

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on Monday, August 6, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report August 2018	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from July 2, 2018, and July 16, 2018 meetings. (Wendy Knight, Secretary) GUSA - 02 Jul 2018 - Minutes - Html GUSA - 16 Jul 2018 - Minutes - Html	4 - 8
2) Discussion and possible action to approve the base Contract Agreement with MSB Construction, Inc. in an amount not to exceed \$1,069,670.00; and Change Order #1, a total net project cost reduction of \$193,505.00 for the Speedy's Sanitary Sewer Lift Station Rehab Project. (Lynn Burrow, Community Development Director) GUSA Speedy's Liftstation Construction Contract Approval	9 - 62
3) Discussion and possible action to approve the proposal from BEYTCO, Inc. in an amount not to exceed \$49,850.00 for the Fern Sanitary Sewer Lift Station Rehab Project. (Lynn Burrow, Community Development Director) GUSA Fern Liftstation Rehab. Project	63 - 76
4) Discussion and possible action to purchase Kubota ZD1511-72 mowing equipment from Stewart/Martin Equipment Company for a total cost not to exceed \$16,987.14 to be paid from FY 2018/2019 Budget account No. 50-6-14-6333. (Lynn Burrow, Community Development Director) GUSA Mowing Equipment Purchase	77 - 91
E) Adjournment	

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 3, 2018 at 5:00 pm.

Signed: Wendy Knight
Secretary



Public Works Director's Report

August 6, 2018

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly Discharge Monitoring Report (DMR) to ODEQ.
- 4 sewer backups were reported last month they were all on the customers side.
- We are still waiting on the lab certification results.

Water Distribution:

- Meter reading started on July 5th and ended on July 6th.
- Rereads for July were 1
- 202 Service orders, 2 Blue tags were issued by the water billing department
- 5 new service taps and 2 leaks were repaired
- 180 Line locates were issued by call okie which brings the total for 2018 to 1554
- There were 119 turned off for none payment of which 81 paid and was turned back on the same day.

Parks and Streets:

- This time of year the crew is mainly mowing and trimming a couple of the guys will stop mowing to take care of any work orders that are called in and once complete go back to mowing and trimming. They will stop and assist on cut off day if needed.
- Street right of ways: 40 acres
- Parks: 115 acres
- Detention ponds: 15 acres
- Misc: 30 acres (Soccer Complex, WWTP, Outfall, Lift Stations etc....)
- Total Acres Mowed: 200 acres
- Except for the detention ponds and a few street right of ways the rest are mowed with 4 zero turn mowers on a weekly basis during growing season.
- The crews also make morning rounds to Black Gold Park to empty trash cans and pick up the park.
- The playground equipment in all city parks gets checked weekly for graffiti and for any repairs that may need taken care of.

MINUTES
GUSA Meeting
Monday, July 2, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lowell Peterson
Susan White
John Gonsalves
Lynn Burrow
Rick Malone
Wes Richter
Dennis Waller

STAFF ABSENT:

- A) Call to Order - Timothy Lee Fox, Chairman**
- Chairman Fox called the meeting to order at 7:11 p.m.
- B) Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman**
- Ms. White called the roll and Chairman Fox declared a quorum was present.
- C) Public Works Director Report - Wes Richter**
- Mr. Richter reported on June activities in the public works departments. He distributed a copy of the CCR Report to the Board of Trustees and reported that the report also resides on the City website.
- D) Scheduled Business**
- 1) Discussion and possible action to approve minutes from June 4, and June 18, 2018 meetings.
(Susan White, Secretary)
- Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

That, the minutes should be approved as presented.

Trustee Agee voted in favor of June 4 minutes but abstained on June 18 minutes due to her absence during the second meeting.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee		x		
Brandon Kearns	x			
Jacqueline	x			
Triplett-Lund				
	4	1	0	0

CARRIED.

- 2) Discussion and possible action to approve the First Addendum to the City Manager Employment Contract, dated September 18, 2017.
(Timothy Fox, Mayor)

Moved by Momodou Ceesay, seconded by Trish Agee

That the First Addendum to the City Manager Employment Contract should be approved as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee	x			
Brandon Kearns	x			
Jacqueline	x			
Triplett-Lund				
	5	0	0	0

CARRIED.

E) Adjournment

There being no further business the meeting was adjourned at 7:18 p.m.

MINUTES
GUSA SPECIAL MEETING
Monday, July 16, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee

COUNCIL ABSENT: Brandon Kearns
Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Dennis Waller

STAFF ABSENT:

Page

A Call to Order - Timothy Lee Fox, Chairman

- Chairman Fox called the meeting to order at 6:42 p.m.

B Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman

- Ms. White called the roll and Chairman Fox declared a quorum was present.

C Scheduled Business

- 1) Discussion and possible action to approve annual services assessment from M.e.t. and pay semi-annual invoices at a total aggregate cost not to exceed \$20,472.00 for FY 2018-2019.
(Lynn Burrow, Community Development Director)

4 - 20

Mr. Burrow recommended approval of the annual services assessment from M.e.t.

Moved by Trish Agee, seconded by Momodou Ceesay

That the annual services assessment from M.e.t. be approved for FY 2018-2019 at a cost not to exceed \$20,472.00.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee	x			
Brandon Kearns				x
Jacqueline				x
Triplett-Lund				
	3	0	0	2

CARRIED.

MET Annual Assessment

- 2) Discussion and possible action to approve a quote from Interstate Electric Corporation in an amount not to exceed \$27,347.00 for equipment replacement at wastewater treatment plant, and authorize appropriation from budget account 02-6-16-6272. 21 - 23
(Lynn Burrow, Community Development Director)

Mr. Burrow recommended the approval of the quote from Interstate Electric Corporation.

Moved by Trish Agee, seconded by Momodou Ceesay

That the quote from Interstate Electric Corporation be approved, in an amount not to exceed \$27,347.00.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou	x			
Ceesay				
Trish Agee	x			
Brandon Kearns				x
Jacqueline				x
Triplett-Lund				
	3	0	0	2

CARRIED.

Treatment Plant Equipment Repairs

D Adjournment

There being no further business, the Mayor declared the meeting adjourned at 6:55 pm.

GUSA
July 16, 2018



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: REVIEW OF BID TABULATION, NOTICE OF INTENT TO AWARD,
CONTRACT AGREEMENT, AND CHANGE ORDER NO. 1 COVERING
THE SPEEDY'S SANITARY SEWER LIFT STATION REHAB. PROJECT**

DATE: AUGUST 6, 2018

BACKGROUND

This item is for Board review and action regarding the results of the advertisement for bid and bids received pertaining to the Speedy's Sanitary Sewer Liftstation Rehab Project. The project was placed out to bid June 21st and publicly advertised June 21st and June 28th, 2018. A Pre-Bid coordination meeting was held July 2nd, 2018 and contract bids received, accepted, and publicly read on July 13, 2018. The attached Bid Tabulation lists the break down on the three construction bids that were received on the project as compared to the original Engineer's Estimate of Cost. As listed on the Bid Tabulation, MSB Construction, Inc., located in Oologah, Oklahoma, is the low bidder on the project with a total bid price of \$1,069,670.00. Their bid included the three Bid Addendums issued during the bid period and included the required Bid Bond for the total amount of the bid. After extensive conversations and post-bid meetings with MSB and the project engineer, it was determined that the main difference between the pre-bid Engineers Estimate of Cost and the bid received from MSB was the fact that the original Engineer's Estimate was based on open cutting the forcemain street crossings as opposed to the large diameter bores specified on the construction documents. Generally, the street bores significantly increased the overall project cost. As a result, the Engineer has requested and prepared a proposed Contract Change Order to remove the bores at the street crossings and go to open trench street cuts. As specified in the attached Change Order No. 1, a net savings of \$193,505 will be accomplished with this modification. Note that some amount of the proposed savings would be used to re-surface Broadway Avenue with an asphalt overlay in the area between 141st Street and 146th Street impacted by the open-cut street crossings.

The attached construction contract documents cover the scope of work specified in the original bid by MSB Construction, Inc. - including the required Payment, Performance, and Maintenance Bonds as well as the required insurance coverages. The package also includes the Notice of Award and the proposed Change Order No. 1 covering the \$193,505. cost reduction. It should be noted that Change Order No. 1 will not be in effect until after the original base contract has been approved and executed by the GUSA Board. Upon the final execution of the base agreement, the Change Order will then become effective and will officially apply the cost reduction to the original contract amount.

Funding for this project will be partially from remaining funds in a certain Capital Improvements Bond that was approved and established previously for this type of infrastructure improvement. The remaining fund amount available from this Capital Improvement Bond is approximately \$650,000. The balance of funding necessary to cover the contacted work (approximately 419,000) will be from allocations established within the GUSA Capital Improvements account approved in FY 2018/2019 Annual Budget.

Staff Recommendation

Staff Recommends approval of the base Contract Agreement with MSB Construction, Inc. having a total price not to exceed \$1,069,670.00. Staff also recommends Board approval of the proposed Change-Order No. 1 which will yield a total net project cost reduction of \$193,505.00 and to authorize the Chairman to execute both documents accordingly.

Attachments:

- A. Bid Tabulation
- B. Contract Agreement
- C. Change Order No. 1

BID TABULATION

JOB: Speedy's Lift Station and Force Main Improvements
DESCRIPTION:
JOB NO.: 17404700
DATE: 7/13/2018

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	ENGINEER		GOINS ENTERPRISES, INC		MSB CONSTRUCTION, INC.		MCGUIRE BROTHERS CONSTRUCTION, INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	Furnish and Install 3 Pumps	1	L.S.	\$ 220,000.00	\$ 220,000.00	\$ 190,000.00	\$ 190,000.00	\$ 250,000.00	\$ 250,000.00	\$ 245,000.00	\$ 245,000.00
2.0	Furnish and Install Wet Well Pump	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00	\$ 90,000.00	\$ 70,000.00	\$ 70,000.00	\$ 96,000.00	\$ 96,000.00
3.0	Furnish and Install 3-Coat Epoxy System to Wet Wells and Valve Vault	1	L.S.	\$ 31,500.00	\$ 31,500.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
4.0	Furnish and Install Electrical Components and Wiring	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,800.00	\$ 55,800.00
5.0	Furnish and Install Control Components	1	L.S.	\$ 32,500.00	\$ 32,500.00	\$ 56,000.00	\$ 56,000.00	\$ 65,000.00	\$ 65,000.00	\$ 60,000.00	\$ 60,000.00
6.0	Furnish and Install Emergency Backup Generator, complete and in place	1	L.S.	\$ 75,000.00	\$ 75,000.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 61,000.00	\$ 61,000.00
7.0	Furnish and Install Generator and Electrical Platform, complete and in place	1	L.S.	\$ 8,500.00	\$ 8,500.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 36,000.00	\$ 36,000.00
8.0	Relocate SCADA Panel	1	L.S.	\$ 500.00	\$ 500.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
9.0	Clearing and Grubbing	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,200.00	\$ 7,200.00
10.0	14" PVC DR-18	3543	L.F.	\$ 60.00	\$ 212,580.00	\$ 190.00	\$ 673,170.00	\$ 60.00	\$ 212,580.00	\$ 104.00	\$ 368,472.00
11.0	14" HDPE DR-11 (ALTERNATE PIPE MATERIAL)	3543	L.F.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.0	24" Jack & Bore	432	L.F.	\$ 210.00	\$ 90,720.00	\$ 320.00	\$ 138,240.00	\$ 475.00	\$ 205,200.00	\$ 670.00	\$ 289,440.00
13.0	14" 90 Degree Bend (MJ)	5	E.A.	\$ 1,500.00	\$ 7,500.00	\$ 1,700.00	\$ 8,500.00	\$ 750.00	\$ 3,750.00	\$ 800.00	\$ 4,000.00
14.0	14" 45 Degree Bend (MJ)	3	E.A.	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00	\$ 750.00	\$ 2,250.00	\$ 700.00	\$ 2,100.00
15.0	14" 22 Degree Bend (MJ)	6	E.A.	\$ 1,500.00	\$ 9,000.00	\$ 1,800.00	\$ 10,800.00	\$ 750.00	\$ 4,500.00	\$ 700.00	\$ 4,200.00
16.0	14"x10" Reducer (MJ)	1	E.A.	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
17.0	10" 90 Degree Bend (MJ)	1	E.A.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
18.0	10"x6" TEE Bend (MJ)	1	E.A.	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00
19.0	6" Quick Connect Assembly	1	E.A.	\$ 1,000.00	\$ 1,000.00	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
20.0	Force Main to Manhole Connection	1	E.A.	\$ 1,500.00	\$ 1,500.00	\$ 8,300.00	\$ 8,300.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
21.0	Type "A" Aggregate Backfill	570	C.Y.	\$ 50.00	\$ 28,500.00	\$ 36.00	\$ 19,950.00	\$ 25.00	\$ 14,250.00	\$ 40.00	\$ 22,800.00
22.0	Asphalt Street Repair	103	S.Y.	\$ 150.00	\$ 15,450.00	\$ 100.00	\$ 10,300.00	\$ 70.00	\$ 7,210.00	\$ 120.00	\$ 12,360.00
23.0	Aggregate Drive Repair	86	S.Y.	\$ 150.00	\$ 12,900.00	\$ 55.00	\$ 4,730.00	\$ 30.00	\$ 2,580.00	\$ 15.00	\$ 1,290.00
24.0	Demo Fence and Install 6" Chain Link W/ Clim	31	LF	\$ 50.00	\$ 1,550.00	\$ 145.00	\$ 4,495.00	\$ 50.00	\$ 1,550.00	\$ 160.00	\$ 4,960.00
25.0	Concrete Drive Repair	70	SY	\$ 150.00	\$ 10,500.00	\$ 100.00	\$ 7,000.00	\$ 100.00	\$ 7,000.00	\$ 90.00	\$ 6,300.00
ENGINEER				Estimate	\$ 799,200.00	GOINS ENTERPRISES, INC		MSB CONSTRUCTION, INC.		MCGUIRE BROTHERS CONSTRUCTION, INC.	
						Bid	\$ 1,422,085.00	Bid	\$ 1,069,670.00	Bid	\$ 1,360,422.00

NOTICE OF AWARD

TO: Mark Bertsch, MSB Construction, LLC
9505 S. 4090 Rd.
Oologah, OK 74053

PROJECT DESCRIPTION: Speedy's Lift Station and Force Main

The OWNER has considered the BID submitted by you, for the above described WORK in response to the ADVERTISEMENT FOR BIDS, dated July 13, 2018, and INFORMATION FOR BIDDERS.

You are required, by the INFORMATION FOR BIDDERS, to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND and PAYMENT BOND within fifteen calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said bonds within fifteen 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 31 day of July, 2018.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

This the _____ day of _____, 20____.

By: Mark S Bertsch

Title: _____

CD-42

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Change Order No. 1

Date of Issuance: August 7, 2018
Owner: City of Glenpool
Contractor: MSB Construction, LLC
Engineer: Crafton, Tull & Associates, Inc.
Project: Speedy's Lift Station

Effective Date: 8-7-18
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 17404700
Contract Name: Speedy's
Lift Station and Force
Main Improvements

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

Description: Change roadway bores to open cut. Adjustment of pay items for these changes. Increase of contract time for lead time on equipment.

Attachments: Exhibit A "Change Order#1", Construction Plans with Change Order #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>(note changes in Milestones if applicable)</i>
Original Contract Price: \$ <u>1,069,670.00</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days
Contract Price prior to this Change Order: \$ <u>1,069,670.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>120</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>193,505.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>150</u> Ready for Final Payment: <u>180</u> days or dates
Contract Price incorporating this Change Order: \$ <u>876,165.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>150</u> Ready for Final Payment: <u>180</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>Kyle Sewell</u>	By:	<u>Mark D. Burt</u>	By:	<u>Mark D. Burt</u>
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>VP – Infrastructure</u>	Title:	<u>President</u>	Title:	<u>President</u>
Date:	<u>8-2-18</u>	Date:	<u>8-2-18</u>	Date:	<u>8-2-18</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER #1



City of Glenpool

Speedy's Lift Station and Force Main Improvements August 7, 2018

Prepared by:



Crafton Tull
architecture | engineering | surveying

220 E. 8th Street
Tulsa, OK 74119
918.584.0347
www.craftontull.com



CHANGE ORDER #1

CONTRACT DATE: August 6, 2018

The follow additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the plans and specifications and shall become a part of the Contract Documents.

NARRATIVE OF CHANGES:

The force main crossings at City streets in the plans were shown as road bores. The City has determined to allow open cut crossings at each street. This will result in a deduction of the bore quantities and addition of aggregate and paving repair quantities.

CHANGE TO CONTRACT DURATION:

Due to long expected lead time on lift station equipment, the contract duration is being increased from 90 days (substantial completion), 120 (final completion) and will instead be 150 days (substantial completion), 180 (final completion).

CHANGES TO QUANTITIES:

Item #	Description	UNIT	Bid QTY	CO#1 QTY	UNIT PRICE	BID PRICE	CO#1 PRICE	PRICE CHANGE
12.0	24" Jack & Bore	LF	432	0	\$475	\$205,200	\$0	-\$205,200
21.0	Type "A" Aggregate Backfill	CY	570	801	\$25	\$14,250	\$20,025	\$5,775
22.0	Asphalt Street Repair	SY	103	194	\$70	\$7,210	\$13,580	\$6,370
23.0	Aggregate Drive Repair	SY	86	71	\$30	\$2,580	\$2,130	-\$450
Total CO#1 Price Change								-\$193,505

CHANGES TO PLANS:

Construction plans are changed to show asphalt open cut and repair at the streets. Changes are clouded with revision marks.

012000
CONTRACT DOCUMENTS

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CONTRACT DOCUMENTS

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ADVERTISEMENT FOR BIDS

The Glenpool Utility Services Authority, a public trust benefiting the City of Glenpool
OWNER
12205 S. Yukon Ave
Glenpool, OK 74003
ADDRESS

Separate sealed bids for the construction of Speedy's Lift Station and Force Main Improvements

will be received by The Glenpool Utility Services Authority
at the office of 12205 S. Yukon Ave, Glenpool, OK 74003

until 10 am Central Time July 13, and then at
said office **publicly** opened and read aloud.

Project consists of upgrading three pumps, controls, backup generator, and electrical service at an
existing lift station; installing a force main approximately 3,543 LF to a receiving manhole.

A pre-bid conference is scheduled for 10 A.M./P.M., July 2, 2018, at the City of Glenpool
City Hall 2nd floor conference room in Glenpool, Oklahoma. Potential contractors are encouraged to
attend the pre-bid conference prior to bidding this project.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Instruction to Bidders, Bid and Bid
Bond, Agreement, General Conditions, Supplementary Conditions, Payment Bond, Performance Bond,
Maintenance Bond, Business Relations Affidavit, Non-Collusion Affidavit, Certificate of Owner's Attorney,
Drawings, Specifications, and Addenda, may be examined at the following locations:

12205 S. Yukon Ave, Glenpool, OK 74003
Crafton Tull and Associates, 220 E. 8th Street, Tulsa, OK 74119

**Bids submitted using SPECIFICATIONS AND CONTRACT DOCUMENTS obtained from any other
source than the ones listed below will be subject to rejection.** Copies of the CONTRACT
DOCUMENTS may be obtained at the office of

Crafton Tull and Associates
located at 220 E. 8th Street, Tulsa, OK 74119
upon payment of \$0 for each set (plus postage and handling, if mailed), none of which will be refunded.

BY Kyle Sewell

Project Engineer

First Publication June 21, 2018

Second Publication June 28, 2018

CD-1

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INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document EJCDC C-700, (2002 edition), have the meanings assigned to them in the General Conditions. The term, "Successful Bidder", means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and or the deposit sum, if any, stated in the Advertisement for Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). The deposit will be refunded to Bidders who submit a bonifide Bid and returns the Bidding Documents in good condition within ten (10) days after opening of Bids, unless noted otherwise.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate the qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, or performance or furnishing of the Work, (c) consider federal, state, and local Laws, and Regulations that may affect cost, progress, or performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for the identification of:

4.2.1 Those reports of explorations and tests of subsurface physical conditions at the site which have been utilized by Engineer in preparation of the Contract Documents Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to

Owner and Engineer by Owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidder on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of Contract Documents.

4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of

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construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

5. **Interpretations and Addenda**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. **Bid Security**

6.1 Each Bid must be accompanied by Bid Security, 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 (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of Paragraph 5.01 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 fifteen (15) 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 other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) day after the

Effective Date of the Agreement or the forty-sixth (46th) day after the Bid opening whereupon Bid Security furnished by such Bidder will be returned. Bid Security of Bids, which are not competitive, will be returned within seven (7) days after the Bid opening.

7.1 **Contract Time**

The number of days within which, or the date by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time), are set forth in the Bid form and will be included in the Agreement.

8. **Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. **Substitute or Equal Items**

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 substitutes or "or equal" items of material or equipment which may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.05, and 6.06 and 6.07 of the General Conditions, which may be supplemented in the General Requirements.

10. **Subcontractors, Etc.**

10.1 If the supplementary conditions require the identity of certain Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the effective date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall, within seven (7) days after the Bid opening submit to Owner a list of all Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person and organization, if requested by Owner. If Owner or Engineer, after due investigation,

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has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may, before the Notice of Award is given, 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, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Supplier, other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

10.2 In contracts where the Contract Price is on the basis of Cost-of-Work Plus Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. **Bid Form**

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Engineer.

11.2 All blanks on the Bid forms must be completed in ink or typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

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 partnership 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.

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, marked with the Project title and name and address of the Bidder, and accompanied by the Bid Security and other required documents. 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 of it.

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 opening of Bids.

13.2 If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **Opening of Bids**

Bids will be opened a. publicly X b. privately

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

14.2 When Bids are opened privately, an abstract of the same information will be made available to Bidders within seven (7) days after the date of Bid opening.

15. **Bids To Remain Open**

All bids shall remain open for sixty (60) days after 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 not involving price, time or changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder, if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in multiplication of units of work and unit prices will be resolved in favor of unit prices. 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, whether or not the Bids comply with the prescribed requirements, and such alternates and unit prices, or other data, as may be requested in the Bid Forms or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major

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items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Owner indicates to Owner that the award will be in the best interests of the Project.

16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

17. **Performance and Other Bonds**

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Performance and Payment Bonds.

18. **Signing of Agreement**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner will deliver one (1) fully executed, signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

BID

(A) PROJECT IDENTIFICATION: Speedy's Lift Station and Force Main Improvements

(B) CTA JOB # 17404700

(C) THIS BID IS SUBMITTED TO: (Name and address of Owner)

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 perform and furnish 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 will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) 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 (receipt of all which is hereby acknowledged):

DATE

NUMBER

_____	_____
_____	_____
_____	_____

- (b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.
- (d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (e) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.
- (e) **BIDDER** 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 and/or will be required by **BIDDER** 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 specifically the provisions of Paragraph 4.03 of the General Conditions.

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(f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(h) 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 corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.

(I) The Base Bid shall include all the work called for on the Plans and in the Specifications.

BID SCHEDULE

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
1.0	Furnish and Install 3 Pumps	1	L.S.		
	UNIT BID PRICE WRITTEN IN WORDS				
	TOTAL BID PRICE WRITTEN IN WORDS				
2.0	Furnish and Install Wet Well Pping	1	L.S.		
	UNIT BID PRICE WRITTEN IN WORDS				
	TOTAL BID PRICE WRITTEN IN WORDS				

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3.0 **Furnish and Install 3-Coat Epoxy System to Wet Wells and Valve Vault** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

4.0 **Furnish and Install Electrical Components and Wiring** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

5.0 **Furnish and Install Control Components** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

6.0 **Furnish and Install Emergency Backup Generator, complete and in place** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

7.0 **Furnish and Install Generator and Electrical Platform, complete and in place** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

8.0 **Relocate SCADA Panel** 1 L.S. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

9.0 **Clearing and Grubbing** 1 L.S. _____

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UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

10.0 14" PVC DR-18 3,543 L.F.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

11.0 14" HDPE DR-11 (ALTERNATE PIPE MATERIAL) 3,543 L.F.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

12.0 24" Jack & Bore 432 L.F.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

13.0 14" 90 Degree Bend (MJ) 5 E.A.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

14.0 14" 45 Degree Bend (MJ) 3 E.A.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

15.0 14" 22 Degree Bend (MJ) 6 E.A.

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

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16.0	14"x10" Reducer (MJ)	1	E.A.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
17.0	10" 90 Degree Bend (MJ)	1	E.A.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
18.0	10"x6" TEE Bend (MJ)	1	E.A.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
19.0	6" Quick Connect Assembly	1	E.A.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
20.0	Force Main to Manhole Connection	1	E.A.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
21.0	Type "A" Aggregate Backfill	570	C.Y.	
UNIT BID PRICE WRITTEN IN WORDS				
TOTAL BID PRICE WRITTEN IN WORDS				
22.0	Asphalt Street Repair	103	S.Y.	
UNIT BID PRICE WRITTEN IN WORDS				

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TOTAL BID PRICE WRITTEN IN WORDS

23.0 Aggregate Drive Repair 86 S.Y. _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

24.0 Demo Fence and Install 6' Chain Link W/ Climb
Barrier with 12' Double Swing Gate 31 LF _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

25.0 Concrete Drive Repair 70 SY _____

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

TOTAL CONTRACT PRICE BASE BID (Items 1-10, 12-24)

(USE WORDS)

(USE FIGURES)

TOTAL CONTRACT PRICE BASE BID w/ ALTERNATE PIPE MATERIAL (Items 1-9, 11-24)

(USE WORDS)

(USE FIGURES)

5. **BIDDER** agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 120 calendar days

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after the date Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and make a condition of this Bid:
- (a) Bid Schedule
 - (b) Required Bid Security in the form of:
5% Bid Bond, 5% Cashier's Check.
 - (c) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - (d) Required Bidder Qualification Statement with supporting data, if specified.
 - (e) Business Relationship Affidavit.
 - (f) Noncollusion Affidavit.
7. Communications concerning this Bid shall be addressed to:

BIDDER'S NAME

BIDDER'S ADDRESS

BIDDER'S PHONE NUMBER

8. 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 the General Conditions.

SUBMITTED ON _____, 20____.

AN INDIVIDUAL

(Individual's Signature)

BY _____ (Seal)
(Individual's Name Typed)

doing business as _____

Business Address:

Phone No. _____

A PARTNERSHIP

BY _____ (Seal)
(Firm Name)

(General Partner's Signature)

(General Partner's Name Typed)

Business address:

Phone No. _____

A CORPORATION

BY _____
(Corporation Name)

(State of Incorporation)

BY _____
(Signature of Person Authorized to Sign)

(Typed Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

A JOINT VENTURE

BY _____
(Signature)

(Typed Name)

(Address)

BY _____
(Signature)

(Typed Name)

(Address)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto The Glenpool Utility Services Authority, as Owner in the penal sum of _____ or the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ The Glenpool Utility Services Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Speedy's Lift Station and Force Main

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 bid 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 respect perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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.

_____(L.S.)
Principal

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 where the
project is located.

AGREEMENT

This **AGREEMENT** is dated as of the 6th day of August in the year 2018 by and between The Glenpool Utility Services Authority (hereinafter called **OWNER**) and MSB Construction, LLC (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:

Speedy's Lift Station and Force Main

The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Project consists of upgrading three pumps, controls, backup generator, and electrical service at an existing lift station; installing a force main approximately 3,543 LF to a receiving manhole.

ARTICLE 2. ENGINEER

The Project has been designed by Crafton Tull and Associates who is hereinafter called **ENGINEER** and who will assume all duties and responsibilities and will 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

- 3.1 The Work will be substantially completed within 90 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions with 120 days after the date when the Contract Time commences to run.
- 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 Article 12 of 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 not substantially complete 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** two hundred fifty dollars (\$250) for each 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 Contract Documents in current funds as follows:

According to Bid Schedule pages CD-13 to CD-17, inclusive.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Division 1 of the Technical Specifications. Applications for Payment will be processed by **ENGINEER** 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 as recommended by **ENGINEER**, on or about the tenth (10th) days of each month during construction as provided below. All progress payments will be on the basis of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions.
- 5.1.1 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 Paragraph 14.02 of the General Conditions - 90% of Work Completed. If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER** and **ENGINEER** may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work

completed. One hundred percent of materials and equipment not incorporated in the Work, (but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in Paragraph 14.02 of the General Conditions.

5.1.2 Upon Substantial Completion, progress payments will be made in an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Contract Price, less such amounts as **ENGINEER** shall determine or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said Paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts any determination set forth in the Supplementary Conditions, of the extent of the technical data obtained in such reports and drawings upon which **CONTRACTOR** is entitled to reply.

7.3 **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **CONTRACTOR** considers necessary for the

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performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by **CONTRACTOR** for such purpose.

- 7.4 **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 the **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 specifically the provisions of Paragraph 4.03 of the General Conditions.
- 7.5 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consists of the following:

- 8.1 This Agreement (pages CD 23 to CD 45, inclusive).
- 8.2 Exhibits to this Agreement (pages to , inclusive.)
- 8.3 Payment, Performance, and **Maintenance Bonds**, (pages CD 30 to CD 38, inclusive).
- 8.4 Notice of Award (page CD 42); Notice to Proceed (page CD 43);
Certificate of Substantial Completion (page CD 44).
- 8.5 General Conditions (pages 1 to 41, inclusive).
- 8.6 Supplementary Conditions (pages SC-1 to SC-10, inclusive).
- 8.7 Specifications bearing the title: _____
_____ General Requirements and Site Technical Specifications: Speedy's Lift Station and Force
Main _____
and consisting of 4 divisions as listed in Table of Contents thereof.
- 8.8 Drawings, consisting of a sheets numbered 1 through OH4105 inclusive with each sheet
bearing the following general title:
Speedy's Lift Station
- 8.9 Addenda numbers 1 to 3, inclusive.
- 8.10 **CONTRACTOR'S** Bid (pages CD-11 to CD-22, inclusive).
- 8.11 Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages to ,
inclusive).
- 8.12 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 Paragraphs 3.04 and 3.05 of the General
Conditions.
- 8.13 The documents listed in Paragraphs 8.2 et. seq. above are attached to this Agreement (except as
expressly noted otherwise above). There are no Contract Documents other than those listed
above in this Article 8. The Contract Documents may only be amended, modified or
supplemented as provided in Paragraphs 3.04 and 3.05 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 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, 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.
- 9.3 **OWNER** and **CONTRACTOR** each binds itself, it's partners, successors, assigns and legal representatives to the other party hereto, it's partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR, and ENGINEER**. All portions of the Contract Documents have been signed or identified by **OWNER and CONTRACTOR** or by **ENGINEER** on their behalf.

This Agreement will be effective on the _____ day of _____ in the year 20_____.

OWNER:

By _____

_____ (Please type)

Title: _____

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR: (SEAL)

BY _____

ATTEST:

Name _____
(Please type)

Address _____

Name _____
(Please type)

Title _____

PAYMENT (STATUTORY) BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, a Corporation organized under the laws of _____, as Surety, are held and firmly bound unto The Glenpool Utility Services Authority of the State of Oklahoma in the amount of _____ for 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 Glenpool Utility Services Authority for construction of Speedy's Lift Station and Force Main

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

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: Speedy's Lift Station and Force Main.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contractor to the work or to the specifications.

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

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

ATTEST: _____
(Principal)

(Principal Secretary) BY _____

(SEAL)

(Witness as to Principal) (Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

(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 bond.

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 where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter
(Corporation, Partnership, Individual),

called Principal, and _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof for the construction of: Speedy's Lift Station and Force Main

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

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

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

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

ATTEST: _____
(Principal)

(Principal Secretary) BY _____

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST: _____
Surety

(Surety) Secretary

(SEAL)

(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 bond.

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 where the project is located.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto _____ of the State of Oklahoma, in the full and just sum of _____, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20__.

The conditions of this obligation are such that, whereas, said Principal has by a certain contract between _____ and _____, dated the _____ day of _____, 20__, agree to construct _____ or improvements in exact accordance with the bid of such principal and according to certain Plans and Specifications heretofore made, adopted, and placed on file and to maintain the said improvements in good condition for a period of _____ year(s) from the date of acceptance.

NOW, THEREFORE, if said _____ for improvements for the period of _____ years(s) from and after the completion and acceptance of said improvements, shall maintain in good condition the said improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of _____ year(s) and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the _____ or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained, shall not be paid the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Principal

BY _____

BY _____

Surety

BY _____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF _____)

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

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

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

My Commission Expires: _____ Notary Public

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NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) 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 completion by agreement to bid at a fixed price or to refrain from bidding; or with any state 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 state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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CERTIFICATE OF OWNER'S ATTORNEY

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

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

NOTICE OF AWARD

TO: Mark Bertsch, MSB Construction, LLC
9505 S. 4090 Rd.
Oologah, OK 74053

PROJECT DESCRIPTION: Speedy's Lift Station and Force Main

The OWNER has considered the BID submitted by you, for the above described WORK in response to the ADVERTISEMENT FOR BIDS, dated July 13, 2018, and INFORMATION FOR BIDDERS.

You are required, by the INFORMATION FOR BIDDERS, to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND and PAYMENT BOND within fifteen calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said bonds within fifteen 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 31 day of July, 2018.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

This the _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____ Date: _____

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____
on, or before, _____, and you are to Substantially Complete the Work within _____
consecutive calendar days and Complete all Work within _____ consecutive calendar days.
The contract time will begin on _____.

Date of Substantial Completion of work is therefore _____.

The date of **COMPLETION** of all work is therefore _____.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

This the _____ day of _____, 20____.

By: _____

Title: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER's Project No. _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

Certificate of Substantial Completion Page 1 of 2

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER
By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR
By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER
By: _____
(Authorized Signature)

Certificate of Substantial Completion Page 2 of 2

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MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

RE: FERN SANITARY SEWER LIFT STATION REHAB. PROJECT

DATE: AUGUST 6, 2018

BACKGROUND

This item is for Board of Trustees review and approval concerning a proposal issued to the City of Glenpool by BAYTCO, Inc. located in Sapulpa for work associated with and resulting in the complete rehabilitation of a certain sanitary sewer liftstation located in Brentwood II Addition at 133rd Court and Fern Avenue. This liftstation was installed during the original development of Brentwood II in 1980 and has been in service ever since that time - approximately 38 years. The station has been retrofitted with various repairs and equipment modifications since the original installation, but the facility has become a major source of frequent and costly maintenance the last ten years of operation. The existing equipment has accrued a very large amount of operating time and has become an almost constant source of repair and unscheduled maintenance. In view of this fact, Staff has solicited the attached proposal from BEYTCO, Inc. for the complete rehab. of the facility. The quote itemizes the various elements of the project with a total installed price of \$49,850.00. The listed scope of work will virtually renew the entire facility and will extend the service life of the station at least another 15-20 years. As a matter of reference, BEYTCO, Inc. is a local construction firm that specializes in this type of liftstation repair and rehab. The City has requested services from this firm many times in the past and was the company contracted with to totally rehab and retrofit the liftstation serving the Rolling Meadows Apartment complex prior to the City's acceptance of that facility in 2016.

STAFF RECOMMENDATION

Staff recommends approval of the proposal from BEYTCO, Inc. in an amount not to exceed \$49,850.00 and to authorize the City Manager to execute the attached Contract Agreement on behalf of the City.

ATTACHMENTS

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momadou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

BEYTCO, INC.

QUOTATION

July 30, 2018

TO: City of Glenpool
P.O. Box 70
Glenpool, OK 74033
Phone: (918) 322-5409
Wes cell: (918) 807-2158

SUBJ: Fern Street Lift Station

1. BEYTCO, INC. proposes to provide the supervision, labor and equipment to:

- 4' I.D. x 5' Depth valve vault w/ alumni hatch.
- All new 4" D.I.P. piping, Clow check valves, Clow gate valves, and 4" Camlock bypass.
- 2 – sets of stainless steel guide rails.
- New concrete top w/ alumni hatch for old wet well.
- Use old VFDs w/ new controls.
- 2 – New 10 HP 3 phase 230-volt Vortex pumps 175gpm @ 75 head.
- Epoxy coat interior of wet well SLS-30 epoxy 125 mils.
- Site gravel.

Total \$49,850.00

2. BEYTCO, INC.: proposal includes:

- 1 year maintenance bond.
- All required materials and labor.
- Applicator's qualifications.
- Pre-installation conference.
- Insurance certificates for general liability, automotive, and workman's comp.

3. City of Glenpool: is responsible for the following:

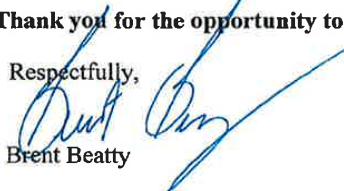
- Access to job site.
- Job P.O

4. BEYTCO, INC.: proposal does not include:

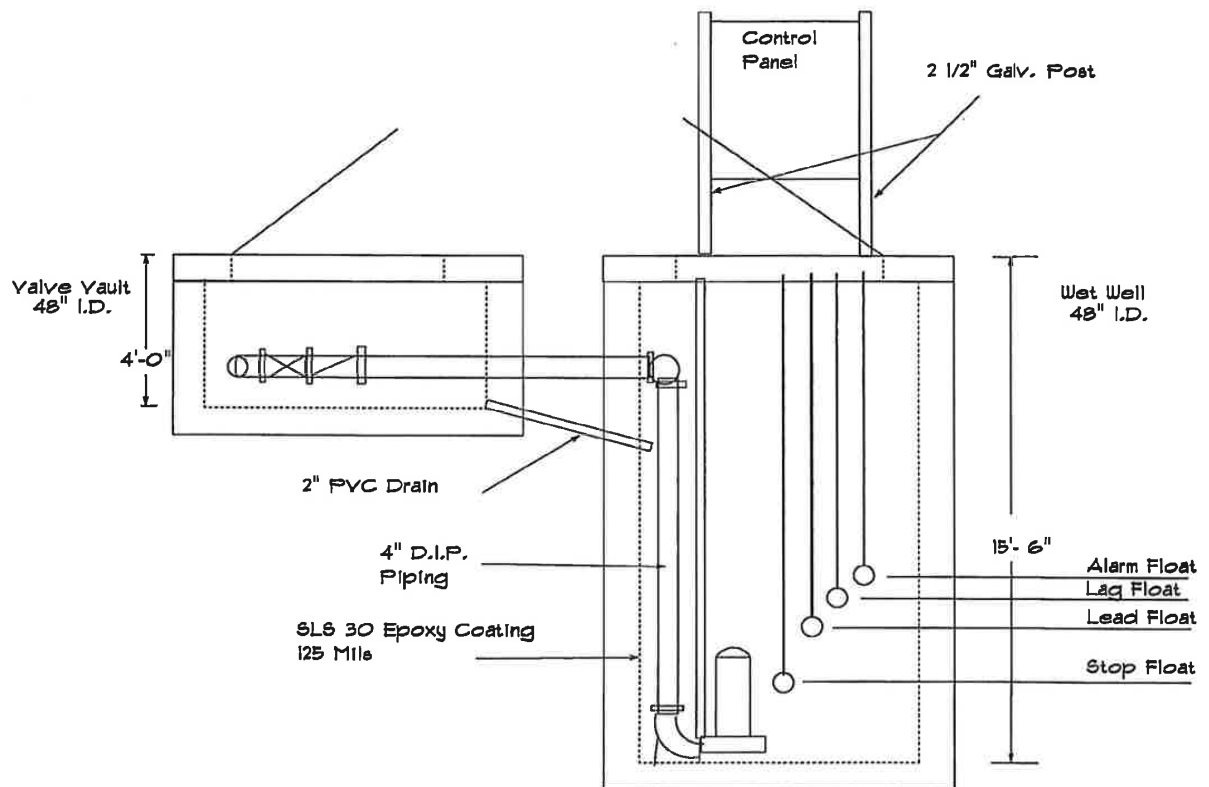
- Other bonds, only maintenance bond – if other bonds are required, add 3% of bid.
- City, State or Railroad permits.

5. Thank you for the opportunity to quote your work.

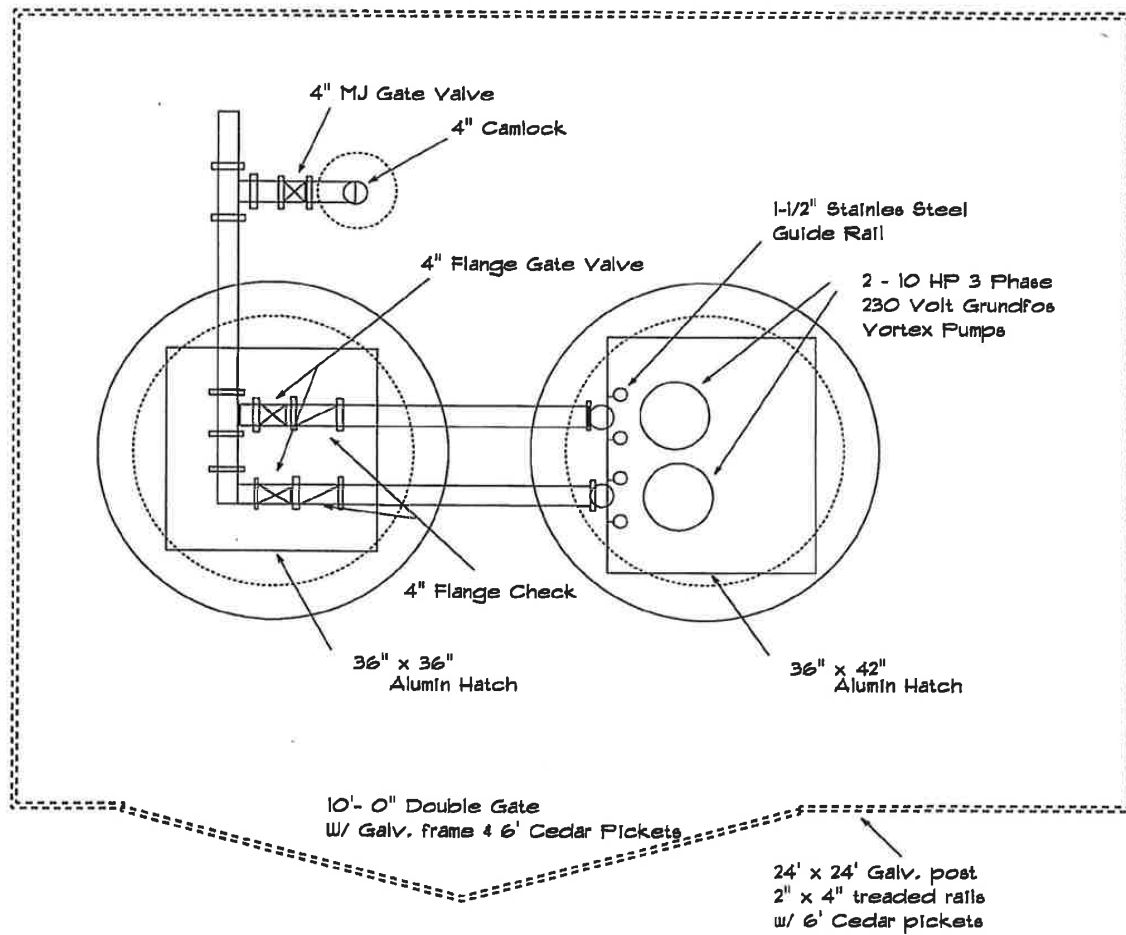
Respectfully,

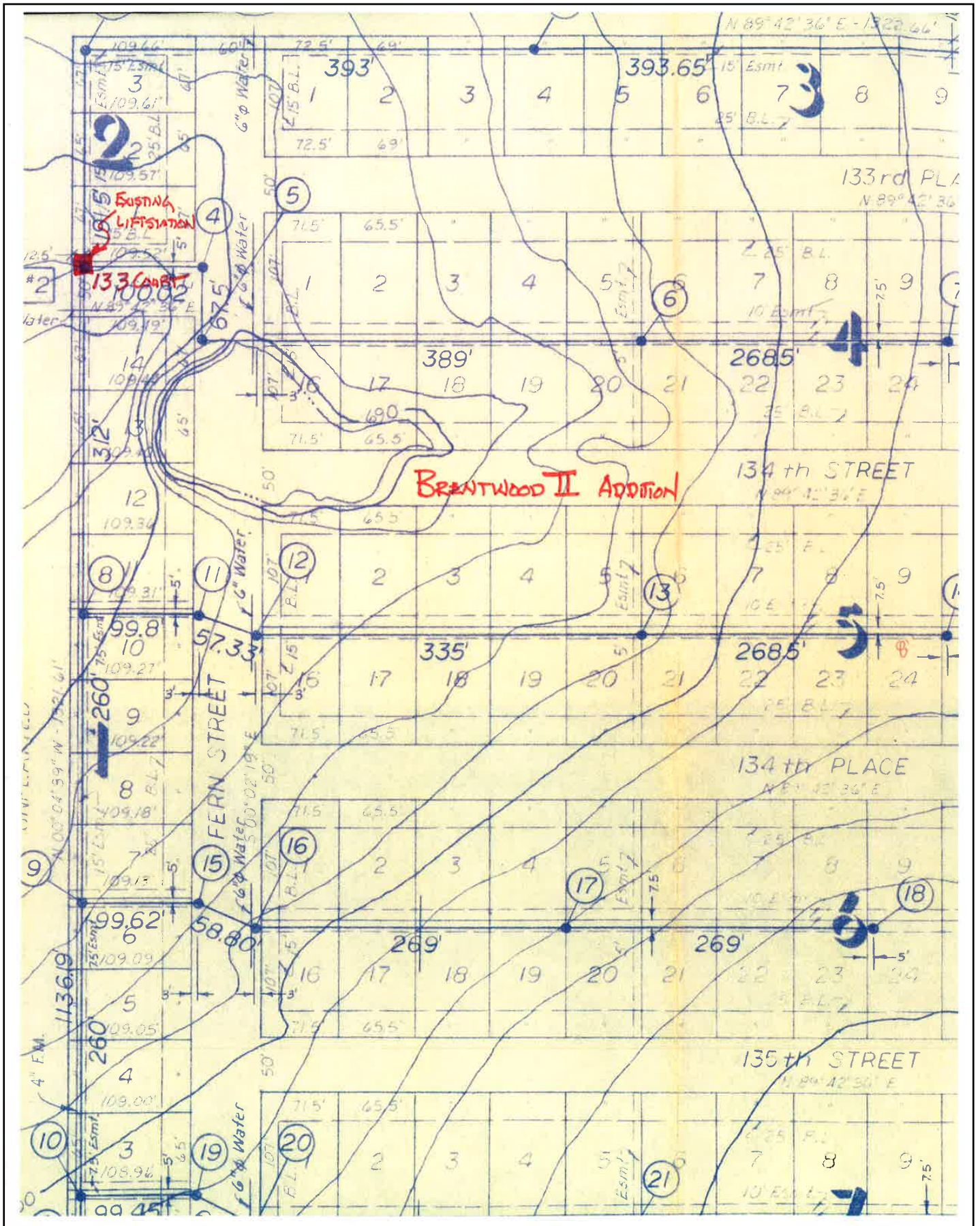

Brent Beatty

P.O. Box 658 Sapulpa, Oklahoma 74067 Cell: (918) 697-3245 Fax: (918) 227-1727



FERN STREET LIFT STATION
GLENPOOL, OK





GLENPOOL UTILITY SERVICES AUTHORITY
AGREEMENT FOR SANITARY SEWER LIFTSTATION REHABILITATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date last executed below ("Effective Date"), by and between the Glenpool Utility Services Authority, Glenpool, Oklahoma (the "City") and BEYETCO, INC., (the "Contractor").

RECITALS

WHEREAS, the City intends to fully rehabilitate and re-equip a certain existing sanitary sewer liftstation known as 'The Fern Liftstation' (the "**Project**"); and

WHEREAS, the City requires certain construction services and equipment replacement and installation to be performed in connection with the Project (the "**Services**" [or "**Work**"]); and

WHEREAS, the Contractor has been selected as the most competent construction company for the project, and is approved and authorized by the governing body of the City, to perform such Services and is prepared to perform such Services in accordance with the terms and conditions stated in this Agreement.

NOW THEREFORE, the City and the Contractor, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

I. Definitions

Unless otherwise defined herein, capitalized words in this Agreement have the following meaning:

Not Applicable to this Agreement.

II. General Conditions

2.1 Effective Date; Implementation Date; Target Date(s)

The Effective Date of this Agreement shall be the date last executed by either party. Contractor shall begin Services set out in this Agreement on or about August 15, 2018 (the "Commencement Date"). Project "Target Date(s)" shall be that date, or those dates, by which Contractor Services shall be completed and shall be determined by separate negotiations and agreement between the parties. Such agreement as to the setting of Target Dates shall not require an amendment or supplement to this Agreement and shall be treated as incorporated herein.

2.2 Term

The initial Term of this Agreement shall be for a period of one hundred and twenty (120) days, beginning on the Effective Date and subject to review and ratification by the City.

Following expiration of the initial Term, one supplemental term of thirty (30) days may be authorized by the Glenpool in its sole discretion, together with such reasonable increased compensation for the Contractor as may be reviewed and approved by the City. In determining whether to extend this Agreement, or to increase compensation, the City shall take into consideration the quality and affordability of Service and affordability during the initial Term.

2.3 Exclusivity

The City grants the Contractor the right, during the Initial or any supplemental Term of this Agreement and for so long as the Contractor is not in default of the performance requirements set forth herein, to be the sole and exclusive provider of the Services comprehended by this Agreement. The City covenants that, in such case, it will not engage other individuals or companies to perform the same or substantially similar Services. The City warrants and represents that it has the authority to grant such an exclusive right as described in this Section 2.3.

2.4 Compliance with Applicable Laws

The Contractor agrees to perform the Services in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 2.4 shall be deemed a material breach of this Agreement.

2.5 Material Breach of Agreement

Upon substantial failure of the Contractor to perform in a satisfactory manner under the terms of this Agreement, such substantiality to be determined in good faith by the City, or upon the Contractor's failure to perform in accordance with applicable laws and regulations as set out in Section 2.4, the City may immediately terminate this Agreement (and take such other actions or pursue such other remedies that it deems appropriate or necessary) if the City deems such action to be in the public interest. Alternatively, the City may submit a written demand for assurances. Upon receipt of such written demand, the Contractor shall immediately suspend its performance of Services until it appears before the City Council or returns a written response to the City Manager verifying that corrective action has already been taken or explaining the reasons for the non-performance, sub-standard performance, delayed performance, or non-compliance and explaining the steps that have been taken or will be taken to correct the problem. Except under conditions of *force majeure*, the City or the City Manager, as applicable, may fully reinstate the terms of this Agreement, reinstate the Agreement with supplemental written conditions intended to ensure continued compliance or terminate this Agreement. Failure of the Contractor to respond as provided in this Section 2.5 to any demand for assurances shall be deemed an abandonment and termination of the Agreement by the Contractor. Any such termination of the Agreement may be in addition to any other remedy available at law or in equity.

2.6 Force Majeure

Neither the Contractor nor the City shall be liable for any failure to perform their respective duties under this Agreement, nor for any resulting damages or loss, if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of the Contractor or the City, except to the

extent that either party fails to exercise reasonable measures to mitigate such damages or loss. If such circumstances persist for more than seven days or if, after their cessation either party is rendered substantially unable to perform such duties for a period of seven days, written notice may be given to the other party and the Agreement may be cancelled.

2.7 Insurance Requirement; Payment and Maintenance Bonds; and Indemnification

The Contractor shall secure and maintain such insurance as will protect it from claims under any Workers' Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of its Services under this Agreement, in minimum limits as referenced below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Comprehensive General Liability	\$1,000,000 combined single limit

All insurance shall be by insurers acceptable to the City and authorized to do business in the State of Oklahoma. Prior to the Commencement Date, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City and City's approval. The City shall be listed on such policies as an "Additional Insured."

During the Term of this Agreement, Contractor shall defend, indemnify and hold harmless the City against any and all liability for claims, damages, costs, losses and expenses, including reasonable attorney's fees, whether such claims, damages, losses, and liabilities are brought directly by the City or asserted by any third party, and whether for bodily injury and/or property damage, but only to the extent directly attributable to and caused by the intentional or negligent acts or omissions of the Contractor, or its agents or employees. Contractor shall not be held liable, nor required to defend, indemnify and hold harmless against acts or omissions of any third party contractor, subcontractor or supplier, or agents or employees of any third person, or for acts or omissions directly attributable to the City or its agents, employees, directors or officers.

Prior to commencement of the Work, the Contractor shall provide to the City a Payment Bond, in an amount equal to the total contracted price of the Project and in a form and issued by a surety suitable to the City, assuring the City as obligee that all subcontractors and materials suppliers contributing to the Work shall be fully paid prior to the issuance of final payment to the Contractor.

Upon completion of the Services, and as a condition of final payment to the Contractor, the Contractor shall provide to the City a Maintenance Bond, in a form and issued by a surety suitable to the City, covering the Services for a period of one year from the completion of the Project and in an amount equal to the total contracted price of the Project prior to final payment by the City.

2.8 Notice

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when actually received or five days after verified delivery, whichever is earlier.

Address for notices to City:

City of Glenpool

12205 South Yukon Ave.

Glenpool, Oklahoma 74033

Address for notice to Contractor:

BEYTCO, Inc.

PO Box 658

Sapulpa, Oklahoma 74067

2.9 Confidentiality Requirements

Contractor acknowledges that, during the Term of this Agreement, it may or will have access to and receive information, records, files, data, formulae, drawings, models, equipment, specifications, trade secrets, contracts and other materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of the City or that the City considers and treats as confidential or proprietary in nature. Contractor therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession control of the City to any unauthorized person, or use any such Confidential Information for any unauthorized purpose, except pursuant to court order or as a result of valid government order. All Confidential Information that Contractor has used, prepared or come in contact with during the Term of this Agreement shall be and remain the sole property of the City and shall not be removed from the premises of the City, or communicated to any third person without the City's written consent. Contractor shall return to the City the originals and all copies of any Confidential Information of the City that is now or shall ever be subject to Contractor's custody or control, regardless of the source(s) from which such Confidential Information was obtained.

All work product created by the Contractor in the performance of Services to the City performed pursuant to this Agreement shall be deemed Confidential Information for purposes of this Section 2.9.

2.10 Records and Audits

Contractor shall assist the City by retaining in Contractor's own records all books, documents, papers, records and other materials prepared by Contractor or provided by the City to Contractor in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Contractor shall, as often as the City reasonably deems necessary, permit authorized representatives of the City, State or federal government, to include without limitation, the Oklahoma Department of Commerce, the U.S. Department of Labor and the U.S. Comptroller General, to have full access to and the right to fully examine all materials in the possession or under the control of the Contractor to the extent related to this Agreement.

2.11 Non-Discrimination

Contractor shall not, with respect to any work performed by it or by any subcontractor, practice, or permit to be practiced, any form of unlawful discrimination because of race, creed, sex, age, color, national origin, sexual orientation or any other forbidden or non-performance related basis, and shall, in all its dealings with the City, comply with all federal, State and City mandates, whether law, regulation or executive order, pertaining to equal employment opportunity and affirmative action requirements, to include without limitation: Executive Order No. 11246 of September 24, 1965; Titles VI and VII of the Civil Rights Act of 1964; Section 109 of the Housing and Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, Section 504; the Americans with Disabilities Act of 1990; Section 1981 of the Civil Rights Act of 1866; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993, all as any of the foregoing may be amended, replaced or superseded.

2.12 Holidays

Thanksgiving Day, Christmas Day, New Years Day, Fourth of July, Memorial Day, Labor Day and Martin Luther King, Jr. Day are observed as holidays by the City and the Contractor shall not be required to, but may in its unlimited discretion, provide Services on such days. Contractor will be permitted to observe any additional holidays that it normally observes in the course of business provided that it gives the City notice at least five business days in advance.

2.13 Contractor Relationship

The relationship between the City and the Contractor shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City and the Contractor or any of its subcontractors. Contractor shall be solely and independently responsible for all employment purposes with respect to personnel of the Contractor that Contractor utilizes in the performance of Services under this Agreement.

2.14 Designation of Contractor as Purchasing Agent for Exemption from Sales Tax

Pursuant to the provisions of Title 68 § 1356(1); Title 61 § 103.2; and Title 68 § 1356(10) of the Oklahoma Statutes, which provisions respectively exempt any public subdivision of the State of Oklahoma or any agency of any political subdivision of the State from taxation on sales

to such entity of tangible personal property and services; provide that the governing body of any political subdivision of the State may duly appoint as its agent any legal entity with whom the political subdivision has duly entered into a public contract to make purchases necessary for carrying out such public contracts; and provide that the sale of tangible personal property or services to any person with whom any of the above-named subdivisions or agencies of the State has duly entered into a public contract pursuant to law, or to any subcontractor thereof, the purchase of which is necessary for carrying out such public contract is exempt from the sales tax, subject to certain conditions stated herein, the City of Glenpool hereby designates Contractor as agent of the City for the exclusive purpose of making purchases necessary for carrying out this public contract. The limited tax exempt status conferred hereby is expressly contingent upon compliance by Contractor with the following conditions:

- a) Contractor shall certify in writing on a copy of the invoice or sales ticket to be retained by the vendor that the purchase(s) is/are made as agent for and on behalf of the City and not for the purchaser's own use.
- b) The Project job site shall be designated on the face of the invoice and the property purchased shall in fact be delivered to and used at that site.
- c) The property so purchased shall be integral to completion of the Project and will remain forever the property of the City, its successors and assigns.
- d) Contractor acknowledges that title to the property passed directly and immediately from the purchaser to the City.
- e) The Contractor maintain a durable record of all invoices and/or other documents for the purpose of verifying the foregoing information.
- f) If Contractor wrongfully or erroneously certifies that purchases are on behalf of the City or any other public entity, Contractor shall be guilty of a misdemeanor and, upon conviction, shall be fined in an amount equal to double the amount of sales tax avoided.
- g) This exemption extends to any of Contractor's subcontractors so long as purchases are for the same purpose and otherwise comply with the conditions stated herein.
- h) This exemption does **not** extend to any personal property purchased by Contractor or Contractor's subcontractors that is used only incidentally in the Project and will remain the property of the purchaser.

III. Services

The complete rehabilitation and equipment replacement and installation concerning a certain existing sanitary sewer liftstation referred to as the 'Fern Liftstation' as detailed on Exhibit "A" attached herewith and made a part of this Agreement.

IV. Compensation

The City, acting directly or by an agent so delegated for that purpose, shall inspect the progress of the Services periodically. The City shall also inspect the Services for compliance with

all applicable building code and City of Glenpool construction standards and provisions. Periodic partial payment requests received from the Contractor for Services performed or materials supplied to the Project shall be reviewed by the City as it relates to verification of the amount of materials and/or equipment supplied, verification of all requisite payments by the Contractor for such materials and/or work contracted to any subcontractor and the overall progress of the Services. All such submitted requests for payment shall be reviewed, processed, and paid by the City within thirty days of receipt, notwithstanding any issues leading to non-approval of the request for payment by the City. Final payment for the Services performed pursuant to this Agreement shall be paid to the Contractor upon satisfactory completion of the Services, as determined in good faith by the City, verification by the Contractor of its payment of all obligations for materials or services incurred pursuant to this Agreement and delivery to the City all applicable manufacturers' warranties relating to equipment and structures provided, constructed, and installed under this Agreement.

VI. MISCELLANEOUS

None

6.1 Construction

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) the word "includes" means "includes, but is not limited to;" (iv) the plural shall be deemed to include the singular, and vice versa; (v) each gender shall be deemed to include the other gender; (vi) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (vii) any reference herein, or in any exhibit, appendix, attachment or schedule hereto, to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

6.2 Governing Law

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the City is located.

6.3 Assignment

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Nothing contained in this Section 6.3

shall be construed to release either party from its obligations or representations under this Agreement in the event of an assignment of either party's interest.

6.4 Waiver

A waiver by either party of any breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Where any condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a written modification of this Agreement.

6.5 Severability

If any provision of this Agreement is declared to be invalid, void or unenforceable for any reason by a court of competent jurisdiction, such declaration shall not affect the remaining parts of this Agreement, which shall remain in full force and effect as if the Agreement had been executed with the invalid, void or unenforceable portion eliminated.

6.6 Amendment or Modification of Agreement

No change in or amendment, modification, termination or discharge of this Agreement, in any form whatsoever, or of any part of this Agreement, shall be effective, valid or enforceable unless it is in writing, approved by duly authorized representatives of the City and the Contractor, and signed by such authorized representatives of the City and the Contractor, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided. A signed original of such amendment or modification shall be fastened to the original Agreement, with signed copies retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

6.7 Entire Agreement; Merger Clause: Previous Agreements Superseded

Except with respect to the mutual setting of the Project Target Date, as provided in Section 2.1, this Agreement contains the entire agreement between the City and the Contractor and constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement to the extent that they alter, vary, or contradict this Agreement.

6.8 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

6.9 Survival

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals this _____ day of _____, 2018.

Contractor:

BEYTCO, Inc.

By: _____
Managing Member

(corporate seal of the Contractor, if any)

Glenpool Utility Services Authority (City)

By: _____
Chairman of the Board

ATTEST:

Wendy Knight, City Clerk

APPROVED AS TO FORM:

Lowell L. Peterson, City Attorney



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

RE: PURCHASE OF MOWING EQUIPMENT

DATE: AUGUST 6, 2018

BACKGROUND

This item is for Board consideration and action regarding a request to purchase a certain Kubota brand mowing machine - model number ZD1511-72 to be used as a replacement unit specifically for the mowing of the playing fields at the South County Soccer Complex and the sod areas around the treatment lagoon at the wastewater treatment plant. The existing mower being used for these facilities was part of a Dixie Chopper brand equipment purchase package that occurred in 2007 and has been in service from that time. During the eleven years of in-service use, the gasoline powered mower has logged over 4500 hours of operation. This existing unit has incurred more frequent major repairs and replacements the last several years and has reached a point that additional major breakdowns will likely require significant expenditures that will exceed the value of the equipment. Also, the existing mower has a cutting width of 60", whereas the proposed purchase unit has a 72" mowing deck and is diesel powered with significantly more horsepower. The additional deck width will reduce the mowing time on the six acres of grass area being maintained inside the perimeter fence of the Soccer Complex. This machine will also have increased stability on the steep side slopes of the treatment lagoon and is expected to have a longer service life than the existing Dixie Chopper model.

The attached sales quote and product literature was solicited from Stewart/Martin Kubota in Okmulgee who was the dealer the City used on the purchase of five similar mowers and a compact tractor in 2015. Stewart/Martin was the low bidder on the State of Oklahoma's Bidder's List for this type of equipment. As the low State bidder, it allows them to sell this particular unit to other governmental entities at the original price issued to the State. In this case the price quoted is the listed State Bid price and is approximately \$4,700 less than normal retail. Funding for this proposed purchase was established as a line item in the FY 2017/2018 budget and was carried over to the current FY 2018/2019 budget.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

Staff Recommendation:

Staff recommends approval and authorization to purchase the specified Kubota brand mowing equipment from Stewart/Martin Equipment Company for a total cost not to exceed \$16,987.14 - to be paid from FY 2018/2019 Budget account No. 50-6-14-6333.

Attachments:

1. Stewart/Martin Sales Quote
2. Kubota Sales Literature



Bobo Newton
bobo@smekubota.com
Cell:870-692-0458

City of Glenpool

Kubota ZD1511-72

- 30.8 Kubota Diesel Engine
- 72 inch Side Discharge Deck
- Hydraulic Deck
- Solid Front Tires
- Air Ride Seat

List Price: \$21,663.00

State Bid: \$16,987.14



DIESEL ENGINE

ZD1500

Side discharge mower 72"

Rear discharge mower 60"R/72"R

Built for comfort and productivity under a wide range of mowing conditions, ZD1500 is the first choice for the demanding mower operator.

- 30.8 HP Kubota diesel engine with DPF(Diesel Particular filter)
- Air-ride suspension seat
- Full-flat operator platform with a high cushion mat
- Hands-free parking brake and hydraulic deck lift
- Selectable front axle
- Semi-pneumatic(flat-free) front caster tires
- Low profile drive tires
- Maintenance lift





ZD SERIES ZERO TURN MOWER

ZD SERIES PRODUCTS

ZD SERIES COMMERCIAL & RESIDENTIAL ZERO TURN MOWERS

ZD1011, ZD1021
ZD1211, ZD1211R, ZD1211L, ZD1211RL
ZD1511RL, ZD1511LF, ZD1511RFL



Specifications subject to change without notice.
June 19, 2018

Residential/Commercial Mowing Products

ZD Series



ZD SERIES ZERO TURN MOWER

SALES FEATURES

- Pro-Deck w/ ACS* (Aerodynamic Cutting System)
 - Requires 16% less power with improved cutting quality
 - Improved airflow means better cutting efficiency. This will allow you to get the job done faster with better performance (productivity), up to 27% faster
 - The ZD series does more with less fuel, the ACS deck's more efficient cutting and better fuel/horsepower balance up to 22% better
 - The Patented clean-cut blade improves cutting efficiency and overall load balance. The blade provides longer service life increasing the replacement interval
 - Larger spindle shafts enhance productivity and durability
 - The flexible yet stronger discharge chute has been redesigned to provide more uniform discharge of clippings
- Maintenance Lift
 - Routine maintenance underneath the mower is quick and simple with Kubota's tilt-up maintenance lift (optional on ZD1000 Series)
- Kubota Diesel Engine & Transmission
 - Indirect injection and Three Vortex Combustion System provides quiet, low vibration, fuel efficient, and low emissions power plants to the ZD family
 - Kubota's hydrostatic transmission offers faster and smoother response under all loading conditions.
- Industry Exclusives
 - Shaft-driven hydrostatic transmission without belts
 - Wet multi-disc PTO clutch for positive stopping and starting of the cutting deck
 - Shaft driven mower deck for smooth power transmission at all cutting heights
 - Double-section V-belt on the mower deck with cast iron pulleys providing more belt surface contact area to the pulley eliminating slipping in tough mowing conditions
 - Greasable tension pulley on the mower deck
- Ergonomic Operator Station
 - The HST levers not only provide more leg room but are now adjustable (3-position) to improve your operating experience
 - The reduced effort steering system now has 3 adjustment positions allowing you to optimize the damper force to your personal comfort level
 - For faster and easier operation all of the mower deck controls are grouped on the right within easy reach of your right hand
 - The two tone cut height adjustment dial also on the right is easy to operate and see
 - The Large LCD meter shows all the key indicators you will need to maximize cutting performance, oil pressure, water temperature, fuel level and voltmeter. The hour meter lets operators know when maintenance or service is needed (ZD1200 and ZD1500 only)
 - The thicker and more durable platform mat helps reduce noise and vibration during use. The grip pattern also makes getting on and off easier
 - A 2-pedal hydraulic deck lift provides quick and precise deck adjustment (ZD1200&ZD1500 models only). A single pedal design is used on the ZD1000 models
 - The convenient hydraulic deck lift foot pedal enables the operator to easily and efficiently raise the mower deck to adjust height or in case of obstacles
 - Also located near the deck lift is the parking brake which can be easily pushed with either foot while keeping both hands on the HST levers
 - Adjustable suspension seat (ZD1000 & ZD1200) or air-ride suspension seat (ZD1500) come standard for reduced operator fatigue and increasing productivity
- Selectable Front Axle
 - Select Oscillating or Rigid
 - Optimize mowing comfort and performance to match slopes or rough terrain

*ACS benefits apply to only side discharge deck

Specifications subject to change without notice.

June 19, 2018

Residential/Commercial Mowing Products

ZD Series



ZD SERIES ZERO TURN MOWER

SALES FEATURES (cont'd)

- Easy Mower and Filter Access
 - A special maintenance hatch under the platform mat provides access to mower deck, gear box, belt, universal joints and fuel filters
- New Foldable ROPS
 - The new ROPS is now compliant with both OSHA and ISO standards
- Outstanding Stability
 - The Low profile tires improve the ZD Series stability and traction on turf. Their wide tread protect the turf from damage during mowing
 - The ZD features a low center of gravity that delivers outstanding stability on a variety of terrains

SAFETY EQUIPMENT

- Electric Key Shut-Off
- Operator Presence Control
- Parking Brake Pedal (hands free)
- Foldable ROPS

ACCESSORIES & IMPLEMENTS

- Grass Catcher (ZD1000 & ZD1200 series only)
- OCD (Operator Controlled Discharge Chute) (Side discharge decks only)
- Mulching Kits
- KARU Mulching (Tooth Style) Blade (ZD1200 side discharge 60" & 72" ZD1500 side discharge 72" model only)
- Canopy
- Work Light Kit
- Hitch Kit (ZD1000 & ZD1200 series only)
- ROPS Organizer

Specifications subject to change without notice.

June 19, 2018

Residential/Commercial Mowing Products

ZD Series



ZD1500 SERIES ZERO TURN MOWER

ZD1500 SERIES BID SPECIFICATIONS			
ENGINE	ZD1511RL-60R	ZD1511RLF-72R	ZD1511LF-72
Make & Model	Kubota V1505-T (w/ DPF)		
Type	4 Cylinder, Liquid-Cooled, Diesel		
	Turbo Diesel Engine		
Engine HP (Gross)	30.8 HP (23 kW)		
Rated Revolution	2500 RPM		
Displacement	91.41 cu. in. (1498 cm ³)		
Compression Ratio	23 : 1		
Lubrication	Forced Lubrication		
Cooling System	Liquid w/ Pressurized Radiator		
Air Cleaner	Double Paper Filter w/ Cyclone Precleaner		
Fuel Injection Pump Type	Bosch MD Type Pump		
Oil Pump Type	Trochoidal Pump		
Oil Filter	Full Flow Spin-On Filter – Replaceable treated paper element		
CAPACITIES			
Fuel Tank	12.9 gal. (49 L)		
Engine Coolant	4.9 qt (4.6 L)		
Engine Crank Case	6.8 qt (6.4 L)		
Transmission & Rear Axle Case w/ Filter	12.8 qt (12.1 L)		
DRIVETRAIN			
Transmission Type	2 Hydrostatic Transmissions (HST) w/ Gear Reduction		
PTO Type	Shaft Drive		
PTO Clutch System	Hydraulic Independent PTO Clutch w/ Wet Multi Disks		
PTO Brake System	Wet Multi Disk		
Front Axle Capacity	440 lbs (200 kg)		
Rear Axle Capacity	1918 lbs (870 kg)		
Brakes	Wet Disks (Foot Operated)		
Final Drive	Spur Gear		
Speed (Forward)	0 to 10.6 mph (0 to 17 km/h)		
Speed (Reverse)	0 to 5.3 mph (0 to 8.5 km/h)		
STEERING			
Type	Rear Wheel Drive Steering System		
HYDRAULICS MID PTO			
Clutch	Hydraulic		
Type	Live Independent PTO		
FUEL SYSTEM			
Fuel Type	Diesel #1 [below 14 F (-10 C)] or Diesel #2 [above 14 F (-10 C)]		
ELECTRICAL			
Electrical System	12 Volts		
Battery	SMF24R (12 V, CCA 670 A)		
Alternator	60 Amps @ 12 Volts		
Engine Shut-Off	Electrically Engine Stop Mechanism		
Cold Temperature Start Aid	Glow Plug (optional Block Heater available)		

Specifications subject to change without notice.

June 19, 2018

Residential/Commercial Mowing Products

ZD Series



ZD1500 SERIES ZERO TURN MOWER

ZD1500 SERIES BID SPECIFICATIONS (Cont'd)			
ELECTRICAL (Cont'd)	ZD1511RL-60R	ZD1511RLF-72R	ZD1511LF-72
Gauges	Hour Meter, Engine Temperature, Fuel Gauge, Battery Voltage Meter		
Indicator Lights (Easy Checker)	Engine Oil Pressure		
	Electrical Charge		
	Glow Plug Indicator (Pre-Heating Indicator)		
	Fuel Gauge		
	Coolant Temperature Gauge		
	Master System Warning		
	Hour Meter		
SAFETY EQUIPMENT			
Noise Level @ Operator's Ear w/ PTO Engaged	≤95 dB(A)		
	Foldable ROPS (Roll Over Protective Structures)		
	Seat Belt		
	Operator's Presence – Active Start		
	Parking Brake Set – Active Start		
	PTO Disengaged – Active Start		
	Control Levers in Neutral Lock – Active Start		
	Kubota Orange (Highly Visible)		
DIMENSIONS			
Maximum Overall Height from Top of ROPS	78.7 in (2000 mm)		
Length	104.7 in (2660 mm)		
Width w/o Mower Deck	59.4 in (1510 mm)	60.6 in (1540 mm)	
Wheelbase	61.4 in (1560 mm)		
Weight w/ Mower	2006 lbs (910 kg)	2050 lbs (930 kg)	2006 lbs (910 kg)
Minimum Ground Clearance	5.31 in (135 mm)		
TIRES			
Front	15 x 6.5 – 8 Smooth Semi-Pneumatic (Non-Flat Tire)		
Rear	26 x 12 – 16 (Low Profile)		
IMPLEMENTS			
Optional	N/A		OCDC (Operator Controlled Discharge Chute) (ZD5972)
	Engine Block Heater (70000-73274)		

Specifications subject to change without notice.
June 19, 2018

Residential/Commercial Mowing Products

ZD Series



ZD1500 SERIES ZERO TURN MOWER

ZD1500 SERIES BID SPECIFICATIONS (Cont'd)			
ACCESSORIES (Cont'd)	ZD1511RL-60R	ZD1511RLF-72R	ZD1511LF-72
Optional	Mulching Kit w/ Blades (F5266)	Mulching Kit w/ Blades (ZD3168)	Mulching Kit w/ Blades (ZD3167)
	N/A		KARU Mulching (Tooth Style) Blade (77700-07937)
	Deluxe Fiberglass Canopy (E1123)		
	Work Light Kit (ZD3116A)		
	ROPS Organizer (E1184)		
INSTRUCTION IDENTIFICATION			
	Permanently installed English & Spanish decals and diagrams		
	Instruments & controls use various universal symbols		
PRODUCT SUPPORT			
	Operators Manual comes included with purchase of machine		
	Parts & Service Manuals are available at minimal cost		
WARRANTY			
Residential	24 Months including Mower Deck		
Commercial	24 Months including Mower Deck		

ZD1500 SERIES MOWER DECK BID SPECIFICATIONS			
MODEL	RCK60P-1500Z	RCK72RP-1500Z	RCK72P-1500Z
Suitable Mower Model	ZD1511RL-60R	ZD1511RLF-72R	ZD1511LF-72
Mounting Method	Quick Joint, Parallel Linkage		
Cutting Height Adjustment	Dial Gauge		
Cutting Width	60 in (1524 mm)	72 in (1829 mm)	
Cutting Height	1.0 to 5.0 in (25 to 127 mm)		
Weight	320 lbs (145 kg)	375 lbs (170 kg)	
Blade Tip Speed	17300 fpm (88 m/s)	18400 fpm (93 m/s)	
Blade Length	20.6 in (523 mm)	24.6 in (625 mm)	
Number of Blades	3		
Total Deck Length	39.4 in (1000 mm)	45.5 in (1155 mm)	45.8 in (1162 mm)
Total Deck Width	63.0 in (1600 mm)	75.2 in (1910 mm)	85.8 in (2180 mm)
Total Height	16.5 in (420 mm)	16.3 in (413 mm)	16.6 in (421 mm)

Specifications subject to change without notice.

June 19, 2018

Residential/Commercial Mowing Products

ZD Series

KUBOTA

ZD1511

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model # V1505T w/ DPF
30.8 Gross HP @ 3000 rpm
91.4 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped, Adjustable

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant 3.96 qts
w/ Recovery tank
Crankcase w/ Filter 4.1 qts
Transmission Case 12.8 qts
and Axle Gear

TIRES AND WHEELS

Front 15 x 6.5 - 8 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

DIMENSIONS

Height (rops up): 78.7"
Height (rops down): 64.6"
Length: 104.7"
Width Overall (w/o Mower):
(ZD1511RL-60R) 59.4"
(ZD1511LF-72) 60.6"
(ZD1511RLF-72R) 60.6"
Wheelbase: 61.4"
Weight:
(ZD1511RL-60R) 1984 lbs.
(ZD1511LF-72) 2006 lbs.
(ZD1511RLF-72R) 2028 lbs.

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Air Ride Suspension Seat
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SIDE DISCHARGE MOWER

72" Kubota PRO Deck w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

REAR DISCHARGE MOWER

60" and 72" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

+ Manufacturer Estimate

ORDER CODE	DESCRIPTION	FACTORY NUMBER	APPROX. SHIP WT.	SUGGESTED LIST PRICE
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*** STANDARD MACHINE ***

ZD1511LF-72	Zero Turn Mower with ROPS 72" Kubota PRO Deck w/ACS	K16Z897Z14	2430	\$ 21,663.00
ZD1511RL-60R	Zero Turn Mower with ROPS 60" Kubota PRO Deck; Rear Discharge Mower Deck	K16Z113Z24	2410	\$ 20,658.00
ZD1511RLF-72R	Zero Turn Mower with ROPS 72" Kubota PRO Deck; Rear Discharge Mower Deck	K17Z289Z48	2455	\$ 22,166.00
Replacement Tires and Wheels (price per piece)*				
K3451-18020	Front Semi-pneumatic Caster Tire/Wheel Assembly			Order from Parts Department
K3441-17300	Rear Turf Tire/Wheel Assembly			Order from Parts Department

Prices and specifications subject to change without notice. F.O.B. KTC designated shipping point.
Complete revision December 21, 2017.

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Awarded Supplier Information

Supplier Name: Newton Equipment, LLC
DBA Stewart Martin
Equipment

Supplier ID #: 0000294838

Supplier Address: PO Box 38

City: Okmulgee

State: OK

Zip Code: 74447 -

Contact Person Name: Joey Newton or Rick Brown

Phone #: 1-918-756-3560

Title: Owner

Fax #: 1-918-756-3563

Email: info@smekubota.com

Website: www.smekubota.com

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ **Address:**

City:

State:

Zip Code:

Contract ID #: 5231

Delivery: n/a

Minimum Order: n/a

P/Card Accepted: ☒ Yes

☐ No

Other:



CONTRACT

State of Oklahoma

Supplier 0000294838
STEWART MARTIN EQUIPMENT
12801 HWY 75 PO BOX 38
OKMULGEE OK 74447
USA

Dispatch via Print

Contract ID			Page	
00000000000000000005164			1 of 1	
Contract Dates		Currency	Rate Type	Rate Date
04/01/2018 to 03/31/2019		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW190 Mowers & Handheld Equip.			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	21101708 / 1000030687 MOWER: Parts	EA	1.00	0.00	0.00	0.00
2	27112014 / 1000030686 MOWER: Push mower	EA	1.00	0.00	0.00	0.00
3	27112014 / 1000030685 MOWER: Riding mower	EA	1.00	0.00	0.00	0.00
4	27112700 / 1000030697 HAND POWER TOOLS: Landscaping tools parts	EA	1.00	0.00	0.00	0.00
5	27112700 / 1000030696 HAND POWER TOOLS: Landscaping tools	EA	1.00	0.00	0.00	0.00
6	27112701 / 1000030691 BLOWER: Power blowers parts	EA	1.00	0.00	0.00	0.00
7	27112701 / 1000030690 BLOWER: Power blowers	EA	1.00	0.00	0.00	0.00
8	27112712 / 1000030695 TRIMMER: Parts	EA	1.00	0.00	0.00	0.00
9	27112712 / 1000030692 TRIMMER: Power trimmer	EA	1.00	0.00	0.00	0.00
10	27112746 / 1000030689 CHAINSAW: Chain saw parts	EA	1.00	0.00	0.00	0.00
11	27112746 / 1000030688 CHAINSAW: Chain saw	EA	1.00	0.00	0.00	0.00

COMMENTS:

SW190 Mowers and Handheld Equipment

Contract Period: 04/01/2018 - 03/31/2019
Agreement Period: 04/01/2018 - 03/31/2019

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

ATTACHMENT A

MOWERS. Riding Mowers, Mowers for Golf Courses, Lawn tractors. Attachments for the equipment. Options for the equipment, small pull behind trailers, water tanks. Seeders, rollers, fertilizer spreaders, aerators,

[illegible]

Trade-in allowed? X Yes No.

Multiple Unit discount of _____% Based on quantity purchased? _____ Yes ☒ No. Based on dollar amount spent? _____ Yes ☒ No.

If dollar amount how much? \$ _____

OEM Repair Parts discount is 10 % After Market Parts discount is 10 %

ATTACHMENT C

Hand Held Equipment. Blowers, Chain Saws, Edgers, Trimmers, Small leaf, wood chip stand alone mulchers, Sprayers, Small stand alone tillers, Hedge trimmers, polesaws.

[illegible]

Trade-in allowed? Yes X No.

Multiple Unit discount of _____% Based on quantity purchased? _____ Yes X No. Based on dollar amount spent? _____ Yes
X No.

If dollar amount how much? \$ _____

OEM Repair Parts discount is 5 % After Market Parts discount is 5 %

DCS/PURCHASING

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