities are to include commencement and completion dates on the terms and conditions of the engagement referenced above and other appropriate deadlines.

The Engineer agrees that the City shall be the sole judge of its budget and fiscal limitation and the exercise of such judgment by the City and its resultant effect on payment to the Engineer for services, or for any project, shall not be deemed a breach of this Agreement.

- D. It is understood and agreed that professional services performed by the Engineer in connection with General Obligation Bond Issue Projects of the City are covered by a separate Contract for Engineering Services between the City and the Engineer and that the Engineer shall be compensated for such services under the provisions of such Contract for Engineering Services and not under this Agreement.

- 3.0 **Engineer to Defend, Indemnify and Save Harmless.** The Engineer shall defend, indemnify and save harmless the City and the Municipal Authority from any and all claims and causes of action against said City and the Municipal Authority for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of the Engineer or agents or employees of same under the terms of this contract.

Before this contract shall become effective, the Engineer shall furnish the City with certificates showing complete and adequate workmen's compensation coverage, comprehensive public liability and property damage coverage and professional liability coverage for the protection of the City and the Municipal Authority from any liability or expense arising out of or as the result of the work, services or activities of the Engineer or his employees. Said insurance shall not be canceled except upon ten (10) days written notice to the City. The amount of such coverage shall not be less than the following:

- A. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000.00.
- B. Comprehensive General Liability Insurance with combined single limit of not less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 in the aggregate.
- C. Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000.00 per for each accident.
- D. Professional Liability (Errors and Omissions) Insurance with a minimum limit of not less than \$1,000,000.00.

- 4.0 **Ownership of Documents:** All documents, including original drawings, estimates, specifications, field notes, electronic data, word processing, and drawings shall become and remain the property of the City. The City's reuse of such documents on another or different

project or projects without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk, and without liability or legal exposure to the Engineer.

- 5.0 ***Successors and Assignments:*** The City and the Engineer each binds itself, its partners, successors, executors, administrators and assignees to the other party to this Agreement and to the partners, successors, executors, administrators and assignees of such other party in respect to all convenience of this Agreement. The Engineer may make no assignment for any purpose without advance written permission by the City.

- 5.1 Termination of Contract: Either party may terminate this Agreement with five (5) days written notice. Nothing in this Engineering Services Agreement shall operate to release the Engineer from liability for negligence or for failure to properly perform duties and responsibilities required by this Agreement or in any Letter of Authorization issued by the City pursuant thereto.

SMITH ROBERTS BALDISCHWILER, LLC.



 Managing Partner

ATTEST:



 Engineering Manager

Accepted by the Council of the City of Nichols Hills, Oklahoma and the Chairman and Trustees
 of the Nichols Hills Municipal Authority on this _____ day of _____, 20____.

CITY OF NICHOLS HILLS, OKLAHOMA
 A Municipal Corporation

NICHOLS HILLS MUNICIPAL AUTHORITY

 Mayor

 Chairman

ATTEST:

 City Clerk/Secretary

APPROVED as to form this _____ day of _____, 20____.

 City Attorney

Revised: 01/01/04

ATTACHMENT 1.1 - Agreement for Engineering Services Page 1

RECOMMENDED ALLOWABLE FEES FOR PROFESSIONAL ENGINEERING SERVICES
(AS A PERCENTAGE OF TOTAL ACTUAL CONSTRUCTION COST)

I. GENERAL

The engineering fees indicated below are the recommended allowable for funding agency financed projects in Oklahoma. These fees will be based upon the total actual construction cost only. Each system Owner is encouraged to negotiate the professional engineering fee in order to obtain the most equitable fee structure for each given project.

II. ENGINEERING FEES

The following table is the recommended allowable engineering fee for Funding Agency-financed projects. This fee includes preliminary engineering services in accordance with Funding Agency guides (Section B.1) and design and contract administration services (Section B.2) for the total engineering fee.

<u>Net Construction Cost of Entire Project</u>	<u>Percent Fee</u>
\$ 60,000	13.2
70,000	12.6
80,000	12.3
90,000	12.0
100,000	11.9
200,000	10.5
300,000	9.7
400,000	8.9
500,000	8.5
600,000	8.2
700,000	8.0
800,000	7.8
900,000	7.7
1,000,000	7.5
2,000,000	6.7
3,000,000	6.4
4,000,000	6.3
5,000,000	6.2
10,000,000	6.0

Oklahoma State Statute requires that a licensed engineer must design any facility that affects public health or safety. The Funding Agency requires that the licensed engineering firm make necessary inspections during the construction phase of the facility to see that it is constructed according to the approved plans and specifications. These fees are established for professional services.

Revised: 01/01/04

ATTACHMENT 1.1 - Agreement For Engineering Services Page 2

III. RESIDENT INSPECTION FEE

<u>Net Construction Cost</u>	<u>Percent Fee</u>
\$100,000 or less	5.0 (or negotiated lump sum)
200,000	4.2
300,000	3.8
400,000	3.5
500,000	3.2
600,000	3.0
700,000	2.8
800,000	2.65
900,000	2.5
1,000,000	2.4
2,000,000	2.3
3,000,000	2.2
4,000,000	2.1
5,000,000	2.0
10,000,000	1.9

The fee for full-time resident inspection to be paid under this contract will be a percent of the cost of construction, as determined above unless one of the following is checked:

- () 1. The fee for part-time resident inspection to be paid under the contract will be percent (_____.____%) of the total cost of construction. The percentage used for this method of inspection will be less than that shown above.
- () 2. The fee for (full-time) (part-time) resident inspection to be paid under this contract will be a lump sum to be dispersed during construction on a periodic basis on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the contractor(s). Precisely, the fee will be \$_____.
- () 3. The fee for (full-time) (part-time) resident inspection to be paid under this contract will be at the rate of \$_____ per day which includes all travel and incidental expenses.

It is anticipated that on some jobs, such as where a storage tank is constructed, there may be little resident inspection needed. On projects involving pipeline installation, full-time resident inspection will be required.

The cost and type of resident inspection needed must be discussed by the applicant and consulting engineer and the fee established prior to the start of construction.

The engineer is not relieved of providing general engineering inspections by a qualified engineer when he is providing the full-time resident inspection.

EXHIBIT B-1
SRB RATE SCHEDULE 2022-2023

Personnel Classification	Approved Hourly Rate
Principal In Charge	\$295
Engineering Manager	\$230
Sr. Project Manager	\$220
Project Manager	\$195
SR. Engineer	\$165
Staff Engineer	\$130
Urban & Regional Planner	\$130
Engineer-Intern	\$110
Design Technician	\$150
SR. CAD Technician	\$120
CAD Technician II	\$95
CAD Technician I	\$70
Drone Operator	120
GIS Technician	\$120
Utilities Coordinator	\$145
Professional Land Surveyor	\$185
Field Survey Crew	\$180
Construction Administrator	\$145
Construction Inspector	\$102
SR. Inspector	\$135
ROW-Legal	\$190
ROW Specialist	\$110
Office Manager	\$95
Office Clerical	\$65

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year.
Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for
this region.



SMITBAL01C

7.p.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2023

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

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

PRODUCER License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118		CONTACT NAME: Michelle Schurig PHONE (A/C, No, Ext): (405) 556-2217 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Michelle.Schurig@INSURICA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Continental Insurance Company	
		INSURER C: National Fire Insurance Co. of Hartford	
		INSURER D: Hamilton Insurance DAC	
		INSURER E:	
		INSURER F:	

INSURED

 Smith-Roberts Baldischwiler LLC
 100 NE 5th Street
 Oklahoma City, OK 73104

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6079846635	12/18/2022	12/18/2023	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 15,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMPIOP AGG \$ 2,000,00 EMPLOYEE BENEFIT \$ 2,000,00
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	6079846649	12/18/2022	12/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6079846618	12/18/2022	12/18/2023	EACH OCCURRENCE \$ 10,000,00 AGGREGATE \$ 10,000,00 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC679846621	12/18/2022	12/18/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
D	Professional Liab			EOHS214383	1/1/2023	1/1/2024	Per Occurrence 2,000,00
D	Professional Liab			EOHS214383	1/1/2023	1/1/2024	Aggregate Limit 2,000,00

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

Certificate Holder is added as an Additional Insured with respect to General Liability and Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Certificate Holder is added for Waiver of Subrogation with respects to the General Liability, Automobile Liability and Workers Compensation if required or agreed to in a written contract subject to all provisions and limitations of the policy. These policies are primary and non-contributory if required or agreed to in a written contract subject to all provisions and limitations of the policy. The issuing insurer will endeavor to mail 30 Day Written Notice of Cancellation except 10 Days for Non-Payment of Premium to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER

CANCELLATION

City of Nichols Hills
 6407 Avondale Drive
 Nichols Hills, OK 73116

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

AUTHORIZED REPRESENTATIVE

Alan T. J.

CONTRACT FOR CITY ATTORNEY AND LAW DEPARTMENT SERVICES AND RATIFICATION OF APPOINTMENT OF CITY ATTORNEY AND CITY PROSECUTOR

This Contract for City Attorney and Law Department Services and Ratification of Appointment of City Attorney and City Prosecutor (“Agreement”) effective July 1, 2023 is entered into by and between John Michael Williams and Williams, Box, Forshee & Bullard, P.C., both having an address of 522 Colcord Drive, Oklahoma City, Oklahoma 73102 (collectively “Attorneys”); and, the City of Nichols Hills, Oklahoma, a municipal corporation (“City”), and the Nichols Hills Municipal Authority, a public trust (“Authority”), both having an address of 6407 Avondale Drive, Nichols Hills, Oklahoma 73116 (collectively, “Nichols Hills”)

WITNESSETH:

WHEREAS, Article III, Section of 23 of the City Charter of City states “There shall be a city attorney, who shall be an officer of the city appointed by the council for an indefinite term, and who shall be head of the department of law. He shall have such powers, duties and functions as may be prescribed by the charter, by applicable law or by ordinance.”

WHEREAS, John Michael Williams has heretofore been appointed as the City Attorney of City, and as such is Head of the Law Department of City and is authorized to represent and provide legal services to the Nichols Hills, and in furtherance thereof, is authorized to and shall engage necessary assistants, support personnel, lawyers and law firms, including a City Prosecutor, and is Counsel to Nichols Hills and its related entities (collectively “City Attorney and Law Department Services”), which is approved and ratified by this Agreement.

WHEREAS, among other things, this Agreement provides for the terms of engagement and compensation for City Attorney and Law Department Services.

NOW, THEREFORE, the City, the Authority, John Michael Williams and Attorneys agree to all contained herein, including the foregoing:

I. CITY ATTORNEY AND LAW DEPARTMENT SERVICES

John Michael Williams and Williams, Box, Forshee & Bullard, P.C., of which John Michael Williams is a member, are engaged and shall provide City Attorney and Law Department Services to Nichols Hills and its related entities, the City Manager of City, the Mayor and Council of City and any member thereof, the General Manager of the Authority, the Authority and any trustee thereof pursuant to this Agreement. To the extent provided for by other agreements between any of the parties hereto, legal services associated with issuance of general obligation bonds and other governmental debt obligations shall be in accordance with the terms of such other agreements.

II. FEES AND EXPENSES

Fees for City Attorney and Law Department Services. Nichols Hills shall compensate Attorneys, including John Michael Williams for City Attorney and Law Department Services provided pursuant to this Agreement at maximum hourly rates not to exceed \$295.00 per hour for

lawyers and \$110.00 per hour for legal assistants and law clerks, with billing statements to be paid by Nichols Hills on a monthly basis and to be rendered by Attorneys in accordance with then current billing policies of Attorneys.

Expenses. In addition to the foregoing, Attorneys will be paid by Nichols Hill for reasonable expenses incurred by Attorneys in performing City Attorney and Law Department Services, including the costs of the City Prosecutor, outside lawyers and law firms, communication costs, binding and reproduction costs, long distance telephone, computer legal research and database research fees, courier and shipping costs, out of metropolitan area travel, lodging and meal costs, postage, filing fees, court costs, service of process, the cost of exhibits, expert witnesses, consultants, real estate and other title services, court reporting fees, publication and other fees, and other similar items; provided however, any single item of expense in excess of \$5,000 shall be approved by the City Manager of City, the City or the Authority.

III. CITY PROSECUTOR

R. Pope Van Cleef, Jr. has heretofore served, and continues to serve, as City Prosecutor of City pursuant to appointment and as authorized by John Michael Williams as City Attorney, which is ratified hereby.

IV. GENERAL PROVISIONS

1. Attorneys are independent contractors and not employees of Nichols Hills.

2. This Agreement may be terminated upon sixty (60) days' written notice by either Nichols Hills, John Michael Williams or Attorneys, provided that Attorneys shall be compensated for professional services and expenses provided by Attorneys to the date of termination.

IN WITNESS WHEREOF, the parties hereto agree to all contained herein and have hereunto set their hands to this Agreement the 13th day of June, 2023.

CITY OF NICHOLS HILLS, OKLAHOMA,
a municipal corporation

Mayor

ATTEST:

City Clerk

NICHOLS HILLS MUNICIPAL AUTHORITY,
a public trust

Chairman

ATTEST:

Secretary

JOHN MICHAEL WILLIAMS, City Attorney

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By _____
John Michael Williams
Its President

At a regular meeting of the City Council of the City of Nichols Hills, Oklahoma held on the 13th day of June, 2023, the foregoing Agreement was approved by the City.

City Clerk

(SEAL)

At a regular meeting of the Nichols Hills Municipal Authority held on the 13th day of June, 2023, the foregoing Agreement was approved by the Authority.

Secretary

(SEAL)



CITY OF NICHOLS HILLS

Neil A. Gray
Information Systems Manager

TO: Shane Pate, City Manager
FROM: Neil Gray
SUBJECT: Purchase of Computer License and Computer Maintenance
DATE: June 2, 2023

This year, we are doing something different in how we purchase computer licensing and some of the maintenance service policies on some of our computer equipment. We used to purchase several of these items individually from different vendors at different times of the year. We have made arrangements through one of our vendors to combine some of these purchases together and to combine services so they expire at the same time. The service and licensing policies are cheaper from this vendor by about \$1,000 and by combining these into a Combined group it will make them easier to track.

In combining the service and licensing programs, the total cost will exceed the amount allowed in the ordinance for City Manager approval. Thus we recommend these expenses to the City Council for their approval so the City can save money and make tracking of these items easier. The total cost of the licensing and maintenance would be the same if they were individually purchased and not grouped together. In this case, the total cost will not exceed \$56,515.00 and will be paid out of the Information System's already approved general maintenance budget.



davenportgroup

City of Nichols Hills, OK

Support Renewal - VxRail, vSphere,
Networking and DG Care

DG000000264022023

your **davenport group** representative

Ben Gremillion

account executive

bgremillion@davenportgroup.com

cell: 405-201-8050

corporate: 877-231-9114

Davenport Group - Confidential and Proprietary

Quote



Prepared For

City of Nichols Hills, OK
6407 Avondale Drive
Nichols Hills, OK 73116

Quote Number DG00000264022023

Quote Date 06/01/2023

Quote Expiration 07/14/2023

Neil Gray

ngray@nicholshills.net

Contract Code

Master Agreement No. MNWNC-108 for NASPO
ValuePoint Cooperative Purchasing Program,
Participating Addendum with State of Oklahoma –
State Contract #SW1020D

Qty	Description	Unit Price	Ex. Price
1	Support Renewal - VxRail Nodes - City Hall - DE300202615275, DE300202615276, DE300202615277, DE300202615278 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/18/2023-7/31/2024)	\$19,101.00	\$19,101.00
1	Support Renewal - VxRail Nodes - Public Works - DE300202616022, DE300202616023, DE300202616050, DE300202616051 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/18/2023-7/31/2024)	\$19,101.00	\$19,101.00
1	Support Renewal - PowerSwitch S5212 - 2NVPY03 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/20/2023-7/31/2024)	\$3,256.00	\$3,256.00
1	Support Renewal - PowerSwitch S5212 - BY4QY03 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/20/2023-7/31/2024)	\$3,256.00	\$3,256.00
1	Support Renewal - PowerSwitch S5212 - 1NVPY03 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/20/2023-7/31/2024)	\$2,974.00	\$2,974.00
1	Support Renewal - PowerSwitch S5212 - 305QY03 - ProSupport Plus 4Hr Mission Critical - 1 Year (6/20/2023-7/31/2024)	\$2,974.00	\$2,974.00
10	Production Support/Subscription for VMware vSphere Standard - 1 Year (8/21/2023-8/20/2024)	\$408.00	\$4,080.00
1	Production Support/Subscription for VMware vCenter Standard - 1 Year (8/21/2023-8/20/2024)	\$1,773.00	\$1,773.00

Attachment: Davenport (6640 : 7 Computer Licence and maintenance agreement)

RESOLUTION(No. 1498)

A RESOLUTION RENEWING, ADOPTING AND APPROVING THE EMS INTERLOCAL COOPERATION AGREEMENT FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

WHEREAS, on December 9, 2003, the Council of the City of Nichols Hills, Oklahoma approved and adopted the “EMS Interlocal Cooperation Agreement” dated March 23, 1990 and initially executed by the City of Tulsa and the City of Oklahoma City, as subsequently amended (the “EMS Agreement”);

WHEREAS, the Council of the City of Nichols Hills deems it in the best interests of the City to renew such agreement for the fiscal year beginning July 1, 2023 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Nichols Hills that the “EMS Interlocal Cooperation Agreement” dated March 23, 1990 and initially executed by the City of Tulsa and the City of Oklahoma City, as subsequently amended, and as adopted and approved by the Council of the City of Nichols Hills on December 9, 2003, is hereby renewed, adopted and approved for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

ADOPTED by the Council and SIGNED by the Mayor of the City of Nichols Hills, Oklahoma, this 13th day of June, 2023.

Mayor

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney



April 28, 2023

Ms. Amanda Copeland
Finance Director, City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Dear Ms. Copeland:

Nichols Hills' EMSA subsidy for the upcoming fiscal year ending June 30, 2024 will be \$30,686. This is a 19% decrease over the revised 2023 subsidy and just a 3% increase over 2022 subsidy.

EMSA's budget will be presented for approval at the May 24th board meeting.

If you have any questions about EMSA financial matters, please do not hesitate to call me at 918-596-3153 or email me at congerl@emsa.net.

Sincerely,

Lora Conger, CFO

Attachment: Nichols Hills Subsidy Letter 2024 (6642 : 7 EMSA - Interlocal Agreement 2023-2024)

BUDGET SUPPLEMENT FORM**Fund:** General Fund**Amendment #:** 2**Fiscal Year:** 2022-2023

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01-02-80100	Admin - Salary			72,000.00	
01-02-80800	Admin - OMRF Pension			5,000.00	
01-02-84300	Admin - Training & Membership			2,000.00	
01-02-84700	Admin - Telephone			3,000.00	
01-04-87100	Legal Services			95,000.00	
01-07-80200	Fire - Overtime			20,000.00	
01-08-86075	Engineering Fees			190,000.00	
01-09-80100	Street - Salary			20,000.00	
01-09-80800	Street - OMRF			2,000.00	
01-09-84100	Street - Vehicle Maintenance			12,000.00	
01-09-85500	Street Lighting			11,000.00	
01-10-84100	Sanitation - Vehicle Maintenance			35,000.00	
01-14-84400	Code - Software Agreement			20,000.00	
01-15-84850	Risk - Wellness Program			25,000.00	
01-16-84600	ISM - Lease/Rental			10,000.00	
01-00-73900	FEMA Reimbursement	150,000.00			
01-00-70250	Sales Tax	242,000.00			
01-00-70350	Use Tax	130,000.00			
	TOTALS	<u>522,000.00</u>	<u>0</u>	<u>522,000.00</u>	<u>-</u>

EXPLANATION:

June 13, 2023
 Date Mayor

June 13, 2023
 Date City Clerk/Finance Director

BUDGET SUPPLEMENT FORM**Fund:** Sinking Fund**Amendment #:**

1

Fiscal Year: 2023-2024

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
08-13-85400	Bank Charges			250.00	
08-13-91000	Principle Payments			25,000.00	
08-00-51030	Fund Balance		25,250.00		
TOTALS		<u>-</u>	<u>25,250.00</u>	<u>25,250.00</u>	<u>-</u>

EXPLANATION:

June 13, 2023
Date Mayor

June 13, 2023
Date City Clerk/Finance Director

BUDGET SUPPLEMENT FORM

Fund: Nichols Hills Municipal Authority
Amendment #: 2
Fiscal Year: 2023-2024

<u>Account #</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06-12-84100	Vehicle Maintenance			20,000.00	
06-12-84800	Utilities			80,000.00	
06-00-75300	Water Revenue	100,000.00			
TOTALS		<u>100,000.00</u>	<u>0</u>	<u>100,000.00</u>	<u>-</u>

EXPLANATION:

June 13, 2023
 Date Chairman

June 13, 2023
 Date City Clerk/Finance Director

RESOLUTION NO. 1497

CITY OF NICHOLS HILLS, OKLAHOMA

A RESOLUTION APPROVING AND ADOPTING THE CITY OF NICHOLS HILLS, OKLAHOMA, AND NICHOLS HILLS MUNICIPAL AUTHORITY BUDGETS FOR FISCAL YEAR 2023-2024; AND DECLARING AN EMERGENCY.

WHEREAS, The City of Nichols Hills, Oklahoma has heretofore selected the Oklahoma Municipal Budget Act (the “Act”) to govern its budget procedures; and

WHEREAS, the City Manager has heretofore prepared and submitted budgets for the fiscal year 2023-2024 and the City Council of the City of Nichols Hills, Oklahoma and the Trustees of the Nichols Hills Municipal Authority have held and conducted a public hearing on such proposed budgets in compliance with Title 11, Section 17-208 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Nichols Hills, Oklahoma, and the Trustees of the Nichols Hills Municipal Authority;’

Section 1. The attached budgets are hereby approved and adopted as the budgets for the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority for the fiscal year 2023-2024. Pursuant to the provisions of 11 O.S. Section 17-206.D, the 2020, 2021, 2022, and 2023 General Obligation Bond Issue Project Funds are considered non-fiscal and any open encumbrances and remaining unexpended appropriations of these funds at June 30, 2023 shall be re-encumbered and re-appropriated for the fiscal year ending June 30, 2024 for the same purposes as originally appropriated.

Section 2. The City Clerk is hereby authorized and directed to transmit the adopted budgets to the State Auditor and Inspector and to file a copy of the sinking fund requirements of the City of Nichols Hills, Oklahoma with the excise board of Oklahoma County. A copy of said budgets shall be kept on file in the office of the City Clerk.

Section 3. It being immediately necessary for the preservation of the peace, health, welfare, and safety of the City of Nichols Hills, Oklahoma, and the inhabitants thereof that the provisions of this resolution be put into full force and effect, an emergency is hereby declared to exist by reason whereof this resolution shall take effect and be in full force from and after its passage.

PASSED AND APPROVED by the Council of the City of Nichols Hills, Oklahoma, and the Chairman and Trustees of the Nichols Hills Municipal Authority this 13th day of June, 2023.

ATTEST:

City Clerk

MAYOR, CITY OF NICHOLS HILLS
AND
CHAIRMAN OF THE NICHOLS HILLS
MUNICIPAL AUTHORITY

Reviewed as to Form and Legality:

City Attorney

CITY OF NICHOLS HILLS
BUDGET SUMMARY FOR
FY 2023-2024

	GENERAL FUND	MUNICIPAL AUTHORITY	CIP Funds	ST. & ALLEY FUND	DESIGNATED ACCTS. FUND	911 FUND	SINKING FUND	POLICE IMPOUND FUND	WATER IMPACT FEE	SEWER IMPACT FEE	DRAINAGE FEE FUND	PARKS FUND	INTERNAL SERVICE FUND	TOTAL ALL FUNDS
Proposed Revenues:														
Sales Tax	5,388,588													5,388,588
Use Tax Revenue	1,010,508													1,010,508
Tobacco Tax Revenue	36,903													36,903
Franchise Tax	390,089													390,089
Building Permits	97,917													97,917
Plumbing Permits	31,967													31,967
Electrical Permits	26,162													26,162
Roof Permits	1,526													1,526
Drive & Tree Permits	8,594													8,594
Food Vendors Permits	90													90
Garage Sale Permits	532													532
Plumbing Licenses	23,845													23,845
Electrical Licenses	12,540													12,540
General & Sub-Contractor Registration	20,805													20,805
Inspections	32,167													32,167
Alcohol Licenses	15,979													15,979
Dog Licenses	342													342
Alcohol Tax	9,908													9,908
Grant Revenue	-		266,121											266,121
Garbage	895,705													895,705
Garbage - Commercial	121,812													121,812
Solid Waste Fee	5,013													5,013
Ambulance Fees	58,336													58,336

Life and Safety	1,053												1,053	
Police Fines	115,587												115,587	
Interest Income	107,154	65,133	7,713		2,298	10,000	1,116	4,757	3,166	5,947	5,000	8,000	220,285	
Leases	286,485												286,485	
Misc. Income	135,369	2,776		2,460							-	30,000	170,605	
Leasehold Transfer	2,534,255												2,534,255	
Water		3,529,874											3,529,874	
Sewer		330,116											330,116	
OKC Sewer		1,055,208											1,055,208	
Water Taps		33,596											33,596	
MXU Installation		320											320	
Past Due Penalty		19,270											19,270	
Gasoline Tax			6,534										6,534	
Motor Vehicle License			25,483										25,483	
911 Revenue					8,000								8,000	
Ad Valorem Taxes & Interest Earnings						5,991,138							5,991,138	
Police Impound Fund							4,687						4,687	
Impact Fees								8,835	10,499				19,334	
Drainage Fee										62,168			62,168	
Insurance Premiums & Reimbursements												1,082,413	1,082,413	
Transfers			2,640,041										2,640,041	
Carryover Fund Balance	2,000,000		4,852,157	235,000	50,518	68,300		33,100	137,000	92,000	200,000	300,000	7,968,075	
Total Available for Appropriation	13,369,231	5,036,292	7,758,319	274,731	52,978	78,598	6,001,138	38,903	150,592	105,666	268,115	305,000	1,120,413	34,559,975

Proposed Expenditures:														
City Council	785													785
Administration	960,942		94,722											1,055,664
Treasurer/Accountant	1,307													1,307
City Attorney	200,000													200,000
Court	129,803													129,803
Police	3,215,868		821,063		48,563									4,085,493
Fire	2,372,875		881,140		2,185									3,256,200
Engineering	90,000													90,000
Street	479,557		171,122											650,679
Sanitation	1,095,249		1,026,129											2,121,378
Parks	2,277,324		2,106,717									305,000		4,689,041
Public Works Administration	277,549		102,203		2,230									381,982
General Government	1,011,669				-									1,011,669
Code Division	449,333		230,359											679,692
Risk Management	221,871		77,653											299,524
Information Systems	585,100		299,154											884,254
Municipal Authority		5,036,291	1,948,058											6,984,350
Street & Alley				274,731										274,731
911 Fund						78,598								78,598
Police Impound Fund								38,903						38,903
Water Impact Fund									150,592					150,592
Sewer Impact Fund										105,666				105,666
Drainage Fee Fund											268,115			268,115
Health Insurance Fund													1,120,413	1,120,413
Bond Payments - Principal, Interest etc							6,001,138							6,001,138
Total Expenditures	13,369,232	5,036,291	7,758,319	274,731	52,978	78,598	6,001,138	38,903	150,592	105,666	268,115	305,000	1,120,413	34,559,975

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2023-2024 PROPOSED BUDGET

	Actual Expenditure FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed Budget Minus Current Budget
NICHOLS HILLS					
MUNICIPAL AUTHORITY					
PERSONNEL SERVICES	752,661	845,736	843,641	954,755	109,014
MATERIALS & SUPPLIES	60,569	52,100	63,459	57,100	5,000
OTHER SERVICES & CHARGES	3,397,521	3,606,918	3,786,206	3,937,600	330,682
TRANSFER TO CIP	521,836	76,836	76,836	86,836	10,000
TOTAL	4,732,587	4,581,590	4,770,142	5,036,291	454,700
CITY COUNCIL					
PERSONNEL SERVICES	782	785	784	785	
TOTAL	782	785	784	785	
CITY ADMINISTRATION					
PERSONNEL SERVICES	591,982	658,658	722,651	901,095	242,437
MATERIALS & SUPPLIES	882	1,000	1,584	1,500	500
OTHER SERVICES & CHARGES	28,332	34,700	42,027	43,000	8,300
TRANSFER TO CIP	15,347	15,347	15,347	15,347	
TOTAL	636,544	709,705	781,609	960,942	251,239
TREASURER					
TREASURER	1,304	1,307	1,307	1,307	
TOTAL	1,304	1,307	1,307	1,307	
CITY ATTORNEY					
OTHER SERVICES & CHARGES	255,031	200,000	308,744	200,000	
TOTAL	255,031	200,000	308,744	200,000	
MUNICIPAL COURT					
PERSONNEL SERVICES	102,872	108,223	110,427	114,478	6,255
MATERIALS & SUPPLIES	682	1,000	181	1,000	
OTHER SERVICES & CHARGES	13,080	14,325	24,501	14,325	
TOTAL	116,635	123,548	135,110	129,803	6,255
POLICE DEPARTMENT					
PERSONNEL SERVICES	2,446,749	2,734,893	2,645,038	2,914,369	179,476
MATERIALS & SUPPLIES	3,722	7,000	6,923	7,000	
OTHER SERVICES & CHARGES	219,962	190,650	220,019	212,650	22,000
TRANSFER TO CIP	81,849	81,849	81,849	81,849	
TOTAL	2,752,282	3,014,392	2,953,829	3,215,868	201,477
FIRE DEPARTMENT					
PERSONNEL SERVICES	1,917,981	1,957,797	1,963,674	2,047,142	89,346
MATERIALS & SUPPLIES	11,697	12,600	12,135	18,462	5,865
OTHER SERVICES & CHARGES	212,106	123,805	152,014	122,900	(90,000)
TRANSFER TO CIP	184,371	184,371	184,371	184,371	
TOTAL	2,326,154	2,278,573	2,312,194	2,372,875	94,300
ENGINEER					
OTHER SERVICES & CHARGES	196,768	90,000	264,927	90,000	
TOTAL	196,768	90,000	264,927	90,000	

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2023-2024 PROPOSED BUDGET

	Actual Expenditure FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed Budget Minus Current Budget
STREET DEPARTMENT					
PERSONNEL SERVICES	202,334	224,255	229,981	307,384	83,129
MATERIALS & SUPPLIES	10,761	13,750	12,411	13,750	2,989
OTHER SERVICES & CHARGES	99,054	100,700	123,013	107,400	6,707
TRANSFER TO CIP	51,023	51,023	51,023	51,023	-
TOTAL	363,172	389,728	416,427	479,557	89,829
SANITATION DEPARTMENT					
PERSONNEL SERVICES	608,358	657,649	656,532	733,424	75,775
MATERIALS & SUPPLIES	1,540	3,600	6,181	4,500	909
OTHER SERVICES & CHARGES	222,630	256,220	261,361	269,016	12,796
TRANSFER TO CIP	88,309	88,309	88,309	88,309	-
TOTAL	920,837	1,005,778	1,012,384	1,095,249	89,471
PARKS DEPARTMENT					
PERSONNEL SERVICES	10,654	-	-	-	-
MATERIALS & SUPPLIES	10	-	-	-	-
OTHER SERVICES & CHARGES	221,208	246,500	223,400	245,700	(800)
TRANSFER TO CIP	31,624	11,667	31,624	2,031,624	2,019,955
TOTAL	263,496	258,167	255,024	2,277,324	2,019,157
PUBLIC WORKS ADMINISTRATION					
PERSONAL SERVICES	201,780	229,203	205,831	229,549	34,716
MATERIALS & SUPPLIES	801	5,000	3,266	5,000	1,734
OTHER SERVICES & CHARGES	35,022	38,040	44,604	43,000	4,966
TRANSFER TO CIP	-	8,770	-	-	(8,770)
TOTAL	237,602	281,013	253,701	277,549	(3,462)
GENERAL GOVERNMENT					
MATERIALS & SUPPLIES	17,245	20,000	20,678	20,000	-
OTHER SERVICES & CHARGES	498,630	636,587	788,364	621,669	(14,913)
H.R.A.	24,028	35,000	13,185	35,000	-
CAPITAL OUTLAY	114,206	1,134,491	1,026,212	335,000	(799,491)
TRANSFER TO CIP	1,300,000	-	-	-	-
TOTAL	1,954,109	1,826,078	1,848,439	1,011,669	(814,400)
CODE DEPARTMENT					
PERSONNEL SERVICES	330,824	366,102	367,607	386,317	20,215
MATERIALS & SUPPLIES	2,505	4,300	3,297	4,600	303
OTHER SERVICES & CHARGES	14,920	24,115	47,154	50,846	26,731
TRANSFER TO CIP	7,570	18,757	7,570	7,570	(11,187)
TOTAL	355,819	413,274	425,627	449,333	36,052
SAFETY & RISK MANAGEMENT					
PERSONNEL SERVICES	158,660	170,596	173,298	178,623	8,027
MATERIALS & SUPPLIES	5,133	13,500	11,854	10,000	(3,500)
OTHER SERVICES & CHARGES	41,565	15,900	26,749	27,800	11,900
TRANSFER TO CIP	5,448	5,448	5,448	5,448	-
TOTAL	210,805	205,444	217,350	221,871	16,426

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
FY 2023-2024 PROPOSED BUDGET

	Actual Expenditure FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed Budget Minus Current Budget
INFORMATION SYSTEMS					
PERSONNEL SERVICES	265,016	282,213	286,857	290,436	8,223
MATERIALS & SUPPLIES	2,031	4,000	2,834	4,000	1,969
OTHER SERVICES & CHARGES	78,644	110,200	91,373	203,000	92,800
TRANSFER TO CIP	87,664	87,664	87,664	87,664	-
TOTAL	433,355	484,077	468,729	585,100	101,021
GRAND TOTAL	15,757,283	15,863,459	16,426,327	18,405,523	2,542,066

	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed Budget minus Current Budget
TOTAL					
PERSONNEL SERVICES	7,591,957	8,237,417	8,207,629	9,059,664	822,247
MATERIALS & SUPPLIES	117,578	137,850	144,803	146,912	9,062
OTHER SERVICES & CHARGES	5,534,473	5,688,660	6,404,457	6,188,906	500,244
CAPITAL OUTLAY	114,206	1,134,491	1,026,212	335,000	(799,495)
HRA	24,028	35,000	13,185	35,000	-
TRANSFER TO CIP	2,375,041	630,041	630,041	2,640,041	2,010,000
GRAND TOTAL	15,757,283	15,863,459	16,426,327	18,405,523	2,542,066

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

NICHOLS HILLS MUNICIPAL AUTHORITY
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
REVENUE ESTIMATES

Account Number	Department Activity	Actual Revenues	Actual Revenues	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current	% of Estimated Actual
		FY 2020-21	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024		
06-00-75300	Water	\$ 2,892,367	\$ 3,265,642	\$ 3,147,688	\$ 3,922,083	\$ 3,529,874	\$ 382,187	90%
06-00-75700	Sewer	352,279	356,849	340,360	366,795	330,116	(10,244)	90%
06-00-75800	OKC Sewer	1,002,240	1,060,805	1,009,781	1,146,965	1,055,208	45,427	92%
06-00-75900	Water Taps	25,194	23,370	38,418	35,740	33,596	(4,822)	94%
06-0076000	MXU Installation	165	-	320	-	320	-	100%
06-00-77750	Past Due Penalty	5,082	16,000	16,015	20,284	19,270	3,255	95%
06-00-79100	Interest Income	3,296	4,481	3,079	70,055	65,133	62,053	93%
06-00-78200	Misc. Income	15,547	4,477	5,165	2,922	2,776	(2,389)	95%
		\$ 4,296,170	\$ 4,731,624	\$ 4,560,824	\$ 5,564,844	\$ 5,036,292	\$ 475,467	91%

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

NICHOLS HILLS MUNICIPAL AUTHORITY
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

Account	Department	Actual Expenditures	Actual Expenditures	Current Budget	Estimated Actual	Proposed Budget	Proposed minus Current
Number	Activity	FY 2020-21	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024	
NHMA BUDGET							
06-12-80100	Salaries	\$ 514,167	\$ 546,842	\$ 614,374	\$ 601,986.76	699,789	\$ 85,4
06-12-80200	Overtime	7,807	4,523	5,300	11,457	8,600	3,3
06-12-80300	FICA/Medicare	40,433	42,612	47,895	47,692	53,693	5,7
06-12-80400	Dental	4,264	4,069	4,883	4,593	5,581	6
06-12-80500	Health Insurance	102,439	83,415	89,086	91,264	91,200	2,1
06-12-80600	Worker's Comp.	11,355	14,889	20,777	19,210	22,490	1,7
06-12-80700	Unemployment	1,850	2,040	1,800	2,072	2,704	9
06-12-80800	OMRF Pension	41,782	42,564	49,846	49,476	54,598	4,7
06-12-80900	Stand-By Pay	5,783	5,350	5,450	9,200	9,300	3,8
06-12-81100	Uniform Rental	6,549	5,849	5,700	6,511	6,300	6
06-12-81200	Medical	138	508	625	180	500	(1
TOTAL PERSONNEL SERVICES		736,567	752,661	845,736	843,641	954,755	109,0
06-12-83000	Supplies	34,662	52,787	40,000	49,512	45,000	5,0
06-12-83200	Office Supplies	1,847	2,377	2,200	2,738	2,200	-
06-12-83300	Minor Tools	1,077	1,309	2,000	2,889	2,000	-
06-12-83400	Chemicals	765	3,403	4,200	4,435	4,200	-
06-12-83500	Safety Supplies	5,127	693	3,200	3,310	3,200	-
06-12-83700	Misc. Supplies	225	-	500	575	500	-
TOTAL MATERIALS & SUPPLIES		43,703	60,569	52,100	63,459	57,100	5,0
06-12-84000	Equip. Maintenance	12,198	6,535	8,000	11,679	10,000	2,0
06-12-84100	Vehicle Maintenance	10,188	20,866	10,000	26,085	15,000	5,0
06-12-84300	Training/Membership	4,435	10,480	8,000	9,853	8,000	-
06-12-84400	Software Agreements	11,302	11,876	17,850	16,230	17,850	-
06-12-84500	Well Maintenance	34,818	36,732	60,000	34,238	60,000	-
06-12-84550	Water Quality Testing	16,107	6,808	18,000	14,393	18,000	-
06-12-84600	Equipment Rental	1,828	1,141	2,000	351	2,000	-
06-12-84650	Lease Agreements	39,460	46,816	68,000	73,650	73,650	5,6
06-12-84700	Telephone	9,561	23,797	23,750	24,564	24,558	8
06-12-84800	Utilities	171,205	209,889	203,000	291,509	305,681	102,6
06-12-84900	Fuel	23,737	40,655	35,000	42,606	42,606	7,6
06-12-84950	Printing & Processing - Utility Bills	14,883	15,626	16,000	14,258	16,000	-
06-12-85350	Emergency Repairs	-	33,675	5,000	-	5,000	-
06-12-86400	Auditing	18,994	21,793	30,000	34,547	30,000	-
06-12-87700	OKC Sanitary Sewer Charges	674,786	716,668	713,467	803,394	775,000	61,5
06-12-87800	Leasehold Transfer	2,307,100	2,194,164	2,388,851	2,388,851	2,534,255	145,4
TOTAL OTHER SERVICES & CHARGES		3,350,602	3,397,521	3,606,918	3,786,206	3,937,600	330,6
06-12-99000	Transfer to CIP-Depreciation	-	76,836	76,836	76,836	86,836	10,0
	Transfer to other funds	-	445,000	-	-	-	-
TOTAL TRANSFERS		-	521,836	76,836	76,836	86,836	10,0
TOTAL NHMA BUDGET		\$ 4,130,872	\$ 4,732,587	\$ 4,581,590	\$ 4,770,142	5,036,291	\$ 454,7

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

**GENERAL FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
REVENUE ESTIMATES**

Account Number	Department Activity	Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current	% of Estimated Actual
GENERAL SALES TAX								
01-00-70250	Sales Tax	\$ 4,214,415	\$ 5,377,227	\$ 5,218,905	\$ 5,672,197	5,388,588	\$ 169,683	95%
01-00-70350	Use Tax Revenue	786,255	890,558	849,726	1,063,692	1,010,508	160,781	95%
01-00-70450	Tobacco Tax Revenue	38,681	42,075	41,153	38,845	36,903	(4,251)	95%
		5,039,351	6,309,860	6,109,784	6,774,734	6,435,998	326,213	
MISCELLANEOUS TAXES								
01-00-71550	Franchise Tax	315,408	346,363	330,658	410,620	390,089	59,431	95%
		315,408	346,363	330,658	410,620	390,089	59,431	
LICENSES AND PERMITS								
01-00-72050	Building Permits	159,971	122,992	117,060	103,071	97,917	(19,142)	95%
01-00-72075	Plumbing Permits	34,632	45,270	46,584	33,649	31,967	(14,617)	95%
01-00-72100	Electrical Permits	29,475	36,730	38,431	27,539	26,162	(12,268)	95%
01-00-72125	Roof Permits	1,325	2,340	2,204	1,607	1,526	(678)	95%
01-00-72150	Drive & Tree Permits	9,297	9,730	8,563	9,047	8,594	32	95%
01-00-72175	Food Vendors Permits	255	245	76	-	90	14	100%
01-00-72200	Garage Sale Permits	820	580	557	560	532	(25)	95%
01-00-72300	Plumbing Licenses	23,450	25,375	22,578	25,100	23,845	1,267	95%
01-00-72325	Electrical Licenses	11,900	12,375	11,622	13,200	12,540	918	95%
01-00-72350	General Contractor Registration	16,875	22,100	20,900	21,300	20,235	(665)	95%
01-00-72355	Sub-Contractor Registration	600	300	-	600	570	570	95%
01-00-72399	Inspections	-	4,475	-	33,860	32,167	32,167	95%
01-00-72400	Alcohol Licenses	12,665	9,765	9,703	16,820	15,979	6,276	95%
01-00-728500	Dog Licenses	630	515	557	360	342	(215)	95%
		301,895	292,792	278,835	286,713	272,467	(6,366)	
INTERGOVERNMENTAL								
01-00-73250	Alcohol Tax	10,825	10,563	10,072	10,429	9,908	(165)	95%
01-00-73500	PD Vest Grant	-	619	-	752	-	-	0%
01-00-73900	FEMA Reimbursement	308,592	1,191,105	343,896	512,000	-	(343,896)	0%
		319,417	1,202,287	353,968	523,181	9,908	(344,060.84)	

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

CHARGES FOR SERVICES

01-00-74200	Garbage	954,955	943,063	894,330	942,847	895,705	1,375	95%
01-00-74500	Garbage - Commercial	102,231	116,866	108,656	128,223	121,812	13,157	95%
01-0074700	Solid Waste Fee	5,343	5,275	5,011	5,277	5,013	2	95%
01-00-74850	Ambulance Fees	61,212	61,310	58,223	61,406	58,336	113	95%
01-00-74950	Life and Safety	568	554	1,053	-	1,053	0	100%

FINES & FORFEITS

01-00-76300	Police Fines	96,652	111,111	114,391	121,671	115,587	1,196	95%
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INVESTMENT EARNINGS

01-00-78500	Interest Income	6,562	14,754	11,931	112,794	107,154	95,224	95%
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MISCELLANEOUS REVENUE

01-00-79500	Leases	241,018	258,219	290,370	301,563	286,485	(3,885)	95%
01-00-79550	Misc. Income	93,467	190,842	122,462	142,494	135,369	12,907	95%

FUND BALANCE CARRYOVER

01-00-79800	Carryover for CIP	-	-	-	-	2,000,000	2,000,000	100%
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TRANSFERS

01-00-79900	Leasehold Transfer	2,307,100	2,194,164	2,388,851	2,388,851	2,534,255	145,404	106%
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Total General Fund Budget

\$ 9,845,179	\$ 12,047,459	\$ 11,068,523	\$ 12,200,375	13,369,231	\$ 2,300,708	110%
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Estimated Assigned Economic Development as of 06/30/23

500,000

Estimated Assigned - Capital Projects as of 06/30/23

125,000

Estimated Assigned - Art in Parks as of 06/30/23

25,000

Estimated Unassigned Fund Balance 6/30/23

4,300,000

Net Fund Balance as of 06/30/23

4,950,000

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024
CITY COUNCIL						
01-01-80100	Salaries	\$ 720	\$ 720	\$ 720	\$ 720	\$ 720
01-01-80300	FICA	55	55	55	55	55
01-01-80700	Unemployment	7	7	10	9	10
PERSONNEL SERVICES		<u>\$ 782</u>	<u>\$ 782</u>	<u>\$ 785</u>	<u>\$ 784</u>	<u>\$ 785</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
ADMINISTRATION							
01-02-80100	Salaries	\$ 410,510	\$ 449,874	\$ 494,744	\$ 557,102	\$ 689,524	\$ 194,780
01-02-80300	FICA/Medicare	29,361	31,598	38,893	37,531	55,279	16,386
01-02-80400	Dental	1,438	1,550	1,800	1,550	2,732	932
01-02-80500	Health Insurance	53,487	45,081	55,221	48,732	61,052	5,831
01-02-80600	Worker's Comp	7,175	9,409	7,791	10,805	9,996	2,205
01-02-80700	Unemployment	720	744	800	-	1,030	230
01-02-80800	OMRF Pension	34,064	36,726	40,609	46,130	56,682	16,073
01-02-81400	Car Allowance	17,000	17,000	18,800	20,800	24,800	6,000
PERSONNEL SERVICES		553,755	591,982	658,658	722,651	901,095	242,437
01-02-83000	Materials & Supplies	459	882	1,000	1,584	1,500	500
MATERIALS & SUPPLIES		459	882	1,000	1,584	1,500	500
01-02-84000	Equipment Maint.	531	102	2,000	317	2,000	-
01-02-84300	Training/Membership	4,111	3,949	7,000	7,265	7,000	-
01-02-84400	Software Agreement	18,946	19,437	20,500	24,550	25,000	4,500
01-02-84700	Telephone	3,774	4,844	5,200	9,896	9,000	3,800
OTHER SERVICES & CHARGES		27,362	28,332	34,700	42,027	43,000	8,300
01-02-99000	Transfer to CIP	-	-	15,347	15,347	15,347	-
TRANSFER OUT		-	15,347	15,347	15,347	15,347	-
TOTAL ADMINISTRATION		\$ 581,576	\$ 636,544	\$ 709,705	\$ 781,609	\$ 960,942	\$ 251,237

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024
TREASURER / ACCOUNTANT						
01-03-80100	Salary	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
01-03-80300	FICA/Medicare	92	92	92	92	92
01-03-80700	Unemployment	12	12	15	15	15
		1,304	1,304	1,307	1,307	1,307
TOTAL TREASURER / ACCOUNTANT BUDGET		<u><u>\$ 1,304</u></u>	<u><u>\$ 1,304</u></u>	<u><u>\$ 1,307</u></u>	<u><u>\$ 1,307</u></u>	<u><u>\$ 1,307</u></u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account	Department	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
Number	Activity						
CITY ATTORNEY							
01-04-87100	Legal Services	\$ 193,700	\$ 255,031	\$ 200,000	\$ 308,744	\$ 200,000	\$ -
OTHER SERVICES & CHARGES		193,700	255,031	200,000	308,744	200,000	-
TOTAL CITY ATTORNEY		<u>\$ 193,700</u>	<u>\$ 255,031</u>	<u>\$ 200,000</u>	<u>\$ 308,744</u>	<u>\$ 200,000</u>	<u>-</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
MUNICIPAL COURT							
01-05-80100	Salaries	\$ 74,893	\$ 80,785	\$ 84,683	\$ 86,963	89,082	\$ 4,399
01-05-80200	Overtime	-	-	500	-	500	-
01-05-80300	FICA / Medicare	5,729	6,180	6,465	6,653	7,199	734
01-05-80400	Dental Insurance	479	517	517	517	621	104
01-05-80500	Health Insurance	8,365	7,531	7,501	7,868	8,252	751
01-05-80600	Worker's Comp.	1,794	2,344	2,597	2,401	2,499	(98)
01-05-80700	Unemployment	335	400	400	355	415	15
01-05-80800	OMRF Pension	4,740	5,116	5,560	5,671	5,910	350
PERSONNEL SERVICES		96,335	102,872	108,223	110,427	114,478	6,255
01-05-83000	Materials & Supplies	78	682	1,000	181	1,000	-
MATERIALS & SUPPLIES		78	682	1,000	181	1,000	-
01-05-84000	Equipment Maint.	93	102	250	-	250	-
01-05-84300	Training & Member.	290	575	700	207	700	-
01-05-84400	Software Agreement	11,018	11,421	12,075	23,194	12,075	-
01-05-84700	Telephone	1,182	982	1,300	1,100	1,300	-
OTHER SERVICES & CHARGES		12,583	13,080	14,325	24,501	14,325	-
TOTAL MUNICIPAL COURT BUDGET		\$ 108,996	\$ 116,635	\$ 123,548	135,110	129,803	\$ 6,255

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
POLICE DEPARTMENT							
01-06-80100	Salaries	\$ 1,630,765	\$ 1,708,390	\$ 1,886,714	\$ 1,869,288	\$ 2,003,589	\$ 116,875
01-06-80200	Overtime	2,278	16,683	12,000	20,346	20,000	8,000
01-06-80300	FICA / Medicare	126,232	133,445	170,092	146,802	176,430	6,338
01-06-80400	Dental	10,216	11,325	11,820	11,381	14,628	2,808
01-06-80500	Health Insurance	323,628	296,938	315,227	295,521	350,679	35,452
01-06-80600	Worker's Comp	44,831	58,765	62,330	57,629	59,973	(2,357)
01-06-80700	Unemployment	5,004	6,031	4,500	3,500	4,500	-
01-06-80800	OMRF Pension	27,779	29,078	31,340	34,557	32,481	1,141
01-06-81050	Police Pension	155,739	164,317	207,870	172,293	214,590	6,720
01-06-81100	Uniform Allowance	10,191	19,244	30,500	31,042	35,000	4,500
01-06-81200	Medical Exams	312	2,532	2,500	2,678	2,500	-
PERSONNEL SERVICES		2,336,975	2,446,749	2,734,893	2,645,038	2,914,369	179,476
01-06-83000	Supplies	5,075	3,722	7,000	6,923	7,000	-
MATERIALS & SUPPLIES		5,075	3,722	7,000	6,923	7,000	-
01-06-84000	Equip. Maintenance	39,152	41,784	58,000	59,697	65,000	7,000
01-06-84100	Vehicle Maintenance	25,445	89,809	39,000	70,967	45,000	6,000
01-06-84200	Building Maintenance	1,467	21,057	4,500	3,691	4,500	-
01-06-84300	Training/Membership	5,024	6,715	20,000	9,646	20,000	-
01-06-84600	Lease & Rental	4,710	-	6,500	-	-	(6,500)

01-06-84700	Telephone	19,372	20,403	23,000	23,239	23,000	-
01-06-84800	Utilities	973	1,806	2,000	2,201	2,000	-
01-06-84900	Fuel	17,801	22,157	20,000	33,720	35,000	15,000
01-06-84950	EV Charging	-	-	-	401	1,000	1,000
01-06-85000	Janitorial Service	15,150	15,150	15,150	15,150	15,150	-
01-06-85300	Animal Control	913	1,081	2,500	1,307	2,000	(500)
OTHER SERVICES & CHARGES		130,007	219,962	190,650	220,019	212,650	22,000
01-06-99000	Transfer to CIP	-	81,849	81,849	81,849	81,849	-
TRANSFER OUT		-	81,849	81,849	81,849	81,849	-
TOTAL POLICE DEPT. BUDGET		<u>\$ 2,472,057</u>	<u>\$ 2,752,282</u>	<u>\$ 3,014,392</u>	<u>\$ 2,953,829</u>	<u>3,215,868</u>	<u>\$ 201,476</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
FIRE DEPARTMENT							
01-07-80100	Salaries	\$ 1,239,995	\$ 1,359,537	\$ 1,415,745	\$ 1,370,573	\$ 1,485,269	\$ 69,524
01-07-80200	Overtime	60,189	99,794	50,000	129,081	65,000	15,000
01-07-80300	Medicare	18,944	21,343	20,676	21,971	19,951	(725)
01-07-80400	Dental	6,709	7,191	7,235	6,746	8,682	1,447
01-07-80500	Health Insurance	206,313	188,337	204,878	203,628	215,120	10,242
01-07-80600	Worker's Comp.	27,946	36,638	36,359	25,213	34,984	(1,375)
01-07-80700	Unemployment	3,106	3,715	2,800	897	3,920	1,120
01-07-81000	Fire Pension	171,552	182,029	194,704	185,938	188,385	(6,319)
01-07-81100	Uniforms / Gear	8,426	18,133	17,000	17,017	17,430	430
01-07-81200	Medical Exams	929	1,263	8,400	2,610	8,400	-
PERSONNEL SERVICES		1,744,109	1,917,981	1,957,797	1,963,674	2,047,142	89,345
01-07-83000	Supplies	8,145	11,697	12,600	12,135	18,462	5,862
MATERIALS & SUPPLIES		8,145	11,697	12,600	12,135	18,462	5,862
01-07-84000	Equip. Maintenance	12,850	14,260	10,000	10,446	10,000	-
01-07-84100	Vehicle Maintenance	8,971	114,949	12,500	14,479	14,000	1,500
01-07-84200	Building Maintenance	3,292	17,118	15,000	22,517	7,000	(8,000)
01-07-84300	Training & Membership	19,632	15,057	15,500	16,196	15,500	-
01-07-84400	Membership	1,096	1,111	1,500	1,649	1,500	-
01-07-84500	Fire Dept. Publications	461	767	1,000	1,785	3,000	2,000
01-07-84600	Lease Rentals	4,050	-	1,500	1,032	1,500	-
01-07-84700	Telephone	9,625	8,457	9,200	8,727	9,200	-

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
01-07-84800	Utilities	973	1,806	3,500	2,201	3,500	-
01-07-84900	Fuel	4,648	6,326	7,650	9,271	9,500	1,850
01-07-85200	EMSA Subsidy	33,161	30,080	30,955	34,395	32,700	1,745
01-07-86850	Software Maintenance	9,610	2,174	15,500	29,315	15,500	-
OTHER SERVICES & CHARGES		108,369	212,106	123,805	152,014	122,900	(905)
01-07-99000	Transfer to CIP	-	184,371	184,371	184,371	184,371	-
TRANSFER OUT		-	184,371	184,371	184,371	184,371	-
TOTAL FIRE DEPT. BUDGET		\$ 1,860,623	\$ 2,326,154	\$ 2,278,573	\$ 2,312,194	\$ 2,372,875	\$ 94,302

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
ENGINEER							
01-08-86075	Engineering Fees	\$ 138,088	\$ 196,768	\$ 90,000	\$ 264,927	\$ 90,000	\$ -
		<u>\$ 138,088</u>	<u>\$ 196,768</u>	<u>\$ 90,000</u>	<u>\$ 264,927</u>	<u>\$ 90,000</u>	<u>\$ -</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
STREET DIVISION OF PUBLIC WORKS							
01-09-80100	Salaries	\$ 100,442	\$ 129,787	\$ 149,074	\$ 158,626	\$ 219,449	\$ 70,375
01-09-80200	Overtime	1,484	1,409	1,800	1,487	1,800	-
01-09-80300	FICA / Medicare	7,941	10,224	11,621	12,417	19,769	8,148
01-09-80400	Dental	1,109	1,443	1,628	1,349	1,860	232
01-09-80500	Health Insurance	31,453	31,274	34,641	31,148	34,641	-
01-09-80600	Worker's Comp.	5,381	10,577	5,194	4,802	4,998	(196)
01-09-80700	Unemployment	565	835	873	635	888	153
01-09-80800	OMRF Pension	7,998	10,242	12,278	12,860	16,748	4,470
01-09-80900	Standby Pay	1,917	2,450	2,600	2,200	2,600	-
01-09-81100	Uniform Rental	2,967	3,617	3,766	3,904	4,080	314
01-09-81200	Medical Exams	498	476	780	552	552	(228)
PERSONNEL SERVICES		161,755	202,334	224,255	229,981	307,384	83,129
01-09-83000	Supplies	\$ 11,517	\$ 9,489	\$ 11,000	9,481	11,000	-
01-09-83300	Minor Tools	513	72	1,000	351	1,000	-
01-09-83500	Safety Supplies	990	1,199	1,500	2,145	1,500	-
01-09-83700	Misc. Supplies	-	-	250	433	250	-
MATERIALS & SUPPLIES		13,020	10,761	13,750	12,411	13,750	-
01-09-84000	Equipment Maintenance	2,133	4,004	3,000	3,904	3,500	500
01-09-84100	Vehicle Maintenance	3,281	5,737	5,000	20,240	5,000	-
01-09-84600	Lease/Rental	-	-	800	645	1,000	200

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01-09-84700	Telephone	1,316	1,405	1,400	1,500	1,400	-
01-09-84800	Utilities	571	770	500	994	500	-
01-09-84900	Fuel	4,353	2,659	5,000	4,460	5,000	-
01-09-85350	Emergency Repairs	895,624	-	-	-	-	-
01-09-85500	Street Lighting	83,789	84,480	85,000	91,271	91,000	6,000
OTHER SERVICES & CHARGES		991,067	99,054	100,700	123,013	107,400	6,700
01-09-99000	Transfer to CIP	-	51,023	51,023	51,023	51,023	-
TRANSFER OUT		-	51,023	51,023	51,023	51,023	-
TOTAL STREET BUDGET		\$ 1,165,842	\$ 363,172	\$ 389,728	\$ 416,427	\$ 479,557	\$ 89,829

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND**

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
SANITATION DIVISION OF PUBLIC WORKS							
01-10-80100	Salaries	\$ 432,000	\$ 419,240	\$ 454,137	\$ 457,008	515,512	\$ 61,375
01-10-80300	FICA / Medicare	33,076	32,072	35,408	34,961	45,587	10,179
01-10-80400	Dental	4,633	4,737	5,428	4,995	6,202	774
01-10-80500	Health Insurance	100,810	86,323	88,600	85,470	87,210	(1,390)
01-10-80600	Worker's Comp.	17,933	23,506	25,971	24,012	24,989	(982)
01-10-80700	Unemployment	2,170	2,745	3,150	3,415	3,200	50
01-10-80800	OMRF Pension	31,662	31,183	36,330	35,884	39,962	3,632
01-10-81100	Uniform Rental	8,253	7,841	7,800	9,930	9,904	2,104
01-10-81200	Medical Exams	719	712	825	858	858	33
TOTAL PERSONNEL SERVICES		631,256	608,358	657,649	656,532	733,424	75,775
01-10-83000	Supplies	927	657	1,500	1,212	1,500	-
01-10-83500	Safety Supplies	2,102	883	2,000	3,116	2,500	500
01-10-83700	Misc. Supplies	-	-	100	1,853	500	400
TOTAL MATERIAL & SUPPLIES		3,029	1,540	3,600	6,181	4,500	900
01-10-84000	Equipment Maintenance	818	899	1,400	1,344	1,400	-
01-10-84100	Vehicle Maintenance	10,899	27,840	22,000	27,575	22,000	-
01-10-84000	Telephone	-	-	-	1,577	1,557	1,557
01-10-84800	Utilities	529	770	820	994	924	104
01-10-84900	Fuel	11,017	14,921	12,000	19,360	17,135	5,135
01-10-85800	Landfill Disposal	189,783	71,256	80,000	91,825	96,000	16,000
01-10-85825	Commercial Garbage Disposal	93,632	106,944	140,000	118,687	130,000	(10,000)
TOTAL OTHER SERVICES & CHARGES		306,678	222,630	256,220	261,361	269,016	12,796
01-10-99000	Transfer to CIP		88,309	88,309	88,309	88,309	-
TRANSFER OUT		-	88,309	88,309	88,309	88,309	-
TOTAL SANITATION DEPT. BUDGET		\$ 940,963	\$ 920,837	\$ 1,005,778	\$ 1,012,384	1,095,249	\$ 89,471

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
PARKS DIVISION OF PUBLIC WORKS							
01-11-80100	Salaries	\$ 77,253	\$ 7,647	\$ -	\$ -	\$ -	\$ -
01-11-80200	Overtime			-	-	-	-
01-11-80300	FICA / Medicare	5,910	585	-	-	-	-
01-11-80400	Dental	872	43	-	-	-	-
01-11-80500	Health Insurance	15,446	619	-	-	-	-
01-11-80600	Worker's Comp.	3,587	1,176	-	-	-	-
01-11-80700	Unemployment	377	177	-	-	-	-
01-11-80800	OMRF Pension	6,094	275	-	-	-	-
01-11-81100	Uniform Rental	2,972	132	-	-	-	-
01-11-81200	Medical Exams	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES		112,511	10,654	-	-	-	-
01-11-83000	Supplies	94	10	-	-	-	-
01-11-83500	Safety Supplies	402	-	-	-	-	-
TOTAL SUPPLIES		496	10	-	-	-	-
01-11-84000	Equipment Maintenance	3,807	313	700	277	700	-
01-11-84100	Vehicle Maint.	160	385	800	-	-	(800)
01-11-85700	Park Maintenance	30,840	23,921	25,000	26,533	25,000	-
01-11-85900	Park Main. Contract	127,230	196,590	200,000	196,590	220,000	20,000

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01-11-86200 Sprinkler Systems

OTHER SERVICES & CHARGES

01-11-99000 Transfer to CIP

TRANSFER OUT

TOTAL PARKS DIVISION BUDGET

-	-	20,000	-	-	(20,000)
162,037	221,208	246,500	223,400	245,700	(800)
-	-	11,667	31,624	2,031,624	2,019,957
-	31,624	11,667	31,624	2,031,624	2,019,957
<u>\$ 275,044</u>	<u>\$ 263,496</u>	<u>\$ 258,167</u>	<u>\$ 255,024</u>	<u>2,277,324</u>	<u>\$ 2,019,157</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
PUBLIC WORKS ADMINISTRATION							
01-12-80100	Salaries	\$ 137,209	\$ 154,570	\$ 174,468	155,350	173,508	\$ (960)
01-12-80300	FICA / Medicare	10,496	11,824	13,598	11,907	15,694	2,096
01-12-80400	Dental Insurance	921	1,033	1,085	919	1,240	155
01-12-80500	Health Insurance	21,183	19,141	20,001	20,315	20,001	-
01-12-80600	Worker's Comp.	1,904	2,499	5,194	4,802	4,998	(196)
01-12-80700	Unemployment	491	507	400	361	592	192
01-12-80800	OMRF Pension	10,873	12,158	13,957	11,877	13,016	(941)
01-12-81200	Medical Exams	-	48	500	300	500	-
PERSONAL SERVICES		183,077	201,780	229,203	205,831	229,549	346
01-12-83000	Supplies	612	485	1,500	819	1,500	-
01-12-83200	Office Supplies	263	29	3,000	2,100	3,000	-
01-12-83700	Misc. Expenses	-	287	500	346	500	-
MATERIALS & SUPPLIES		875	801	5,000	3,266	5,000	-
01-12-84000	Equipment Maintenance	1,883	1,197	3,000	2,423	3,000	-
01-12-84100	Vehicle Maintenance	469	1,347	1,500	367	1,500	-
01-12-84200	Building Maintenance	5,065	6,867	5,600	16,655	6,000	400
01-12-84250	Fueling Station Maintenance	50	1,258	2,000	1,096	2,000	-
01-12-84300	Training/Membership	180	186	1,500	1,273	3,500	2,000
01-12-84600	Lease/Rental	971	-	1,500	495	1,500	-
01-12-84700	Telephone	3,732	4,053	4,500	6,413	7,000	2,500

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01-12-84800	Utilities	529	770	1,000	994	1,000	-
01-12-84900	Fuel	4,988	10,404	8,000	5,948	8,000	-
01-12-85000	Janitorial Service	9,684	8,940	8,940	8,940	9,000	60
01-12-86300	Publications	-		500	-	500	-
OTHER SERVICES & CHARGES		27,551	35,022	38,040	44,604	43,000	4,960
01-12-99000	Transfer to CIP	-	-	8,770	-	-	(8,770)
TRANSFER OUT		-	-	8,770	-	-	(8,770)
PUBLIC WORKS ADMIN.		<u>\$ 211,503</u>	<u>\$ 237,602</u>	<u>\$ 281,013</u>	<u>\$ 253,701</u>	<u>277,549</u>	<u>\$ (3,464)</u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
GENERAL GOVERNMENT							
01-13-83000	Supplies	\$ 18,324	\$ 17,245	\$ 20,000	\$ 20,678	\$ 20,000	\$ -
MATERIALS & SUPPLIES		18,324	17,245	20,000	20,678	20,000	-
01-13-84000	Equipment Maintenance	17,844	15,723	24,000	24,959	24,000	-
01-13-84200	Building Maintenance	14,142	36,646	20,000	103,880	30,000	10,000
01-13-84300	Training	1,039	2,460	3,000	2,608	3,000	-
01-13-84600	Lease Rental	396	297	396	594	500	104
01-13-84700	Telephone	4,348	519	700	521	700	-
01-13-84800	Utilities	13,397	18,058	13,500	27,907	30,000	16,500
01-13-84950	EV Charging	-	-	-	30,951	-	-
01-13-85000	Janitorial Service	17,655	16,350	18,260	17,117	18,260	-
01-13-85400	Bank Charges	35,763	48,819	49,500	70,304	70,000	20,500
01-13-86050	Consulting Fees	-	32,529	79,000	53,375		(79,000)
01-13-86100	Liability Insurance/Bonds	85,166	162,314	237,281	253,220	261,009	23,728
01-13-86300	Legal Publications	17,180	13,502	18,000	27,742	20,000	2,000
01-13-86400	Auditing Fees	22,974	25,378	30,000	34,716	30,000	-
01-13-86500	Election Expense	1,788	-	3,000	-	6,000	3,000
01-13-86600	ACOG Dues	2,902	3,006	3,050	6,442	3,300	250
01-13-86700	OML Dues	5,891	5,973	5,900	-	5,900	-

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01-13-86800	Reassessment	27,262	27,936	28,000	59,823	28,000	-
01-13-86900	Postage	5,953	7,543	8,000	10,352	8,000	-
01-13-87000	Misc. Expenses	40,952	81,578	95,000	63,853	83,000	(12,000)
OTHER SERVICES & CHARGES		314,652	498,630	636,587	788,364	621,669	(14,918)
01-13-87100	H.R.A.	20,568	20,697	25,000	13,185	25,000	-
01-13-87200	Education Scholarship	5,641	3,332	10,000	2,882	10,000	-
HRA		26,209	24,028	35,000	13,185	35,000	-
01-13-88100	Capital Outlay	-	114,206	1,134,491	1,026,212	335,000	(799,491)
Capital Outlay		-	114,206	1,134,491	1,026,212	335,000	(799,491)
01-13-99900	Transfer out to CIP		1,300,000		-		-
TRANSFER OUT		-	1,300,000	-	-	-	-
GENERAL GOVERNMENT BUDGET		\$ 359,185	\$ 1,954,109	\$ 1,826,078	\$ 822,227	\$ 1,011,669	\$ (814,409)

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHC
GENERAL FUND

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
CODE DIVISION							
01-14-80100	Salaries	\$ 189,339	\$ 244,336	\$ 269,387	\$ 267,016	\$ 278,980	\$ 9,593
01-14-80200	Overtime	2,614	203	-	775	775	775
01-14-80300	FICA / Medicare	14,684	18,707	21,003	20,466	25,311	4,308
01-14-80400	Dental Insurance	1,460	1,959	2,170	2,009	2,481	311
01-14-80500	Health Insurance	30,223	36,185	35,737	39,127	39,018	3,281
01-14-80600	Worker's Comp.	4,184	5,480	10,388	9,605	9,995	(393)
01-14-80700	Unemployment	557	1,207	1,090	1,554	1,554	464
01-14-80800	OMRF Pension	15,076	18,266	21,551	21,264	22,149	598
01-14-81100	Uniform Rental	436	4,300	4,276	5,513	5,554	1,278
01-14-81200	Medical Exams	-	180	500	276	500	-
PERSONNEL SERVICES		258,573	330,824	366,102	367,607	386,317	20,215
01-14-83000	Supplies	1,382	2,361	4,000	2,997	4,000	-
01-14-83200	Office Supplies	69	-	300	-	300	-
01-14-83500	Safety Supplies	-	144	-	300	300	300
MATERIALS & SUPPLIES		1,451	2,505	4,300	3,297	4,600	300
01-14-84000	Equipment Maintenance	-	-	-	411	-	-
01-14-84100	Vehicle Maintenance	1,451	2,382	2,600	2,339	2,600	-
01-14-84300	Training/Membership	406	2,049	3,000	4,067	5,000	2,000

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

01-14-84600	Software Agreement	2,768	3,059	5,715	31,246	31,246	25,531
01-14-84700	Telephone	4,128	4,401	6,000	5,103	6,000	-
01-14-84800	Utilities	529	770	1,000	994	1,000	-
01-14-84900	Fuel	879	1,471	1,300	2,994	3,000	1,700
01-14-86010	Abatement Cost	152	-	-	-	-	-
01-14-88850	Life and Safety	322	787	4,500	-	2,000	(2,500)
OTHER SERVICES & CHARGES		10,635	14,920	24,115	47,154	50,846	26,731
01-14-99000	Transfer to CIP	-	7,570	18,757	7,570	7,570	(11,187)
TRANSFER OUT		-	7,570	18,757	7,570	7,570	(11,187)
CODE DIVISION BUDGET		<u>\$ 270,659</u>	<u>\$ 355,819</u>	<u>\$ 413,274</u>	<u>\$ 425,627</u>	<u>449,333</u>	<u>\$ 36,059</u>

**CITY OF NICHOLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND**

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
SAFETY & RISK MANAGEMENT							
01-15-80100	Salaries	\$ 110,508	\$ 118,824	\$ 128,361	\$ 130,917	\$ 134,493	\$ 6,132
01-15-80300	FICA / Medicare	8,633	9,239	9,735	10,215	10,200	465
01-15-80400	Dental	479	517	517	517	621	104
01-15-80500	Health Insurance	19,072	18,086	18,905	18,905	19,843	938
01-15-80600	Worker's Comp.	1,794	2,344	2,597	2,401	2,499	(98)
01-15-80700	Unemployment	240	248	200	-	200	-
01-15-80800	OMRF Pension	8,789	9,402	10,181	10,343	10,667	486
01-15-81200	Medical Exam	-	-	100	-	100	-
PERSONNEL SERVICES		149,515	158,660	170,596	173,298	178,623	8,027
01-15-83000	Supplies	5,178	5,133	13,500	11,854	10,000	(3,500)
SUPPLIES		5,178	5,133	13,500	11,854	10,000	(3,500)
01-15-84000	Equipment Maintenance	-	-	100	-	-	(100)
01-15-84100	Vehicle Maintenance	697	6,519	1,000	231	500	(500)
01-15-84300	Training and Membership	2,314	6,582	8,000	1,810	8,000	-
01-15-84700	Telephone	1,007	1,057	1,800	2,034	1,800	-
01-15-84850	Wellness Program	2,069	26,639	4,000	21,001	16,000	12,000
01-15-84900	Fuel	626	769	1,000	1,673	1,500	500
OTHER SERVICES & CHARGES		6,713	41,565	15,900	26,749	27,800	11,900
01-15-99000	Transfer to CIP	-	5,448	5,448	5,448	5,448	-
TRANSFER OUT		-	5,448	5,448	5,448	5,448	-
SAFETY & RISK MANAGEMENT		\$ 161,406	\$ 210,805	\$ 205,444	\$ 217,350	\$ 221,871	\$ 16,427

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
GENERAL FUND**

Account Number	Department Activity	Actual Expenditures FY 2020-21	Actual Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
INFORMATION SYSTEMS							
01-16-80100	Salaries	\$ 176,722	\$ 194,453	\$ 207,802	\$ 212,059	\$ 212,165	\$ 4,363
01-16-80200	Overtime	-	-	500		500	
01-16-80300	FICA / Medicare	13,703	15,059	15,410	16,498	16,218	808
01-16-80400	Dental	958	1,033	1,034	1,033	1,248	214
01-16-80500	Health Insurance	34,872	31,322	31,818	32,741	34,376	2,558
01-16-80600	Worker's Comp.	3,587	4,705	4,570	3,602	4,570	-
01-16-80700	Unemployment	437	503	400	141	400	-
01-16-80800	OMRF Pension	14,243	15,540	17,079	17,183	17,359	280
01-16-81400	Car Allowance	2,400	2,400	3,600	3,600	3,600	-
PERSONNEL SERVICES		246,922	265,016	282,213	286,857	290,436	8,223
01-16-83000	Supplies	3,548	2,031	4,000	2,834	4,000	-
SUPPLIES		3,548	2,031	4,000	2,834	4,000	-
01-16-84000	Equipment Maintenance	47,366	47,600	70,000	61,783	150,000	80,000
01-16-84200	Building Maintenance	99	300	1,200	688	2,000	800
01-16-84300	Training/Membership	10,545	8,605	11,000	4,656	11,000	-
01-16-84600	Lease/Rental	15,254	11,844	15,000	20,854	27,000	12,000
01-16-84700	Telephone	3,757	3,181	5,000	3,392	5,000	-
01-16-86050	Consulting Fees	9,290	7,114	8,000	-	8,000	-
OTHER SERVICES & CHARGES		86,311	78,644	110,200	91,373	203,000	92,800
01-16-99000	Transfer to CIP	-	87,664	87,664	87,664	87,664	-
TRANSFER OUT		-	87,664	87,664	87,664	87,664	-
INFORMATION SYSTEMS		\$ 336,781	\$ 433,355	\$ 484,077	\$ 468,729	\$ 585,100	\$ 101,023

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

<u>Dept.</u>		Proposed Budget	
		2023-2024	
GENERAL FUND			
<u>Dept.</u>	Activity		
	Depreciation Transfer	2,553,205	
	Grant Revenue	266,121	
	Carryover from Fund Balance	2,990,935	
	TOTAL AVAILABLE FUNDS	5,810,261	
<u>Administration</u>			
07-02-88200	Furniture	20,702	
07-02-88400	Software	37,489	
07-02-88500	Equipment	36,531	
		94,722	
<u>Police Dept.</u>			
07-06-88100	Vehicles	625,633	
07-06-88200	Furniture	6,606	
07-06-88400	Software	13,880	
07-06-88500	Equipment	45,841	
07-06-88600	Radios	108,222	
07-06-88700	Guns	20,881	
		821,063	
<u>Fire Dept.</u>			
07-07-88100	Vehicles	251,963	*
07-07-88150	Fire Trucks Reserve	372,807	*
07-07-88200	Furniture	49,526	*
07-07-88400	Software	4,807	
07-07-88500	Equipment	72,158	
07-07-88600	Radios	12,636	
07-07-88800	Medical Equipment	27,306	
07-07-88900	SCBA	49,436	
07-07-89100	Hose	40,501	
		881,140	

Streets

07-09-88100	Vehicles	89,913
07-09-88500	Equipment	66,608
07-09-89200	Monument Entry	14,601
		171,122

Sanitation

07-10-88100	Vehicles	1,023,129
07-10-88500	Equipment	3,000
		1,026,129

Parks Dept

07-11-88000	Capital Outlay	2,000,000
07-11-88500	Equipment	106,717
		2,106,717

Public Works Administration

07-12-88100	Vehicles	61,666
07-12-88500	Capital Improvement-Equipment	9,386
07-12-88200	Furniture	31,151
		102,203

Code

07-14-88100	Vehicles	217,648
07-14-88400	Software	12,711
		230,359

Risk Management

07-15-88100	Vehicles	66,748
07-15-88200	Furniture	1,604
07-15-88500	Equipment	9,301
		77,653

Information Management Systems

07-16-88200	Furniture	9,986
07-16-88300	Computers	85,636
07-16-88500	Equipment	172,199
07-16-88400	Software	7,142
07-16-88600	Radios	1,191
07-16-88500	Building - Insulation	23,000
		299,154

TOTAL GENERAL FUND CIP FUND**5,810,261**

NICHOLS HILLS MUNICIPAL AUTHORITY CIP FUND

Depreciation Transfer	86,836
Carryover from Fund Balance	1,861,222
TOTAL AVAILABLE FUNDS	1,948,058

NHMA

13-12-88100	Vehicles	236,143
13-12-88400	Software	60,090
13-12-88500	Equipment	135,494
13-12-88600	Communications - Radios	6,777
13-12-89200	Water Wells	944,017
13-12-89300	Reserve for Paint water tower	110,000
13-16-88300	Computers	24,951
13-12-88000	Building	430,586
TOTAL NHMA CIP FUND BUDGET		1,948,058

**Total General Fund and
NHMA Capital Improvement Budget**

7,758,319

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY

<u>Dept.</u>	<u>Activity</u>	<u>Estimate Beginning 23-24</u>	<u>22-23 requests</u>	<u>23-24 request</u>	<u>Actual Depreciation Transfer</u>	<u>Grant Revenue</u>	
GENERAL FUND	Depreciation Transfer	2,553,205					
	Grant Proceeds	266,121					
	Carryover from Fund Balance	2,990,935					
	TOTAL AVAILABLE FUNDS	5,810,261					
<u>Administration</u>							
07-02-88200	Furniture	5,355.20		(20,000.00)	15,347.00		702.
07-02-88400	Software	37,489.00					37,489.
07-02-88500	Equipment	36,531.00					36,531.
							<u>74,722.</u>
<u>Police Dept.</u>							
07-06-88100	Vehicles	585,954.56		(67,500.00)	39,678.00		558,132.
07-06-88200	Furniture	5,726.00			880.00		6,606.
07-06-88400	Software	11,980.00			1,900.00		13,880.
07-06-88500	Equipment	(38,458.85)		(12,500.00)	25,753.00	58,547.00	33,341.
07-06-88600	Radios	96,558.84		(24,000.00)	11,663.00		84,221.
07-06-88700	Guns	18,906.00			1,975.00		20,881.
							<u>717,062.</u>
<u>Fire Dept.</u>							
07-07-88100	Vehicles	235,080.27	(200,000.00)		16,883.00		51,963.
07-07-88150	Fire Trucks Reserve	300,000.00	(300,000.00)		72,807.00		72,807.
07-07-88200	Furniture	10,392.21	(13,071.00)	(16,800.00)	39,134.00		19,655.
07-07-88400	Software	4,207.00			600.00		4,807.
07-07-88500	Equipment	59,910.98		(24,180.00)	12,247.00		47,977.
07-07-88600	Radios	8,012.42		(2,500.00)	4,624.00		10,136.
07-07-88800	Medical Equipment	14,836.06			12,470.00		27,306.
07-07-88900	SCBA	41,261.50			8,174.00		49,435.
07-07-89100	Hose	23,068.76		(40,500.00)	17,432.00		0.
							<u>284,089.</u>
<u>Streets</u>							
07-09-88100	Vehicles	70,448.59		(66,000.00)	19,464.00		23,912.
07-09-88500	Equipment	35,049.00			31,559.00		66,608.
07-09-89200	Monument Entry	14,601.00					14,601.
							<u>105,121.</u>
<u>Sanitation</u>							
07-10-88100	Vehicles	728,745.91	(298,047.00)	(320,000.00)	86,809.00	207,574.00	405,081.
07-10-88500	Equipment	1,500.00			1,500.00		3,000.
							<u>408,081.</u>
<u>Parks Dept</u>							
07-11-88000	Capital Outlay	-		(2,000,000.00)	2,000,000.00		-
07-11-88500	Equipment	95,049.80			11,667.00		106,716.
							<u>106,716.</u>

Attachment: 2023-2024 Budget (6570 : Resolution approving and adopting 2023-2024 Budget)

<u>Public Works Administration</u>							
07-12-88100	Vehicles	57,095.50		4,570.00	61,665.		
07-12-88500	Capital Improvement-Equipment	6,386.00		3,000.00	9,386.		
07-12-88200	Furniture	29,951.00		1,200.00	31,151.		
					<u>102,202.</u>		
<u>Code</u>							
07-14-88100	Vehicles	203,590.81		14,057.00	217,647.		
07-14-88400	Software	8,011.00		4,700.00	12,711.		
					<u>230,358.</u>		
<u>Risk Management</u>							
07-15-88100	Vehicles	62,857.13		3,891.00	66,748.		
07-15-88200	Furniture	1,604.00			1,604.		
07-15-88500	Equipment	7,743.71		1,557.00	9,300.		
					<u>77,652.</u>		
<u>Information Management Systems</u>							
07-16-88200	Furniture	7,986.13		2,000.00	9,986.		
07-16-88500	Equipment	53,807.13	(13,000.00)	31,829.00	72,636.		
07-16-88300	Computers	118,364.19	(25,500.00)	53,835.00	146,699.		
07-16-88400	Software	7,142.00			7,142.		
07-16-88500	Building - Insulation	1,191.00			1,191.		
07-16-88600	Radio/Communication	23,000.00			23,000.		
					<u>260,654.</u>		
TOTAL GENERAL FUND CIP FUND		2,990,934.85	(811,118.00)	(2,632,480.00)	2,553,205.00	266,121.00	2,366,662.

NICHOLS HILLS MUNICIPAL AUTHORITY CIP FUND

Depreciation Transfer	86,836
Carryover from Fund Balance	1,861,222
TOTAL AVAILABLE FUNDS	1,948,058

<u>NHMA</u>						
13-12-88100	Vehicles	206,240.56	(152,643.00)	(66,000.00)	29,902.00	17,499.
13-12-88400	Software	52,500.00			7,590.00	60,090.
13-12-88500	Equipment	101,893.39	(89,619.60)	(13,000.00)	33,601.00	32,874.
13-12-88600	Communications - Radios	6,024.00			753.00	6,777.
13-12-89200	Water Wells	944,017.00			-	944,017.
13-12-89300	Reserve for Paint water tower	100,000.00			10,000.00	110,000.
13-16-88300	Computers	19,961.00			4,990.00	24,951.
13-12-88000	Building	430,586.10	(381,764.15)			48,821.
TOTAL NHMA CIP FUND BUDGET		1,861,222.05	(624,026.75)	(79,000.00)	86,836.00	1,245,031.
Total General Fund and						
NHMA Capital Improvement Budget		4,852,156.90	(1,435,144.75)	(2,711,480.00)	2,640,041.00	266,121.00
						3,611,694.

**CITY OF NICHOLS HILLS
STREET & ALLEY FUND
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY**

Account Number	Department Activity	Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
02-00-73400	Gasoline Tax	\$ 6,112	\$ 6,957	\$ 6,750	\$ 6,878	\$ 6,534	\$ (216)
02-00-73450	Motor Vehicle License	28,819	30,714	29,007	26,824	25,483	(3,524)
02-00-78500	Interest Income	290	696	427	8,119	7,713	7,286
	TOTAL REVENUES	35,221	38,367	36,184	41,821	39,731	3,547
02-00-79800	Carryover	-	-	196,518	235,000	235,000	38,482
	FUNDS AVAILABLE FOR BUDGET	\$ 35,221	\$ 38,367	\$ 232,702	\$ 276,821	274,731	42,029

Account Number	Department Activity	Actual Expenditures FY 2021-22	Actual Expenditures FY 2021-22	Proposed Budget FY 2023-2024	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024	Proposed minus Current
02-09-83000	Supplies	-	-	-	-	-	-
	TOTAL MATERIALS & SUPPLIES	-	-	-	-	-	-
02-09-84000	Equipment Maintenance	-	-	-	-	-	-
02-09-84100	Vehicle Maintenance	-	-	-	-	-	-
02-09-84600	Lease/Rental	-	-	-	-	-	-
02-09-85800	Contingency	-	37,750	232,702	-	274,731	42,029
	TOTAL OTHER SERVICES & CHARGES	-	37,750	232,702	-	274,731	42,029
	TOTAL STREET & ALLEY BUDGET	\$ -	\$ 37,750	\$ 232,702	\$ -	\$ 274,731	\$ 42,029

Fund 03 - Designated Fund - Fire and General Employees

	Department Activity	Actual Revenues / Expenditures FY 2020-21	Actual Revenues / Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024
03-07-72200	Fire Department	\$ 455	\$ 309	\$ -	\$ 613	\$ 60
03-07-78550	Fire Carryover	-		2,175	2,125	2,125
	TOTAL	\$ 455	\$ 309	\$ 2,175	\$ 2,738	\$ 2,185
	Projected Expenses:					
03-07-83000	Fire Supplies	160	1,953	2,175	723	2,185
	TOTAL	\$ 160	\$ 1,953	\$ 2,175	\$ 723	\$ 2,185

Fund 04 - Police Department

	Department Activity	Actual Revenues / Expenditures FY 2020-21	Actual Revenues / Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024
04-00-79506	Police Department	\$ 1,668	\$ 1,713	\$ 750	\$ 2,400	\$ 2,400
04-00-79806	Police Carryover	-	-	29,005	29,000	29,000
04-00-79300	Animal Control Revenue	36,172	5,605	-	-	-
	Animal Control Carryover	-	-	44,335	17,163	17,163
	TOTAL	\$ 37,840	\$ 7,318	\$ 74,090	\$ 48,563	\$ 48,563
	Projected Expenses:					
04-06-83000	Police Supplies	2,982	1,108	29,755	3,606	31,400
04-06-83300	Animal Control Supplies	2,421	-	44,335	36,402	17,163
	TOTAL	\$ 5,403	\$ 1,108	\$ 74,090	\$ 40,008	\$ 48,563

Fund 05 - Public Works

Department Activity		Actual Revenues / Expenditures FY 2020-21	Actual Revenues / Expenditures FY 2021-22	Current Budget FY 2022-2023	Estimated Actual FY 2022-2023	Proposed Budget FY 2023-2024
05-00-79512	Public Works Department	\$ 203	\$ 208	\$ -	\$ 346	\$ -
05-00-79812	Public Works Carryover	-	-	2,288	2,230	2,230
TOTAL		\$ 203	\$ 208	\$ 2,288	\$ 2,576	\$ 2,230
Projected Expenses:						
05-12-83000	P.W. Supplies	153	447	2,288	-	2,230
TOTAL		\$ 153	\$ 447	\$ 2,288	\$ -	\$ 2,230

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
SINKING FUND**

	2023-2024
Resources	
Ad Valorem Taxes	\$ 5,991,138
Interest Income	10,000
Total Resources Available	<u><u>\$ 6,001,138</u></u>
 Estimated Expenditures (Debt Service)	
Bank Charges	\$ 700
Principal Payments on G.O. Bonds:	4,605,000
Interest Payments on G.O. Bonds:	1,392,888
Agent Fees	2,550
Total Expenditures	<u><u>\$ 6,001,138</u></u>

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
911 Fund

REVENUES

Activity	Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
10-00-71800 911 Revenue	8,594	8,712	8,000	8,883	8,000
10-00-78500 Interest Income	76	203	100	2,419	2,298
10-00-79800 Carryover	-	-	57,516	68,300	68,300
TOTAL REVENUES	\$ 8,670	\$ 8,915	\$ 65,616	\$ 79,602	\$ 78,598

EXPENDITURES

Activity	Actual Expenses FY 2021-22	Actual Expenses FY 2021-22	Proposed Budget FY 2023-2024	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
10-13-83000 Materials & Supplies	-	1,034	1,000	-	1,000
10-26-83975 Contingency Fund	-	-	64,616	-	77,598
TOTAL EXPENDITURES	\$ -	\$ 1,034	\$ 65,616	\$ -	\$ 78,598

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
Impound Fee - Police

REVENUES

		Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
Activity						
11-00-76350	Police Impound Fees	\$ 2,500	\$ 4,600	\$ 3,500	4,933	\$ 4,687
11-00-78500	Interest Income	36	96	100	1,175	1,116
11-00-79800	Carryover	-	-	27,029	33,100	33,100
TOTAL REVENUES		\$ 2,536	\$ 4,696	\$ 30,629	\$ 39,208	\$ 38,903

EXPENDITURES

		Actual Expenses FY 2020-21	Actual Expenses FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
Activity						
11-06-84000	Equipment Maintenance	-	-	5,000	-	5,000
11-06-86850	Software Maintenance	-	-	4,000	-	4,000
11-06-86875	Automated License Plate Reader Maintenance	-	-	21,629	-	29,903
TOTAL EXPENDITURES		\$ -	\$ -	\$ 30,629	\$ -	\$ 38,903

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
WATER IMPACT FEES FUND**

REVENUES

Activity	Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
14-00-75350 Water Capacity Charges	\$ 15,970	\$ 9,190	\$ 12,000	9,300	\$ 8,835
14-00-78500 Interest Income	1,524	441	280	5,007	4,757
14-00-79800 Carryover	-	-	123,442	137,000	137,000
TOTAL REVENUES	\$ 17,494	\$ 9,631	\$ 135,722	\$ 151,307	\$ 150,592

EXPENDITURES

Activity	Actual Expenses FY 2018-19	Actual Expenses FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
14-22-89900 Capital - Water System	-	-	135,722	-	150,592
TOTAL EXPENDITURES	\$ -	\$ -	\$ 135,722	\$ -	\$ 150,592

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
SEWER IMPACT FEES FUND

REVENUES

Activity	Actual Revenues	Actual Revenues	Current Budget	Est. Actual	Proposed Budget
	FY 2020-21	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024
15-00-75350 Sewer Capacity Charges	\$ 21,001	\$ 5,526	\$ 11,000	11,052	\$ 10,499
15-00-78500 Interest Income	141	288	185	3,333	3,166
15-00-50300 Carryover	-	-	80,215	92,000	92,000
TOTAL REVENUES	\$ 21,142	\$ 5,814	\$ 91,400	\$ 106,385	\$ 105,666

EXPENDITURES

Activity	Actual Expenses	Actual Expenses	Current Budget	Est. Actual	Proposed Budget
	FY 2021-22	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024
15-23-89900 Capital - Sewer System	24,850	-	91,400	-	105,666
TOTAL EXPENDITURES	\$ 24,850	\$ -	\$ 91,400	\$ -	\$ 105,666

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
DRAINAGE FEE FUND**

REVENUES

Activity		Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
17-00-75370	Drainage Fee	\$ 27,186	\$ 65,310	\$ 62,148	65,440	\$ 62,168
17-00-78500	Interest Income	16	89	251	6,260	5,947
17-00-50300	Carryover	-	-	145,000	200,000	200,000
TOTAL REVENUES		\$ 27,202	\$ 65,399	\$ 207,399	\$ 271,700	\$ 268,115

EXPENDITURES

Activity		Actual Expenditures FY 2020-21	Actual Expenses FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
17-24-89900	Drainage System	-	-	207,399	-	268,115
TOTAL EXPENDITURES		\$ -	\$ -	\$ 207,399	\$ -	\$ 268,115

**CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
HEALTH INSURANCE FUND**

REVENUES

Activity	Actual Revenues	Actual Revenues	Current Budget	Est. Actual	Proposed Budget
	FY 2020-21	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024
18-00-78500 Interest Income	\$ 68	\$ 679	\$ 400	13,464	\$ 8,000
18-0079550 Misc Income	6,702	37,406	10,000	57,096	30,000
18-00 79805 Premium Income	1,120,940	1,037,410	1,030,870	1,086,150	1,082,413
TOTAL REVENUES	\$ 1,127,710	\$ 1,075,495	\$ 1,041,270	\$ 1,156,709	\$ 1,120,413

EXPENDITURES

Activity	Actual Expenditures	Actual Expenses	Current Budget	Est. Actual	Proposed Budget
	FY 2020-21	FY 2021-22	FY 2022-2023	FY 2022-2023	FY 2023-2024
80-00-85400 Bank Charges	567	520	1,000	583	600
18-13-80510 Premium Expense	188,577	201,534	192,039	203,544	202,433
18-13-80520 Health Insurance Claims	903,579	772,021	814,379	796,860	869,200
18-13-80530 Administration Cost	34,923	43,414	33,852	43,716	48,180
TOTAL EXPENDITURES	\$ 1,127,646	\$ 1,017,489	\$ 1,041,270	\$ 1,044,703	\$ 1,120,413

CITY OF NICHOLS HILLS
CITY OF NICHOLS HILLS AND NICHOLS HILLS MUNICIPAL AUTHORITY
PARKS FUND

REVENUES

Activity		Actual Revenues FY 2020-21	Actual Revenues FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
20-0079520	Donations - Parks	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -
20-00-78500	Interest Income	-	2,431	1,200	22,687	5,000
20-00-50300	Carryover	-	-	1,000,000	300,000	300,000
TOTAL REVENUES		\$ -	\$ 1,502,431	\$ 1,001,200	\$ 322,687	\$ 305,000

EXPENDITURES

Activity		Actual Expenditures FY 2020-21	Actual Expenses FY 2021-22	Current Budget FY 2022-2023	Est. Actual FY 2022-2023	Proposed Budget FY 2023-2024
20-11-83900	Other Services & Charges	-	105,500	45,000	52,700	25,000
20-11-88000	Capital Outlay	-	175,148	760,000	806,929	25,000
20-11-83975	Contingency Fund	-	-	196,200	-	255,000
TOTAL EXPENDITURES		\$ -	\$ 280,648	\$ 1,001,200	\$ 859,629	\$ 305,000

MONTGOMERY INTEGRA

insurance services

1019 Waterwood Parkway, Suite E
Edmond, OK 73034
Phone – 281-235-3982
Fax – 405-562-5814

June 5, 2023

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

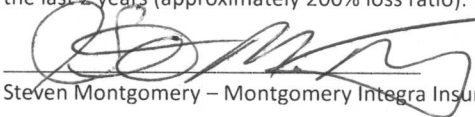
RE: 07/01/2023 Contract

SUBJECT: Employee Benefits Plans – City of Nichols Hills Fiscal Year 07/01/2023 – 06/30/2024

Outline of Plan coverages renewing 07/01/2023 – 06/30/2024 to be serviced by Steven Montgomery, Montgomery Integra Insurance.

- Kempton Group Inc (TPA Administration) - #100014 – Change to New Third Party Administrator – slight rate increase
- Delta Dental - #0002086 – No Plan Changes. Rate increase of 20% due to claims
- VSP Vision Plan - #30049418 – No Plan Changes or Rate Changes
- Dearborn National (Group Life) - #F020238 – No Plan Changes or Rate Changes
- Keystone Flex Plan – No Changes or Cost Changes
- Keystone HRA – No Changes or Cost Changes
- American Fidelity Worksite Benefits – Same Plan Offerings

Changing the Third Party Administrator due to claims payment and reporting issues, as well as new TPA is providing some enhanced benefits for surgical and other procedures at no cost to the members. Dental Insurance had substantial claims over the last 2 years (approximately 200% loss ratio). All other plans have held plan changes and premiums for this renewal.


Steven Montgomery – Montgomery Integra Insurance

06/05/2023
Date

City of Nichols Hills Representative

Date

Attachment: Montgomery (6584 : Employee Health Insurance 2023-2024)

City of Nichols Hills - July 1, 2023 Employee Benefits Enrollment Guide



Montgomery Integra Insurance
1019 Waterwood Parkway, Suite E11
Edmond, OK 73034

steven@montgomeryintegra.com
281-235-3982

Contact Information

Refer to this list when you need to contact one of your benefit vendors. For general information contact HR.

CITY OF NICHOLS HILLS



Contact Name: Sherry Dickson or Amanda Copeland
Contact Phone Number: 405-843-6637
Email Address: sdickson@nicholshills.net

MEDICAL



Provider Name: The Kempton Group Administrators
Provider Phone Number: 800-324-9396
Provider Web Address:
www.KemptonGroup.com

Physician Finder:

<https://www.healthcarehighways.com/provider-search>

****Chose HCH Plus – OK****

DENTAL



Provider Name: Delta Dental Of Oklahoma
Provider Phone Number: 405-607-2100
Provider Web Address: www.deltadentalok.org

LIFE AND AD&D



Provider Name: Dearborn National/BCBS
Dearborn National@ Provider Phone Number: 800-348-4512
Provider Web Address: www.dearbornnational.com

HRA & FLEXIBLE SPENDING ACCOUNT



Provider Name: Keystone Flex Administrators, LLC
 Provider Phone Number: 405-285-1184
 Provider Web Address: www.keystoneflex.com

Vision



Provider Name: VSP — Vision Service Plan
 Provider Phone Number: (800)877-7195
 Provider Web Address: www.vsp.com

Supplemental



Provider Name: American Fidelity
 Provider Phone Number: (800) 662-1113
 Provider Web Address: www.americanfidelity.com

FOR ADDITIONAL INFORMATION AND/OR ASSISTANCE WITH YOUR EMPLOYEE BENEFITS



Provider Name: Montgomery Integra Insurance
 Contact: Steven Montgomery 281-235-3982
steven@montgomeryintegra.com

While City of Nichols Hills is interested and concerned about the health of our employees and their families, we have HIPPA Privacy Compliance obligations which limit us to the information shared. If you are experiencing a claim issue and cannot get it resolved by calling Customer Service with the Insurance Company, we ask that you contact our broker at Montgomery Integra. For assistance with claims issues, Steve will need a copy of your Explanation of Benefits (EOB), your SSN or Member ID and date of birth.

Welcome to Open Enrollment

Elections you make during open enrollment will become effective 07/01/2023.

City of Nichols Hills offers you and your eligible family members a comprehensive and valuable benefits program. We encourage you to take the time to educate yourself about your options and choose the best coverage for you and your family.

Qualifying Events

PLEASE NOTE: Other than the annual Open Enrollment Period, you cannot make changes to your coverage during the year unless you experience a change in family status, such as:

- Gain or loss of coverage. Loss of eligibility of a covered dependent
- Death of your covered spouse or child
- Birth or adoption of a child
- Marriage, divorce, or legal separation

You have 30 days from a change in family status to make changes to your current coverage.

For assistance or questions, please contact:

City of Nichols Hills —Sherry Dickson

PHONE: 405-843-6637 EMAIL: sdickson@nicholshills.net

Who is Eligible?

If you are a City of Nichols Hills full-time employee (working 30 or more hours per week) you are eligible to enroll in the benefits described in this guide. The following family members are eligible for medical, dental coverage: All eligible dependents.

How to Enroll

The first step is to review your current benefit elections. Verify your personal information and make any changes if necessary. Make your benefit elections. Once you have made your elections, you will not be able to change them until the next open enrollment period unless you have a qualified change in status.

When to Enroll

The open enrollment period runs from May 1, 2023 through May 31, 2023. The benefits you elect during open enrollment will be effective from 07/01/2023 through 06/30/2024. We currently are setting up time slots to enroll with our enrollment specialist. They will be available on 05/9, 05/10, at the Administration Offices, and 05/10 at the City Works Building. If you have not been contacted to set up a time to enroll, you can reach out to your supervisor to get this scheduled.

How to Make Changes

Unless you have a qualified change in status, you cannot make changes to the benefits you elect until the next open enrollment period. Qualified changes in status include: marriage, divorce, legal separation, domestic partnership status change, birth or adoption of a child, change in child's dependent status, death of spouse, child or other qualified dependent, change in residence due to an employment transfer for you, your spouse or domestic partner, commencement or termination of adoption proceedings, or change in spouse's or domestic partner's benefits or employment status.

2023 MEDICAL BENEFITS

The Kempton Group Administrators

Medical coverage will be provided by our Claims Administrator The Kempton Group Administrators. The deductible amounts are \$1,000 per Individual and \$2,000 per Family. We will also continue our HRA Benefit of \$650 per Individual / \$1,300 per family and will apply to deductible expenses only.

Plan	The Kempton Group Administrators
Network	Healthcare Highways
Benefits	
EMPLOYEE DEDUCTIBLE (in network Single/Family)	\$1,000.00/\$2,000.00
EMPLOYEE OUT OF POCKET MAXIMUM (includes deductible, Single/Family)	\$4,000.00/\$8,000.00
Coinsurance	20% coinsurance
Primary Care Office Visit Copay	\$25.00 In Network
Specialist Office Visit Copay	\$25.00 In Network
Urgent Care Visit Copay	\$25.00 In Network
Telemedicine Services	20% coinsurance after deductible
Visit with Designated Virtual Visit Network Provider	\$0.00
Rehabilitation Services - Physical, Speech, Occupational Therapy & Muscle Manipulation, Pulmonary & Cardiac Rehabilitation Therapy	\$25.00 copay, 24 visits for pulmonary, physical, occupational, speech, and manipulative, 36 visits cardiac
Prescriptions Drugs	
Preferred/Non-preferred Generic	Tier 1 - \$10.00 copay
Preferred Brand	Tier 2 - \$30.00 copay
Non-Preferred Brand	Tier 3 - \$50.00 copay
Preferred Specialty	
Non-Preferred Specialty	
Emergency Room	\$250.00 copay + 20% coinsurance
Hospital Stay	20% coinsurance after deductible
Outpatient Surgery	20% coinsurance after deductible

For further plan details see Benefit Summary in The Kempton Group packet.

The website for additional information is www.KemptonGroup.com and the customer service number is 1-800-324-9396. If you have additional questions or need personal attention for any of your employee benefit needs, please contact Steve Montgomery at Montgomery Integra. Steve can be reached via e-mail at steven@montgomeryintegra.com or by phone 281-235-3982

Medical Plan Rates

Monthly Elections	Total Billed Monthly Premium	City of Nichols Hills contribution	Per Pay Period Deduction
Employee only	\$675.33	100%	\$0.00
Employee & spouse	\$1,485.71	100% employee rate; 65% of spouse	\$141.82
Employee & child	\$1,249.40	100% employee rate; 65% of child(ren)	\$100.47
Family	\$2,161.07	100% employee rate; 65% of dependents	\$260.00

Health Care and Dependent Care Flexible Spending Accounts Keystone Flex Administrators, LLC

The FSA plan is a voluntary plan funded by the employee for unreimbursed medical expenses such as prescription drugs, co-pays, deductible expenses, coinsurance, out-of-pocket dental expenses, out-of-pocket vision expenses such as glasses, contacts, exams, certain over the counter items, etc.

For Medical Flexible Spending Account, City of Nichols Hills employees can choose to elect a minimum of \$60 and a maximum of \$3,050 annually for this plan based upon their anticipated out-of-pocket medical expenses.

For Dependent Care Spending Account, City of Nichols Hills employees can choose to elect up to the maximum for dependent care, which is \$5,000 per year.

Both of these plans operate on a "use it or lose it" rule. Expenses have to be incurred during the benefit period.

The City of Nichols Hills plan will run from 7/1/2023 to 6/30/2024, however, there is a 2 1/2 month grace period which allows employees to be able to incur expenses from 7/1/2023 to 9/15/2024 for this 2023 plan year, with a 90 day "run out" which means all claims must be filed no later than 9/30/2024, or all remaining funds will be lost. Claim forms should be submitted to Keystone Flex for reimbursement

HRA — Health Reimbursement Arrangement Keystone Flex Administrators, LLC

The City of Nichols Hills HRA will reimburse up to \$650 per employee with no more than 2 per family (for family coverage). You are required to meet the first \$350 of the deductible, and then the plan pays from \$351 up to \$1,000 of In-Network Charges. For reimbursement you must submit an Explanation of Benefits from the insurance carrier along with the appropriate claim form to Keystone Flex for reimbursement.

2023 Dental Benefits

Delta Dental of Oklahoma

You will continue to pay the dependent cost through bi-weekly payroll deductions. This plan allows you to seek treatment from both In-Network and Out of Network dental providers, however it is in your best financial interest to seek an in-network dentist.

Delta Dental of Oklahoma		
Type of Service	In - Network	Out-of-Network
Preventative Services	100% (Deductible does not apply)	100%
Deductible	\$50 Individual/\$150 Family	
Basic Services	80%	80%
Major Services	60%	60%
Annual Maximum	\$2,000 Per Person	
Orthodontic Services	50%	50%
Orthodontic Lifetime Maximum	\$1,000 Per Person	

See Attached Delta Dental Plan Summary

The website for additional information is www.deltadentalok.org and the customer service phone number is 405-607-2100. If you have additional questions or need personal attention for any of your employee benefit needs, please contact Steve Montgomery at MontgomeryIntegra.com. Steve can be reached via e-mail at steven@montgomeryintegra.com or by phone 281-235-3982

Monthly Elections	Monthly Premium	City of Nichols Hills contribution	Per Pay Period Deduction
Employee only	\$51.68	100%	So
Employee/Spouse	\$103.32	100% employee rate; 0% of dependents	\$25.82
Employee/Child(ren)	\$148.10	100% employee rate; 0% of dependents	\$48.21
Family	\$187.78	100% employee rate; 0% of dependents	\$68.05

Delta Dental Program Highlights

For Employees of **CITY OF NICHOLS HILLS • 0002086**

Delta Dental PPO – Plus Premier • July 2020

Your Program Highlights provides a brief description of the most important features of your group's dental benefits program. If you have more specific questions regarding your benefits, please contact Delta Dental of Oklahoma's Customer Service Department at **405-607-2100 (OKC Metro)** or **800-522-0188 (Toll Free)**.

Dental benefits for participants and covered dependents are payable for eligible dental treatment not otherwise limited or excluded, and shall be paid in accordance with the benefit provisions of your plan, as follows:

Percent Payable for Covered and Allowable Dental Services

Class I: Diagnostic and Preventive Services	100%
Class II: Basic Services such as amalgam and composite fillings	80%
Class III: Major Services such as crowns, dentures and implants	60%
Class IV: Orthodontic Services are available to dependent children under age twenty-six (26)	50%

Deductible and Maximum Amounts

Annual Maximum Benefit and Deductible Accumulation Period	July 1 - June 30
Annual Deductible Per Person – applies to Classes II and III	\$50*
Annual Maximum Benefit Per Person – applies to Classes I, II and III combined	\$2,000**
Lifetime Maximum Benefit Payment Per Child – applies to Class IV only	\$1,000

*Family Deductible not to exceed 3 times the Annual Deductible Per Person.

**Benefits paid by the plan for covered oral evaluations and routine prophylaxis (cleanings) will not reduce your Annual Maximum Benefit Per Person for Classes I, II and III combined services.

Endodontics, Periodontics and Oral Surgery are covered benefits under Class III Services.

Eligible dependent children can be covered to age twenty-six (26).

The information contained herein is not intended as a Summary Plan Description nor is it designed to serve as Evidence of Coverage for this program. Some benefits are subject to limitations such as age of patient, frequency of procedure, exclusions, etc.

Your dental benefits program allows payment for eligible services performed by any properly licensed dentist. However, maximum savings and lower out-of-pocket expenses are achieved when treatment is provided by a Delta Dental participating dentist. Below is an illustration of a typical 100/80/50/50 plan, assuming annual deductible has been satisfied.

Delta Dental PPO participating dentist		Delta Dental Premier participating dentist		Out-of-Network dentist	
Dentist Charge	\$100	Dentist Charge	\$100	Dentist Charge	\$100
PPO Maximum Allowable	\$70	Premier Maximum Allowable	\$85	Prevailing Fee	\$75
Plan pays 80% of PPO Allowable	\$56	Plan pays 80% of Premier Allowable	\$68	Plan pays 80% of Prevailing Fee	\$60
You pay 20% of PPO Allowable	\$14	You pay 20% of Premier Allowable	\$17	You pay Balance of the dentist charge	\$40

How to use your dental program:

Call the dental office of your choice and make an appointment. During your first appointment be sure to provide your dentist with the following information:

- Your Group name
- Your Group number
- The employee's social security or member ID number

Your dental program allows you to:

- Change dentists and visit a specialist of your choice at any time without preapproval
- Select a different dentist for each member of your family
- Receive dental care anywhere in the world

Find a Delta Dental participating dentist:

Two-thirds of the nation's practicing dentists are Delta Dental participating dentists. To find a participating dentist, refer to our National Dentist Directory at www.DeltaDentalOK.org or call Delta Dental's Customer Service Department at 405-607-2100 (OKC Metro) or 800-522-0188 (Toll Free).

Benefit Payment Procedure

Delta Dental pays participating dentists directly. You are responsible for any co-insurance percentages, deductible amounts, charges for non-covered services and amounts in excess of your annual maximum benefit. A Delta Dental participating dentist cannot charge you for amounts payable by Delta Dental. If you obtain treatment from a nonparticipating dentist, you may have to pay the entire bill in advance. Delta Dental will directly reimburse you, or any other participant or beneficiary, if required by law, up to your plan's maximum allowable amount.

The advantage of predetermination

If you are scheduled for dental treatment that will cost more than \$250, your dentist can request a predetermination of benefits by Delta Dental to determine if the proposed treatment is covered under your program, approximately how much the service will cost and your estimated share of the cost.

Filing your claim

A Delta Dental participating dentist will file your claim at no charge. If necessary, a printable claim form may be obtained on our website at www.DeltaDentalOK.org. Completed claim forms should be submitted to the address below:

Delta Dental of Oklahoma - Claims Processing Center
P.O. Box 548809
Oklahoma City, OK 73154-8809

Basic Life Insurance

Life insurance can help provide for your loved ones if something were to happen to you. Your employer provides full-time employees with the basic life and AD&D benefit as outlined below:

Life Insurance	AD&D
\$50,000	\$50,000

City of Nichols Hills provides this benefit to full-time employees who work at least 40 hours with group life and accidental death and dismemberment (AD&D) insurance, and pays the full cost of this benefit.

Dependent Rider can be added for an additional cost of \$1.02 per pay period in the following amounts:

Spouse - \$10,000	Dependent Child(ren - \$5,000
-------------------	-------------------------------

Supplemental Life Insurance

While City of Nichols Hills offers basic life and AD&D insurance, some employees may want to purchase additional coverage. Think about your personal circumstances. Are you the sole provider for your household? What other expenses do you expect in the future (for example, college tuition for your child)? Depending on your needs, you may want to consider buying supplemental coverage.

Age	0-24	25-29	Monthly Rates for	35-39	Rider supplemental		Life Insurance (rate per \$1,000)					
			30-34		40-44	45-49	50-54	55-59	60-64	65-69	70-74	
	0.113	0.120	0.146	0.179	0.263	0.506	0.770	1.340	1.393	2.358	3.843	
	0.037	0.047	0.066	0.099	0.158	0.255	0.413	0.637	0.992	1.693		
Child	0.224 per \$1,000 of coverage for Life Insurance and \$0.58 for AD&D											

With supplemental life insurance, you are responsible for paying the full cost of coverage through your payroll deductions. You can purchase coverage for yourself in \$10,000 increments up to a maximum of 5X your annual salary or \$500,000. Your spouse can purchase coverage in \$5,000 increments up to 50% of

Monthly Rates for Non-Smoker Supplemental Life Insurance (rate per \$1,000)											
Age	0-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
EE	0.062	0.081	0.099	0.156	0.234	0.361	0.603	0.806	1.336	2.188	*
SP	0.037	0.047	0.066	0.099	0.158	0.255	0.413	0.637	0.992	1.693	*
Child	0.224 per \$1,000 of coverage for Life Insurance and \$0.58 for AD&D										

Monthly Rates for Smoker Supplemental Life Insurance (rate per \$1,000)											
Age	0-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74
EE	0.113	0.120	0.146	0.179	0.263	0.506	0.770	1.340	1.393	2.358	3.843
SP	0.037	0.047	0.066	0.099	0.158	0.255	0.413	0.637	0.992	1.693	*
Child	0.224 per \$1,000 of coverage for Life Insurance and \$0.58 for AD&D										

employee's election or \$250,000. You can purchase \$10,000 for \$1.12 or \$20,000 for \$2.24 for your children.

Additional employee and spousal AD&D insurance is \$0.049 per \$1,000.

Once a year, you should evaluate your assigned beneficiary. If you have had a life change during the year, you may want to change your beneficiary designation. Contact Human Resources at any time, should you elect to update your beneficiary.

Voluntary Products for 2022

Voluntary V SP Vision Plan

We have increased the Frames limited for 2022 vision benefits effective July 1, 2022. This plan is offered through VSP and you can search for providers at www.vsp.com.

YOUR VSP VISION BENEFITS SUMMARY

CITY OF NICHOLS HILLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Choice

EFFECTIVE DATE:

07/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	Focuses on your eyes and overall wellness	\$10	Every 12 months
PRESCRIPTION GLASSES		\$25	See frame and lenses
FRAME	\$150 allowance for a wide selection of frames \$170 allowance for featured frame brands 20% savings on the amount over your allowance	Included in Prescription Glasses	Every 24 months
LENSES	- Single vision, lined bifocal, and lined trifocal lenses - Impact-resistant lenses for dependent children	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	- Standard progressive lenses - Premium progressive lenses - Custom progressive lenses - Average savings of 20-25% on other lens enhancements	\$0 \$95 - \$105 \$150 - \$175	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	\$130 allowance for contacts; copay does not apply - Contact lens exam (fitting and evaluation)	Up to \$60	Every 12 months
PRIMARY EYECARE	As a VSP member, you can visit your VSP doctor for medical and urgent eyecare. Your VSP doctor can diagnose, treat, and monitor common eye conditions like pink eye, and more serious conditions like sudden vision loss, glaucoma, diabetic eye disease, and cataracts. Ask your VSP doctor for details.	\$20	As needed
EXTRA SAVINGS	Glasses and Sunglasses - Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. Retinal Screening - No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam Laser Vision Correction - Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities		
YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS			
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.			
Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.			

Log in to vsp.com to find an in-network provider based on your plan type.

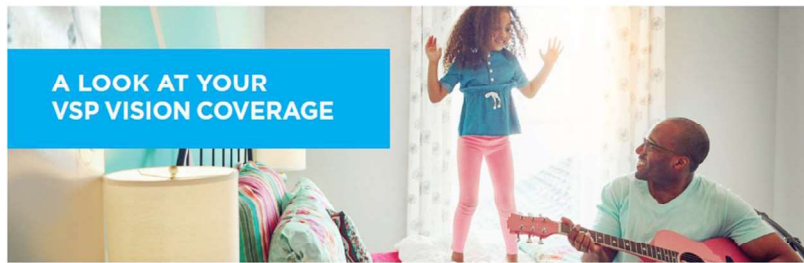
*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for Life, Eyeconic, and WellVision Exam are registered trademarks. VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

Customer Service: (800) 877-7195

Provider Locator: (800) 877-7195 or go to www.vsp.com



**SEE HEALTHY AND LIVE HAPPY
WITH HELP FROM CITY OF NICHOLS HILLS AND
VSP.**



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

It's easy to find a nearby in-network doctor. Maximize your coverage with bonus offers and savings that are exclusive to Premier Program locations—including thousands of private practice doctors and over 700 Visionworks retail locations nationwide.



**USING YOUR BENEFIT IS
EASY!**

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam™—a comprehensive exam designed to detect eye and health conditions.

GET YOUR PERFECT PAIR

EXTRA \$20 + **UP TO 40%**
TO SPEND ON **FEATURED FRAME BRANDS*** SAVINGS ON LENS ENHANCEMENTS

bebe CALVIN KLEIN COLE HAAN FLEXON
LACOSTE NIKE NINE WEST

SEE MORE BRANDS AT VSP.COM/OFFERS

EXCLUSIVE MEMBER EXTRAS

Enroll today.

Contact us: 800.877.7195 or vsp.com

VSP Rates:

Monthly Elections	Monthly Premium	City of Nichols Hills contribution	Per Pay Period Deduction
Employee only	\$9.33	0%	\$4.67
Employee/Spouse	\$14.93	0% employee rate; 0% of dependents	\$7.47
Employee/Child(ren)	\$15.24	0% employee rate; 0% of dependents	\$7.62
Family	\$24.57	0% employee rate; 0% of dependents	\$12.29

American Fidelity Ancillary Products

City of Nichols Hills will now offer the following Voluntary Group Products through American Fidelity:

- Voluntary Short/Long Term Disability Policy
- Accident Protection
- Cancer Protection 2 Plan Options with Optional Critical Illness Rider
- Critical Illness Protection
- Hospital Intensive Care Protection
- Hospital Protection
- Voluntary Term Life & AD&D Insurance

These are stand-alone voluntary products and the full premium is paid by the employee. See rate sheets provided by American Fidelity for pay period deductions. All American Fidelity product information will be provided upon request, including detailed information on each product and the applicable rates at the time.

If you have additional questions or need personal attention for any of your employee benefit needs, please contact Steve Montgomery at Montgomery Integra Insurance. Steve can be reached via e-mail at steven@montgomeryintegra.com or by phone 281-235-3982.

The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by the employer. The text contained in this guide was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the guide and actual plan documents, the actual plan documents will prevail. Information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about the guide, please contact HR.



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/12/2023

INVOICE

Mail To: City of Nichols Hills 6407 Avondale Dr. Nichols Hills, Oklahoma 73116-6403	Insured: City of Nichols Hills Policy No.: PRO140051906 Policy Type: Property Effective Date: 7/1/2023 Expiration Date: 7/1/2024
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Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$17,478.00	\$17,478.00
			Current Amount Due	\$17,478.00
Total Policy Balance Before Payment: \$69,912.00			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140051906 Insured: City of Nichols Hills	Amount Due: \$17,478.00 Payment Due By: 7/1/2023
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PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: Nichols Hills PRO140051906 Renewal Invoice and Letter 20230512 (6643 : Property & Liability Ins for FY 23-24)



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

9.d.a

May 12, 2023

Lindy Hough
City of Nichols Hills
6407 Avondale Dr.
Nichols Hills, Oklahoma 73116-6403

RE: City of Nichols Hills, Policy Number PRO140051906

Your OMAG Municipal Property Protection Plan (MPPP) renewal has been processed, enclosed you will find your invoice. All other policy documents can be accessed on the OMAG Policy Portal.

The total premium for your MPPP renewal is \$69,912.00. You may pay your premium in full, semi-annual or quarterly installments. The initial payment is due by the effective date of your MPPP policy. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Due to varying factors, you may notice a 5% increase or higher in premium. If you would like additional information regarding this, please contact me at 405-657-1442.

Sincerely,

Chris Webb
Underwriting Director

Attachment: Nichols Hills PRO140051906 Renewal Invoice and Letter 20230512 (6643 : Property & Liability Ins for FY 23-24)



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/10/2023

INVOICE

Mail To: City of Nichols Hills 6407 Avondale Dr. Nichols Hills, Oklahoma 73116-6403	Insured: City of Nichols Hills Policy No.: GLA140054006 Policy Type: General Liability/Auto Effective Date: 7/1/2023 Expiration Date: 7/1/2024
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Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$20,210.25	\$20,210.25
			Current Amount Due	\$20,210.25
Total Policy Balance Before Payment: \$80,841.00			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: GLA140054006	Amount Due: \$20,210.25
Insured: City of Nichols Hills	Payment Due By: 7/1/2023

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: 2 GLA140054006 Renewal Invoice and Letter 20230510 (6643 : Property & Liability Ins for FY 23-24)



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

9.d.b

May 10, 2023

Lindy Hough
City of Nichols Hills
6407 Avondale Dr.
Nichols Hills, Oklahoma 73116-6403

RE: City of Nichols Hills - Policy GLA140054006

Your OMAG Municipal Liability Protection Plan (MLPP) renewal has been processed, enclosed you will find your invoice. All other policy documents can be accessed on the OMAG Policy Portal.

The total premium for your MLPP renewal is \$80,841.00. You may pay your premium in full, semi-annual or quarterly installments. The initial payment is due by the effective date of the MLPP policy. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

Due to varying factors, you may notice a 5% increase or higher in premium. Additionally, premium increases from mid-term changes will no longer be waived. If you would like additional information regarding this, please contact me at 405-657-1442.

Sincerely,

Chris Webb
Underwriting Director

Attachment: 2 GLA140054006 Renewal Invoice and Letter 20230510 (6643 : Property & Liability Ins for FY 23-24)



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

9.d.c

Date of Invoice: 5/31/2023

INVOICE

Mail To: City of Nichols Hills 6407 Avondale Dr. Nichols Hills, Oklahoma 73116-6403	Insured: City of Nichols Hills Policy No.: BND720447705 Policy Type: Bond Effective Date: 7/1/2023 Expiration Date: 7/1/2024
--	--

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$612.50	\$612.50
			Current Amount Due	\$612.50
Total Policy Balance Before Payment: \$612.50			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: BND720447705 Insured: City of Nichols Hills	Amount Due: \$612.50 Payment Due By: 7/1/2023
--	--

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: Nichols Hills BND720447705 Invoice 20230531 (6643 : Property & Liability Ins for FY 23-24)



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9.d.d

Date of Invoice: 6/1/2023

INVOICE

Mail To: City of Nichols Hills 6407 Avondale Dr. Nichols Hills, Oklahoma 73116-6403	Insured: City of Nichols Hills Policy No.: BND7202295305 Policy Type: Bond Effective Date: 7/1/2023 Expiration Date: 7/1/2024
--	---

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$458.40	\$458.40
			Current Amount Due	\$458.40
Total Policy Balance Before Payment: \$458.40			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: BND7202295305 Insured: City of Nichols Hills	Amount Due: \$458.40 Payment Due By: 7/1/2023
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PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: 4 BND7202295305 Invoice 20230601 (6643 : Property & Liability Ins for FY 23-24)



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

9.d.e

Date of Invoice: 6/1/2023

INVOICE

Mail To: City of Nichols Hills 6407 Avondale Dr. Nichols Hills, Oklahoma 73116-6403	Insured: City of Nichols Hills Policy No.: BND7204045105 Policy Type: Bond Effective Date: 7/1/2023 Expiration Date: 7/1/2024
--	---

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$927.50	\$927.50
			Current Amount Due	\$927.50
Total Policy Balance Before Payment: \$927.50			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: BND7204045105 Insured: City of Nichols Hills	Amount Due: \$927.50 Payment Due By: 7/1/2023
---	--

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: 5 BND7204045105 Invoice 20230601 (6643 : Property & Liability Ins for FY 23-24)



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9.d.f

Date of Invoice: 5/31/2023

INVOICE

Mail To:

City of Nichols Hills
6407 Avondale Dr.
Nichols Hills, Oklahoma 73116-6403

Insured: City of Nichols Hills
Policy No.: BND7204655005
Policy Type: Bond
Effective Date: 7/1/2023
Expiration Date: 7/1/2024

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2023	Renewal	\$612.50	\$612.50
			Current Amount Due	\$612.50
Total Policy Balance Before Payment: \$612.50			Payment Due By	7/1/2023

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: BND7204655005
Insured: City of Nichols Hills

Amount Due: \$612.50
Payment Due By: 7/1/2023

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083

Attachment: 6 BND7204655005 Invoice 20230531 (6643 : Property & Liability Ins for FY 23-24)



Bond Renewal for 2023-2024

CITY OF NICHOLS HILLS

PUBLIC EMPLOYEE FAITHFUL PERFORMANCE BLANKET POSITION
BOND (7)

BOND NUMBER 72022953

EFFECTIVE DATE: 07/01/2023

EXPIRATION DATE 07/01/2024

PENALTY: \$100,000.00

This form will serve as Bond Renewal

INSURING CLAUSE:

Faithful Performance Blanket Position Bond coverage.

Insures against loss sustained by the insured through any Dishonest act committed by any of the employees and failure to faithfully perform their duties. The amount of recovery on each employee is the stated limit of liability.

This form does not replace the original written bond and/or any Change Notices or Riders pertaining to this bond.



BOND RENEWAL FOR 2023-2024

CITY OF NICHOLS HILLS

**CITY TREASURER BOND
G.P. JOHNSON HIGHTOWER**

**BOND NUMBER 72040451
EFFECTIVE DATE : 07/01/2023
EXPIRATION DATE : 07/01/2024**

\$250,000.00 PENALTY

INSURING CLAUSE:

**THIS CITY TREASURER BOND IS ISSUED FOR INDEFINITE
TERM BUT IS INVOICED ANNUALLY.**

**This form does not replace the original written
bond and/or any Change Notices or Riders
pertaining to this bond.**

This form will serve as renewal for calendar year.



May 31, 2023

Lindy Hough
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116-6403

RE: City of Nichols Hills
WCV140017107

Enclosed is your OMAG Workers' Compensation Plan (WC Plan) renewal policy along with the following information:

- The "Escrow Use Form" which indicates the Escrow Balance. If escrow is being used, this form must be completed, signed, and returned to OMAG. If you elect to use Escrow Funds towards the premium balance, a copy of the approving council minutes must accompany this form.
- Renewal Invoice. Premium payment is due **July 1, 2023**.
- Claims Packet

The claims packet and First Report of Incident (FROI) can also be found on the OMAG Policy Portal at the OMAG website at <https://www.omag.org/origami>.

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800) 234-9461. Please refer to the claims packet for further information.

Since 1984, OMAG has partnered with CompSource Mutual, Inc. in providing our members with workers' compensation benefits for their employees through a plan that provides prompt and courteous claims administration.

OMAG is an organization created, owned, and governed by the cities and town we serve, and it is our pleasure to serve you. We appreciate your support and participation in OMAG's Workers' Compensation Plan. Any questions regarding the renewal should be directed to myself or Chris Webb, Underwriter Director at (800) 234-9461 or (405) 657-1400.

Sincerely,

Tina Kliewer
Workers' Comp. Program Manager



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9.e.a

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140017107

Policy Period: From 7/1/2023 To 7/1/2024

12.01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03427611

Named Insured and Address:

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116-6403

Agent:

OMAG
3650 S. BOULEVARD
EDMOND OK 73013
Telephone: 405-657-1400

Business Description: AGGREGATE DEDUCTIBLE

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Net Premium: \$148,979.00

OMAG Admin. Fee: \$16,239.00

Total Premium: \$165,218.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 5/31/2023

Attachment: WC Renewal Packet (6641 : 9 Workers Comp Renewal 2023-2024)



WORKERS' COMPENSATION
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Nichols Hills

Policy Number: WCV140017107

Plan Type: AGGREGATE DEDUCTIBLE

Additional Named Plan Member: Nichols Hills Public Works Authority

ISSUE DATE: 5/31/2023



Workers' Compensation Classification Codes

Aggregate Deductible Plan

Member: City of Nichols Hills		Payroll Period: 01/01/2022 To 12/31/2022				
Policy Period: 7/1/2023 To 7/1/2024		Policy Number: WCV140017107				
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	Rate	Prem
5611	Street or Road Construction or Maintenance & Drivers (5611)	142,743.00	3.00	0.00	10.82	10,751
7520	Waterworks Operation & Drivers (7520)	397,461.00	7.00	0.00	3.41	9,441
7710	Firefighters & Drivers (7710)	1,505,991.00	14.00	0.00	4.37	45,841
7720	Police Officers & Drivers, Reserve Officers (7720)	1,755,631.00	23.00	0.00	4.70	57,481
9403	Trash, Garbage or Refuse Collection & Drivers (9403)	424,018.00	10.00	0.00	6.28	18,541
9410	Municipal or Township Employees NOC (9410)	1,559,746.00	21.00	0.00	2.13	23,141
	Totals:	5,785,590.00	78.00	0.00		165,211

Attachment: WC Renewal Packet (6641 : 9 Workers Comp Renewal 2023-2024)

CERTIFICATE OF COVERAGE

9.e.a

PRODUCER

OMAG
3650 S. Boulevard
EDMOND, OK 73013

COMPANIES AFFORDING COVERAGE

OMAG

ADDITIONAL NAMED PARTICIPANT

Nichols Hills Public Works Authority

NAMED PARTICIPANT

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116-6403

COVERAGES

This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.

TYPE OF COVERAGE			POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS			
GENERAL LIABILITY						General Aggregate		None	
	COMMERCIAL GL					Each Occurrence		\$1,000,000	
	PERSONAL INJURY					Aggregate: C, D		\$2,000,000	
	ERRORS & OMMISSIONS					Each Occurrence		\$1,000,000	
AUTOMOBILE LIABILITY									
	SCHEDULED AUTOS					General Aggregate		None	
	HIRED/NON-OWNED AUTOS					Each Occurrence		\$1,000,000	
AUTOMOBILE PHYSICAL DAMAGE						Per Schedule			
	Scheduled Autos								
	Non-Owned Autos								
	Auto Liability, General Liability, Personal Injury, Errors & Omissions					Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence			
	Property					Value Deductible Cause Of Loss Valuation		\$ \$ Special Form Replacement Cost Included	
	Equipment Breakdown								
	Mobile Equipment					Value		\$	
	Misc/Veh Equip					Value		\$	
	Contractors Equip Leased or Rented					Value		\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV140017107	7/1/2023	7/1/2024		WC Statutory Limits	X	Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:		INCL:	X				EL Each Accident		\$100,000
		EXCL:	X				EL Disease – Policy Limit		\$500,000
							EL Disease – EA		\$100,000
							Employee		

Attachment: WC Renewal Packet (6641 : 9 Workers Comp Renewal 2023-2024)

CERTIFICATE OF COVERAGE

9.e.a

PRODUCER

OMAG
3650 S. Boulevard
EDMOND, OK 73013

COMPANIES AFFORDING COVERAGE

OMAG

ADDITIONAL NAMED PARTICIPANT

Nichols Hills Public Works Authority

NAMED PARTICIPANT

City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116-6403

COVERAGES

This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all terms, conditions and exclusions of such coverage documents.

TYPE OF COVERAGE			POLICY #	EFFECTIVE DATE	EXPIRY DATE	LIMITS			
GENERAL LIABILITY						General Aggregate		None	
	COMMERCIAL GL					Each Occurrence		\$1,000,000	
	PERSONAL INJURY					Aggregate: C, D		\$2,000,000	
	ERRORS & OMMISSIONS					Each Occurrence		\$1,000,000	
AUTOMOBILE LIABILITY									
	SCHEDULED AUTOS					General Aggregate		None	
	HIRED/NON-OWNED AUTOS					Each Occurrence		\$1,000,000	
AUTOMOBILE PHYSICAL DAMAGE						Per Schedule			
	Scheduled Autos								
	Non-Owned Autos								
	Auto Liability, General Liability, Personal Injury, Errors & Omissions					Losses Subject to The Oklahoma Governmental Tort Claims Act: \$25,000 Each Property Damage Loss Per Occurrence, Including Fire Legal \$125,000 Each Other Loss Per Occurrence \$1,000,000 Aggregate Per Occurrence			
	Property					Value Deductible Cause Of Loss Valuation		\$ \$ Special Form Replacement Cost Included	
	Equipment Breakdown								
	Mobile Equipment					Value		\$	
	Misc/Veh Equip					Value		\$	
	Contractors Equip Leased or Rented					Value		\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV140017107	7/1/2023	7/1/2024		WC Statutory Limits	X	Other: X
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:		INCL:	X				EL Each Accident		\$100,000
		EXCL:	X				EL Disease – Policy Limit		\$500,000
							EL Disease – EA Employee		\$100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS									
CERTIFICATE HOLDER			CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, OMAG will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon OMAG, its agents or representatives, or the issuer of this certificate.						
Oklahoma Water Resources Board 3800 N. Classen Blvd. Oklahoma City, OK 73118									
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.			AUTHORIZED REPRESENTATIVE 5/31/2023						

Attachment: WC Renewal Packet (6641 : 9 Workers Comp Renewal 2023-2024)



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405.657.1400 • 800.234.9461 • FAX 405.657.1401

9.e.a

Invoice No. 14714

Date of Invoice: 5/31/2023

INVOICE-Workers' Compensation Aggregate Deductible Plan

Mail To: Nichols Hills 6407 Avondale Dr. Nichols Hills, OK 73116-6403	Insured: City of Nichols Hills Policy No.:WCV140017107 Effective Date: 7/1/2023 Expiration Date: 7/1/2024
--	--

Inst. No.	Date	Transaction Type	Amount
1	7/1/2023	Renewal	\$41,304.50

Est. Annual Premium: 74,472.00

Aggregate Ded. Amt: 74,507.00

OMAG Admin. Fee: 16,239.00

Total Premium: 165,218.00

Total Policy Balance Before Payment:

\$165,218.00

Current Amount Due:

\$41,304.50

Payment Due By:

7/1/2023

Thank you for your business. If you have questions about your account, please call 1-800-234-9461 or 405-657-1400.

Detach along the perforation below. Keep top portion for your records.

Return bottom portion with your remittance.

Policy Number: WCV140017107 Insured Name: City of Nichols Hills Invoice Number: 14714	Amount Due: \$41,304.50 Payment Due By: 7/1/2023
---	---

PLEASE REMIT PAYMENT TO:

OMAG

P. O. Box 3091

Edmond, OK 73083

Attachment: WC Renewal Packet (6641 : 9 Workers Comp Renewal 2023-2024)

Memo

Date: 6/7/2023

To: Shane Pate, City Manager

Michael Taylor, Assistant City Manager

From: Kevin Boydston, Fire Chief

RE: Donation Item

The Fire Department is requesting permission to donate the equipment listed below to Oklahoma County District 2 in conjunction with Oklahoma County Emergency Management to utilize for an Oklahoma County volunteer fire department.

- (1) 1991 Pierce Arrow fire engine. VIN# 4PICA02DOMA000470. This item was approved for surplus during the November 8, 2022 City Council meeting.

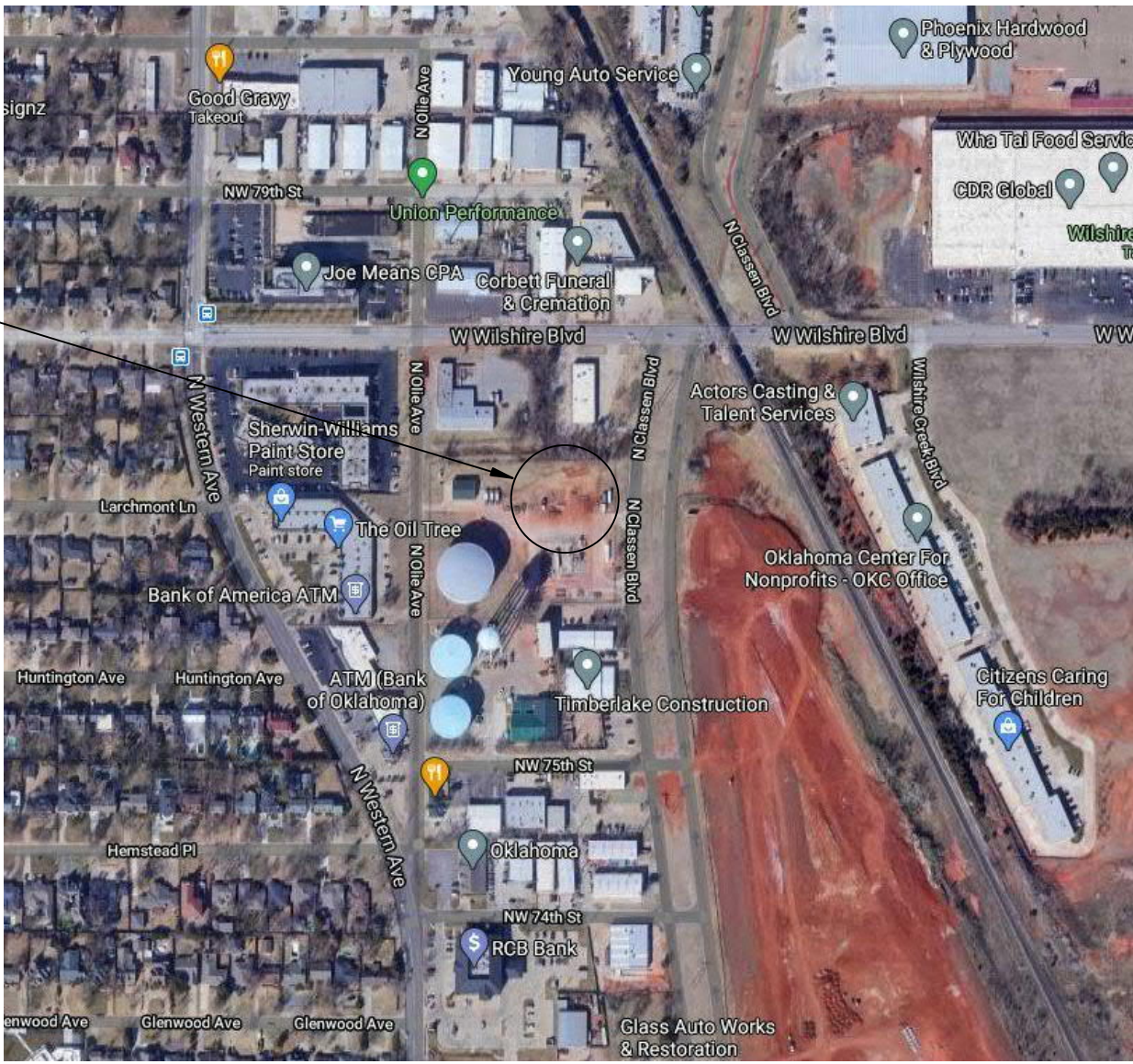
City of Nichols Hills

Fire Training Tower

Nichols Hills, Oklahoma

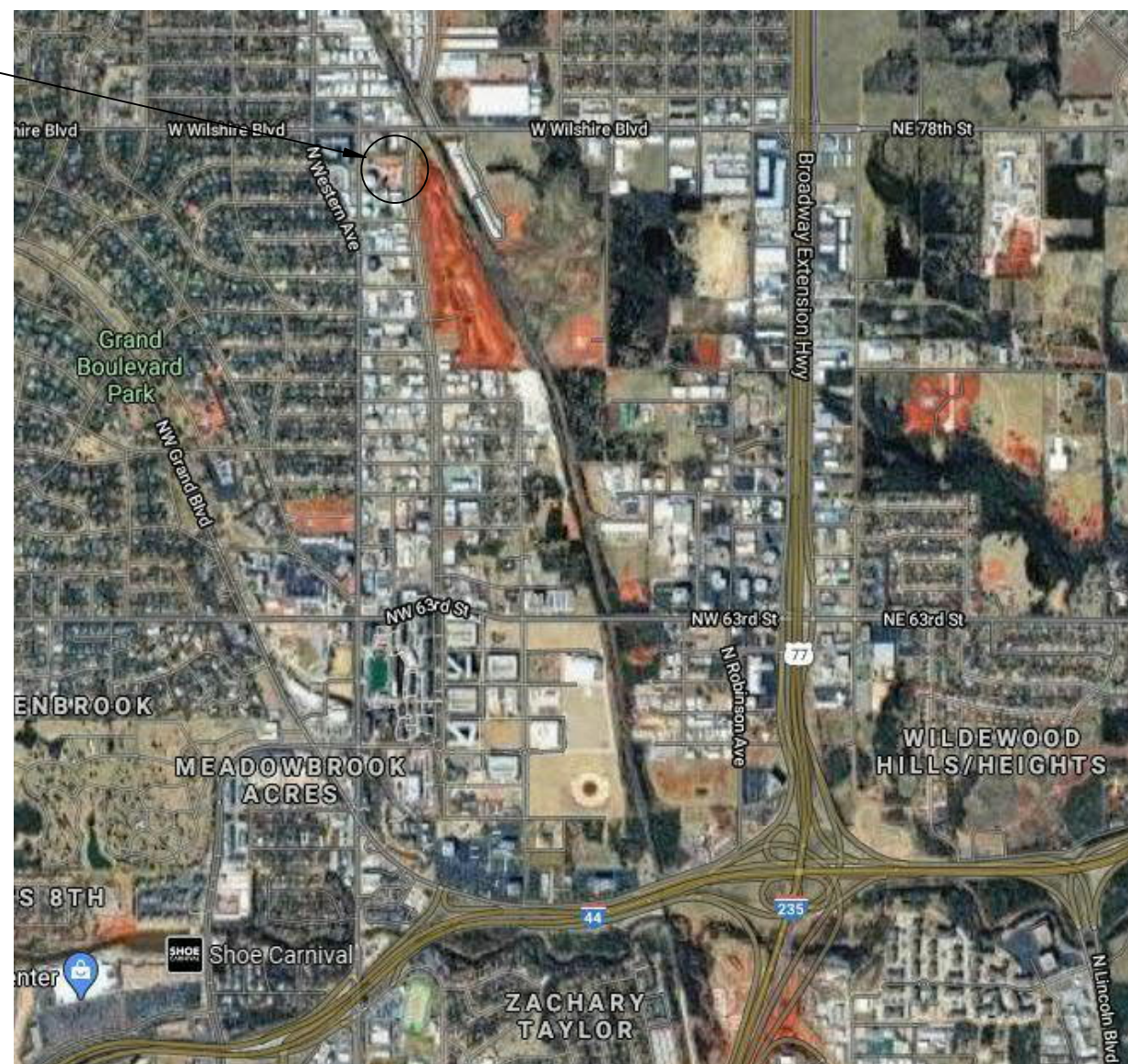


NICHOLS HILLS FIRE
STATION TOWER



AREA MAP

PROJECT LOCATION —
7701 N CLASSEN BLVD,
OKLAHOMA CITY, OK 73116



VICINITY MAP

Construction Documents

June 7, 2023



OKLAHOMA CERTIFICATE
OF AUTHORIZATION
P.E. # 1072
EXP. 06/30/24

TRAINING TOWER

SITE DESCRIPTION

The fire training tower is proposed at the Nichols Hills municipal water tower site on the west side of N. Classen Blvd. approximately 400 feet south of W. Wilshire Blvd. The location on the site is occupied by any permanent structures and is used primarily for outdoor material storage. The site is fenced and access controlled.

UTILITIES

All required utilities are in place on the site. The project will include extending a six-inch water line to a point near the proposed tower for training uses.

ACCESS

As mentioned previously, the site is currently fenced and has site access control. No new drives or curb cuts are planned.

SITE IMPROVEMENTS

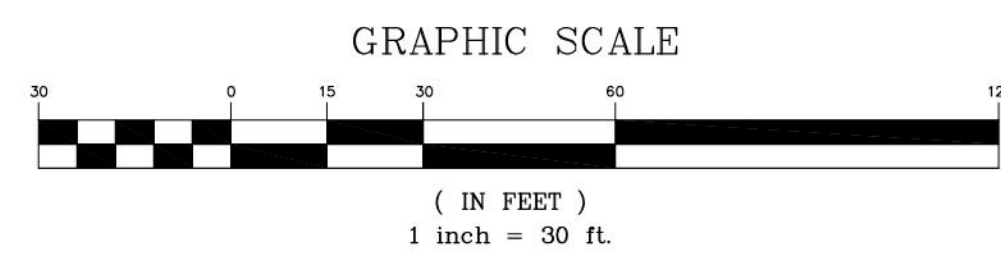
Site improvements will consist of a concrete apron approximately 100' by 75' surrounding the new fire training tower for vehicle placement. Other improvements will include a 10' by 15' concrete pad for a temporary storage shed and a 30' by 45' area set aside for a future secondary operations building. As noted previously, a new fire hydrants will be installed near the concrete apron for training purposes. New concrete pavement approximately 153' by 42', will be constructed between the concrete apron and existing pavement for all weather access to the training tower. A back flow preventer and vault will be installed on the west side of the property near N. Olie Ave.

SHEET INDEX - FIRE STATION TOWER

NUMBER	TITLE
GENERAL	
G-001.1	COVER SHEET
CIVIL	
V-101W	ORIGINAL SURVEY
C-001W	GENERAL NOTES, LEGEND AND ABBREVIATIONS
CS101W	SITE AND JOINTING PLAN
CG101W	GRADING PLAN
CU101W	FIRE LINE PLAN
C-503W	CIVIL DETAILS
C-504W	CIVIL DETAILS
ARCHITECTURE	
FT100	FIRE TRAINING TOWER FLOOR PLANS
FT200	FIRE TRAINING TOWER ELEVATIONS
ELECTRICAL	
E-001	LEGEND, ABBREVIATIONS & MOUNTING HEIGHT DETAIL FIRE TRAINING TOWER
EP-101	FIRE TRAINING TOWER ELECTRICAL INTERIOR LIGHTING AND POWER PLANS

5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

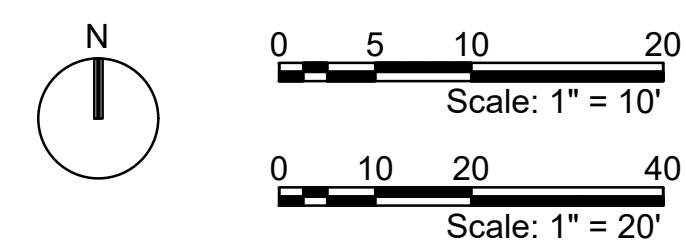


[illegible]

C-001W



2 ENLARGED JOINT PLAN
SCALE 1" = 10'



A. REFER TO SHEET V-101W FOR BASIS OF VERTICAL AND HORIZONTAL CONTROL.

B. REFER TO SHEET C-001W FOR ADDITIONAL NOTES AND REQUIREMENTS

C. DIMENSIONS SHOWN ARE TO FACE OF CURB/EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

D. AT THE CONTRACTOR'S OPTION, DOWELED CONSTRUCTION JOINTS MAY BE SUBSTITUTED FOR DOWELED EXPANSION JOINTS REFER TO NOTE E, BELOW, REGARDING CHANGES IN THE JOINTING PLAN.

E. CONTRACTOR MAY NOT DEVIATE FROM THE SITE JOINTING PLAN SHOWN WITHOUT CONTACTING THE A/E AND RECEIVING APPROVAL FOR THE DEVIATION PRIOR TO CONSTRUCTION OF THE PAVEMENT IN QUESTION. IF THE CONTRACTOR REQUESTS A DESIGN CHANGE, THE REQUEST MUST INCLUDE A DRAWING OF THE CONTRACTOR'S PROPOSED REVISIONS TO THE SITE JOINTING PLAN AND AN EXPLANATION FOR THE REQUESTED REVISION. THE A/E IS NOT REQUIRED TO APPROVE ANY REQUEST FOR CHANGES TO THE SITE JOINTING PLAN SHOWN. SHOULD THE CONTRACTOR DEVIATE FROM THE SITE JOINTING PLAN SHOWN WITHOUT RECEIVING A/E APPROVAL AND BE DISCOVERED BY THE SITE JOINTING PLAN SHOWN SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

TEJ = THICKENED EDGE JOINT PCC TO EXIST. ASPH
RE:15/C-503W

TEJ1 = THICKENED EDGE JOINT PCC TO PCC,
RE:9/C-503W

TEJ2 = THICKENED EDGE JOINT PCC TO EXIST PCC,
RE:14/C-503W

SJ = CONTRACTION JOINT, RE:3/C-503W

TCJ = TIED CONSTRUCTION JOINT, RE:6/C-503W

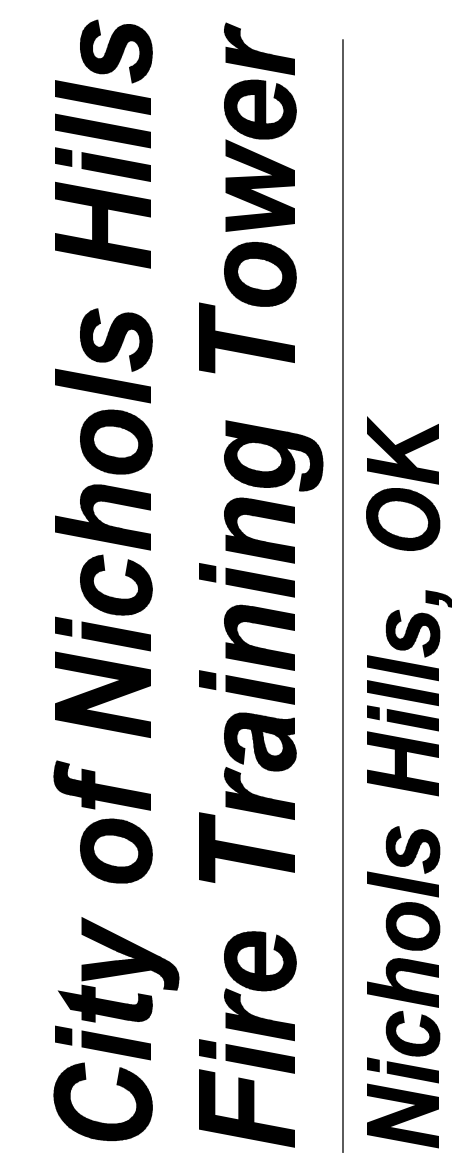
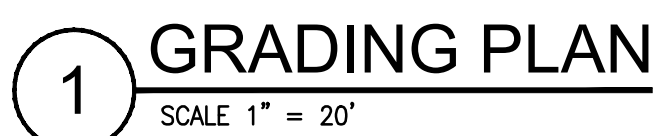
BCJ = CONSTRUCTION TYPE BUTT JOINT, RE:8/C-503W

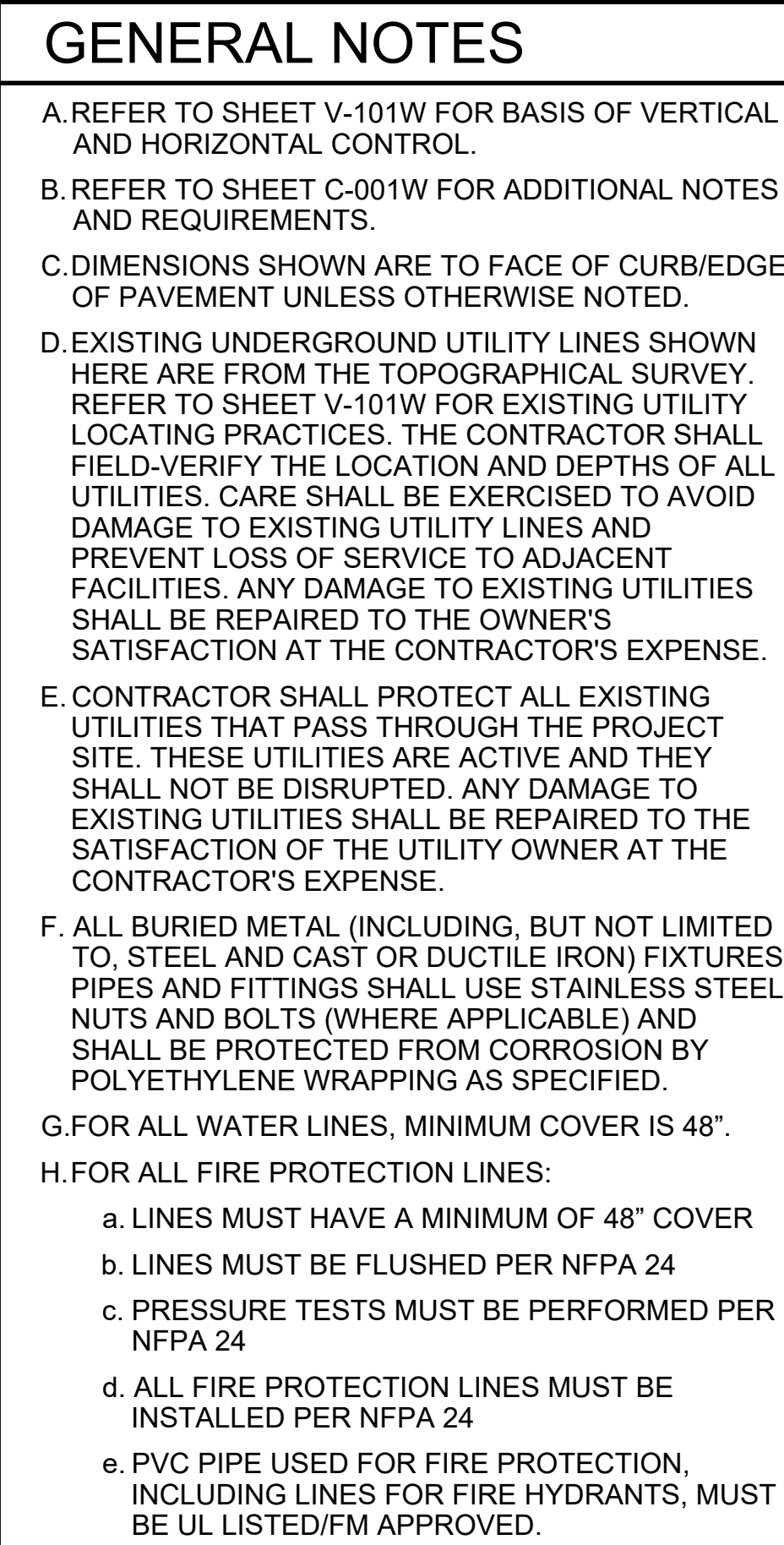
	REINFORCED CONCRETE PAVING (RE:1/C503W)
	SIDEWALK PAVING (RE: 2/C503W)

***City of Nichols Hills
Fire Training Tower***

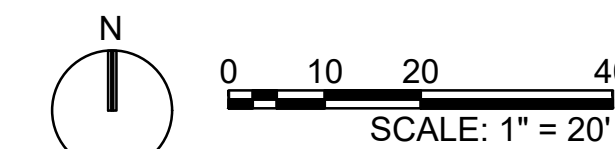
Nichols Hills, OK

[illegible]

CG101W



1. ELECTRICAL METER
2. 4" SIAMESE FIRE DEPARTMENT CONNECTION
STANDPIPE

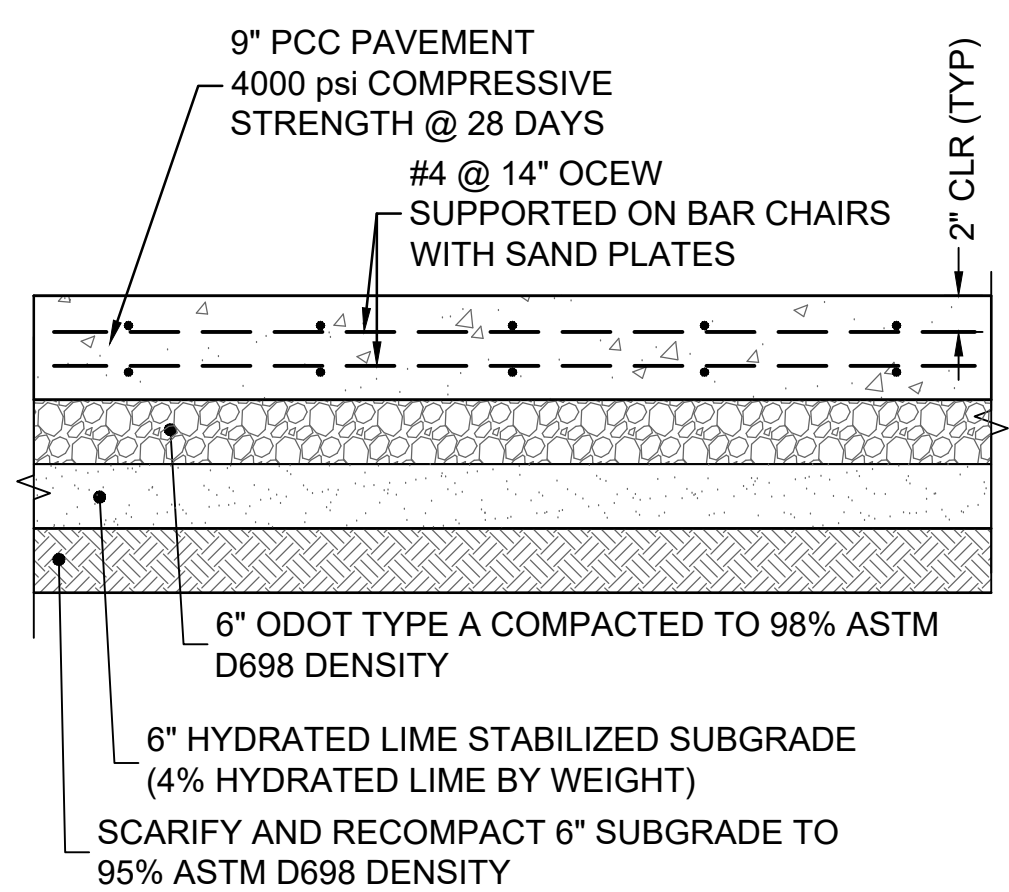


***City of Nichols Hills
Fire Training Tower***

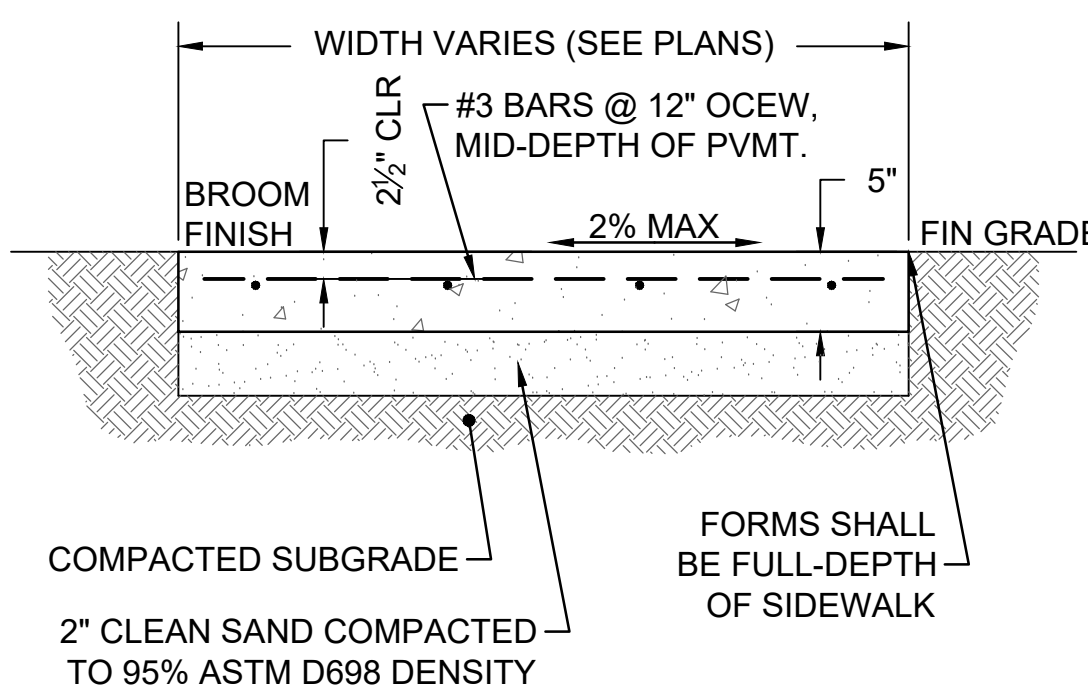
Nichols Hills, OK

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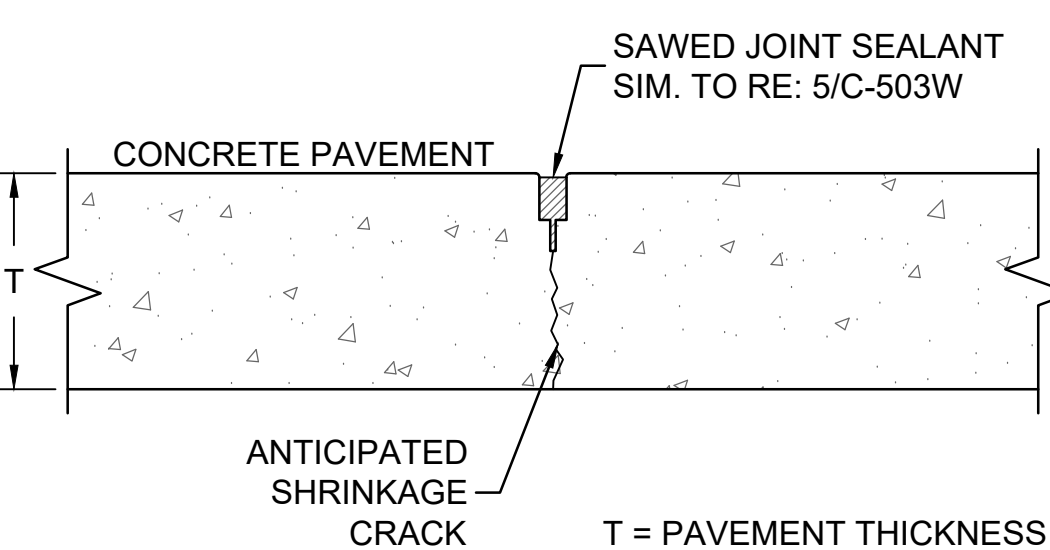
DWG NAME: H:\PRJ\2020\2022\180103-CIVIL\SHEETS\02\180303XHQ2.DWG SAVE DATE: 07/2023 9:53 AM BY: CALLAN PLOT DATE: 07/2023 1:25 PM



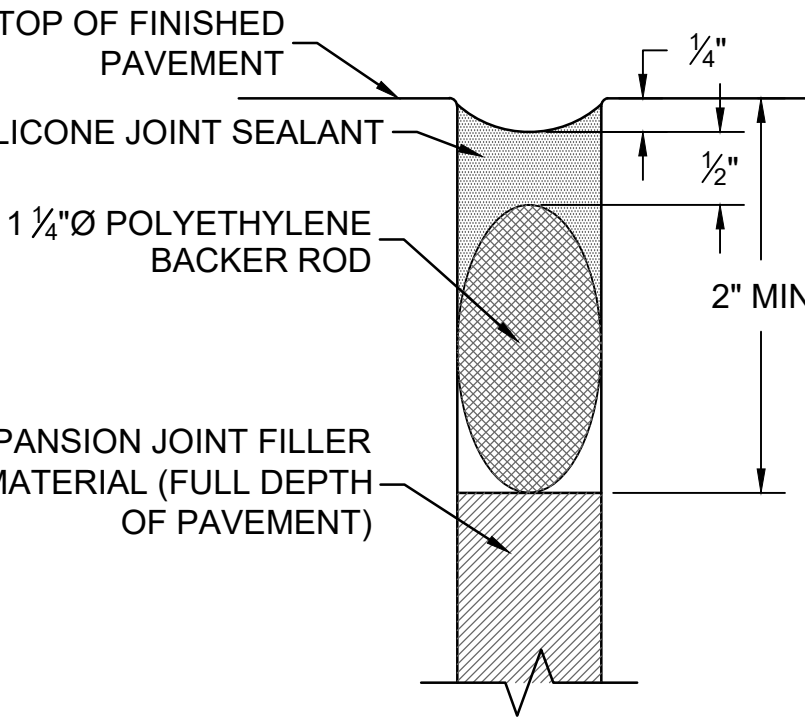
1 REINFORCED HEAVY-DUTY PCC PAVING SECTION
NTS



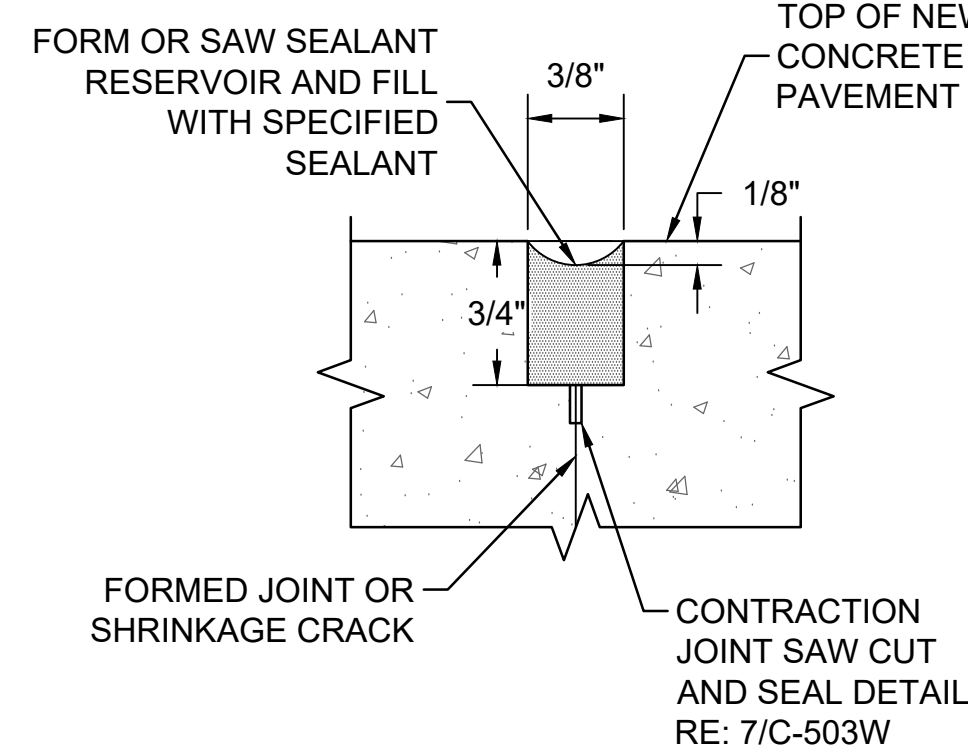
2 TYPICAL SIDEWALK DETAIL
NTS



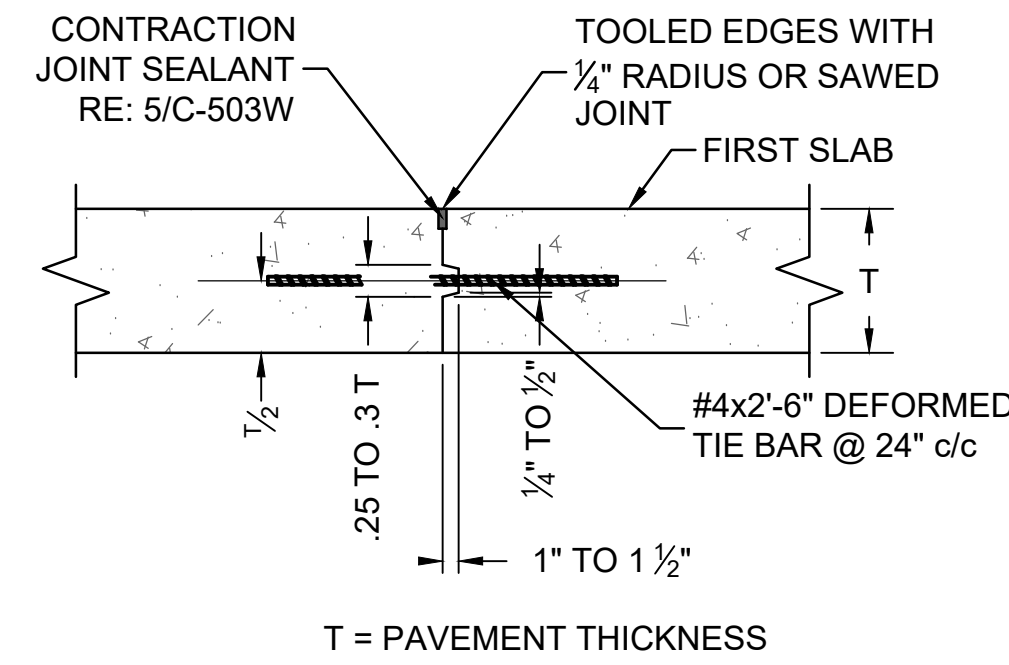
3 CONTRACTION JOINT (SJ)
NTS



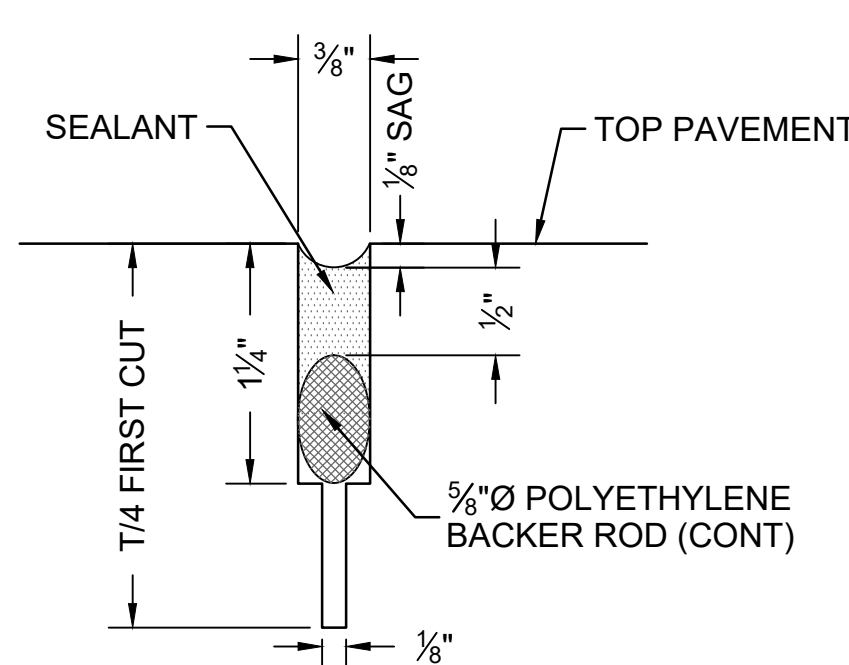
4 EXPANSION JOINT SEALANT DETAIL
NTS



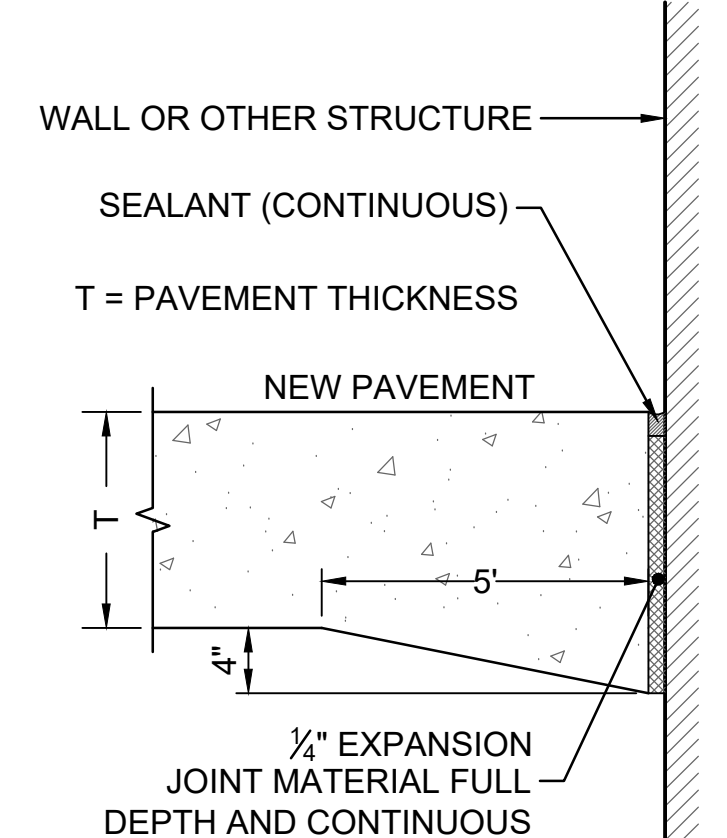
5 CONTRACTION JOINT SEALANT DETAIL
NTS



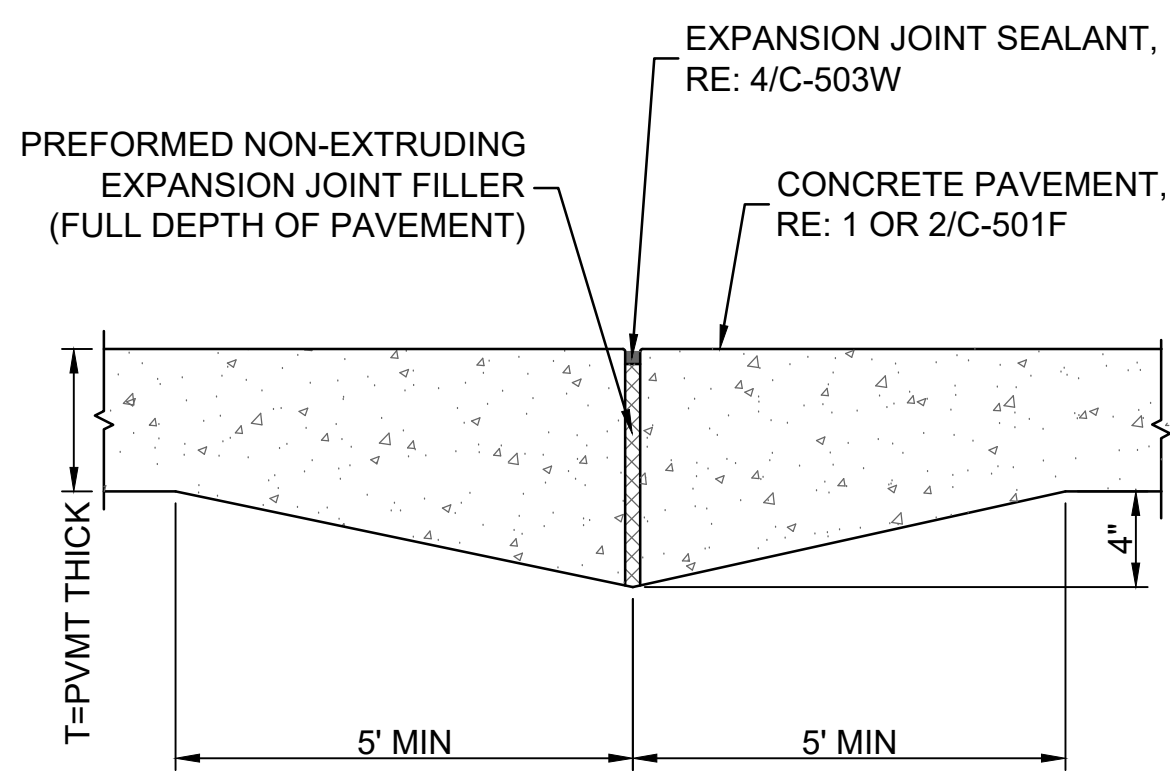
6 TIED CONSTRUCTION JOINT (TCJ)
NTS



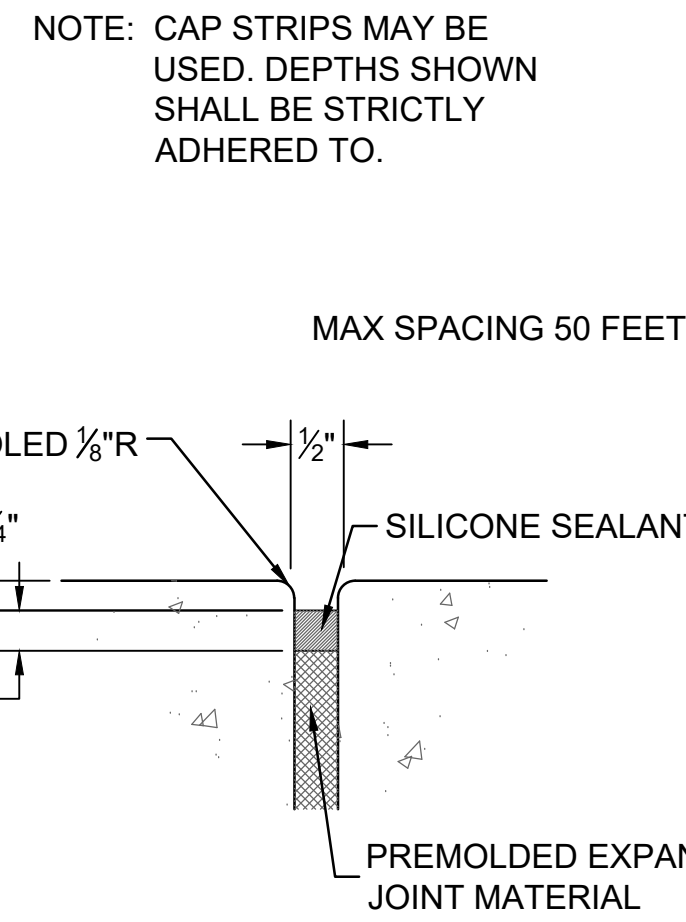
7 CONTRACTION JOINT SAW CUT AND SEAL DETAIL
NTS



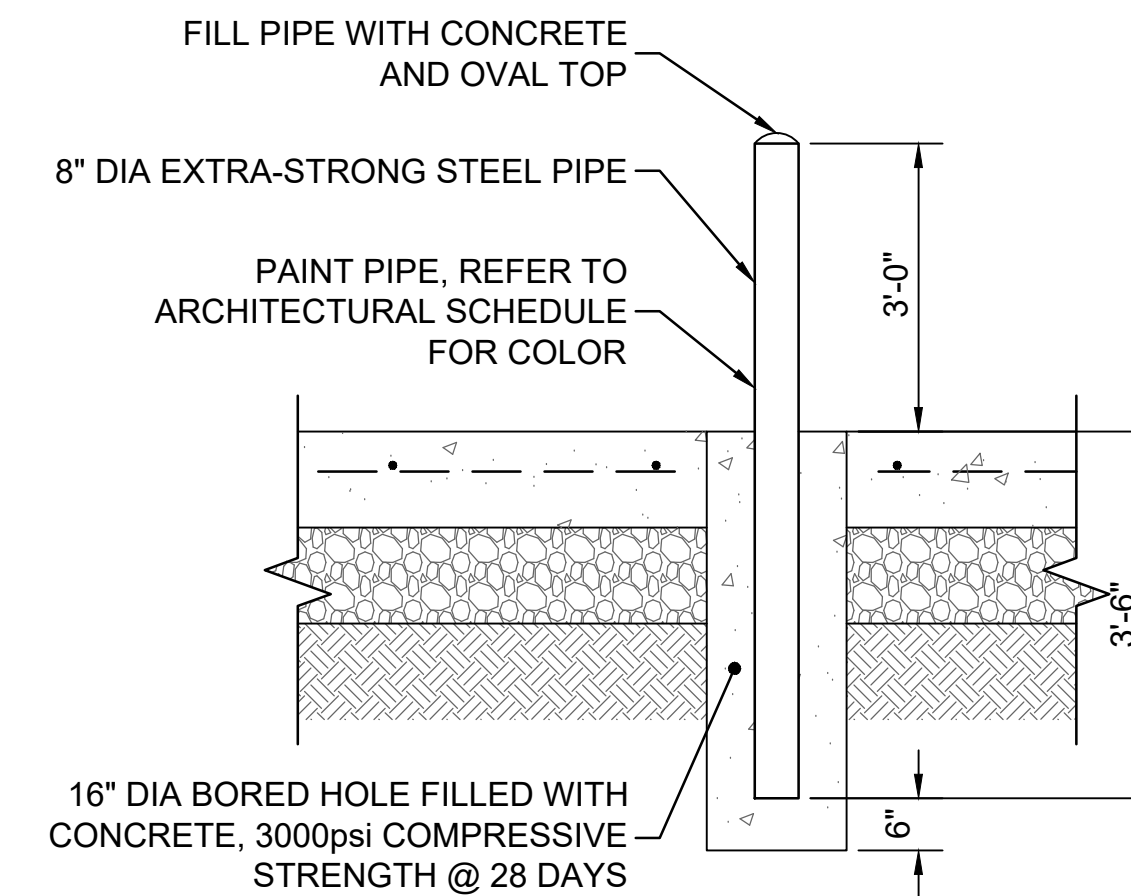
8 CONSTRUCTION TYPE BUTT JOINT (BCJ)
NTS



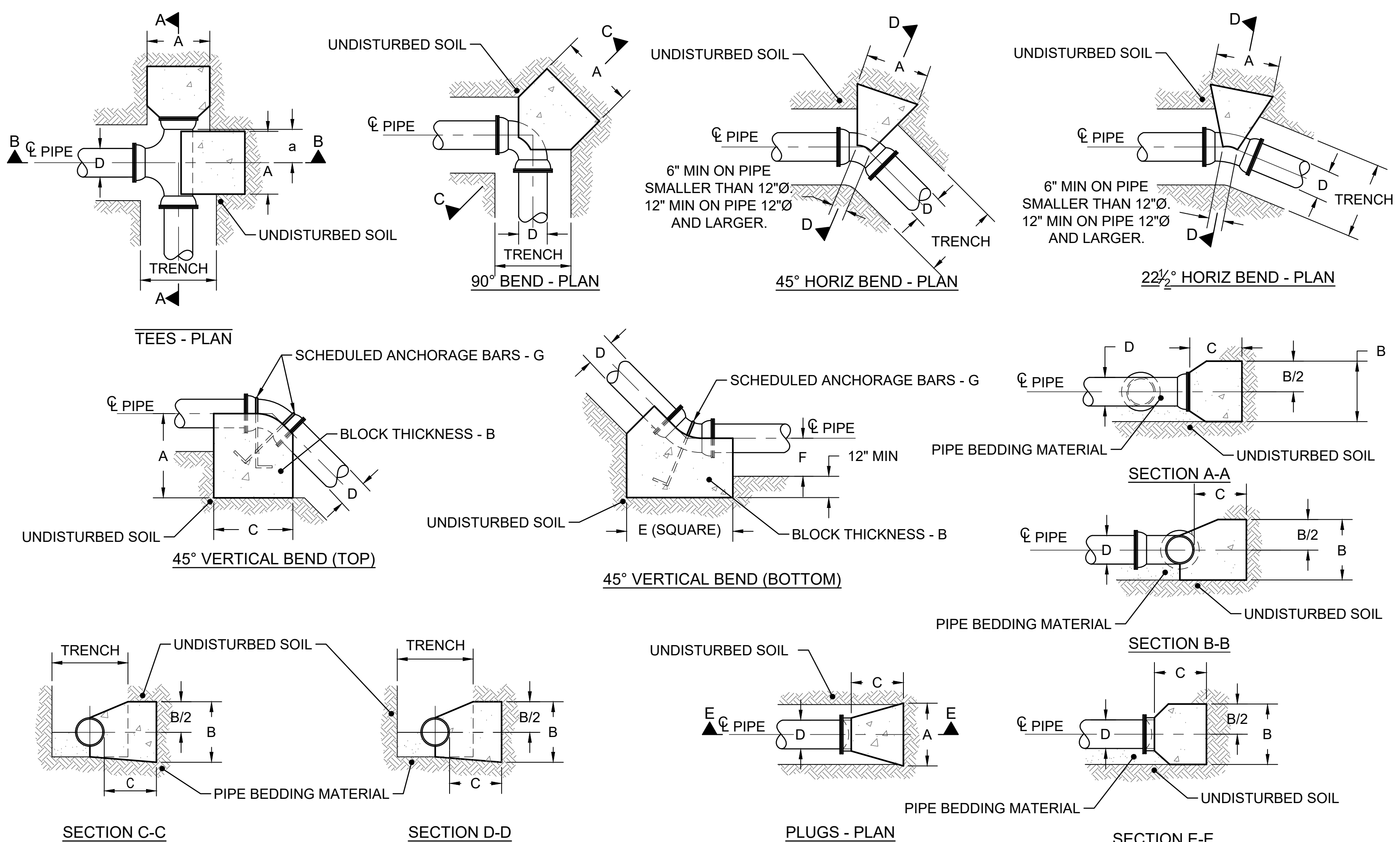
9 THICKENED EDGE JOINT PCC TO PCC (TEJ1)
NTS



10 SIDEWALK EXPANSION JOINT (SWEJ)
NTS

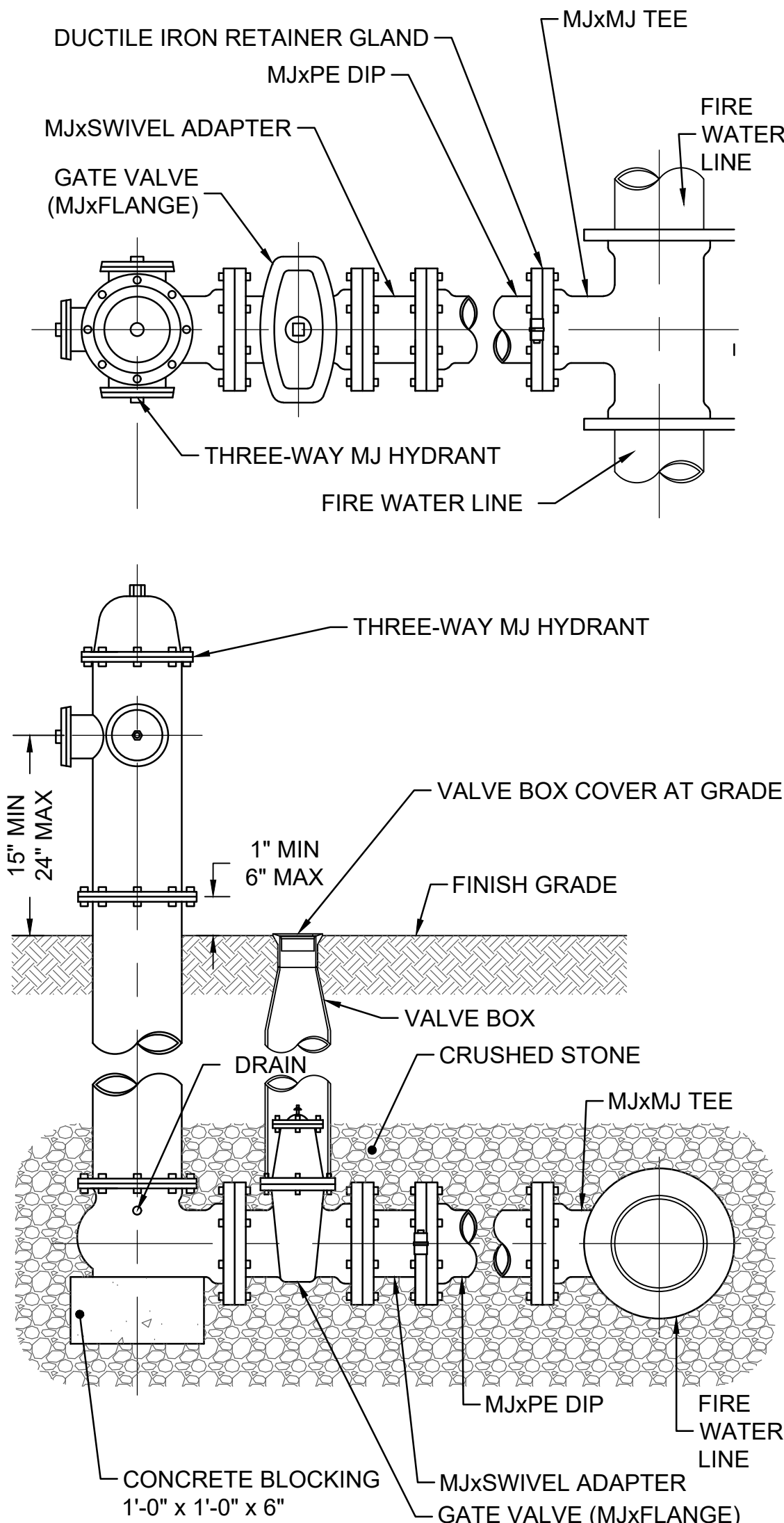


11 BOLLARD DETAIL
NTS

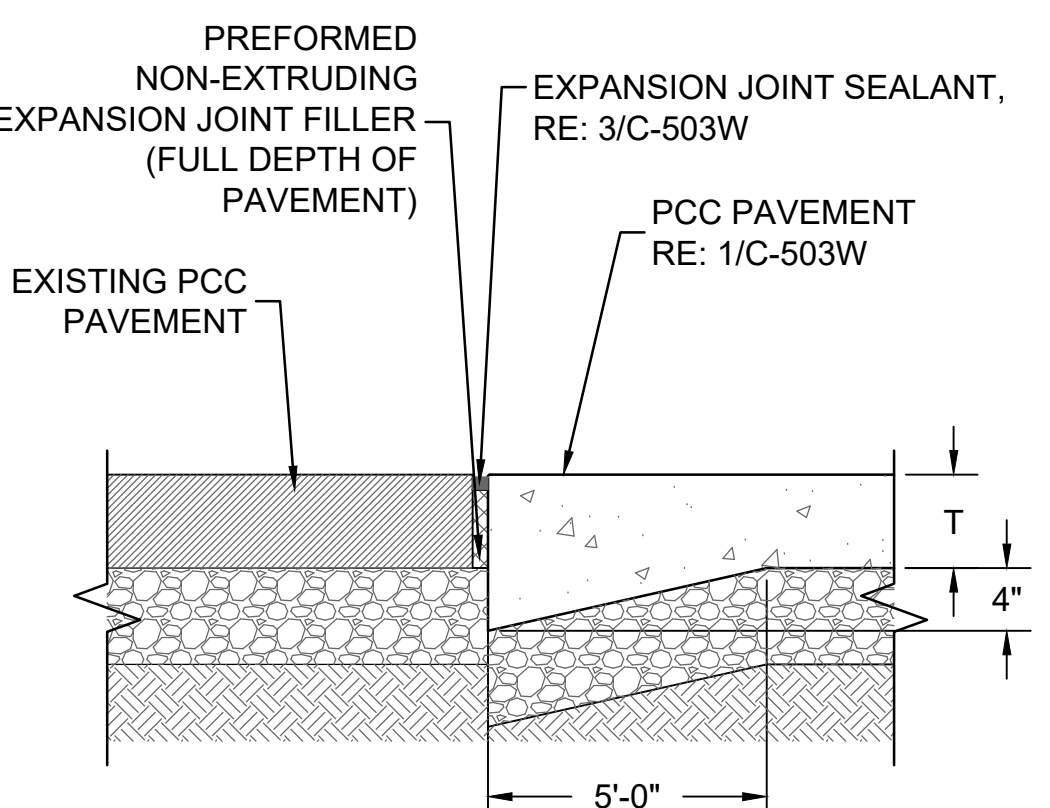


12 THRUST BLOCK DETAILS
NTS

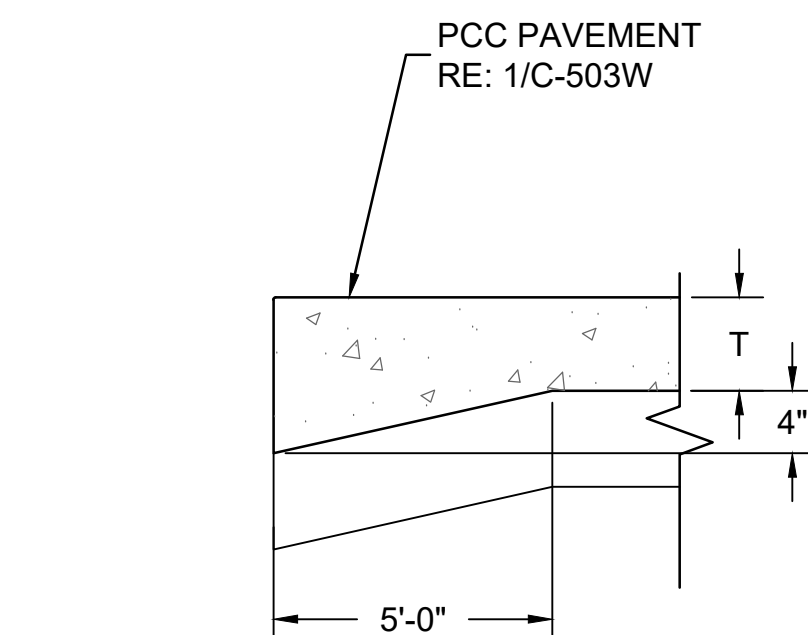
CONCRETE THRUST BLOCK DIMENSIONS (MINIMUM) IN FEET																								
PIPE	90° BEND			45° BEND			22½° BEND			TEE			PLUG			45° VERT BEND			45° VERT BEND			SCHEDULED ANCHORAGE BAR		
D	A	B	C	A	B	C	A	B	C	A	A	B	C	A	B	C	A	B	C	E	B	F	G	H
4"	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	0.75	1.50	1.50	1.50	1.50	1.50	2.50	2.50	2.50	2.00	2.00	1.00	3/4"	3/4"
6"	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	0.75	1.50	1.50	1.50	1.50	1.50	3.00	3.00	3.00	2.00	2.00	1.00	3/4"	3/4"
8"	2.00	2.00	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.67	0.84	1.67	1.67	1.67	1.67	3.33	3.33	3.33	2.00	2.00	1.00	1"	3/4"
12"	3.00	3.00	2.00	2.00	2.00	2.00	1.50	1.50	2.00	2.50	1.25	2.50	2.00	2.50	2.50	2.00	4.33	4.33	4.33	2.00	2.00	1.00	1"	1"



13 FIRE HYDRANT ASSEMBLY
NTS



14 THICKENED EDGE JOINT PCC TO EXIST PCC (TEJ2)
NTS



15 THICKENED EDGE (TEJ)
NTS

GENERAL NOTES

#12 - THRUST BLOCK DETAILS

A. ALL BURIED METAL FITTINGS, CLAMPS, BOLTS, TIE RODS, ETC. MUST BE PROTECTED AGAINST CORROSION BY CONNECTION TO A SACRIFICIAL ANODE CATHODIC PROTECTION SYSTEM WITH MONITORING STATIONS AS SPECIFIED. COAT ALL EXPOSED SURFACES OF METALLIC COMPONENTS WITH MASTIC COMPOUND.

B. CONCRETE THRUST BLOCKS: 2500 psi AT 28 DAYS. THRUST BLOCKS MUST CURE FOR A MINIMUM OF 5 DAYS BEFORE APPLYING HYDROSTATIC TEST PRESSURE TO THE PIPELINE.

C. PVC PIPE USED WITH PVC FITTINGS AS SPECIFIED AND CONCRETE THRUST BLOCKS FORM A SYSTEM THAT REQUIRES NO CATHODIC PROTECTION EXCEPT FOR STEEL ANCHORAGE RODS AT VERTICAL BENDS. PLACE A MINIMUM OF 2 FEET OF TRENCH BACKFILL OVER PIPE EXCEPT AT BENDS TO PROVIDE LATERAL STABILITY FOR PIPE BEFORE PRESSURIZING PIPE TO FULL HYDROSTATIC TEST PRESSURE.

D. DO NOT CAST THRUST BLOCKS AGAINST WET OR SATURATED SOILS.

E. THRUST BLOCK DIMENSIONS ASSUME 3000 psf ALLOWABLE SOIL BEARING PRESSURE (PASSIVE EARTH PRESSURE) AT A DEPTH OF 4 FEET BELOW GRADE. THRUST BLOCKS MUST BEAR AGAINST STIFF OR HARD CLAY HAVING AN AVERAGE UNCONFINED COMPRESSIVE STRENGTH OF AT LEAST 7000 psf TO USE THESE DIMENSIONS. ASSUMED FACTOR OF SAFETY IS 2.5 AGAINST ULTIMATE FAILURE. THESE ASSUMPTIONS ARE CONSISTENT WITH THE SOILS SHOWN ON THE BORING LOGS OF THE GEOTECHNICAL REPORT FOR THIS SITE. IF SOILS OTHER THAN STIFF OR HARD CLAY ARE REVEALED BY EXCAVATION, THRUST BLOCK DIMENSIONS SHOWN MAY NOT BE ADEQUATE. CONTRACTOR SHALL EMPLOY A PROFESSIONAL GEOTECHNICAL ENGINEER TO CLASSIFY THE SOIL ENCOUNTERED AND CONTACT THE CONTRACTING OFFICER FOR INSTRUCTIONS OR USE THE RESTRAINED JOINT PIPE SYSTEMS AS DETAILED.

F. CENTERLINE OF THRUST BLOCKS IS ASSUMED TO BE ON CENTERLINE OF OF PIPE PRODUCING THRUST AND AT A MINIMUM DEPTH OF 4 FEET BELOW GRADE.

G. PIPE IS ASSUMED TO BE UNDER FULL HYDROSTATIC TEST PRESSURE OF 150 psi.

5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

City of Nichols Hills
Fire Training Tower
Nichols Hills, OK

REVISION HISTORY:

NO.	DESCRIPTION	DATE

PROJECT INFORMATION:

DESIGNED BY: SPM

DRAWN BY: PSG

REVIEWED BY: SPM

PROJECT MANAGER: TJC

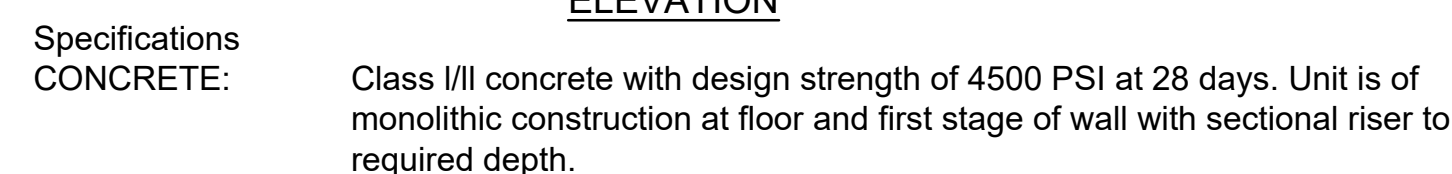
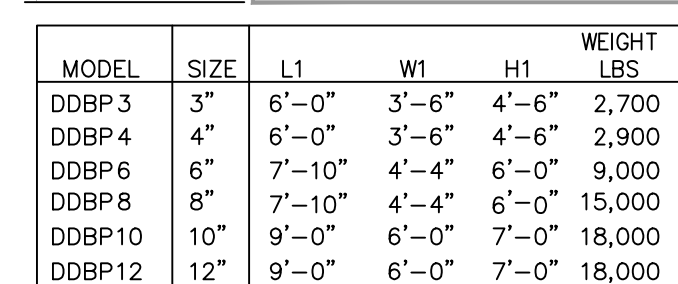
PROJECT NUMBER: 20202180

SHEET TITLE: CIVIL DETAILS

ISSUE DATE: JUNE 7, 2023

SHEET NUMBER: C-503W

Attachment: 20202180 - CNH - Fire Tower - 100% CDs COMBINED DRAWINGS (6544 : 9 Seek Bid - Fire Training Tower)



REINFORCEMENT: Grade 60 reinforced. Steel rebar conforming to ASTM A615 on required centers or equal.

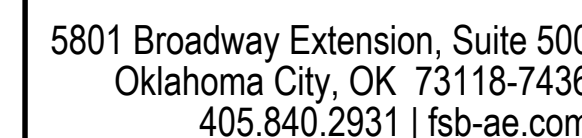
HATCHWAY: 1/4" Aluminum diamond plate cover with extruded aluminum frame. Hatch to be furnished with 316 stainless steel slam lock & hinges.

Engineering Data
The backflow assembly shall be factory assembled in vault & hydroststically tested prior to delivery. Field excavation & preparation shall be complete prior to delivery. Pipe, valves and fitting of the assembly shall be approved by one or more of the following associations.

DOUBLE CHECK BACKFLOW PREVENTER ASSEMBLY

NTS

A. FOR ALL WATER LINE APPURTENANCES REFER TO OKLAHOMA CITY STANDARD DETAIL SHEETS W-STD-01, W-STD-02, W-STD-03, W-STD-04, W-STD-05, AND W-STD-06.



**City of Nichols Hills
Fire Training Tower**

Nichols Hills, OK

REVISION HISTORY

[illegible]

PROJECT INFORMATION

DESIGNED BY:

DRAWN BY:

REVIEWED BY:

SPIV

PROJECT NUMBER:

PROJECT NUMBER:
20202180

20202180

GUEST TITLE:

SHEET TITLE:

ISSUE DATE:

ISSUE DATE: _____

JUNE 7, 2023

SHEET NUMBER: _____

C 504111

C-504VV

CONCLUSIONS

5

NOTE: FIRE TRAINING TOWER DRAWINGS ARE PROVIDED TO SHOW INTENT ONLY. THIS IS NOT AN FSB DESIGN. THESE DRAWINGS SHOW THE FIRE FACILITIES INC. LIEUTENANT MODEL FIRE TOWER, WHICH IS THE BASIS OF DESIGN FOR THIS PROJECT. THIS FIRE TOWER SHALL BE DELEGATED DESIGN BY SUPPLIER FOR ALL ASPECTS OF CONSTRUCTION INCLUDING STRUCTURAL FOUNDATIONS AND STRUCTURAL WALLS. SUPPLIER SHALL SUBMIT STAMPED ENGINEERING SHOP DRAWINGS OF FIRE TOWER TO THE ARCHITECT FOR REVIEW PRIOR TO CONSTRUCTION.

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT A
FINAL, SIGNED AND
SEALED DOCUMENT



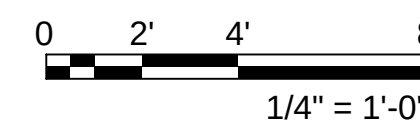
***City of Nichols Hills
Fire Training Tower***
Nichols Hills, OK

[illegible]

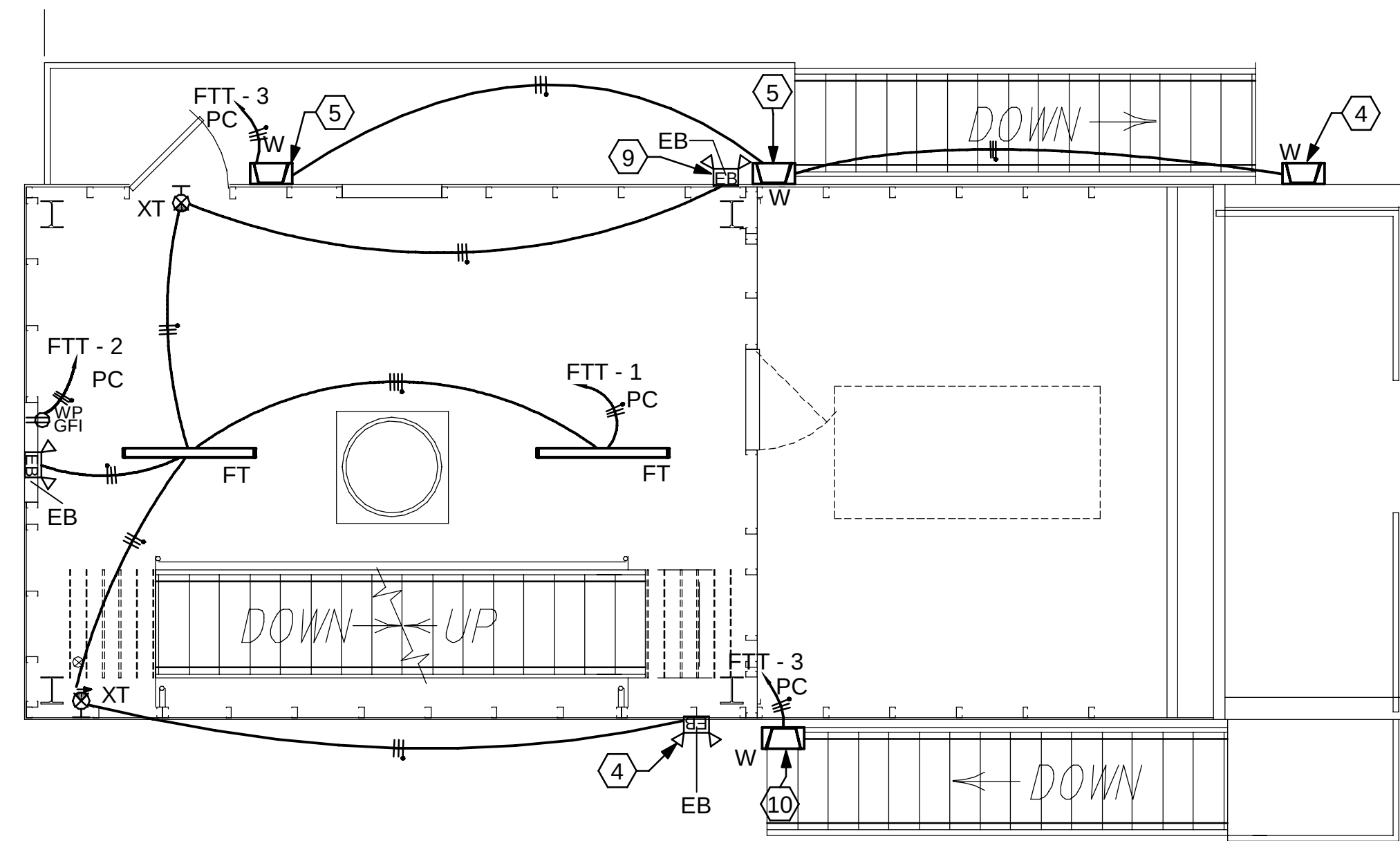
DESIGNED BY:	CAH
DRAWN BY:	CAH
REVIEWED BY:	TJC
PROJECT MANAGER:	TJC

JUNE 7, 2023
SHEET NUMBER:

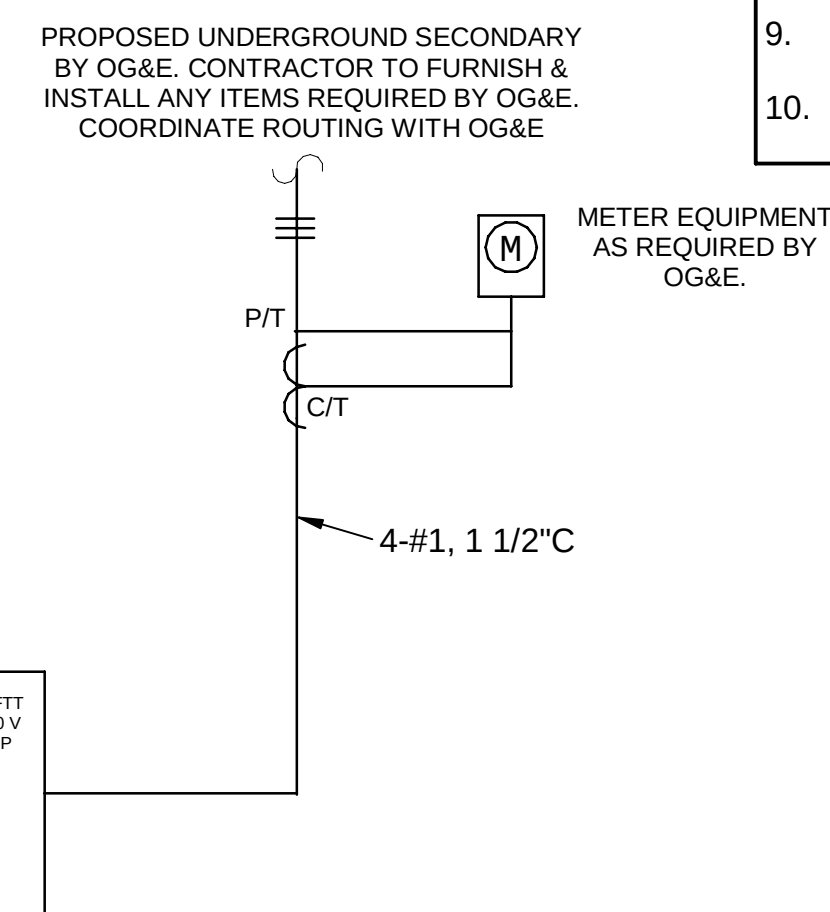
FT200



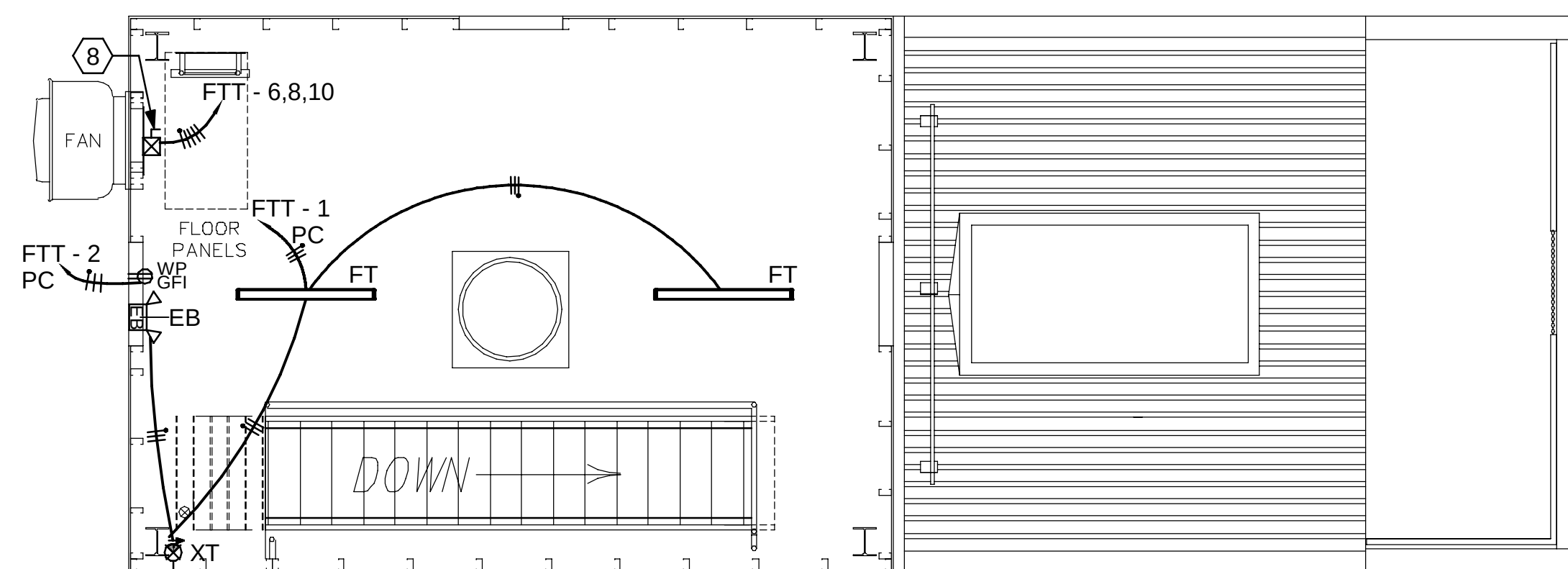
Attachment: 20202180 - CNH - Fire Tower - 100% CDs COMBINED DRAWINGS (6644 : 9 Seek Bid - Fire Training Tower)



SECOND FLOOR



SCALE: NTS



SCALE: 1/4" = 1'-0"

LIGHTING FIXTURE SCHEDULE FTT										
ID	MANUFACTURER OR EQUAL	MODEL NUMBER	DESCRIPTION	VOLTS	Apparent Load	LAMPS TYPE	CRI	COLOR TEMPERATURE	MOUNT	LUMENS
FT	LITHONIA LIGHTING	EXTL-SP1100L-UVOLT-LTP-SDRT-CW	SELF DIAGONISTIC, IP66 LISTED, 5 YEARS WARRANTIED EMERGENCY LIGHTS	120	7 VA	LED	N/A	N/A	WALL	N/A
EB	LITHONIA LIGHTING	FECL-L48-FGCL-MB-MVOLG-ZG10-40K-80CRI	4' LINEAR LED LIGHT FIXTURE, IP66 RATED.	120	30 VA	LED	80	4000 K	SURFACE	4280 LM
WT	LITHONIA LIGHTING	WST LED-P2-40K-VW-MVOLG	WST OUTDOOR ARCHITECTURAL SCORCE	120	28 VA	LED	70	4000 K	WALL	3512 LM
X	LITHONIA LIGHTING	LV-S-1-R-120/277-EL N-4X-CW-SD	RED LETTERED, EXIT SIGN, LED EXTREME CONDITION LOCATION AND EMERGENCY LIGHT COMBO WITH SELF-DIAGONSTICS OPTION.	120	1 VA	LED	N/A	N/A	WALL	N/A

Branch Panel: FTT

Location:
Supply From:
Mounting: SURFACE
Enclosure: NEMA 3R

Volts: 208/120 Wye
Phases: 3
Wires: 4

A.L.C. Rating: 10000
Mains Type: MAIN BREAKER
Mains Rating: 100 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT	
1	ALL FLOORS LIGHTING	20 A	1	340 VA	1080 VA					1	20 A	ALL FLOORS RECEPTACLE	2	
3	OUTDOOR LIGHT	20 A	1			224 VA	1581 VA			1	20 A	OUTDOOR WINCH	4	
5	SMOKE GENERATOR	20 A	2					1500 VA	1201 VA	3	20 A	EXHAUST FAN	6	
7	--	--	--	1500 VA	1201 VA					--	--		8	
9	SMOKE DISTRIBUTION FAN	20 A	1			500 VA	1201 VA			--	--		10	
11	SPARE	20 A	1					0 VA	0 VA	1	20 A	SPARE	12	
13	SPARE	20 A	1	0 VA	0 VA					1	20 A	SPARE	14	
15	SPARE	20 A	1			0 VA	0 VA			1	20 A	SPARE	16	
17	SPARE	20 A	1					0 VA	0 VA	1	20 A	SPARE	18	
19	SPACE WITH PROVISIONS	--	--	0 VA	0 VA					--	--	SPACE WITH PROVISIONS	20	
21	SPACE WITH PROVISIONS	--	--			0 VA	0 VA			--	--	SPACE WITH PROVISIONS	22	
23	SPACE WITH PROVISIONS	--	--					0 VA	0 VA	--	--	SPACE WITH PROVISIONS	24	
25	SPACE WITH PROVISIONS	--	--	0 VA	0 VA					--	--	SPACE WITH PROVISIONS	26	
27	SPACE WITH PROVISIONS	--	--			0 VA	0 VA			--	--	SPACE WITH PROVISIONS	28	
29	SPACE WITH PROVISIONS	--	--					0 VA	0 VA	--	--	SPACE WITH PROVISIONS	30	
Total Load:				4094 VA		3454 VA		2701 VA						
Total...				36 A		30 A		23 A						

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	6603 VA	100.00%	2588 VA	Total Conn. Load: 10244 VA
Lighting	2588 VA	100.00%	2588 VA	Total Est. Demand: 10244 VA
RECEPTACLE	1080 VA	100.00%	1080 VA	Total Conn.: 28 A
				Total Est. Demand: 28 A

Notes:

***City of Nichols Hills
Fire Training Tower***

Nichols Hills, OK

EP-101

PROJECT MANUAL

City of Nichols Hills Fire Training Tower

Project No: 20202180

Nichols Hills, Oklahoma

PREPARED FOR:

CITY OF NICHOLS HILLS

,



OKLAHOMA CERTIFICATE
OF AUTHORIZATION
P.E: # 1072
EXP. 06/30/24

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE



CITY OF NICHOLS HILLS

NOTICE TO BIDDERS

Notice is hereby given that the City of Nichols Hills will receive sealed bids in the Office of the City Clerk, located at CITY HALL 6407 Avondale Drive, Nichols Hills, Oklahoma, until **2:00 p.m. on Tuesday, June 11th, 2023** for the construction of:

2023 FIRE TRAINING TOWER

PROJECT NO. FSB2020-218-01
1009 NW 75th Street
OKLAHOMA CITY, OKLAHOMA 73116

Bids will be publicly opened at **2:00 p.m. on Tuesday, July 11th, 2023** at Nichols City Hall. Bidders shall be pre-qualified in accordance with the Instructions to Bidders. Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in the Municipal Building and are made a part of this notice as fully set forth herein and an electronic pdf copy of which may be downloaded from FSB & Associates, contact Todd Crowl at tcrowl@FSB-AE.com to obtain this file transfer. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

A Mandatory Pre-Bid Conference will be held at Nichol Hills Public Works, located at 1009 NW 75th Street, Oklahoma City, OK 73116 at 10 AM on Monday June 26th (see *INSTRUCTIONS TO BIDDERS* for mandatory pre-bid conference requirements.)

Additional information is contained in the Bidding Documents. Bidders must carefully read the Bidding Documents (and addenda, if any) prior to bidding this project.

Dated this _____ day of _____, 2021.

 CITY CLERK

THE CITY OF NICHOLS HILLS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.1 BIDDING DOCUMENTS; DEFINITIONS

1.1.1 The "Bidding Documents" consist of the "Bid Documents" and the "Contract Documents".

The "Bid Documents" consist of: Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Bid Package Cover Sheet; Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents; Non-Collusion Affidavit; Business Relationship Affidavit; Small and Disadvantaged Local Business Subcontracting Affidavit/Plan; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date.

The "Contract Documents" consist of: Contract; Performance Bond; Statutory Bond; Maintenance Bond; Contractor Identification Numbers; Certificate of Nondiscrimination; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; Defect Bond, if required; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the City.

1.1.2 "Addenda" are written or graphic instruments issued by the City Engineer prior to the Bid date, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.3 "Bid" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely. A submission by a proposed Contractor or Bidder who is not Pre-qualified shall not be considered a Bid unless Prequalification is specifically waived in the Bidding Documents.

1.1.4 The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.1.5 An "Alternate Bid (or Alternate)" is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.1.6 A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for

materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.1.7 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.

1.1.8 The "Architect/Engineer" is that person or firm under contract with the City or other contracting entity to prepare the plans and specifications for and supervise the construction of the Work.

1.1.9 The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. (61 Okla. Stat. 1991, §107) The calculation of the amount of the Bid Security shall be as provided in Section 4.2.1 of these Instructions to Bidders.

1.1.10 "Prequalification" or "Pre-qualified" shall mean that prior to the Bid Date the Bidder is listed as "Pre-qualified" for the type or types of Work required for the project by the City of Oklahoma City.

1.1.11 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the City Engineer.

1.1.12 "Acceptance" shall mean the formal recorded acceptance of the project by the City Council of the City of Nichols Hills.

1.2 CONFIDENTIALITY

1.2.1 No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such Bid.

1.3 PREQUALIFICATION AND LICENSES

1.3.1 Bidders shall be Pre-qualified for the specific type or types of construction by the City of Oklahoma City, as provided in the Bidding Documents and the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements."

Unless prequalification is specifically waived in the Bidding Documents for the project or by formal City action, all Bidders must be listed by the Contractor's Prequalification Board as "Pre-qualified" for the type or types of work before the Bid date. In the event prequalification is waived, or in addition to prequalification, the Bidder may be required to present other evidence of qualification as required in the Bidding Documents.

1.4 SALES TAX

1.4.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All Bids made for City projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.

1.4.2 Any interpretation of or procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the Bidder's legal counsel.

1.5 CONTRACT

1.5.1 The awarding of a Contract upon a successful Bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the contracting parties.

1.6 STANDARD SPECIFICATIONS

1.6.1 The City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements," shall govern all aspects of construction of the project. Exceptions to the "Standard Specifications" will be set forth in these Instructions to Bidders or in the Special Provisions and/or the Special Provisions - Technical. The Special Provisions shall prevail over any conflicting statement in the Standard Specifications.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read carefully and understands the Bidding Documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the work for which the Bid is submitted and for other portions of the work, if any, being Bid concurrently or presently under construction.

2.1.3 The Bid is based upon the materials, equipment, systems or services required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain electronic pdf files of complete Bidding Documents from the architect, FSB & Associates, contact: Todd Crowl tcrowl@fsb-ae.com and request a file transfer.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the consulting architect or consulting engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the plans with the specifications, Bid Form and other Bidding Documents. The Bidder shall compare the project to be Bid with other work being Bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted. The Bidder shall examine the site and local conditions. The Bidder shall at once report to the City Engineer or the architect/engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the Bidding Documents must be made to the City Engineer and to any consulting architect or consulting engineer.

3.2.2 Addendum Required. The Bidding Documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Such addenda shall be issued by the City Engineer or the architect/engineer and shall have been recommended by the City Engineer and approved or ratified by the City. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the City Engineer or Architect/Engineer within seven (7) days prior to the Bid date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

3.3.3 If a proposed substitution is approved prior to Bid date, such approval will be set forth in an addendum issued by the City Engineer and approved or ratified by the City Council. Bidders

shall not rely upon approvals made in any other manner.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by pre-Bid addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 The City Engineer may issue addenda as may be necessary in the best interest of the City. Addenda may amend the date and/or time for receipt of Bids or any specification, item, document or requirement in the Bidding Documents. Addenda will be e-mailed only to those potential Bidders who have signed the Bidding Document Receipt List for the project, which is maintained in the City Clerk's and the City Engineer's Offices.

3.4.2 Copies of addenda will be made available for inspection in the Office of the City Clerk and the City Engineer.

3.4.3 The following shall be considered proof that Bidder received an addendum:

- a) E-mailed Addendum: The City's or the Architect/Engineer's e-mail delivery receipt confirmation.

It shall be the obligation of the Bidder to ascertain from the City Clerk's or City Engineer's Office, within two working days prior to the Bid date, whether Bidder has received all addenda.

3.5 MANDATORY PRE-BID CONFERENCE

3.5.1 The City requires all prospective Bidders to attend a Pre-Bid Conference as a prequalification requirement to be eligible to submit a sealed Bid. Attendance is a prequalification requirement for this project. The Contractor who plans to submit a Bid must attend this conference. The City Engineer or his designee and any consultant for the project must also attend this conference. Failure to attend this conference will cause the City Clerk to return the Bidder's submission unopened. The purpose of the conference is to discuss the plans and specifications.

NOTE: The Pre-Bid Conference will begin at the designated time; a sign-in sheet will be passed to all attendees; only full-time employees of the prospective Bidder's company will be considered as eligible representatives for attendance; and, five minutes after the meeting is called to order, the sign-in sheet will be closed (**late arrivals will not be allowed to sign**

in). The official timekeeper for closing the sign-in sheet shall be the Engineer or staff member chairing the Pre-Bid Conference.

In the case of a joint venture, an eligible representative from **each** of the participating organizations in the joint venture must be in attendance. Sub-contractors are not required to attend.

The following will not be eligible to Bid on the project: (1) prospective Bidders leaving the meeting prior to adjournment of the Pre-Bid Conference; (2) prospective Bidders whose names have been placed on the sign-in sheet, but were not in attendance; or, (3) anyone arriving at the pre-Bid Conference after the sign-in sheet has been closed.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on the Bid Form(s) in the Bidding Documents or photocopies thereof.

4.1.2 All forms must be signed and all affidavits sworn to and notarized. All blanks on the Bid Forms and affidavits shall be filled in by typewriter or legibly printed in ink.

4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.

4.1.4 Where a detailed or unit price Bid Form for the submission of unit prices is provided in the Bidding Documents, the Bidder will complete the detailed Bid Form and then enter the total amount of the Bid on the Bid Form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the Bid Form and the amount on the detailed Bid Form, the amount on the detailed Bid Form will govern.

Instructions and an example of a properly completed detailed Bid Form are provided in Appendix I to these Instructions to Bidders.

Unless otherwise provided in the special provisions, where unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work will require a Contract amendment, which will be based on the unit prices bid.

4.1.5 Erasures and/or corrections must be initialed by the signer of the Bid. A Bid with erasures and/or corrections, which are not initialed shall be considered to be irregular.

4.1.6 Each and every required document must be submitted with the Bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to

or witnessed in accordance with the "Signature Requirements for Bid Documents."

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security, in the form of a cashier's check, a certified check, or a surety bond, in the amount of five percent (5%) of the amount of the Bid. For the purposes of this section, Bid shall mean the highest combination of the base bid plus alternate bids. The Bid Security is a pledge that the Bidder will enter into a Contract with the City on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds as required and/or the required certificates of insurance and other required documents, the amount of the Bid Security shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City has the right to retain the Bid securities of Bidders until either (a) the Contract and bonds and other required documents have been executed or submitted by the successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

4.3 SUBMISSION OF BIDS

4.3.1 The Bid Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Nichols Hills and shall be marked **"SEALED BID FOR PROJECT NO. FSB2020-218-01"** and shall state the Bidder's name and address and, if applicable, the designated portion of the work for which the Bid is submitted.

If the Bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 All Bids timely received shall be considered by the City prior to a Contract being awarded. Bids shall be deposited at the Office of the City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the Bid date and Bid time. All Bids received before more than 96 hours before the Bid date and Bid time, as well as Bids received after the time set for opening of Bids, will not be considered and will be returned unopened. Bids must be received by the Bid date and Bid time. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery of the Bid to the designated location.

4.3.4 Oral, telephonic, faxed, or telegraphic submissions are invalid Bids and will not receive consideration.

4.3.5 The Bid affidavits must be properly completed, signed, sworn to, and notarized and

submitted with the Bid on the forms provided in the Bidding Documents, or photocopies thereof, and in the sealed envelope.

The required affidavits are:

1. Non-Collusion Affidavit
2. Business Relationship Affidavit
3. Such other Affidavits as may be required by law

4.4 BIDS NOT TO BE MODIFIED OR WITHDRAWN

4.4.1 No sealed Bid shall be altered, changed, executed or otherwise revised in any manner by any Bidder after it has been tendered to the City Clerk; nor may Bids, once submitted to the City Clerk, be withdrawn.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

5.1.1 Bids properly submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk, at the time stated in the Notice to Bidders. Opened Bids will remain on file in the Office of the City Clerk for at least forty-eight (48) hours before a Contract is entered into. A tabulation of Bid information may be made available to the Bidders within a reasonable time.

5.1.2 The award of Contract shall be made within thirty (30) days after the opening of Bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the Bidding Documents. The extension shall be for no more than fifteen (15) days where only state and local funds are involved or for no more than ninety (90) days where federal funds are involved.

5.2 REJECTION OF BIDS

5.2.1 The Bids will be considered by the City Council. The City shall have the right to reject any or all Bids not accompanied by the required Bid Security, and/or a properly signed Bid Form, and/or properly completed, signed and notarized Bid affidavits and/or by other item(s) required by the Bidding Documents, and may reject a Bid which is in any way incomplete or irregular. The City reserves the right to waive immaterial defects and irregularities.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the City to award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the engineer's estimate or the funds available. The City shall have the right to waive

immaterial defects or irregularities in a Bid received and to accept the Bid, which, in the City's judgment, is in its own best interest.

5.3.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bidder on the basis of the sum of the base Bid and alternates accepted.

5.3.3 Should a Bidder who is awarded a Contract upon a Bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the City Council reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 The City's Engineer will provide the successful Bidder (Contractor Contract Documents (Contracts, bond forms, insurance certificates, Contractor Identification Number form, etc.)). The Contractor will execute the two (2) sets of Contract Documents with original signatures, and return the Contract Documents and executed insurance certificates to the City's Engineer within seven (7) calendar days following notification of award or intent to award Contract, unless that time is extended by the City Engineer. Prior to the project Bid opening date, all Bidders should make arrangements with their respective insurance and bonding company(s) to complete (or be prepared to immediately complete) all required insurance and bond documents in the event of selection as lowest and best Bidder for the project and in order to meet the seven (7) calendar day Contract document return deadline.

6.1.2 The Contractor shall at its own cost provide the following bonds on the forms, or photocopies thereof, provided. The properly executed bonds shall be provided by the successful Bidder with the Contract within seven (7) calendar days following the City's notification of its intent to award Contract, unless additional time is granted by the City. No work order shall be issued until the required Contract, bonds and insurance have been obtained by the Contractor, provided to the City's Engineer, and approved by the City. The bonds are: Performance Bond, Statutory Bond, Maintenance Bond, and, when required, Defect Bond for any Contractor who doesn't meet the requirements in item (d) below. The bonds are generally described as follows:

- a) Performance Bond, which guarantees completion of the project intended in the Bidding Documents and the Contractor's full and faithful execution of the work and performance of the Contract and for the protection of the City and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond shall be made in favor of the City of Nichols Hills.
- b) Statutory Bond, which guarantees the Contractor will make payment for all labor, materials and equipment used in or for the project and/or for the performance or

provision of the work. The Statutory Bond shall be made in favor of the State of Oklahoma.

- c) Maintenance Bond, which guarantees the maintenance in good condition of the workmanship and materials and the operation of the project as intended in the Bidding Documents for a specified period after the completion and acceptance of the project by the City. The term of the Maintenance Bond is provided in the Special Provisions of the Bidding Documents. The Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount for the term of the bond. Unless otherwise provided in the Special Provisions, the term of the Maintenance Bond shall be as follows:

1 Year: Street resurfacing projects.

2 Years: All other projects.

The Maintenance Bond shall be made in favor of the City of Nichols Hills.

- d) Defect Bond, which guarantees the Contractor will provide a properly executed defect maintenance bond provided by a surety authorized to do business in the State of Oklahoma if the Contractor has not complied with provision 1, 2, or 3 below:
1. The Contractor has not shown proof of his intentions to perform and maintain for the specified period of maintenance bond tenure, by establishing within a forty (40) mile radius of the office of the City of Nichols Hills, 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116 a business address with a telephone (staffed by competent employees approved by the City Engineer under who supervision the work will be performed), and a yard equipped with sufficient necessary equipment available 24 hours-a-day to perform and maintain all classes and subclasses of work for which the Contractor is pre-qualified to bid. This office and yard as equipped shall have been established prior to the time the applicant submits his application for qualification; or,
 2. Contractor opting to have the City retain a sum equal to 15% of the total Contract amount for the extent of the maintenance period (said funds may be used by the City to ensure compliance with the maintenance obligations of the City); or
 3. Contractor opting to provide a properly executed Defect Bond on a form provided by the City and issued by a surety authorized to do business in the State of Oklahoma; or

The Defect Bond guarantees the Contractor shall timely repair any defect and maintain or provide for the timely maintenance of any repair on the project for a specified term. The term of the Defect Bond shall be as provided in the Special Provisions and in an amount equal to one hundred percent (100%) of the Contract

amount. The Defect Bond shall be made in favor of the City of Nichols Hills.

6.1.3 The cost of such bonds shall be included in the amount of the Bid.

6.1.4 The City may, by formal action, reject/not accept any bond if the surety issuing the bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the City of Nichols Hills or any of its participating public trusts in any litigation involving bonds issued in favor of the City of Nichols Hills or any of its participating public trusts; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.1.5 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Special Provisions.

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and bonds, together with the certificates of insurance as required in the Special Provisions, to the City's Engineer no later than seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

6.2.2 Contracts and bonds will be approved by action of the City Council. Forgoing documents will be signed by the Mayor and City Clerk, but not approved by the City Attorney. These documents will then be fully executed by the Contractor and Surety, and then returned to the City for execution by the City Attorney.

6.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

GENERAL PROVISIONS

2023 FIRE TRAINING TOWER

PROJECT NO. FSB2020-21801
1009 NW 75th Street.
OKLAHOMA CITY, OKLAHOMA 73116

1. Interpretation of Plans and Specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

2. Examination of Documents and Site of the Work.

Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

3. Intent of Plans and Specifications.

The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

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

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

4. Design, Drawing and Instructions.

It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

5. Special Provisions.

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 Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

6. Increased or Decreased Quantities of Work.

Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

7. Alterations of Plans and Specifications.

The City reserves the right to make such changes in the plans and in the character of the work 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.

8. 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, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Nichols Hills.

Payment of extra work will be made as hereinafter provided.

9. City Engineer.

The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall

also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

10. Detail Shop and Working Drawings Furnished by Contractor.

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

11. Conformity with Plans. Allowable Deviations.

All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Nichols Hills before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Nichols Hills for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the Engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting. Change orders submitted to the City of Nichols Hills for approval shall bear the approval of the Engineer and shall be prepared in three (3) copies, distribution as follows:

- A) One (1) copies to the City
- B) One (1) copy of the Contractor
- C) One (1) copy to the Engineer
- D) Change orders shall include the following:
 - 1) Complete detail of the work contemplated.
 - 2) Estimated cost of the work as originally planned and as contemplated by the Change Order.
 - 3) Complete justification.
 - 4) Statement as to whether the prices shown are contract bid prices or agreed prices.
 - 5) Statement by the Contractor that he is willing to perform the work at the prices shown.
 - 6) Increase or decrease in contract working time.

12. Changed Conditions.

Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the Engineer, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for

performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

13. Coordination of Plans, Specifications, Proposal and Special Provisions.

The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. Any requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

14. Cooperation of Contractor.

The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program 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 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.

The Contractor shall guarantee the work for the length of time as set forth and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

15. Cooperation of Engineer.

The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other Contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

16. Storage of Materials.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

17. 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 or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

18. Correction of Work After Final Payment.

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

19. Final Inspection.

The Engineer shall make final inspection of all work included in the contract or any portion thereof.

20. 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 such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

21. Responsibility for Damage Claims.

The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim

or claims for injury or damage as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the City.

22. Contractor's Claim for Damages.

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

23. Calendar Days.

The Contract time is on a calendar day basis, it shall consist of the number of calendar days stated in the Contract counting from the effective date of the Notice to Proceed or from the date the Contractor begins work whichever is earlier, including all Sundays, holidays, and non-work days. Work shall be allowed from 7:00 a.m. to 7:00 p.m. Monday through Saturday.

All requests for adjustments to Contract time must identify delays actually encountered which interfered with Project work critical to timely completion of the Project work at a point in time when such work was scheduled to be in progress.

The occurrence of unusually severe weather during the life of the Contract will be considered a basis for extending Contract time when work is not already suspended for other reasons. Unusually severe weather means weather which, at the time of year it occurs, is unusual for the place in which it occurs. Extension of time for unusually severe weather will be determined on a monthly basis and will include only those actual adverse weather days in excess of the normal adverse weather days included in the Contract time. Normal adverse weather means adverse weather which, regardless of its severity, is to be reasonably expected for that particular place at that particular time of year. The normal adverse weather days included in the Contract time are based on historical records of temperature and precipitation as shown below. (Refer to Oklahoma Department of Transportation Standard Specifications Section 108.07).

MONTH	NORMAL ADVERSE WEATHER DAYS
JANUARY	8
FEBRUARY	7
MARCH	5
APRIL	3
MAY	3
JUNE	3
JULY	2

AUGUST	2
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	7

24. Prosecution and Progress

24.01 – Subletting of Work

The City will not recognize any subcontractor on the Work. The Contractor shall not employ any subcontractor on the Work without prior written approval of the City Engineer. The Contractor shall at all times when Work is in operation be represented either in person or by a qualified superintendent or other qualified designated representative. If the Contractor sublets any part of the Work, the Contractor will not, under any circumstances, be relieved of the Contractual responsibility and obligations. All communication of the City Engineer shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or Workmen and shall be subject to the same requirements as to character and competency of the Contractor.

24.02 – Assignment of Contract

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or right, title or interest in or to the same or any part thereof without the previous consent of the City Engineer in writing, approved by the Council and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or of the Contractor's right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the Contract or make default in or abandon said Contract, then the Contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said Contract and any monies due or to become due under said Contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

24.03 – Prosecution of Work

24.03.01 – General

The Contractor shall perform the Work under the Contract within the time limit stated in the Notice to Proceed, Bid and Contract and shall conduct the Work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the Advertisement, Bid and Contract. The sequence of all construction operations shall at all times be as directed by or approved by the City Engineer. Should the prosecution of the Work for any reason be discontinued by the Contractor, he shall notify the City Engineer at least twenty-four (24) hours in advance of resuming operations.

24.03.02 – Project Schedule

As directed by the Engineer, the Contractor shall furnish the Engineer with a tentative schedule, in Microsoft Project, Excel, Primavera, or any other format,

setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the proposal, or extension thereof made as herein provided. The schedule shall be updated monthly by the Contractor and submitted to the Engineer for review and approval. Failure to provide monthly updates (or as directed by the Engineer) to the schedule will result in a delay of processing the payment until the update is received, reviewed and accepted.

Before work begins, the Contractor shall prepare a project schedule and submit the same to the City for approval. The project schedule shall be submitted at the time of pre-work conference. This project schedule shall show the order in which the Contractor proposes to build all items of work included in the contract. After approval of the project schedule, the Contractor shall notify the City of his intent to start each of the various portions of the work included in the project schedule not less than seven (7) days prior to commencement thereof.

24.04 – Limitation of Operations

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the City 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 City Engineer may require the Contractor to finish the section on which Work is in progress before Work is started on any additional section.

24.05 – Character of Workmen and Equipment

The Contractor shall employ such Superintendents, Foremen and workmen as are careful and competent. The City Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the Work who misconducts himself, or to be incompetent or negligent in the proper performance of his or their duties. Neglect or refusal to comply with the directions of the City Engineer may result in the dismissal of the employee. Such person or persons shall not be employed on City Work again without written consent of the City Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the City Engineer, then the City Engineer may withhold all monies which are or may become due or may suspend the Work until such orders are complied with.

All employees shall have sufficient skill and experience to properly perform the Work assigned them. All employees 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 City Engineer may take action as above prescribed.

In the employment of labor, preference shall be given, other conditions being equal, to bona fide residents of the City of Oklahoma City, but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the Work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the City 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.

24.06 – Day’s Work and Working Hours

Work shall be done only during regular and commonly accepted and prescribed working hours. No Work shall be done nights, Sundays or regular holidays unless a special order or Permit is given by the City Engineer to do so. Twelve (12) hours shall constitute a day’s Work and the Contractor shall observe all State laws and City ordinances governing the hours of Work.

24.07 – Time of Commencement and Completion

If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time may be increased by the City Engineer. No allowance shall be made for delays or suspensions of the prosecution of the Work due to the fault of the Contractor.

The Contractor shall perform the Work within the time specified in the Notice to Proceed, Bid and Contract and the rate of progress shall be such that the whole Work will be performed and the premises cleaned up in accordance with the Contract, Plans and Specifications within the time limit, where such time limit is stated in the Notice to Proceed, Bid and Contract, unless an extension of time be made in the manner hereinafter specified.

24.08 – Extension of Time of Completion

The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the City Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay occurs. Only when such claim is approved by the City Engineer and the Council or Contracting Public Entity. In adjusting the Contract time for the completion of the Projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the City Engineer for causes not the fault of the Contractor, shall be excluded from the computation of the Contract time for completion of the Work. If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time shall automatically be increased in the same proportion as the cost of the additional Work contracted for. No allowance shall be made for delays or suspension of the prosecution of the Work due to the fault of the Contractor.

24.09 – Failure to Complete Work on Time

The time of completion is of the essence of the Contract. For each Working Day that any Work shall remain uncompleted after the time agreed upon in the Bid and the Contract, or as automatically increased by additional Work or materials ordered after the Contract is signed, or the increased time granted by the City for the completion of said Work, the sum per day given in the following schedule, unless specified otherwise in the Bid or Special

Provisions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

AMOUNT OF CONTRACT	MINIMUM AMOUNT OF LIQUIDATED DAMAGES PER DAY
Less than \$100,000	\$300.00
\$100,000 and less than \$1,000,000	\$400.00
\$1,000,000 and over	\$500.00 or up to 0.052% of the contract price per day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

24.10 – Temporary Suspensions

The City Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store all materials in such manner than 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 City Engineer and shall proceed with the Work promptly when notified by the City Engineer to resume operations.

24.11 – Suspension of Work and Annulment of Contract

The issuance of a Stop Work Order shall not act to defer or suspend counting Working Days for the Project. The Work or any portion of the Work under Contract shall be suspended, immediately, on written order of the City Engineer or the City Council, a copy of such notice to be served upon Contractor's Surety, or the Contract may be annulled by the City Council, for any good cause or causes, among others of which special reference is made to the following:

- A) Failure of the Contractor to start the Work within the time limit specified.
- B) Substantial evidence that the progress being made by the Contractor is insufficient to complete the Work within the specified time.
- C) Failure of the Contractor to provide sufficient and proper equipment for properly executing the Work.

- D) Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City Engineer, as provided for in these Specifications.
- E) Failure of the Contractor promptly to make good any defects in materials or Workmanship or any defects of any other nature, the correction of which has been directed in writing by the City Engineer.
- F) Substantial evidence of collusion for the purpose of illegally procuring a Contract or perpetrating fraud on the City in the construction of Work under Contract.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the Council shall designate, whereupon the Surety may, at its option, assume the Contract or that portion thereof which the Council has ordered the Contractor to discontinue and may perform the same or may, with the written consent of the City Engineer, approved by the Council, sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue Work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall assume the Contractor's place in all respects and shall be paid by the City for all Work performed by it in accordance with the terms of the Contract and, if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due the Contractor at the time of the Contractor's default shall thereupon become due and payable to the Surety as the Work progresses, subject to all the terms of the Contract.

In the event the Surety does not, within the time herein before specified, exercise its right and option to assume the Contract, or that portion thereof which the Council has ordered the Contractor to discontinue, then the City shall have the power to complete by Contract or otherwise as it may determine, the Work herein described, or such part thereof as it may deem necessary and the Contractor hereby agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of the Contractor's Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the Contractor the expense of said Contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the Contract or any part thereof. The City shall not be required to obtain the lowest Bid for the Work of completing the Contract but the expense to be deducted shall be the actual cost of such Work. In case such expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Contractor, the balance shall operate as liquidated damages, as herein above set out. In case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor then the Contractor and the Contractor's Surety shall pay the amount of such excess to the City on notice from the Council of the excess so due. When any particular part of the Work is being carried on by the City by Contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the Work in conformity with the terms of the Contract and in

such manner as in no wise to hinder or interfere with the performance or Workmen employed as above provided by the City.

24.12 – Termination of Contract

The Contract will be considered fulfilled, save as provided in any Bond or Bonds or by law, when all Work has been completed, the Final Inspection made by the City Engineer and Final Acceptance and final payment made by the City.

SPECIAL PROVISIONS**2023 FIRE TRAINING TOWER**

PROJECT NO. FSB2020-21801
1009 NW 75th Street
OKLAHOMA CITY, OKLAHOMA 73116

These Special Provisions are included in and are a part of the Bidding Documents for this project.

1. Standard Specifications for the Construction of Public Improvements. The City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements" as most recently amended, is included by reference in these Bidding Documents in its entirety as though fully set forth herein. The provisions of the "Standard Specifications of the Construction of Public Improvements" are applicable to and binding upon this project unless and except where specifically superseded by a provision(s) of the Instructions to Bidders, the Special Provisions and/or the Special Provisions-Technical for this project. The Special Provisions-Technical shall prevail over any conflicting statement in or requirement of the Special Provisions.

2. Nondiscrimination. Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the City for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

A copy of the "Notice of Equal Employment Opportunity" poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

3. Permits or Licenses. The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by City of Nichols Hills Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the work.

4. Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all City of Nichols Hills Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall 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.

5. Safety. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental

authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

6. Contract. Contractor will enter into the Contract with the City of Nichols Hills and properly submit the executed Contract and the required bonds, documents, and certificates of insurance within seven (7) calendar days following the City's notification of its intent to award Contract, unless said time is extended by the City Engineer. With the Contract, the Contractor will submit a properly signed Certificate of Nondiscrimination and a completed "Contractor Identification Numbers" form, which provides the information required. No work shall be commenced until the written Contract has been executed and the required bonds and insurance have been provided and a work order has been issued by the City Engineer.

7. Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment or a change order approved by the City Council. As used herein, the terms "amendment" and "change order" shall have the following meanings.

"Amendment" shall mean a modification to a construction contract which was Bid on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective until it has been approved by the City Council. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (1991) Section 121.)

"Change Order" shall mean a modification of a lump sum contract or a contract bid on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the City Council.

8. Pre-Work Conference. The City shall hold a pre-work conference. The Contractor or his designee must attend the conference. The Contractor's superintendent and subcontractor(s) may attend. The City Engineer or his designee and any consultant for the project and a representative of the Public Works Department will attend for the City. The conference will be conducted at a time and place established by the City Engineer.

9. Contractor's Responsibility for the Work. Until formal written acceptance by the City, the work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the forgoing causes before formal acceptance of the work by the City.

10. Inspection. The City Engineer and his representatives and the consulting architect and his representatives or consulting engineer and his representatives shall at all times have access to the work. Contractor will provide proper and safe access for inspection. The City may maintain

inspectors on the job site for the purpose of inspecting materials, workmanship and conditions of work and equipment. Contractor shall notify the City's Inspector twenty-four (24) hours prior to pouring concrete and at any other times required in the Special Provisions. Contractor shall notify the City Inspector twenty-four (24) hours prior to performing work relating to exposing, supporting, adjusting, connecting or relocating waterlines.

In addition to the above inspections, the Contractor shall provide proper and safe access for all inspections required by City of Nichols Hills Ordinances and Technical Codes and any other inspections required by Federal or State laws or regulations.

It is the Contractor's responsibility to arrange for and have conducted any and all inspections required by the City of Nichols Hills' Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

11. Testing. The City Engineer will provide a test schedule for the work and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. The City Engineer may require such additional tests as he deems necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications. The Contractor shall provide such facilities as the City Engineer or his representatives may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by the City.

All costs of tests on materials, which meet specifications shall be at the expense of the City.

All costs of tests, which fail to meet specifications, or that are required to prove acceptance due to failed tests, shall be at the expense of the Contractor and said costs shall be deducted from final pay applications.

12. Payment and Retainage. Partial payments shall be made based on the work completed. Up to five percent (5%) of the partial payments shall be held as retainage if the public contracting entity determines that satisfactory progress is being made.

Applications for payment shall be made upon the forms provided by the City or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail. Contractor must supply invoices for any stored materials for which payment is claimed. Applications for payment shall be submitted to the Engineer no later than the 10th day of the month for approval on the following City Council agenda.

DEPARTMENT	FAX #	TELEPHONE #
PUBLIC WORKS (NICHOLS HILLS)	842-1344	843-5222
CITY ENGINEER (NICHOLS HILLS)	840-9116	840-7094
POLICE SUPPORT SVCS. (NICHOLS HILLS)	842-8409	843-5672
FIRE DEPARTMENT (NICHOLS HILLS)	842-8409	843-8526

13. Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or 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 City Engineer and which are in compliance with Federal, State and City of Nichols Hills requirements.

14. Insurance and Indemnity.

(a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless the City and any participating public trust from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by law shall indemnify, defend and save harmless the City and any participating public trust from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence of the City or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of the City shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

(i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the

insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to the City and any participating public trust. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance showing the project number and description as indicated in the Contract. The Certificate must be signed by an authorized representative of the insurance companies shown in the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications.

(d) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) \$1,000,000; or (ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which the City is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that the City and any participating public trust are additional insureds. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The Contractor shall cover any impairment when known to it. The Contractor

authorizes the City to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City.

(f) Any deductibles or self-insured retentions in excess of \$10,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by the City. At the option of the City, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. Certified, true and exact copies of all insurance policies required shall be provided by the Contractor to the City, on a timely basis, if requested by the City. In addition, each insurer who issues a certificate of insurance to the City is obligated to provide a copy of the policy to the City upon request.

(h) Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). The Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction or renovation) on one hundred percent (100%) of the construction cost. Such insurance shall remain in effect until 11:59 p.m. on the date of final formal acceptance of the entire project, whether or not the project is substantially completed or whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project by formal action of the City Council. The Contractor shall be named as insured and the City and any participating public trust (as their interests may appear) shall be named as additional insureds. The coverage shall provide protection for the Contractor, the City and any participating public trust, respectively, against property damage and damage claims which may arise from activities, omissions or operations under the Contract, whether such activities, omissions or operations are caused by an insured or by anyone directly or indirectly employed by an insured and, also, against any of the special hazards which may be encountered in the performance of the Contract. Neither the Contractor nor any of its consultants, employees, or agents shall commit any act, operation or omission, which would vitiate or impair the insurance coverage hereunder. The coverage shall include all stored materials, supplies and equipment when stored off site.

15. Bonds. As required by and in accordance with the Bidding Documents the successful Bidder shall furnish bonds. The bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All bonds must be provided by a Surety authorized to do business in the State of Oklahoma. The bonds are Performance Bond, Statutory Bond,

Maintenance Bond and, whenever applicable, Defect Bond, and are particularly described in the Instructions to Bidders.

A. Performance Bond. A properly executed Performance Bond in favor of the City of Nichols Hills on the form provided in the Bidding Documents must be submitted with the Contract. Generally, the Performance Bond shall guarantee the Contractor's full and faithful execution of the work and performance of the Contract and provide for the protection of the City and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior materials.

B. Statutory Bond. A properly executed Statutory Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials and equipment used in the construction of the project. The Statutory Bond shall be made in favor of the State of Oklahoma.

C. Maintenance Bond. A properly executed Maintenance Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Maintenance Bond shall be in favor of the City of Nichols Hills and shall be for a period of **TWO (2)** years. The bond for the term of this Contract will be in an amount equal to one hundred percent (100%) of the Contract amount.

D. Defect Bond. If applicable (see Instructions to Bidders, Paragraph 6.1.2 (d)), a properly executed Defect Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Defect Bond shall be in favor of the City of Nichols Hills and the term shall be the same duration as the Maintenance Bond. The Defect Bond will be in an amount equal to one hundred percent (100%) of the Contract amount for the term of the bond.

16. Time of Completion. Work on this project shall commence within ten (10) calendar days from the date on which the work order is issued and completed on or before **TWO HUNDRED FORTY (240) CALENDAR DAYS** from the commencement thereof. The rate of progress shall be such that the whole work will be performed and the premises be cleaned within the time stated herein and in accordance with the Contract, plans, specifications and other pertinent Bidding Documents unless an extension of time be made in the manner herein after specified.

17. Extension of Time of Completion. The Contractor shall be entitled to an extension in time only when: a) The claim for such extension is submitted to the City Engineer in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay shall occur; and b) Then only when such claim is approved by the City Engineer and the governing body of the contracting public entity. In adjusting the time for completion of the project, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control unless and except delays by a subcontractor deemed to be within the control of the Contractor and any suspensions of activities ordered by the City Engineer for causes not the fault of the Contractor shall be excluded from the computation of the Contract time for the completion of the work.

If the satisfactory execution and completion of the Contract should require work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time may be increased by the City Engineer. No allowance shall be made for delays or suspensions of the prosecution of the work due to the fault of the Contractor.

18. Verification and Inspection of Payroll Records. The Contractor shall keep weekly records; permits inspection of records; and certify and provide copies of payroll records and contracts and subcontracts.

19. Reports. The Contractor shall submit certified weekly payroll information to the City. Receipt of the certified payroll information shall be a pre-condition for the City to process the final pay application or claim voucher. The City may submit a copy of such certified payroll information to the Oklahoma State Department of Labor and the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

20. Project Close-Out (for building/facility projects only): Prior to issuance of a Certificate of Substantial Completion by the Architect/Engineer, the Contractor shall deliver to the Owner via the Architect/Engineer three copies of a neatly bound Operations and Maintenance manual organized in a manner corresponding to the Division within the Specifications and containing the following information:

- a. A Directory containing the firm name of each subcontractor and material supplier on the project, subcontractor's address, telephone number, and representative to contact for repair and/or maintenance.
- b. A copy of the Architect/Engineer's Color and Finish Schedule with any subsequent revisions duly noted.
- c. Guarantees, warranties and/or operating instructions for materials, equipment, or installations as required by other Divisions of the Specifications.

21. As-built Survey.

The City will complete the As-Built Survey as project progresses and will prepare final as-built construction documents.

22. Storm Water Construction Activities Permit

In order for the City to remain in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and maintain its own NPDES permit, the City must ensure all construction activities within its corporate boundaries are in compliance under the following regulations.

Environmental Protection Agency
Code of Federal Regulations (40 CFR, Part 122)
Clean Water Act

Oklahoma Department of Environmental Quality
 Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201
 ODEQ General Permit OKR10

City of Nichols Hills
 Nichols Hills Municipal Code

City of Oklahoma City
 Oklahoma City Municipal Code

As a part of this project the contractor will be required to submit a completed Notice of Intent (NOI), a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Site Plan for permitting purposes. The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the project. Along with the above stated items the Contractor shall also provide a check payable in an amount required by this project. This permit must be issued before the Contractor will be able to pick-up the building/construction permit.

23. INSTRUCTIONS TO CONTRACTOR:

- A. All equipment furnished shall be the current available and appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete project, ready for use upon delivery, shall be included, conform to the best practice known to the trade in strength, quality of material and workmanship, and be subject to these specifications in full. These specifications shall be constructed as a minimum.
- B. The Contractor shall not start delivery of any materials until the City Engineer has approved any required submittals and shop drawings. Only materials conforming to the requirements of the Contract Documents shall be used in the Work.

In reviewing and approving submittals and shop drawings, the City Engineer is entitled to rely upon the Contractor's representation that all information is accurate and correct. The Contractor shall not be relieved of any responsibility for deviations, errors or omissions of the submittals and shop drawings by the approval of the City Engineer. Upon receipt, the City Engineer shall be allowed up to fourteen (14) days for review.

The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time proves unacceptable.

- C. The Contractor shall be responsible for corresponding with the City's engineering staff prior to the existing utilities being shut-down. The Contractor shall also notify the City and their forces will be responsible for the operation of all utilities which require closing. The Contractor shall give a minimum of seventy-two (72) hours' notice to all persons affected by shutdown. During the time utilities are discontinued, an inspector must be present on the job site. Facilitation of the quickest restoration of utilities will be required.
- D. The Contractor shall be responsible for maintaining access to all businesses and residences that will have driveway cuts. If there is only one access point, a temporary access shall be constructed. This item shall be considered as incidental construction and the Contractor is responsible, and shall not receive additional payment.
- E. The Contractor shall be responsible for the replacement or repair of traffic control devices damaged during construction. The Contractor shall contact Public Works Department 843-5222 for signal conduit location a minimum of 72 hours prior to construction. This item shall be considered as incidental.

24. SCHEDULE OF OPERATIONS:

A complete schedule of material delivery and operations shall be submitted to the Engineer by the Contractor before beginning any work. The Inspector must be informed of delivery of material to the job site and given appropriate opportunity to inspect the material at time of delivery and to take samples as required for testing. The Engineer will coordinate all operations required for testing of materials or inspection and the Contractor hereby agrees to give his full cooperation.

25. SUPERVISION:

The City of Nichols Hills will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented at the site of the work either in person or by a qualified and approved superintendent who shall be in direct charge of all operations on the contract.

26. CONTROL OF THE WORK AND MATERIALS:

All work shall be done under the supervision of the Engineer and to his satisfaction. The Engineer shall have the right to establish any sequence or priority of operations for this project. He shall determine the amount and quality of work performed and materials furnished and his decisions and estimates shall be final.

27. QUANTITIES:

The Contractor or his authorized representative shall at the end of each work day establish and agree with the Inspector the amount of the quantities which cannot be measured when the job is completed. These quantities are to be entered in the Inspector's daily report and shall be the basis for the final estimate.

28. ADJUSTMENT OF EXISTING STRUCTURES:

This work shall consist of the necessary adjustments, alterations, relocating or resetting to the required grade and alignment of existing structures, equipment or appurtenances which are not to be removed or abandoned and which are not the property of a private firm or company, or corporation required to move their own property, in accordance with these specifications and reasonable cost conformity with the lines, grades, elevations, and dimensions shown on the plans or established by the Engineer.

29. PUBLIC UTILITY ALTERATION:

When the alteration is a part of the work to be performed by the Contractor as a part of this contract, such work shall be done in conformity with the requirements of the most recent version of Standard Oklahoma City Specifications for new work of this type. The cost shall be included in cost of other items, unless otherwise shown in the Detailed Proposal.

30. UTILITY VERIFICATION / NOTIFICATION:

A concerted effort has been made to locate / show on the plans the existing utilities. Should the Contractor encounter any utilities, whether or not shown on the plans, it will be his responsibility to protect the lines during construction. If there is any interference from alignment or elevation, it will be the responsibility of the Contractor to have these utilities relocated to permit construction to continue. The Contractor shall be responsible for the actual field location of all existing utilities and any other underground facilities which may be in the vicinity of the work and shall notify the owners of said installation of his intention to work in the area. The Contractor shall be solely responsible for any damage to any existing installation caused by the construction.

The following shall be notified should conflicts with the proposed construction occur:

Oklahoma Natural Gas (ONG)	Tel.: 405/556-6411	Fax: 405/556-6422
Oklahoma Gas & Electric (OG&E)	Tel.: 405/553-5785	Fax: 405/553-5737
AT&T	Tel.: 405/291-3118	Fax: 405/491-7440

Cox Communications

Tel.: 405/600-6269 Fax: 405/600-9267

31. TEMPORARY FENCING:

The Contractor shall install temporary fencing in all areas where an existing fence should be removed. This temporary fencing shall remain in place until the permanent fence is installed. The cost of this temporary fencing shall be included in the price bid for other items of work.

32. REMOVALS:

The cost of all miscellaneous removal items not included in the list of pay items shall be included in the price bid for other items of work.

33. PRIVATE SPRINKLER SYSTEMS:

Adjustment to existing lawn irrigation systems shall be included in the price bid for the specific pay items included in this project. All other incidental items shall be included in the price bid for other items of work.

34. INCIDENTAL WORK:

Any item not covered in the Standard Specifications or these special provisions and shown in the summary of quantities shall be considered as incidental construction for which the Contractor is responsible, but shall not receive additional payment.

35. PROTECTION AND RESTORATION OF PROPERTY:

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc. to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation and 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, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property due to an act of, omission, neglect, or misconduct in the execution of work 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 the existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good for such damage or injury in an acceptable manner.

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

36. DEWATERING EXCAVATION AREAS:

- A. The Contractor shall provide and maintain ample equipment with which to remove all water from every source which enters excavations for structures and pipelines. Dewatering operations shall ensure dry excavations and the preservation of the elevations of the bottoms of the excavations shown on the drawings. Surface drainage shall not be allowed to enter excavated areas. If water does enter these areas, it must be removed at the earliest possible time. Water should not be allowed to stand in excavated areas.
- B. Where the areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Contractor may adopt and carry out any method of dewatering he may deem feasible for the performance of the excavation work and for protection of the work thereafter, provided that the method and equipment to be used results in completed work which complies with the specifications and is acceptable to the Engineer. In such cases, the excavation area shall be effectively protected from water damage during the excavation period and until all contemplated construction work therein has been completed.
- C. Prior to beginning excavation for structures which are to be constructed at or below the ground water table, ground water levels shall be lowered and maintained at a level at least three (3) feet below the bottom of such structures until construction and backfilling operations have been completed.
- D. The Contractor shall be responsible for damage to structures caused by hydrostatic displacement during construction operations.
- E. The cost of all temporary construction work necessary or incidental to dewatering excavated areas, including the costs of placing and removing sand bags, coffer dams, sheet piling, excavation and backfill, pumping, dewatering and well pointing, shall be considered an integral part of the cost of excavation and no separate payment will be made therefore.
- F. The Special Conditions may contain additional requirements for dewatering excavated areas.

37. BACKFILLING TRENCHES:

- A. The Contractor shall replace all surface materials and shall restore paving, curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition equal to, or better than, that before the work began, furnishing all labor and materials incidental thereto as provided elsewhere in these specifications.

- B. Compaction of trench backfill to 90% standard proctor density will be required unless under pavement where; the compaction shall be 95% standard proctor density. Tests will be performed to assure density. The cost of this work shall be included in the price bid for other items of work.

38. CLEARING AND GRUBBING:

The Contractor shall use every precaution necessary to prevent damage to all trees, shrubs, fences, sidewalks, driveways, pavement, etc. adjacent to the line of construction. Where sidewalks and paved driveways are to be removed and replaced, Contractor will be paid at the unit price bid for such items. Gravel or dirt driveways shall be restored to the equal or better than original condition and cost of same shall be incidental work which shall not be paid for separately, but shall be included in unit prices bid for other items. The removal of shrubs, hedges, bushes, fences, etc., and other obstructions not listed separately as a Contract Pay Item, will not be paid for directly as such, but shall be considered incidental work, and the cost shall be included in such contract prices as are provided for pay. Contractor shall be responsible for removing and resetting all existing fences and clothesline poles in a condition equal to or better than those existing at the time of construction. Construction shall be performed in accordance with Oklahoma City Standard Specifications (Section 810).

The cost of removal of trees necessary for construction shall be included in the price bid for Clearing and Grubbing. Construction shall be performed in accordance with Oklahoma City Standard Specifications (Section 810).

39. PUBLIC CONVENIENCES 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 to the traveling public than is considered necessary by the Engineer. The Contractor shall make provisions at all cross streets, highways, sidewalks, and private driveways for the free passage of vehicles and 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 work necessary for the construction and maintenance of roadway and bridges for the diversion of traffic. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer, shall keep any streets in condition for unobstructed use of fire apparatus.

40. 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 plan or as given save as herein provided; work

done without proper inspection or any extra or unclassified work done without written authority a prior agreement in writing as to prices will be done at the Contractor's risk and will be considered unauthorized; and at the option of the Engineer, may not be measured and paid for, any unauthorized work may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace if so directed, any rejected, unauthorized, or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it inexpedient to correct the work damaged or done not in accordance with the contract, and equable deduction from the contract price shall be made thereof.

41. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship: and unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefore, which shall appear within a period of two (2) years from the date of final acceptance. The City shall give notice of observed defects with reasonable promptness.

42. CLEAN-UP:

Clean-up operations to follow excavation and construction a distance not to exceed three hundred feet (300').

43. DVD COLOR AUDIO-VIDEO OF PRECONSTRUCTION, CONSTRUCTION AND FINAL RECORD:

Scope

Prior to commencing work, and after completion, the Contractor shall have a continuous color audio-video DVD recording the entire project to serve as a record of preconstruction conditions, and final conditions.

Equipment

All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls, or any other form of imperfections. The audio portion of the recording shall reproduce the commentary of the camera operation with proper volume, clarity and be free from distortion and interruptions.

Recorded Information-Audio

Each DVD shall begin with the current date, project name and municipality and be followed by the general location, i.e., viewing side and direction of progress. The audio

tract shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with his video of the zone of influence of construction.

Recorded Information-Video

All video recordings shall begin by displaying digital information to include the date and time of recording. The date information shall contain the month, day and year. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, contract number, direction of travel and the viewing side.

Lighting

All videos shall be conducted during times of good visibility. No recording shall be done during precipitation, mist or fog. The recordings shall only be done when sufficient sunlight is present to properly illuminate the subjects.

Area of Coverage

Recording coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavement, ditches, landscaping, culverts, fences and headwalls within the area covered.

SPECIAL PROVISIONS – TECHNICAL

2023 FIRE TRAINING TOWER

PROJECT NO. FSB2020-21801
1009 NW 75th Street.
OKLAHOMA CITY, OKLAHOMA 73116

These Special Provisions are included in and are a part of the Bidding Documents for this project.

GENERAL

1. SCOPE:

The work herein contemplated consists of furnishing all labor, materials, equipment, transportation, and incidentals necessary and required for the complete installation of street paving and appurtenances. This will include, but is not limited to the following major items.

2. CONSTRUCTION SEQUENCE

The contractor shall provide a Sequence of Construction prior to the commencement of construction activities. One lane of traffic shall remain open for local residents at all times.

WATER

All work shall be done in accordance with the City of Oklahoma City Standard Specifications for the Construction of Water Lines and Appurtenances.

1. GENERAL

These general and detailed specifications govern excavating, trenching, backfilling, handling, and installing of various kinds of pipe, installing fittings, valves, blow-offs, air valves, and other work required for the construction of these distribution lines and accessories all in accordance with the most recent version of the Standards for Public Water Supply Facilities, O.D.E.Q. Engineering Bulletin 0589, as adopted by the Oklahoma State Board of Health, with the most recent version of the standards, ANSI/AWWA C600, "Installation of Ductile-Iron Water Mains and Their Appurtenances," and ANSI/AWWA C601, "Disinfecting Water Mains," all as shown on the plans and as called for herein. The Contractor shall furnish all material, equipment, labor, and superintendence necessary to complete the construction of all the work as shown on the plans and as called for in these specifications.

2. FIRE HYDRANTS

- A. General – All fire hydrants furnished for this project shall conform to the most recent version of the standard ANSI/AWWA C502, Dry-Barrel Fire Hydrants.
- B. Size – All fire hydrants provided shall be for connection to a 6-inch diameter water main, shall have a minimum valve opening of 5¼” inches, shall have two 2 ½-inch hose nozzles, one 4-inch Storz nozzle, and shall have a 4-foot bury length, unless otherwise shown on the plans. Fire hydrants shall have a minimum of 12-inches distance from the ground line to the bottom of the steamer nozzle.
- C. Pressure Rating – All fire hydrants provided shall be rated at a minimum of 150 psi working pressure.
- D. Joints – Type of joint for connection to water main shall be mechanical joint anchoring fittings.
- E. Coatings – Coatings shall be applied to the appropriate parts of the fire hydrants in accordance with ANSI/AWWA C502 or alternatively in accordance with the most

- recent version of the standard ANSI/AWWA C550, Protective Interior Coating for Valves and Hydrants. All coatings, interior, and exterior shall be a minimum of one (1) mil. thick. Further, the exterior of the top section shall be shop coated with one coat of primer, per ANSI/AWWA C502, followed by one or more finish coats of gloss alkyd enamel which complies with Federal Specification TT-E-489. Total dry film thickness of top section exterior shall be a minimum of 3.0 mils and the finish coat color shall fully hide and cover the primer coat.
- F. Materials – All fire hydrants shall have gray or ductile cast iron bodies and shall be bronze-mounted throughout.
 - G. Other Details – All fire hydrants shall be two-piece barrel and be of the traffic model type. All hose threads shall conform to NFPA No. 1963 for National (American) Standard Fire Hose Coupling Screw Threads. The base of the hydrant shall be of the side inlet type. The operating nuts shall be nominally 1 ½-inch pentagons measured flat to point per ANSI/AWWA C502.
 - H. Accepted Manufacturers – Hydrants shall be Mueller Super Centurion 250 or approved equal. Minimum inside diameter for barrel must be seven inches (7"). Fire hydrants shall allow ground line extension with break-away capabilities.
 - I. Manufacturers Data and Affidavit of Compliance – Three copies of the manufacturer's descriptive literature, shop drawings, operating instructions, and maintenance and repair data shall be submitted to the Engineer for approval. An affidavit of compliance from the manufacturer shall be provided to the Engineer which states that the fire hydrants furnished comply with the applicable provisions of the most recent version of the standard ANSI/AWWA C502.
 - J. Finish Coat Color – the finish coat color shall be black with reflective silver bonnets.
 - K. All Fire Hydrants are to be fitted with Storz Nozzle – The hydrant pump nozzle shall be of one-piece design, compatible with 4" Storz hose coupling. The nozzles shall be an integral part of the fire hydrant and must be furnished by the manufacturer or authorized distributor designed by the manufacturer. Storz adapters will not be accepted.
 - L. The fire hydrant shall be set on a slab of concrete not less than 4" thick and 15" square. Not less than 7 cubic feet of crushed stone (not screenings) shall be placed around the fire hydrant to insure proper drainage. Prudent care shall be taken to ensure all fire hydrants are set vertical both ways.
- All main steamer nozzles shall front to street and have a gate valve located between main and fire hydrant.
- All new and/or replaced fire hydrants shall be installed between three (3) and five (5) feet behind back of street curb.

M. The installing of fire hydrants in the various locations shown on the plans or as required will be paid for at the unit price bid for installing fire hydrants, complete and in place. The unit price bid shall be complete compensation for installing the fire hydrant, including all excavation, blocking, backfill, and other incidental work required for the complete installation including the line to the hydrant.

3. VALVE BOXES

Valve boxes shall be adjustable, screw type cast iron with the top section at least 16" long. The box shall have a heavy, cast iron cover, marked "water." The box shall have a flange type base approximately 4-inches larger in diameter than the outside diameter of the barrel of the box. Extensions and all other pieces necessary for the valve box shall be of cast iron.

4. ABANDONING EXISTING WATER DISTRIBUTION SYSTEM

When all lines installed have been disinfected and hydrostatically tested and all services changed over to the new lines, plugs shall be installed to abandon in place all existing waterlines in the proposed area.

The new lines constructed under this project and their connection to other recently constructed lines and main trunks completely replaces the water distribution system in this area. The Contractor must salvage all fire hydrants in this area to ensure that no inoperative fire hydrants remain on abandoned lines. Payment for this work will be under "Remove Existing Fire Hydrant" Pay Item.

All existing valve boxes on these abandoned lines must be abandoned in accordance with the project plans to ensure that no extraneous valves remain in the area.

5. TRENCH EXCAVATION

The depth of cover for the distribution mains shall, in general, be 48 inches. The amount of cover may vary over or under 48 inches as shown on the plans or as directed by the Engineer, but in no case shall the cover be less than 30 inches. In order to obtain a true, even grade, the trench shall be fine-graded by hand. Any part of the trench excavated below grade shall be corrected by filling and thoroughly compacting with approved material.

Trench width established per Section 212 of the City of Oklahoma City Standard Specifications. The trench shall be cut so that the maximum horizontal offset of the trench walls from the bottom to the top of existing materials will not allow observance of the above, the Engineer may make a special consideration upon request of the Contractor.

Trench digging machinery may be used to make the trench excavation except in places where its operation would cause damage to trees, buildings, telephone lines, or other existing structures either above or below ground; in such instances, hand methods shall be

employed to excavate the trench at no additional cost.

Where necessary to prevent caving, the trench shall be adequately braced and shored. The unit price bid per linear foot of pipe shall include the cost of furnishing, installing, and removing the bracing and shoring.

The Contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to the pavement, outside the area as set forth in these specifications, as a result of the construction work shall be repaired by the Contractor at his expense. Street plates shall be used on the tracks of all crawler type equipment.

When mulch, quicksand, soft clay, swampy or other material unsuitable for foundations or subgrade are encountered which extend beyond the limits of the excavation, such material shall be removed and replaced with crushed rock cradle. The foundation material shall be power tamped in six inch (6") layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the Engineer before the work is performed.

All excavated material shall be placed in a manner that will not endanger the work or damage existing structures. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trench.

All fences or other improvements that are removed or damaged by the Contractor must be replaced in a manner satisfactory to the property owner. Special permission for the removal of such improvements shall be obtained by the Contractor from the owner of such improvements prior to their removal. When fences that enclose animals are removed, the Contractor shall construct a temporary fence along the working easement to prevent the animals from leaving their owner's premises.

6. DEWATERING EXCAVATION AREAS

- A. The Contractor shall provide and maintain ample equipment with which to remove all water from every source which enters excavations for structures and pipelines. Dewatering operations shall ensure dry excavations and the preservation of the elevations of the bottoms of the excavations shown on the drawings. Surface drainage shall not be allowed to enter excavated areas.
- B. Where the areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Contractor may adopt and carry out any method of dewatering he may deem feasible for the performance of the excavation work and for protection of the work thereafter, provided that the method and equipment to be used results in completed work which complies with the Specifications and is acceptable to the Engineer. In such cases, the excavation area shall be effectively protected from water damage during the excavation period and until all contemplated work therein has been completed.

- C. Prior to beginning excavation for structures which are to be constructed at or below the groundwater table, groundwater levels shall be lowered and maintained at a level at least three feet (3') below the bottom of such structures until construction and backfilling operations have been completed.
- D. The Contractor shall be responsible for damage to structures caused by hydrostatic displacement during construction operations.
- E. The cost of all temporary construction work necessary or incidental to dewatering excavated areas, including the costs of placing and removing sand bags, cofferdams, sheet piling, excavation and backfill, pumping, dewatering and well painting, shall be considered an integral part of the cost of excavation and no separate payment will be made therefore.
- F. The Special Conditions may contain additional requirements for dewatering excavated areas.

7. BEDDING

Where PVC pipe is to be installed in open cut trenches and where concrete cradles or encasement are not required, Type II Bedding (sand) shall be utilized. The cost of the Type II bedding shall be included in the price bid for PVC pipe.

8. BACKFILL

In areas not subject to vehicular traffic the remainder of the trench above the pipe bedding shall be backfilled with suitable material. No stones larger than six (6") inches in diameter, and no debris, stumps, or logs shall be permitted in the backfill. Backfill material shall be placed in such a way as to avoid damage to pipe or coatings and to avoid disturbing the pipe bedding or pipe. It shall be neatly rounded over the trench. If sufficient suitable material is not available from the excavation the Contractor shall supply material from another part of the work or from another source at his expense, to complete the backfill.

After backfilling has been completed the whole of the trench shall be settled with water, using care to avoid disturbing the pipe bedding or the pipe. After settlement has occurred the Contractor shall level the ground leaving space for replacing topsoil or paving. Any surplus material shall be removed.

Where the trench is across a sidewalk, the backfill material shall be river sand or other approved granular materials. Backfill shall be compacted while moist in 6-inch horizontal layers (loose measurement) by means of a pneumatic tamper. The compaction shall be used for the full width of the pavement plus ten feet on each side.

After completion of the backfill, all surplus material shall be removed and wasted at the Contractor's expense, at a location approved by the Engineer. The site shall be leveled and made ready for traffic as soon as practicable after backfilling.

Following the completion of the backfilling, the Contractor shall maintain the street and trench surfaces in a satisfactory manner until final completion and acceptance of the work. The maintenance to include blading from time to time as necessary, filling depressions caused by settlement, sprinkling to settle dust, and other work required to keep the streets and roads in a satisfactory condition for traffic. The Contractor shall maintain and be responsible for all paving cuts until such time as repair is completed and accepted.

9. STEEL CASING PIPE

Steel casing pipe shall conform to the Standard Specifications for Construction of Public Improvements for the City of Oklahoma City (Section 654). The minimum thickness of the steel casing pipe shall be 0.25 inch. The size and length shall be as shown on the Plans. The steel casing pipe shall be primed and painted on the outside with coal tar epoxy in accordance with AWWA C203 or as approved by the City Engineer.

10. REPLACEMENT OF PAVING

- A. Method - At the time paving is replaced, the Contractor shall saw the pavement full depth, one foot back from the edge of the ditch line on both sides and remove the pavement in this area. The paving removal shall be made in two separate operations as herein set forth. The total width of the removal will not be allowed on the initial pass. The intent of this specification is to assure one foot of bearing on natural soil on each side of the ditch for the repair section. NO separate payment will be made for removing the paving. The cost of this work shall be included as a part of the pipe line, complete and in place.
- B. Material - Where the cut is made in asphaltic paving, replacement paving shall consist of 6" of 3500 psi concrete (H.E.S.) followed by 2" of asphaltic paving which shall match the existing grade. Where the cut is made in concrete paving, replacement paving shall consist of 8" of 3500 psi concrete (H.E.S.) which shall match the existing grade.
- C. Workmanship - All paving replaced shall have quality workmanship, and a skilled concrete finisher shall be employed by the Contractor if necessary.

11. PIPE INSTALLATION

- A) Responsibility for Materials - The Contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacture or has become damaged in handling after delivery.
- B) Handling Pipe and Accessories - All pipe, fittings, valves, hydrants, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to, and distributed at the site of the work by the Contractor.

In distributing the material at the site of the work, each piece shall be unloaded opposite, or near, the place where it is to be laid in the trench. Coated and wrapped pipe shall be

handled in such a manner that a minimum amount of damage to the coating will result. Damaged coating shall be repaired in a manner satisfactory to the Engineer.

Pipe shall be placed on the site of the work parallel with the trench alignment and pipe shall be placed with the bell ends facing in the direction in which the work will proceed. The pipe, fittings, and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

12. TIE-IN TO EXISTING LINES

Tie-in to existing lines will be made by the Contractor. The Contractor shall furnish all of the necessary pipe, sleeves, and other fittings to make the tie-in. The cost of such tie-ins shall be included in the unit price bid for each separate pay item.

13. VALVE BOXES INSTALLATION

Gate valves shall be set with the stems plumb. Check valves shall be set horizontally. Tapping valves shall be installed in accordance with the recommendations of the pipe manufacturer being tapped. Other types of valves shall be set in position shown on the plans or as directed by the Engineer.

At the site of the work and just prior to placing the valve in the trench, the valve shall be fully opened and closed and a record of the number of turns required for full operation shall be furnished to the Engineer. The inside of the valve shall be thoroughly cleaned before installation.

The valve shall be set on a firm base. Valves in PVC pipelines shall be supported by concrete independently of the pipe. The valve and the valve box shall be firmly supported and centered prior to backfill. Installation of valves shall also comply with the appropriate standard detail.

14. CONCRETE CRADLING AND BLOCKING

Where concrete cradling is used, the concrete shall conform to concrete specifications.

Before placing the concrete, all loose earth shall be removed from the trench. The concrete shall be placed in the trench by use of chutes extending to within three feet of the bottom of the trench and shall be deposited uniformly on each side of the pipe in such a manner as not to disturb the grade and alignment of the pipe. The concrete shall be of such consistency that it will flow without separation of the aggregates.

At locations shown on the plans or as directed by the Engineer, the Contractor will be required to cradle the pipe or block the fittings.

15. RESTRAINED JOINTS

All fittings shall be restrained with Mega-lug or approved equal.

Concrete shall be used for thrust blocking the pipe, plugs, and fittings and shall be high early strength concrete. Compressive strength of concrete shall be 3500 psi at three (3) days. The thrust blocking shall be placed, as directed by the Engineer, between solid ground and the fitting to be blocked; the area of bearing on pipe and on the ground in each instance shall be that required by the Engineer. The backing shall be so placed that the pipe and fittings joints will be accessible for repair. The soil bearing value for thrust blocking shall be as recommended by the pipe manufacturer, and in the absence of such recommendation, the allowable bearing value shall not exceed 3000 lbs. per sq. ft.

Payment for Restrained Joints and thrust blocks shall be included in the price bid for each fitting complete-in-place.

16. SERVICE REPLACEMENT AND INSTALLATION

Long Service Connection: All labor and materials necessary for the installation of a new polyethylene service line from the new water main, boring the street, new meter box. Meter box to be supplied by the City of Nichols Hills. All service line bores or paving cuts shall be included in the cost of Single Long Service Connection.

Short Service Connection: All labor and materials necessary for the installation of a new polyethylene service line from the new water main, boring the street, new meter box. Meter box to be supplied by the City of Nichols Hills.

All service lines shall be polyethylene and be the same size as the existing line, a minimum being three-fourths inch (3/4") with 12 gauge stranded trace wire.

17. HYDROSTATIC TESTS

- A) **Pressure Test** - After the pipe has been laid, each valved section of the pipe shall be subjected to a hydrostatic pressure test. The main shall be tested at 200 psi pressure for 24 hours zero loss (i.e., 2 times an assumed working pressure of 100 psi).
- B) The pump, pipe connection, and all necessary apparatus shall be furnished by the Contractor and the Contractor shall furnish all necessary labor for connecting the pump, meter, and gauges. The water for filling and making tests on these mains may be obtained from existing fire hydrants. No charge will be made for water used for this purpose.

18. DISINFECTING WATER MAINS

- A) **General** - The Contractor shall furnish all labor, equipment, and material necessary for the disinfection of the new water mains in accordance with the most recent version of the Standards for Public Water Supply Facilities adopted by the Oklahoma State Board of Health, the most recent version of the standard, ANSI/AWWA C601 and with the following additional specifications.

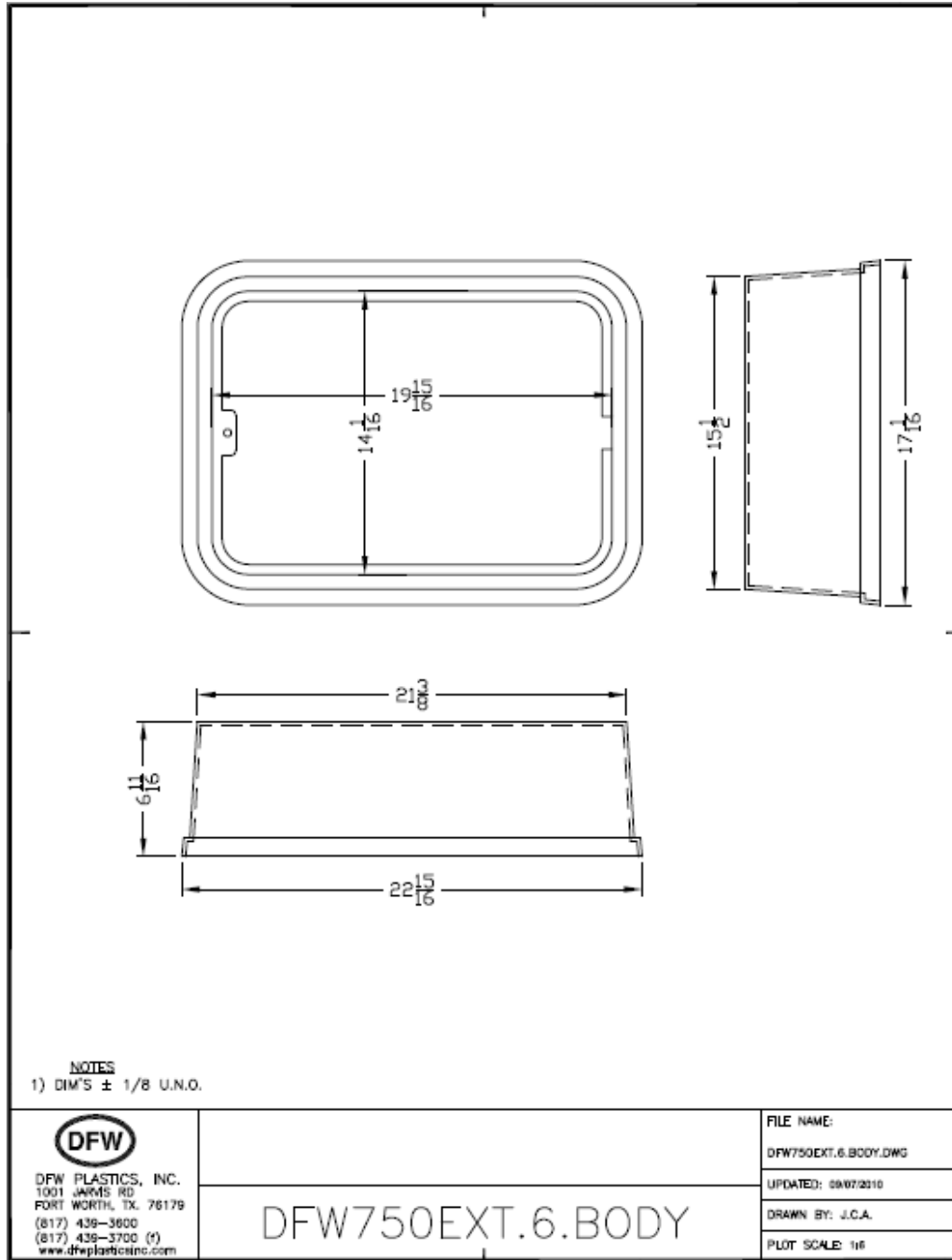
- B) Allowable Form of Chlorine - The Contractor may use liquid chlorine, liquid sodium hypochlorite, or calcium hypochlorite dissolved in water to disinfect water mains. Liquid chlorine is the preferred form.
- C) Method of Chlorination - Disinfection of the water mains shall be accomplished using the Continuous Feed Method described in ANSI/AWWA C601 except that the initial dosage of chlorine shall be at least 50 mg per liter.
- D) Bacteriological tests will be performed by the Contractor to determine the adequacy of the disinfection procedure and the Contractor will furnish all labor and materials required to draw samples and perform the bacteriological tests. Bacteriological sampling will be performed after the water main has been disinfected and flushed of the water used for disinfection and prior to placing the water main in service. Samples may be drawn from multiple points along the new water main to assure adequate disinfection was accomplished throughout. Samples will be drawn from each point on two consecutive days. Safe bacteriological samples must be obtained on two consecutive days from each point for the disinfection procedure to be deemed adequate. The Contractor will be required to re-disinfect the water main at his own expense until safe bacteriological samples are obtained.

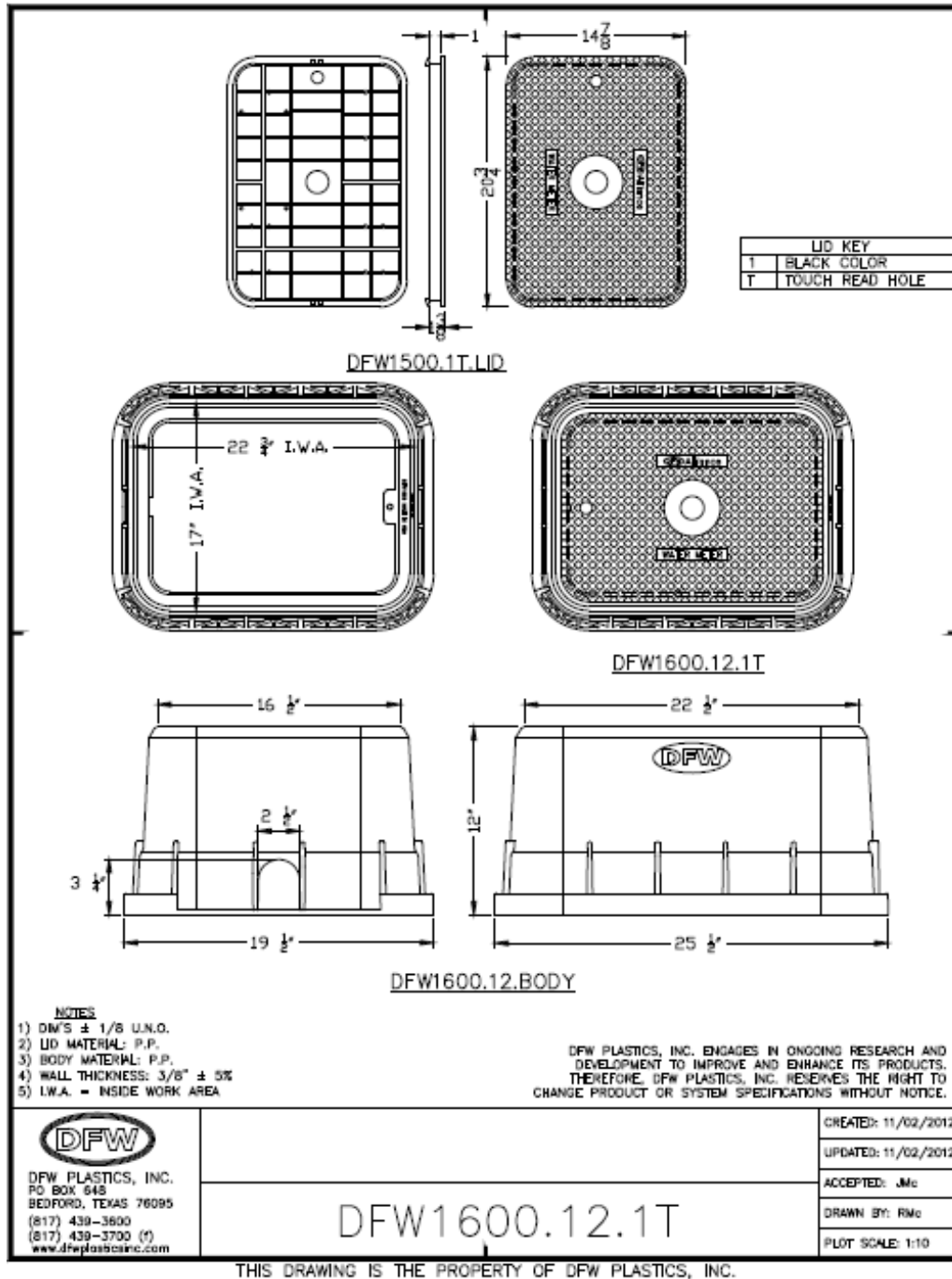
19. TRACER WIRE

All PVC water distribution pipe shall be installed complete with 12 gauge stranded tracer wire. Tracer wire shall be continuous between fire hydrants with no splices. All hydrants shall have PVC riser, banded to hydrant complete with test head.

20. WATER METER BOXES:

DFW Plastics water meter box and lid shall be provided by the City as follows:





MEASUREMENT AND PAYMENT

21. GENERAL

The unit price bid on each item, as stated in the proposals, shall include furnishing all labor, superintendent, machinery, equipment, and materials, except materials specifically specified to be furnished by others, necessary or incidental to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans or called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

22. PVC WATERLINE

The installation of PVC waterline in the various locations shown on the plans or as required will be paid for at the unit price bid per linear foot, complete and in place. The unit price bid shall be complete compensation for installing the pipe, complete and in place including trench excavation, pipe, tracer wire, water line tape and backfill.

23. PIPE FITTINGS

The installing of DIP fittings in the various locations shown on the plans or as required will be paid for at the unit price bid for each type of fitting, complete and in place. The unit price bid shall be complete compensation for installing the DIP fitting including thrust blocks and restraining rings.

Notes

LIST OF CONTRACT DOCUMENTS

The Successful Bidder, as Contractor, is responsible for the proper completion and submission of the documents listed below within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the "Signature Requirements for Bidding Documents."

All bonds must be issued by a surety licensed to do business in the State of Oklahoma and meeting the requirements of the Oklahoma Competitive Bidding Act (Title 61 O.S. 1991, §113)

REQUIRED CONTRACT DOCUMENTS

- Contract
- Performance Bond in the amount of the Contract
- Statutory Bond in the amount of the Contract
- Maintenance Bond in the amount of the Contract and for the term required in the Special Provisions
- Certificate of Nondiscrimination
- Certificates of Insurance in the types and amounts required in the Special Provisions, including:
 - Workers' Compensation
 - Public liability and Property Damage
 - Builder's Risk
- Contractor's Identification Numbers as required by the Commissioner of Labor
- Submit the Identification Numbers on the form provided herein.
- Defect Bond, if required by the Contractor's Prequalification Resolution
- Any other documents required in the Bidding Documents

Forms to be Used. Contractor shall use only the forms provided in the Bidding Documents or photocopies thereof and shall make no changes or alterations in the documents other than to add signature lines for joint ventures or limited liability companies in accordance with the instructions in the "Signature Requirements for Bidding Documents."

All documents will be submitted to the City Clerk, 6407 Avondale Dr., Nichols Hills, Oklahoma 73116, unless otherwise provided in the Bidding Documents.

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20_, by and between the CITY OF NICHOLS HILLS, party of the first part, hereinafter termed "City" and _____, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the CITY OF NICHOLS HILLS has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**2023 FIRE TRAINING TOWER
PROJECT FSB2020-218-01
1009 NW 75TH Street
OKLAHOMA CITY, OKLAHOMA**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record, has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and

WHEREAS, the City in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit:

_____ Dollars (\$_____).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the bidding documents, "Standard Specifications for Construction of Public Improvements", any special provisions, schedules and the plans adopted and approved by the CITY OF NICHOLS HILLS, all of which documents are on file in the Office of the City Clerk of the City and are made a part of this contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will review estimates of the value, based on contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request.

3. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

4. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, the day and year first above written.

ATTEST:

Contractor

(Witness - Secretary)

(Individual - President)

APPROVED by the Council of the CITY OF NICHOLS HILLS this _____ day of _____, 20____.

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

City Attorney

PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That We, _____, as Contractor, and _____, as Surety, are held and firmly bound unto the CITY OF NICHOLS HILLS, hereinafter called "City", a municipal corporation and City of the first class, of the State of Oklahoma, in the full and just sum of _____ Dollars (\$ _____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best bidder for the making of the following City work and improvement:

**2023 FIRE TRAINING TOWER
PROJECT NO. FSB202021801
1009 NW 75th Street
OKLAHOMA CITY, OKLAHOMA 73116**

has entered into a certain written contract with the CITY OF NICHOLS HILLS on the _____ day of _____, 20__, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said _____, as Contractor, shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the CITY OF NICHOLS HILLS, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, 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.

Executed this ____ day of _____, 20____ by the Contractor.

ATTEST:

Contractor

Secretary/Witness

By: _____
Authorized Officer

Executed this ____ day of _____, 20____ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-in-Fact

APPROVED by the Council of the CITY OF NICHOLS HILLS this ____ day of _____, 20____.

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

City Attorney

STATUTORY BOND**KNOW ALL MEN BY THESE PRESENTS:**

That We, _____ as Contractor, and _____
 _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the
 sum _____ (\$ _____), such sum being equal to
 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind
 ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally,
 firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor,
 _____, is the lowest and best bidder for the making of the following City work and improvement:

**2023 FIRE TRAINING TOWER
 PROJECT NO. FSB2020-21801
 1009 NW 75TH Street.
 OKLAHOMA CITY, OKLAHOMA 73116**

and has entered into a certain written contract with the CITY OF NICHOLS HILLS on the _____ day of
 _____, 20_____, for the erection and construction of said work and improvement, in exact
 accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made,
 adopted and placed on file in the Office of the City Clerk of the CITY OF NICHOLS HILLS.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said
 Contractor or subcontractor of said Contractor who perform work in the performance of said contract, and such
 repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or
 persons contracting with this City, within thirty (30) days after the same becomes due and payable, the person,
 firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

IN WITNESS WHEREOF, the said Contractor 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.

Executed this _____ day of _____, 20____ by the Contractor.

ATTEST:

Contractor

Secretary/Witness

By: _____
Authorized Officer

Executed this _____ day of _____, 20____ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-In-Fact

APPROVED by the Council of the CITY OF NICHOLS HILLS this _____ day of _____, 20____.

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

City Attorney

MAINTENANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That We, _____, as Contractor, and _____, as Surety, are held and firmly bound unto the CITY OF NICHOLS HILLS, a municipal corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of _____ Dollars (\$ _____), such sum being equal to the contract price for a period of TWO (2) year(s), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain contract between _____ and the CITY OF NICHOLS HILLS, dated this _____ day of _____, 20____, agreed to construct in the CITY OF NICHOLS HILLS:

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all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of the CITY OF NICHOLS HILLS; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of TWO (2) years from the date of acceptance of FSB2020-218-0 by the Council of the CITY OF NICHOLS HILLS.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of TWO (2) year(s) from and after acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of TWO (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the CITY OF NICHOLS HILLS, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days' notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

IN WITNESS WHEREOF, the said Contractor 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.

Executed this ____ day of _____, 20__ by the Contractor.

ATTEST:

Contractor

Secretary/Witness

By _____
Authorized Officer

Executed this ____ day of _____, 20__ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-in-Fact

APPROVED by the Council of the CITY OF NICHOLS HILLS this ____ day of _____, 20____.

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

City Attorney

DEFECT BOND

We, _____, as Contractor, and _____, as Surety, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are held and firmly bound unto THE CITY OF NICHOLS HILLS in the amount of _____ Dollars (\$_____); said sum being equal to one hundred percent (100%) of the contract price as provided herein for a period of TWO (2) year(s). We, as Contractor and Surety, bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally.

WHEREAS, the Contractor entered into a written contract with THE CITY OF NICHOLS HILLS to perform and provide work and construct or create or repair the project, to wit:

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all in compliance with the Bidding Documents for said project.

NOW, THEREFORE, should the Contractor, during the term of this Defect Bond, timely and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or non-compliant workmanship, work and material regarding or relating to the project, and should the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to THE CITY OF NICHOLS HILLS all damages, losses, costs and expenses which directly or indirectly may result from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials, work and workmanship in connection with said project; (2) the failure to timely and expeditiously maintain, repair or replace same; and (3) the cost and expense incurred by THE CITY OF NICHOLS HILLS to have any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by City staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Standard Provisions; otherwise, this Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire project by THE CITY OF NICHOLS HILLS as fully and totally complete and shall run for (1) the total number of years as provided in the Standard Provisions for this project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

Executed this ____ day of _____, 20____ by the Contractor.

ATTEST:

Contractor

Secretary/Witness

By: _____
Authorized Officer

Executed this ____ day of _____, 20____ by the Surety.

Surety

ATTEST:

Secretary/Witness

By: _____
Attorney-in-Fact

APPROVED by the Council of the CITY OF NICHOLS HILLS this ____ day of _____, 20____.

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

City Attorney

THE CITY OF NICHOLS HILLS
CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

 Name of Individual, Partnership, Limited Liability
 Company, or Corporation hereinafter called Bidder

 Signature of Bidder or Authorized Agent

 Type or print name and title of person who signed above

ISSUE DATE: _____

**THE CITY OF NICHOLS HILLS
CERTIFICATE OF INSURANCE**

PROJECT OR

CONTRACT NUMBER: FSB2020-218-0

PRODUCER	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.
	COMPANIES AFFORDING COVERAGE
ADDRESS	COMPANY A LETTER
	COMPANY B LETTER
INSURED	COMPANY C LETTER
	COMPANY D LETTER
ADDRESS	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY _____ COMMERCIAL GENERAL LIABILITY _____ OCCURENCE CLAIMS MADE AND TAIL COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

THE CITY OF NICHOLS HILLS AND THE _____ ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.

THE CITY OF NICHOLS HILLS AND THE _____ ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S)

**The City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116**

CANCELLATION

IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.

AUTHORIZED REPRESENTATIVE SIGNATURE
 TELEPHONE NUMBER ()

(PLEASE READ CAREFULLY)

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF NICHOLS HILLS AND PARTICIPATING TRUST(S)**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

CONTRACTOR IDENTIFICATION NUMBERS

This form is to be completed and submitted with the Contract.

Project Number: **FSB2020-218-01**

Description: **2023 FIRE TRAINING TOWER,**
1009 NW 75th Street
OKLAHOMA CITY, OKLAHOMA 73116

Name of Contractor: _____

The Contractor provides the following Identification Numbers:

Oklahoma Tax Commission: _____

Oklahoma Employment Security Commission: _____

Internal Revenue Service: _____

Social Security Administration: _____

Contractor is reminded that no Contractor or subcontractor may be employed on this project who is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.

LIST OF DOCUMENTS REQUIRED FOR THIS BID

Project Number: **FSB2020-218-01**

Description: **2023 FIRE TRAINING TOWER**
1009 NW 75th Street.
OKLAHOMA CITY, OKLAHOMA 73116

The Bidder is responsible for reviewing this list of required documents and any requirements of the Special Provisions and/or Special Provisions - Technical and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
 Detailed Bid Form (if provided in the Bidding Documents)
 Detailed Bid Form with Alternates (if provided in the Bidding Documents)
 Non-Collusion Affidavit
 Business Relationship Affidavit
 Bid Security

For the purpose of determining that a Bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the Special Provisions and Special Provisions - Technical for any other required documents. Failure to submit a required document may be cause for rejection of the Bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for the City of Nichols Hills or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

- (1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.
- (2) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.
- (3) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.
- (4) **All Affidavits must be signed and notarized.** The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (5) The Bid Bond must be submitted in the sealed envelope with the Bid.
- (6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words **"Sealed Bid for Project FSB2020-218-01"** on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must have the original ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must have the original ink signature of the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must have the original ink signature of a General Partner, or comply with Part I.B.(6).
- (4) Bids submitted as a Joint Venture: If two or more parties submit a joint Bid, the Bid Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of Bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6).

Where notarization is required on the forms, each signature must be properly notarized.

- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B. (6) below.
- (7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

- (1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer (if the Bidder shows delays in returning the contract are beyond the Bidder's control).
- (2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (3) Type or legibly print the name of the individual, limited liability company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS

- (1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) § 1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply

with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

- (3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II. B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.
- (7) Additional Documentation: Additional documentation may be required.

BID PACKAGE COVER SHEET

THE FOLLOWING PAGES CONSTITUTE THE BID PACKAGE FOR THIS PROJECT

Bidders should consult the "List of Documents Required for This Bid" the Standard Specifications, Special Provisions and Special Provisions - Technical of the Bidding Documents to assure that all of the Required Documents are submitted with the Bid.

Bidders should consult the "Instructions to Bidders" and the "Signature Requirements for Bidding Documents" for the requirements for the submission of Bidding Documents.

The following pages should be removed from the project manual and used to submit the Bid. However, submission of a Bid on photocopies made from these pages will not invalidate the Bid.

*ALL BID SUBMISSIONS SHOULD BE TYPEWRITTEN
OR LEGIBLY PRINTED IN INK*

ORIGINAL INK SIGNATURES ARE REQUIRED

THE CITY OF NICHOLS HILLS**BID FORM**

*This Bid will not be considered unless this form has been fully completed
and signed by the Bidder or the Bidder's Authorized Agent*

Project Number: **FSB2020-218-01**

Description: **2023 FIRE TRAINING TOWER**
1009 NW 75th Street,
OKLAHOMA CITY, OKLAHOMA 73116

Name of Bidder: _____

Address: _____

To the City Clerk:

The undersigned, as or on behalf of Bidder, declares: That Bidder prepared this Bid and, before preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the City of Nichols Hills and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following the City's notification of its intent to award Contract, unless such time is extended by the City Engineer. Bidder hereby agrees to commence work within ten (10) calendar days after the Work Order is issued by the City Engineer and to complete the work within the number of working days or by the calendar date specified in the Special Provisions of the Bidding Documents. Bidder encloses the Bid Security as required in Bidding Documents. The Non-Collusion Affidavit, in its entirety, is incorporated herein by reference.

TOTAL BID: _____ Dollars (\$_____)
 (Dollar figure written out)

*If Detailed Bid Form is provided, enter Unit Prices on that Form. The sum of the
Unit Prices constitutes the Total Bid, which must be entered on this page.*

*Name of Individual, Partnership, Limited Liability
Company, or Corporation, herein called "Bidder"*

Signature of Bidder or Bidder's Authorized Agent

Type or legibly print name and title of person who signed above
Original ink signature required

Bidder acknowledges receipt of the following addenda:

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

THE CITY OF NICHOLS HILLS NONCOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Bid.

For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
- b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
- c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

***This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.***

Certified this _____ day of _____, 20____.

Name of Individual, Partnership, Limited Liability
Company, or Corporation herein called Bidder

Signature of Bidder or Bidder's Authorized Agent

Type or print name and title of person who signed above

This Affidavit required for Public Improvement Projects by 61 Okla. Stat. Supp. 2008 § 115.

THE CITY OF NICHOLS HILLS

BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project **except, if any, as stated on the lines below.**

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project **except, if any, as stated on the lines below.**

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms **on the lines provided below:**

(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This Bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public.

STATE OF _____)
) ss.
 COUNTY OF _____)

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

 Name of Individual, Partnership, Limited Liability
 Company, or Corporation herein called Bidder

 Signature of Bidder or Bidder's Authorized Agent

 Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this _____ day of _____, 20_____,
 by the above named Bidder or Bidder's Authorized Agent.

My Commission expires _____

 Notary Public

My Commission number _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes Supp. 2008 § 108.

06/07/2023
Construction Documents

City of Nichols Hills
Fire Training Tower

DOCUMENT 003143 - PERMIT APPLICATION
City of Nichols Permit Fees will be waived for this project.
END OF DOCUMENT 003143

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.
- 1.5 CHANGE ORDER PROCEDURES
 - A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
- 1.6 CONSTRUCTION CHANGE DIRECTIVE
 - A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
 - B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

06/07/2023
Construction Documents

City of Nichols Hills
Fire Training Tower

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders (numbers) that affect value.
 - c. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

- C. Payment Application Times: Submit Application for Payment to Architect by the 20th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 - 1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit electronic, signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of values.
 2. Contractor's construction schedule (preliminary if not final).
 3. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 4. Submittal schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
 12. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.

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5. AIA Document G706.
6. Evidence that claims have been settled.
7. Final liquidated damages settlement statement.
8. Proof that taxes, fees, and similar obligations are paid.
9. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Site condition reports.
 - 3. Unusual event reports.
- B. Related Requirements:
 - 1. Section 014000 "Quality Requirements" for schedule of tests and inspections.
 - 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

- F. Float: The measure of leeway in starting and completing an activity.
- G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
- B. Startup construction schedule.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of [Substantial Completion] [Final Completion].
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

3. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Limitations of continued occupancies.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use-of-premises restrictions.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Installation.
 - b. Tests and inspections.
 - c. Building flush-out.
 - d. Startup and placement into final use and operation.
 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
 - f. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:
1. City Hall Receptionist Area Substantial Completion.
 2. Building Addition Substantial Completion.
- F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 2. As the Work progresses, indicate Final Completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.
- 1.7 STARTUP CONSTRUCTION SCHEDULE
- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- 1.8 GANTT-CHART SCHEDULE REQUIREMENTS
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work the Notice to Proceed.

1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. High and low temperatures and general weather conditions, including presence of rain or snow.
 5. Testing and inspection.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events.
 9. Stoppages, delays, shortages, and losses.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received and implemented.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial completions and occupancies.
 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
 2. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
6. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
7. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Names of subcontractor, manufacturer, and supplier.
6. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
7. Category and type of submittal.
8. Submittal purpose and description.
9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
10. Other necessary identification.
11. Remarks.
12. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's[and Construction Manager's] action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.
- 1.6 SUBMITTAL REQUIREMENTS
- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:

- a. Manufacturer's product specifications.
 - b. Standard color charts.
 - c. Statement of compliance with specified referenced standards.
 - d. Testing by recognized testing agency.
 - e. Application of testing agency labels and seals.
 - f. Notation of coordination requirements.
 - g. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data[unless submittal based on Architect's digital data drawing files is otherwise permitted].
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.

4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 - 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
 - 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 - 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp or indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action[.][, as follows:]
 - 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. **Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.**
- D. Architect will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data : For Contractor's quality-control personnel.

1.5 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.

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4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and in Statement of Special Inspections attached to this Section and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

06/07/2023
Construction Documents

City of Nichols Hills
Fire Training Tower

END OF SECTION

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 014339 - MOCKUPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Integrated exterior mockups.

1.2 DEFINITIONS

- A. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as part of permanent construction, consisting of multiple products, assemblies, and subassemblies.
- B. Preconstruction Laboratory Mockups: Integrated exterior mockups constructed at testing facility to verify performance characteristics.
- C. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting as indicated.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, testing and inspecting agency representative, and installers of major systems whose Work is included in integrated exterior mockups.
2. Review coordination of equipment and furnishings provided by the Owner for room mockups.
3. Review locations and extent of mockups.
4. Review and finalize schedule for mockups, and verify availability of materials, personnel, equipment, and facilities needed to complete mockups and testing and maintain schedule for the Work.

1.4 QUALITY ASSURANCE

A. Build mockups to do the following:

1. Verify selections made under Sample submittals.
2. Demonstrate aesthetic effects.
3. Demonstrate the qualities of products and workmanship.
4. Demonstrate acceptable coordination between components and systems.

- B. Fabrication: Before fabricating or installing portions of the Work requiring mockups, build mockups for each form of construction and finish required. Use materials and installation methods as required for the Work.
 - 1. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 2. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
- C. Notifications:
 - 1. Notify Architect seven days in advance of the dates and times when mockups will be constructed.
 - 2. Allow seven days for initial review and each re-review of each mockup.
- D. Approval: Obtain Architect's approval of mockups before starting fabrication or construction of corresponding Work.
 - 1. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 COORDINATION

- A. Coordinate schedule for construction of mockups, so construction, testing, and review of mockups do not impact Project schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design support structure for free-standing mockups.
- B. Structural Performance:
 - 1. Seismic Performance: Mockups and support structure to withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7.
 - 2. Wind Loads: As indicated on Drawings.

2.2 INTEGRATED EXTERIOR MOCKUPS

- A. Construct integrated exterior mockups . Construct mockups to demonstrate constructability, coordination of trades, and sequencing of Work; and to ensure materials, components, subassemblies, assemblies, and interfaces integrate into a system complying with indicated performance and aesthetic requirements.
- B. Design and construct foundation and superstructure to support free-standing integrated exterior mockups.
- C. Build integrated exterior mockups using installers and construction methods that will be used in completed construction.
- D. Use specified products that have been approved by Architect. Coordinate installation of materials and products specified in individual Specification Sections that include Work included in integrated exterior mockups.
- E. The Work of integrated exterior mockups includes, but is not limited to, the following:
 - 1. Masonry veneer.
 - 2. Cold-formed metal framing and sheathing.
 - 3. Air and weather barriers.
 - 4. Thermal insulation.
 - 5. Through-wall flashing.
 - 6. Flashing and sheet metal trim.
 - 7. Joint sealants.
 - 8. Aluminum-framed entrances and storefront.
 - 9. Glazing.
- F. Photographic Documentation: Document construction of integrated exterior mockups with photographs in accordance with Section 013233 "Photographic Documentation." Provide photographs showing details of interface of different materials and assemblies.
- G. Provide and document modifications to construction details and interfaces between components and systems required to properly sequence the Work, or to pass performance testing requirements. Obtain Architect's approval for modifications.
- H. Retain approved mockups constructed in place. Incorporate fully into the Work.

PART 3 - EXECUTION

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- G. Sewer, Water, and Electric Power Service: Use charges are specified in Section 011200 "Multiple Contract Summary."

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- E. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- F. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
- G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

2.2 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Field Office Location: Owner will provide space at the Public Works site (approximately 1 mile north of construction site) for prefabricated or mobile Field Office.
- C. Field Offices: Owner will provide conditioned interior space for field offices for duration of Project. Owner will provide temporary meeting space in the existing Fire Station for construction meetings.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.
- F. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service overhead unless otherwise indicated.
 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- K. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment for each field office.
- L. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.
- M. Project Computer: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
 2. Internet Service: Broadband modem, router, and ISP, equipped with hardware firewall, providing minimum 10.0 -Mbps upload and 15 -Mbps download speeds at each computer.
 3. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary construction meetings.
3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary offsite parking areas for construction personnel. There is an extremely limited amount of parking areas at the project site, parking will have to be coordinated between personnel and possibly shuttled from Public Works Site.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs. Nichols Hills Public Works site can be used for additional short term staging

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touch up signs, so they are legible at all times.

G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with[requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and] requirements specified in Section 311000 "Site Clearing."
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.

- c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION

SECTION 015723 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 STORMWATER POLLUTION PREVENTION PLAN

- A. The Stormwater Pollution Prevention Plan (SWPPP) is part of the Contract Documents and is bound into this Project Manual.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with all best management practices, general requirements, performance requirements, reporting requirements, and all other requirements included in the SWPPP.
- B. Locate stormwater pollution controls in accordance with the SWPPP.
- C. Conduct construction as required to comply with the SWPPP and that minimize possible contamination or pollution or other undesirable effects.
 - 1. Inspect, repair, and maintain SWPPP controls during construction.
 - a. Inspect all SWPPP controls not less than every seven days, and after each occurrence of a storm event, as outlined in the SWPPP.
- D. Remove SWPPP controls at completion of construction and restore and stabilize areas disturbed during construction.

END OF SECTION

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
1. Installation of the Work.
 2. Cutting and patching.
 3. Progress cleaning.
 4. Starting and adjusting.
 5. Protection of installed construction.
 6. Correction of the Work.
- B. Related Requirements:
1. Section 011000 "Summary" for coordination of [Owner-furnished products] [, Owner-performed work] [, Owner's separate contracts], and limits on use of Project site.
 2. Section 013300 "Submittal Procedures" for submitting surveys.
 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at [Project site] <Insert location>.
1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

- a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CUTTING AND PATCHING

- A. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.4 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

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END OF SECTION

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EXECUTION

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis.[**Distinguish between demolition and construction waste.**] Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of [**demolition**] [**site-clearing**] [**and**] [**construction**] waste generated by the Work. Use [**Form CWM-1 for construction waste**] [**and**] [**Form CWM-2 for demolition waste**] <Insert Owner's form designation>. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use [**Form CWM-3 for construction waste**] [**and**] [**Form CWM-4 for demolition waste**] <Insert Owner's form designation>. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work in compliance with [**Section 024116 "Structure Demolition."**] [**Section 024119 "Selective Demolition."**]
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use [**Form CWM-5 for construction waste**] [**and**] [**Form CWM-6 for demolition waste**] <Insert Owner's form designation>. Include the following:
 1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in transportation and tipping fees by donating materials.
 7. Savings in transportation and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.

9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of [50] [75] <Insert number> percent by weight of total nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials[.], **including the following:**

1. Demolition Waste:
 - a. Asphalt paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Brick.
 - e. Concrete masonry units.
 - f. Wood studs.
 - g. Wood joists.
 - h. Plywood and oriented strand board.
 - i. Wood paneling.
 - j. Wood trim.
 - k. Structural and miscellaneous steel.
 - l. Rough hardware.
 - m. Roofing.
 - n. Insulation.
 - o. Doors and frames.
 - p. Door hardware.
 - q. Windows.
 - r. Glazing.
 - s. Metal studs.
 - t. Gypsum board.
 - u. Acoustical tile and panels.
 - v. Carpet.
 - w. Carpet pad.
 - x. Demountable partitions.
 - y. Equipment.
 - z. Cabinets.
 - aa. Plumbing fixtures.
 - bb. Piping.
 - cc. Supports and hangers.
 - dd. Valves.
 - ee. Sprinklers.
 - ff. Mechanical equipment.
 - gg. Refrigerants.
 - hh. Electrical conduit.
 - ii. Copper wiring.

- jj. Lighting fixtures.
- kk. Lamps.
- ll. Ballasts.
- mm. Electrical devices.
- nn. Switchgear and panelboards.
- oo. Transformers.
- pp. <Insert materials required>.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Wood pallets.
 - 8) Plastic pails.
- m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:
 - 1) Paper.
 - 2) Aluminum cans.
 - 3) Glass containers.
- n. <Insert materials required>.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. [**Coordinator shall be present at Project site full time for duration of Project.**]
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within [three] <Insert number> days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- E. Waste Management in Historic Zones or Areas: Transportation equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by [12 inches] <Insert dimension> or more.

3.2 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-2 for demolition waste identification.
- C. Form CWM-3 for construction waste reduction work plan.
- D. Form CWM-4 for demolition waste reduction work plan.
- E. Form CWM-5 for cost/revenue analysis of construction waste reduction work plan.

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- F. Form CWM-6 for cost/revenue analysis of demolition waste reduction work plan.
- G. Form CWM-7 for construction waste reduction progress report.
- H. Form CWM-8 for demolition waste reduction progress report.

END OF SECTION

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 131210 - PRE-ENGINEERED STEEL FIRE TRAINING TOWER

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Fire Training Structure/Tower.
 - 2. Design Requirements.

1.2 RELATED SECTIONS

- A. The following Sections contain requirements that relate to this section:

1.3 REFERENCES

- A. American Iron and Steel Institute (AISI):
 - 1. "Specification for the Design of Cold-Formed Steel Structural Members."
- B. American Institute of Steel Construction (AISC):
 - 1. "Steel Construction Manual", Allowable Stress or Load and Resistance Factor Design.
- C. American Society for Testing and Materials (ASTM) Publications:
 - 1. ASTM A36 "Standard Specification for Carbon Structural Steel"
 - 2. ASTM A123 "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products"
 - 3. ASTM A653 "Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process"
 - 4. ASTM A924 "Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process"
 - 5. ASTM A992 "Standard Specification for Structural Steel Shapes"
- D. National Fire Protection Association (NFPA):
 - 1. NFPA 1402 – "Standard On Facilities For Fire Training And Associated Props"
 - 2. NFPA 1403 – "Standard On Live Fire Training Evolutions"
- E. International Code Council (ICC):
 - 1. International Building Code

1.4 SUBMITTALS

- A. General: Submit the following in accordance with the Division 1 Specification Sections:
- B. Product Data: Submit floor plans, elevations, catalog, general specifications, locations of similar projects completed.
- C. Samples: Submit manufacturer's standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the Owner.

1.5 DESCRIPTION: FIRE TRAINING SIMULATOR

- A. Purpose: This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.
- B. General: The fire training structure/tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame of our building and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur. This wall panel system also creates a flat surface ideal for ladder or rappelling anywhere on the tower to simulate actual street conditions.
- C. Structural Integrity: The wind loads, deck and the roof loads stated herein represent the standard criteria. Increased loadings, as may be dictated by local jurisdictions, will be accommodated. The primary structural system shall utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a nonbuilding structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of $L/240$.
- D. Code Compliance: The fire training structure/tower's primary structural and seismic design shall be in accordance with the building code having jurisdiction in the area of the project. Due to the unique nature of the intended use of these fire training structures/towers; handrail extensions, guard openings, riser openings, means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This may require a building code variance in some locations; however, this simulator shall meet applicable building codes and NFPA 1402 standards. It is the responsibility of the Owner to obtain such variance if required.

1.6 DESIGN, DRAWINGS AND DATA

- A. The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. Will, within 15 working days after the receipt of order, submit 2 sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Will submit 2 sets of assembly (steel erection) drawings and 2 sets of assembly manuals concurrent with the shipment of materials. Building parts shall each be identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: The manufacturer shall have a minimum of 10 years successful experience in designing and manufacturing Fire Training Towers of similar size and scope as project requires.
- B. Engineering Professional Qualifications: The engineering professional who designs the structure for the project must be registered in the State of the fire training tower's location and have successfully designed a minimum of 10 fire training towers. Upon request, the engineering professional shall submit an Engineering Qualifications Form stating his licensing number in the state of licensure, as well as listing a minimum of 10 fire training towers that he has designed and stamped.
- C. Erector Qualifications: The erector shall provide evidence of successfully completing two Fire/Tactical Training Towers of similar size and scope or shall provide evidence of a fire/tactical tower erection consultation provided with Fire Facilities Inc., as project requires.

1.8 DELIVERY, INSPECTION AND STORAGE

- A. All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and reported at once to the manufacturer. All claims for damages or shortages must be reported within 48 hours of delivery. Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

1.9 WARRANTY

- A. General Warranty: The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of one year from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier's option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer's handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer's control. The foregoing are not subject to warranty.
- B. Paint Warranty: The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.
- C. Structure Warranty: A 5-year limited warranty shall be provided on the structure itself.

PART 2 - PRODUCTS

2.1 SUPPLIERS/SYSTEMS

- A. Acceptable Suppliers/Systems: Fire Facilities, Inc., 314 Wilburn Road, Sun Prairie, WI, 53590, Phone: 800/929-3726 or 608/327-4100, Fax: 866/639-7012 or 608/834-1843, E-mail: info@firefacilities.com, Website: www.firefacilities.com.
- B. Alternate Suppliers/Systems: Any systems/materials not explicitly meeting the specifications stated herein, shall be pre-approved fourteen days prior to the bid due date. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, burn room insulation thermal performance values, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

2.2 MATERIALS

- A. All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be hot-dipped galvanized. When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized. Any exposed material which is not galvanized, shall be given one coat of shop paint.

2.3 FASTENERS

- A. All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (ASTM A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

2.4 WEATHER SEALING

- A. All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on the building plan. Because of the intended use water tightness of simulators is not required or assured.

2.5 ROOF SYSTEMS

- A. Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per ASTM A653, class G60 with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 1/4" flats with an actual 1 3/4" wide recesses and a maximum of 1 1/2" deep recesses. Panels must be roll formed.

2.6 EXTERIOR WALL SYSTEM

- A. Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.

2.7 WALL PANELS

- A. The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A924, class G-90. Panels shall have nominal 4 3/4" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Since panels are set in the horizontal plane, sealants are not required to make this structure weather tight (sealants in extreme temperature environments will breakdown prematurely). Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.
- B. The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A924. The interior wall panels shall have a 3/4" deep maximum corrugation at 3 1/2" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

- C. Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A924, hot-dipped galvanized, and painted with a paint system on both sides of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

2.8 SECONDARY WALL FRAMING

- A. Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction and be spaced at no more than 24 inches on center. Stud size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

2.9 SECONDARY ROOF FRAMING

- A. Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

2.10 WINDOW AND DOOR LOCATIONS

- A. Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

2.11 WINDOW SHUTTERS

- A. All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jambs shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A924. Shutters will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the appropriate quantities per shutter (see paragraph below). A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single panel/sheet shutters. Galvanized shutters are required to prevent premature rusting. All shutters shall be provided with a galvanized hold open and an operating lever latch with handles on both the inside and outside of the shutter. This latch shall have a padlocking handle and its case shall be 1/8" thick zinc plated steel with a black powder coated finish.
- B. Shutters for all areas except the burn room shall have two heavy-duty hinges. Shutters for the burn room areas shall have three heavy-duty hinges. In addition, burn room shutters shall be protected with a 1" thick Westemp insulation panel mounted on the inside of the burn room.

2.12 DOORS

- A. Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 ¾" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.
- B. Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open, a 6 ½" door pull, an adjustable spring closure, and an operating lever latch. This operating lever latch shall have handles on both the inside and outside of the door, a padlocking handle, and its case shall be 1/8" thick zinc plated steel with a black powder coated finish. A door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be protected with 1" thick Westemp insulation panels mounted on the inside of the burn room.

2.13 PARAPET WALLS

- A. Parapet walls, if utilized, shall be designed to resist a load of 50 lb/ft and a concentrated point load of 200 lbs in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

2.14 SECONDARY FLOOR SYSTEM

- A. Interior decks shall be of six inch wide, unpainted 18 ga. slip resistant galvanized steel per ASTM A924, A-60 with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gage steel "C" joists spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. Joists size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering is not required in non-burn room areas due to the safe (no large recesses to twist ankles or injure knees) and user-friendly floor panels specified. Toe kicks shall be installed around the entire perimeter of each floor to prevent potential injuries due to exposed openings to floor below. Concrete floor covering is specified for the entire floor system (except for annex attic area). Concrete floor covering is by others.
- B. The concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

2.15 STAIRS AND ACCESSORIES

- A. Stair widths shall be a minimum of 3'-0" wide. Stair rails shall include 36" high handrails and 42" high guardrails on both sides of the stairs. Handrail extensions are not to be utilized to prevent unnecessary hazards when training. Stringers shall be plate, treads and platforms are bar grate, and risers to be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a loading of 100 psf and a minimum concentrated tread load of 300 lbs/4 sq.in.
- B. Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between guardrails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a linear load of 50 plf and a concentrated point load of 200 lbs. Guardrails on stairs shall be an all factory welded assembly. Guardrails at openings shall have a factory welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high.
- C. Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

2.16 BASIS OF DESIGN - WH-3S/LIEUTENANT FEATURES

- A. Tower Section

1. 22'-0" x 16'-0" x 36'-0"
2. Flat roof
3. Wind Load 105 MPH, Exposure C, Risk Category I
4. Roof live load 100 PSF
5. Floor live load 100 PSF
6. Interior stairs to the 3rd floor level
7. Interior fixed ladder, 3rd floor to roof
8. 3' x 4' window openings w/ steel shutters (see drawings for Qty.)
9. 3' x 2'-6" window openings w/ steel shutters (see drawings for Qty.)
10. 3' x 7' exterior steel door (see drawings for Qty.)
11. 2'-6" x 3' Bilco roof hatch (see drawings for Qty.)
12. Parapet roof guard with exclusive roof drainage to the exterior of the building with a chain opening

B. Annex

1. 20'-0" x 16'-0" x 18'-0" High
2. 2/3 - 8-½" in 12" single pitch and 1/3 flat roof
3. Wind Load 105 MPH, Exposure C, Risk Category I
4. Roof live load 100 PSF
5. 3' x 4' window openings with steel shutters (see drawings for Qty.)
6. 3' x 7' exterior metal door (see drawings for Qty.)
7. 3' x 7' interior metal doors (see drawings for Qty.)
8. 4' x 8' roof chop-out curb, 12 ga. galvanized (see drawings for Qty.)

2.17 ADDITIONAL FEATURES TO BE INCLUDED

- A. Fire Escape: Exterior fire escape to the *annex flat roof* deck (9' high). Stair widths shall be 3'-0" wide and hot-dipped galvanized. Constructed of formed stringers welded to bar grate treads with open risers. Hand rails to be manufactured from 1.25" I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. To include swing doors at each upper floor.
- B. Riser System: Brass Siamese fire department connection (4" x 2 ½" x 2 ½"; NST thread) located at the exterior of the tower, with galv. interior 4" diameter riser (22' high). Include a connection (2.5" NST thread) on the towers interior at each deck level and a connection for future sprinklers at each floor.
- C. Sprinkler System: A two head sprinkler system shall be located on the 1st floor. The system shall utilize galvanized 1" diameter pipes, galvanized elbows/tees, and a shutoff valve, along with the threaded rods/clamps required for attachment. – (0) total sprinkler system(s) required
- D. Exhaust Fan: Fan/Belt driven sidewall exhauster, 1 ½ horsepower with a 24" x 24" damper and interior safety shield (one speed, 240 volt single phase) – (1) fan(s) required

- E. **Smoke Distribution System:** The artificial smoke distribution system shall allow for runs of (6) interior smoke outlets and (1) exhaust outlet. This system includes two cabinets, 115 volt circulation blower, 3" gate valves, and 3" dia. schedule 40 PVC pipes. One of these cabinets shall allow for a separate compartment for holding a propellant tank for a standard smoke generator. The cabinets shall be hot-dipped galvanized, per ASTM A924 and painted on both the interior and exterior of the cabinet. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.
- F. **Smoke Generator:** Provide a smoke generator that operates on a 100% duty cycle with a smoke output of 7,680 cfm. This generator shall use an oil based fluid with a maximum particle size of .7 microns to ensure long hang time and dense smoke (maximum visibility of 3 ft in a 29' x 29' x 9' high area after one minute of use). An automatic purging system shall be included to prevent the heat exchanger from premature failure and clogs. The generator shall include 4 gallons of a safe, nontoxic, and oil based fluid. Oil based fluids are recommended for fire training environments, over water based fluids, as oil based fluids have 20 to 25 times longer hang time and will not dissipate rapidly in high temperature environments. The smoke generator shall have a 5 year warranty.
- G. **Movable Wall System/Maze:** Each individual movable wall panel (3'-7" wide x full height) is constructed of 20 ga. galv. vertical and horizontal channel stiffeners with a 14 ga. galv. top track. This top track then attaches to a 14 ga. galv. hanging track. The whole system is then held into place with two compression clamps. This system shall allow the wall to slide on the top track, lock into place, and allow for total removal without the use of tools. – (10) movable wall panel(s) required
- H. **Ladder Hook Bar:** The ladder hook bar is used on sloped roofs to ensure a safe attachment of the trainee's ladder hook when setting the ladder on the roof itself. This system consists of 10'-6" long schedule 80 pipe with 12 ga. pipe angles for attachment. This system shall be hot-dipped galvanized. – (1) ladder hook bars required
- I. **Foundation Design:** The foundation shall be designed to handle the structural tower loads (loads designated by the tower manufacturer) along with the existing soil conditions (soil test/report by others). All ground floor columns and stud walls shall sit on a concrete curb and the interior of the ground floor slab shall be sloped to aid in removing the high volumes of water utilized in these types of structures.
- J. **Durabak Slip-Resistant Paint Roof System:** 18 ga. galvanized roof panels on annex roof only to be covered with a three-coat paint system. The basecoat shall consist of a etch primer while the two topcoats will consist of a finishing polyurethane paint with embedded rubber aggregate. This paint shall be slip resistant, waterproof, abrasion, chemical, salt water, UV and corrosion resistant. Note: Paint does not cover recesses in panels, only the flats of the panels. Acceptable manufacturer of this paint system is The Durabak Company.
- K. **Roof Guard Rails:** Rails and posts to be manufactured from 1.25 inch I.D. (1.66" O.D.) schedule 40 round pipe and hot-dipped galvanized. Openings between rails shall not exceed 12 inches (minimum of three horizontal rails required) and top rail shall be a minimum height of 42 inches high. System to be installed around the perimeter of the annex flat roof and set back from the edge of the roof for additional safety.

- L. Manhole Frame/Cover: A 34" solid cast iron manhole cover with self sealing gasket shall be used to access floor below. A surrounding cast iron square base/frame shall be provided along with a concealed pick point in the cover. – (3) required
- M. Forcible Entry Training System/Door: Heavy duty steel door equipped with a forcible training mechanism. The TruForce forcible training mechanism is made from 1/4 inch thick steel, is easily reset, provides adjustment for the jamb/door leaf gap, and also allows for different force settings by simply changing the size of the customer supplied furring strip sizes. Provides training for breaching a locked door. Approved manufacturer of this forcible training mechanism is TroxFire Training Solutions. – (1) required

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with the manufacturer's recommendations for preparation and storage of the tower components.

3.2 EXAMINATION

- A. Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the Owner's representative prior to proceeding with erection.

3.3 ERECTION

- A. Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

3.4 FIELD QUALITY CONTROL

- A. Defective Work: Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.
- B. Inspection:
 - 1. Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials. Replace improperly set or damaged fasteners.
 - 2. Inspect all panels, trim and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Assure that all field mitered corners fit tightly and smoothly.

3.5 ADJUSTING

- A. Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Assure that all closures are adjusted so that they close smoothly.
- B. Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.

3.6 CLEAN-UP

- A. At the end of each day check the site and pick all debris and garbage. Assure that all materials are secured in a neat and orderly fashion.
- B. Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.

END OF SECTION

SECTION 221113 - FACILITY WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and related components outside the building for water service and fire-service mains.
- B. Utility-furnished products include water meters that will be furnished to the site, ready for installation.

1.2 DEFINITIONS

- A. PVC: Polyvinyl chloride plastic.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.
- D. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.
- E. NSF Compliance:
 - 1. Comply with NSF 14 for plastic potable-water-service piping. Include marking "NSF-pw" on piping.
 - 2. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 - 1. Ensure that valves are dry and internally protected against rust and corrosion.
 - 2. Protect valves against damage to threaded ends and flange faces.
 - 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:
 - 1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 - 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
 - 1. Notify Architect and no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of water-distribution service without Owner's written permission.

1.7 COORDINATION

- A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

2.1 DUCTILE-IRON PIPE AND FITTINGS

- A. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151, with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.
 - 1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - 2. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
- B. Flanges: ASME 16.1, Class 125, cast iron.

2.2 PVC PIPE AND FITTINGS

- A. PVC, AWWA Pipe: AWWA C900, Class 150, with bell end with gasket, and with spigot end.
 - 1. Comply with UL 1285 for fire-service mains if indicated.
 - 2. PVC Fabricated Fittings: AWWA C900, Class 150, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
 - 3. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

2.3 CORROSION-PROTECTION PIPING ENCASEMENT

- A. Encasement for Underground Metal Piping:
 - 1. Standards: ASTM A 674 or AWWA C105.
 - 2. Form: Sheet or tube.
 - 3. Material: LLDPE film of 0.008-inch minimum thickness, or high-density, crosslaminated PE film of 0.004-inch minimum thickness.

2.4 GATE VALVES

- A. AWWA, Cast-Iron Gate Valves:
 - 1. Nonrising-Stem, Resilient-Seated Gate Valves:
 - a. Description: Gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut.
 - 1) Standard: AWWA C509.

- 2) Minimum Pressure Rating: 200 psig .
- 3) End Connections: Mechanical joint.
- 4) Interior Coating: Complying with AWWA C550.

2. OS&Y, Rising-Stem, Resilient-Seated Gate Valves:

- a. Description: Cast- or ductile-iron body and bonnet, with bronze or gray- or ductile-iron gate, resilient seats, and bronze stem.
 - 1) Standard: AWWA C509.
 - 2) Minimum Pressure Rating: 200 psig .
 - 3) End Connections: Flanged.

B. UL/FMG, Cast-Iron Gate Valves:

1. UL/FMG, Nonrising-Stem Gate Valves:

- a. Description: Iron body and bonnet with flange for indicator post, bronze seating material, and inside screw.
 - 1) Standards: UL 262 and FMG approved.
 - 2) Minimum Pressure Rating: 175 psig .
 - 3) End Connections: Flanged.

2.5 GATE VALVE ACCESSORIES AND SPECIALTIES

A. Tapping-Sleeve Assemblies:

1. Description: Sleeve and valve compatible with drilling machine.
 - a. Standard: MSS SP-60.
 - b. Tapping Sleeve: Cast- or ductile-iron or stainless-steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.
 - c. Valve: AWWA, cast-iron, nonrising-stem, resilient-seated gate valve with one raised face flange mating tapping-sleeve flange.

- B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section, adjustable extension of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over valve and with a barrel approximately 5 inches in diameter.

2.6 WATER METERS

A. Turbine-Type Water Meters:

1. Description:
 - a. Standard: AWWA C701.
 - b. Registration: Flow in gallons .

2.7 WATER METER BOXES

- A. Description: Cast-iron body and cover for disc-type water meter, with lettering "WATER METER" in cover; and with slotted, open-bottom base section of length to fit over service piping.

2.8 FIRE HYDRANTS

- A. Dry-Barrel Fire Hydrants:
 - 1. Description: Freestanding, with one NPS 4-1/2 (DN 115) and two NPS 2-1/2 (DN 65) outlets, 5-1/4-inch (133-mm) main valve, drain valve, and NPS 6 (DN 150) mechanical-joint inlet. Hydrant shall have cast-iron body, compression-type valve opening against pressure and closing with pressure.
 - a. Standards: UL 246, FMG approved.
 - b. Pressure Rating: 150 psig minimum.
 - c. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
 - d. Operating and Cap Nuts: Pentagon, 1-1/2 inches point to flat.
 - e. Direction of Opening: Open hydrant valve by turning operating nut to left or counterclockwise.
 - f. Exterior Finish: Red alkyd-gloss enamel paint, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.
- C. Do not use flanges or unions for underground piping.
- D. Flanges, unions, grooved-end-pipe couplings, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.
- E. Underground water-service piping NPS 4 to NPS 8 shall be any of the following:
 - 1. Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints.

2. PE, AWWA pipe; PE, AWWA fittings; and heat-fusion joints.
 3. NPS 4 and NPS 6 : NPS 6 PVC, AWWA Class 150 pipe; PVC, AWWA Class 150 fabricated fittings; and gasketed joints.
- F. Water Meter Box Water-Service Piping NPS 3/4 to NPS 2 shall be same as underground water-service piping.
- G. Underground Fire-Service-Main Piping NPS 4 to NPS 12 shall be any of the following:
1. Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints.
 2. PVC, AWWA Class 150 pipe listed for fire-protection service; PVC Class 150 fabricated or molded fittings; and gasketed joints.

3.3 VALVE APPLICATIONS

- A. General Application: Use mechanical-joint-end valves for NPS 3 and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FMG, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 and smaller installation.
- B. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
1. Underground Valves, NPS 3 and Larger: AWWA, cast-iron, nonrising-stem, resilient-seated gate valves with valve box.
 2. Underground Valves, NPS 4 and Larger, for Indicator Posts: UL/FMG, cast-iron, nonrising-stem gate valves with indicator post.

3.4 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. See Division 22 Section "Common Work Results for Plumbing" for piping-system common requirements.

3.5 PIPING INSTALLATION

- A. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- B. Make connections larger than NPS 2 with tapping machine according to the following:
1. Install tapping sleeve and tapping valve according to MSS SP-60.
 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- C. Comply with NFPA 24 for fire-service-main piping materials and installation.

1. Install PE corrosion-protection encasement according to ASTM A 674 or AWWA C105.
 - D. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.
 1. Install PE corrosion-protection encasement according to ASTM A 674 or AWWA C105.
 - E. Install PVC, AWWA pipe according to ASTM F 645 and AWWA M23.
 - F. Install piping by tunneling or jacking, or combination of both, under streets and other obstructions that cannot be disturbed.
 - G. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.
 1. Terminate water-service piping at building wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building-water-piping systems when those systems are installed.
 - H. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.
 - I. See Division 21 Section "Water-Based Fire-Suppression Systems" for fire-suppression-water piping inside the building.
 - J. See Division 22 Section "Domestic Water Piping" for potable-water piping inside the building.
- 3.6 ANCHORAGE INSTALLATION
- A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:
 1. Concrete thrust blocks.
 2. Locking mechanical joints.
 - B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
 1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
 2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
 3. Fire-Service-Main Piping: According to NFPA 24.
 - C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.
- 3.7 VALVE INSTALLATION
- A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.

- B. AWWA Valves Other Than Gate Valves: Comply with AWWA C600 and AWWA M44.
- C. UL/FMG, Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.
- D. UL/FMG, Valves Other Than Gate Valves: Comply with NFPA 24.
- E. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with service box.

3.8 WATER METER INSTALLATION

- A. Install water meters, piping, and specialties according to utility company's written instructions.
- B. Water Meters: Install turbine-type water meters, NPS 2 and smaller, in meter boxes with shutoff valves on water meter inlets. Include valves on water meter outlets and valved bypass around meters unless prohibited by authorities having jurisdiction.

3.9 WATER METER BOX INSTALLATION

- A. Install water meter boxes in paved areas flush with surface.
- B. Install water meter boxes in grass or earth areas with top 1 inch above surface.

3.10 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. UL/FMG Fire Hydrants: Comply with NFPA 24.

3.11 CONNECTIONS

- A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. See Division 22 Section "Common Work Results for Plumbing" for piping connections to valves and equipment.
- C. Connect water-distribution piping to utility water main. Use tapping sleeve and tapping valve or service clamp and corporation valve as indicated on the drawings.

3.12 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: Test at not less than one-and-one-half times working pressure for two hours.
 - 1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig . Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.
- C. Flushing: Fire protection supply pipes shall be flushed at measured flowrates per NFPA 13 and NFPA 24. Flushing shall be witnessed by the Owner's representative. Following flushing, the installer of the underground piping system will fill out, completely and correctly, and submit the NFPA required Contractor's Material and Test Certificate for Underground Piping. This work shall be coordinated with the installer of the interior piping and fire suppression system installer(s). This work shall be completed prior to connection of the aboveground fire suppression system piping.
- D. Prepare reports of testing activities.
- E. Field Installation Survey: Contractor will provide survey of piping as field-installed, including depth of pipe, top of rims of structures, and horizontal location of all components of water and fire water distribution systems, to Architect at conclusion of the project.

3.13 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Division 31 Section "Earth Moving."
- B. Permanently attach equipment nameplate or marker indicating plastic water-service piping, on main electrical meter panel. See Division 22 Section "Common Work Results for Plumbing" for identifying devices.

3.14 CLEANING

- A. Clean and disinfect water-distribution piping as follows:
 - 1. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:

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- a. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - b. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - c. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.
- B. Prepare reports of purging and disinfecting activities.

END OF SECTION

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 1000 V or less.
2. Metal-clad cable, Type MC, rated 1000 V or less.
3. Connectors, splices, and terminations rated 1000 V and less.

1.2 DEFINITIONS

- A. RoHS: Restriction of Hazardous Substances.
- B. VFC: Variable-frequency controller.
- C. NECA: National Electrical Contractors Association

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA.
 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 1000 V or less.

- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alpha Wire Company.
2. American Bare Conductor.
3. American Insulated Wire
4. Belden Inc.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Service Wire Co.
8. Southwire Company.
9. WESCO.

- C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

- E. Conductor Insulation:

1. Type TC-ER: Comply with NEMA WC 70/ICEA S-95-658 and UL 1277.
2. Type THHN and Type THWN-2: Comply with UL 83.
3. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
4. Type XHHW-2: Comply with UL 44.

- F. Shield:

1. Type TC-ER: Cable designed for use with VFCs, with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.

2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alpha Wire Company.
2. American Bare Conductor.
3. Belden Inc.

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4. Encore Wire Corporation.
5. General Cable Technologies Corporation.
6. Service Wire Co.
7. Southwire Company.
8. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. RoHS compliant.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Circuits:

1. Single circuit and multicircuit with color-coded conductors.

E. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

F. Ground Conductor: Insulated.

G. Conductor Insulation:

1. Type THHN/THWN-2: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.

H. Armor: Steel, interlocked.

I. Jacket: PVC applied over armor.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. 3M Electrical Products.
2. AFC Cable Systems; a part of Atkore International.
3. Gardner Bender.
4. Hubbell Power Systems, Inc.
5. Ideal Industries, Inc.
6. ILSCO.
7. NSi Industries LLC.
8. O-Z/Gedney; a brand of Emerson Industrial Automation.

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9. Service Wire Co.
10. TE Connectivity Ltd.
11. Thomas & Betts Corporation; A Member of the ABB Group.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.
- C. VFC Output Circuits Cable: Extra-flexible stranded and shielded or VFD-rated for all sizes.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, or better, single conductors in raceway.
- B. Exposed Feeders: Type THHN/THWN-2, or better, single conductors in raceway .
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, or better, single conductors in raceway .
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, or better, single conductors in raceway.
- E. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, or better, single conductors in raceway .
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- H. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- I. VFC Output Circuits: Type XHHW-2 in metal conduit, or VFD-rated cable.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Install wire, cable and connector products in accordance with the manufacturer's written instructions, the applicable requirements of the NFPA 70 and in accordance with recognized industry practices, such as NECA, to ensure the installed products serve the intended function.

- B. Unless noted otherwise, minimum wire size for installation shall be #12 AWG. All branch circuits shall consist of dedicated neutrals. Neutral conductors shall not be shared between separate ungrounded branch circuit conductors.
- C. Provide conductor(s) of size, rating and type indicated for each service. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements.
- D. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- E. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- F. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- G. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- H. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- I. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- J. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Unless noted otherwise, no splices or joints shall be permitted in feeders. Splices or joints shall only be permitted at accessible junction boxes and outlet boxes.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- C. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- D. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
- B. Cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

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END OF SECTION

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SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.
 - 3. Foundation steel electrodes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 260010 "Supplemental Requirements for Electrical," include the following:
 - a. Plans showing as-built, dimensioned locations of system described in "Field Quality Control" Article, including the following:
 - 1) Test wells.
 - 2) Ground rods.
 - 3) Ground rings.
 - 4) Grounding arrangements and connections for separately derived systems.

- b. Instructions for periodic testing and inspection of grounding features at test wells grounding connections for separately derived systems based on NFPA 70B.
 - 1) Tests must determine if ground-resistance or impedance values remain within specified maximums, and instructions must recommend corrective action if values do not.
 - 2) Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Advanced Lightning Technology, Ltd.
 - 2. Appleton - O-Z/Gedney; Emerson Electric Co., Automation Solutions.
 - 3. Burndy; Hubbell Incorporated, Construction and Energy.
 - 4. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 5. Harger Lightning & Grounding.
 - 6. nVent (ERICO).
 - 7. Robbins Lightning, Inc.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Stranded Conductors: ASTM B8.
 - 2. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 4. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.

- C. Grounding Bus: Predrilled rectangular bars of annealed copper, Size as indicated on the drawings., with 9/32 inch holes spaced 1-1/8 inch apart. Stand-off insulators for mounting must comply with UL 891 for use in switchboards, 600 V and must be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Mechanical-Type Bus-Bar Connectors: Cast silicon bronze, solderless -type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- I. Straps: Solid copper, copper lugs. Rated for 600 A.
- J. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- K. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with stainless steel bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 ft..

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 30 inch below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inch above duct bank when indicated as part of duct-bank installation.
- C. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inch minimum from wall, 6 inch above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- E. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors must be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inch will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inch above to 6 inch below concrete. Seal floor opening with waterproof, nonshrink grout.

- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inch from the foundation.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored and metal-clad cable runs.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- F. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
 - 2. Gates: Must be bonded to the grounding conductor with a flexible bonding jumper.
 - 3. Barbed Wire: Strands must be bonded to the grounding conductor.

3.5 FENCE GROUNDING

- A. Fence Grounding: Install at maximum intervals of 1500 ft. except as follows:
 - 1. Fences within 100 ft. of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 ft..
 - a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except at openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inch below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 ft. on each side of crossing.
- C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2 unless otherwise indicated.
- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inch below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.
- E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- F. Bonding to Lightning-Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning-protection down conductor or lightning-protection grounding conductor, complying with NFPA 780.

3.6 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inch below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. Use exothermic welds for all below-grade connections.

3. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and must be at least 12 inch deep, with cover.
1. Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- F. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 ft. apart.
- I. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 2. Bury ground ring not less than 36 inch from building's foundation.

- J. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; using electrically conductive coated steel reinforcing bars or rods, at least 20 ft. long. If reinforcing is in multiple pieces, connect together by the usual steel tie wires or exothermic welding to create the required length.
- K. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.7 FIELD QUALITY CONTROL

A. Tests and Inspections:

- 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
- 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

- D. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
 5. Substations and Pad-Mounted Equipment: 5 ohms.
 6. Manhole Grounds: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Support, anchorage, and attachment components.
2. Fabricated metal equipment support assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Slotted support systems, hardware, and accessories.
 - b. Clamps.
 - c. Hangers.
 - d. Sockets.
 - e. Eye nuts.
 - f. Fasteners.
 - g. Anchors.
 - h. Saddles.
 - i. Brackets.
2. Include rated capacities and furnished specialties and accessories.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame Rating: Class 1.
 2. Self-extinguishing according to ASTM D635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Atkore International (Allied Tube & Conduit).
 - b. Atkore International (Unistrut).
 - c. Eaton (B-line).
 - d. Flex-Strut Inc.
 - e. GS Metals Corp.
 - f. G-Strut.
 - g. Metal Ties Innovation.
 - h. MIRO Industries.
 - i. nVent (CADDY).
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel Stainless steel, Type 304.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- B. Aluminum Slotted Support Systems: Extruded-aluminum channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Atkore International (Unistrut).
 - b. Cooper Industries, Inc.
 - c. Flex-Strut Inc.
 - d. Haydon Corporation.
 - e. MKT Metal Manufacturing.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Channel Material: 6063-T5 aluminum alloy.
 4. Fittings and Accessories Material: 5052-H32 aluminum alloy.
 5. Channel Width: Selected for applicable load criteria.
- C. Conduit and Cable Support Devices: Steel Stainless steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Eaton (B-line).
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
6. Toggle Bolts: All Stainless steel springhead type.
7. Hanger Rods: Threaded steel unless noted otherwise on the drawings.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA NEIS 101
 - 2. NECA NEIS 102.
- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceway and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by scheduled in NECA NEIS 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size must be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with single-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2 inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT and ERMC may be supported by openings through structure members, in accordance with NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inch thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inch thick.
 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M. Submit welding certificates.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inch larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000 psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup:

1. Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - a. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
2. Comply with requirements in Section 099113 "Exterior Painting" Section 099123 "Interior Painting" and for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- #### B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S raceways and elbows.
2. Type ERM-C-S raceways, elbows, couplings, and nipples.
3. Type FMC-S raceways.
4. Type LFM-C raceways.
5. Type PVC raceways and fittings.
6. Fittings for conduit, tubing, and cable.
7. Threaded metal joint compound.
8. Metallic outlet boxes, device boxes, rings, and covers.
9. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.
10. Cover plates for device boxes.
11. Hoods for outlet boxes.

B. Related Requirements:

1. Section 260519 "Low-Voltage for Electrical Power Conductors and Cables" for nonmetallic underground conduit with conductors (Type NUCC).
2. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior duct banks, manholes, and underground utility construction.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Wireways and auxiliary gutters.
2. Surface metal raceways.
3. Surface nonmetallic raceways.
4. Floor boxes.
5. Cabinets, cutout boxes, and miscellaneous enclosures.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details. Show that floor boxes are located to avoid interferences and are structurally allowable. Indicate floor thickness at location where boxes are embedded in concrete floors and underfloor clearances where boxes are installed in raised floors.

1.3 INFORMATIONAL SUBMITTALS

A. Manufacturers' Instructions:

1. For Type ERM-C-S-PVC.

PART 2 - PRODUCTS

2.1 TYPE EMT-S RACEWAYS AND ELBOWS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 797 and UL Category Control Number FJMX.

B. Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Calconduit; Atkore International.
 - c. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
 - d. Topaz Lighting & Electric.
 - e. Western Tube; Zekelman Industries.
 - f. Wheatland Tube; Zekelman Industries.
2. Material: Steel.
3. Options:
 - a. Exterior Coating: Zinc.
 - b. Interior Coating: Zinc.
 - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.2 TYPE ERM-C-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 6 and UL Category Control Number DYIX.

B. Galvanized-Steel Electrical Rigid Metal Conduit (ERM-C-S-G), Elbows, Couplings, and Nipples:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Calconduit; Atkore International.
 - c. Crouse-Hinds; Eaton, Electrical Sector.

- d. Killark; Hubbell Incorporated, Construction and Energy.
 - e. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
 - f. Topaz Lighting & Electric.
 - g. Western Tube; Zekelman Industries.
 - h. Wheatland Tube; Zekelman Industries.
- 2. Exterior Coating: Zinc.
- 3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
- C. PVC-Coated-Steel Electrical Rigid Metal Conduit (ERMC-S-PVC), Elbows, Couplings, and Nipples:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Products Division.
 - b. Bluesteel Services LLC.
 - c. Calbond; Atkore International.
 - d. KorKap; Robroy Industries.
 - e. Perma-Cote; Robroy Industries.
 - f. Plasti-Bond; Robroy Industries.
 - 2. Additional Characteristics:
 - a. Fittings for PVC-Coated Conduit:
 - 1) Minimum coating thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
 - 2) Conduit bodies must be Form 8 with an effective seal and a positive placement feature to ease and assure proper installation. Certified results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours must be available. Conduit bodies must be supplied with plastic-encapsulated stainless steel cover screws.
 - 3) Form 2 inch long or one pipe diameter long, whichever is less, PVC sleeve at openings of female fittings, except unions. Inside sleeve diameter must be matched to outside diameter of metal conduit.
 - 4) PVC coating on the outside of conduit couplings must be protected from tool damage during installation.
 - 5) Female threads on fittings and couplings must be protected by urethane coating.
 - 6) Fittings must be from same manufacturer as conduit.
 - 7) Beam clamps and U bolts must be formed and sized to fit outside diameter of coated conduit. Plastic-encapsulated nuts must cover the exposed portions of threads.
 - 3. Options:
 - a. Exterior Coating: PVC complying with NEMA RN 1.

- b. Interior Coating: Zinc.
- c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
- d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

2.3 TYPE FMC-S RACEWAYS

A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- 2. General Characteristics: UL 1 and UL Category Control Number DXUZ.

B. Steel Flexible Metal Conduit (FMC-S):

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Products Division.
 - b. Electri-Flex Company.
 - c. Topaz Lighting & Electric.
- 2. Material: Steel.
- 3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.4 TYPE LFMC RACEWAYS

A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- 2. General Characteristics: UL 360 and UL Category Control Number DXHR.

B. Steel Liquidtight Flexible Metal Conduit (LFMC-S):

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Products Division.
 - b. Anaconda Sealtite; Anamet Electrical, Inc.
 - c. Electri-Flex Company.
 - d. International Metal Hose Co.
- 2. Material: Steel.
- 3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.5 TYPE PVC RACEWAYS AND FITTINGS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 651 and UL Category Control Number DZYR.

B. Schedule 40 Rigid PVC Conduit (PVC-40) and Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Calconduit; Atkore International.
 - b. JM Eagle; J-M Manufacturing Co., Inc.
 - c. NAPCO; Westlake Chemical Corp.
 - d. Opti-Com Manufacturing Network, Inc (OMNI).
 - e. Topaz Lighting & Electric.
2. Dimensional Specifications: Schedule 40.
3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
 - b. Markings: For use with maximum 90 deg C wire. For directional boring applications.

2.6 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

B. Fittings for Type ERMC, Type IMC, Type PVC, Type EPEC, and Type RTRC Raceways:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crouse-Hinds; Eaton, Electrical Sector.
 - b. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - c. Konkore Fittings; Atkore International.
 - d. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - f. Southwire Company.
 - g. Topaz Lighting & Electric.
2. General Characteristics: UL 514B and UL Category Control Number DWTT.

3. Options:
 - a. Material: Steel.
 - b. Coupling Method: Compression coupling Raintight compression coupling with distinctive color gland nut.
 - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
 - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

- C. Fittings for Type EMT Raceways:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Calconduit; Atkore International.
 - c. Crouse-Hinds; Eaton, Electrical Sector.
 - d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - f. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - g. Southwire Company.
 - h. Topaz Lighting & Electric.
 2. General Characteristics: UL 514B and UL Category Control Number FKAV.
 3. Options:
 - a. Material: Steel.
 - b. Coupling Method: Compression coupling Raintight compression coupling with distinctive color gland nut.
 - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
 - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

- D. Fittings for Type FMC Raceways:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Fittings Corp. (AMFICO).
 - b. Liquid Tight Connector Co.
 - c. Southwire Company.
 2. General Characteristics: UL 514B and UL Category Control Number ILNR.

- E. Fittings for Type LFMC and Type LFNC Raceways:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Liquid Tight Connector Co.

2. General Characteristics: UL 514B and UL Category Control Number DXAS.

2.7 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 514A and UL Category Control Number QCIT.

B. Metallic Outlet Boxes:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Arlington Industries, Inc.
 - b. Crouse-Hinds; Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
 - e. Killark; Hubbell Incorporated, Construction and Energy.
 - f. MonoSystems, Inc.
 - g. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - h. Pass & Seymour; Legrand North America, LLC.
 - i. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - j. Spring City Electrical Manufacturing Company.
 - k. Topaz Lighting & Electric.
 - l. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
2. Options:
 - a. Material: Sheet steel Sheet aluminum Cast metal.
 - b. Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to 50 lb more than 50 lb and marked with maximum allowable weight.

C. Metallic Conduit Bodies:

1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crouse-Hinds; Eaton, Electrical Sector.
 - b. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - c. Killark; Hubbell Incorporated, Construction and Energy.
 - d. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.

- e. Pass & Seymour; Legrand North America, LLC.
- f. Patriot Aluminum Products, LLC.
- g. Plasti-Bond; Robroy Industries.
- h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
- i. Topaz Lighting & Electric.

D. Metallic Device Boxes:

- 1. Description: Box with provisions for mounting wiring device directly to box.
- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Arlington Industries, Inc.
 - b. Crouse-Hinds; Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
 - e. Killark; Hubbell Incorporated, Construction and Energy.
 - f. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Patriot Aluminum Products, LLC.
 - h. Plasti-Bond; Robroy Industries.
 - i. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - j. Topaz Lighting & Electric.
 - k. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
- 3. Options:
 - a. Material: Sheet steel Sheet aluminum Cast metal.

E. Metallic Concrete Boxes and Covers:

- 1. Description: Box intended for use in poured concrete.
- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crouse-Hinds; Eaton, Electrical Sector.
 - b. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
 - c. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - d. Topaz Lighting & Electric.
 - e. Wiremold; Legrand North America, LLC.

2.8 COVER PLATES FOR DEVICES BOXES

A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- 2. General Characteristics:

- a. Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - b. Wallplate-Securing Screws: Metal with head color to match wallplate finish.
- B. Metallic Cover Plates for Device Boxes:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - b. Crouse-Hinds; Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
 - e. Leviton Manufacturing Co., Inc.
 - f. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Pass & Seymour; Legrand North America, LLC.
 - h. Topaz Lighting & Electric.
 - i. Wiremold; Legrand North America, LLC.
 - j. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
 - 2. Options:
 - a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
 - b. Wallplate Material: 0.032 inch thick Type 302/304 non-magnetic stainless steel with brushed finish 0.040 inch thick aluminum, anodized or lacquered to prevent corrosion.
- C. Nonmetallic Cover Plates for Device Boxes:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Arlington Industries, Inc.
 - b. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - c. Crouse-Hinds; Eaton, Electrical Sector.
 - d. Hubbell Premise Wiring; Hubbell Incorporated, Commercial and Industrial.
 - e. Leviton Manufacturing Co., Inc.
 - f. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Pass & Seymour; Legrand North America, LLC.
 - h. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
 - i. Topaz Lighting & Electric.
 - j. Wiremold; Legrand North America, LLC.
 - k. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
 - 2. Options:

- a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
- b. Wallplate Material: 0.060 inch thick high-impact thermoplastic (nylon) with smooth finish and color matching wiring device.
- c. Color: As indicated on architectural Drawings.

2.9 HOODS FOR OUTLET BOXES

A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- 2. General Characteristics:
 - a. Reference Standards:
 - 1) UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - 2) Receptacle, hood, cover plate, gaskets, and seals comply with UL 498 Supplement SA when mated with box or enclosure complying with UL 514A, UL 514C, or UL 50E.
 - b. Mounts to box using fasteners different from wiring device.

B. Extra-Duty, While-in-Use Hoods for Outlet Boxes:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Arlington Industries, Inc.
 - c. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - d. Intermatic, Inc.
 - e. Leviton Manufacturing Co., Inc.
 - f. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
- 2. Additional Characteristics: Marked "Extra-Duty" in accordance with UL 514D.
- 3. Options:
 - a. Provides gray, weatherproof, "while-in-use" cover.
 - b. Manufacturer may combine nonmetallic device box with hood as extra-duty rated assembly.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
 - 1. Exposed and Subject to Severe Physical Damage: ERM C.
 - 2. Exposed and Subject to Physical Damage: ERM C.
 - a. Locations less than 2.5 m (8 ft) above finished floor.
 - 3. Exposed and Not Subject to Physical Damage: ERM C .
 - 4. Concealed Aboveground: ERM C.
 - 5. Direct Buried: PVC-40.
 - 6. Concrete Encased Not in Trench: PVC-40 .
 - 7. Concrete Encased in Trench: PVC-40 .
- C. Indoors:
 - 1. Hazardous Classified Locations: ERM C.
 - 2. Exposed and Subject to Severe Physical Damage: ERM C. Subject to severe physical damage includes the following locations:
 - a. Loading docks.
 - b. Mechanical rooms.
 - 3. Exposed and Subject to Physical Damage: ERM C. Subject to physical damage includes the following locations:
 - a. Locations less than 2.5 m (8 ft) above finished floor.
 - b. Stub-ups to above suspended ceilings.
 - 4. Exposed and Not Subject to Physical Damage: EMT .
 - 5. Concealed in Ceilings and Interior Walls and Partitions: ERM C, EMT, FMC-S.
 - 6. Damp or Wet Locations: ERM C.
 - 7. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC FMC.
 - 8. As indicated on the drawings.
- D. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
 - 1. ERM C and IMC: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:
 - 1. Provide cast-metal boxes.
 - 2. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

3.3 INSTALLATION OF RACEWAYS

- A. Installation Standards:
 - 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
 - 2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
 - 3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
 - 4. Comply with NECA NEIS 101 for installation of steel raceways.
 - 5. Comply with NECA NEIS 102 for installation of aluminum raceways.
 - 6. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
 - 7. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
 - 8. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
 - 9. Raceway Terminations at Locations Subject to Moisture or Vibration:
 - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG. Install insulated throat metal grounding bushings on service conduits.
- B. General Requirements for Installation of Raceways:
 - 1. Complete raceway installation before starting conductor installation.
 - 2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft above finished floor.

3. Install no more than equivalent of three 90-degree bends in conduit run except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch of changes in direction.
4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
6. Support conduit within 12 inch of enclosures to which attached.
7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
8. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:
 - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - b. Where an underground service raceway enters a building or structure.
 - c. Conduit extending from interior to exterior of building.
 - d. Conduit extending into pressurized duct and equipment.
 - e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 - f. Where otherwise required by NFPA 70.
9. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
10. Do not install conduits within 2 inch of the bottom side of a metal deck roof.
11. Keep raceways at least 6 inch away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
12. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
13. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inch of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

C. Requirements for Installation of Specific Raceway Types:

1. Types ERM and IMC:
 - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
2. Type ERM-S-PVC:

- a. Follow manufacturer's installation instructions for clamping, cutting, threading, bending, and assembly.
 - b. Provide PVC-coated sealing locknut for exposed male threads transitioning into female NPT threads that do not have sealing sleeves, including transitions from PVC couplings/female adapters to Type ERMC-S-PVC elbows in direct-burial applications. PVC-coated sealing locknuts must not be used in place of conduit hub. PVC-coated sealing locknut must cover exposed threads on Type ERMC-S-PVC raceway.
 - c. Coat field-cut threads on PVC-coated raceway with manufacturer-approved corrosion-preventing conductive compound prior to assembly.
- 3. Types LFMC, and LFNC:
 - a. Comply with NEMA RV 3. Provide a maximum of 72 inch of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- 4. Types PVC and EPEC:
 - a. Do not install Type PVC or Type EPEC conduit where ambient temperature exceeds 122 deg F. Conductor ratings must be limited to 75 deg C except where installed in a trench outside buildings with concrete encasement, where 90 deg C conductors are permitted.
 - b. Comply with manufacturer's written instructions for solvent welding and fittings.
- D. Raceways Embedded in Slabs:
 - 1. Run raceways larger than metric designator 27 (trade size 1) below concrete slab. Run raceways larger than metric designator 27 (trade size 1) parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place raceway close to slab support. Secure raceways to reinforcement at maximum 10 ft intervals.
 - 2. Arrange raceways to cross building expansion joints with expansion fittings at right angles to the joint.
 - 3. Arrange raceways to ensure that each is surrounded by a minimum of 1 inch of concrete without voids.
 - 4. Do not embed threadless fittings in concrete unless locations have been specifically approved by Architect.
 - 5. Change from ENT to ERMC before rising above floor.
- E. Stub-ups to Above Recessed Ceilings:
 - 1. Provide EMT, IMC, or ERMC for raceways.
 - 2. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- F. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

1. ERM-C-S-PVC: Provide only fittings listed for use with this type of conduit. Patch and seal joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Provide sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
2. EMT: Provide compression, steel fittings. Comply with NEMA FB 2.10.
3. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

G. Expansion-Joint Fittings:

1. Install in runs of aboveground PVC that are located where environmental temperature change may exceed 30 deg F and that have straight-run length that exceeds 25 ft. Install in runs of aboveground ERM-C and EMT conduit that are located where environmental temperature change may exceed 100 deg F and that have straight-run length that exceeds 100 ft.
2. Install type and quantity of fittings that accommodate temperature change listed for the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
4. Install expansion fittings at locations where conduits cross building or structure expansion joints.
5. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

H. Raceways Penetrating Rooms or Walls with Acoustical Requirements:

1. Seal raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.

3.4 INSTALLATION OF SURFACE RACEWAYS

- A. Install surface raceways only where indicated on Drawings.
- B. Install surface raceway with a minimum 2 inch radius control at bend points.
- C. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inch and with no less than two supports per straight raceway section. Support surface raceway in accordance with manufacturer's written instructions. Tape and glue are unacceptable support methods.

3.5 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- C. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.
- D. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- E. Locate boxes so that cover or plate will not span different building finishes.
- F. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
- G. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
- H. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- I. Set metal floor boxes level and flush with finished floor surface.
- J. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- K. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.
- L. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
- M. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:
 - 1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
 - 2. Provide gaskets for wallplates and covers.

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

3.8 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

- B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

- C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.
- E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.
- F. Sleeves for Rectangular Openings:
 - 1. Material: Galvanized sheet steel.
 - 2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 - d. Pipeline Seal and Insulator, Inc.
 - e. Proco Products, Inc.
 - 2. Sealing Elements: Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Carbon steel Stainless steel.
 - 4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Presealed Systems.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Labels.
 - 2. Bands and tubes.
 - 3. Tapes and stencils.
 - 4. Signs.
 - 5. Cable ties.
 - 6. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.

- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Colors for 240-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - 4. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - 5. Color for Neutral: 208/129V - White or 480/277V - gray.
 - 6. Color for Equipment Grounds: Bare copper Green.
- C. Warning Label Colors:
 - 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

E. Equipment Identification Labels:

1. Black letters on a white field.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Brady Corporation.
 - b. Champion America.
 - c. emedco.
 - d. Grafoplast Wire Markers.
 - e. HellermannTyton.
 - f. LEM Products Inc.
 - g. Marking Services, Inc.
 - h. Panduit Corp.
 - i. Seton Identification Products.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Brady Corporation.
 - b. HellermannTyton.
 - c. Marking Services, Inc.
 - d. Panduit Corp.
 - e. Seton Identification Products.

2.4 BANDS AND TUBES

A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Brady Corporation.
 - b. HellermannTyton.

- c. Marking Services, Inc.
- d. Panduit Corp.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

1. Manufacturers: Subject to compliance with requirements, :

- a. Carlton Industries, LP.
- b. Champion America.
- c. HellermannTyton.
- d. Ideal Industries, Inc.
- e. Marking Services, Inc.
- f. Panduit Corp.

- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Brady Corporation.
- b. Carlton Industries, LP.
- c. emedco.
- d. Marking Services, Inc.

- C. Underground-Line Warning Tape:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Brady Corporation.
- b. Ideal Industries, Inc.
- c. LEM Products Inc.
- d. Marking Services, Inc.
- e. Reef Industries, Inc.
- f. Seton Identification Products.

2. Tape:

- a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
- b. Printing on tape shall be permanent and shall not be damaged by burial operations.
- c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

3. Color and Printing:
 - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE" .
 4. Tape Type I:
 - a. Pigmented polyolefin, bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Thickness: 4 mils.
 - d. Weight: 18.5 lb/1000 sq. ft..
 - e. Tensile according to ASTM D882: 30 lbf and 2500 psi.
 5. Tape Type II:
 - a. Multilayer laminate, consisting of high-density polyethylene scrim coated with pigmented polyolefin; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Thickness: 12 mils.
 - d. Weight: 36.1 lb/1000 sq. ft..
 - e. Tensile according to ASTM D882: 400 lbf and 11,500 psi.
 6. Tape Type ID:
 - a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Overall Thickness: 5 mils.
 - d. Foil Core Thickness: 0.35 mil.
 - e. Weight: 28 lb/1000 sq. ft..
 - f. Tensile according to ASTM D882: 70 lbf and 4600 psi.
 7. Tape Type IID:
 - a. Width: 3 inches.
 - b. Overall Thickness: 8 mils.
 - c. Foil Core Thickness: 0.35 mil.
 - d. Weight: 34 lb/1000 sq. ft..
 - e. Tensile according to ASTM D882: 300 lbf and 12,500 psi.
- D. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 SIGNS

A. Baked-Enamel Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlton Industries, LP.
 - b. Champion America.
 - c. emedco.
 - d. Marking Services, Inc.
2. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.
3. 1/4-inch grommets in corners for mounting.
4. Nominal Size: 7 by 10 inches.

2.7 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. HellermannTyton.
 2. Ideal Industries, Inc.
 3. Marking Services, Inc.
 4. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D638: 12,000 psi.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black, except where used for color-coding.
- C. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: 3/16 inch.
 2. Tensile Strength at 73 Deg F according to ASTM D638: 12,000 psi.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black.
- D. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
1. Minimum Width: 3/16 inch.

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2. Tensile Strength at 73 Deg F according to ASTM D638: 7000 psi.
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F.
5. Color: Black.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 1. Secure tight to surface of conductor, cable, or raceway.

- H. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- K. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- L. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- M. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- N. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- O. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- P. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
 - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- Q. Underground Line Warning Tape:
 - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
 - 2. Limit use of underground-line warning tape to direct-buried cables.
 - 3. Install underground-line warning tape for direct-buried cables and cables in raceways.
- R. Write-on Tags:
 - 1. Place in a location with high visibility and accessibility.
 - 2. Secure using general-purpose UV-stabilized plenum-rated cable ties.
- S. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on minimum 1-1/2-inch- high sign; where two lines of text are required, use signs minimum 2 inches high.
- T. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil. Stencil legend "DANGER - CONCEALED HIGH-VOLTAGE WIRING" with 3-inch- high, black letters on 20-inch centers.
 1. Locate identification at changes in direction, at penetrations of walls and floors, and at 30-foot maximum intervals.
- D. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Snap-around labels.
 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- E. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.
 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels snap-around labels self-adhesive vinyl tape to identify the phase.
 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

- G. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive labels with the conductor or cable designation, origin, and destination.
- H. Control-Circuit Conductor Termination Identification: For identification at terminations, provide self-adhesive labels with the conductor designation.
- I. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- J. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- K. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- L. Workspace Indication: Apply tape and stencil to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- M. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- N. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.
 - 1. Apply to exterior of door, cover, or other access.
 - 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- O. Arc Flash Warning Labeling: Self-adhesive labels.
- P. Operating Instruction Signs: Baked-enamel warning signs.
- Q. Equipment Identification Labels:
 - 1. Indoor Equipment: Baked-enamel signs.
 - 2. Outdoor Equipment: Stenciled legend 4 inches high.
 - 3. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.

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- c. Access doors and panels for concealed electrical items.
- d. Switchboards.
- e. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
- f. Motor-control centers.
- g. Enclosed switches.
- h. Enclosed circuit breakers.
- i. Enclosed controllers.
- j. Variable-speed controllers.
- k. Push-button stations.
- l. Contactors.
- m. Remote-controlled switches, dimmer modules, and control devices.
- n. Battery-inverter units.
- o. Monitoring and control equipment.

END OF SECTION

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Load centers.
 - 4. Electronic-grade panelboards.

1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. HID: High-intensity discharge.
- E. MCCB: Molded-case circuit breaker.
- F. SPD: Surge protective device.
- G. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
 - 1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
 - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details.

2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective devices.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Panelboard Schedules: For installation in panelboards.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Keys: Two spares for each type of panelboard cabinet lock.
 2. Circuit Breakers Including GFCI and GFEP Types: Two spares for each panelboard.
 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 4. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NECA 407.

1.10 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet.

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Architect Owner no fewer than 7 days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Owner's written permission.
3. Comply with NFPA 70E.

1.11 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace SPD that fails in materials or workmanship within specified warranty period.

1. SPD Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS AND LOAD CENTERS COMMON REQUIREMENTS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."

- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.
- F. Enclosures: Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
 - c. Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
 - d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
 - 2. Height: 84 inches maximum.
 - 3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
 - 4. Finishes:
 - a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Galvanized steel.
- G. Incoming Mains:
 - 1. Location: Convertible between top and bottom.
 - 2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.
- H. Phase, Neutral, and Ground Buses:
 - 1. Material: Hard-drawn copper, 98 percent conductivity.
 - a. Plating shall run entire length of bus.
 - b. Bus shall be fully rated the entire length.
 - 2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
 - 3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.

4. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
 5. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
- I. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Terminations shall allow use of 75 deg C rated conductors without derating.
 3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
 4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
 6. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
 7. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
 8. Gutter-Tap Lugs: Mechanical type suitable for use with conductor material and with matching insulating covers. Locate at same end of bus as incoming lugs or main device.
 9. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.
- J. NRTL Label: Panelboards or load centers shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- K. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
1. Percentage of Future Space Capacity: Ten percent.
- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.
1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.
 2. Panelboards and overcurrent protective devices rated above 240 V and less than 1000 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

2.2 PERFORMANCE REQUIREMENTS

- A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

2.3 POWER PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Eaton Electrical Sector; Eaton Corporation.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. Siemens Energy.
 - 4. Square D; by Schneider Electric.
- C. Panelboards: NEMA PB 1, distribution type.
- D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
 - 1. For doors more than 36 inches high, provide two latches, keyed alike.
- E. Mains: Circuit breaker Lugs only.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- G. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Eaton Electrical Sector; Eaton Corporation.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. Siemens Energy.
 - 4. Square D; by Schneider Electric.
- C. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- D. Mains: Circuit breaker or.
- E. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

- G. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

2.5 ELECTRONIC-GRADE PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Eaton Electrical Sector; Eaton Corporation.
 - 2. General Electric Company; GE Energy Management - Electrical Distribution.
 - 3. Siemens Energy.
 - 4. Square D;by Schneider Electric.
- C. Panelboards: NEMA PB 1; with factory-installed, integral SPD; labeled by an NRTL for compliance with UL 67 and UL 1449 after installing SPD.
- D. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
- E. Main Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- F. Branch Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- G. SPD.
 - 1. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
 - 2. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:
 - a. Line to Neutral: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
 - b. Line to Ground: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
 - c. Neutral to Ground: 1200 V for 480Y/277 V 700 V for 208Y/120 V.
 - d. Line to Line: 2000 V for 480Y/277 V 1200 V for 208Y/120 V.
 - 3. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:
 - a. Line to Neutral: 700 V.
 - b. Line to Ground: 700 V.
 - c. Neutral to Ground: 700 V.
 - d. Line to Line: 1200 V.
 - 4. SCCR: Equal to the SCCR of the panelboard in which installed.

5. Inominal Rating: 20 kA.

H. Buses:

1. Copper phase and neutral buses; 200 percent capacity neutral bus and lugs.
2. Copper equipment and isolated ground buses.

2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 1. Eaton Electrical Sector; Eaton Corporation.
 2. General Electric Company; GE Energy Management - Electrical Distribution.
 3. Siemens Energy.
 4. Square D; by Schneider Electric.
- C. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
 1. Thermal-Magnetic Circuit Breakers:
 - a. Inverse time-current element for low-level overloads.
 - b. Instantaneous magnetic trip element for short circuits.
 - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Electronic Trip Circuit Breakers:
 - a. RMS sensing.
 - b. Field-replaceable rating plug or electronic trip.
 - c. Digital display of settings, trip targets, and indicated metering displays.
 - d. Multi-button keypad to access programmable functions and monitored data.
 - e. Ten-event, trip-history log. Each trip event shall be recorded with type, phase, and magnitude of fault that caused the trip.
 - f. Integral test jack for connection to portable test set or laptop computer.
 - g. Field-Adjustable Settings:
 - 1) Instantaneous trip.
 - 2) Long- and short-time pickup levels.
 - 3) Long and short time adjustments.
 - 4) Ground-fault pickup level, time delay, and I squared T response.
 4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 5. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).

6. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
7. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
8. Subfeed Circuit Breakers: Vertically mounted.
9. MCCB Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Breaker handle indicates tripped status.
 - c. UL listed for reverse connection without restrictive line or load ratings.
 - d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
 - f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
 - g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
 - h. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage with field-adjustable 0.1- to 0.6-second time delay.
 - i. Rating Plugs: Three-pole breakers with ampere ratings greater than 150 amperes shall have interchangeable rating plugs or electronic adjustable trip units.
 - j. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
 - k. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
 - l. Multipole units enclosed in a single housing with a single handle.
 - m. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
 - n. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.7 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Directory card inside panelboard door, mounted in transparent card holder.
 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.
- D. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

2.8 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NECA 407.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Comply with NECA 1.
- C. Install panelboards and accessories according to NECA 407.
- D. Equipment Mounting:
 - 1. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- F. Mount top of trim 90 inches above finished floor unless otherwise indicated.

- G. Mount panelboard cabinet plumb and rigid without distortion of box.
- H. Mounting panelboards with space behind is recommended for damp, wet, or dirty locations. The steel slotted supports in the following paragraph provide an even mounting surface and the recommended space behind to prevent moisture or dirt collection.
- I. Mount surface-mounted panelboards to steel slotted supports 1 1/4 inch in depth. Orient steel slotted supports vertically.
- J. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
 - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- K. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- L. Install filler plates in unused spaces.
- M. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.
- N. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- O. Mount spare fuse cabinet in accessible location.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 2. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated

- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
1. Measure loads during period of normal facility operations.
 2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
 3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
 4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

3.6 PROTECTION

- A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles.
2. GFCI receptacles.
3. Toggle switches.
4. Wall plates.

1.2 DEFINITIONS

- A. AFCI: Arc-fault circuit interrupter.
- B. BAS: Building automation system.
- C. EMI: Electromagnetic interference.
- D. GFCI: Ground-fault circuit interrupter.
- E. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- F. RFI: Radio-frequency interference.
- G. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. Comply with NEMA WD 1.
- D. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with requirements in this Section.
- E. Devices for Owner-Furnished Equipment:
 - 1. Receptacles: Match plug configurations.
 - 2. Cord and Plug Sets: Match equipment requirements.
- F. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: White unless otherwise indicated or required by NFPA 70 or device listing.
- G. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES

- A. Duplex Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596. :
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 - 2. Description: Two pole, three wire, and self-grounding.

2.3 GFCI RECEPTACLES

- A. Duplex GFCI Receptacles: 125 V, 20 A; comply with NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596. :
1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 2. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.
 3. Type: Feed through.
 4. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.
- B. Weather-Resistant Duplex GFCI Receptacle: 125 V, 20 A; comply with NEMA WD 6 Configuration 5-20R, UL 498, :
1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 2. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
 3. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.
 - a. Leviton Manufacturing Co., Inc.

2.4 TOGGLE SWITCHES

- A. Single-Pole Switches: 120/277 V, 20 A; comply with UL 20, and FS W-S-896. :
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).

- B. Three-Way Switches: 120/277 V, 20 A; comply with UL 20, and FS W-S-896. :
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Eaton (Arrow Hart).
 - b. Hubbell Incorporated; Wiring Device-Kellems.
 - c. Leviton Manufacturing Co., Inc.
 - d. Pass & Seymour/Legrand (Pass & Seymour).
 - e. Leviton Manufacturing Co., Inc.
 - f. Leviton Manufacturing Co., Inc.

2.5 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: 0.035-inch- thick, satin-finished, Type 302 stainless steel.
 3. Material for Unfinished Spaces: Galvanized steel.
 4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant while in use, die-cast aluminum with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes, and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall comply with NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtail existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

F. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

G. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black -filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.
- C. Essential Electrical System: Mark receptacles supplied from the essential electrical system to allow easy identification using a self-adhesive label.

3.4 FIELD QUALITY CONTROL

- A. Test Instruments: Use instruments that comply with UL 1436.
- B. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- C. Tests for Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault-current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- D. Wiring device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Interior Solid-state luminaires that use LED technology

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including LEDs, reflector, housing, driver, and all associated appurtenances.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated in the luminaire fixture schedule .

- a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
 1. Provide a list of all part types used on Project; use ANSI and manufacturers' codes.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Drivers and LEDs: Two for every 100 of each type and rating installed. Furnish at least one of each type.
 2. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 3. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Standards:
1. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
 2. UL Listing: Listed for damp location.
 3. Recessed luminaires shall comply with NEMA LE 4.
- C. CRI as indicated on drawings.
- D. Rated LED life of 80,000 hours to L70.
- E. Fixture dimmable from 100 percent to 1 percent of maximum light output, unless otherwise noted.
- F. Nominal Operating Voltage: as indicated on drawings.
- G. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

2.2 MANUFACTURERS:

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or equivalent. Equivalency to be determined at the sole discretion of the Project Engineer.
- B. Minimum allowable efficacy of 100 lumens per watt.

2.3 MATERIALS

- A. Metal Parts:
1. Free of burrs and sharp corners and edges.
 2. Sheet metal components shall be steel unless otherwise indicated.
 3. Form and support to prevent warping and sagging.
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

- C. Factory-Applied Labels: Comply with UL 1598. Include recommended LEDs and drivers. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

2.4 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.5 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gauge.
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting.

3.3 INSTALLATION

- A. Comply with NECA 1.

- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Each luminaire shall contain installed LEDs and drivers.
- D. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- E. Flush-Mounted Luminaire Support:
 - 1. Secured to outlet box.
 - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
 - 3. Trim ring flush with finished surface.
 - 4. Installation shall minimize light leakage.
- F. Wall-Mounted Luminaire Support:
 - 1. Attached to structural members in walls.
 - 2. Do not attach luminaires directly to gypsum board.
- G. Suspended Luminaire Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
 - 3. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and wire support for suspension for each unit length of luminaire chassis, including one at each end.
 - 4. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- H. Ceiling-Grid-Mounted Luminaires:
 - 1. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.
- I. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
 - 1. During adjustment visits, inspect all luminaires. Replace parts or luminaires that are defective.
 - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION

SECTION 265619 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
2. Luminaire supports.

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of luminaire.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaire.
4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project.
 - a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
6. Wiring diagrams for power, control, and signal wiring.
7. Photoelectric relays.
8. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of the following:

1. Luminaire.

B. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

C. Source quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.

1.6 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.

C. Provide luminaires from a single manufacturer for each luminaire type.

D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

E. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.8 FIELD CONDITIONS

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including luminaire support components.
 - b. Faulty operation of luminaires and accessories.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. UL Compliance: Comply with UL 1598 and listed for wet location.
- D. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- E. Bulb shape complying with ANSI C79.1.
- F. CRI of minimum 80. CCT of 4100 K.
- G. L70 lamp life of 50,000 hours.

- H. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- I. Internal driver.
- J. Lamp Rating: Lamp marked for outdoor use.
- K. Source Limitations: Obtain luminaires from single source from a single manufacturer.
- L. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 LUMINAIRE TYPES

- A. Area and Site:
 - 1. Basis-of-Design Product: SubBaject to compliance with requirements, provide product indicated on Drawings or equivalent . Equivalency to be determined at the sole discretion of the Project Engineer.
 - 2. Mounting: Pole Building with arm, in length.
 - 3. Housings:
 - a. Extruded-aluminum housing and heat sink.
 - b. powder-coat finish.

2.3 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum. Form and support to prevent warping and sagging.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- D. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- E. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
- F. Housings:

1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
 2. Provide filter/breather for enclosed luminaires.
- G. Factory-Applied Labels: Comply with UL 1598. Include recommended LEDs and drivers. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

2.4 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

2.5 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine walls, roofs, and canopy ceilings and overhang ceilings for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Install lamps in each luminaire.
- D. Fasten luminaire to structural support.
- E. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Support luminaires without causing deflection of finished surface.
 - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- F. Wall-Mounted Luminaire Support:
 - 1. Attached using through bolts and backing plates on either side of wall.
- G. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- H. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.
- I. Coordinate layout and installation of luminaires with other construction.
- J. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

- K. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.

3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Verify operation of photoelectric controls.
- C. Luminaire will be considered defective if it does not pass tests and inspections.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

3.8 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

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1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION

Attachment: 20202180 - CNH - Fire Tower - 100% CDs PROJECT MANUAL (6644 : 9 Seek Bid - Fire Training Tower)

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and abandoning site utilities in place.

1.2 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
- B. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer.
 - 1. Use coating with a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 1. Arrange with utility companies to shut off indicated utilities.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 3. Use only hand methods for grubbing within protection zones.
 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches , and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches .
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade walks and pavements.
2. Excavating and backfilling for buildings and structures.
3. Base course for concrete pavements.
4. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Divisions 21, 22, 23, 26, 27, 28, and 33 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
2. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subgrade and hot-mix asphalt paving or between the subgrade and concrete paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Licensed Geotechnical Engineer. Unauthorized excavation, as well as remedial work directed by Licensed Geotechnical Engineer, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below base, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Controlled low-strength material, including design mixture.
 - 3. Warning tapes.
- B. Qualification Data: For qualified testing agency.
- C. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.

1.4 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 01 Section "Stormwater Pollution Prevention" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups SW, SP, SM, SC and CL according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soil mixtures shall be well graded such that 100% of mixture passes a 2" sieve, 90% passes a 1-1/2" sieve, between 20% and 40% passes a number 200 sieve, and intermediate particle sizes between these extremes are present in significant quantities. Poorly graded soils characterized by one predominant particle size are not satisfactory material. Mixture shall possess enough cohesion to be readily compacted to a high density, even when unconfined, using standard construction equipment commonly used for that purpose. Quality of fines shall be as follows: Fines shall have a Plasticity Index range from 5 to 15, as defined by ASTM D 4318, and a Liquid Limit of not greater than 30. Fines are defined as that fraction of the soil passing a number 200 sieve.
- C. Unsatisfactory Soils: Soil Classification Groups GW, GP, GM, GC, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Base Course: Aggregate base material shall meet the requirements of Section 703.01, Gradation Type "A", "Aggregate for Aggregate Base," of the Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction (2009 Edition), except that the material shall be virgin crushed limestone; recycled concrete is not permitted.

- E. Structural Fill: ASTM D 2487 Soil Classification Groups SW, SP, SM, SC, CL and ML. Mixtures of granular soils shall have a gradation sufficient to render them stable during compaction. Maximum size of coarse particles shall be 1". The combined soil mixture shall possess enough cohesion to be readily compactable to a high density, even when unconfined, using standard construction equipment commonly used for that purpose. Soil mixture shall possess enough cohesion to permit establishment of definite moisture-density curves by laboratory methods per ASTM D 698. Soil mixture shall not possess more than 40 percent fines and shall have a Plasticity Index range from 5 to 15, as defined by ASTM D 4318, and a Liquid Limit of not greater than 30. Fines are defined as that fraction of the soil passing a number 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- H. Sand: ASTM C 33; fine aggregate.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
 - 3. Permittivity: 0.5 per second, minimum; ASTM D 4491.
 - 4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 3. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 - 4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Self-compacting, low-density, flowable concrete material produced from the following:
 - 1. Portland Cement: ASTM C 150, Type I.

2. Fly Ash: ASTM C 618, Class C or F.
 3. Normal-Weight Aggregate: ASTM C 33, 3/8-inch nominal maximum aggregate size.
 4. Water: ASTM C 94/C 94M.
 5. Air-Entraining Admixture: ASTM C 260.
- B. Produce conventional-weight, controlled low-strength material with compressive strength between 200psi and 500psi when tested according to ASTM C 495. The Contractor shall submit a proposed mix design with trial batch test data for the Architect's acceptance. The Architect may require trial batches. Adjustments of the proportions may be made by the Contractor providing the total absolute volume of the materials is maintained. During the progress of the work no changes shall be made in the batch proportions of the ingredients without the approval of the Architect. The contractor may use air entrainment. The batch proportions accepted by the Architect apply only for materials from the same source and having the same characteristics as the materials used in the mix design. Materials from any other source shall be used only with the approval of the Architect. Should a change in sources of materials be made, a new mix design formula shall be established by the Contractor before the new material is used. When unsatisfactory results or other conditions make it necessary, the Contractor shall establish a new mix design formula to get the desired results.
- C. Mix Adjustment. To expedite consolidation of the mortar, it will be necessary for bleed water to appear on the surface immediately after the CLSM levels off. A delay in bleeding indicates there are too many fines in the mixture, so the fly ash quantity shall be reduced in increments of 50 pounds until mixture is bleeding freely. Approximately 60 pounds of sand shall be added to replace each 50 pounds increment of fly ash to maintain the original yield.

2.4 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch . If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch . Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
- C. Trenches in Tree- and Plant-Protection Zones:
1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 3. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.8 SUBGRADE INSPECTION

- A. Notify Licensed Geotechnical Engineer when excavations have reached required subgrade.
- B. If Licensed Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

- C. Proof-roll subgrade with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph .
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Licensed Geotechnical Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Licensed Geotechnical Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi , may be used when approved by Licensed Geotechnical Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Licensed Geotechnical Engineer.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms, around pipes and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.
- D. Trenches under Roadways: Provide 12-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill, as indicated on the drawings, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Controlled Low-Strength Material: Where allowed or called for on the plans, place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing. CLSM shall be discharged from the mixer by any reasonable means into the space to be filled. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Architect. Placing of material over CLSM may commence as soon as the surface water is gone or as directed.
- H. Place and compact final backfill as indicated on the drawings to final subgrade elevation.
- I. Controlled Low-Strength Material: Where allowed or called for on the plans, place final backfill of controlled low-strength material to final subgrade elevation. CLSM shall be discharged from the mixer by any reasonable means into the space to be filled. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Architect. Placing of material over CLSM may commence as soon as the surface water is gone or as directed.
- J. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch .
 - 2. Pavements: Plus or minus 1/2 inch .

3.17 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Shape base course to required crown elevations and cross-slope grades.
 - 2. Place base course 6 inches or less in compacted thickness in a single layer.
 - 3. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 4. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
 - 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.19 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a Licensed Geotechnical Engineer to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Licensed Geotechnical Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Driveways.
2. Roadways.
3. Parking lots.
4. Curbs and gutters.
5. Walks.

B. Related Sections:

1. Division 03 Section "Cast-in-Place Concrete " for general building applications of concrete.
2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.3 SUBMITTALS

A. Other Action Submittals:

1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- B. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- C. ACI Publications: Comply with ACI 301 unless otherwise indicated.

1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, and not exceeding 95 deg F .

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Recycled Content: Provide steel reinforcement with an average recycled content of steel so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 ; deformed.
- C. Tie Bars: ASTM A 615/A 615M, Grade 60 , deformed.

- D. Hook Bolts: ASTM A 307, Grade A , internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
- F. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150, gray portland cement Type I/II .
- B. Normal-Weight Aggregates: ASTM C 33, Class 4M, uniformly graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2.4 CURING MATERIALS

- A. Water: Potable.
- B. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.5 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type S; colors complying with FS TT-P-1952.
 - 1. Color: As indicated.
- B. Provide a minimum two (2) year warranty on pavement markings from date of completion.

2.6 WHEEL STOPS

- A. Wheel Stops: Precast, air-entrained concrete, 3500-psi minimum compressive strength, 7-1/4 inches high by 10 inches wide by 84 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - 1. Dowels: Galvanized steel, 3/4 inch in diameter, 18-inch minimum length.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 , for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties as indicated on the drawings:
 - 1. Compressive Strength (28 Days): 4000 psi .
 - 2. Flexural Strength (28 Days): 650 psi.
 - 3. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45 .
 - 4. Slump Limit: 5 inches , plus or minus 1 inch .
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 4-1/2 percent plus or minus 1.5 percent for 1-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete as required for placement and workability.

- F. Cementitious Materials: Limit percentage by weight of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 and 90 deg F , reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F , reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete batches larger than 1 cu. yd. , increase mixing time by 15 seconds for each additional 1 cu. yd. .
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph .
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons .
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Provide tie bars at sides of paving strips where indicated.

2. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.
- 3.6 CONCRETE PLACEMENT
- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
 - B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
 - C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
 - D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F , uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- M. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 - 2. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by curing compound as follows:
 - 1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 3/4 inch .
 - 2. Thickness: Plus 3/8 inch , minus 1/4 inch .
 - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch .
 - 4. Lateral Alignment and Spacing of Dowels: 1 inch .
 - 5. Vertical Alignment of Dowels: 1/4 inch .
 - 6. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
 - 7. Joint Spacing: 3 inches .
 - 8. Contraction Joint Depth: Plus 1/4 inch , no minus.
 - 9. Joint Width: Plus 1/8 inch , no minus.

3.10 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils .
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
 - 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal. .

3.11 WHEEL STOPS

- A. Install wheel stops in bed of adhesive applied as recommended by manufacturer.
- B. Securely attach wheel stops to paving with not less than two galvanized-steel dowels located at one-quarter to one-third points. Install dowels in drilled holes in the paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength or flexural-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Flexural Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard beam specimens for each composite sample.
 7. Flexural-Strength Tests: ASTM C78 C 78M; test one specimen at 28 days and two specimens at 90 days.
 8. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi, or if average of any three consecutive flexural-strength tests equals or exceeds specified flexural strength and no flexural-strength test value falls below specified flexural strength by more than 50.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests. Reports of flexural-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design flexural strength at 90 days, concrete mixture proportions and materials, flexural breaking strength, and type of break for both 28- and 90-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.
- 3.13 REPAIRS AND PROTECTION
- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

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- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.
- E. Maintain pavement markings free of wearing, fading, peeling, or other damage until substantial completion of the project. Repair or replace pavement markings that are damaged or defective.

END OF SECTION

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SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.
2. Hot-applied joint sealants.

B. Related Sections:

1. Division 32 Section "Concrete Paving" for constructing joints in concrete pavement.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each type of joint sealant from single source from single manufacturer.

1.4 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F .
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: ASTM D 5893, Type SL.

2.3 HOT-APPLIED JOINT SEALANTS

- A. Hot-Applied, Single-Component Joint Sealant for Concrete and Asphalt: ASTM D 6690, Types I, II, and III.

2.4 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- D. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install joint-sealant backings of kind indicated to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place joint sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess joint sealant or sealant smears adjacent to joints as the Work progresses, by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

END OF SECTION

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Sodding.
 - 2. Turf renovation.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.5 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 1. Spring Planting: March 15th thru May 15th.
 2. Fall Planting: September 15th thru October 30th.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, , and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
 - 3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.

3.5 TURF RENOVATION

- A. Renovate existing turf where indicated.
- B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
1. Initial Fertilizer: applied according to manufacturer's recommendations.
- J. Apply as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

3.6 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
1. Mow bermudagrass to a height of 1/2 to 1 inch.
 - 2.
- D. Turf Postfertilization: Apply commercial fertilizer after initial mowing and when grass is dry.
1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.
- 3.7 SATISFACTORY TURF
- A. Turf installations shall meet the following criteria as determined by Architect:
1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 2. Satisfactory Plugged Turf: At end of maintenance period, the required number of plugs has been established as well-rooted, viable patches of grass, and areas between plugs are free of weeds and other undesirable vegetation.
 3. Satisfactory Sprigged Turf: At end of maintenance period, the required number of sprigs has been established as well-rooted, viable plants, and areas between sprigs are free of weeds and other undesirable vegetation.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.
- 3.8 CLEANUP AND PROTECTION
- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

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- D. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION

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SECTION 331415 - SITE WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water-distribution piping and related components outside the building for fire-suppression water service. Terminate water-service piping with appropriate fitting for extension by Divisions 21 and 22.

1.2 DEFINITIONS

- A. CDA: Copper Development Association.
- B. EPDM: Ethylene-propylene-diene terpolymer rubber.
- C. PA: Polyamide (nylon) plastic.
- D. PE: Polyethylene plastic.
- E. PP: Polypropylene plastic.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare piping, valves, meters, backflow prevention devices, and fire hydrants according to the following:
 1. Ensure that piping, valves, meters, backflow prevention devices, and fire hydrants are dry and internally protected against rust and corrosion.
 2. Protect threaded ends and flange faces against damage.
 3. Set piping, valves, meters, backflow prevention devices, and fire hydrants in best position for handling and to prevent rattling.
- B. During Storage: Use precautions for piping, valves, meters, backflow prevention devices, and fire hydrants according to the following:
 1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle products if size requires handling by crane or lift. Rig products to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.4 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service in accordance with requirements indicated:
 - 1. Notify **[Architect]** **[Construction Manager]** **[Owner]** no fewer than **[two]** **<Insert number>** days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of water-distribution service without **[Architect's]** **[Construction Manager's]** **[Owner's]** written permission.

1.5 COORDINATION

- A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
- B. Comply with standards of authorities having jurisdiction for domestic water-service piping, including materials, installation, testing, and disinfection.
- C. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- D. Piping materials to bear label, stamp, or other markings of specified testing agency.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- F. Comply with ASTM F645 for selection, design, and installation of thermoplastic water piping.

- G. Comply with FM Approvals' "Approval Guide" and/or UL's "Fire Protection Equipment Directory" for fire-suppression water-service products.
- H. Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-suppression water-service piping.
- I. All piping and appurtenances intended to convey or dispense water for human consumption are to comply with the U.S. Safe Drinking Water Act (SDWA), with requirements of the Authority Having Jurisdiction (AHJ), and with NSF 61/NSF 372 or are certified in compliance with NSF 61/NSF 372 by an ANSI-accredited third-party certification body, that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

2.2 PIPING MATERIALS

- A. Comply with requirements in "Piping Applications" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and service sizes.
- B. Potable-water piping and components comply with NSF 14, NSF 61, and NSF 372. Include marking "NSF-pw" on piping.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Comply with excavating, trenching, and backfilling requirements in Section 312000 "Earth Moving."

3.2 PIPING APPLICATIONS

- A. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used unless otherwise indicated.
- B. Do not use flanges or unions for underground piping.
- C. Underground water-service piping NPS 3/4 to NPS 3 to be any of the following:
 - 1. Soft copper tube, ASTM B88, Type K; wrought-copper, solder-joint fittings; and brazed joints.
 - 2. PVC, Schedule socket fittings; and solvent-cemented joints.
 - 3. NPS 1 to NPS 3 fiberglass, RTRP, AWWA pipe, ; RTRF, AWWA pipe; and bonded joints.
 - 4. Fiberglass, RTRP, AWWA pipe ; RTRF; and bonded joints.
- D. Underground water-service piping NPS 4 to NPS 8 to be any of the following:
 - 1. Soft copper tube, ; wrought-copper, solder-joint fittings; and brazed joints.
 - 2. Ductile-iron, joints.

3. PVC, Schedule socket fittings; and solvent-cemented joints.
 4. Fiberglass, RTRP, AWWA pipe ; RTRF, AWWA pipe; and bonded joints.
- E. Aboveground and vault water-service piping NPS 3/4 to NPS 3 to be any of the following:
1. Hard copper tube, ASTM B88, Type K; wrought-copper, solder-joint fittings; and brazed joints.
 2. NPS 1 to NPS 2 fiberglass, RTRP, AWWA pipe ; RTRF, AWWA pipe; and bonded joints.
- F. Aboveground and vault water-service piping NPS 4 to NPS 8 to be any of the following:
1. Hard copper tube, ; wrought-copper, solder-joint fittings; and brazed joints.
 2. Fiberglass, RTRP, AWWA pipe ; RTRF, AWWA pipe; and bonded joints.
- G. Underground fire-service-main piping NPS 4 to NPS 12 to be any of the following:
1. Ductile-iron, joints.
 2. PE, , fire-service pipe; molded PE fittings; and heat-fusion joints.
 3. Fiberglass, AWWA, FM Global approved RTRP, ; RTRF; and gasketed joints.
- H. Aboveground and vault fire-service-main piping NPS 4 to NPS 12 to be ductile-iron, grooved-end pipe; ductile-iron-pipe appurtenances; and grooved joints.
- I. Underground Combined Water-Service and Fire-Service-Main Piping NPS 6 to NPS 12 to be any of the following:
1. Ductile-iron, joints.
 2. PVC, AWWA pipe listed for fire-protection service; PVC fabricated or molded fittings of same class as pipe; and gasketed joints.
 3. Fiberglass, AWWA, FM Global approved RTRP, ; RTRF; and gasketed joints.
- J. Aboveground and vault combined water service and fire-service-main piping NPS 6 to NPS 12 to be ductile-iron, grooved-end pipe; ductile-iron-pipe appurtenances; and grooved joints.
- 3.3 PIPING SYSTEMS - COMMON REQUIREMENTS
- A. Comply with Section 330500 "Common Work Results for Utilities" for piping-system common requirements.
- B. Provide a continuous bare copper or aluminum tracer wire not less than 0.10 inch in diameter in sufficient length over each separate run of nonmetallic pipe.
- 3.4 INSTALLATION OF PIPING
- A. Water-Main Connection:
1. Arrange with utility company for tap of size and in location indicated in water main.
 2. Tap water main in accordance with requirements of water utility company and of size and in location indicated.

- B. Make connections larger than NPS 2 with tapping machine according to the following:
1. Install tapping sleeve and tapping valve in accordance with MSS SP-60.
 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- C. Make connections NPS 2 and smaller with drilling machine according to the following:
1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
 2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
 3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
 4. Install corporation valves into service-saddle assemblies.
 5. Install manifold for multiple taps in water main.
 6. Install curb valve in water-service piping with head pointing up and with service box.
- D. Comply with NFPA 24 for fire-service-main piping materials and installation.
1. Install PE corrosion-protection encasement in accordance with ASTM A674 or AWWA C105/A21.5.
 2. Install copper tube and fittings in accordance with CDA's "Copper Tube Handbook."
- E. Install ductile-iron, water-service piping in accordance with AWWA C600 and AWWA M41.
1. Install PE corrosion-protection encasement in accordance with ASTM A674 or AWWA C105/A21.5.
- F. Install PE pipe in accordance with ASTM D2774 and ASTM F645.
- G. Install PVC, AWWA pipe in accordance with ASTM F645 and AWWA M23.
- H. Install fiberglass AWWA pipe in accordance with AWWA M45.
- I. Bury piping with depth of cover over top at least 30 inches, with top at least 12 inches below level of maximum frost penetration, and according to the following:
1. Under Driveways: With at least 36 inches of cover over top.
 2. Under Railroad Tracks: With at least 48 inches of cover over top.
 3. In Loose Gravelly Soil and Rock: With at least 12 inches of additional cover.
- J. Install piping by tunneling or jacking, or combination of both, under streets and other obstructions that cannot be disturbed.

- K. Extend fire-suppression water-service piping and connect to water-supply source and building fire-suppression piping systems at outside face of building wall in locations and pipe sizes indicated.
 - 1. Terminate fire-suppression water-service piping at building wall until building fire-suppression piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building fire-suppression piping systems when those systems are installed.
- L. Sleeves are specified in Section 210517 "Sleeves and Sleeve Seals for Fire-Suppression Piping"
- M. Mechanical sleeve seals are specified in Section 220517 "Sleeves and Sleeve Seals for Fire-Suppression Piping"
- N. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Fire-Suppression Piping"
- O. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.
- P. Comply with Section 211200 "Fire-Suppression Standpipes," Section 211313 "Wet-Pipe Sprinkler Systems," and Section 211316 "Dry-Pipe Sprinkler Systems" for fire-suppression-water piping inside the building.
- Q. Comply with Section 221116 "Domestic Water Piping" for potable-water piping inside the building.

3.5 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements for seismic-restraint devices specified in Section 210548 "Vibration and Seismic Controls for Fire-Suppression Piping and Equipment"
- B. Comply with requirements for hangers, supports, and anchor devices specified in Section 210529 "Hangers and Supports for Fire-Suppression Piping and Equipment"
- C. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 ft. long.
 - 2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 ft. or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 ft. or longer, supported on a trapeze.
 - 4. Spring hangers to support vertical runs.
 - 5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
 - 6. On PVC piping, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

- D. Install hangers for copper tubing with maximum spacing and minimum rod diameters to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- E. Install hangers for PVC piping with maximum horizontal spacing and minimum rod diameters to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- F. Install hangers for fiberglass piping with maximum horizontal spacing and minimum rod diameters to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- G. Support horizontal piping within 12 inches of each fitting and coupling.
- H. Support vertical runs of copper tubing to comply with MSS SP-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- I. Support vertical runs of PVC piping to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

3.6 JOINT CONSTRUCTION

- A. Comply with Section 330500 "Common Work Results for Utilities" for basic piping joint construction.
- B. Make pipe joints according to the following:
 - 1. Copper-Tubing, Pressure-Sealed Joints: Join copper tube and pressure-seal fittings with tools and procedures recommended by pressure-seal-fitting manufacturer. Leave insertion marks on pipe after assembly.
 - 2. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
 - 3. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.
 - 4. Ductile-Iron Piping, Grooved Joints: Cut-groove pipe. Assemble joints with grooved-end, ductile-iron-piping couplings, gaskets, lubricant, and bolts in accordance with coupling manufacturer's written instructions.
 - 5. PE Piping Insert-Fitting Joints: Use plastic insert fittings and fasteners in accordance with fitting manufacturer's written instructions.
 - 6. PVC Piping Gasketed Joints: Use joining materials in accordance with AWWA C900. Construct joints with elastomeric seals and lubricant in accordance with ASTM D2774 or ASTM D3139 and pipe manufacturer's written instructions.
 - 7. Fiberglass Piping Bonded Joints: Use adhesive and procedure recommended by piping manufacturer.
 - 8. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

3.7 INSTALLATION OF ANCHORAGE

- A. Anchorage: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:
 - 1. Concrete thrust blocks.
 - 2. Locking mechanical joints.
 - 3. Set-screw mechanical retainer glands.
 - 4. Bolted flanged joints.
 - 5. Heat-fused joints.
 - 6. Pipe clamps and tie rods.
- B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
 - 1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: In accordance with AWWA C600.
 - 2. Gasketed-Joint, PVC Water-Service Piping: In accordance with AWWA M23.
 - 3. Bonded-Joint Fiberglass, Water-Service Piping: In accordance with AWWA M45.
 - 4. Fire-Service-Main Piping: In accordance with NFPA 24.
- C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.8 ROUGHING-IN FOR WATER METERS

- A. Rough-in piping and specialties for water meter installation in accordance with utility company's written instructions.

3.9 INSTALLATION OF VACUUM BREAKER ASSEMBLIES

- A. Install pressure vacuum breaker assemblies of type, size, and capacity indicated. Include valves and test cocks. Install in accordance with requirements of plumbing and health department and authorities having jurisdiction.
- B. Do not install pressure vacuum breaker assemblies in vault or other space subject to flooding.

3.10 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Section 312000 "Earth Moving."
- B. Permanently attach equipment nameplate or marker indicating plastic water-service piping, on main electrical meter panel. See Section 330500 "Common Work Results for Utilities" for identifying devices.

3.11 CLEANING

A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for three hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

END OF SECTION

Published in _____ on _____, 2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3 OF THE NICHOLS HILLS CITY CODE REGARDING THE CITY FEE SCHEDULE; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. Chapter 3 of the Nichols Hills City Code, Section 3-3 (City Fee Schedule) is hereby amended, with new language underlined and deleted language dashed through, to wit:

Sec. 3-3. Fee schedule.

The following City Fee Schedule is hereby adopted.

CITY FEE SCHEDULE

Chapter 2. Administration

Permit and inspection fees.

- (a) Connection to a storm sewer \$62.00
- (b) Connection to a sanitary sewer, inside City \$117.00
- (c) Connection to a sanitary sewer, outside City \$344.00

Note: For other permit and inspection fees see Chapter 38: right-of-way use; paving and curb cuts; Portland cement, driveways and driveway approaches

Engineering services performed by the City.

- (a) *Paving plans.* Where the City Engineer or his designated representative prepares paving plans, fees shall be the maximum permitted by state assessment paving laws.
- (b) *All other public improvements.* The fee shall be a percentage of estimated costs as provided herein:

Estimated Construction Cost	Fee in Percentage
Up to \$10,000.00	13.8

\$10,001.00—\$25,000.00	11.8
\$25,001.00—\$50,000.00	10.4
\$50,001.00—\$100,000.00	9.6
\$100,001.00—\$250,000.00	9.0
\$250,001.00—\$500,000.00	8.3
Over \$500,000.00	7.6

Engineering services when plans and specifications are prepared by registered professional engineer.

Inspection and supervision fees shall be a percentage of estimated costs as follows:

Estimated Construction Cost	Fee in Percentage
Up to \$2,000.00	6.9
\$2,001.00—\$5,000.00	6.3
\$5,001.00—\$10,000.00	5.5
\$10,001.00—\$25,000.00	4.9
\$25,001.00—\$50,000.00	4.1
Over \$50,000.00	3.5

911 VoIP service fee, per month \$0.50

Copies of existing public records

Paper photocopy of an existing public record, including a paper copy of an existing electronic public record, per page not exceeding 8½" × 14" in size \$0.25

Certified copy of an existing public record, including a paper copy of an existing electronic public record, per page \$1.00

Copy of an existing oversized public record (with "oversized" meaning existing public records available in the specific sizes indicated below):

*Image/aerial photo, 11" × 17", color \$5.41

*Image/aerial photo, 11" × 17", black and white \$2.79

*"Image/aerial photo" includes but is not limited to zoning maps, subdivision maps, and aerial photos.

**Line drawing, 11" × 17", color \$1.62

**Line drawing, 11" × 17", black and white \$0.56

***"Line drawing" includes but is not limited to engineering plans, atlas sheets, and contour maps.

Additional fee to reduce the size of any public record to 11" × 17" in size not to exceed the actual cost to the City for engaging the services of a business to reduce the record, which is required for any public record exceeding 11" × 17" in size before the City can fulfill any request to reproduce the record.

Electronic copy of existing computer data or documents onto City-issued disc, electronic copy of existing computer-generated reports onto City-issued disc, copy of an existing CD onto City-issued CD, and/or copy of an existing DVD onto City-issued DVD, per disc \$4.00

Plus the following additional charge, as applicable in specific cases: the actual cost of any hardware and software that are not in the possession of the public body, that would not otherwise generally be required or used by the public body, and that are specifically required to fulfill the request and reproduce the record in computer-readable format with deletion of confidential data.

Copy of an existing photograph:

One 5" × 7" photograph provided as a picture on photo paper, each \$3.00

One or more photographs provided as an electronically recorded file on City-issued media (CD, DVD), per disc \$25.00

Additional fee to recover the direct cost of total time spent searching and copying existing public records, to be charged only when the request (i) is solely for commercial purposes; or (ii) would clearly cause an excessive disruption of essential City functions, as determined by the City manager or his designee, calculated for each one minute of time spent to search and copy, per minute \$0.30

Provided, in no case shall this additional fee be charged when the release of records is in the public interest, such as the release of records to the news media, scholars, authors, or taxpayers seeking to determine whether City officers or employees are honestly, faithfully, and competently performing their duties as public servants.

Payment in advance of the above fees for copies of existing public records may be required by the department director or his/her designee.

Collection fee on unpaid amounts owing to City 25% of amount owing

Charge for insufficient funds checks \$25.00

Chapter 3. City Fee Schedule

Convenience Fees for Online Transactions

Online payments, per transaction \$3.00

Chapter 4. Alcoholic Beverages

The words, terms, and phrases used herein shall be given any meanings defined for them in 37A O.S. § 1-101 et seq.

Certificates of zoning code compliance and fire, health and safety code compliance
\$125.00

Occupation tax - Payable annually from the date of initial payment of the fee as reflected on the City Clerk's records. The listed occupations are classified as to the type of license issued by the Alcoholic Beverage Laws Enforcement Commission.

Brewer License \$1,250.00

Small Brewer License \$125.00

Distiller License \$3,125.00

Winemaker License \$625.00

Small Farm Winery License \$75.00

Rectifier License \$3,125.00

Wine and Spirits Wholesaler License \$3,000.00

Beer Distributor License \$750.00

Retail Spirits License \$605.00

Retail Wine License \$1,000.00

Retail Beer License \$500.00

Mixed Beverage License

Initial \$1,005.00

Renewal \$905.00

Mixed Beverage/Caterer Combination License \$1,250.00

On Premises Beer and Wine License \$500.00

Caterer License

Initial \$1,005.00

Renewal \$905.00

Annual Special Event License \$55.00

Quarterly Special Event License \$55.00

Hotel Beverage License

Initial \$1,005.00

Renewal \$905.00

Charitable Auction License \$1.00

Charitable Alcoholic Beverage License \$55.00

Annual Public Event License \$1,005.00

One-Time Public Event License \$255.00

Brewpub License \$1,005.00

Chapter 6. Animals

Dog and cat annual administrative regulation, inspection and license fee \$5.00

Chapter 8. Buildings and Building Regulations

Oklahoma Uniform Building Code commission fee for issuance or renewal of building permits \$0.50

Reroofing permits and inspections

Reroofing permit fee \$85.00

Inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Registration of electrical contractors and journeyman electricians

Electrical contractor

Initial registration \$150.00

Renewal registration \$75.00

Journeyman electrician

Initial registration (for each journeyman electrician) \$50.00

Renewal registration (for each journeyman electrician) \$25.00

Fences

Building permit fee \$50.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Appeals fee \$750.00

Swimming pools and related structures building permit fee \$50.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Registration of plumbing contractors and mechanical contractors

Plumbing contractor or mechanical contractor

Initial registration \$150.00

Renewal registration \$75.00

Journeyman plumber or mechanical journeyman

Initial registration (for each journeyman) \$50.00

Renewal registration (for each journeyman) \$25.00

Building movers and demolition contractors

Permit fee to engage in the business of moving or demolishing buildings \$150.00

Permit fee to move or demolish a building \$1,250.00

Registration of general contractors

Initial registration \$150.00

Renewal registration \$75.00

Permits and revocable permits for signs (per sign) \$300

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

System Development Charges for new or modified water and/or sewer service – see Chapter 46 of this fee schedule.

Chapter 10. Businesses

Solicitation and peddler permit investigation fee \$75.00

Solicitation exemption certificate investigation fee \$5.00

Business Sponsored Event/Sidewalk Sale Permit fee \$50.00

Residential sales permit fee \$20.00

Bail bondsman fees

Permit fee \$50.00

Activity fee \$5.00

Pesticide applicator permit fee \$50.00

Tree serviceman and tree sprayer

Permit fee \$50.00

Examination fee \$10.00

Coin-operated device or machine annual permit fee \$29.00

Chapter 12. Cable Television

Application for grant, renewal, modification or transfer of franchise

New or initial franchise \$750.00

Renewal of franchise \$750.00

Transfer of franchise \$500.00

Modification of franchise agreement \$250.00

Any other relief \$250.00

Application for grant, renewal, modification or transfer of revocable permit

New or initial revocable permit \$750.00
 Renewal of revocable permit \$750.00
 Transfer of revocable permit \$500.00
 Modification of revocable permit \$250.00
 Any other relief \$250.00

Chapter 14. Courts, Fees and Costs

Municipal judge compensation (monthly administrative fee) \$1250.00
 Associate judge compensation (per court session conducted) \$750.00
 Court cost \$25.00
 Late fee \$10.00
 Court costs for warrants \$5.00
 Witness fees in court, per day of attendance \$2.00
 Plus, per mile traveled \$0.05

Chapter 18. Emergency Management and Services

Penalty charge for invalid alarm
 To police department \$50.00
 To fire department \$50.00
 Alarm system permit reinstatement fee \$20.00
 Medical service program participation fees, per month
 Single-family residential utility customers \$2.95
 Multifamily residential utility customers \$2.95

Chapter 20. Environment

Floodplain variance filing fee \$25.00

Chapter 24. Health and Human Services

Food service operator certificate fees
 Certificate issuance or renewal \$5.00
 Replacement of lost, damaged or stolen certificate \$5.00

Temporary mobile food vendor permit fees

One-day permit \$20.00

Thirty-day permit \$30.00

One hundred eighty-day permit \$125.00

Chapter 30. Nuisances

Weed abatement administrative charges \$30.00

Chapter 32. Offenses

Hovering aircraft permit fee \$10.00

Chapter 34. Parks and Recreation

Revocable Permit for private social activities requiring permit \$20.00

Chapter 36. Solid Waste

Business permit for collecting and hauling recyclable materials from residences or businesses, annual fee \$150.00

Collection and disposal charges

Single-family residences

Monthly base rate~~\$44.42~~ \$45.96

Plus \$1.97 for each barrel used by the City for collection and disposal in excess of three barrels on any collection day *

Duplexes

Monthly base rate~~\$44.42~~ \$45.96

Plus \$1.97 for each barrel used by the City for collection and disposal in excess of three barrels on any collection day per dwelling unit *

Apartments and condominiums, per month per dwelling unit (unless otherwise contracted for commercial establishment collection)

Monthly base rate~~\$44.42~~ \$45.96

Plus \$1.97 for each barrel used by the City for collection and disposal in excess of three barrels on any collection day per dwelling unit *

* The monthly base rate provides for the City's collection and disposal of solid waste using up to three of the City's 60-gallon collection barrels per collection day. The additional per-barrel charge applies for each collection barrel over three barrels that is required for collection and disposal on any collection day. This additional charge will be waived when additional barrels are necessary on

any collection day because the prior collection was cancelled due to a legal holiday or weather event prohibiting solid waste pickup.

The additional charge does not apply to the collection and disposal of tree limbs and other debris made necessary due to a weather event when a state of emergency is declared by the City as to that event.

Commercial establishments

Commercial rates*

Yards						
	2	3	4	6	8	10
1 × per week	\$41.96	\$48.60	\$55.20	\$70.68	\$85.02	\$106.09
2 × per week	\$75.09	\$88.35	\$101.60	\$130.33	\$154.63	\$212.21
3 × per week	\$147.99	\$167.87	\$187.73	\$225.31	\$265.09	\$300.04
4 × per week	\$229.72	\$256.22	\$280.54	\$331.34	\$382.17	\$418.73
5 × per week	\$329.15	\$360.05	\$393.20	\$455.06	\$516.89	\$556.14
6 × per week	\$420.86	\$481.56	\$519.10	\$633.98	\$711.31	\$738.40
Extra Lift	\$37.39	\$39.24	\$41.14	\$44.86	\$48.62	\$56.08
Recycle Containers						
1 × per week	N/A	N/A	\$ 55.20	N/A	\$85.02	N/A

*Plus a 10% administrative fee added to the monthly bill of each commercial establishment.

25 yd Recycling Roll-Off Container

Per haul \$167.41

Industrial rates

35 yd compactors

Per haul \$360.63

Per wash out \$175.05

Disposal rate, per cubic yard \$6.72

Waste fee/charge, per month \$0.25

Collection and disposal of Christmas trees

Live trees only (free of lights, ornaments, nails, stands, and all other materials)
..... \$10.00

Live trees with lights, ornaments, nails, stands or other materials affixed or
attached \$100.00

Artificial trees \$100.00

Chapter 38. Streets, Sidewalks and Other Public Places

Revocable permit for parade, public meeting, public celebration or demonstration
\$15.00

Revocable right-of-way user permit application fee

New or initial permit \$750.00

Renewal of permit \$750.00

Transfer or modification of permit \$250.00

Right-of-way use fee, per linear foot of facilities located in public right-of-way (for all
facilities other than franchisees) \$2.00

Use fee for each streetlight pole used to hang a banner \$15.00

Banner installation and removal—Per pole if installed by the City \$36.00

Banner installation and removal—Deposit per pole if not installed by the City \$115.00

Street boring permit fees

For boring no greater in diameter than 14 inches \$250.00

Plus, per lineal foot \$2.00

For boring greater in diameter than 14 inches \$100.00

Plus, per lineal foot \$2.50

Paving or curb cut permit fee \$115.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

If curb is core drilled \$75.00

Plus, per opening \$10.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Portland cement construction, repair or replacement of driveways, driveway approaches, or portion thereof, located on street, parking or other public easement or property \$115.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

All other Portland cement work \$115.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Application to close public way or easement \$1750.00

Chapter 40. Subdivisions

Plat and planned unit development application fees

Preliminary plat \$3,500.00

Final plat \$3,500.00

Planned unit development \$3,500.00

Deed approval application fees

Lot line adjustment deed approval application fee \$250.00

Metes and bounds tract deed approval application fee \$250.00

Lot split deed approval application fee \$500.00

Combined lot deed approval application fee \$500.00

Chapter 42. Taxation

Telecommunications services

Inspection fee, annual See City Clerk

Service charge See City Clerk

Chapter 44. Traffic and Motor Vehicles

Impound fee \$100.00

Chapter 46. Utilities

Utility service deposit \$250.00

Water service restoration fee \$25.00

Water rates *

Charge for gallons used, per 1,000 gallons

First 10,000 ~~\$7.20~~ \$7.39

10,001 to 25,000 ~~\$7.26~~ \$7.45

25,001 to 40,000 ~~\$7.32~~ \$7.51

40,001 to 50,000 ~~\$7.37~~ \$7.56

50,001 to 100,000 ~~\$7.43~~ \$7.62

100,001 to 200,000 ~~\$7.49~~ \$7.68

200,001 to 400,000 ~~\$7.56~~ \$7.75

In excess of 400,000 ~~\$7.61~~ \$7.80

* Water rates shall be automatically adjusted each year beginning with water billings rendered on or after July 1, 2021, and on each such July thereafter, with new water rates for each year to be determined as follows: existing water rates multiplied by Current CPI divided by Base CPI shall equal the new water rates. For purposes of this Section, the following terms are defined as follows: “CPI” means the consumer price index for all urban consumers (CPI-U) for the Dallas-Fort Worth Region published by the Bureau of Labor Statistics of the United States Department of Labor. “Base CPI” means the most recently published CPI as of May 31 of the prior calendar year. “Current CPI” means the most recently published CPI as of May 31 of the calendar year in which the adjustments is to be made.

Water meter installation and service charges

Installation of water meter on service line, by meter size

Meter size (inches)

5/8 × 3/4 ~~\$750.00~~ \$1,125.00

1 ~~\$1,150.00~~ \$1,200.00

1½ ~~\$1,250.00~~ \$1,350.00

2 ~~\$1,650.00~~ \$1,750.00

Meters 3-inch or larger at City contractor price.

3 ~~\$2,200.00~~

4 ~~\$2,700.00~~

6 ~~\$4,200.00~~

8 ~~\$5,150.00~~

Plus MXU Installation Fee \$160.00

Water System Development Charge (capacity fee) for new and upgraded water meters, by meter size (not charged for replacements of defective meters of the same size, nor for existing single family residential water customers installing a second meter of no more than 5/8 inches in size to be used exclusively for lawn and landscaping irrigation)

Meter size (inches)

5/8 × ¾ \$1,230.00

1 \$2,050.00

1½ \$4,100.00

2 \$6,560.00

3 \$14,350.00

4 \$25,830.00

6 and larger \$57,404.00

Meter monthly service charge, by meter size

Meter size (inches)

5/8 × ¾ \$7.50

1 \$8.50

1½ \$12.00

2 \$14.50

3 \$20.50

4 \$26.00

6 \$32.00

8 \$38.00

Fire prevention systems

Connection fee \$500.00

Security deposit for hydrant flush meters ~~\$1,000.00~~ \$1,600.00

Monthly service charge or standby fee, based on service line diameter

Service line size (inches)

2 \$5.00

3 \$10.00

4 \$15.00

6 \$20.00

8 \$25.00

10 \$30.00

Water well permit fee \$100.00

Wells with heat exchange systems special permit fee \$100.00

Fee for disconnection of water service due to delinquency and non-payment \$25.00

Sewer service rates and charges

Base monthly charges

Single-family residential units

Nichols Hills base rate \$8.38

Plus, per 1,000 gallons of water (or fraction thereof) ~~\$0.82~~ \$0.84

Two-family residential units with one water meter

Nichols Hills base rate \$16.76

Plus, per 1,000 gallons of water (or fraction thereof) ~~\$0.82~~ \$0.84

Two-family residential units with separate water meters for each user

Nichols Hills base rate \$8.38

Plus, per 1,000 gallons of water (or fraction thereof) ~~\$0.82~~ \$0.84

Apartment houses/other multifamily dwellings

Nichols Hills base rate, per unit \$8.38

Plus, per 1,000 gallons of water (or fraction thereof) ~~\$0.82~~ \$0.84

Commercial property

Nichols Hills base rate, per unit \$8.38

Plus, per 1,000 gallons of water (or fraction thereof) consumed ~~\$0.82~~
\$0.84

All other units, properties or users

Nichols Hills base rate \$8.38

Plus, per 1,000 gallons of water (or fraction thereof) consumed ~~\$0.82~~
\$0.84

Premises from which water from private well is discharged into City sanitary system \$20.00

Or amount determined by application of above rates, whichever is higher

Premises located outside corporate limits of City

Not less than \$20.00

Not more than \$50.00

Plus, Oklahoma City wastewater treatment rates as follows:

Effective for utility bills issued through May 31, 2022:

Base rate \$7.51

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.38

Effective for utility bills issued from June 1, 2022 through December 31, 2022:

Base rate \$8.11

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.44

Effective for utility bills issued from January 1, 2023 through December 31, 2023:

Base rate \$8.75

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.50

Effective for utility bills issued from January 1, 2024 through December 31, 2024:

Base rate \$9.45

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.57

Effective for utility bills issued from January 1, 2025 through December 31, 2025:

Base rate \$10.19

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.63

Effective for utility bills issued from January 1, 2026 and thereafter:

Base rate \$11.00

Plus, per 1,000 gallons of water (or fraction thereof) consumed
\$4.69

Wastewater System Development Charge (capacity fee) for new and upgraded sewer taps, by property water meter size (not charged for replacement sewer taps)

Meter size (inches)

5/8 × ¾ \$1,658.00

1 \$2,763.00

1½ \$5,527.00

2 \$8,843.00

3 \$19,343.00

4 \$34,818.00

6 and larger \$77,379.00

Drainage Fee \$3.00 per month

Chapter 50. Zoning

Redistricting, rezoning of land, special permit, use permitted on review, variance or exception fees \$750.00

Certificate of occupancy \$10.00

Off-street parking permit fee, annually \$5.00

Temporary parking permit for recreational vehicle or pickup truck, per day \$5.00

Technical code fees

Building permits and inspections

Base fee \$77.00

New construction, per square foot of floor space \$0.35

Plus plan examination fees See below

Remodeling and additions, per \$1,000.00 of estimated remodeling cost \$4.50

Plus plan examination fees See below

Plan examination fees

Residential

Less than 1,000 square feet \$20.00

1,000 to 2,000 square feet \$25.00

Greater than 2,000 square feet \$35.00

Commercial

Less than 1,000 square feet \$25.00

1,000 to 7,000 square feet \$60.00

Greater than 7,000 but not greater than 15,000 square feet \$80.00

Equal to or greater than 15,000 square feet \$105.00

Life and Safety (Commercial Only)

Fire Sprinkler and Fire Suppression Plan Review \$0.02 per square foot
(Minimum of \$50)

Fire Alarm Plan Review \$0.02 per square foot (Minimum of \$50)

On-Site Fire Sprinkler, Fire Suppression, and Fire Alarm Walkthrough

\$250.00 per visit – 50 Percent Walkthrough

\$250.00 per visit – 100 Percent Walkthrough

Additional on-site inspection(s) due to non-compliance with applicable codes and/or deviations from approved plans will be billed at \$400 per visit.

Commercial buildings, office buildings, office space, per square foot
\$0.10 (Minimum of \$250.00)

Inspections

New construction (fee includes up to 6 inspections) \$150.00

Each subsequent inspection after the sixth inspection \$30.00

Remodel or addition to structure (fee includes up to 4 inspections)
\$100.00

Each subsequent inspection after the fourth inspection \$25.00

Electrical permits and inspections

Basic permit fee, plus additional charges, as applicable, as listed below \$15.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Plus state fee (Uniform Building Code) \$4.00

Plus City fee (related to Uniform Building Code) \$0.50

Temporary pole—1 year \$85.00

Temporary pole—6 months or less \$55.00

Less than 200 amp electrical service \$100.00

200—399 amp electrical service \$200.00

400 amp and larger electrical service \$400.00

Sub-panels \$10.00

Outlets (110 or 220 v.)

Less than 100 \$100.00

100 to 199 \$200.00

200 or more \$300.00

General electrical \$35.00

Inspections (rough and final, etc.)

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Mechanical

Basic permit fee, plus additional charges, as applicable, as listed below \$15.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Plus state fee (Uniform Building Code) \$4.00

Plus City fee (related to Uniform Building Code) \$0.50

Additional fee for installation of the following fixtures

Heat and air—4 ton or less (per unit) \$45.00

Heat and air—5 ton and above (per unit) \$60.00

Plumbing

Basic permit fee, plus additional charges, as applicable, as listed below \$15.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Plus state fee (Uniform Building Code) \$4.00

Plus City fee (related to Uniform Building Code) \$0.50

Additional fee for installation of the following:

Bathroom \$30.00

Kitchen \$65.00

Laundry room \$21.00

Wet bar \$10.00

Sewer tap—New \$500.00

Sewer tap—Replacement \$100.00

General plumbing (Hot water tanks, sewer repair, etc.) \$35.00

Sprinkler \$40.00

Fire sprinkler

Less than 20 \$45.00

20 or more \$65.00

Gas outlets \$15.00

Gas service \$25.00

Water service \$25.00

Storm sewer tap \$75.00

Inspection fees (rough and final, etc.)

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Signs

Sign permit (other than on public rights of way) \$75.00

Plus inspection fees

First inspection \$30.00

Second inspection \$35.00

Third and each subsequent inspection \$55.00

Small wireless facilities permits

First five small wireless facilities per application

Per small wireless facility \$200.00

Each additional small wireless facility per application
Per small wireless facility \$100.00

Small wireless facilities waiver, per small wireless facility \$500.00

Building Commission Certificate of Approval \$750.00

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 4. EFFECTIVE DATE. This ordinance shall take effect and be in full force from and after July 1, 2023.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2023.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2023.

ATTEST:

Mayor

City Clerk

Reviewed as to Form and Legality:

City Attorney

Published in _____ on _____, 2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-21 OF THE NICHOLS HILLS CITY CODE REGARDING THE MEETING TIME FOR MEETINGS OF THE ENVIRONMENTAL, HEALTH AND SUSTAINABILITY COMMISSION; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. Section 20-21 of the Nichols Hills City Code is amended as follows, with deleted language stricken through and new language underlined, to wit:

Sec. 20-21. Time of regular meetings.

The regular meetings of the Commission shall be held on the fourth Wednesday of each month at ~~8:30~~ 9:30 a.m., at Town Hall, also known as City Hall, or at such other times and locations as determined by the Commission or its chairperson. In addition to regular meetings, special and other meetings may be held by the Commission. All such meetings may be adjourned from day to day.

Section 2. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 4. EMERGENCY SECTION. WHEREAS, in the judgment of the Council it is necessary for the preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2023.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2023.

ATTEST:

Mayor

City Clerk:

Reviewed as to Form and Legality:

City Attorney