



PORT MUSKOGEE
SUCCESS FLOWS FROM MUSKOGEE

Addendum No. 3

Addendum Date: December 11th, 2023

Reference- Project Manual for
QUALITY LIQUID FEED EXPANSION

Project No- 153145

5201 Three Forks Road, Fort Gibson, Oklahoma 74434

By this Addendum, please be advised that the following modifications are made and included as part of the above-named bid manual dated November 2nd, 2023.

Sections: INVITATION TO BID, AGREEMENT, SUMMARY OF WORK

The scope of work for this contract has increased. In addition to the previously referenced scope, the new contract includes site grading as outlined in plan sheet CG 101, preparation of the site sub-grade per ODOT method B, the construction of erosion and sediment control measures.

Notes:

- Road and rail crossing construction in phase 2 and phase 3 are still not in the contract.
- The material for grading the site has been supplied by the Port and is currently on-site. Contractors are encouraged to visit the site before submitting their bid.

Section: BID FORM

The following two items have been added to the bid form due to the change of scope:

- Site Grading
- Subgrade, method B



MAKING OUR CLIENTS SUCCESSFUL FOR MORE THAN 100 YEARS

RETURN THIS PAGE, COMPLETED AND SIGNED, WITH YOUR BID:

OFFEROR ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 3.

Name of the Bidder/Offeror

Authorized Signature

Date



MAKING OUR CLIENTS SUCCESSFUL FOR MORE THAN 100 YEARS

DOCUMENT 00 11 16 – INVITATION TO BID

Project Name: Quality Liquid Feed Expansion
Date: 12/11/2023

DESCRIPTION OF WORK OF THIS CONTRACT

You are invited to bid on a general contract. The Contract provides for installation of sanitary sewer and water service for future building development, installation of stormwater drainage for existing site, site grading as outlined in plan sheet CG 101, preparation of the site subgrade per ODOT method B, and the construction of erosion and sediment control measures. Road and rail crossing construction in phase 2 and phase 3 are still not in the contract. The material for grading the site has been supplied by the Port and is currently on-site.

BID INFORMATION

Bids will be received by The Port Muskogee Authority until 5:00 pm., local time, Friday, December 15th, 2023. Bids received after this time will not be accepted. Bids will be received at the following location:

Muskogee City County Port Authority
Three Forks Harbor
5201 Three Forks Road, Fort Gibson, OK, 74434.

Copies of the Bid Documents, including the drawings and specifications containing the information necessary for bidding, may be obtained for bidding purposes on the [Port Muskogee](#) website.

Bids will be received on a unit price basis.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

Bids received from Bidders who are not recorded by Owner as having received the Bid Documents will not be opened.

Prequalification of Bidders will not be required. The owner will evaluate Bidders in accordance with the Instructions to Bidders.

Bid security in the form of a certified or bank cashier's check or a Bid Bond in the amount of 5% of total Bid price shall accompany each Bid in accordance with the Instructions to Bidders.

Bids shall be in accordance with the Bid Documents.

The bids will be opened publicly and read aloud beginning at 2:00 P.M., on December 18th, at the Port Authority Office 5201 Three Forks Road, Fort Gibson, OK, 74434.

COMPLETION

Completion time shall be as follows:

The Work shall be Substantially Completed within ninety (90) calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for

SECTION 00 11 16 – INVITATION TO BID: continued

final payment in accordance with the GENERAL CONDITIONS within one hundred and twenty (120) calendar days after the date when the Contract Times commence to run.

Areas to be Substantially Complete by date stated above include all work indicated in the Contract Documents.

OWNER'S RIGHT TO REJECT

The Owner reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

OWNER

Muskogee City County Port Authority

By: Kimbra Scott

Title Port Director

END OF DOCUMENT 00 11 16

DOCUMENT 00 40 00 – BID FORM

Project Name: Quality Liquid Feed Expansion
BID TO:
Owner: The Muskogee City-County Port Authority
5201 Three Forks Road
Fort Gibson, Oklahoma 74434

BID FROM:
Bidder: _____

ARTICLE 1 - BIDDER'S INTENT

1.01 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 perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
_____	_____
_____	_____
_____	_____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.

DOCUMENT 00 40 00 – BID FORM: continued

- Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied or assumes responsibility for having done so all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
 - G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - K. 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 itself any advantage over any other Bidder or over Owner.

ARTICLE 4 - BID PRICE

- 4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM ESTIMATED NO.	QUANTITY		ITEM DESCRIPTION & UNIT BID PRICE (written in words)	UNIT BID PRICE (figures)	TOTAL AMOUNT
2023 Quality Liquid Feed Expansion Phase 1					
1	1	LS	Construction Contingency (Not to exceed 10% of Total Amount of Construction Cost Excluding Construction Contungency Cost) complete in place		
					dollars &
					cents per LUMP SUM.
2	1	LS	Mobilization (Not to exceed 6% of Total Amount of Construction Cost Excluding Construction Contungency Cost) complete in place		
					dollars &
					cents per LUMP SUM.
3	1	LS	Stormwater management complete in place		
					dollars &
					cents per LUMP SUM.
3	1	LS	Construction Management (Not to exceed 10% of Total Amount of Construction Cost) complete in place		
					dollars &
					cents per LUMP SUM.
4	1	LS	Payment and Performance Bond (Not to exceed 2% of Total Amount of Construction Cost) complete in place		
					dollars &
					cents per LUMP SUM.
5	1	LS	Builders Risk Insurance (Not to exceed 0.2% of Total Amount of Construction Cost) complete in place		
					dollars &
					cents per LUMP SUM.
6	1	LS	Construction Fee (Not to exceed 10% of Total Amount of Construction Cost) complete in place		
					dollars &
					cents per LUMP SUM.
7	128	LF	Remove Existing 24" Diameter Pipe complete in place		
					dollars &
					cents per LINEAR FOOT.
8	2,296	SY	Remove and Replace Gravel Paving complete in place		
					dollars &
					cents per SQUARE YARD.
9	354,513	SF	Land Grading complete in place		
					dollars &
					cents per SQUARE FOOT.
10	3,281	SY	Subgrade, Method B complete in place		
					dollars &
					cents per SQUARE YARD.

ITEM ESTIMATED		ITEM DESCRIPTION & UNIT BID PRICE		UNIT BID	TOTAL
NO.	QUANTITY		(written in words)	PRICE (figures)	AMOUNT
11	239	LF	24" Diameter R.C.Pipe Class III complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
12	122	LF	18" Diameter R.C.Pipe Class III complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
13	4	EA	24" Culvert End Section complete in place	_____ dollars & _____ cents per EACH.	
14	140	LF	24" Diameter HDPE complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
15	4	EA	Type A4 Sloped Concrete End Section complete in place	_____ dollars & _____ cents per EACH.	
16	2	EA	Type B4 Sloped Concrete End Section complete in place	_____ dollars & _____ cents per EACH.	
17	2	EA	Drop Inlet complete in place	_____ dollars & _____ cents per EACH.	
18	1,218	CY	Pipe Bedding, Class B complete in place	_____ dollars & _____ cents per CUBIC YARD.	
19	2,830	CY	Earthwork for Trench Backfill complete in place	_____ dollars & _____ cents per CUBIC YARD.	
19	3	EA	48" Diameter Sanitary Sewer Manhole complete in place	_____ dollars & _____ cents per EACH.	
20	840	LF	8" Diameter PVC Sanitary Line complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
21	517	LF	6" Diameter PVC Sanitary Line complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
22	7	EA	Sanitary Cleanout complete in place	_____ dollars & _____ cents per EACH.	

ITEM ESTIMATED		ITEM DESCRIPTION & UNIT BID PRICE		UNIT BID	TOTAL
NO.	QUANTITY		(written in words)	PRICE (figures)	AMOUNT
23	1	EA	Sanitary Sewer Connections to existing complete in place		
				dollars &	
				cents per EACH.	
24	4	EA	Fire Hydrant complete in place		
				dollars &	
				cents per EACH.	
25	2,487	LF	8" Diameter HDPE complete in place		
				dollars &	
				cents per LINEAR FOOT.	
26	132	LF	4" Diameter HDPE complete in place		
				dollars &	
				cents per LINEAR FOOT.	
27	108	LF	6" Diameter Ductile Iron Pipe complete in place		
				dollars &	
				cents per LINEAR FOOT.	
28	1	EA	4" Gate Valve complete in place		
				dollars &	
				cents per EACH.	
29	4	EA	6" Gate Valve complete in place		
				dollars &	
				cents per EACH.	
30	2	EA	8" Gate Valve complete in place		
				dollars &	
				cents per EACH.	
31	1	EA	14"x8" Tapping Sleeve and Valve complete in place		
				dollars &	
				cents per EACH.	
32	1	EA	8"x8"x8" Tee connection complete in place		
				dollars &	
				cents per EACH.	
33	5	EA	8"x8"x6" Tee connection complete in place		
				dollars &	
				cents per EACH.	
34	1	EA	8"x8"x4" Tee connection complete in place		
				dollars &	
				cents per EACH.	
35	1	EA	4" Diameter 11.25° Fitting complete in place		
				dollars &	
				cents per EACH.	

ITEM ESTIMATED NO.	QUANTITY	EA	ITEM DESCRIPTION & UNIT BID PRICE (written in words)	UNIT BID PRICE (figures)	TOTAL AMOUNT
36	1	EA	8" Diameter 45° Fitting complete in place	_____ dollars & _____ cents per EACH.	
37	12	EA	Bollard complete in place	_____ dollars & _____ cents per EACH.	
38	60	SY	Rip Rap complete in place	_____ dollars & _____ cents per SQUARE YARD.	
39	50	LF	Fiber Log complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
40	3,875	LF	Temporary Silt Fence complete in place	_____ dollars & _____ cents per LINEAR FOOT.	
41	2	EA	Construction Exit complete in place	_____ dollars & _____ cents per EACH.	
TOTAL BID				_____ dollars & _____ cents	_____

ACKNOWLEDGEMENT OF ADDENDUM

Bidder hereby acknowledges receipt of the following addendum:

_____	_____
_____	_____
_____	_____
_____	_____

DOCUMENT 00 40 00 – BID FORM: continued

Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be completed within the following time(s):
- A. The Work shall be Substantially Completed within ninety (90) calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within one hundred and twenty (120) calendar days after the date when the Contract Times commence to run.
 - B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond in the amount of 5% of the total Bid price.
 - B. Required Bidder's Qualification Statement with supporting data.
 - C. Manufacturer's data were called for in Specifications.
 - D. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Phone No. _____
FAX No. _____
e-mail address _____

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on _____, 20__.

State Contractor License No. _____ (If applicable)

DOCUMENT 00 40 00 – BID FORM: continued

Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

END OF SECTION 00 40 00

DOCUMENT 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Quality Liquid Feed Expansion

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2023 by and between The Port Muskogee 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

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contract provides for installation of sanitary sewer and water service for future building development, installation of stormwater drainage for existing site, site grading as outlined in plan sheet CG 101, preparation of the site subgrade per ODOT method B, and the construction of erosion and sediment control measures. Road and rail crossing construction in phase 2 and phase 3 are still not in the contract. The material for grading the site has been supplied by the Port and is currently on-site.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within ninety (90) calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within one hundred and twenty (120) calendar days after the date when the Contract Times commence to run.

1. The Contract is determined to be Substantially Complete when all water, sanitary sewer and storm sewer pipes shall be installed and fully functioning with all trenches backfilled and graded to the plan grade and the subgrade will be prepared and compacted per method B.

3.03 LIQUIDATED DAMAGES:

A. 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 completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring

any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Thousand dollars (\$ 5,000.00) for each day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Thousand dollars (\$ 5,000.00) for each day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 Owner agrees to pay Contract, as full and final compensation, for completion of the Work in accordance with the Contract Documents the amount based on the Unit Prices in the Bid, which is hereto attached, for the actual amount of Work performed under each pay item. Said payments will be made in lawful money of the United States at the time and in the manner set forth in the Project Documents.
- 4.02 As provided for in the Contract, bid quantities are not guaranteed, and determination of the actual quantities and classifications will be made by the OWNER as provided for in the GENERAL CONDITIONS. Unit Prices shall be subject to a change-by-Change Order if actual quantities vary more than 30% above or below bid quantities.
- 4.03 Changes, modifications, or amendments in scope, price, or fee to this Contract shall not be allowed without a Change Order, recommended by the Owner and/or Engineer and properly executed by the Owner and Contractor in advance of the change in scope, price, or fees.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the thirtieth (30th) day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
a. 90% of Work completed with the balance being retainage. If Work has been 75% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress

- payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
- b. 90% with the balance being retainage of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
- 5.03 FINAL PAYMENT:
- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST – NOT APPLICABLE

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and

DOCUMENT 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

- all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 6. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof.
 - 7. Addenda numbers 1 to 4, inclusive.
 - 8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. 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, moneys that may become due and moneys 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.

9.03 SUCCESSORS AND ASSIGNS:

- A. Owner and Contractor each bind himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

DOCUMENT 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR

By: _____

Title: _____

OWNER

The Port Muskogee Authority

By: _____

Title: _____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

Muskogee City County Port Authority
Three Forks Harbor
5201 Three Forks Road, Fort Gibson, OK, 74434

License No. _____
(If required by Law)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Agent for Service of process

(If required by law)

(If Contractor is a corporation, attach evidence of authority to sign.)

DOCUMENT 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR : continued

END OF SECTION 00 50 00

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section summarizes the Work covered in detail in the complete Contract Documents.
- B. Owner: The Muskogee City County Port Authority is contracting for Work described in the Contract Documents.
 - 1. Contract Identification: Quality Liquid Feed Expansion
 - 2. Work Site Location: Port Muskogee, Oklahoma
- C. Engineer: The Contract Documents were prepared by Burns & McDonnell Engineering Company, Inc., 1317 Executive Blvd., Suite 300, Chesapeake, Virginia 23320.

1.02 PROJECT DESCRIPTION:

- A. Description of Project: Quality Liquid Feed Expansion
- B. Work Covered by Contract Documents: The Contract provides for installation of sanitary sewer and water service for future building development, installation of stormwater drainage for existing site, site grading as outlined in plan sheet CG 101, preparation of the site subgrade per ODOT method B, and the construction of erosion and sediment control measures. Road and rail crossing construction in phase 2 and phase 3 are still not in the contract. The material for grading the site has been supplied by the Port and is currently on-site.

1.03 CONTRACTOR'S USE OF PREMISES:

- A. Limited Use:
 - 1. Limit use of the premises for storage and execution of the Work to allow for work by other contractors and for Owner occupancy. Confine operations to areas within Contract limits indicated. Portions of Site outside the Contract limits shall not be disturbed.
 - 2. Coordinate with other separate contractors and Owner to avoid interference of operations.
 - 3. Conduct operations so as to ensure the least inconvenience to Owner and the general public.

1.04 OWNER'S USE OF PREMISES:

- A. Full Owner Occupancy: The Owner will occupy the Site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.05 WORK SEQUENCE:

- A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.
- C. Substantially Completed Areas: Owner intends to place in service, in accordance with the provisions for use of completed Work set forth in the GENERAL CONDITIONS, the completed areas or facilities as soon as they are Substantially Complete and ready for their intended use.

SECTION 01 11 00 - SUMMARY OF WORK: continued

1.06 MEASUREMENT AND PAYMENT:

- A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.

1.07 COPIES OF DOCUMENTS:

- A. Furnished Copies: No hard copies of project plans or specifications will be provided to the Contractor.

1.08 LIST OF DRAWINGS:

- A. Contract Drawings:
 - 1. Individual sheet numbers and titles are as stated on index sheet under "Contract Drawings".
- B. Reference Drawings:
 - 1. Reference Drawings included with the set of Contract Drawings are as stated on index sheet under "Reference Drawings."

1.09 PERMIT INFORMATION

- A. Contractor is required to obtain all permits for the Work.

PART 2 - PRODUCTS - NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01 11 00