

NOTICE TO BIDDERS

Sealed proposals will be accepted in the Office of the City Clerk, City of Sapulpa, 425 East Dewey, Sapulpa, Oklahoma, 74066, until 2:00 p.m., **Wednesday, June 26th, 2024**, for the following item(s):

BID NO. COS10105

Sahoma Lake Restroom Construction

Proposals will be opened at 2:00pm on **Wednesday, June 26th, 2024**, and will be considered for award at the next regular City Council meeting, at 7:00pm. in the City Council Chambers, Second Floor, 425 East Dewey, Sapulpa, Oklahoma. Notwithstanding any provision or language to the contrary, the City of Sapulpa reserves the right to reject any, and all bids for any reason whatsoever in the sole discretion of the City.

A Pre-Bid Meeting will be held at City Hall on **Tuesday, June 11th, 2024** in the City Council Chambers at 10:00am to answer any questions or comments.

Specifications may be obtained on the City of Sapulpa website in the Quicklinks tab in the upper right corner, then select Bid Opportunities.

Please address any questions concerning specifications and/or to schedule an onsite visit too:
Michael Russell, mrussell@sapulpaok.gov

Bids will only be accepted in hard copy at the City Clerk's office. Faxed or e-mail bids will not be considered. Write the bid number, opening date/time and title on the lower left corner of your bid envelope.

Michael Russell
Project Manager
City of Sapulpa
(918) 224-3040
mrussell@sapulpaok.gov

BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts/BID PROPOSALS with
the City of Sapulpa
(Please print in ink or type)

Project/Bid No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

Fax No. _____

Taxpayer Identification No. _____

Contact Person _____

E-mail address (Optional) _____

BID FORM
Lake Sahoma Restroom Construction

I, _____ (Bidder), having read all the specifications and requirements in the bid documents, do hereby propose the following prices for the specified projects, which includes all materials and labor:

Earthwork & Utilities **TOTAL:** _____

Concrete **TOTAL:** _____

Plumbing **TOTAL:** _____

Electrical **TOTAL:** _____

Mechanical **TOTAL:** _____

Metal Framing **TOTAL:** _____

COMBINED TOTAL: _____

DAYS TO COMPLETION: _____

Company: _____

Name: _____

Title: _____

Signature: _____ Date: _____

I attest that the above signature is true and valid.

Notary:

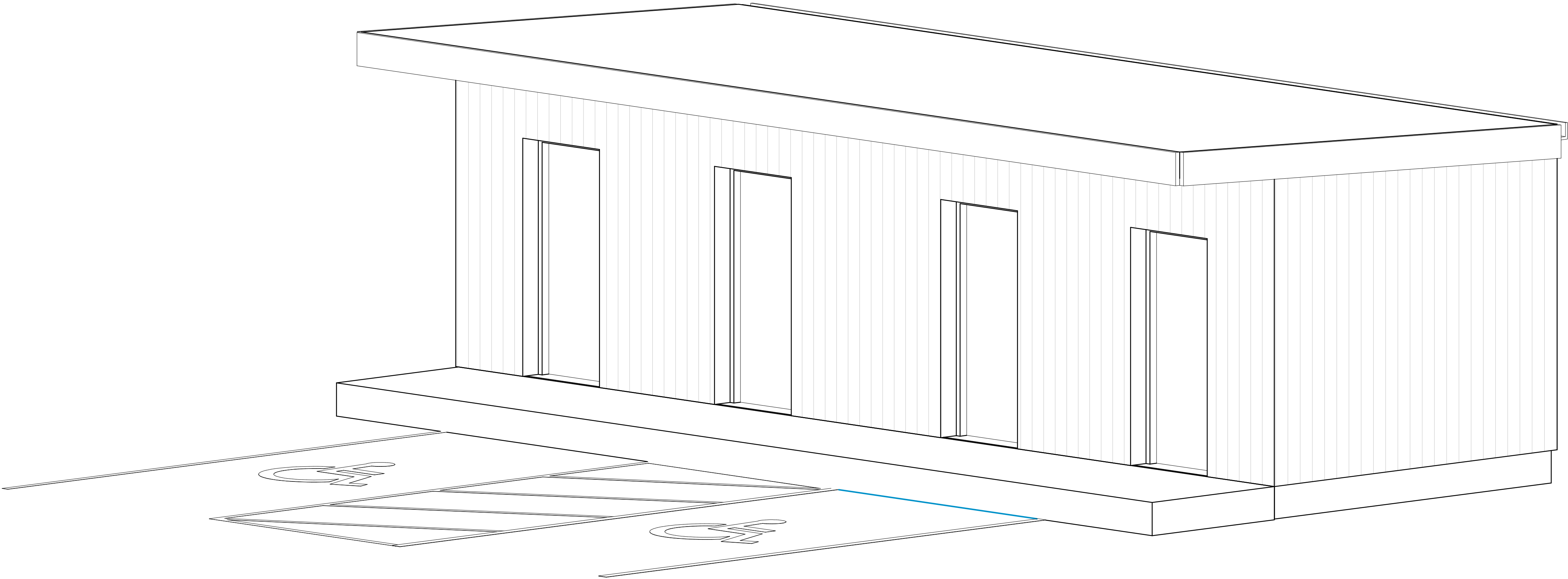
(SEAL)

My Commission Expires:

SAHOMA LAKE RESTROOM FACILITY

SAPULPA, OK

BUILDER'S SET



SHEET INDEX	
G000	COVER
A100	GENERAL ARCHITECTURAL LEGENDS ABBREVIATIONS NOTES AND SYMBOLS
A101	FLOOR PLAN, RCP, AND ELEVATIONS
A201	BUILDING SECTIONS

ARCHITECT



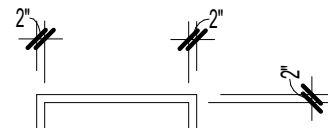
REED ARCHITECTURE
& INTERIORS

18 E. Hobson Ave.
Sapulpa, OK 74066
918-884-6007

DOOR AND FRAME SCHEDULE															
DOOR NO.	DOOR IDENTIFICATION		DOOR CONSTRUCTION			FRAME CONSTRUCTION			DOOR / FRAME DETAILS			HW SET	COMMENTS	REVISION	
	PAIR / SINGLE	SIZE	TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	HEAD	JAMB	SILL				
FIRST FLOOR LEVEL															
101		3' - 0"	7' - 0"	1	HM	P4	A	HM	P4	8/A201	12/A201	9/A201	1		
102		3' - 0"	7' - 0"	1	HM	P4	A	HM	P4	8/A201	12/A201	9/A201	1		
103		3' - 0"	7' - 0"	1	HM	P4	A	HM	P4	8/A201	12/A201	9/A201	2		
104		3' - 0"	7' - 0"	1	HM	P4	A	HM	P4	8/A201	12/A201	9/A201	1		
105		3' - 0"	7' - 0"	1	HM	P4	A	HM	P4	8/A201	12/A201	9/A201	1		

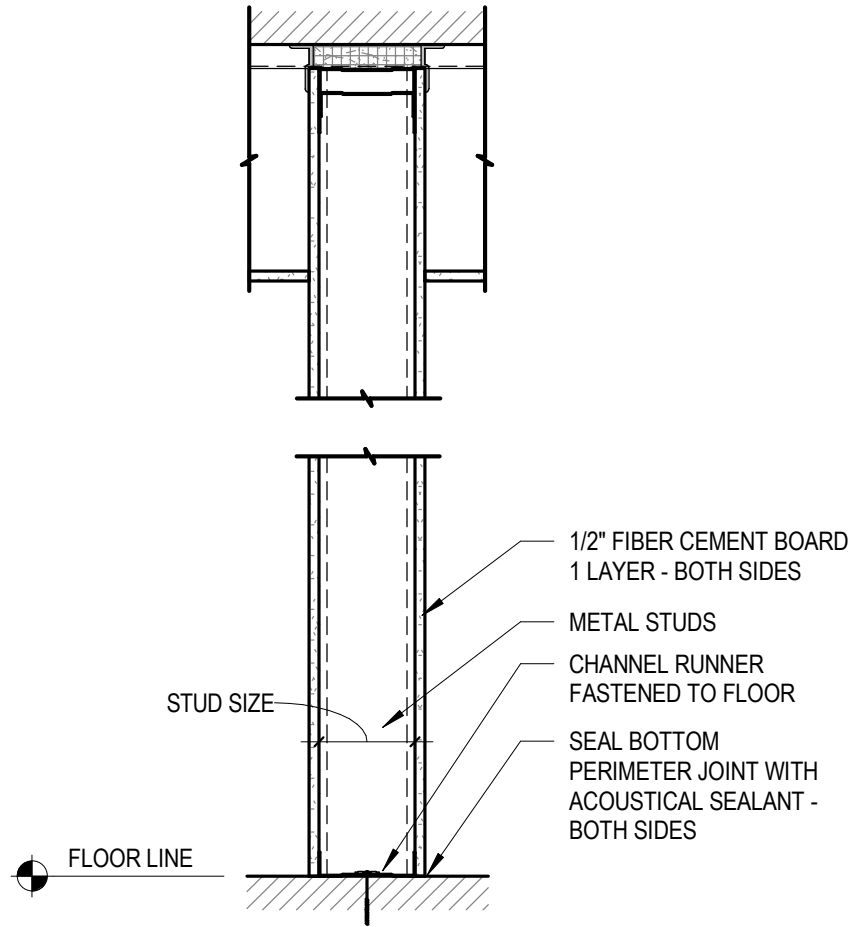
DOOR HARDWARE

HW1		HW2	
1 1/2	PAIR HINGES	1 1/2	PAIR HINGES
1	SURFACE MOUNTED CLOSER	1	SURFACE MOUNTED CLOSER
2	WEATHERSTRIPPING	2	WEATHERSTRIPPING
1	WALL STOP	1	WALL STOP
1	OUTSWING LATCH GUARD	1	KEYED DEADBOLT
1	KEYED DEADBOLT	1	WITH THUMB TURN (?)
1	WITH THUMB TURN (?)	1	LEVER
1	PUSH PLATE ON EXTERIOR	2	KICKPLATES, 34" X 8"
1	PULL HANDLE ON INTERIOR	1	ALUMINUM ADA THRESHOLD
2	KICKPLATES, 34" X 8"		
1	ALUMINUM ADA THRESHOLD		



FRAME TYPES

DOOR TYPES



PARTITION TYPE	STUD SIZE	OVERALL DIMENSION
A1	3 5/8"	4 7/8"
A2	6"	7 1/4"

'A' PARTITION TYPE

LOCATION MAP

1" = 160'-0"



PROJECT DESCRIPTION

NEW CONSTRUCTION OF RESTROOM BUILDING AT SAHOMA LAKE

REFER CIVIL FOR EXACT BUILDING LOCATION ON THE SITE AND REGRADING PLAN

TYPE IIB CONSTRUCTION

IBC 2015



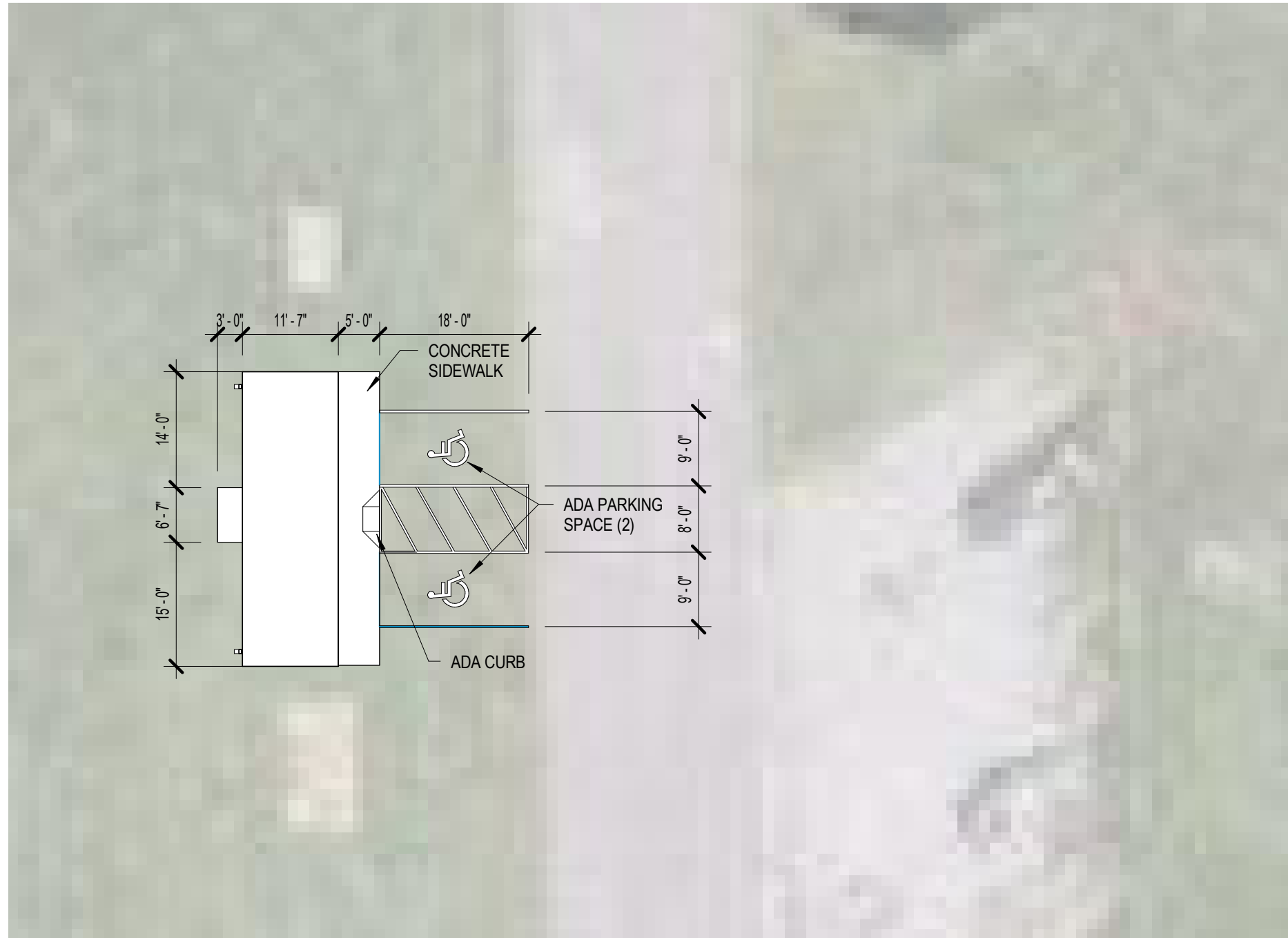
GENERAL NOTES:

"Contractor" shall mean Construction Manager and its subcontractors.

- OWNER HAS NOT PROVIDED A GEO-TECH REPORT FOR THIS PROJECT. CONDITIONS ENCOUNTERED WHICH MAY CAUSE CHANGES TO THE DESIGN SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ARCHITECT.
- CONTRACTOR SHALL PRESENT A PROJECT STAGING PLAN TO THE OWNER AND PROJECT ARCHITECT PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH CITY OF SAPULPA FOR ISSUES SUCH AS SITE ACCESS, LAY DOWN/STORAGE AREAS, AND PARKING.
- SITE OPERATIONS SHALL COMPLY WITH ALL REGULATIONS OF THE AUTHORITY(IES) HAVING JURISDICTION ESPECIALLY REGARDING SITE RUN-OFF CONTAINMENT, HOURS OF OPERATION, TRAFFIC AND ALL OTHER REGULATIONS PERTAINING TO NEW CONSTRUCTION PROJECTS.
- CONTRACTOR IS ADVISED TO REVIEW GENERAL NOTES OF THE OTHER DESIGN DISCIPLINES CONTAINED IN THESE CONTRACT DOCUMENTS AND TO COORDINATE WITH VARIOUS TRADES AS REQUIRED AS CONTAINED IN THOSE GENERAL NOTES.
- CONSTRUCTION OF THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE ALL CURRENT APPLICABLE BUILDING CODES AND REGULATIONS OF THE AUTHORITY(IES) HAVING JURISDICTION INCLUDING THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG).
- CONSTRUCTION DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY ONE TO THE OTHER. NEITHER TAKES PRECEDENCE OVER THE OTHER. IN CASE OF A CONFLICT, THE PROJECT ARCHITECT WILL EVALUATE AND DETERMINE A SOLUTION.
- CONTRACT DOCUMENTS ARE INSTRUMENTS OF SERVICE ONLY. THEY ARE GRAPHIC AND WRITTEN REPRESENTATION OF THE GENERAL SCOPE OF THE FINISHED PROJECT AND DO NOT NECESSARILY INDICATE ALL WORK REQUIRED FOR A FINISHED PROJECT. CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR A COMPLETED PROJECT.
- FINISH ELEVATIONS SHOWN ON CONSTRUCTION DOCUMENTS TO COORDINATE WITH ACTUAL FINISH FLOOR ELEVATION BENCH MARK ESTABLISHED BY OTHERS.
- INSTALLATION OF ALL BUILDING SYSTEMS SHALL BE IN STRICT ACCORDANCE WITH MOST CURRENT INDUSTRY REFERENCE STANDARDS AS THE RELATE TO EACH AND ANY ASSEMBLY WHETHER REFLECTED IN CONSTRUCTION DOCUMENTS OR NOT.
- ENLARGED PLANS AND DETAILS TAKE PRECEDENCE OVER SMALL SCALE PLANS AND ELEVATIONS. DO NOT SCALE DRAWINGS. DIMENSION CONFLICTS SHALL BE BROUGHT TO THE PROJECT ARCHITECT FOR RESOLUTION.
- UNLESS NOTED OTHERWISE, DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING COMPONENTS, CONCRETE, OR MASONRY (NOMINAL). REFER TO PARTITION TYPES SCHEDULE.
- UNLESS MARKED OTHERWISE, ALL PARTITION TYPES ARE "A", METAL STUD FRAMING. PARTITION TYPE WILL BE CONSISTENT THROUGHOUT ROOM UNTIL CHANGE IN PARTITION TYPE IS LABELED. IN CASE OF CONFLICT, THE MORE STRENUOUS TYPE WILL PREVAIL. VERIFY WITH PROJECT ARCHITECT.
- UNLESS NOTED OTHERWISE, INTERIOR CONCRETE FLOORING, WALLS, AND CEILING TO BE FINISHED WITH AN EPOXY PAINT. SEE SPECIFICATIONS FOR MANUFACTURER'S SPECIFICATIONS AND INSTALLATION REQUIREMENTS.
- UNLESS NOTED OTHERWISE, EXTERIOR CONCRETE SLAB TO BE SEALED CONCRETE FINISH.
- EXISTING SITE COMPONENTS NOT SCHEDULED FOR DEMOLITION INCLUDING EXISTING LANDSCAPING ARE TO BE PROTECTED DURING CONSTRUCTION OPERATIONS. ITEMS DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPLACED OR REPAIRED TO OWNER'S SATISFACTION.
- UNLESS MARKED OTHERWISE, ALL CONDUIT AND STRUCTURAL ELEMENTS ARE TO BE CONCEALED.
- ALL PIPES TO BE LOCATED WITHIN PLUMBING CHASE.
- EXPOSED PROTRUDING ELEMENTS SUCH AS SILLS, LEDGES, SOLID SURFACE CAPS, SHELVES, DOOR TOPS AND BOTTOMS, MILLWORK SHALL BE FINISHED THE SAME THROUGHOUT.
- DURING CONSTRUCTION, CONTRACTOR SHALL COORDINATE DATES AND TIMES OF SITE ACCESS REQUIRED BY OWNER'S SCHEDULE OF OPERATIONS. INTERRUPTION OF EXISTING SITE UTILITIES ARE FURTHER DESCRIBED IN CONSTRUCTION SPECIFICATION DIVISIONS.
- SITE SECURITY IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH OWNER FOR SPECIFIC SECURITY REQUIREMENTS FOR PROJECT SEPARATION FROM EXISTING ELEMENTS IN ADVANCE OF START OF CONSTRUCTION.
- SHOP DRAWING, PRODUCT DATA AND SIMILAR SUBMITTAL REQUIREMENTS ARE CONTAINED IN THE VARIOUS SPECIFICATION SECTIONS. SOME PROJECT SPECIALTIES ARE SHOWN ON CONTRACT DRAWINGS WITH ACCOMPANYING MODEL NUMBERS BUT DO NOT HAVE SPECIFICATIONS FOR CONVENIENCE AND BREVITY. MANUFACTURER'S SPECIFICATIONS AND INSTALLATION REQUIREMENTS ARE INCLUDED THEREIN BY REFERENCE. CONTRACTOR SHALL COORDINATE AND PROVIDE ALL SERVICES AND ELEMENTS REQUIRED FOR A COMPLETE AND OPERABLE INSTALLATION OF SUCH SPECIALTY ITEMS. CONTRACTOR SHALL PROVIDE APPROPRIATE BLOCKING OR OTHER REINFORCEMENT AS REQUIRED FOR ALL ANCHORED ITEMS SUCH AS TOILET ACCESSORIES, WALL-HUNG PLUMBING FIXTURES, SIGNAGE, MILLWORK, FURRED CEILINGS AND OTHER SUCH ITEMS NOT LISTED HEREIN. REQUESTS FOR INTERPRETATION WITH INFORMATION READILY AVAILABLE IN CONTRACT DOCUMENTS WILL BE RETURNED TO CONTRACTOR AND NOTED AS "INFORMATION READILY AVAILABLE".

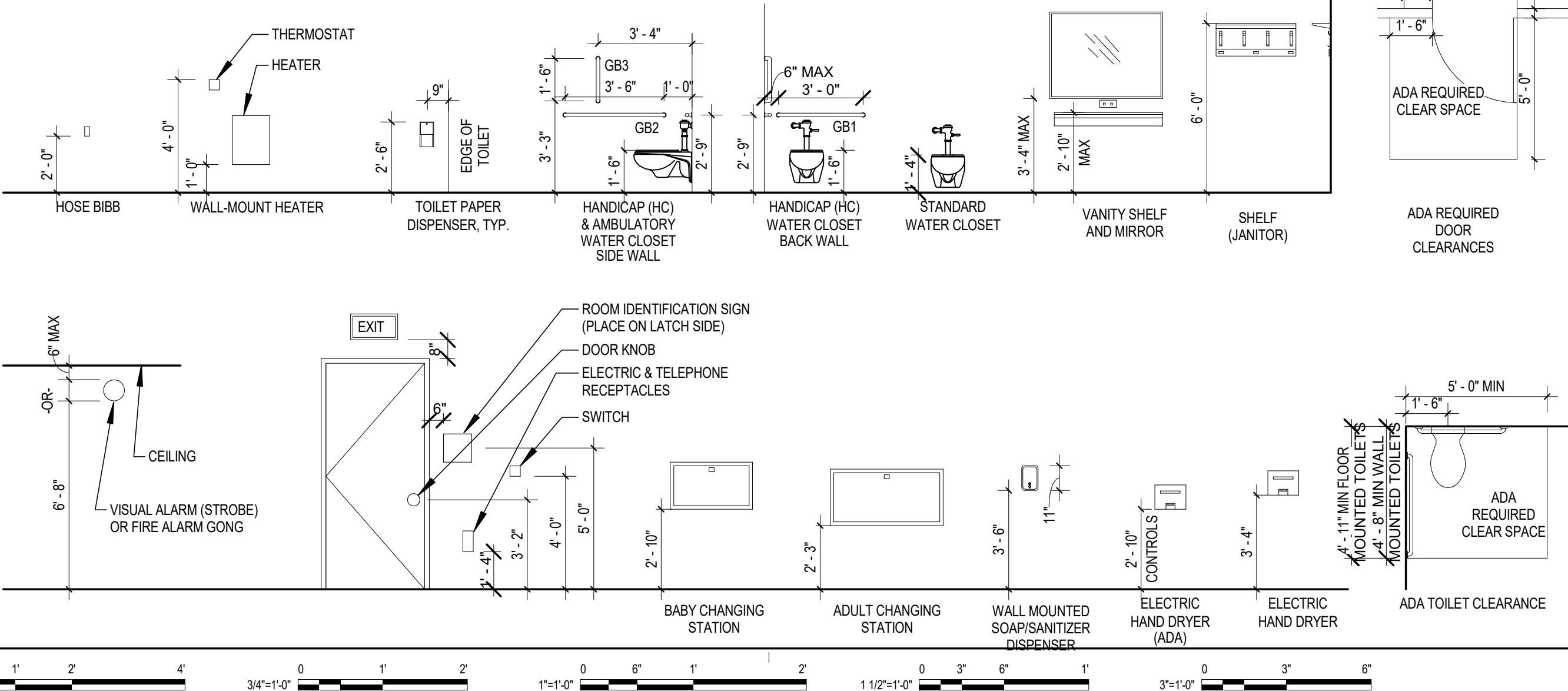
INTERIORS GENERAL NOTES:

- ALL EXPOSED STRUCTURE, MECHANICAL, PLUMBING, AND ELECTRICAL EXPOSED TO PUBLIC VIEW TO BE PAINTED, UNLESS NOTED OTHERWISE. VERIFY WITH ARCHITECT FOR EXCEPTIONS.
- PAINT RETURN AIR GRILLS, DUCTS, VENTS, ETC. TO MATCH ADJACENT WALL OR CEILING SURFACE IN PUBLIC SPACES.
- ALL COVER PLATES AND RECEPTACLES TO BE METALLIC, U.N.O.
- ALL EPOXY PAINT TO HAVE A GLOSS FINISH.
- ALL LATEX PAINT TO HAVE A SATIN FINISH.
- IF THERE ARE ANY DISCREPENCIES, PLEASE CONTACT INTERIOR DESIGNER/ARCHITECT BEFORE PROCEEDING.



ARCHITECTURAL SITE PLAN

1/16" = 1'-0"



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CONSULTANT:

Reference Cover Sheet
for Consultant Directory

PRICING SET
02/14/2023

SAHOMA LAKE
RESTROOM FACILITY

SAPULPA, OK

REVISIONS

GENERAL ARCHITECTURAL
LEGENDS ABBREVIATIONS
NOTES AND SYMBOLS

JOB 2023.08
ISSUE 02/14/2023
DRAWN BY: JLB
CHK'D BY: DRR

A100

SCALE As indicated

NOT FOR
CONSTRUCTION

2/14/2023 10:10:03 AM

FLOOR PLAN AND RCP LEGEND AND NOTES

METAL STUD WALL CONSTRUCTION

48" X 96" FIBER CEMENT BOARD AND BAT

FD

FLOOR DRAIN

LINEAR LED LIGHT FIXTURE

TYPE
HEIGHT
FINISH

CEILING TAG CALLOUT W/ FINISH

ROOM NAME
123

ROOM IDENTIFIER

123

DOOR IDENTIFIER

A1

WALL IDENTIFIER

ABC

SPECIALTY EQUIPMENT TAG

NOTE:
1. INSTALL FIBER CEMENT BOARD AS SHOWN IN RCP.
2. CONCRETE SLAB INSIDE RESTROOM AND SHOWER TO BE EPOXY PAINTED [P1].
3. ALL INTERIOR FACE OF WALLS TO BE EPOXY PAINTED [P2].
4. ALL CEILINGS TO BE EPOXY PAINTED [P2].
5. ALL EXTERIOR METAL PANEL, TRIM, AND SOFFIT TO BE PAINTED [P3].
6. EXTERIOR CONCRETE SLAB TO BE FINISHED WITH A CLEAR SEALER [SC].
7. ALL HARDWARE TO BE VANDAL-RESISTANT.
8. EXTERIOR LIGHT FIXTURE(S) TO HAVE MOTION SENSOR.
9. SLOPE CONCRETE FLOOR TO DRAIN AT 1/4" PER LINEAR FOOT.
10. PROVIDE CONCRETE SPLASHBLOCK AT ALL DOWNSPOUT LOCATIONS

MATERIAL LEGEND

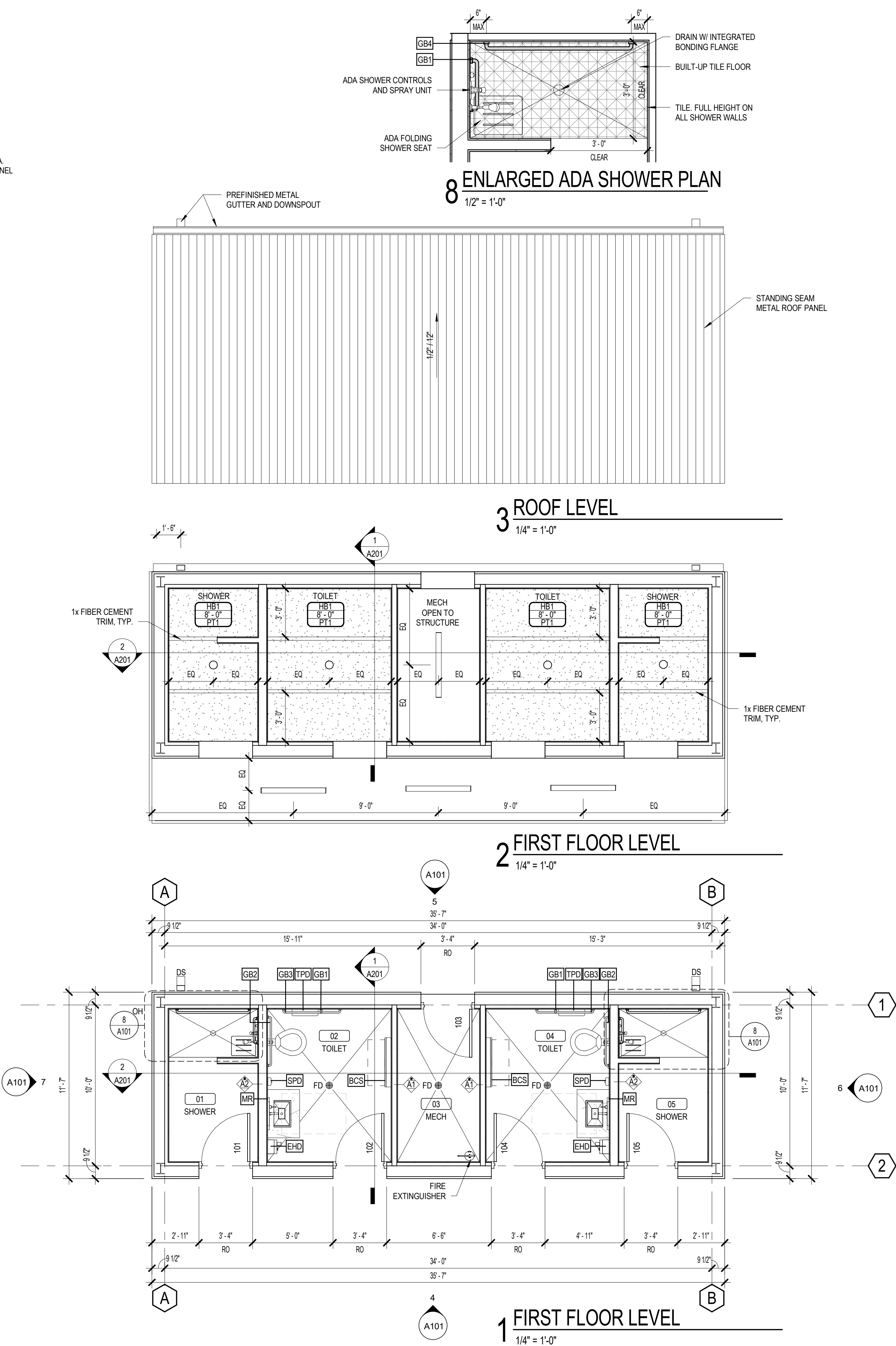
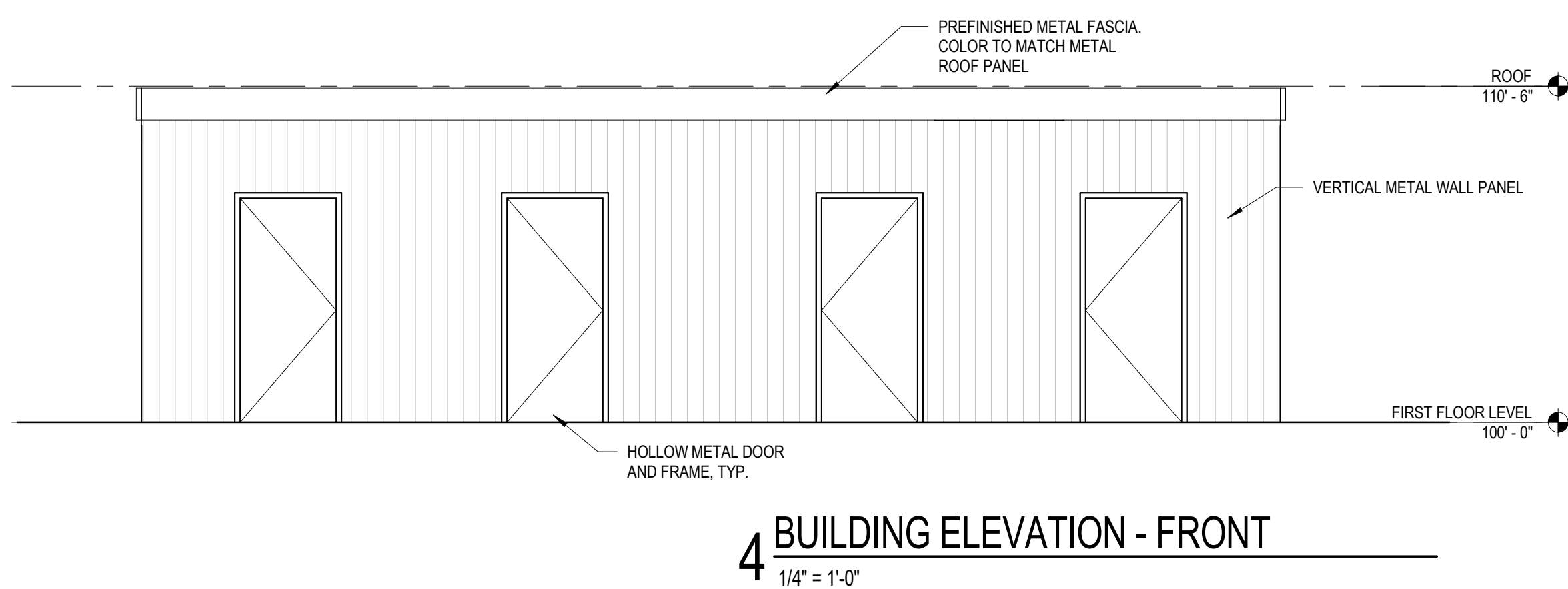
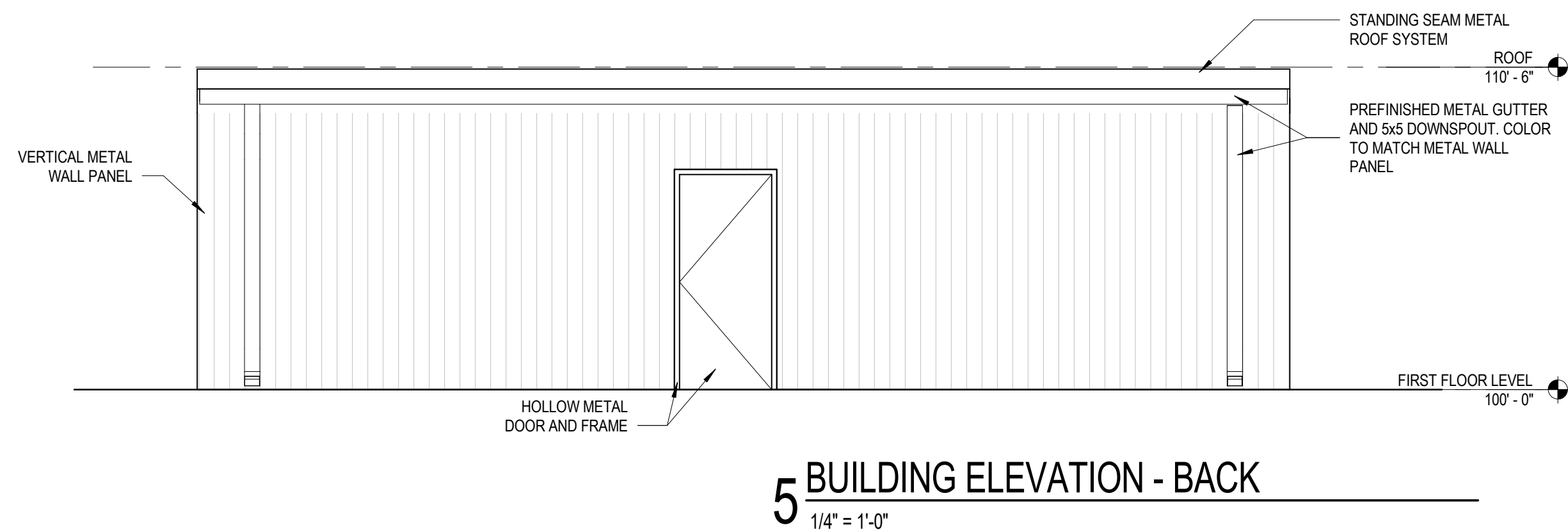
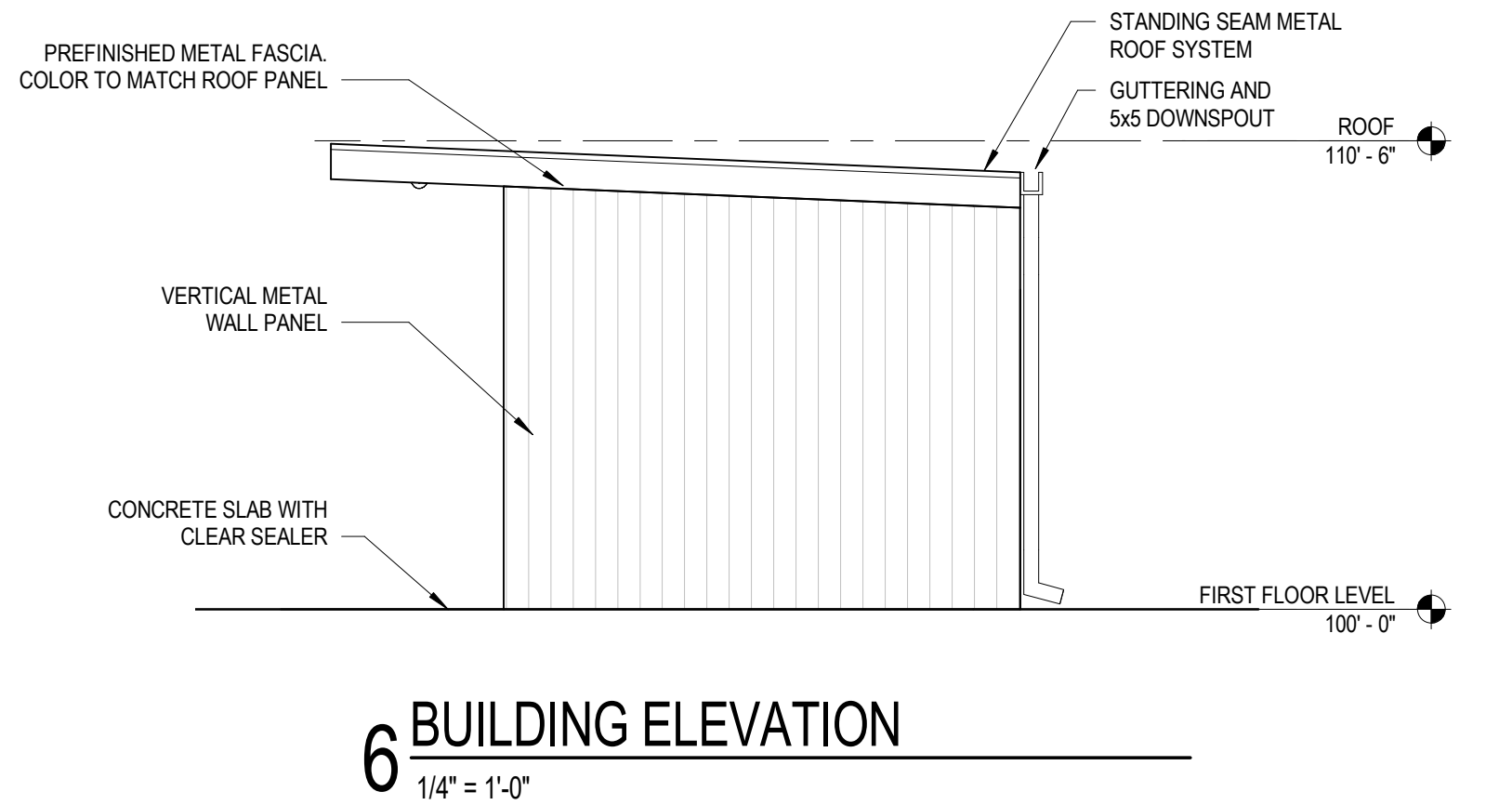
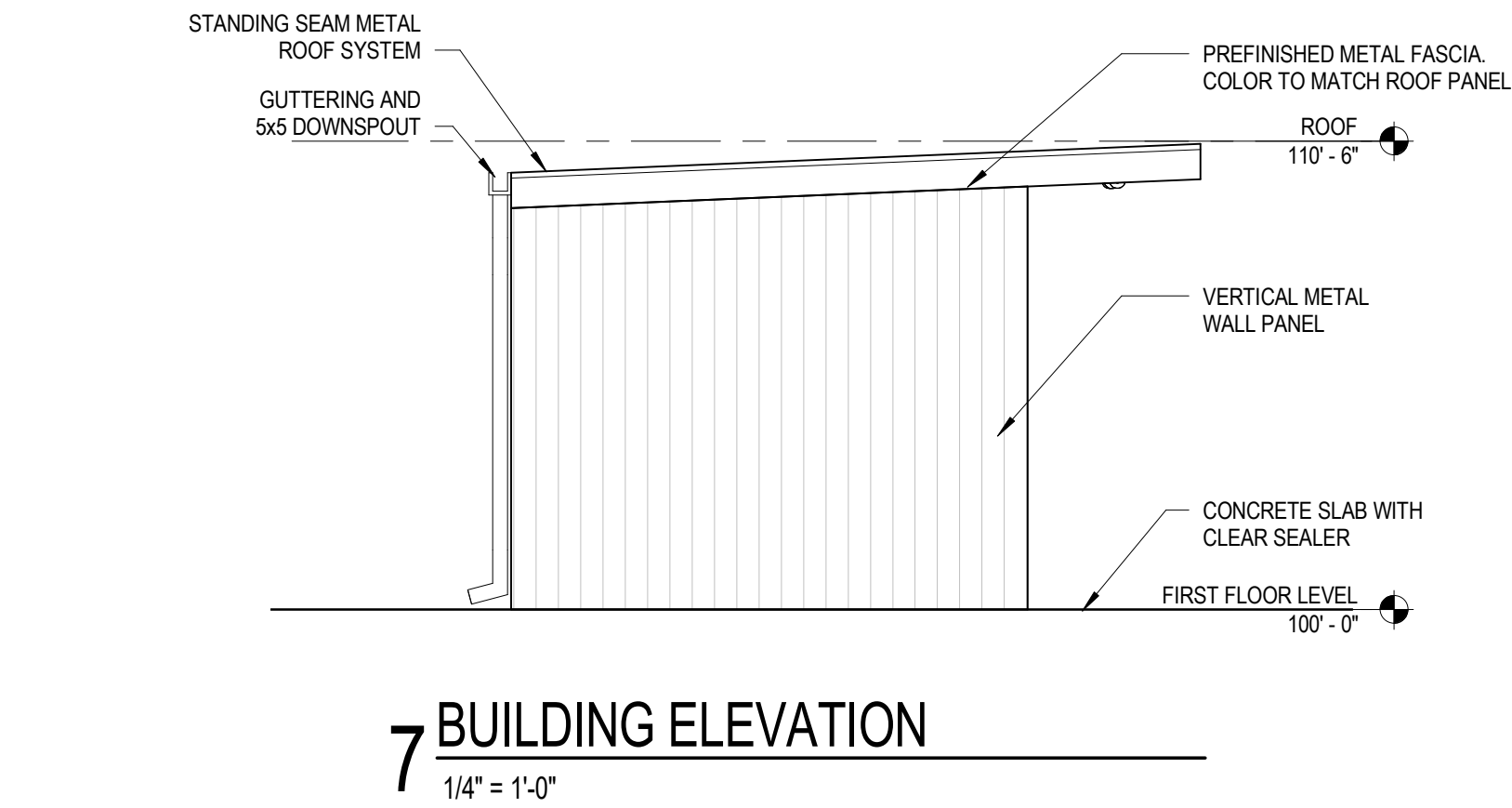
CONCRETE
SC SEALED CONCRETE FINISH

PAINT
P1 EPOXY, GLOSS, COLOR TBD BY OWNER
P2 EPOXY, GLOSS, COLOR TBD BY OWNER
P3 LATEX, COLOR TBD BY OWNER
P4 LATEX, COLOR TBD BY OWNE

FIBER CEMENT
HB1 JAMES HARDIE BOARD AND BAT

SEALANT
S1 CLEAR SEALER

SPECIALTIES SCHEDULE			
MARK	DESCRIPTION	MANUFACTERER	NOTES
BCS	BABY CHANGING STATION	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
EHD	ELECTRIC HAND DRYER	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
GB1	18" GRAB BAR	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
GB2	36" GRAB BAR	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
GB3	42" GRAB BAR	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
GB4	54" GRAB BAR	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
MR	MIRROR	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
SPD	SOAP DISPENSER	REFER TO SPECIFICATIONS	VANDAL-RESISTANT
TPD	TWO-ROLL BATHROOM TISSUE DISPENSER	REFER TO SPECIFICATIONS	VANDAL-RESISTANT



REED ARCHITECTURE & INTERIORS

18 E. Hobson Avenue
Sapulpa, OK 74066
918.884.6007

"The Team You Trust"

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CONSULTANT:

Reference Cover Sheet for Consultant Directory

PRICING SET
02/14/2023

SAHOMA LAKE RESTROOM FACILITY

SAPULPA, OK

REVISIONS

FLOOR PLAN, RCP, AND ELEVATIONS

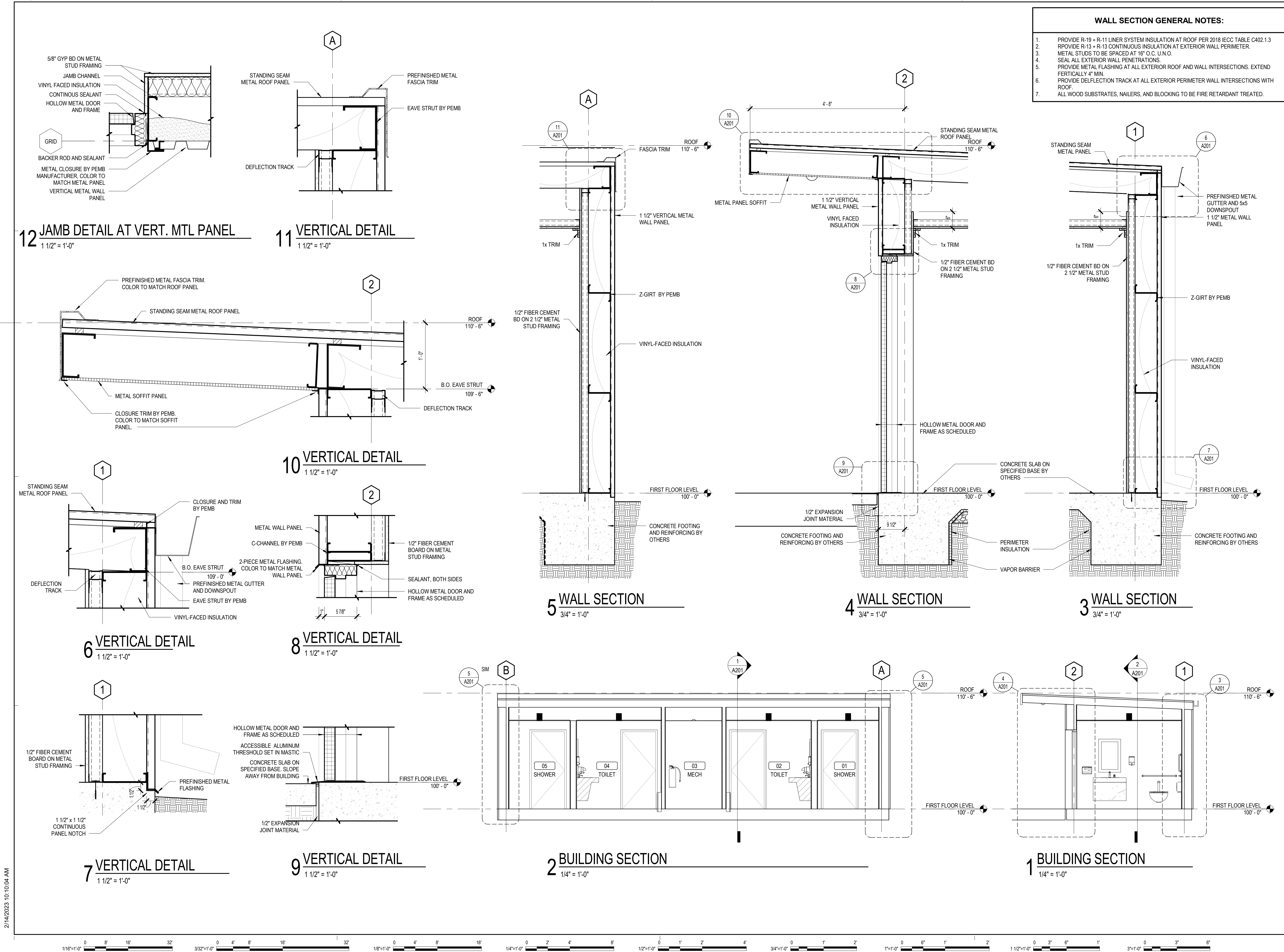
JOB
ISSUE
DRAWN BY: JLB
CHKD BY: DRR

2023.08
02/14/2023
A101

NOT FOR CONSTRUCTION

SCALE As indicated

2/14/2023 10:10:04 AM



- WALL SECTION GENERAL NOTES:**
1. PROVIDE R-19 + R-11 LINER SYSTEM INSULATION AT ROOF PER 2018 IECC TABLE C402.1.3
 2. PROVIDE R-13 + R-13 CONTINUOUS INSULATION AT EXTERIOR WALL PERIMETER.
 3. METAL STUDS TO BE SPACED AT 16" O.C. U.N.O.
 4. SEAL ALL EXTERIOR WALL PENETRATIONS.
 5. PROVIDE METAL FLASHING AT ALL EXTERIOR ROOF AND WALL INTERSECTIONS. EXTEND VERTICALLY 4" MIN.
 6. PROVIDE DEFLECTION TRACK AT ALL EXTERIOR PERIMETER WALL INTERSECTIONS WITH ROOF.
 7. ALL WOOD SUBSTRATES, NAILERS, AND BLOCKING TO BE FIRE RETARDANT TREATED.

REED ARCHITECTURE & INTERIORS
18 E. Hobson Avenue
Sapulpa, OK 74066
918.884.6007
"The Team You Trust"

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PRICING SET
02/14/2023

**SAHOMA LAKE
RESTROOM FACILITY**

SAPULPA, OK

REVISIONS

BUILDING SECTIONS

JOB 2023.08
ISSUE 02/14/2023
DRAWN BY: JLB
CHKD BY: DRR

A201

SCALE As indicated

NOT FOR
CONSTRUCTION



Sahoma Lake Bathroom Specifications

Earthwork & Utilities

Proposed bids should include an 18" cut and fill and placement of 4" aggregate base to a 5' perimeter around the proposed building foot print
Run water and sanitary sewer (from lift station) to building perimeter
Cut and compact parking space area and place 6" of aggregate base. Parking will have two Handicap Spaces and a 6' loading/unloading area
Demo existing latrine (coordinate with Park's Director) will need to be drained and then filled

Concrete

Concrete slab shall be 4" slab
Parking Spaces shall be 6" slab on 6" aggregate base over compacted subgrade)
Sidewalks (can be placed on compacted subgrade)

Plumbing

Rough plumbing in slab
All proposed fixtures shall be security/tamper proof fixtures.
Fixtures to be provided:
Toilets
Sinks
Electric Hand Dryers
Large Two Roll Toilet Paper Dispensers
Sanitary Napkin Trash Cans (Women's Restroom Only)
Baby Changing Stations
ADA Grab Bars (Bathroom)
Soap Dispensers
Mirrors
Shower heads and controls (push control that will give you approximately 1 to 2 minutes of water)
ADA Grab Bars (Shower)
ADA Shower Benches
Towel/Clothes Hooks (2 in each shower room)
Electric Tankless Water Heater
Connect water and sanitary sewer
Provide water outlets

Provide 1 pressure washer to be located in mechanical room with enough hose to reach all showers and restrooms
Pex piping is required

Electrical

Rough electrical in slab
All proposed fixtures shall be tamper proof fixtures.

Bathroom Fixtures:

- Automatic sensor switch
- 2 Tamper proof ceiling fixtures
- Provide wiring for Electric Hand Dryers

Shower Room Fixtures:

- Automatic sensor switch
- 2 Water proof ceiling fixtures

Mechanical Room Fixtures:

- Automatic sensor switch
- 2 Tamper proof ceiling fixtures

Exterior

Front of Building

- 2 motion sensor exterior lights

Back of Building

- 1 Motion sensor exterior light

Bring electric to building

Mechanical

Contractors to propose a system that will be sufficient for the proposed building size

Metal Framing

All framing will be metal stud, with insulation and all walls shall be water proof.
Contractor's are to propose a type of water proof wall. The type of water proof wall will need to be able to handle pressure washer cleanings for upkeep.



NOTICE TO PROCEED

Date: _____, 2024

To: Contractor Name

Project: Lake Sahoma Restroom Construction

You are hereby notified to commence **Work** in accordance with the **Contract** dated _____, 2024, with completion date set for _____ (000) **calendar days** from the date of this Notice to Proceed authorizing the Contractor to commence work on this project.

CITY OF SAPULPA

Owner

By: _____

Title: PROJECT MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this _____ day of _____, 20____.

By: _____

Title: _____

(Please complete and return *Acceptance of Notice* as soon as possible.)

Change Order

No. _____

Date of Issuance: _____

Effective Date: _____

Project: Lake Sahoma Restroom Construction	Owner: City of Sapulpa, OK	Owner's Contract No.: COS10105
Contract: for Construction Services		Date of Contract:
Contractor:		Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐Working ☐Calendar
days days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____ :

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer/Project Mgr.

By: _____
Owner

By: _____
Contractor

Date: _____

Date: _____

Date: _____

APPROVED: _____

Date: _____

Change Order

Instructions

I. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

II. COMPLETING THE CHANGE ORDER FORM

Engineer/Project Mgr. normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer/Project Mgr. has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer/Project Mgr. should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

PUBLIC IMPROVEMENT CONTRACT AGREEMENT

[Lake Sahoma Restroom Construction]

THIS AGREEMENT, made and entered into on the ____ day of _____, 2024, by and between _____, hereinafter called the Contractor, and the **City of Sapulpa, Oklahoma**, hereinafter called the Owner:

W I T N E S S E T H:

WHEREAS, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, 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 furnishing materials, labor and equipment for construction of the **Lake Sahoma Restroom Construction** public improvement project; and

WHEREAS, the Contractor, in response to said solicitation for bids, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, 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, and the said Contractor agrees to receive and accept the sum named in the proposal and designated below as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications, and the requirements of the Project Manager and/or engineer under them, to wit:

_____ **AND 00/100 DOLLARS (\$0.00)**

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. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as required and provided for by the drawings, specifications, conditions and documents attached hereto and made a part hereof, and entitled:

“Lake Sahoma Restroom Construction”

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement in lawful money of the United States, the amount of: **\$0.00**.

3. The Contractor shall complete all work in accordance with the terms of this Agreement with the substantial completion date set for _____ (0) calendar days from the Notice to Proceed and the final completion at _____ (00) calendar days following issuance of the Notice to Proceed authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.
4. That the Owner reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.
5. That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a Change Order.
7. That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the Owner.
8. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.
9. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
10. That on completion of the work, but prior to the acceptance thereof by the Owner, the City Manager, or his/her representative shall determine if the 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 of Sapulpa.

11. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
12. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment. In addition, in the event the Work is not completed on time and more than seven late days has expired, the parties agree to a stipulated breach of contract by the Contractor entitling the Owner to pursue any and all remedies against the Contractor for all resulting and consequential damages, costs and fees, including cover costs, attorney and expert witness fees.
13. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
14. The Owner and Contractor agree that any controversy or claim arising out of or relating to the Contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in Creek County District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

CONTRACTOR

WITNESSES:

By _____

Title

ATTEST:

OWNER

Clerk

By _____
Mayor

Approved as to form:

Sapulpa City Attorney