

AGENDA
JENKS AQUARIUM AUTHORITY
TUESDAY, DECEMBER 21, 2021, 5:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

If you require special accommodations pursuant to the Americans with Disabilities Act, please notify the City Clerk's Office at 918-299-5883 or email agendas@jenksok.org.

CALL TO ORDER

ROLL CALL

BUSINESS

Official action can only be taken on items which appear on the agenda. The Jenks Aquarium Authority may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on October 19, 2021 pg. 2
 - B. Approve encumbrances and expenditures pg. 4
 - C. Monthly reports pg. 27
2. Consideration and appropriate action related to items removed from the Consent Agenda
3. Award a contract to Chance Rides for the purchase of a carousel in the amount of \$594,800 and authorize the General Manager to execute the contract. [Alexopoulos] pg. 34
4. Resolution No. 80, a resolution amending the annual appropriations by \$595,000 in account number 90-923-5392 (JAA Operating Fund – Capital Items – Building & Improvements) for Fiscal Year ending June 30, 2022, to fund the purchase of a carousel [Sauceda] pg. 134

STAFF REPORT

pg. 135

ADJOURNMENT

MINUTES
JENKS AQUARIUM AUTHORITY
TUESDAY, OCTOBER 19, 2021, 5:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

The Agenda for the Jenks Aquarium Authority Meeting was posted on the City's website at 11:18 a.m. on October 15, 2021. The meeting was called to order at 5:05 p.m. on the above date with Chair Cory Box presiding. A roll call vote of members was taken as follows:

Donna Ogez	Present
Jeff Bonds	Absent
Keith Montgomery	Present
Kaye Lynn	Present
Craig Murray	Present
Harvie Roe	Present
Chair Cory Box	Present

Business

Official action can only be taken on items which appear on the agenda. The Jenks Aquarium Authority may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on September 21, 2021
 - B. Approve encumbrances and expenditures
 - C. Monthly reports

Staff asked that Item 1.A be pulled. Keith Montgomery made a motion to approve Item 1, removing Item 1.A. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Donna Ogez	Yes
Keith Montgomery	Yes
Kaye Lynn	Yes
Craig Murray	Yes
Harvie Roe	Yes
Chair Cory Box	Yes

Motion carried.

2. Consideration and appropriate action relating to items removed from the Consent Agenda. General Manager Christopher ShROUT asked that Item 5 on the minutes be altered to better illustrate the staff was authorized to continue exploring options relating to the plans to

purchase a carrousel. Keith Montgomery made a motion to approve the changes to Item 1.A. Craig Murray seconded the motion. A roll call vote of members was taken as follows:

Donna Ogez	Yes
Keith Montgomery	Yes
Kaye Lynn	Yes
Craig Murray	Yes
Harvie Roe	Yes
Chair Cory Box	Yes

Motion carried.

Staff Report COO Kenny Alexopoulos presented the staff report. He, along with General Manager Christopher Shrout and Finance Director Robert Saucedo, answered questions.

Adjournment Donna Ogez made a motion to adjourn. Craig Murray seconded the motion. A roll call vote of members was taken as follows:

Donna Ogez	Yes
Keith Montgomery	Yes
Kaye Lynn	Yes
Craig Murray	Yes
Harvie Roe	Yes
Chair Cory Box	Yes

Motion carried. The Jenks Aquarium Authority adjourned at 5:23 p.m.

Cory Box, **CHAIR**

AUTHORITY SECRETARY

Page 4 of 135

DEPARTMENT: 911		AQUARIUM OPERATIONS				
210050	3 -7161	UKG INC.	QTR SUBSCRIPTION FEES	12/2021	PRINV0236522 12-11	3,973.33
210577	3 -7241	C.2K ENTERTAINMENT, INC	VR REALITY MACHINE REV	12/2021	953 11-30	7,561.00
212290	3 -9898	SUNDANCE OFFICE SUPPLY INC	NAME TAGS & OFFICE SUPP	12/2021	461902 11-29	82.08
212323	3 -9898	SUNDANCE OFFICE SUPPLY INC	OFFICE SUPPLIES	12/2021	464961 12-08	302.82
					DEPARTMENT TOTAL:	11,919.23
DEPARTMENT: 912		EDUCATION - PROGRAMS				
212285	3 -9012	REASOR'S	PRODUCE EDUCATION ANIMALS	12/2021	6182 10-30	23.32
					DEPARTMENT TOTAL:	23.32
DEPARTMENT: 913		EXHIBITS/LSS				
212280	3 -7039	BENT ARROW VETERINARY HOSPIVET VISITS & MEDS-ANIMALS		12/2021	296124A 05-21	542.00
211854	3 -8000	OZONE WATER SYSTEMS INC	QTE SIEVE BEDS ONYX PLUS	12/2021	OWS-29090 11-15	1,310.74
212315	3 -9011	LOCKE SUPPLY CO	LSS SUPPLIES	12/2021	45102005-00 11-29	93.55
212317	3 -9012	REASOR'S	REPTILE & MAMMAL FOOD	12/2021	1523 12-04	130.32
211993	3 -9186	CHAMPION LIGHTING & SUPPLY	IWAKI BACKUP PUMPS NEW EX	12/2021	00317848 12-08	1,947.12
212318	3 -9186	CHAMPION LIGHTING & SUPPLY	CHEM LAB SUPPLIES	12/2021	00317756 12-06	446.33
212210	3 -9262	ANIMAL SUPPLY CO - SOUTH	3 MONTH FISH FOOD	12/2021	8059060 12-07	3,226.24
212319	3 -9300	MCMASTER-CARR SUPPLY CO	LSS SUPPLIES	12/2021	69055525 11-29	97.57
212223	3 -9689	SOUTHERN AGRICULTURE INC	FOOD FOR ANGLER FISH	12/2021	542975 11-28	10.62
212288	3 -9689	SOUTHERN AGRICULTURE INC	FROG FOOD MAMMAL BEDDING	12/2021	543448 12-02	50.30
212224	3 -9697	CORAL SWIMMING POOL SUPPLY	PUMP SEALS-LSS INVENTORY	12/2021	133181 11-18	159.25
212322	3 -9897	ACCURATE ENVIRONMENTAL LLC	LAB SUPPLIES	12/2021	SU34299 12-06	503.71
212289	3 -9898	SUNDANCE OFFICE SUPPLY INC	ZIPLOC BAGS, CUPS & LIDS	12/2021	463917 11-30	475.14
212324	3 -9929	APLYSIA RESOURCE FACILITY	EXHIBIT ANIMAL FOOD	12/2021	206441 11-30	75.00
212325	3 -9991	WATER STORE INC	LSS SUPPLIES	12/2021	497580 11-29	36.97
					DEPARTMENT TOTAL:	9,104.86
DEPARTMENT: 915		DEVELOPMENT SERVICES				
212295	3 -8945	LAURA LONG	NOVEMBER MARKETING HRS	12/2021	AQ-003 12-07	334.38
212287	3 -9065	JENKS CHAMBER OF COMMERCE	DISCOVER JENKS 1/2 PG AD	12/2021	1967 11-30	1,075.00
					DEPARTMENT TOTAL:	1,409.38

FUND: 90 - AQUARIUM AUTHORITY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUM	2021-12-21	Jenks Aquarium Authority Agenda	VOICE
-------	----------	------	-----	------------	---------------------------------	-------

Page 5 of 135

DEPARTMENT: 916		EVENTS					
212310	3 -7116	KIMLA HATHAWAY	CHRISTMAS DECORATING	12/2021	113021 11-30		1,302.71
212282	3 -7141	LAURA HOOVER (BEARDED BAGGED	DIVE MASTER, PIRATE SHIRT	12/2021	2259 11-17		50.00
212284	3 -9009	THE HOME DEPOT	CHRISTMAS DECOR MAILBOX	12/2021	2074563 11-16		111.87
						DEPARTMENT TOTAL:	1,464.58
DEPARTMENT: 918		VISITOR SERVICES					
210057	3 -8671	BLACKBAUD	ALTRU PRO DATABASE SYSTEM	12/2021	INV-043389 12-02		37.10
						DEPARTMENT TOTAL:	37.10
DEPARTMENT: 919		FACILITY OPERATIONS					
212311	3 -7246	VOSS LIGHTING DESIGN	SERVICEXTERIOR LIGHTS SVC YARD	12/2021	30201520-00 11-17		341.00
212213	3 -8836	JEFFEREY SCOTT HEAD	FACILITY REPAIR	12/2021	1826 11-18		320.00
212215	3 -8862	CINTAS CORPORATION	MED BOX & GERMX WIPES	12/2021	5084957723 11-22		650.05
212217	3 -9011	LOCKE SUPPLY CO	SUPPLIES FOR AQUARIUM	12/2021	45102005-00 11-29		228.43
212316	3 -9011	LOCKE SUPPLY CO	FACILITY SUPPLIES	12/2021	45101949-00 11-29		134.88
212286	3 -9022	STAND-BY-PERSONNEL (INC)	XTRA HOUSEKEEPING HELP	12/2021	238368 11-28		252.00
212320	3 -9345	PLASTIC ENGINEERING CO OF T	FACILITY SUPPLIES	12/2021	60033 11-23		96.51
211712	3 -9664	RED BUD AIR FILTER SALES	A/C AIR FILTERS	12/2021	30273126 12-10		1,306.32
212321	3 -9681	SAM'S CLUB DIRECT	GRAPHIC MONITOR	12/2021	009394 11-22		399.00
210138	3 -9967	HEALTHY LAWN & TREES LLC	LAWN SERVICES	12/2021	13720 12-01		1,600.00
						DEPARTMENT TOTAL:	5,328.19
DEPARTMENT: 920		VOLUNTEER SERVICES					
212282	3 -7141	LAURA HOOVER (BEARDED BAGGED	DIVE MASTER, PIRATE SHIRT	12/2021	2258 11-17		65.00
						DEPARTMENT TOTAL:	65.00
						FUND TOTAL:	29,351.66

P.O.#	VENDOR #	NAME	SUM	2021.12.21	Jenkins Aquarium Authority Agenda	VOICE
-------	----------	------	-----	------------	-----------------------------------	-------

Page 6 of 135

DEPARTMENT: 801	INS & CASH REIMB					
212258 3 -8843	DANIELLE M BECK-BILYOU	DEDUCTIBLE REIMBURSEMENT	12/2021	DED REIMB 11-30		1,000.00
				DEPARTMENT TOTAL:		1,000.00
				FUND TOTAL:		1,000.00
				GRAND TOTAL:		30,351.66

G / L RECAP

2021.12.21 Jenks Aquarium Authority Agenda

Page 7 of 135

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5244	OFFICE SUPPLIES	384.90	
12/2021	90	5-911-5250	CONTRACTUAL SERVICES	11,534.33	
12/2021	90	5-912-5242	MATERIALS AND SUPPLIES	23.32	
12/2021	90	5-913-5242-001	MATERIALS & SUPPLIES	525.44	
12/2021	90	5-913-5242-002	WATER QUALITY	1,492.04	
12/2021	90	5-913-5242-005	ANIMAL FEED	3,442.18	
12/2021	90	5-913-5248	REPAIR AND MAINTENANCE	3,645.20	
12/2021	90	5-915-5252	PROFESSIONAL SERVICES	1,409.38	
12/2021	90	5-916-5242	MATERIALS & SUPPLIES	161.87	
12/2021	90	5-916-5250	CONTRACTUAL SERVICES	1,302.71	
12/2021	90	5-918-5252	PROFESSIONAL SERVICES	37.10	
12/2021	90	5-919-5242	MATERIALS & SUPPLIES	1,412.36	
12/2021	90	5-919-5248	REPAIR & MAINTENANCE	3,915.83	
12/2021	90	5-920-5232	CLOTHING AND UNIFORMS	65.00	29,351.66
12/2021	91	5-801-5250	CONTRACTUAL SERVICES	1,000.00	1,000.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					30,351.66
REPORT TOTAL:					30,351.66

P.O.#	VENDOR #	NAME	SUM	2021.12.21	Jenkins Aquarium Authority Agenda	VOICE
-------	----------	------	-----	------------	-----------------------------------	-------

Page 8 of 135

DEPARTMENT: 915		DEVELOPMENT SERVICES					
204908	3 -7276	CATALYST CONSULTING GROUP	ISOFTWARE IMPLEMENTATION	12/2021	001JENKSAQUA1010-1		24,700.00
						DEPARTMENT TOTAL:	24,700.00
DEPARTMENT: 919		FACILITY OPERATIONS					
200299	3 -9664	RED BUD AIR FILTER SALES	MAINTENANCE SUPPLIES	12/2021	30268905 11-18		442.00
						DEPARTMENT TOTAL:	442.00
						FUND TOTAL:	25,142.00
						GRAND TOTAL:	25,142.00

PAID UNAPPROVED

G / L R E C A P					Page 9 of 135	
2021.12.21 Jenks Aquarium Authority Agenda						
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
12/2021	90	5-915-5252	PROFESSIONAL SERVICES	24,700.00		
12/2021	90	5-919-5248	REPAIR & MAINTENANCE	442.00	25,142.00	
				GRAND TOTAL ESTIMATE:	0.00	
				GRAND TOTAL ACTUAL:	25,142.00	
				REPORT TOTAL:	25,142.00	

PAID UNAPPROVED

PAID UNAPPROVED

G / L R E C A P				Page 11 of 135	
2021.12.21 Jenks Aquarium Authority Agenda					
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5250	CONTRACTUAL SERVICES	46.00	
12/2021	90	5-919-5238	VEHICLE FUEL	184.77	230.77
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	230.77
				REPORT TOTAL:	230.77

PAID UNAPPROVED

FUND: 90 - AQUARIUM AUTHORITY

SUMMARY REPORT

P.O.# VENDOR # NAME SUM 2021 12-21 Jenks Aquarium Authority Agenda VOICE Page 12 of 135

DEPARTMENT: 911		AQUARIUM OPERATIONS					
212203	3 -7291	GREAT AIR, INC	BOUNCE HOUSE 1/3RD DEPOSI	12/2021	93065 12-02 1/3DEP		2,797.00
						DEPARTMENT TOTAL:	2,797.00
DEPARTMENT: 919		FACILITY OPERATIONS					
210023	3 -9028	AMERICAN WASTE CONTROL INC	0006050964/605090 DEC 21	12/2021	0006050964 DEC 21		506.69
210020	3 -9031	JENKS PUBLIC WORKS AUTHOR	DECEMBER WATER 2021-2022	12/2021	03-2905-00 DEC 21		3,271.41
210029	3 -9036	PUBLIC SERVICE COMPANY	ELECTRIC 2021-2022	12/2021	95194285300 DEC 21		39,312.97
						DEPARTMENT TOTAL:	43,091.07
DEPARTMENT: 923		JAA CAPITAL ITEMS					
210753	3 -9471	MAGNUM CONSTRUCTION	KITCHEN/ARCADE RENOVATIO	12/2021	MCI-2143 12-01-21		18,500.00
						DEPARTMENT TOTAL:	18,500.00
						FUND TOTAL:	64,388.07
						GRAND TOTAL:	64,388.07

PAID UNAPPROVED

G / L R E C A P

2021.12.21 Jenks Aquarium Authority Agenda

Page 13 of 135

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5268	CONTINGENCY	2,797.00	
12/2021	90	5-919-5250	CONTRACTUAL SERVICES	506.69	
12/2021	90	5-919-5260	UTILITIES	42,584.38	
12/2021	90	5-923-5392	BUILDING & IMPROVEMENTS	18,500.00	64,388.07
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					64,388.07
REPORT TOTAL:					64,388.07

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	2021-2022 Jacksonville Aquarium Authority Agenda VOICE					Page 14 of 135	
DEPARTMENT: 911		AQUARIUM OPERATIONS							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	44.12			
						DEPARTMENT TOTAL:		44.12	
DEPARTMENT: 912		EDUCATION - PROGRAMS							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	291.19			
						DEPARTMENT TOTAL:		291.19	
DEPARTMENT: 913		EXHIBITS/LSS							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	2,366.55			
						DEPARTMENT TOTAL:		2,366.55	
DEPARTMENT: 915		DEVELOPMENT SERVICES							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	70.59			
						DEPARTMENT TOTAL:		70.59	
DEPARTMENT: 916		EVENTS							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	247.07			
						DEPARTMENT TOTAL:		247.07	
DEPARTMENT: 918		VISITOR SERVICES							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	494.13			
						DEPARTMENT TOTAL:		494.13	
DEPARTMENT: 919		FACILITY OPERATIONS							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031	12-01	582.37			
						DEPARTMENT TOTAL:		582.37	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY	DATE	DESCRIPTION	AMOUNT	Page 15 of 135
DEPARTMENT: 920 VOLUNTEER SERVICES							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031 12-01		17.65	
DEPARTMENT TOTAL:						17.65	
DEPARTMENT: 940 SPECIAL EXHIBITORY FORCE							
210169	3 -9787	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PERMIUM	12/2021	1023327031 12-01		405.89	
DEPARTMENT TOTAL:						405.89	
FUND TOTAL:						4,519.56	
GRAND TOTAL:						4,519.56	

PAID UNAPPROVED

G / L R E C A P

2021.12.21 Jenks Aquarium Authority Agenda

Page 16 of 135

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5121	WORKERS' COMPENSATION	44.12	
12/2021	90	5-912-5121	WORKERS' COMPENSATION	291.19	
12/2021	90	5-913-5121	WORKERS' COMPENSATION	2,366.55	
12/2021	90	5-915-5121	WORKERS' COMPENSATION	70.59	
12/2021	90	5-916-5121	WORKERS' COMPENSATION	247.07	
12/2021	90	5-918-5121	WORKERS' COMPENSATION	494.13	
12/2021	90	5-919-5121	WORKER'S COMPENSATION	582.37	
12/2021	90	5-920-5121	WORKERS COMP	17.65	
12/2021	90	5-940-5121	WORKER'S COMPENSATION	405.89	4,519.56
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					4,519.56
REPORT TOTAL:					4,519.56

PAID UNAPPROVED

PAID UNAPPROVED

G / L R E C A P

2021.12.21 Jenks Aquarium Authority Agenda

Page 18 of 135

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5258	COMMUNICATIONS	57.87	
12/2021	90	5-913-5242-002	WATER QUALITY	772.69	
12/2021	90	5-913-5242-006	EXHIBIT IMPROVEMENTS	593.60	
12/2021	90	5-913-5248	REPAIR AND MAINTENANCE	1,504.62	
12/2021	90	5-913-5250	CONTRACTUAL SERVICES	1,200.00	
12/2021	90	5-918-5258	COMMUNICATIONS	200.20	
12/2021	90	5-919-5242	MATERIALS & SUPPLIES	363.61	
12/2021	90	5-919-5248	REPAIR & MAINTENANCE	504.57	
12/2021	90	5-919-5258	COMMUNICATIONS	134.22	
12/2021	90	5-923-5392	BUILDING & IMPROVEMENTS	956.02	6,287.40
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		6,287.40
			REPORT TOTAL:		6,287.40

PAID UNAPPROVED

Page 19 of 135

PAID UNAPPROVED

G / L R E C A P

2021.12.21 Jenks Aquarium Authority Agenda

Page 20 of 135

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-911-5234	TRAVEL	1.85	
12/2021	90	5-915-5252	PROFESSIONAL SERVICES	750.00	
12/2021	90	5-918-5250	CONTRACTUAL SERVICES	297.65	
12/2021	90	5-919-5258	COMMUNICATIONS	2,717.20	3,766.70
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	3,766.70
				REPORT TOTAL:	3,766.70

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY	DATE	DESCRIPTION	AMOUNT	Page 21 of 135
DEPARTMENT: 913 EXHIBITS/LSS							
212312	3 -9005	LOWE'S BUSINESS ACCOUNT	CONSTRUCTION SUPPLIES	12/2021	21734 10-20	221.50	
212314	3 -9009	THE HOME DEPOT	CONSTRUCTION SUPPLIES	12/2021	9013247 10-20	887.91	
DEPARTMENT TOTAL:						1,109.41	
DEPARTMENT: 919 FACILITY OPERATIONS							
212313	3 -9009	THE HOME DEPOT	FACILITY REPAIR	12/2021	8010703 11-30	70.83	
DEPARTMENT TOTAL:						70.83	
FUND TOTAL:						1,180.24	
GRAND TOTAL:						1,180.24	

PAID UNAPPROVED

G / L R E C A P				Page 22 of 135	
2021.12.21 Jenks Aquarium Authority Agenda					
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2021	90	5-913-5242-006	EXHIBIT IMPROVEMENTS	1,109.41	
12/2021	90	5-919-5242	MATERIALS & SUPPLIES	70.83	1,180.24
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,180.24
REPORT TOTAL:					1,180.24

PAID UNAPPROVED

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval December 1, 2021 through December 15, 2021
Paid Unapproved

PAYROLL FOR EMPLOYEES \$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$6,000.00
Bancfirst	State Tax Deposit	\$2,500.00
Bancfirst	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

Does not include Bonus amount approved by City Council for the 12/03/2021 payroll

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval December 16, 2021 through December 31, 2021

PAYROLL FOR EMPLOYEES \$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$6,000.00
Bancfirst	State Tax Deposit	\$2,500.00
Bancfirst	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval November 1, 2021 through November 15, 2021
Paid Unapproved

PAYROLL FOR EMPLOYEES \$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$6,000.00
Bancfirst	State Tax Deposit	\$2,500.00
Bancfirst	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval November 16, 2021 through November 30, 2021

PAYROLL FOR EMPLOYEES

\$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$6,000.00
Bancfirst	State Tax Deposit	\$2,500.00
Bancfirst	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

Jenks Aquarium Authority
Fund 90
Financial Position
As of 11/30/2021

	Actual FY 21-22 Jul 1 - Nov 30	Budget Year 2 FY 20-21	Actual FY 20-21 Jul 1 - Nov 30
Gross Revenues:			
Ticket Sales	\$ 1,790,335.78	\$ 3,485,000.00	\$ 1,050,052.48
E-Tickets	194,586.10	377,000.00	199,964.85
Memberships	264,674.85	585,000.00	185,063.11
Education Programs	32,869.60	225,000.00	20,826.35
Education - Fish Friends	22,952.00	50,000.00	12,195.00
4th of July Event - Boomfest	17,251.60	10,000.00	3,826.20
Event Sales	58,902.83	253,100.00	11,512.09
Birthday Parties	26,044.98	45,000.00	13,383.72
Grants & Donations	21,415.00	60,000.00	11,452.14
Fish Food	125,286.20	200,000.00	90,852.03
Wishing Well	3,821.54	13,000.00	2,780.54
Exhibit Donations	33,925.16	100,000.00	38,224.75
Aquarium Run Event	-	75,000.00	-
Special Events	6,586.90	20,000.00	6,862.26
Hallowmarine Event	69,986.60	70,000.00	51,987.18
Gift Shop	151,486.89	175,000.00	38,435.46
Stroller Rentals	2,631.92	10,800.00	3,601.64
Café Deli	55,040.96	75,000.00	29,641.56
Café Deli Donations	-	-	1.00
Event Catering	1,987.85	70,000.00	532.39
Vending/ATM Commission	3,637.39	9,000.00	2,645.50
Arcade Machine Commission	4,119.03	15,000.00	3,372.91
Hurricane Simulator	11,798.04	24,000.00	8,674.00
V.R. Simulator	116,975.69	230,000.00	75,071.26
Mechanical Bullshark	20,479.00	40,000.00	22,353.51
Pressed Penny Machine	2,239.07	-	-
Photo Booth	5,305.00	-	-
Holiday Inn Rent	32,192.23	45,000.00	-
Miscellaneous Revenue	3,706.93	115,800.00	2,105.47
Interest	91.83	1,000.00	101.87
Interest on Investment	9,414.25	40,000.00	32,782.33
Total Gross Revenues:	\$ 3,089,745.22	\$ 6,418,700.00	\$ 1,918,301.60

Operating Expenditures:			
Aquarium Operations	\$ 297,845.15	\$ 506,000.00	\$ 191,697.66
Education	117,205.32	308,500.00	70,633.88
Exhibits/LSS	800,968.04	1,841,900.00	627,793.00
Development Services	38,038.71	454,200.00	145,980.98
Events	110,575.44	411,400.00	77,366.26
Visitors Services	277,441.18	534,600.00	223,936.98
Facility Operations	1,059,408.60	1,539,500.00	985,019.51
Volunteer Services	6,882.34	17,600.00	3,461.15
Special Exhibit Personnel	64,501.92	214,200.00	71,330.51
Total Operating Expenditures:	\$ 2,772,866.70	\$ 5,827,900.00	\$ 2,397,219.93
Operating Gain/(Loss)	\$ 316,878.52	\$ 590,800.00	\$ (478,918.33)
Capital Expenditures:			
Capital Items	305,046.88	622,600.00	70,076.32
Total Capital Expenditures:	\$ 305,046.88	\$ 622,600.00	\$ 70,076.32
Debt Service:			
Professional Services	\$ 2,863.40	\$ 5,000.00	\$ (614.45)
Interest	204,262.60	450,000.00	201,921.90
Principal	297,916.65	850,000.00	312,500.00
Total Debt Service:	\$ 505,042.65	\$ 1,305,000.00	\$ 513,807.45
Total Non-Operating Expenditures	\$ 810,089.53	\$ 1,927,600.00	\$ 583,883.77
Total Expenditures:	\$ 3,582,956.23	\$ 7,755,500.00	\$ 2,981,103.70
Excess (deficiency) of Revenues over Expenditures:	\$ (493,211.01)	\$ (1,336,800.00)	\$ (1,062,802.10)
Transfers In/(Out)			
Transfers From Other Funds	-	500,000.00	-
Transfers To Other Funds	-	(30,000.00)	-
Total Transfers:	\$ -	\$ 470,000.00	\$ -
Net Change in Fund Balance:	\$ (493,211.01)	\$ (866,800.00)	\$ (1,062,802.10)

BRAND	ADDRESS	NO. TRANS	FUEL UNITS	FUEL \$	OTHER \$	EXEMPT TAX	NET \$
QUIKTRIP	151 Fred Swan Ln, Claremore, OK 74017-4429	1	22.969	67.51	0.00	-8.56	58.95
	91 W 141st St, Glenpool, OK 74033	7	88.393	303.00	0.00	-32.95	270.05
	712 S Elm St, Jenks, OK 74037	267	3374.730	10362.55	0.00	-1290.37	9072.18
	12100 S Waco Ave, Sapulpa, OK 74066	3	78.871	262.69	0.00	-29.42	233.27
	701 W Hale Ave, Decatur, TX 76234-2176	1	24.907	82.17	0.00	-4.56	77.61
	PERIOD TOTALS	279	3589.870	11077.92	0.00	-1365.86	9712.06



Financial Summary

ACCOUNT NUMBER	FLEET NAME
2960-00-656689-7	CITY OF JENKS 29

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
215	Unleaded Regular	67.93	3.006	0.00	204.01	0.00	-25.33	178.68	
	PERIOD			0.00	204.01	0.00	-25.33	178.68	178.68
	YTD			0.00	2501.85	0.00	-349.65	2152.20	2152.20
252	Unleaded Regular	14.20	3.099	0.00	44.00	0.00	-5.30	38.70	
	PERIOD			0.00	44.00	0.00	-5.30	38.70	38.70
	YTD			0.00	462.04	0.00	-64.16	397.88	397.88
311	Unleaded Regular	1758.26	3.015	0.00	5300.78	0.00	-655.89	4644.89	
	PERIOD			0.00	5300.78	0.00	-655.89	4644.89	4644.89
	YTD			0.00	52924.19	0.00	-7462.37	45461.82	45461.82
331	Unleaded Regular	7.01	3.059	0.00	21.45	0.00	-2.61	18.84	
	PERIOD			0.00	21.45	0.00	-2.61	18.84	18.84
	YTD			0.00	40.20	0.00	-5.26	34.94	34.94
411	Regular Diesel #2	498.35	3.299	0.00	1643.97	0.00	-215.77	1428.20	
	Unleaded Regular	237.52	3.034	0.00	721.85	0.00	-83.84	638.01	
	PERIOD			0.00	2365.82	0.00	-299.61	2066.21	2066.21
	YTD			0.00	21099.28	0.00	-3094.26	18005.02	18005.02
511	Unleaded Regular	26.84	3.004	0.00	80.65	0.00	-10.02	70.63	
	PERIOD			0.00	80.65	0.00	-10.02	70.63	70.63
	YTD			0.00	3326.97	0.00	-435.20	2891.77	2891.77
512	Unleaded Regular	91.35	3.025	0.00	276.65	0.00	-34.07	242.58	
	PERIOD			0.00	276.65	0.00	-34.07	242.58	242.58
	YTD			0.00	2714.80	0.00	-375.38	2339.42	2339.42
521	Unleaded Plus	26.38	3.224	0.00	85.25	0.00	-9.83	75.42	
	Unleaded Regular	32.27	3.099	0.00	100.01	0.00	-12.04	87.97	
	PERIOD			0.00	185.26	0.00	-21.87	163.39	163.39
	YTD			0.00	2910.55	0.00	-426.46	2484.09	2484.09
522	Unleaded Regular	46.43	3.002	0.00	139.39	0.00	-17.31	122.08	
	PERIOD			0.00	139.39	0.00	-17.31	122.08	122.08
	YTD			0.00	1513.93	0.00	-210.38	1303.55	1303.55
523									
	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	209.51	0.00	-30.86	178.65	178.65
531	Unleaded Plus	109.91	3.177	0.00	350.00	0.00	-40.97	309.03	
	Unleaded Regular	299.22	3.274	0.00	966.76	0.00	-111.59	855.17	
	Unleaded Super	76.22	3.366	0.00	256.70	0.00	-28.44	228.26	
	PERIOD			0.00	1573.46	0.00	-181.00	1392.46	1392.46
	YTD			0.00	15735.39	0.00	-2082.13	13653.26	13653.26



REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
OCT-24-2021 TO NOV-23-2021

PAGE 3
END OF REPORT

Financial Summary

ACCOUNT NUMBER	FLEET NAME
2960-00-656689-7	CITY OF JENKS 29

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
	ACCOUNTS RECEIVABLE SUMMARY - Invoice 75977779 PREVIOUS BALANCE 10205.36 PAYMENTS -10205.36 PURCHASES 9712.06 DEBITS 0.00 CREDITS 0.00 QuikTrip Rebate -71.80 ANCILLARIES 0.00 AMOUNT DUE 9640.26								

Transaction Date	Transaction Time	Card Number	Custom Vehicle/Asset ID	Units	Product	Merchant Name	Merchant Address	Merchant City	Merchant State / Province	Merchant Postal Code	Current Odometer	Adjusted Odometer	Driver Last Name	Driver Department	Department
10/31/2021	13:33:33	****00031	919 908 08 XTERRA	12.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113725		YBARRA	913	919
10/31/2021	13:52:46	****01121	MISC AQ	5.1	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		1	YBARRA	913	911
11/21/2021	09:20:55	****00031	919 908 08 XTERRA	10.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113887		YBARRA	913	919
11/21/2021	09:34:08	****01401	919 17 RAM VAN	10.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	32202		YBARRA	913	919
11/21/2021	09:57:26	****01581	919 15 FORD F550	22.6	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	132687		YBARRA	913	919
11/21/2021	10:01:53	****01121	MISC AQ	7.97	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		1	YBARRA	913	911

**CITY OF JENKS**

211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
PHONE (918) 299-5883 • FAX (918) 299-4489

MEMORANDUM

To: **Chris Shrout, General Manager
JAA Trustees**

From: **Kenny Alexopoulos, Chief Operating Officer of the Oklahoma Aquarium**

Date: **December 21, 2021**

Subject: **Oklahoma Aquarium Carousel Project – Award of Contract**

In our pursuit to enhance the guest experience and increase revenue, the Aquarium has implemented multiple entertainment-based experiences over the past three years. These experiences include a virtual reality ride, hurricane simulator, mechanical shark ride and several coin operated kiddie rides. All these experiences have successfully and substantially increased the aquarium's total revenues.

Currently the Great Hall space at the entrance of the facility is utilized by our mechanical shark ride. Though this ride has made over \$50,000.00 in the last year at \$5.00 per person, it is very selective as to who is eligible to ride. Some of the restrictions include minimal height, age, physical impairments, and the willingness to be the center of attention in a public venue. Along with these limitations, the mechanical shark can only accommodate one guest at a time.

In the interest of maximizing revenue and creating an inclusive experience, it is my recommendation that the Aquarium's mechanical shark ride be replaced with a 28' diameter, aquatic themed carousel. This addition will accommodate up to 18 riders and allow guests of all ages, sizes, and physical challenges to participate in the experience. Due to its increased rider capacity and broader demographic, it is estimated that an additional revenue of \$200,000.00 per year will be generated. In addition, the carousel would allow the Oklahoma Aquarium Foundation to market sponsorships for each animal.

Along with the forementioned benefits, the aquatic theming, conservation message and overall appearance of the carousel will greatly improve the visitor's sense of arrival to the aquarium.

In conformance with the Oklahoma bidding requirements, the carousel's construction, delivery, and installation was advertised on October 19, 2021 and October 26, 2021. The project was advertised as not to exceed \$600,000.00. Awarding of the bid was based on the overall design, any distinguishable, quantitative factors, production and delivery time and associated cost.

At 2:00 pm. On Friday, November 12, 2021, bids were received and read aloud for the Oklahoma Aquarium Carousel Project. One bid was received. The bid form and required accompanying documents were complete. See bid tabulation below:

OKLAHOMA AQUARIUM CAROUSEL PROJECT

BID TABULATION

NOVEMBER 12, 2021
2:00 P.M.

BIDDER	CHANCE RIDES				
BASE BID	\$594,800.00				
CALENDAR DAYS TO COMPLETE BASE BID	252				
ACKNOWLEDGE RECEIPT OF ADDENDUM ONE	X				
BID AFFIDAVITS	X				
BIDDERS QUALIFICATIONS	X				
CERTIFICATE OF NON-DISCRIMINATION	X				
CERTIFICATE OF EMPLOYMENT STATUS COMPLIANCE	X				

GSHELMS AND ASSOCIATES, LLC

The bid received was submitted by Chance Rides Manufacturing, Inc. in the amount of \$594,800.00. This bid document has been reviewed and follows the advertised bid and therefore, I recommend that the project be awarded to Chance Rides Manufacturing, Inc., for the contract amount of \$594,800.00. Funding is requested to be appropriated from the JAA Operating Fund Balance to be budgeted to account number 90-923-5392.

The proposed carousel submitted by Chance Rides Manufacturing, Inc., specifies a completion time of 252 days from receipt of notice to proceed and a 50% deposit. The proposed carousel measures 28 feet in diameter with 18 aquatic wildlife figures, one wheelchair accessible chariot, lighted ceiling, decorative crown lights, 2-year warranty, delivery, and installation. The carousel will hold a maximum of 24 people per ride.

The carousel's placement will be in the center of four major columns, close to the middle of the Aquarium's Great Hall. The concrete foundation where the ride will be placed, must be modified to accommodate its weight as well as to conceal its power supply. Other infrastructure additions include power supply and any electrical modifications and the installation of a short safety railing around the ride as well as a ramp to accommodate guests with wheelchairs. These infrastructure additions are estimated to cost approximately \$72,000.00 and have an estimated completion time of 75 days. The contract for these services and the appropriation will be submitted for the JAA's approval at a future date. It is expected that the project in its totality will be completed by November

1, 2022. Along with infrastructure upgrades, efforts will be made to improve the aesthetics of the surrounding area. Cost associated with these improvements will be included in the FY2022-2023 aquarium budget.

Attachments:

- Advertised bid document
- Addendum to Advertised Bid Document
- Bid document submitted by Chance Rides Manufacturing, Inc

JENKS AQUARIUM AUTHORITY



CAROUSEL PROJECT

300 AQUARIUM DRIVE
JENKS, OK 74037

CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS

OCTOBER 19, 2021



GSHELMS & ASSOCIATES,LLC
ARCHITECTURE
424 E. MAIN ST.
JENKS, OK 74037

TABLE OF CONTENTS
BIDDING & CONTRACT DOCUMENTS

SECTION	TITLE	PAGE NO.
00100	Solicitation and Notice for Bids	2
00110	Requirements for Bidders	3
00120	Instructions to Bidders	4
00200	Bid Form	7
00210	Bid Bond	10
00220	Bid Affidavits	11
00230	Statement of Bidder's Qualifications	12
00240	Certificate of Non-Discrimination	14
00250	Certificate of Employment Status Compliance	15
00300	Agreement	16
00410	Performance Bond	27
00420	Maintenance Bond	29
00430	Statutory Payment Bond	30
00510	Notice of Award	31
00520	Notice to Proceed	32
00600	Change Order	33
00700	General Conditions of the Construction Contract	34
00800	Project Specifications	46



SECTION 00100**SOLICITATION AND NOTICE FOR BIDS**

Sealed Bids in duplicate for **OKLAHOMA AQUARIUM – CAROUSEL PROJECT** will be received and opened by the CITY OF JENKS, hereinafter referred to as "Owner," in the Council Room, Jenks City Hall, 211 North Elm Street, in the City of Jenks, Oklahoma, at **2:00 p.m. on Tuesday, November 9, 2021**. (Bids may also be mailed to P.O. Box 2007, Jenks, Oklahoma 74037, but must be received by bid opening time.)

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened. No bidder can withdraw his Bid after the opening date.

Electronic copies of complete sets of Plans & Specifications may be obtained from the Architect, GSHELMS & Associates, LLC. Bidders shall be responsible for all printing costs. Contact the Architect at (918)298-7257 to obtain an electronic copy of the Plans & Specifications.

Attention is called to the fact that a designated completion date for this project will be established based upon the Calendar Days To Complete provided by the Bidder on the Bid Form. There will be a \$500.00 per day Liquidated Damages Clause in the contract for the project. The scheduled completion date is the date on which the Contractor receives a Certificate of Substantial Completion.

The drawings and specifications may be reviewed at the following locations:

Southwest Construction News
Dodge Data & Analytics
Construct Connect

The bidding process shall be in compliance with the Public Competitive Bidding Act of 1974. Bids shall be accompanied by a bid security in the amount of 5 percent (5%) of the bid if the bid equals or exceeds \$50,000.00. By this notice, all provisions of the act apply to this project and are incorporated into notice by reference.

The bid security is a guaranty that the successful bidder will enter into a contract with the Owner for the completion of the **OKLAHOMA AQUARIUM – CAROUSEL PROJECT**. The bid security will be paid to Owner as reasonable liquidated damages if the successful bidder fails, neglects or refuses to enter into the contract.

The successful bidder shall furnish the following: (1) a good and sufficient surety bond or irrevocable letter of credit in the amount of the Contract sum complying with the provisions of Section 1 of Title 61, of the Oklahoma Statutes (Payment Bond) and (2) a surety bond or irrevocable letter of credit issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation in the amount of the Contract Sum, to ensure the proper and prompt completion of the Work in accordance with the provisions of the Contract and bidding documents (Performance Bond); and (3) a surety bond or an irrevocable letter of credit in the amount of Contract Sum to protect the Owner against defective workmanship and materials for a period of one (1) year after acceptance of the Project (Warranty Bond); and (4) public liability and workers compensation insurance during the construction in reasonable amounts as determined by Owner. Irrevocable letters of credit for any of the foregoing must be issued by a financial institution having an office in the State of Oklahoma and insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The foregoing bonds and insurance must be provided within ten (10) business days after the Contract has been awarded by Owner, unless the time for furnishing the above bonds is extended by Owner in writing. In any event, no work order will be issued and the Contractor shall not be permitted to commence work on the Project until the foregoing has been furnished to Owner.

Owner reserves the right to reject any or all bids or portions of bids and to waive informalities or minor irregularities in any bid.

JENKS AQUARIUM AUTHORITY
JENKS, OKLAHOMA

SECTION 00110**REQUIREMENTS FOR BIDDERS**

In accordance with State Law, the following documents must be included in each Bid Proposal packet submitted for consideration. Failure to submit all of the items called for may render the bid proposals incomplete, thus eliminating the bidder from further consideration. They are:

1. Bid - Section 00200
2. Proposal Guaranty in the amount of five percent (5%) of the total bid - Section 00210
3. Bid Affidavits - Section 00220
4. Statement of Bidder's Qualifications - Section 00230
5. Certificate of Non-Discrimination - Section 00240
6. Certificate of Employment Status Compliance – Section 00250

SECTION 00120

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION

1. The Proposal / Bid is to provide an option / concept for a "Turn-Key" interior, aquarium themed Carousel (28' in diameter) with amenities expected to not exceed \$600,000. Carousel shall meet the specifications of Section 130114 – Operation and Maintenance of Amusement Park Structures and Equipment. Owner shall provide foundation and electrical power to Carousel location. Contractor shall fabricate, ship and install Carousel, including making final electrical connections between Carousel equipment and Owner-provided electrical termination point. The Proposal / Bid shall include manufacturer's brochure, detailed list of Carousel features, photographs of marine figures and scaled drawings of plans and elevations along with factory warranties and product liability information on all components.

GENERAL

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF THE BIDDING DOCUMENTS

- 2.1 Complete sets of the bidding documents for the noted sum may be obtained from the architect, GSHELMS & Associates, LLC by calling 918.298.7257.
- 2.2 Complete sets of Bidding documents shall be used in preparing Bids. Incomplete sets of Bidding Documents will not be issued.
- 2.3 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall complete "Statement of Bidder's Qualifications", Section 00230 of these specifications, and submit with their bid proposal.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting bid, each Bidder must: (a) Examine the Contract Documents thoroughly; (b) Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work; (c) Familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) Study and carefully correlate Bidder's observations with the Contract documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. No conditional bids are to be accepted.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Architect in writing. Written questions may be faxed to (918) 299-7257. Replies will be issued by Addenda mailed to, faxed, or delivered to all parties recorded by the Architect as having received the Bidding Documents. Questions received less than two days prior to the date of opening of Bids will not be clarified and will be without legal effect.

6. BID SECURITY

- 6.1 Bid Security shall be made payable to Owner, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (**the form in Section 00210 of these documents MUST be used**) issued by a Surety meeting the requirements of the General Conditions.

- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder, whom Owner believes to have a reasonable chance of receiving the award, may be retained by Owner until the seventh day after the "effective date of the Agreement" between the Owner and the Contractor. Bid Security of other Bidders will be returned within fourteen (14) days after the Bid Opening.

7. CONSTRUCTION TIME

The contract time for this project shall be established based upon the Calendar Days submitted on the Bid Form. Time extensions may be granted by the owner for delays considered beyond the contractor's control.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items.

10. SUBCONTRACTORS

- 10.1 If the Project Specifications require the identity of certain Subcontractors, supplies and manufacturers to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven (7) calendar days after the day of the Bid opening submit to Owner a list of all Subcontractors, suppliers and manufacturers proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, supplier, and manufacturer, if requested by Owner. If Owner has reasonable objection to any proposed Subcontractor, supplier or manufacturer, they may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. His declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, supplier or manufacturer to whom Owner or Project Manager does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner.
- 10.2 In contracts where the Contract Price is based on a lump sum price, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that Bidder proposes to subcontract. After the Notice of Award, he may only subcontract other portions of the work with Owner's written consent.

11. BID FORM

- 11.1 The Bid Form is attached hereto. Additional copies may be obtained from the Owner.
- 11.2 Bid Forms must be completed in ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which the communications regarding the Bid are to be directed must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be included in an opaque sealed envelope. The envelope shall be marked with the Project title and name and address of the Bidder and accompanied by all documents signed as described previously. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS

Bids will be opened publicly.

- 14.1 When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the bid opening.

15. BIDS TO REMAIN OPEN

The Bid acceptance period is sixty (60) calendar days following the day of the Bid opening, but Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities; and to negotiate contract terms with the Successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders whose Bid complies with the prescribed requirements, including alternates and unit prices requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.
- 16.3 The Base Bid items will be awarded based upon the Owner's ability to fund each part of the project.
- 16.4 Owner may consider the qualifications and experience of Subcontractors, suppliers and manufacturers proposed for portions of the Work. The identity of Subcontractors, suppliers and manufacturers must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 16.5 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.6 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.7 The Contract shall be awarded to the lowest and most qualified, responsive and responsible Bidder, based on the Oklahoma "Public Competitive Bidding Act". Bidders will not be subject to the Prevailing Hourly Wage Rates.
- 16.8 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) calendar days following the day of the Bid Opening.

17. PERFORMANCE AND OTHER BONDS

The General Conditions set forth the Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) sets of the Agreement and all other contract documents. Within five (5) days thereafter, Contractor shall sign and deliver them to Owner with all other Contract Documents attached. Within five (5) days thereafter, Owner will deliver a fully signed set to Contractor. Any work done by the contractor prior to issuance of the Notice to Proceed will be at his own risk.

19. REQUIRED DOCUMENTS

See Section 00110 for documents to be executed and submitted with the bid documents.

20. SALES AND USE TAXES

The Owner is exempt from Oklahoma State Sales and Use Taxes on materials and equipment to be incorporated in the project. Upon award of the Contract, the Contractor shall be issued a Certification of Tax Exempt Public Project to be used for the duration of the project.

SECTION 00200**BID FORM**

PROJECT IDENTIFICATION: **OKLAHOMA AQUARIUM
CAROUSEL PROJECT
JENKS, OK**

THIS BID IS SUBMITTED TO: JENKS AQUARIUM AUTHORITY
211 NORTH ELM
P.O. BOX 2007
JENKS, OK 74037

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract documents for the Contract Price and within the Contract time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid acceptance period is sixty (60) calendar days following the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract documents within five (5) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Contract Documents and of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees that the Work will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages of \$500.00 for each consecutive calendar day in the event of failure to complete the project within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____.
- B. Statement of Bidder's Qualification, Section 00230; and
- C. All forms listed in Instructions to Bidders, and Section 00110.

6. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in General Conditions.

BID PROPOSAL**PROJECT IDENTIFICATION: OKLAHOMA AQUARIUM – CAROUSEL PROJECT**

Bidder shall identify the Base Bid where indicated below.

BASE BID AMOUNT:

CALENDAR DAYS TO COMPLETE:

SUBMITTED ON _____, 2021

BY: _____

COMPANY: _____

IF BIDDER IS:

An Individual

By: _____ (SEAL)

(Individual's Name)

doing business as _____

Business address _____

Phone No.: _____

A Partnership

By: _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By: _____
(Corporation Name)

By: _____
(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION 00210**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto JENKS AQUARIUM AUTHORITY, as OWNER, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this _____ day of _____, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to JENKS AQUARIUM AUTHORITY, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the execution of the **OKLAHOMA AQUARIUM – CAROUSEL PROJECT** to perform construction work, services and related items for the JENKS AQUARIUM AUTHORITY;

NOW, THEREFORE,

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

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

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

Principal (L.S.)

ATTEST: (if by Corporation)

Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma.

SECTION 00220**BID AFFIDAVITS**

The following affidavits are to accompany the bid:

A. NONCOLLUSION AFFIDAVIT

STATE OF _____)
) SS
 COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the JENKS AQUARIUM AUTHORITY/JENKS Public Works Authority (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn to before me this _____ day of _____, 2021.

(SEAL)

 Notary Public

My Commission Expires: _____

My Commission Number is: _____

B. BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____)
) SS
 COUNTY OF _____)

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

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

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

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

Subscribed and sworn to before me this _____ day of _____, 2021.

(SEAL)

 Notary Public

My Commission Expires: _____

My Commission Number is: _____

SECTION 00230
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Use a separate sheet if needed.

7. General character of work performed by your company: _____
8. Have you ever failed to complete any work awarded to you? _____
9. Have you ever defaulted on a contract? _____
10. List three (3) similar projects recently completed by your company, and the month and year completed. Include names and telephone numbers of these clients and any current steel material and labor subcontractors. Use separate sheet if needed.

11. Background and experience of the principal members of your organization, including officers:

12. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the JENKS AQUARIUM AUTHORITY in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at

this _____ day of _____, 2021.

 Name of Bidder

 By:

 Title:

STATE OF _____)
COUNTY OF _____) SS

_____, being duly sworn, deposes and says that (s)he is _____ of _____, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number is: _____

SECTION 00240**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of work under this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The CONTRACTOR shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the JENKS AQUARIUM AUTHORITY setting forth provisions in this section.
- B. In the event of the CONTRACTOR's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the JENKS AQUARIUM AUTHORITY. The CONTRACTOR may be declared by the JENKS AQUARIUM AUTHORITY ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- C. The CONTRACTOR agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

Contractor

ATTEST:

Secretary

Date

SECTION 00250**CERTIFICATE OF EMPLOYMENT STATUS COMPLIANCE****CERTIFICATE OF COMPLIANCE WITH THE STATUS VERIFICATION SYSTEM FOR EMPLOYEES OF CONTRACTOR AND EMPLOYEES OF SUBCONTRACTORS USED BY CONTRACTOR**

That Title 25 Oklahoma Statutes Section 1313 B. (as enacted by Oklahoma House Bill 1804 effective November 1, 2007) provides that after July 1, 2008, no public employer (City of Jenks or its related public trusts) "shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees".

That as a condition of the award of the contract to _____
(name of bidding entity hereinafter referred to as "contractor") for the following project

_____,
said contractor represents and warrants that it has used the Status Verification System to verify the work eligibility status (i.e. not an unauthorized alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code) of all of its employees hired since July 1, 2008, that will perform under the contract and has verified (or will within 10 days of bid award and prior to Notice to Proceed) that any subcontractors that it will use have also verified the work eligibility status of its employees that it has hired since July 1, 2008, that it will use in performing services under the above contract.

Dated this ____ day of _____, 2021.

(name of contractor)

Witness: _____

By: _____
(title)

SECTION 00300**AGREEMENT**

THIS AGREEMENT is dated as of the _____ day of _____, 20____,

by and between JENKS AQUARIUM AUTHORITY
(hereinafter called OWNER)

And _____
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**OKLAHOMA AQUARIUM
CAROUSEL PROJECT
JENKS, OK**

The project for which the Work under the contract documents may be the whole or only a part, is described as follows.

ARTICLE 2. PROJECT MANAGER

The Project has been assigned to the City Engineer or his duly authorized representative, who is hereinafter called PROJECT MANAGER and who will assume all duties and responsibilities and will have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within _____ calendar days from the date of Notice to Proceed; therefore, the work will be completed and ready for final payment in accordance with the General Conditions on or before _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred-fifty dollars (\$250.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount that follows:

_____ (\$_____).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment in accordance with the JENKS AQUARIUM AUTHORITY Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Prior to Substantial Completion progress, payments shall not exceed an amount equal to 90% of the Work completed.

- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions, OWNER shall pay the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Project Specifications.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including of the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given the Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself to the OWNER to be responsible for the workmanship, labor and materials used in the project for one (1) year after the project has been formally accepted by the OWNER.

6.8 CONTRACTOR understands that he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 The Agreement
- 7.2 Request for Proposals/Bids (Section 00100).
- 7.3 Instructions to Bidders (Section 00120).
- 7.4 Performance Bond (Section 00410).
- 7.5 Maintenance Bond (Section 00420).
- 7.6 Statutory Payment Bond (Section 00430).
- 7.7 Notice of Award (Section 00510).
- 7.8 Notice to Proceed (Section 00520).
- 7.9 Change Order (Section 00600).
- 7.10 General Conditions (Section 00700).
- 7.11 Project Specifications (Section 00800).
- 7.12 Addendum Numbers __to__, inclusive.
- 7.13 CONTRACTOR's Bid
- 7.14 Documentation submitted by CONTRACTOR prior to Notice of Award (pages____to____inclusive).
- 7.15 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in triplicate. One counterpart has been delivered to CONTRACTOR, the remaining two belong to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20____.

OWNER: JENKS AQUARIUM AUTHORITY CONTRACTOR:_____

BY: _____ BY: _____

(SEAL) (SEAL)

ATTEST: _____ ATTEST: _____

TITLE: _____ TITLE: _____

Address for giving notices: _____

**CERTIFICATE OF APPROVAL
OF CONTRACT AND BONDS**

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

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

Dated this _____ day of _____, 20____.

Attorney

_____ County, Oklahoma

APPLICATION AND CERTIFICATE FOR PAYMENT

Page One of _____

TO (Owner): JENKS AQUARIUM AUTHORITY

Contract Date: _____

Application Date: _____

FROM (Contractor): _____

Period To: _____

 Distribution To: Owner
 Project Manager
 Contractor
PROJECT: OK AQUARIUM CAROUSEL PROJECT

CONTRACT FOR: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1.	Original Contract Sum	\$ _____
2.	Net Change by Change Orders	\$ _____
3.	Contract Sum to Date (Line 1 & 2)	\$ _____
4.	Total Completed & Stored to Date (Column G on Continuation Sheet)	\$ _____
5.	Retainage: a. ____% of Completed Work (Column D & E on Continuation Sheet) - FINAL	\$ _____
	b. ____% of Stored Material (Column F on Continuation Sheet)	\$ _____
	Total Retainage (Line 5a & 5b)	\$ _____
6.	Total Earned Less Retainage (Line 4 less Line 5 Total)_	\$ _____
7.	Less Previous Certificates for Payment	\$ _____
8.	CURRENT PAYMENT DUE	\$ _____
9.	Balance to Finish, Plus Retainage (Line 3 less Line 6)	\$ _____

CHANGE ORDER SUMMARY:

	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
Change Orders approved in previous months by OWNER		
TOTALS	\$ _____	\$ _____
Approved this month:		
Number: _____	\$ _____	\$ _____
Date Approved: _____		
TOTALS	\$ _____	\$ _____
Net change by Change Orders	\$ _____	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

STATE OF OKLAHOMA)

COUNTY OF _____) SS
_____)

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number is: _____

CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising the above application, the Project Manager certifies to the Owner that to the best of the Project Manager's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ _____
(Attach Explanation if amount certified differs from the amount applied for.)

JENKS AQUARIUM AUTHORITY:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment without prejudice to any rights of the Owner or Contractor under this Contract.

GENERAL MANAGER REVIEW/APPROVAL:

By: _____ Date: _____

The CURRENT PAYMENT DUE has been reviewed for conformance with the terms and conditions of this contract.

CONTINUATION SHEET

Page ____ of ____

Application and Certification for Payment, containing Contractor's signed Certification is attached.

Application Number: _____ Application Date: _____

Period To: _____

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

NOTE: At bottom of each column, run totals.

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) SS
 COUNTY OF)

The undersigned (Architect, Contractor, Supplier, Architect/Project Manager or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this Invoice or Claim have been (completed or supplied) in accordance with the Plans, Specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, nor given, nor donated, or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City of money or any other thing of value to obtain payment or the award of this contract.

 Contractor or Supplier

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

 Notary Public

My Commission Expires: _____

 Architect, Project Manager or other Supervisory Official

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

 Notary Public

My Commission Expires: _____

JENKS AQUARIUM AUTHORITY**CONTRACTOR AND ARCHITECT / PROJECT MANAGER PAYMENT SCHEDULE**

INVOICES ARE TO BE SUBMITTED FOR APPROVAL AT REGULARLY SCHEDULED JENKS AQUARIUM AUTHORITY MEETINGS ONLY.

The contractor shall have his/her pay request in by 12:00 pm on the first Tuesday of each month in order to be presented at a regularly scheduled Jenks Aquarium Authority meeting (normally held the third Tuesday of each month).

Failure to meet the above dates and time will result in the pay request submittal being delayed until the following month's cut-off date

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

The JENKS AQUARIUM AUTHORITY hereby certifies that:

_____ has duly entered into a public contract pursuant to the law for the following purposes, to-wit:

_____. Accordingly, under the provisions of 68 O.S. §1356(I), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the JENKS AQUARIUM AUTHORITY.

(SEAL)

JENKS AQUARIUM AUTHORITY, OKLAHOMA

By:

City Clerk

SECTION 00410**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____
(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of _____ Dollars/\$ _____
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assign, jointly and severally, firmly by these presents.

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

**OKLAHOMA AQUARIUM
CAROUSEL PROJECT
JENKS, OK**

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

NOW THEREFORE, if said Principal shall pay or cause to be paid to the OWNER 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 one (1) year from and after formal acceptance of said project by the OWNER and if Principal shall pay or
cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall
save and hold the OWNER harmless from all damages, loss and expense occasioned by or resulting from any failure
whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and
effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change,
extension of time, alternation or addition to the terms of the contract or to work to be performed thereunder of the
specifications accompanying same shall in any way affect obligation on this bond; and it does hereby waive notice of

any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than twenty (20%) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the contract as so amended. The term "Amendment", wherever used in this bond, and whether referring to this bond, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____

(Address)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Surety

(Witness as to Surety)

By: _____

(Attorney in Fact)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute contract.

SECTION 00420**MAINTENANCE BOND**

WHEREAS, the undersigned, _____ has executed Contract _____ dated the _____ day of _____, 20____, designated for **OKLAHOMA AQUARIUM, CAROUSEL PROJECT** for the JENKS AQUARIUM AUTHORITY/Jenks Public Works Authority, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That

of _____ as Principal, and

of _____ as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of _____ Dollars (\$_____) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by _____ and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the OWNER, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at _____ and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

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

Contractor (Principal)

ATTEST:

Title

(SEAL)

Title

(SEAL)

Surety

(SEAL)

Attorney In Fact

(Accompany the bond with a Power of Attorney)

SECTION 00430
STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____, as Principal, and _____, a corporation organized under the laws of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma, in the amount of _____ (\$_____) for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated _____

WHEREAS, the said _____ did on _____ enter into a certain contract with the JENKS AQUARIUM AUTHORITY, for **OKLAHOMA AQUARIUM, CAROUSEL PROJECT** for the JENKS AQUARIUM AUTHORITY.

WHEREAS, this bond is given in compliance with OKLAHOMA STATUTES ANNOTATED, 1941, Title 61, Sections 1 and 2, as amended.

NOW, THEREFORE, the conditions of the obligation are such that the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness incurred by said contractor, his subcontractors, and all materialmen for such labor, material, rental of machinery or equipment as are used or consumed in the performance of said contract, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day first above written.

PRINCIPAL

(SEAL)

By: _____

BONDING COMPANY

(SEAL)

By: _____

Attorney-in-Fact _____

SECTION 00510
NOTICE OF AWARD

TO: _____

Project Description: **OKLAHOMA AQUARIUM, CAROUSEL PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Proposals/Bids first published on _____, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Maintenance and Statutory Payment Bonds and certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

THE JENKS AQUARIUM AUTHORITY

By: _____
City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 20_____.

By: _____

Title: _____

SECTION 00520**NOTICE TO PROCEED**

TO: _____ DATE: _____

PROJECT: OKLAHOMA AQUARIUM, CAROUSEL PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the above work in _____ calendar days. The date of completion of all work is, therefore, _____.

THE JENKS AQUARIUM AUTHORITY
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this _____ day of _____, 20____.

By: _____

Title: _____

SECTION 00600**CHANGE ORDER**PROJECT: **OKLAHOMA AQUARIUM, CAROUSEL PROJECT**

CHANGE ORDER NUMBER: _____

DATE: _____
 CONTRACT DATE: _____
 CONTRACT FOR: _____

TO CONTRACTOR: _____

The Contract is changed as follows:

Not valid until signed by the Owner and Contractor

The original Contract Sum was \$ _____
 Net change by previously authorized Change Orders \$ _____
 The Contract Sum prior to this Change Order was \$ _____
 The Contract Sum will be (increased) (decreased) (unchanged) by this
 Change Order in the amount of \$ _____
 The new Contract Sum including this Change Order will be \$ _____
 The Contract Time will be (increased) (decreased) (unchanged) by _____ days.
 The date of Substantial Completion as of the date of this Change
 Order therefore is _____, 20____.

NOTE: This summary does not reflect changes in the Contract Sum Time which have been authorized by
 Construction Change Directive.

CONTRACTOR: _____ OWNER: _____

ADDRESS: _____ ADDRESS: _____

BY: _____ BY: _____

DATE: _____ DATE: _____

SECTION 00700

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 101 DEFINITIONS AND TERMS

Whenever in these specifications and contracts, or in any documents or instruments pertaining to construction where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 - ABBREVIATIONS: Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

A.A.S.H.O.	American Association of State Highway Officials
A.A.S.H.T.O.	American Association of State Highway Traffic Officials
A.I.A.	American Institute of Architects
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers/Project Managers
A.S.T.M.	American Society of Testing & Materials
A.W.W.A.	American Water Works Association
O.D.O.T.	Oklahoma Department of Transportation

101.02 - ADVERTISEMENT: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

101.03 - AWARD: The acceptance by the Owner of a bid.

101.04 - BASE COURSE: The layer or layers of specified or selected material of design thickness placed on a subbase or a subgrade to support a surface course.

101.05 - BIDDER: The individual, company, partnership or corporation submitting a bid for the advertised work.

101.06 - CITY: The City of JENKS, Oklahoma, a municipal corporation, acting through its duly authorized officers or agents.

101.07 - CALENDAR DAY: Every day shown on the calendar.

101.08 - CHANGE ORDER: A written order issued by the Architect/Project Manager to the contractor, covering changes in the plans or quantities or both, within the scope of the contract and establishing the basis of payment and time adjustments for the work affected by the change.

101.09 - MAYOR: The Mayor of the City of JENKS as constituted by charter to administer the affairs of the City of JENKS.

101.10 - CONTRACT: The written agreement between the Owner and the contractor setting forth the obligations of the parties thereunder, including, but not limited to the performance of the work, furnishing of materials, and the basis of payment.

The contract includes the invitation for bids, proposal, addenda, contract form and contract bonds (statutory, performance and maintenance bond), specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed, also any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.11 - CONTRACT ITEM (PAY ITEM): A specifically described unit of work for which a price is provided in the contract.

101.12 - CONTRACT PAYMENT BOND (STATUTORY BOND): The security furnished by the contractor and his surety to guarantee payment of prescribed debts of the contractor covered by the bond.

101.13 - CONTRACT PERFORMANCE BOND: The security furnished by the contractor and his surety to guarantee complete execution and performance of the work in accordance with the contract.

101.14 - CONTRACT TIME: The number of work days or calendar days allowed for completion of the contract, including authorized time extensions.

In case a calendar date of completion is shown in the proposal in lieu of the number of working calendar days, the contract shall be completed by that date.

101.15 - CONTRACTOR: The individual, company, partnership or corporation contracting with the JENKS AQUARIUM AUTHORITY for performance of prescribed work.

101.16 - CONTROL OF ACCESS: The condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a roadway is fully or partially controlled by public authority.

101.17 - EQUIPMENT: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.18 - EXTRA WORK: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

101.19 - EXTRA WORK ORDER: A change order concerning the performance of work or furnishing of materials involving extra work. Such extra work may be performed at agreed prices or on a force account basis as provided elsewhere in these specifications.

101.20 - INSPECTOR: The City Manager's authorized representative assigned to make detailed inspections of contract performance.

101.21 - INVITATION FOR BIDS: The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the time and place of the opening of proposals.

101.22 - LABORATORY: The official testing laboratory of the City or any other testing laboratory which may be designated by the Architect/Project Manager.

101.23 - MATERIALS: Any substances specified for use in the construction of the project and its appurtenances.

101.24 - NOTICE TO PROCEED: Written notice to the contractor to proceed with the contract work.

101.25 - OWNER: JENKS AQUARIUM AUTHORITY, JENKS Public Works Authority, or other entity of the City.

101.26 - PARKING: That portion of the right-of-way on city streets or urban projects not covered by paved surface or sidewalk.

101.27 - PAVEMENT STRUCTURE: The combined subbase, base and surface courses placed on the subgrade to support the traffic load and distribute it to the roadbed.

101.28 - PLANS: The approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

101.29 - PROJECT: The specific section of construction to be performed thereon under the contract.

101.30 - PROJECT MANAGER: The City Manager's authorized representative responsible for monitoring and managing the project procedures and document process according to the contract documents.

101.31 - PROPOSAL: The written offer of the bidder, submitted on the prescribed proposal form, to perform the work described in the plans and specifications and to furnish the labor and materials at the prices quoted by the bidder.

101.32 - PROPOSAL GUARANTY: The security to be furnished by the bidder as a guaranty of good faith to enter into a contract and to execute the required bonds covering the work contemplated if his proposal is accepted.

101.33 - SHOULDER: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

101.34 - SPECIAL PROVISIONS: Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

101.35 - SPECIFICATIONS: A general term applied to all directions, provisions and requirements pertaining to performance of the work.

101.36 - SPECIFIED COMPLETION DATE: The date on which the contract work is specified to be completed.

101.37 - STATUTORY BOND: The approved forms of security furnished by the contractor and his surety as a guaranty that he will pay in full all prescribed debts of the contractor covered by the bond.

101.38 - SUBCONTRACTOR: An individual, company, partnership or corporation to whom the contractor contracts part of the contract.

101.39 - SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

101.40 - SUBSTRUCTURE: All of that part of the structure below the bearings of simple and continuous spans, skewbacks or arches and tops of footings of rigid frames, together with the backwalls, wingwalls and wing protection railings.

101.41 - SUPERINTENDENT: The designated representative of the contractor present on the work at all times during progress, authorized to receive and execute instructions from the Project Manager and capable of superintending the work effectively.

101.42 - SUPERSTRUCTURE: The entire structure except the substructure.

101.43 - WORK: Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

101.44 - WORKING DAY: A working day shall be any day, other than a holiday, Saturday, or Sunday, on which weather and working conditions would permit the normal forces of the contractor to proceed with regular work for a period of at least six hours toward the completion of the work, unless work is suspended for causes beyond the contractor's control. Saturdays, Sundays, and holidays on which the contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

101.45 - WORK ORDER: A written order, signed by the Architect/Project Manager, of a contractual status requiring performance by the contractor without negotiation of any sort.

101.46 - WORKING TIME: The working time stated in the proposal and the contract shall be definite number of working days or calendar days and shall be considered an essential part of the contract.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.01 - NOTICE TO BIDDERS (ADVERTISEMENT): After the date is set for the receipt of proposals, the Owner will give notice of such letting to prospective bidders. The notice will contain a description of the proposed work, together with information to the bidder regarding access to proposal forms, plans, specifications, the amount of proposal guaranty and the minimum wage rate required per hour for labor (when applicable). This Notice to Bidders will be published as an advertisement giving notice of request for bids, as required by State laws. The Notice to Bidders will become one of the contract documents, if award is made.

102.02 - PREQUALIFICATION OF BIDDERS: Prequalification is not a prerequisite for bidding.

Each bidder agrees to comply with all terms of relating to equal employment opportunity.

102.03 - CONTENTS OF PROPOSAL FORMS: The Owner will furnish prospective bidders upon request with proposal forms which will state the location and description of the contemplated construction and will show the approximate quantities of the various items of work to be performed and materials to be furnished with a schedule of items for which unit bid or lump sum prices are asked. The proposal form will state the time in which it must be completed and the amount of the "Proposal Guaranty" which must accompany the proposal.

102.04 - ISSUANCE OF PROPOSALS: The Owner reserves the right to disqualify or refuse to issue a proposal if a bidder is in default for any of the following reasons:

- A. Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires.
- B. Uncompleted work which, in the judgment of the Architect/Project Manager, might hinder or prevent the prompt completion of additional work if awarded.
- C. Failure to pay, or satisfactorily settle, all bills due for labor and materials of former contracts in force at the time of issuance of proposals.
- D. Failure to comply with any qualification regulations of the Owner.
- E. Default under previous contracts.
- F. Contractors on unacceptable lists published by governmental agencies.

102.05 - INTERPRETATION OF ESTIMATES: The estimate of quantities of work to be done and materials to be furnished listed in the proposal form are to be considered as approximate only and are to be used as a basis for the comparison of bids and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions, pertaining to the work. Payment to the contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and it is understood that the quantities of work to be done and the materials to be furnished may each be increased, diminished or omitted as hereinafter provided without in any way invalidating the bid prices.

102.06 - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, SITE OF WORK: The bidder is required to examine carefully the site of the proposed work and the proposal, plans, specifications, special provisions, and contract forms, and satisfy himself as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of these specifications, supplemental specifications, special provisions and contract. The submission of a proposal shall be prima facie evidence that the bidder has made such an examination.

102.07 - PREPARATION AND SUBMISSION OF PROPOSAL: (1) The bidder shall submit his proposal upon the forms furnished in the specification documents. The bidder shall specify a unit price in words and figures for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

LUMP SUM - The bidder shall submit his proposal upon the forms furnished in the specification documents. The bidder shall specify a lump sum price when called for either in words or in figures for each item requested, and shall also show the products when applicable.

Any change in the lump sum, words or figures, or the product, shall be acknowledged by the initials of the person signing the bid, adjacent to each such change or alteration.

IF A CORPORATION: Title of officer signing, Secretary's attest and Seal should be shown.

IF A COMPANY: Title of officer signing. (If incorporated, following the Company name with "A Corporation" and title of officer signing, along with Secretary's attest and company seal or corporate seal.)

IF A PARTNERSHIP: Indicate following firm name "A Partnership" and "Partner" following signature of partner signing.

IF AN INDIVIDUAL: Show individual, D/B/A (show firm name) and following signature, show "Owner."

SUBMISSION OF PROPOSAL: **Addressing:** Bids must be submitted in sealed envelopes addressed to the JENKS AQUARIUM AUTHORITY JENKS Public Works Authority, JENKS, Oklahoma, and are to be filed with said Authority Secretary. The outside of the envelope shall contain the words SEALED BID and the name of the project.

102.08 - REJECTION OF PROPOSALS: Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, or if they contain a clause in which the bidder reserves proposals otherwise regular which are not accompanied by a Proposal Guaranty will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to change, alterations, or reservations and make the award in the best interest of the Owner.

102.09 - PROPOSAL GUARANTY: Each separate proposal shall be accompanied by a certified check, cashier's check or bidders surety bond, in the amount as stated in the advertisement for bids.

102.10 - WITHDRAWAL OF PROPOSALS: Permission will not be granted to withdraw or modify a bid after it has been filed. Request for non-consideration of bids must be made in writing, addressed to the Owner, and filed with the City Clerk before the expiration of the time limit for opening bids. After other bids are opened and read, the bid for which withdrawal is requested will be returned unopened.

102.11 - PUBLIC OPENING OF PROPOSALS: Proposals will be publicly opened and read on the date and at the hour and place set in the Notice to Bidders.

102.12 - DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his bid:

- A. More than one proposal for the same work from an individual, company, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work for the Owner.
- C. Unbalanced proposals in which the prices for some items are out of proportion to the prices of other items.
- D. Failure to submit a unit price or lump sum for each item or items of work listed in the proposal.
- E. Lack of responsibility as shown by past work for the Owner, judged from the standpoint of workmanship and progress.
- F. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- G. For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract or failure to comply with any qualification regulations of the Owner.

102.13 - MATERIAL GUARANTY: The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to tests to determine their quality and fitness for the work.

102.14 - CONTRACTOR AND HIS EMPLOYEES: The General Contractor and subcontractors employed upon the work shall and will be required to conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto, and to all laws, ordinances, and legal requirements applicable thereto. The contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the work given them to do, for performance of the work embraced in this contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed in performance of the work shall not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the work, properly secluded from public observation, shall be provided and maintained by the contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the Owner and State, relating to health and sanitation regulations.

It is agreed that employees engaged on the subject contract shall be paid not less than the prevailing rate of wages for work of a similar character and not less than the prevailing hourly rate of wages for legal holiday and overtime work, the said prevailing hourly rate of wages to be as set forth in the current wage determination of the Commissioner of Labor of the State of Oklahoma as applicable to the JENKS AQUARIUM AUTHORITY. The bidder by signing his proposal agrees to pay the wages set forth therein. In any case where approved wage scales are not identical, the higher wage scale shall govern.

The Contractor and each Subcontractor shall pay the contributions required by the Social Security Act, U.S. Current Tax Payment Act (withholding tax) and the public laws of the State and shall accept exclusive liability for said contributions. The Contractor further shall indemnify and hold harmless the Owner on account of any such contributions assessed against the Owner.

The contractor agrees to keep an accurate record showing the names and occupation of all employees, including the employees of any subcontractor, employed on the contract and also showing the actual wages paid to each of the employees, which record shall be open at all reasonable hours to the inspection of the Owner or the Commissioner of Labor, State of Oklahoma.

The contractor further agrees that it (and contractor's subcontractors, if any) will not fail or refuse to hire or discharge any individual, or otherwise discriminate against any individual with respect to this compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age or national origin, and further agrees that it will not (nor will its subcontractors, if any) limit segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, physical handicap or national origin. Contractor further agrees with the Owner that this contract may be terminated by the Owner in the event there shall be a violation of any of the provisions of this paragraph, upon notice in writing given, and all monies to become due pursuant to any other provisions of this contract from the date of termination shall

thereafter be forfeited the contractor being entitled only to monies expended and services performed up to and including the date of termination.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.01 - CONSIDERATION OF PROPOSALS: After the proposals are opened and read, the approximate estimate will be considered on the correct summation of items at the unit price bid or lump sum bid which ever one is applicable. The summations will then be compared and the results made public. The Owner reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals, or proceed to do the work otherwise when the best interest of the Owner will be promoted thereby.

103.02 - AWARD OF CONTRACT: Award of contract will be made by the Owner, upon the recommendation of the Project Manager to the best and lowest responsible bidder meeting the requirements of the Oklahoma "Public Competitive Bidding Act". The award of contracts involving the expenditure of federal funds is contingent on concurrence of the federal agency or any other agency whose funds are being used.

103.03 - CANCELLATION OF AWARD: The Owner reserves the right to cancel the award of any contract at any time before the execution of said contract without any liability against the Owner/JENKS AQUARIUM AUTHORITY.

103.04 - RETURN OF PROPOSAL GUARANTIES: The guaranty deposited with bids will be returned to the bidders as soon as the contract is awarded, except the guaranty of the successful bidder, which will be returned after the contract is executed and bonds approved.

103.05 - INSURANCE AND BONDS: The successful bidder will be required to carry such compensation and public liability insurance as may be required under the laws of the State of Oklahoma, and shall execute and furnish a statutory surety bond guaranteeing that the contractor shall pay all indebtedness incurred for materials and labor furnished in the performance of the contract in a sum equal to one hundred percent (100%) of the contract price. The successful bidder shall furnish a performance surety bond in the amount of one hundred percent (100%) of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract and the plans and specifications. The successful bidder shall also furnish a maintenance bond in the amount of one hundred percent (100%) of the contract, guaranteeing public improvement projects for one (1) year against defective workmanship and materials. **CONTRACTOR MUST USE THE BOND FORMS SUPPLIED IN THIS DOCUMENT.**

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of public liability insurance, including any contractual liability assumed under this contract, in the minimum amounts set forth below, and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an Owner's Protective Policy in the same amounts with the Owner as the named insured, issued by the same insurance company as the issuer of Contractor's Liability Coverage.

<u>Public Liability, other than automobile:</u>	
Personal Injury, each person	\$100,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each person	\$100,000.00
Property Damage, each occurrence	\$100,000.00
<u>Automobiles and Trucks; Owned, Hired and Non-owned:</u>	
Personal Injury, each person	\$100,000.00
Personal Injury, each accident	\$1,000,000.00
Property Damage, each accident	\$100,000.00

The policy shall identify the JENKS AQUARIUM AUTHORITY / CITY OF JENKS / JENKS PUBLIC WORKS AUTHORITY as co-insured and provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the Owner ten (10) days written notice of cancellation. The contractor shall furnish the Owner an original and duplicate certificates of insurance at the time contracts are prepared.

103.06 - FORFEITURE OF PROPOSAL GUARANTY: The individual, partnership, company or corporation to whom a contract is awarded shall, within five (5) days after such contract is awarded, execute and deliver to the Owner the contract required under such award, and execute and deliver all bonds required for the protection of the Owner against the claims of every person whomsoever and against the claims of all persons resulting from the acts or act, or the omissions or defaults of the contractor, in such amounts as may be required by the Owner. Such bonds to be executed and approved prior to the execution of said contract by the Owner.

Upon the failure of the bidder to execute said bonds, or any of them, and said contract within said five (5) days after the same is awarded, he will be considered to have abandoned said bid, and the Owner may relet the same. By reason of the uncertainty of the market prices of material and labor, and it being impracticable and extremely difficult to fix the amount of damages and expenses which the Owner would be put to by reason of said bidder's failure to execute said bonds and contracts within said five (5) days, the proposal guaranty accompanying the bid shall be the agreed amount of damages which the Owner will suffer by reason of such failure upon the part of the bidder, and shall thereupon immediately be forfeited to the Owner. The filing of a bid under these instructions will be considered as an acceptance of this provision.

SECTION 104 SCOPE OF WORK

104.01 - INTENT OF CONTRACT: The intent of the contract is to provide for the construction and completion in every detail of the work described. The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to

complete the work in accordance with the plans, specifications, and terms of the contract. There will be a preconstruction conference at a time specified to the Contractor after Notice of Award.

104.02 - ALTERATION OF PLANS OR CHARACTER OF WORK: The Project Manager reserves the right to make at any time during the progress of the work, such increases or decreases in quantities as such alterations in the details of construction, including alterations in the grade or alignment of the road or structure or both, as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof are not subject to arbitration. The Project Manager will be the sole judge in all claims and disputes.

104.03 - EXTRA WORK: The contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications as directed in writing by the Project Manager, and will be paid for as provided under extra or force account work (see General Conditions, Paragraph 109.04).

104.04 - MAINTENANCE OF TRAFFIC: The project, while undergoing improvements, shall be kept open to all traffic by the contractor unless approved otherwise. Temporary traffic control devices shall be furnished and maintained by the contractor. Methods of traffic control shall be submitted by the Contractor for approval.

104.05 - REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS: All materials, structures, or obstructions found on the project which are not to remain in place or which are not to be used in the new construction shall be carefully dismantled and salvageable materials stored in accessible locations as directed by the Project Manager. Unless specified on the plans or in the proposal, this work will not be paid for separately but will be included in the price bid for other items. Unless otherwise shown, materials not considered salvageable for use by the Owner or not incorporated in the work shall become the property of the contractor and shall be removed from the work site in a timely manner and properly disposed of by the contractor.

104.06 - SITE MAINTENANCE: The exterior area of the work site shall be kept free from construction debris. At the end of each work shift, the site shall be policed for objectionable debris which could be deposited off site by wind or stormwater runoff. Other materials for use in the construction of the project shall be maintained in orderly storage and protected from elements which could hinder incorporation into the work.

104.07 - CONTROL OF STORMWATER RUNOFF: The contractor shall take preventive measures to minimize polluted stormwater runoff from the work site. Pollution includes, but is not limited to, silt or mud from disturbed area, construction debris, any petroleum products or other objectionable materials. All cumulative work sites exceeding a total of one (1) area will require compliance with established sediment and erosion control regulations by the Contractor. Prior to the start of construction, copies of all forms and permits must be filed with the Project Manager. A Stormwater Pollution Prevention Plan must be provided the Project Manager and on the construction site at all times. The contractor shall correct immediately any violation of this paragraph under current state and local ordinances. Failure to comply may result in shut down of all work as directed by the Project Manager.

104.08 - FINAL CLEAN UP: Upon completion of the work and before acceptance and final payment will be made, the contractor shall remove from the right-of-way all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. He shall leave the project in a neat condition. Material, cleared from the right-of-way will not be considered as having been disposed of satisfactorily. The contractor shall leave any areas, where he performs any work, in a neat and workmanlike condition. He shall repair at his own expense and to the satisfaction of the Project Manager, any areas, or turfing that have been damaged by his operations.

SECTION 105 CONTROL OF WORK

105.01 - AUTHORITY OF THE PROJECT MANAGER: The Project Manager's status during construction is to assist the Owner in answering questions which may be brought forth by the Contractor during construction. The Project Manager will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as the acceptable fulfillment of the contract on the part of the contractor. The Project Manager will have the authority to suspend or change the sequence of work wholly or in part due to the failure of the contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to the unsuitable weather; for conditions considered unsuitable for prosecution of the work or for any other condition or reason deemed to be in the public interest. If the contractor ignores the authority of the Project Manager under subsection 105.01, the Project Manager may withhold partial payments due the contractor upon due notice in writing.

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

105.02 - PLANS AND WORKING DRAWINGS: It is the responsibility of the selected contractor to evaluate the work site to satisfy the intent of the project.

105.03 - CONFORMITY WITH SPECIFICATIONS: All work performed and all materials furnished shall be in reasonable close conformity with the requirements shown in the contract documents and specifications. In the event the Project Manager finds the materials or the finished product in which the materials are used or the work performed are not in reasonable close conformity

with the specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

105.04 - COORDINATION OF SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS: These specifications, supplemental and/or technical specifications, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. The contractor shall take no advantage of any apparent error or omission in the specifications. In the event the contractor discovers such an error or omission, he shall immediately notify the Project Manager. The Project Manager will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the specifications.

105.05 - COOPERATION BY CONTRACTOR: The contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Project Manager, inspectors, and other contractors in every way possible. The contractor shall have on the work site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute order or directions of the Project Manager without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

105.06 - PROTECTION OF PROPERTY: The protection of City, State and Government monuments, street signs and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the contractor. Disturbance to this property must first be approved by the agency which controls it.

At places where the contractor's operations are adjacent to the plant of railway, telegraph, telephone, electric, gas water, sanitary sewers, or storm sewers, damage to which might result in expense, loss, or inconvenience, work shall not be commenced until all arrangements for relocation or revisions have been made.

The Owner has not attempted to locate all storm sewers, culverts, and buried telephone or electrical conduits, sanitary sewers, water mains, and gas mains that might interfere with the construction of this project. The location of utility lines serving individual properties have not been located in advance of this project. It is the responsibility of the contractor to identify all utility lines and costs associated with relocation are to be included as part of the bid. All costs are to be incurred by the contractor. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted. The revision and crossings of the various types of lines shall be made as follows:

A. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If a storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be rejoined to the undisturbed line with a joint satisfactory to the Project Manager. Backfill over and around the storm sewer shall be thoroughly compacted in order that no settlement will occur.

B. All overhead overhead and buried telephone and electrical conduits and gas mains to be revised or crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The contractor shall notify the companies and obtain their permission before making any crossing or revisions. Any overhead cables, buried cables, conduits or gas mains shown on plans and damaged by the contractor shall be repaired at the contractor's expense to the satisfaction of the Project Manager and of the utility.

C. The contractor shall not remove any water or sanitary sewer lines except as directed by the Project Manager and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damaged by the contractor's operations will be repaired by the Owner's maintenance forces at the Contractor's expense. The contractor shall notify the Owner immediately after damaging any pipe.

105.07 - COOPERATION BETWEEN CONTRACTORS: The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as to minimize interference with the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The contractor shall arrange his work and shall place and dispose of the materials being used so as to minimize interference with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in acceptable manner and shall perform it in proper sequence to that of the others.

105.08 - CONSTRUCTION STAKES, LINES AND GRADES: The contractor shall set vertical and horizontal controls as needed to accomplish the specified work. It shall be the responsibility of the contractor to confer with the Project Manager and satisfy himself as to the accuracy of the controls prior to the commencement of work. It shall also be the responsibility of the contractor to protect and maintain those controls and to replace immediately any or all controls should they be damaged or altered in any manner.

From these vertical and horizontal controls, the contractor shall layout and stake the project for construction in a manner that is satisfactory to the Project Manager prior to setting forms or batterboards. From these vertical and horizontal controls, the contractor shall (in accordance with Section 102.14 of the General Conditions) provide competent personnel to layout the project.

Inspectors or technicians employed by the Owner will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of the contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the contractor.

105.09 - INSPECTION OF WORK: All materials and each part or detail of the work shall be subject to inspection by the Project Manager. The Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

If the Project Manager requests it, the contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of covering or making good of the parts removed, will be at the contractor's expense.

Any work done or materials used without inspection by the Owner's representative may be ordered removed and replaced at the contractor's expense. The Project Manager must be notified within twenty-four (24) hours before placement of any concrete, asphalt, or pipe and an inspector must be present during these operations.

105.10 - REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK: All work which does not conform to the requirements of the contract will be considered as unacceptable.

Unacceptable work, whether the results of poor workmanship, use of defective materials, damage through carelessness, or any other cause, shall be removed immediately and replaced in an acceptable manner.

Work done contrary to the instructions of the Project Manager or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the contractor's expense.

Upon failure on the part of the contractor to comply with any order of the Project Manager made under the provisions of this article, the Project Manager will have the authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due to the contractor.

105.11 - LOAD RESTRICTIONS: The contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit will not relieve the contractor of liability for damage that may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The contractor shall be responsible for all damage done by his hauling equipment.

105.12 - MAINTENANCE DURING CONSTRUCTION: The contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the construction will be kept in satisfactory condition at all times. All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the contractor will not be paid an additional amount for such work.

105.13 - FAILURE TO MAINTAIN CONSTRUCTION: If the contractor, at any time, fails to comply with the provisions of maintenance, the Project Manager will immediately notify the contractor of such non-compliance. If the contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Project Manager may immediately proceed to maintain the project, and the entire cost of this maintenance will be deducted from monies due or to become due the contractor on this contract.

105.14 - FINAL INSPECTION: Upon due notice from the contractor of presumptive completion of the entire project, the Project Manager will make an inspection with the contractor. If all construction provided for and contemplated by the contract is found completed to his satisfaction, that inspection shall constitute the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Project Manager will give the contractor the necessary instructions for correction of same, and the contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

SECTION 106 CONTROL OF MATERIAL

106.01 - SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the contractor shall notify the Project Manager of his proposed sources of materials prior to delivery. At the option of the Project Manager, materials may be approved

at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the contractor shall furnish materials from other sources.

106.02 - SAMPLES, TESTS, CITED SPECIFICATIONS: All materials will be inspected, tested and accepted by the Project Manager before incorporation in the work. Any work in which untested and unaccepted materials are used without approval or written permission of the Project Manager shall be performed at the contractor's risk and may be considered as unacceptable and unauthorized.

All materials required to be tested by a private laboratory shall be approved by the Project Manager. Reports of such tests shall be forwarded to the Project Manager.

106.03 - PLANT INSPECTION: The Project Manager may undertake the inspection of materials at the source. In the event plant inspection is undertaken, the following conditions shall be met:

- A. The Project Manager shall have the cooperation and assistance of the contractor and the producer with whom he has contacted for materials.
- B. The Project Manager shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- C. If required by the Project Manager, the contractor shall arrange for an approved building for the use of the inspector, such building to be located conveniently near the plant, independent of any building used by the material producer.
- D. Adequate safety measures shall be provided and maintained.

It is understood that the Owner reserves the right to retest all materials prior to incorporation into the work which have been tested and accepted at the source of supply after the same have been developed and to reject all materials which, when retested, do not meet the requirements of these specifications.

106.04 - UNACCEPTABLE MATERIALS: All materials not conforming to the requirements of the specification shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Project Manager. No rejected material, the defects of which have not been corrected, shall be used until approval has been given.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 - LAWS TO BE OBSERVED: The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by himself or his employees.

107.02 - PATENTED DEVICES, MATERIALS AND PROCESSES: If the contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The contractor and the surety shall indemnify and save harmless the Owner, any affected third party from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

107.03 - PUBLIC CONVENIENCE AND SAFETY: The contractor shall comply with all applicable Federal, State, and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Project Manager may determine, reasonably necessary to protect property in connection with the performance of the work covered by the contract. Materials stored upon the roadway 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 Project Manager.

107.04 - USE OF EXPLOSIVES: No explosives may be used.

107.05 - CONTRACTOR'S RESPONSIBILITY FOR WORK: The performance of the contract and the work, as well as the full dollar amount of the contract, is at the risk of the contractor. The contractor shall take all responsibility of the work, and shall bear all losses from any cause whatsoever, including, but not limited to, losses resulting because of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes whatsoever for which the Owner is not responsible.

If the work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes prior to Owner's final acceptance of same, the contractor, at contractor's expense, shall restore the same or remedy the damage.

SECTION 108 PROSECUTION AND PROGRESS

108.01 - ASSIGNMENT AND SUBLETTING OF CONTRACT:

- A. The contractor shall give his personal attention to the fulfillment of this contract, and shall not let, assign, or transfer it or his right, title, or interest in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the Owner in writing.
- B. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the contractor upon notice from the Owner. The contractor shall be as fully responsible to the Owner

for the acts and omissions of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the Owner.

108.02 - TIME AND PROGRESS:

A. The work shall be commenced within five (5) days from and after the date of the Notice to Proceed from the Owner. The contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at a uniform rate of progress so as to insure completion within the number of days stated in the Bid Proposal. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same.

B. The contractor may be required to furnish the Project Manager with a progress schedule, in a format approved by the Project Manager, 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 Project Manager, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Project Manager that the work will be completed within the period stated in the proposal.

C. If the contractor shall fail to complete the work within the specified time, then the contractor agrees to pay to the Owner, not as penalty, but as liquidated damages for such breach of contract, the sum listed in Section 00200 (Bid Form) for each day of failure to complete the work after the specified time set forth in the Bid Proposal. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the Owner would in such event sustain.

D. It is further agreed that time is of the essence of each and every portion of this contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the contract an allowance of additional time for the completion of any work is made, the new time fixed by such extension shall be of the essence of this contract.

E. Should the contractor be delayed in the final completion of the work by any act or neglect of the Owner or Project Manager, or of any employees of either, or by strikes, injunctions, fire, or other cause or causes outside of and beyond the control of the contractor and which, in the opinion of the Project Manager, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Project Manager, shall be granted by the Owner, provided, however, that the contractor shall give the Owner and the Project Manager notice in writing of the cause of the delay in each case within ten (10) days after the delay.

F. Time extensions may be granted for unusually inclement weather occurring more often than anticipated at the project location during any given month. Anticipated weather delays (days) included in the contract period at time of award are based on the following:

Monthly Anticipated Adverse Weather Delay Work Days Based on Five (5)-Day Work Week											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	6	8	6	6	4	3	3	6	5	3	6

The contractor's progress schedule must include these anticipated adverse weather delays in all weather-dependent activities. Time extensions to the contract period will be granted only under the following conditions:

1. The delay has been documented with the Owner in a timely manner and Owner agrees that the delay actually occurred, and
2. The delay affects work in progress and actually causes a delay in project performance.
3. The number of days included for each month have been exceeded.

G. Extensions of time will not be granted for delays caused by inadequate or insufficient construction force or the failure of the contractor to place orders for equipment or materials a sufficient time in advance to insure delivery when needed. Any extension of time by the Owner shall not release the contractor and surety herein from the payment of liquidated damages for a period of time not included in the original contract or the time extension as herein provided.

H. Failure to complete project within specified time, as set forth in this contract, may be grounds for disqualification for future consideration for contracts with the JENKS AQUARIUM AUTHORITY.

108.03 - CHARACTER OF WORKMEN, METHODS AND EQUIPMENT: The contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these specifications.

All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experiences in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the contractor or by any subcontractor who does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Project Manager, be removed forthwith by the contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Project Manager.

Should the contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Project Manager may suspend the work by written notice until such orders are complied with.

108.04 - LIMITATION OF OPERATIONS: The contractor shall conduct the work at all times in such a manner and sequence to the satisfaction of the Project Manager. He shall not open up work to the prejudice or detriment of work already started. The Project Manager may require the contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is in the public interest or welfare.

108.05 - CONTRACTOR'S RIGHT OF PROTEST: If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any record or ruling of the Project Manager to be unfair, he shall, immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the work or to conform to the record or ruling. Within ten (10) days after the date of receipt of written instructions or decisions, he shall file a written protest with the Project Manager, stating clearly and in detail the basis of his objections. Except for such protest and objections as are made of record in the manner herein specified and within the time stated, the records, rulings, instructions, or decision of the Project Manager shall be final and conclusive.

108.06 - RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this contract shall be abandoned by the contractor, or if this contract shall be assigned by him otherwise than as herein provided, or if the contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or a receiver should be appointed for the contractor or any of his property; or if at any time the Project Manager shall certify in writing that the performance of the work under this contract is being unnecessarily delayed, or that the contractor is willfully violating any of the conditions or covenants of this contract or the specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of this contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended then the Owner may serve written notice upon the contractor and his surety of said Owner's intention to terminate this contract, and unless within five (5) days after the serving of such notice upon the contractor a satisfactory arrangement is made for the continuance thereof, this contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract, or otherwise for the account and at the expense of the contractor; and the contractor and his surety shall be liable to the Owner for any and all cost sustained by the Owner by reason of such prosecution and completion. In such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools and plant as may be on the site of the work and necessary therefore.

108.07 - FINAL ACCEPTANCE: It shall be the duty of the Project Manager to determine when the work is completed and the contract fulfilled, and to recommend its acceptance by the Owner. The work therein specified to be performed shall not be considered finally accepted until all the work has been accepted by the JENKS AQUARIUM AUTHORITY / CITY OF JENKS / JENKS PUBLIC WORKS AUTHORITY.

SECTION 109 MEASUREMENT AND PAYMENT

109.01 - PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS ITEMS: For providing plant, tools, and equipment; for furnishing, erecting, maintaining and removing the construction plant, sanitary convenience, temporary water supply, dewatering and other temporary works (the exception being compensation provided for by separate bid item(s) for mobilization and or demobilization if included in the bid item list); and for furnishing insurance, bonds, drawings, records, payment of fees, defense of suits, and any all incidental requirements, whether or not they are enumerated in this paragraph; the contractor shall receive no direct payment. Compensation for them shall be considered as having been included in the prices stipulated for the bid items, the payment for which, calculated in the manner specified, shall constitute the total compensation due contractor for the performance of this contract.

109.02 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT FOR ITEMS OF WORK: The contractor shall be paid for all work performed under the contract based on the Project Manager's computations of as-built quantities and the contractor's unit price or lump sum per bid item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the work; for all loss or damage, because of the nature of the work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the prosecution of the work, and for which payment is not specifically provided; for all expenses incurred by or because of any suspension or discontinuance of all or any part of the work; and for well and faithfully completing the work according to the contract documents and the requirements of the Project Manager.

109.03 - PAYMENTS: If the work is progressing in a satisfactory manner the Contractor shall prepare an estimate for partial payment of the work completed, provided said payment is not less than \$1,000.00. An estimate for partial payment shall include items actually incorporated in the work. The Owner will retain five percent (5%) of the amount due until the final completion and acceptance of all work included in this contract. Partial payment does not constitute acceptance of that portion of the work. Owner has complete responsibility for payment review and approval during construction. The Contractor's application for progress payments will be made on the form presented in the Agreement and they will be submitted in accordance with the payment schedule presented in the Agreement.

When the work has been completed, the Project Manager shall carefully measure and determine the as-built quantities of each class of work as shown in the schedule of bid items and such extra work performed by order of the Project Manager. The aggregate cost of the work done and the materials furnished shall constitute the amount due for the completed work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

109.04 - EXTRA WORK:

A. When and as ordered in writing by the Project Manager, the contractor shall do any work or furnish any materials which cannot reasonably be classified under any of the items of the contract but which may be found necessary in order to carry out and complete more fully the work herein agreed to be done and performed; and the contractor hereby agrees to accept, as full compensation for such extra work, lump sums or unit prices agreed upon in writing before said work is commenced.

B. Whenever, in the judgment of the Project Manager, it is impracticable because of the nature of the work or for any other reason to agree upon lump sums or unit prices, the extra work and materials shall be paid for at actual necessary cost as determined by the Project Manager, plus fifteen percent (15%), which fifteen percent (15%) is hereby understood and agreed to

include all cost of general superintendence, general expense, overhead, and profit. The actual necessary cost will include expenditures for material, labor, foremen, insurance, bond premiums, social security, and supplies furnished by the contractor, and a rental allowance for equipment, where required, to be agreed upon in writing before the work is begun, but will, in no case, include any allowance for office expense, general superintendence or other general expense.

C. The contractor shall, on or before the tenth day of the month succeeding that in which any extra work shall have been performed, file with the Project Manager an account giving the itemized cost of such extra work, and shall give the Project Manager access to all accounts, bills, and vouchers relating thereto. In case the contractor fails to file, within the time above mentioned, such accounts for extra work, he will be deemed to have performed such extra work without charge and shall be entitled to no compensation therefore.

D. The contractor shall file with the Project Manager, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the work covered by this contract. These rates shall be subject to approval of the Project Manager for computation of extra work as mentioned above, however, if the contractor fails to file these lists with the Project Manager prior to starting any work covered by contract, then the Project Manager's computations shall be based on average wages and rates paid on City work.

109.05 - PAYMENT OR ACCEPTANCE NOT A WAIVER BY OWNER: Neither acceptance by the Owner or the Project Manager, or any employee of either, nor any order by the Owner for payment of money, or the payment thereof, nor any taking of possession by Owner, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of Owner hereunder, and in the event that after the work hereunder has been accepted and final payment made, it should be discovered that any part of this contract has not been fully performed or has been done in a faulty or improper manner, the contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for the damage caused thereby, as Owner may elect. The acceptance of the work or final payment therefore shall be no bar to suit against the contractor or surety, or both.

109.06 - CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE: Contractor further agrees without cost other than is specially provided for in this contract, at any and all times during the guaranty period following the completion and final acceptance of the work embraced in this contract, without notice from Owner, to refill all trenches or ditches that may sink or settle; and to repair all breaks or failures that may occur in the construction work due to defective material or workmanship; and to indemnify, save harmless and defend Owner from any and all suits and actions of every description brought against the Owner for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reason of, or arising out of the failure of contractor to refill all trenches or ditches; and to repair all breaks or failures of said construction work, which said injuries or damages are alleged to have been received during the guaranty period from the final acceptance of the work hereunder; and to pay any and all judgments that might be rendered against the Owner in any suits and actions, together with such expenses or attorney's fees expended or incurred by the Owner in the defense thereof.

SECTION 00800**PROJECT SPECIFICATIONS****DIVISION 1 – GENERAL REQUIREMENTS**

01100	Summary
01290	Price and Payment Procedures
01300	Administrative Requirements
01400	Quality Requirements
01600	Product Requirements
01700	Execution Requirements
01780	Closeout Submittals

**DIVISION 2 – SITEWORK**

NOT USED

DIVISION 3 – CONCRETE

NOT USED

DIVISION 4 – MASONRY

NOT USED

DIVISION 5 – METALS

NOT USED

DIVISION 6 – WOOD AND PLASTIC

NOT USED

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

NOT USED

DIVISION 8 – DOORS AND WINDOWS

NOT USED

DIVISION 9 – FINISHES

NOT USED

DIVISION 10 – SPECIALTIES

NOT USED

DIVISION 11 – EQUIPMENT

NOT USED

DIVISION 12 – FURNISHINGS

NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION

130114	Operation and Maintenance of Amusement Park Structures and Equipment
--------	--

DIVISION 14 – CONVEYING SYSTEMS

NOT USED

DIVISION 15 – MECHANICAL

NOT USED

DIVISION 16 – ELECTRICAL

NOT USED

SECTION 01100**SUMMARY****PART 1 GENERAL****1.01 PROJECT**

- A. Project Name: **OKLAHOMA AQUARIUM – CAROUSEL PROJECT**
300 Aquarium Drive
Jenks, OK 74037
- B. Owner's Name: Jenks Aquarium Authority
211 North Elm St.
Jenks, OK 74037
- C. Architect's Name: GSHELMS & Associates, LLC
424 E. Main St.
Jenks, OK 74037
- D. The Project Overview:
1. The Proposal / Bid is to provide an option / concept for a “Turn-Key” interior, aquarium themed Carousel (28’ in diameter) with amenities expected to not exceed \$600,000. Carousel shall meet the specifications of Section 130114 – Operation and Maintenance of Amusement Park Structures and Equipment. Owner shall provide foundation and electrical power to Carousel location. Contractor shall fabricate, ship and install Carousel, including making final electrical connections between Carousel equipment and Owner-provided electrical termination point. The Proposal / Bid shall include manufacturer’s brochure, detailed list of Carousel features, photographs of marine figures and scaled drawings of plans and elevations along with factory warranties and product liability information on all components.

1.02 OWNER OCCUPANCY

- A. Aquarium shall remain open throughout construction. Contractor shall be responsible for providing any required security and fencing of construction area during construction / assembly of Carousel.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
1. Work by Others.
 2. Work by Owner.
- C. Staging areas shall be coordinated with Owner and Architect.

END OF SECTION

SECTION 01290
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Submit a printed Schedule of Values using the Continuation Sheet included in the Agreement.
- B. Submit Schedule of Values in duplicate within 15 days after date of Agreement.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Present required information in typewritten form.
- C. Submit Application on form included in Agreement

1.04 MODIFICATION PROCEDURES

- A. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- B. Construction Change Directive: Architect may issue a document, signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change in Work.
- C. Proposal Request: Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- E. Computation of Change in Contract Amount:
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

- F. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Insurance, and bonds.
 - c. Overhead and profit. (max 10% for sub contractor and 5% for general contractor)
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Agreement.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01780.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01300**ADMINISTRATIVE REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED SECTIONS

- A. Section 01700 - Execution Requirements: Additional coordination requirements.
- B. Section 01780 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PRECONSTRUCTION MEETING**

- A. Architect and Owner will schedule a Pre-Construction Meeting.
- B. Attendance Required:
 - 1. Architect.
 - 2. Owner
 - 3. Contractor's Project Manager.
 - 4. Contractor's Jobsite Superintendent for this project.
- C. Agenda:
 - 1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 2. Designation of personnel representing the parties to Contract and Architect.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.
- D. Architect shall record minutes and distribute copies to Owner and Contractor. Contractor shall distribute copies to other attendees and affected parties.

3.02 PROGRESS MEETINGS

- A. Owner, Contractor and Architect shall schedule and administer meetings throughout progress

of the Work at weekly intervals.

- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Contractor's Project Manager, Architect and Consultants as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress during the past period.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule. Provide detailed two-week look-ahead schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Maintenance of quality and work standards.
 - 11. Effect of proposed changes on progress schedule and coordination.
 - 12. Other business relating to Work.
- D. Architect shall record minutes and distribute copies to Owner and Contractor. Contractor shall distribute copies to remaining attendees, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Contractor shall prepare a Construction Schedule. An updated Construction Schedule shall be submitted with each month's invoice.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies in accordance with NUMBER OF COPIES OF SUBMITTALS article below. Distribute in accordance with SUBMITTAL PROCEDURES article below, and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, provide approved copies at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect, plus one copy to be retained by the Contractor.
 - 2. Larger Sheets, Not Larger Than 30 x 42 inches: Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect, plus one copy to be retained by the Contractor.
 - 3. Electronic submittal of Product Data in PDF format is acceptable at Contractor's Option.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of reviewed submittal. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetical suffix.
- C. Identify Project, Contractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at business address.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps, including on electronic submittals.

- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01400
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mock-ups.
- B. Control of installation.
- C. Tolerances.
- D. Testing and inspection services.
- E. Manufacturers' field services.

1.02 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Design Data: Submit for Architect's knowledge as contract administrator, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Test Reports: Within 48 hours after each test/inspection, submit two copies of report to Architect and to Owner's Representative.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results at no additional cost to Owner.
 - 2. Test reports are submitted for Architect's knowledge as contract administrator, for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed

instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.03 TESTING AND INSPECTION AGENCIES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 548, ASTM E 543, ASTM C 1021, ASTM C 1077, ASTM C 1093, and ASTM C 1021.
 - 2. Inspection agency: Comply with requirements of ASTM D290, ASTM D3740, ASTM E329, and ASTM E548.
 - 3. Laboratory: Authorized to operate in State in which Project is located.
 - 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Owner in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Owner of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

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

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Spare parts and maintenance materials.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Provide interchangeable components of the same manufacturer for components being replaced.
- B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- C. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:

Submit a request for substitution for any manufacturer not named at least ten (10) days prior to bid date. Approvals of substitution request are not valid unless noted by Addendum issued prior to bid date.

2.03 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify all bidders in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

3.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01700**EXECUTION REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction to Owner's personnel.
- H. Closeout procedures, except payment procedures.

1.02 SUBMITTALS

- A. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
- C. Noise Control: Provide methods, means, and facilities to minimize noise from workers and noise produced by construction operations.
- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.04 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01600.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Verify that demolition is complete in alterations areas and areas are ready for installation of new work.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ducts and piping to prevent condensation in exposed areas.
- E. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.
- F. Clean substrate surfaces prior to applying next material or substance.
- G. Seal cracks or openings of substrate prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, coordinate with Architect a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect at least four days in advance of meeting date.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner's Representative, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Promptly notify Architect of any discrepancies discovered.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install Products as specified in individual sections.
- B. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- C. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- D. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors,

walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

- E. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- F. Re-cover and refinish work that exposes mechanical and electrical work exposed accidentally during the work.

3.06 CUTTING AND PATCHING

- A. Execute cutting and patching including excavation and fill to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.
- B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- C. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new Products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification

sections.

- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

3.09 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner's representative seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion. Provide documentation stating Owner's personnel was properly trained, and signed by the Owner's personnel who was trained.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season 30 days prior to the start of that season.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.11 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 01400 and Mechanical Specifications.

3.12 FINAL CLEANING

- A. The Contractor shall be responsible for damaged or broken glass and at completion of the Work shall replace such damaged or broken glass.
- B. Execute final cleaning following completion of the Work and prior to Substantial Completion. Final cleaning shall consist of no less than the following:
 - 1. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
 - 2. Remove all temporary protections.
 - 3. Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other work.
 - 4. Remove spots, mortar, plaster, soil and paint from ceramic tile, marble and other finish materials from all surfaces and other work.
 - 5. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
 - 6. Clean fixtures, cabinets and other casework and equipment by removing any and all stains, paint, dirt, etc., and leave in an undamaged and new condition.
 - 7. Dust all walls that exhibit dust as was created by performance of this Work.
 - 8. Replace filters of operating equipment.
 - 9. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - 10. Clean site; sweep paved areas, rake clean landscaped surfaces.
 - 11. Remove waste and surplus materials, rubbish, and construction facilities from the site.
 - 12. ALL surfaces and other work to be cleaned in accordance with recommendations of the manufacturer of the surface and/or equipment being cleaned.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

END OF SECTION

SECTION 01780**CLOSEOUT SUBMITTALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and

alignment, adjusting, balancing, and checking instructions.

- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Include test and balancing reports.
- N. Additional Requirements: As specified in individual product specification sections.

3.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.

- b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 130114

OPERATION AND MAINTENANCE OF AMUSEMENT PARK STRUCTURES AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

- A. An amusement ride consisting of a rotating circular platform with seats for riders. The 19 seats are in the form of 18 aquatic animals made out of fiberglass mounted on posts which are moved up and down mechanically to simulate galloping to the accompaniment of music and 1 seat in the form of an aquatic animal acting as a chariot.
- B. Section Includes: Chance Rides Manufacturing, Inc. (CRM) Carousel **(BASIS OF DESIGN)**
 - 1. 28 FT Carousel

1.02 REFERENCES

- A. ASTM International; F2291 ~ Standard Practice for Design of Amusement Rides, F1193 ~ Standard Practice for Amusement Ride and Device Manufacturer Quality Assurance Program and Manufacturing Requirements, F2137 ~ Standard Practice for Measuring the Dynamic Characteristics of Amusement Rides and Devices, F698 ~ Standard Specification for Physical Information to be Provided for Amusement Rides and Devices, F747 ~ Standard Terminology Relating to Amusement Rides and Devices, F770 ~ Standard Practice for Operation Procedures of Amusement Rides and Devices, F893 ~ Standard Guide for Inspection of Amusement Rides and Devices
- B. ASME - American Society of Mechanical Engineers
- C. ANSI - American National Standards Institute
- D. AISC - American Institution of Steel Construction, Inc.
- E. AWS - American Welding Society D1.1 or EN (European Norm) equivalent
- F. ACI - American Concrete Institute
- G. NEMA - National Electrical Manufacturers Association
- H. (UL) Underwriters Laboratories, Inc 508 & 508A
- I. National Electrical Code
- J. NFPA - National Fire Protection Agency
- K. Department of Justice, 2010 ADA Standards for Accessible Design

1.03 SYSTEM DESCRIPTION

- A. Performance or Design Requirements -
 - 1. 28 FT Carousel Standard Features
 - a. 18 aquatic themed fiberglass figures
 - b. 1 aquatic wheelchair accessible aquatic themed chariot
 - c. Custom themed scenery (Victorian or Americana)
 - d. Vinyl tent top

- e. Decorated crown, lighted with LED energy saving lights, made out of fiberglass
 - f. Ceiling panels lighted with LED energy saving lights
 - g. color coordinating aluminum tread plate floors
 - h. Spiral brass sleeves on fiberglass figure poles and floor hanger rods
 - i. Maintenance-free, greaseless Nylatron® bearings
 - j. Electric, variable-speed drive
 - k. Structural components and other unmentioned items made from steel
2. 28 FT Carousel Specifications
- a. Number of fiberglass figures - 18
 - b. Number of chariots - 1
 - c. Maximum number of passengers per figure - 1 adult or 1 child
 - d. Maximum number of passengers per chariot - 4 adults or 6 children
 - e. Average passenger weight per horse - 170 lbs
 - f. Average passenger weight per chariot - 680 lbs
 - g. Aquatic themed fiberglass figures by CRM
 - h. Crankshaft movement from center-point: 6" up and down
 - i. Minimum unaccompanied passenger height - 42"
 - j. Loading - all passengers simultaneously
 - k. Maximum imbalance - 6 adults on one side
 - l. Direction of travel - counterclockwise
 - m. Ride speed - 5 rpm
 - n. Ride duration - 2 min (minimum) to 2.5 minutes (maximum)
 - o. Maximum wind speed (operating) - 35 mph
 - p. Maximum wind speed (static) - 60 mph
 - q. Maximum ride weight (empty) with aluminum floors - 13,500 lbs
 - r. Maximum ride weight (empty) with oak floors - 14,500 lbs
 - s. Total power requirement - 16 kW
 - t. Drive power requirement - 4 kW
 - u. Lights power requirement - 12 kW
 - v. Min/Max Voltage - 208/230 volt, 3 phase, 60 Hz
 - w. Drive type - variable speed electric
 - x. Drive motor type - 230/460 volt, 3 phase, 60 Hz
 - y. Number of motors - 1
 - z. Horsepower rating - 5

1.04 QUALITY ASSURANCE

- A. Qualifications - AWS D1.1 certified, UL 508 certified
- B. Certifications - In compliance with ASTM F.24 regulations, AWS D1.1 regulations, UL 508 regulations

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading - Shipped from Wichita, Kansas via freight.
- B. Acceptance at Site - Accepted with Site Acceptance Test
- C. Commissioning - Commissioned with training by CRM service technicians per CRM Setup Manual

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Manufacturer: Chance Rides Manufacturing, Inc. (CRM) 4200 W. Walker St., Wichita, Kansas, 67209; Telephone (316) 942-7411; www.chancerides.com Email sales@chancerides.com

2.02 MANUFACTURED UNIT

- A. Manufactured Unit - The tower is the primary support structure. It is stationary and is mounted to the foundation. The ride rotates around the tower. The rotating components including the main hub and sweeps are connected to a turntable-type bearing, which is mounted on top of the tower. Each figure is suspended on a pole from the crankshaft. Each crankshaft is supported by bearings located in the spreader bars between the sweeps. At the base of each figure pipe is a floor mounted pedestal in which the end of the pipe slides. The floors are suspended from the sweeps by steel floor hanger rods. Electric motors drive the sweep hub to provide the rotational movement of the carrousel. A rightangle gearbox for each row of figures is driven from a stationary gear on the bearing. This turns the crankshaft, providing the "jumping" motion of the figures, which are mounted to figure poles extending from the crankshaft to a floor-mounted pedestal. The floors are suspended from the sweeps by steel rods. A spring-applied, electrically-released brake on each motor will engage and stop the ride when electrical power is removed from the motor. Operation of the drive motors is controlled by the ride program and the ride operator.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Factory Acceptance Test - Carousel inspected at factory and all functions confirmed
- B. Site Acceptance Test - Carousel inspected at site of installation and all functioned confirmed

3.02 INSTALLATION

- A. Setup Instruction - Provided by CRM Carousel Setup Manual

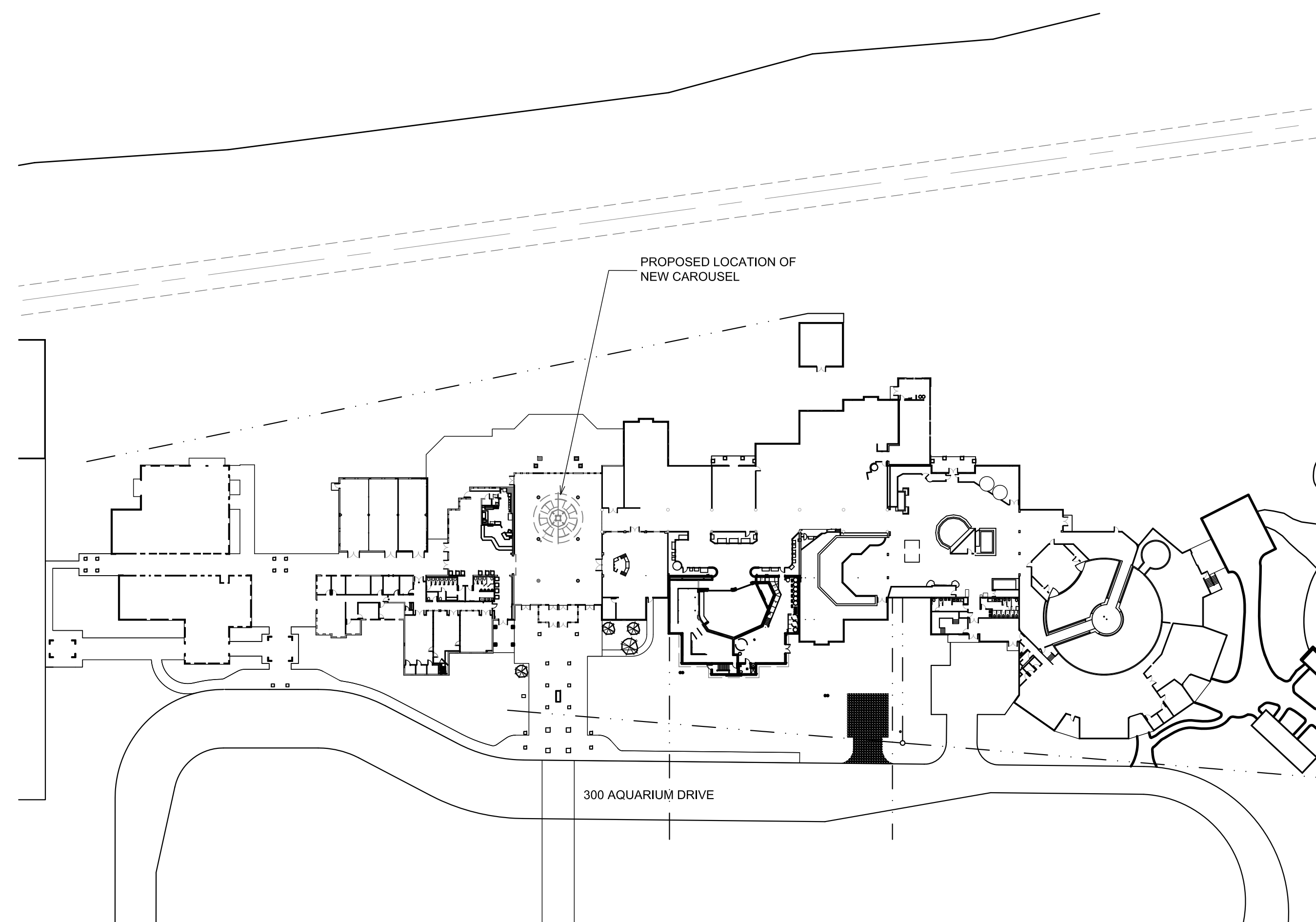
3.03 MAINTENANCE

- A. Maintenance Instructions - Provided by CRM Carousel Maintenance Manual
- B. Parts Catalog - Provided under CRM Carrousel Parts Catalog

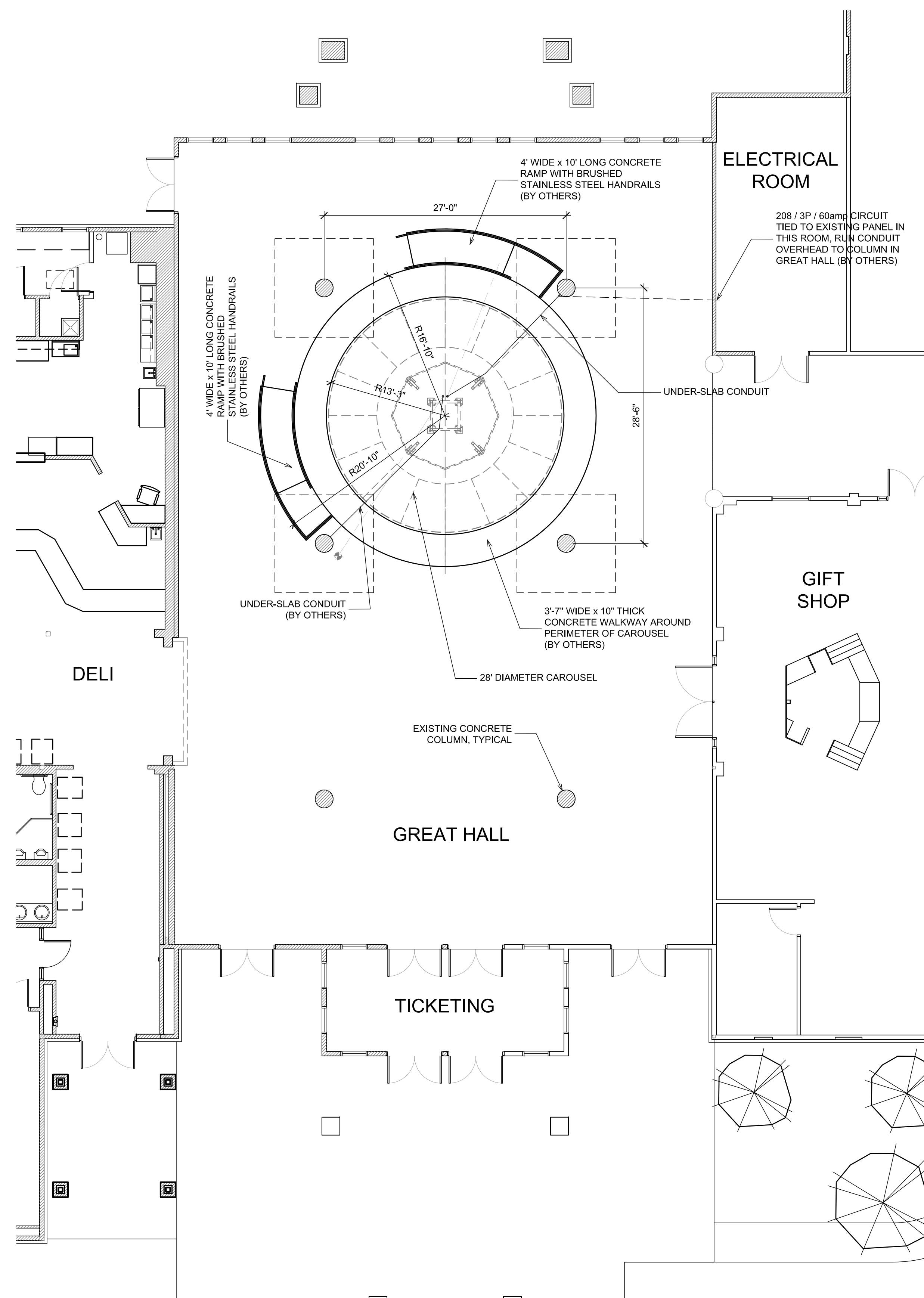
3.04 OPERATION

- A. Operating Instructions - Provided by CRM Carousel Operations Manual

END OF SECTION



1 OVERALL AQUARIUM FLOOR PLAN



2 ENLARGED FLOOR PLAN OF GREAT HALL



PROJECT NO.:	21-04100
FILE:	
ISSUE DATE:	10.19.21
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	

PROJECT TITLE: JENKS AQUARIUM AUTHORITY
OKLAHOMA AQUARIUM
CAROUSEL PROJECT
300 AQUARIUM DRIVE JENKS, OK

SHEET TITLE: CAROUSEL LOCATION PLANS

SHEET NUMBER:

A1.1

ARCHITECT



**GS HELMS
+ ASSOCIATES**

ph: 918.298.7257
wb: qshelms.com

#	REVISION	DATE
0	CONST. DOCS.	10.19.21



ADDENDUM

TO: ALL OFFICIAL PLAN HOLDERS

ADDENDUM NUMBER: ONE

PROJECT: Oklahoma Aquarium
Carousel Project
300 Aquarium Drive
Jenks, OK 74037

PROJECT NUMBER: 21-04100

DATE: 11.05.21



The following are modifications and / or clarifications to the Bidding Documents dated 10.19.21. This addendum forms a part of the Contract Documents and is subject to all Contract requirements as if included in original documents. Failure to acknowledge receipt of this addendum on the Bid Form may subject Bidder to disqualification.

1.1 CHANGES / CLARIFICATIONS TO BIDDING DOCUMENTS

- A. Section 00100 – Solicitation and Notice for Bids:
 - 1. **Revise Bid Date to be Friday, November 12, 2021 at 2:00pm.** Bidding location shall remain unchanged.
 - 2. Delete references to required Bid Bond, Payment Bond, Performance Bond and Warranty Bond. This project is for providing and installing equipment only, and as such, does not require the previously specified bonds.
- B. Section 00210 – Bid Bond: Delete this Section in its entirety.
- C. Section 00410 – Performance Bond: Delete this Section in its entirety.
- D. Section 00420 – Maintenance Bond: Delete this Section in its entirety.
- E. Section 00430 – Statutory Payment Bond: Delete this Section in its entirety.

END OF ADDENDUM

SECTION 00200**BID FORM**

PROJECT IDENTIFICATION: **OKLAHOMA AQUARIUM
CAROUSEL PROJECT
JENKS, OK**

THIS BID IS SUBMITTED TO: JENKS AQUARIUM AUTHORITY
211 NORTH ELM
P.O. BOX 2007
JENKS, OK 74037

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract documents for the Contract Price and within the Contract time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid acceptance period is sixty (60) calendar days following the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract documents within five (5) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Contract Documents and of the following addenda:

Addendum Number

Date

ONE

11.05.21

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees that the Work will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages of \$500.00 for each consecutive calendar day in the event of failure to complete the project within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____,
- B. Statement of Bidder's Qualification, Section 00230; and
- C. All forms listed in Instructions to Bidders, and Section 00110.

6. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in General Conditions.



ADDENDUM

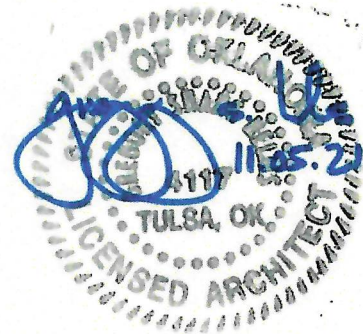
TO: ALL OFFICIAL PLAN HOLDERS

ADDENDUM NUMBER: ONE

PROJECT: Oklahoma Aquarium
Carousel Project
300 Aquarium Drive
Jenks, OK 74037

PROJECT NUMBER: 21-04100

DATE: 11.05.21



The following are modifications and / or clarifications to the Bidding Documents dated 10.19.21. This addendum forms a part of the Contract Documents and is subject to all Contract requirements as if included in original documents. Failure to acknowledge receipt of this addendum on the Bid Form may subject Bidder to disqualification.

1.1 CHANGES / CLARIFICATIONS TO BIDDING DOCUMENTS

- A. Section 00100 – Solicitation and Notice for Bids:
 - 1. **Revise Bid Date to be Friday, November 12, 2021 at 2:00pm.** Bidding location shall remain unchanged.
 - 2. Delete references to required Bid Bond, Payment Bond, Performance Bond and Warranty Bond. This project is for providing and installing equipment only, and as such, does not require the previously specified bonds.
- B. Section 00210 – Bid Bond: Delete this Section in its entirety.
- C. Section 00410 – Performance Bond: Delete this Section in its entirety.
- D. Section 00420 – Maintenance Bond: Delete this Section in its entirety.
- E. Section 00430 – Statutory Payment Bond: Delete this Section in its entirety.

END OF ADDENDUM

SECTION 00110**REQUIREMENTS FOR BIDDERS**

In accordance with State Law, the following documents must be included in each Bid Proposal packet submitted for consideration. Failure to submit all of the items called for may render the bid proposals incomplete, thus eliminating the bidder from further consideration. They are:

1. Bid - Section 00200
2. Proposal Guaranty in the amount of five percent (5%) of the total bid - Section 00210
3. Bid Affidavits - Section 00220
4. Statement of Bidder's Qualifications - Section 00230
5. Certificate of Non-Discrimination - Section 00240
6. Certificate of Employment Status Compliance – Section 00250

BID PROPOSAL**PROJECT IDENTIFICATION: OKLAHOMA AQUARIUM – CAROUSEL PROJECT**

Bidder shall identify the Base Bid where indicated below.

BASE BID AMOUNT:

\$ 594,800.00 per attached Proposal.

CALENDAR DAYS TO COMPLETE:

252 days from receipt of
Notice to Proceed AND

SUBMITTED ON 11/05, 2021

BY:

Jay Aguilar VP

50% Deposit per attached Proposal

COMPANY: CNANCE RIDES MANUFACTURING, INC.

IF BIDDER IS:An Individual

By:

(Individual's Name)

(SEAL)

doing business as

Business address

Phone No.:

A Partnership

By:

(Firm Name)

(SEAL)

(General Partner)

Business address:

Phone No.:

A Corporation

By:

CHANCE RIDES MANUFACTURING, INC.

(Corporation Name)

KANSAS

(State of Incorporation)

Jay Aguilar

(Name of Person Authorized to Sign)

VP OF SALES

(Title)

(Corporate Seal)

Attest:

Business address:

JEFF A. ROTH SEC/TRES

(Secretary)

4219 IRVING ST.WICHITA, KS 67209316-942-7411

Phone No.:

A Joint Venture

By:

(Name)

(Address)

By:

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)



28' Carousel Proposal



PREPARED FOR:



November 8, 2021

Pricing Summary

QTY.	Description	Price	Ext. Price
1	Base Price 28' Carousel	\$375,000	\$375,000
OPTIONS			
18	Wildlife Figure Upgrade (Aquatic)	\$7,800	\$140,400
1	Wheelchair Access Chariot Upgrade	\$8,800	\$8,800
1	Lighted Ceiling Installation (Americana or Victorian Style)	\$26,200	\$26,200
1	Decorative Crown-Lighted	\$8,500	\$8,500
SERVICE PACKAGES			
1	Value Package (Includes recommended spare parts, 2-year warranty, and delivery)	\$17,900	\$17,900
1	Installation	\$18,000	\$18,000
		Total	\$594,800

Payment Terms

50% Deposit

15% 60 days after order is placed

15% 120 days after order is placed

15% 180 days after order is placed

5% Due upon installation and commissioning

Delivery Date:

36 Weeks after order is placed, and deposit is received.

OFFER DETAILS

Product

This proposal is for the 28-foot carousel ride by Chance Rides. The 28-foot carousel is designed and manufactured to meet applicable amusement ride standards ASTM, effective at the date of manufacture.

Value Package & Extended Warranty

The value package includes recommended spare parts package, delivery and a 2-year warranty. The warranty covers all non-consumable system components commencing on the first day of delivery.

Site Commissioning

Chance Rides will provide installation to ensure the Carousel is installed and commissioned per our specifications. Additionally, Chance will provide operations and maintenance training to qualified staff members after successful commissioning.

Chance Carousel Advantages

Having manufactured more than 5,000 amusement rides over the last 59 years, Chance Rides has the experience and expertise to provide you with a safe and reliable attraction for your venue. As you set out to purchase your carousel, please take into consideration the following features.

1. Fiberglass figures

Traditionally carousel horses and figures were hand carved from wood. Over time those wooden figures begin to warp and split due to the unstable nature of wood. Fiberglass figures do not warp or split and have a much harder surface to resist dents. Also, make sure the fiberglass figures are finished with a high-quality clear coat which will provide protection from scuffs and scratches, as well as the sun's harmful UV rays.

2. Electric variable speed drive

Older carousels were previously powered by hydraulic motors which will leak oil and created maintenance headaches for their owners. To prevent such maintenance problems a carousel should be powered by electric AC motors which are much cleaner and easier to maintain while offering a much smoother and safer ride with their variable speed.

3. Greaseless bearings

The overhead crankshaft bearings are not an area where you want to add grease which could then spill onto your patrons. Instead opt for Nylatron® greaseless bearings which require no lubrication and eliminate any potential for oil falling onto your carousel patrons or creating a slip hazard on the floor.

TECHNICAL SPECIFICATIONS

Seating

Number of Seats standard 18 Fantasy horses (2 abreast) and 1 chariot

Maximum number of passengers per seat:

Horses 1 adult or 1 child

Chariot 4 adult or 6 children

Average passenger weight per seat:

Horses 170lbs. (77kg)

Chariot 680lbs. (308kg)

Maximum total number of passengers.....22 adults and 18 children

Maximum total passenger weight..... 5,520 lbs. (2,504 kg)

Minimum Passenger Height.....42in. (107cm)

(unaccompanied by adult)

Loadingall passengers simultaneously

Maximum unbalance..... 6 adults (1,020 lbs. / 463 kg)

Performance

Direction of Travel Counterclockwise

Ride speed 5 RPM

Ride Duration (Maximum) 2.5 min.

Ride Duration (recommended) 2 Min.

Maximum Wind Speed (Operating) 35 MPH

Maximum Wind Speed (Static) 60 MPH

Maximum Ride Weight (Empty)

With aluminum floors 13,500 LBS (6,123 kg)

Power Requirements

Total 16 KW

Drive 4 KW

Lights 12 KW

Min./Max. voltage 208/230 volt, 3 phase, 60 Hz

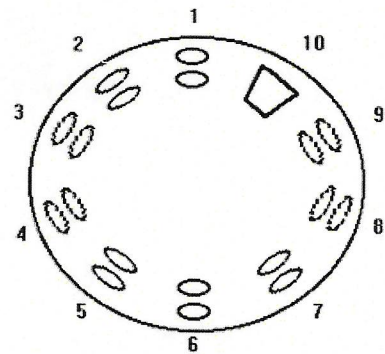
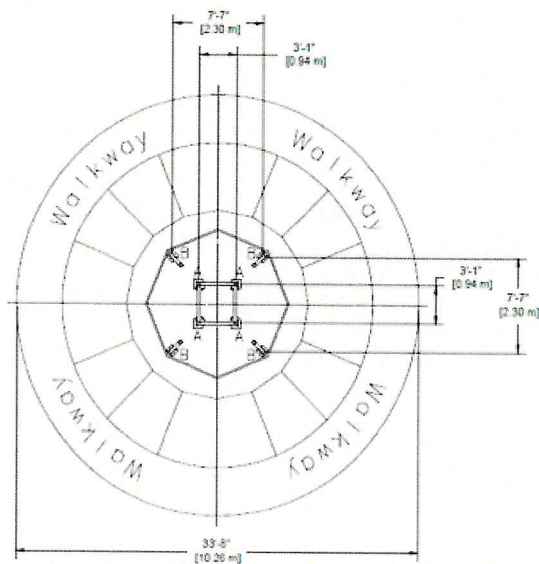
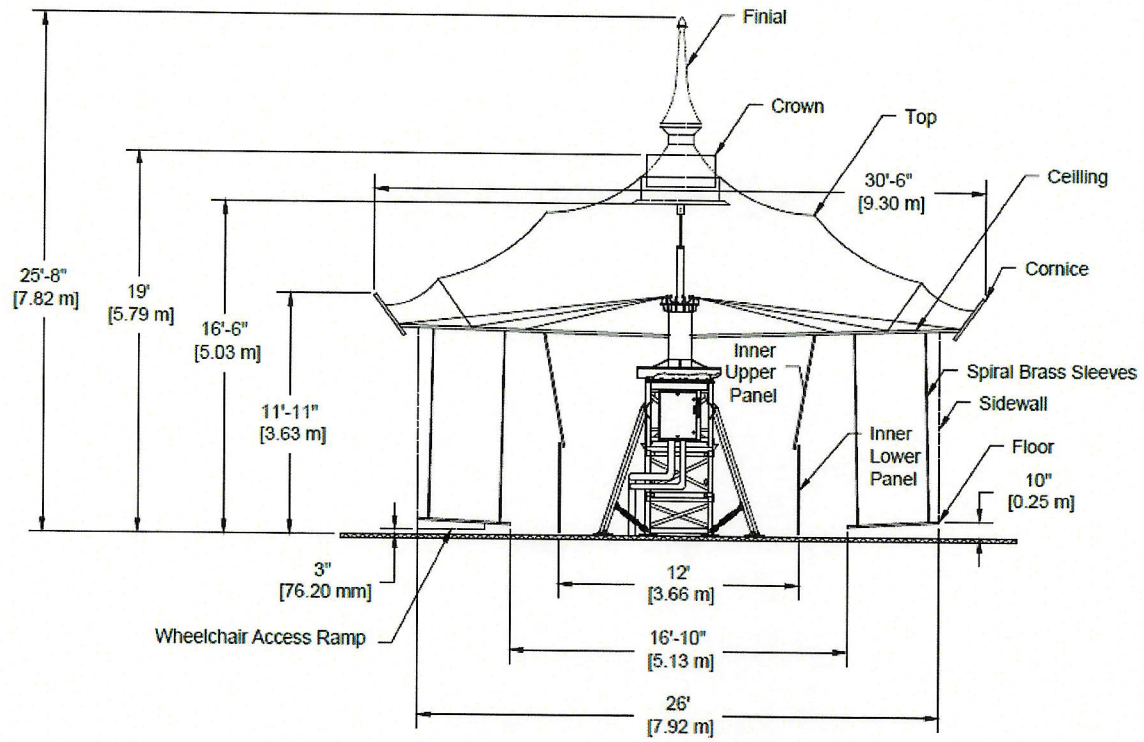
Drive

Type Variable speed electric

Motor type 230/460 volt, 3 phase, 60 Hz

Number of Motors 1

Horsepower Rating 5

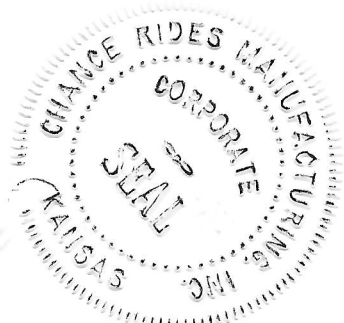


**ACTION OF THE BOARD OF DIRECTORS OF
CHANCE RIDES MANUFACTURING, INC.**

The undersigned Secretary of Chance Rides Manufacturing, Inc. (the "Corporation") hereby certifies that the following resolution was duly adopted by the Corporation on September 14, 2021, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that Jay Luis Aguilar, VP of Sales and Marketing of the Corporation: Chance Rides manufacturing, Inc.

be and hereby is authorized to execute from time to time, on behalf of the Corporation, confidentiality agreements, contracts of sale, purchase agreements and any such sales agreements deemed to be advisable for the sale of the Corporation's products, such authorization to be conclusively evidenced by the above signature thereto.



ATTEST:

Jeff A. Roach
Secretary
9/14/2021
Date

Jeff A. Roach
Secretary
11/05/2021
Date

SECTION 00220

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. NONCOLLUSION AFFIDAVIT

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Jay Aguilar, VP

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the JENKS AQUARIUM AUTHORITY/JENKS Public Works Authority (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn to before me this 4th day of November, 2021.

Marsha A. Dean

Notary Public

My Commission Expires:

10/27/2022

My Commission Number is:

1153894

B. BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Jay Aguilar, VP

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

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

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

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

Subscribed and sworn to before me this 4th day of November, 2021.

Marsha A. Dean

Notary Public

My Commission Expires:

10/27/2022

My Commission Number is:

1153894

SECTION 00230
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: CHANCE RIDES MANUFACTURING, INC.
2. Permanent main office address: 4219 IRVING ST. WICHITA, KS 67209
3. When organized: 11/09/2001 (FOLLOWING CHANCE CO. FROM 1961)
4. If a corporation, where incorporated: STATE OF KANSAS
5. How many years have you been engaged in the contracting business under your present trade name? CHANCE SINCE 1961
CRM SINCE 2001
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Use a separate sheet if needed.

SEE ATTACHED

7. General character of work performed by your company: AMUSEMENT RIDE MANUFACTURING
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a contract? NO
10. List three (3) similar projects recently completed by your company, and the month and year completed. Include names and telephone numbers of these clients and any current steel material and labor subcontractors. Use separate sheet if needed.
SEPT 2021 HIGH POINT UNIVERSITY 36' DOUBLE DECK CARROUSEL
SEPT 2021 SEA WORLD SAN DIEGO 36' CARROUSEL NAMES UPON
AUG 2019 ST. LOUIS UNION STATION 36' CARROUSEL REQUEST.
11. Background and experience of the principal members of your organization, including officers:
RICHARD G. CHANCE CEO (1985 ONWARD) GO TO WWW.CHANCE
AARON M. LANDRUM PRES (2017 ONWARD) RIDES.COM / LEADERS
JEFF A ROTH VP & SEC/TRES (1994 ONWARD) MANAGEMENT TRAI
12. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the JENKS AQUARIUM AUTHORITY in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at

this 5 day of NOVEMBER, 2021.

CHANCE RIDES MANUFACTURING, INC
 Name of Bidder Jay Aguilar
 By: Vp of SALES
 Title:

Customer	Product	Est. Deliver
Sea World - Orlando	Sesame Carousel Theming - 50'	Dec-21
Discovery Science Foundation	36' Carousel	Apr-22
NDA - Confidential	50' Carousel Design Phase	Sep-21
NDA - Confidential	50' Carousel Production	Feb-23
NDA - Confidential	50' Carousel Production Retainage	Feb-23
NDA - Confidential	50' Carousel Installation (NTE \$97,064)	Feb-23
City of Gadsden	eCPH (2+8)	Jan-22
NDA - Confidential	GT-X Coaster - LSM Engineering	Dec-21
NDA - Confidential	GT-X Coaster - P1 Engineering	Dec-21
NDA - Confidential	GT-X Coaster - Theming	Dec-21
NDA - Confidential	Family Coaster	Aug-22
NDA - Confidential	Family Coaster - P1 Engineering	Dec-21
NDA - Confidential	Family Coaster - P2 Engineering	Dec-21
NDA - Confidential	Family Coaster - Theming	Dec-21
NDA - Confidential	Family Coaster - Material/Controls	Dec-21
NDA - Confidential	Custom eCPH (1+1)	Sep-22
NDA - Confidential	eCPH - Custom Eng/Theming	Dec-21
NDA - Confidential	TramStar - Materials	Dec-21
Sedgwick County Zoo	Electric CPH Train (2+8)	Mar-22
BRECs	eCPH (1+0)	Dec-21
Landry's - Galveston	GW Refurb	Mar-22
Birmingham Zoo	eCPH (1+4)	Jan-22
Trader's Village	Yo Yo	May-22
Trader's Village	36' Carousel	May-22
Hattiesburg Zoo	Electric CPH Train (1+4)	Mar-22
Riverbank Zoo & BG (Spec. Veh)	Tramstar (1+2)	Jun-22
North Carolina Zoo	Sunliner II (2x 1+2)	Jun-22

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

JAY AGUILAR, being duly sworn, deposes and says that (s)he is VP of CHANCE RIDES MANFG., INC., and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4th day of November, 2021.



Maisha A. Dean
Notary Public

My Commission Expires: 10/27/2022

My Commission Number is: 1153894

SECTION 00240**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of work under this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The CONTRACTOR shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the JENKS AQUARIUM AUTHORITY setting forth provisions in this section.
- B. In the event of the CONTRACTOR's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the JENKS AQUARIUM AUTHORITY. The CONTRACTOR may be declared by the JENKS AQUARIUM AUTHORITY ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- C. The CONTRACTOR agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

CRM By Jay Aguilan VP
Contractor

ATTEST:

Jay A Roth
Secretary
11/05/2021
Date

SECTION 00250

CERTIFICATE OF EMPLOYMENT STATUS COMPLIANCE

CERTIFICATE OF COMPLIANCE WITH THE STATUS VERIFICATION SYSTEM FOR EMPLOYEES OF
CONTRACTOR AND EMPLOYEES OF SUBCONTRACTORS USED BY CONTRACTOR

That Title 25 Oklahoma Statutes Section 1313 B. (as enacted by Oklahoma House Bill 1804 effective November 1, 2007) provides that after July 1, 2008, no public employer (City of Jenks or its related public trusts) "shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees".

That as a condition of the award of the contract to CHANCE RIDES MANUFACTURING, INC.

(name of bidding entity hereinafter referred to as "contractor") for the following project

OKLAHOMA AQUARIUM CAROUSEL PROJECT

said contractor represents and warrants that it has used the Status Verification System to verify the work eligibility status (i.e. not an unauthorized alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code) of all of its employees hired since July 1, 2008, that will perform under the contract and has verified (or will within 10 days of bid award and prior to Notice to Proceed) that any subcontractors that it will use have also verified the work eligibility status of its employees that it has hired since July 1, 2008, that it will use in performing services under the above contract.

Dated this 5 day of NOVEMBER, 2021.

CHANCE RIDES MANUFACTURING, INC.

(name of contractor)

Witness:



By:

Jay Aguilar, VP

(title)

**POINT OF CONTACT FOR COMMUNICATIONS
REGARDING THE BID:**

Jeff A. Roth

VP and Sec/Tres.

Chance Rides Manufacturing, Inc.

4219 Irving St.

Wichita, KS 67209

Cell: 316-841-5488

Email: jeff.roth@chancerides.com

OKLAHOMA AQUARIUM CAROUSEL PROJECT

BID TABULATION

NOVEMBER 12, 2021
2:00 P.M.

BIDDER	CHANGE RIDES	CAROUSEL WORKS			
BASE BID	594,800				
CALENDAR DAYS TO COMPLETE BASE BID	252				
ACKNOWLEDGE RECEIPT OF ADDENDUM ONE	✓				
BID AFFIDAVITS	✓				
BIDDERS QUALIFICATIONS	✓				
CERTIFICATE OF NON-DISCRIMINATION	✓				
CERTIFICATE OF EMPLOYMENT STATUS COMPLIANCE	✓				

Resolution No. 80

A RESOLUTION OF THE TRUSTEES OF THE JENKS AQUARIUM AUTHORITY OF THE CITY OF JENKS, OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF JENKS AQUARIUM AUTHORITY OF THE CITY OF JENKS, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2022.

WHEREAS, the Jenks Aquarium Authority has unexpected expenditures which have not been appropriated in the budget for fiscal year 2021-2022; and

WHEREAS, the Jenks Aquarium Authority has unexpended unencumbered cash balances on hand for the fiscal year 2021-2022; and

WHEREAS, the Jenks Aquarium Authority is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget;

NOW THEREFORE BE IT RESOLVED by the Trustees for the Jenks Aquarium Authority that the following supplemental appropriations be made:

JAA OPERATING (FUND 90)

Revenue: Fund Balance	\$ 595,000.00
Expenditure: 90-923-5392	\$ 595,000.00
(JAA Operating Fund - Capital Items - Building and Improvements)	

PASSED BY THE TRUSTEES OF THE JENKS AQUARIUM AUTHORITY of the City of Jenks, Oklahoma, and signed by the Chairman this 21st day of December 2021.

Chair

Attest:

Brandon Macy, Authority Secretary

Approved as to form:

Teresa Nowlin, Authority Attorney



MEMORANDUM

DATE: December 21, 2021
TO: JENKS CITY COUNCIL AND MEMBERS OF JAA
FROM: KENNY ALEXOPOULOS, CHIEF OPERATING OFFICER
RE: FACILITY AND STAFF UPDATES

Dear Jenks City Council and Members of JAA,

Ticket sales and revenue has remained strong through the holidays. Our quarterly revenue is up around 45% from 2020 and 30% from 2019. Ticket sales and attendance have also significantly increased. Below are some highlights from the last month.

- Our new Amazing Invertebrates gallery is now open and has been well received by our visitors. The staff appreciated the turnout for the ribbon cutting and all Mayor Box's kind words.
- We have purchased an ocean themed bounce house to be used during our public events and as an option for birthday parties and private events.
- We are working with a new company to provide upgraded, ocean themed arcade games and kiddie rides.
- Schools have started booking fieldtrips under the funding from the Opportunity Project. We expect many more are to follow.
- We are now the official sponsor of the Drillers Wi-Fi at Driller's Stadium. We will be the contacts that opt-in to receive offers from us.
- We are working on rolling out a text message program to reach hundreds of visitors with promotional campaigns and coming events.
- The Gathering Place has invited us out for a touch tank experience as part of an upcoming exhibit on nature & conservation.
Our first Tis the SEASON holiday event takes place on December 18th and will include gingerbread house and cookie decorating, Santa Clause, German clog dancers and mermaids.

Thank you,
Kenny Alexopoulos, Chief Operating Officer