

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
August 15, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Minutes from the August 1, 2016 meeting.
 - b. Acceptance of Sanitary Sewer Rehab project, Contract No. SMA-15-01 and place maintenance bond into effect.
 - c. Authorize staff to purchase several various size Neptune water meters and associated parts from HD Supply Water Works in the amount of \$96,199.48.
 - d. Authorize staff to purchase 25 loads of Aqualum and 10 loads of Caustic Soda from HCl Brenntag Southwest, Inc. in the amount of \$180,600.00.
2. Discussion, consideration and possible action to authorize staff to enter into contract negotiations with Burns and McDonnell for engineering services related to Capital Improvement Projects.
3. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
4. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 08/15/2016

SMA Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 1, 2016 meeting.

Fiscal Impact

Attachments

SMA Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, AUGUST 1, 2016, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:30 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bushong, Gillham, Harrod, Mainord, Hall, Shaw, Dykstra

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

a. Minutes from the July 18, 2016 meeting.

A motion was made by Trustee Hall, seconded by Trustee Harrod, to approve Consent Agenda item No. 1(a). Motion carried 7-0.

AYE: Hall, Harrod, Mainord, Shaw, Dykstra, Bushong, Gillham

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:04 p.m.)

WES MAINORD
CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, SECRETARY

Shawnee Municipal Authority

1. b.

Meeting Date: 08/15/2016

Sanitary Sewer Memo

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

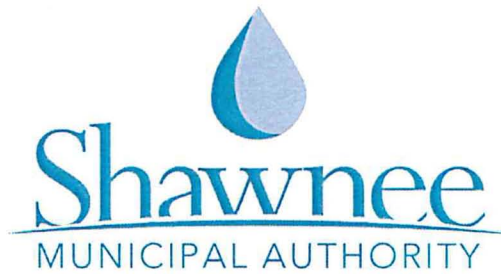
Title of Item for Agenda

Acceptance of Sanitary Sewer Rehab project, Contract No. SMA-15-01 and place maintenance bond into effect.

Fiscal Impact

Attachments

Sanitary Sewer Memo



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director *S.N.*
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 08/15/2016
Re: CIP-SMA-15-01 Sanitary Sewer Rehab Project Maintenance Bonds

Nature of the Request: Staff is respectfully requesting that the City Commission accept the following maintenance bonds placing it into effect August 15th, 2016.

Staff Analysis, Considerations: Sanitary Sewer Rehab project SMA-15-01 was awarded to Jordan Contractors September 15th, 2014 and rewarded for a second year July 7th, 2015. The project has been completed with 24,922 LF of existing sanitary sewer lines rehabilitated.

Recommendation: Staff respectfully recommends that the City Commission accepts completion of this project placing the maintenance bond into effect. After acceptance of the maintenance bond, any problem that may arise will be covered at a cost of 100% for first year, and 10% the second year, starting with the acceptance date of the maintenance bond.

Budget Consideration:

Budgeted Amount: \$2,000,000

Actual Project Cost: \$1,888,790

MAINTENANCE BOND

#87C001557

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of Nine hundred and eight thousand seven hundred and ninety Dollars (\$ 908,790.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 15th day of September, 2014.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Shawnee Municipal Authority/City of Shawnee, Beneficiary, dated September 15th, 2014, for
(State or Other Entity)

CONTRACT NO. SMA-15-01: SANITARY SEWER REHAB PROJECT

(VARIOUS LOCATIONS), all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** (**{one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price}**) for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST:

Sheila T. Jordan

PRINCIPAL:

Jordan Contractors, Inc.

BY

Jimmy N. Jordan

TITLE Jimmy N. Jordan - President

(SEAL)

ATTEST:

Lisa Sherman

SURETY:

The Ohio Casualty Insurance Company

BY

Wendy Hollen
Attorney-in-Fact

NAME Wendy Hollen

MAINTENANCE BOND

#87C003810

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of New Hampshire and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto

the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of

Nine hundred and eighty thousand Dollars (\$ 980,000.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, and ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 7th day of July, 2015.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Shawnee Municipal Authority/City of Shawnee, Beneficiary, dated July 7th, 2015, for
(State or Other Entity)

CONTRACT NO. SMA-15-01: SANITARY SEWER REHAB PROJECT

(VARIOUS LOCATIONS), all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** (**{one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price}**) for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST:

Sheela J. Jordan

(SEAL)

ATTEST:

Lisa Osborn

PRINCIPAL:

Jordan Contractors, Inc.

BY

Jimmy N. Jordan - President

SURETY:

The Ohio Casualty Insurance Company

BY

Wendy Hollen
Attorney-in-Fact

NAME Wendy Hollen

Shawnee Municipal Authority

1. c.

Meeting Date: 08/15/2016

Meter Purchase

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

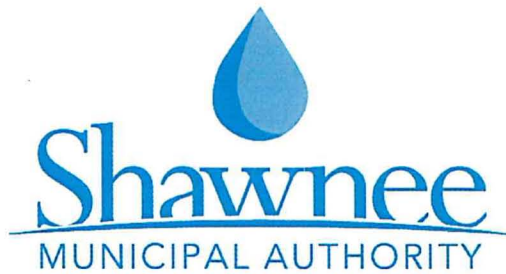
Title of Item for Agenda

Authorize staff to purchase several various size Neptune water meters and associated parts from HD Supply Water Works in the amount of \$96,199.48.

Fiscal Impact

Attachments

Water Purchase



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director *S.N*
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 08/15/2016
Re: Bulk Cold Water Purchase

Nature of the Request: Staff is respectfully requesting authorization to purchase several various size Neptune water meters and associated parts from HD Supply Water Works in the amount of \$96,199.48. HD Supply is the sole distributor for Neptune water meters in our area. Please, see attached tabulation of quotes.

Staff Analysis, Considerations: The City of Shawnee's Utility department and the Utility billing department uses Neptune Technology exclusively thus standardizing equipment.

Recommendation: Staff is respectfully requesting that the City Commission approve the request.

Budget Consideration: Budgeted amount \$150,000.

Requisition # _____

City of Shawnee

Tabulation of Quotes

Date: 7/25/2016

Check Vendor To Use

☒ Vendor☐ Vendor☐ Vendor

Name: Daniel Fullbright

On Requisition

HD Supply WaterWorks.

No Bid

No Bid

Valuation: Items from \$100.00 to \$7,499.00

Expenditure		Phone Number	(405) 495-0699					
Account Number		Salesman	Craig Copeland					
5-1040-5235		Delivery Date						
		F.O.B. Point						
Quan	Unit	Stock # - Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
150	ea.	Neptune 5/8X3/4 T-10 D/R Disc Meters.	45.17	6,775.50	No Bid	No Bid	No Bid	No Bid
5	ea.	Neptune 1" T-10 D/R Disc Meters.	135.00	675.00		-		-
3	ea.	1-1/2 T-10 900I GAL RW2G43SG89	570.67	1,712.01		-		-
		Neptune Register.		-		-		-
3	ea.	2" T-10 R900I RW2G53SG89 Neptune	685.33	2,055.99		-		-
		Register.		-		-		-
5	ea.	EC2ARWG1SG59 2" TRU/FLO CPMD	1,888.89	9,444.45		-		-
		Meter GAL W/External Antenna NL.		-		-		-
5	ea.	EC3BRWG1SG60 3" TRU/FLO CPMD	2,472.22	12,361.10		-		-
		Meter GAL W/External Antenna NL.		-		-		-
5	ea.	Neptune EC3CRWG 4" TRU/FLO CPMD	3,136.11	15,680.55		-		-
		Meter R900I PIT SNUB ANT; NL.		-		-		-
4	ea.	Netune EC3DR8G 6" TRU/FLO GAL D/R	5,097.22	20,388.88		-		-
		Compound Meter NL.		-		-		-
10	ea.	R900I Register 1" & Antenna 6'.	164.77	1,647.70		-		-
10	ea.	R900I Register 6" & Antenna 20'.	176.14	1,761.40		-		-
10	ea.	R900I Register 1" & Antenna 20'.	176.14	1,761.40		-		-
2	ea.	2" UME R900I Compound GAL.	1,137.10	2,274.20		-		-
2	ea.	3" UME R900I Compound GAL.	1,475.81	2,951.62		-		-
4	ea.	4" UME R900I Compound GAL.	1,750.00	7,000.00		-		-
4	ea.	6" UME R900I Compound GAL.	2,427.42	9,709.68		-		-
		This order is to replenish depleted		-		-		-
		stock. Price is an estimation.		-		-		-
Freight/Shipping /Handling Charges								
Total				96,199.48		No Bid		No Bid

Justification if not lowest bid: Neptune meters are a vendor specific item. Neptune is currently the only meters that we use in the City.

April 29, 2016

To Whom It May Concern:

I am writing this letter to confirm that HD Supply WaterWorks is the sole authorized distributor for Neptune Technology Group in the State of Oklahoma.

HD Supply WaterWorks handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local Meter and Reading Systems Specialist for the State of Oklahoma is Kevin Cherrington and he can be reached on his cell at (918) 844-6211.

If you have any question or need anything else please give me a call at (281) 794-3133. We appreciate your business.



Sincerely,

Charlie Trimble
Senior Territory Manager

Daniel Fullbright

From: Copeland, Craig <Craig.Copeland@hdsupply.com>
Sent: Thursday, July 21, 2016 5:34 PM
To: Daniel Fullbright
Subject: METER PRICES
Attachments: SHAWNEE NEPTUNE R900I METER_7-21-2016_529_PM.pdf

Daniel,

Here are the meter prices. These prices are good until 12-31-16

Thank you,

Craig Copeland
Outside Sales Representative
HD Supply Waterworks
Branch 123
Oklahoma City, OK
405-406-4410 Cell Phone



Bid Proposal for NEPTUNE-R900I UME

CUSTOMER

All Bidders

Job

NEPTUNE-R900I UME

Bid Date: 07/25/2016

CONTACT

Sales Representative

Craig Copeland

(M) 405-406-4410

(T) 405-495-0699

(F) 405-495-2016

(E) Craig.Copeland@hdsupply.com

HD Supply Waterworks

8401 Southwest 15th

Oklahoma City, OK 73128

(T) 405-495-0699

NOTES

Price are good until 12-31-2016



Bid Proposal for NEPTUNE-R900I UME

All Bidders**Bid Date:** 07/25/2016**HD Supply Bid #:** 133001**HD Supply Waterworks**

8401 Southwest 15th

Oklahoma City, OK 73128

Phone: 405-495-0699**Fax:** 405-495-2016

Seq#	Qty	Description	Units	Price	Ext Price
10		UME-(DROP-IN ASSEMBLY)			
20	1	9700-028 2" HPT UME GAL P/R	EA	366.94	366.94
30	1	9700-120 3" UME COMPLETE HPT D/R GAL NO LEAD	EA	580.65	580.65
40	1	4" TURBINE UME DR USG 9700-220 DIRECT READ	EA	705.65	705.65
50	1	NEPTUNE 9700-328 6" HPT UME PROREAD GAL. 6W PIT	EA	1,217.74	1,217.74
60	1	8" UME TURBO R900I	EA	1,553.23	1,553.23
				SUBTOTAL	4,424.21
80		UME COMPOUND			
90	1	2" UME R900I COMPOUND GAL	EA	1,137.10	1,137.10
100	1	3" UME R900I COMPOUND GAL	EA	1,475.81	1,475.81
110	1	4" UME R900I COMPOUND GAL	EA	1,750.00	1,750.00
120	1	6" UME R900I COMPOUND GAL	EA	2,427.42	2,427.42
				SUBTOTAL	6,790.33
				Sub Total	11,214.54
				Tax	0.00
				Total	11,214.54

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
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Bid Proposal for SHAWNEE--NEPTUNE METERS

CUSTOMER	CITY OF SHAWNEE 111 S KICKAPOO SHAWNEE, OK 74801	Job SHAWNEE--NEPTUNE METERS Bid Date: 05/24/2016
	Sales Representative Craig Copeland (M) 405-495-0699 (T) 405-495-0699 (F) 405-495-2016 (E) Craig.Copeland@hdsupply.com	HD Supply Waterworks 8401 Southwest 15th Oklahoma City, OK 73128 (T) 405-495-0699
CONTACT		
NOTES		



Bid Proposal for SHAWNEE--NEPTUNE METERS

CITY OF SHAWNEE
Bid Date: 05/24/2016
HD Supply Bid #: 100052

HD Supply Waterworks
8401 Southwest 15th
Oklahoma City, OK 73128
Phone: 405-495-0699
Fax: 405-495-2016

Seq# Qty		Description	Units	Price	Ext Price
10	150	NEPTUNE 5/8X3/4" T10 D/R USG DISC METER PLS REGISTER PLS BOTTOM CAP ED2B31R8G1 NO LEAD	EA	45.17	6,775.50
20	5	T10 1" NEPTUNE ED2F11R8G1 D/R USG MTR CI BOTTOM DISC METER NO LEAD	EA	135.00	675.00
				Sub Total	7,450.50
				Tax	0.00
				Total	7,450.50

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
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Bid Proposal for OK-SHAWNEE NEPTUNE R900I METER

CUSTOMER	CITY OF SHAWNEE 111 S KICKAPOO SHAWNEE, OK 74801	Job OK-SHAWNEE NEPTUNE R900I METER Bid Date: 03/21/2016 05:00 p.m.
	Sales Representative Craig Copeland (M) 405-406-4410 (T) 405-495-0699 (F) 405-495-2016 (E) Craig.Copeland@hdsupply.com	HD Supply Waterworks 8401 Southwest 15th Oklahoma City, OK 73128 (T) 405-495-0699
CONTACT		
NOTES	Price are good until 12-31-2016	



Bid Proposal for OK-SHAWNEE NEPTUNE R900I METER

CITY OF SHAWNEE
Bid Date: 03/21/2016 05:00 p.m.
HD Supply Bid #: 68347

HD Supply Waterworks
 8401 Southwest 15th
 Oklahoma City, OK 73128
Phone: 405-495-0699
Fax: 405-495-2016

Seq#	Qty	Description	Units	Price	Ext Price
10		BID ITEM #1			
20	1	T10 5/8X3/4 R900I METER USG W/ EXT ANT, NO LEAD PLASTIC BTM, ED2B31RWG1SG59	EA	195.75	195.75
		END PACKAGE			195.75
30		BID ITEM #2			
40	1	1" T10 R900I-ENH RW2G33SG89 NEPTUNE REGISTER	EA	340.00	340.00
		END PACKAGE			340.00
50		BID ITEM #3			
60	1	1-1/2" T10 900I GAL RW2G43SG89 NEPTUNE REGISTER	EA	570.67	570.67
		END PACKAGE			570.67
70		BID ITEM #4			
80	1	2" T10 900I RW2G53SG89 NEPTUNE REGISTER	EA	685.33	685.33
		END PACKAGE			685.33
90		COMPOUND METER			
100		BID ITEM #5			
110	1	EC2ARWG1SG59 2" TRU/FLO CPMD METER GAL W/EXTERNAL ANTENNA NO LEAD	EA	1,888.89	1,888.89
120	1	EC3BRWG1SG60 3" TRU/FLO CPMD METER GAL W/EXTERNAL ANTENNA NO LEAD	EA	2,472.22	2,472.22
130	1	NEPTUNE EC3CRWG 4" TRU/FLO COM -POUND MTR R900I PIT SNUB ANT; NO LEAD	EA	3,136.11	3,136.11
140	1	NEP EC3DR8G 6" TRU/FLO GAL D/R COMPOUND METER NO LEAD	EA	5,097.22	5,097.22
		END PACKAGE			12,594.44
150		TURBO METERS			
160		BID ITEM #6			
170	1	NEPTUNE ET4ARWG3 2" TURBINE R9 00I METER NO LEAD	EA	802.78	802.78
180	1	NEPTUNE ET4BR7G5 3" HP TURBINE METER PR 4WHL GAL NO LEAD	EA	1,159.72	1,159.72
190	1	ET4CRWG1SG60 4" HPT TURBINE R9 00I METER W/20'EXT ANTENNA PIT GAL; NO LEAD	EA	1,500.00	1,500.00
200	1	ET4DRWG3SG89 6 HP TURBINE MTR R900I ENHANCED GAL W/EXTERNAL ANTENNA NO LEAD	EA	2,680.56	2,680.56
		END PACKAGE			6,143.06
210		BID ITEM #7			
220	1	R900I REGISTER & ANTENNA 6'	EA	164.77	164.77
230	1	R900I REGISTER & ANTENNA 20'	EA	176.14	176.14
		END PACKAGE			340.91
		Sub Total			20,870.16
		Tax			0.00
		Total			20,870.16

TERMS AND CONDITIONS OF SALE("Terms")

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2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
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6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
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15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Shawnee Municipal Authority

1. d.

Meeting Date: 08/15/2016

Chemical Purchase

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

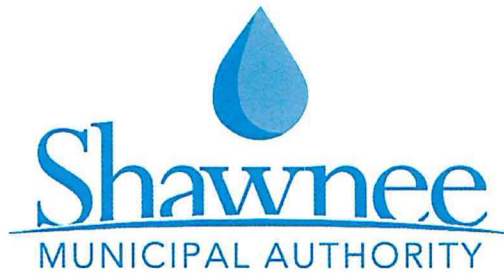
Title of Item for Agenda

Authorize staff to purchase 25 loads of Aqualum and 10 loads of Caustic Soda from HCl Brenntag Southwest, Inc. in the amount of \$180,600.00.

Fiscal Impact

Attachments

Chemical Purchase



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director S.N.
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 08/15/2016
Re: Bulk Chemical Purchase

Nature of the Request: Staff is respectfully requesting authorization to purchase 25 loads of Aqualum and 10 loads of Caustic Soda from HCI Brenntag Southwest, Inc. in the amount of \$180,600. Aqualum & caustic soda are essential chemicals needed in the water treatment process. Please, see the attached tabulation of quotes.

Staff Analysis, Considerations: If approved by the City Commission these chemicals will last the water treatment plant up to 6 months thus avoiding several P.Os.

Recommendation: Staff is respectfully requesting that the City Commission approve the request.

Budget Consideration: Budgeted amount \$400,000.

S.N

Requisition #

City of Shawnee

Tabulation of Quotes

Date:

7/22/2016

Check Vendor To Use

☒ Vendor☐ Vendor☐ Vendor

Name:

Jacob Wickware

On Requisition

Brenntag

Southwest
ChemicalOMNI Water
Consultants Inc

Valuation: Items from \$100.00 to \$7,499.00

Expenditure
Account Number
5-1030-5215

Phone Number	(800) 722-3145	(405) 343-5523	(918) 323-0001
Salesman			
FAX P.O TO			(918) 323-0003
F.O.B. Point			

Quan	Unit	Stock # - Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1,200,000		25 Loads of Aqualum 1,200,000lbs.	0.10	121,800.00	0.12	147,000.00	0.13	150,000.00
480,000		10 loads of Caustic Soda 480,000lbs	0.12	58,800.00	0.12	59,760.00	0.16	74,400.00
				-		-		-
				-		-		-
				-		-		-
				-		-		-
		Caustic is needed in the water		-		-		-
		treatment process		-		-		-
				-		-		-
				-		-		-
		Alum is a Coagulant Aid needed to		-		-		-
		Treat Water at the Water Treatment		-		-		-
		Plant.		-		-		-
				-		-		-
				-		-		-
				-		-		-
				-		-		-
		Prices are estimated.		-		-		-
				-		-		-
				-		-		-
				-		-		-
				-		-		-
Freight/Shipping /Handling Charges			EST					
			Total	180,600.00		206,760.00		224,400.00

Justification if not lowest bid:



Brenntag Southwest, Inc.

To: Jacob Wickware
City of Shawnee
From: Jim DeLozier
CC: Nowata Customer Service
Date: May 16, 2016
Subject: Price Quote

Thank you for this opportunity to quote on your chemical requirements. We are pleased offer you the following prices for your consideration.

Product Name	Product Code	Container	Price	Deposit / Notes
Aqualum 2165	456584	Bulk tanker	\$ 0.1015	Price firm thru Dec 30, 2016

If you have any questions, or need any further information, please do not hesitate to give me a call. Your can reach me at the Office Toll Free at (800) 722 – 3145 ext 20, or anytime on my cell phone at (918) 637 0335.

Thanks,

Jim DeLozier
Branch Manager, Nowata
Brenntag Southwest, Inc.



Brenntag Southwest, Inc.

To: Jacob Wickware
City of Shawnee
From: Jim DeLozier
CC: Jami Blom
Date: July 20, 2016
Subject: Price Quote: Caustic Soda

Jacob,

Thank you for this opportunity to quote on your chemical requirements. We are pleased offer you the following prices for your consideration.

Product Name	Product Code	Container	Price	Deposit / Notes
Caustic Soda, 50% Diaphragm	607485	Bulk tanker	\$ 0.1225	Price firm through Dec 2016

Prices continue to move upwards and if in the event a major increase happens, I will offer a minimum of 30 day written notice.

If you have any questions, or need any further information, please do not hesitate to give me a call. Your can reach me at the Office Toll Free at (800) 722 – 3145 ext 20, or anytime on my cell phone at (918) 637 0335.

Thanks,

Jim DeLozier
Branch Manager, Nowata
Brenntag Southwest, Inc.



June 9, 2016

Jacob Wickware
City of Shawnee
801 S Kickapoo
Shawnee, Ok. 74802

Dear Jacob:

We are all fine at Southwest Chemical Services thank you for asking and allowing Southwest Chemical Services to offer this product to you. The price is delivered to your facility.

SOUTHWEST CHEMICAL SERVICES is able to provide

Alum – Polymer blend for \$245.00 per liquid ton (\$0.1225 per liquid pound) in bulk delivered to your facility.

This price is valid until November 30, 2016 and is subject to reconfirmation thereafter. Please contact me at (405) 343- 5523 if you have any questions or if I can be of any assistance.

Rodger Gilchrist
Sales Manager
Southwest Chemical Services
Email; rodger@southwestchem.com



June 27, 2016

Jacob Wickware
City of Shawnee
801 S Kickapoo
Shawnee, Ok. 74802

Dear Jacob:

Thank you for allowing Southwest Chemical Services to offer this product to you.
The price is delivered to your facility.

SOUTHWEST CHEMICAL SERVICES is able to provide

Sodium Hydroxide 50% Membrane grade for \$0.1245 per liquid pound or \$249.00 per liquid ton in bulk delivered to your facility. This quote is for ten (10) loads of Membrane grade 50% Caustic.

This price is valid until October 15, 2016 and is subject to reconfirmation thereafter.
Please contact me at (405) 343- 5523 if you have any questions or if I can be of any assistance.

Rodger Gilchrist
Senior Account Representative
Southwest Chemical Services
Email; rodger_gilchrist@yahoo.com

City of Shawnee
Jacob Wickware
WTP Supervisor
801 S. Kickapoo
Shawnee, OK 74801

Attn: Jacob Wickware
Re: Chemical Price Quote

June 21, 2016

Dear Mr. Wickware,

Thank you for this opportunity to provide a price quote for the chemicals required at your water treatment plant. I am happy to offer the following for your consideration:

<u>Product</u>	<u>Quantity</u>	<u>Price</u>
Alum	Truckload Quantity	.1250/#

The above price is delivered, with NO fuel surcharge or Delivery/Washout Fees.

Quote valid for 45 days

Lead time required is 7 business days

Terms are net 30 days from delivery

Price based on OMNI Water Consultants being sole provider on all of the products listed in this quote.

Again, thank you for your interest in our products and services. If I can be of any assistance, please do not hesitate to contact me at 918-323-0001.

Sincerely,

Cale DeLozier
VP of Production & Distribution
OMNI Water Consultants, Inc.

Jacob Wickware

From: Cale DeLozier <cdeLozier@omniwater.net>
Sent: Friday, July 22, 2016 2:28 PM
To: Jacob Wickware
Subject: Caustic Quote
Attachments: cdeLozier.vcf

Jacob,

I apologize for the delay in this quote. I had it checked off my list as done but I can't find where I actually sent anything.

Let me know if I can do anything for you. Thank You for the opportunity.

50% Caustic Soda Liquid Bulk T/L: \$0.155/# Delivered

Thank You,

--

Cale DeLozier
Vice President

OMNI Water Consultants, Inc.
1580 Industrial Ave.
PO BOX 891
Vinita, Oklahoma 74301

918.520.6574 Cell/Text
918.323.0001 Office/Orders/Tech

www.facebook.com/omniwaterconsultants
www.linkedin.com/in/cdeLozier

"Service, Support and Solutions"

Shawnee Municipal Authority

2.

Meeting Date: 08/15/2016

Negotiations for Engineering

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to authorize staff to enter into contract negotiations with Burns and McDonnell for engineering services related to Capital Improvement Projects.

Fiscal Impact

Attachments

Negotiations for Engineering



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director *S.N*
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 08/15/2016
Re Authorize Staff to Negotiate Contract for CIP-SMA-16-01:

Nature of the Request: Staff is respectfully requesting authorization from City Commission to enter into contract negotiations with Burns & McDonnell for engineering services related to several CIP projects listed in our RFQ. (Please see attached)

Staff Analysis, Considerations: July 5th, 2016 staff requested statements of qualifications from 16 engineering firms (see attached) for engineering services pertaining to several capital improvement projects. August 10th, 2016 staff interviewed four (4) qualified engineering firms SRB, Guernsey, Cabbiness and Burns & McDonnell. If approved by the City Commission staff will bring the finalized contract back to the City Commission for approval September 6th, 2016.

Recommendation: Staff respectfully request that the City Commission approve the request.

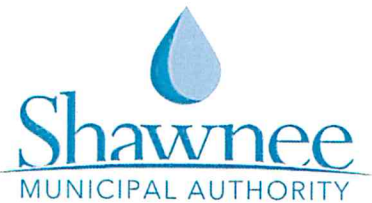
Budget Consideration: Staff does not know the cost for services until negotiations have been completed.

Shawnee
MUNICIPAL AUTHORITY

Engineer Contacts for RFQ 2016 Water & Wastewater
Improvements

Cardinal Engineering Attn: Kelsey Murphy 3700 W. Robinson, Suite 200 Norman OK, 73072 'kelsey.murphy@eccgrp.com'	CH2M Hill 400 N. Walker Ave, Suite 180 Oklahoma City OK 73102 sorren@ch2m.com
Alan Plummer Associates Inc Attn: Joe Painter 14755 Preston Rd Suite 325 Dallas TX 75254 jpainter@apaienv.com	Cabbiness Engineering, LLC Attn: Mindi Coleman 333 12th Ave S.E. Suite 200 Norman OK 73071-4941 mindi@cabbinessengineering.com
The Benham Group Attn: Kaye Crain 9400 N. Broadway Ext Suite 300 Oklahoma City OK 73114 Kaye.Crain@benham.com	Carollo Engineering Attn: Tom Crowley 100 N.E. 5th Street Oklahoma City OK 73104 tcrowley@carollo.com
Black & Veatch Attn: Andrew Doerflinger 2601 NW Expressway Suite 505W Oklahoma City OK 73112 doerflingerao@bv.com	CDM 8140 Walnut Hill Lane Ste 1000 Dallas TX 75231 wagenercr@cdmsmith.com
CH Guernsey Attn: Paula Hofford 5555 North Grand Blvd Oklahoma City OK 73112-5542 Paula.hofford@guernsey.us	Professional Engineering Consultants Mike Kyser 303 S. Topeka Wichita, KS 67202 Mike.Kyser@pec1.com

Freese and Nichols, Inc. Attn: Clay Herndon 6303 N. Portland Ave, Suite 100 Oklahoma City OK 73112 wch@freese.com	The Schemmer Associates 4516 NW 36th St Suite 101 Oklahoma City OK 73122 tcochran@schemmer.com
Tetra Tech Attn: Michael Dewings 119 N. Robinson Ave Suite 700 Oklahoma City OK 73102 Michael.dewings@tetrattech.com	Smith Roberts Baldischwiler Attn: Karl Baldischwiler 100 NE 5th Street Oklahoma City OK 73104 karlb@srbok.com
MKEC Engineering Consultants, Inc. Attn: Brian Hill 1000 W. Wilshire Ste 346 Oklahoma City OK 73116 bhill@mkec.com	Cowan Group Engineering Attn: Lindsey Olsen 7100 N. Classen Blvd Suite 500 Oklahoma City OK 73116 lindsey@cowangroup.co



Shawnee Municipal Authority
2016 Water and Wastewater Improvements
Key Considerations

Comprehensive Water and Wastewater Master Plan (Completed in 2014)

- Evaluated Water Source(s), Treatment and Distribution (pumping, storage, piping)
- Evaluated Wastewater Collection System (piping, pumping), Treatment and Discharge
- Provided phased recommendations for improvements over approx. 30 years
- Master Plan was an overview of all facilities; did not include detailed design

Projects selected for current RFQ were based upon Phase 0 recommendations for water and wastewater treatment, with a couple of extra items that had become priority since the completion of the report. Water distribution and wastewater collection system projects will be accomplished through separate projects. Phases 1, 2 and 3 will be considered at a later date as demands, permit conditions and/or regulatory requirements change.

All projects must consider short-term and long-term effects with respect to SMA's master plan.

SMA has funding in place for engineering studies and design.

SMA is in the process of considering funding alternatives for construction and has already implemented necessary financial reviews and increased rate structures to provide financing for construction of projects. RFQ requires engineering consultant to have experience with various funding structures.

RFQ requests engineering firms provide detailed qualifications related to these specific types of water and wastewater treatment improvements. Experience with similar types of clients is also required.

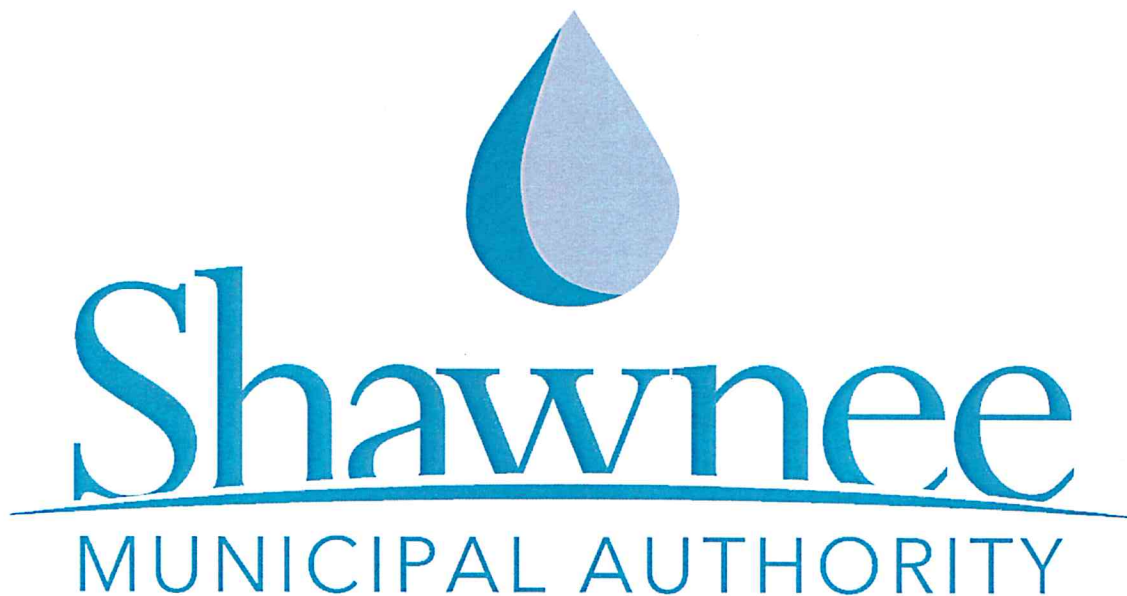
RFQ is for complete engineering services from planning, engineering report, design, permitting, bidding, and construction services. Complete anticipated scope of services is included in the RFQ (Section 7).

RFQ Due Date: Monday, July 25, 2016 @ 4:00 pm

A Pre-Submittal site visit to the water plant and both wastewater plants is scheduled for July 21st at 9 (am/pm). Interested parties must contact **Lyndsay Pickens** at Lyndsay.Pickens@Shawneeok.org to sign-up and for more information.

RFQ #: SMA-16-01-CIP Engineering Services

Request for Qualifications



Release Date

July 5th, 2016

Submittal Due Date

4:00 P.M., CST Monday, July 25th, 2016

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1. General Information

The Shawnee Municipal Authority (SMA) is soliciting requests for a qualified Engineering firm to provide engineering services related to specific water and wastewater projects located at the Shawnee Water Treatment Plant (WTP), Shawnee South Wastewater Treatment Plant (South WWTP) and Shawnee North Wastewater Treatment Plant (North WWTP). The selected firm will be responsible for preparing all necessary documents related to the planning, design, permitting, and bidding of the water and wastewater system facilities as described in further detail in Section 2. In addition, the selected firm will assist the SMA with the bidding, contracting and construction administration of the project(s). Furthermore, the SMA may include resident inspection services during construction of the project(s).

In 2014, SMA completed a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvements Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects. The projects to be considered for this RFQ are short term recommendations of the Master Plan.

2. Project Descriptions

Table 1 presents a summary of the short term CIP projects identified in the 2014 Water and Wastewater Master Plan as high priority projects. This RFQ is part of a process to select a qualified firm to perform engineering related services for these projects.

Table 1 - Summary of RFQ Related Projects						
CIP ID	Description	Location	Element	Capacity (MGD)(1)		Notes
				Existing	Proposed	
WT-2	Filter Rehabilitation	WTP	Filters	5.65	7.5	(2)
WT-3	Filter Piping Replacement	WTP	Filters	7.5	11.5	(3)
WT-4	Add 1 Clarifier	WTP	Solids Settling	2	1	(4)
WT-5	New Backwash Tank	WTP	Filters	-	0.350 MG	(5)
WWTP-1	South Plant New Headworks	South WWTP	Headworks	-	3.0	(6)
WWTP-2	South Plant Digester Rehab	South WWTP	Anaerobic Digesters	VSS red for Class B	VSS red for Class B	(7)
WWTP-4	North Plant Peak Flow Holding Basin Improvements	North WWTP	Peak Flow Holding	0.1	8	(8)
WWTP-5	North Plant Effluent Bypass	North WWTP	Effluent Bypass	N/A	N/A	(9)
	North Plant Bar Screen	North WWTP	Headworks	N/A	N/A	(10)

Notes:

- (1) Capacity is presented in peak day flow, unless otherwise indicated.
- (2) Filter rehabilitation includes raising filter troughs, installation of GAC media, instrumentation and controls to filters. Unit capacity based upon one (1) filter out of service.
- (3) Includes modifying filter effluent piping to install larger control valves and installing a new air scour blower.
- (4) Installation of one new solids contact clarifier with a capacity of 1 MG.
- (5) Installation of a new 350,000 gallon backwash water storage tank at the WTP site.
- (6) Headworks improvements assume installation of grit collection and fine screen with mechanical screen bypass.
- (7) Digester improvements consist of new mixing system, sludge storage, FOG receiving station, heat exchangers, and overall general repairs of the anaerobic digesters.
- (8) Peak flow holding basin includes new basins and upgrade of pumping system to convey overflow.
- (9) Effluent bypass includes bypass of effluent weir and parallel line to the outfall at the river, approximately 1 mile from WWTP.
- (10) Headworks improvements include evaluation of existing mechanical bar screen, bypass facilities, and grit removal system for upgrade and/or replacement.

The primary objectives for each of the RFQ related projects is summarized in Table 2 and associated notes:

Table 2 - Primary Objectives of RFQ Projects							
CIP ID	Description	Location	Reason for Project				Notes
			Rehabilitate / Repair	Regulatory	Capacity	Other	
WT-2	Filter Rehabilitation	WTP	X	X	X		
WT-3	Filter Piping Replacement	WTP	X	X	X		
WT-4	Add 1 Clarifier	WTP		X	X		
WT-5	New Backwash Tank	WTP	X			X	(11)
WWTP-1	South Plant New Headworks	South WWTP	X	X		X	(12)
WWTP-2	South Plant Digester Rehab	South WWTP	X			X	(13)
WWTP-4	North Plant Peak Flow Holding Improvements	North WWTP	X	X	X		
WWTP-5	North Plant Effluent Bypass	North WWTP	X		X		
	North Plant Bar Screen	North WWTP	X	X			(14)

Notes:

- (11) Helps to avoid surges within the system causing water line breaks when filters are backwashed.
- (12) Headworks modifications will improve facilities operation and reduce the impact of snails on the influent lift pumps and other mechanically driven process (filter distribution arms, clarifier rakes, etc.)
- (13) Digester improvements will improve overall plant safety and allow more consistent operations of digester system.
- (14) Existing North Plant headworks facilities have reached design life (20 years) and allow excessive trash and debris to pass through to the treatment process. This has resulted in operation and maintenance problems and lowered effluent quality.

3. Minimum Qualifications

This project will require the submitting engineering firms to have the following minimum qualifications:

- A project manager with ten (10) or more years of related experience in the management of similar water and wastewater treatment facility projects.
- At least one (1) project in the past 5 years which has included any of the following elements:
 - Repair/Rehabilitation or replacement of water treatment plant filters.
 - Repair/Rehabilitation or replacement of wastewater treatment plant headworks facilities.
 - Repair/Rehabilitation or replacement of anaerobic digestion facilities.
 - Repair/Rehabilitation or replacement of wastewater peak flow holding facilities.
- At least one (1) project in the past 5 years which involved engineering design and construction administration of State of Oklahoma Revolving Fund (SRF) water and/or wastewater projects.

4. **RFQ Schedule:**

It is the desire of the Shawnee Municipal Authority to immediately begin work on the planning, design and permitting of these projects. Furthermore, SMA intends to expedite the selection of a qualified engineering firm and contract negotiations. The anticipated RFQ schedule is as follows:

Event	Date
Issue RFQ	July 5, 2016
Statement of Qualifications Due	July 25, 2016
Evaluate and Rate Submittals	August 1, 2016
Complete Interviews (if applicable)	August 12, 2016
Consultant Selection, Begin Contract Negotiation	August 15, 2016
Finalize Contract	September 6, 2016
Consultant Notice to Proceed	September 7-8, 2016

*Additional task submittal dates will be established within the Contract for Engineering Services.

5. **Submittal Requirements:**

Format: The response to this request for proposal shall not be longer than thirty (30) 8.5"x 11" pages, including covers, cover letter, dividers, text, resumes, and any other materials used to respond to this RFQ. One side of paper is considered to be one page. 11"x17" pages may be included but will count as two (2) pages with double sided 11" x17" pages counting as four (4) pages. Any responses containing more than the allotted pages will be considered non-compliant with these requirements.

Content: At a Minimum, the following content should be included with the request for qualifications.

A. **General Requirements:** Including:

- a. Cover Letter (limited to no more than two pages)
- b. Table of Contents
- c. Statement regarding conformance with insurance requirements, non-collusion, and regulatory requirements defined in this RFQ.

B. **Qualifications of Firm (s):** Include the following:

- a. General qualification and information about the firm and any potential subconsultants
- b. A listing of at least Three (3) Projects completed by the firm in the past 5 years that include any and/or all of the following elements:
 - i. Repair/Rehabilitation or replacement of water treatment plant filters.
 - ii. Repair/Rehabilitation or replacement of wastewater treatment plant headworks facilities.
 - iii. Repair/Rehabilitation or replacement of anaerobic digestion facilities.
 - iv. Repair/Rehabilitation or replacement of circular water treatment plant clarifiers.

- v. Repair/Rehabilitation or replacement of peak flow holding facilities.
 - c. For each of the Firm's referenced projects provide the following:
 - i. Contact Name
 - ii. Contact Phone Number
 - iii. Project Cost
 - iv. Project Duration
 - v. Compliance with Budget and Schedule
 - d. A listing of at least Two (2) projects completed by the proposed subconsultant firms in the past 5 years in the proposed areas of expertise.
 - e. For each of the Subconsultants reference projects provide the following:
 - i. Contact Name
 - ii. Contact Phone Number
- C. Project Controls: Please include a description of the project controls and quality assurance/quality controls to be utilized on this project.
- D. Project Team and Availability: Provide the following information indicating the education, training, registration and amount of relevant experience of the proposed key personnel:
 - a. Team organizational chart and resumes for key team members
 - b. A listing of key team members and availability
 - c. A description of the teams past experience in working on similar projects.

6. Request for Qualifications

6.1 Inquiries

All inquiries related to the RFQ or the specific projects should be directed to:

Steve Nelms, SMA Utility Director
Public Works Service Center
111 S. Kickapoo
Shawnee, OK 74801
405-273-1960
snelms@shawneeok.org

6.2 Submission Requirements

To meet the requirements of this Request for Qualifications, a firm must submit a minimum of three (3) bound copies of the Statement of Qualifications with one PDF copy on CD or flash drive **no later than 4:00 P.M., CST July 25, 2016**

The RFQ must be received in a sealed envelope bearing the following information and delivered according to the following instructions:

RFQ Title: Water and Wastewater CIP Projects Request for Qualifications
Due Date: July 25, 2016
Due Time: 4:00 P.M., CST

MAIL OR HAND DELIVER TO

ATTN: City Clerk
City of Shawnee
16 W. 9th Street,
Shawnee, OK, 74801

6.3 Late Responses

Late responses will not be accepted.

6.4 Selection

CONTRACT AWARD: The SMA will review responses to this RFQ that meet the requirements set forth in this document and received prior to the designated closing date. Upon review of all qualified firms, the selection committee will, through its own judgment and process, rank all the proposals. No more than three (3) of the highest ranked firms may be asked to make an oral presentation to describe the understanding and approach to work for each of the projects. The selection committee will then select a Consultant for the proposed project.

The SMA will negotiate a contract for engineering services based on the following process:

- The Consultant will be contacted and contract negotiations will begin.
- The SMA will attempt to negotiate a contract at a fair and reasonable price for the defined scope of work.
- If the SMA is unable, after good faith efforts, to negotiate a satisfactory contract with the Consultant, the SMA will formally end negotiations with that Consultant and begin negotiations with the next highest ranked Consultant.
- The SMA shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract

SMA reserves the right to reject all or any portion of the responses to this Request for Qualifications. Solicitation of this Request for Qualifications does not bind SMA to award any contract to any firm(s). SMA further reserves the discretion to select more than one firm to provide the different service requirements covered by this Request for Qualifications.

SMA reserves the right to request clarification of information submitted and to request additional information from respondents.

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written approval of SMA.

The SMA reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter

into a contract with the SMA. Following consultant selection, the successful consultant shall prepare a proposal and scope of work for review by the SMA.

CONTRACT NEGOTIATION: The SMA reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the SMA.

EQUAL OPPORTUNITY EMPLOYMENT: The successful consultant or consultants must comply with the Shawnee Municipal Authority equal opportunity requirements. The Shawnee Municipal Authority is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

TITLE VI: It is the Shawnee Municipal Authority's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in **Attachment "A"**. Please review insurance requirements prior to submitting a statement of qualifications. If selected firm is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the SMA.

NON-ENDORSEMENT: As a result of the selection of a firm to supply products and/or services to the SMA, firm agrees to make no reference to the SMA in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the SMA.

NON-COLLUSION: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

6.5 Signed Responses

The RFQ shall be signed by one of the legally authorized officers of said engineering firm.

6.6 Acceptance of Responses

The SMA reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the SMA to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the SMA to accept or contract for any expressed or implied services.

7. Anticipated Scope of Services

The engineering firm will be required to provide the following services when selected:

Establish a scope of work and fee for engineering services to be negotiated with SMA for an Agreement of Engineering Services.

1. General Services for Project

- Develop Project Work Plan
- Develop Monthly Project Progress Reports
- Develop Monthly Project Scope Reports
- Develop Monthly Expenditures Reports
- Develop Monthly Schedule Reports

2. Design Services

- Project Management
- Prepare Design Work Plan
- Prepare Quality Management Plan
- Conduct Regular Project Meetings with City Staff
- Conduct Project Meeting with the Public, if need be
- Present Project Updates to City Council
- Prepare Preliminary Design Technical Memorandum- The engineering report for the filters has been prepared and submitted to ODEQ for review and approval. Consequently, engineering report will need to address the remaining water projects and reference the engineering report for the filters as an attachment. It is anticipated that a separate engineering report will be needed for the wastewater projects as the water and wastewater projects will be funded through different SRF funding entities. The engineering reports shall be prepared in accordance with the Oklahoma Funding Agency Coordinating Team guidelines and checklists for review and approval by the Oklahoma Department of Environmental Quality and any funding agency(s).
- Prepare Construction Drawings
- Prepare Project Specifications
- Field/Site Surveying
- Easement acquisition assistance, if needed
- Land acquisition assistance, if needed
- Prepare Construction Cost Estimate

- Prepare all necessary documentation for funding agency review and approval including environmental review.
- Agency Coordination, including permitting and meetings with agency representatives (ODEQ, OWRB, City of Shawnee Code Services, USACE Tulsa District))
- Project Advertisement and Bidding (Assistance in Pre-Bid Meeting, including tour of project site with prospective bidders, respond to written questions from plan holders, prepare addenda to contract drawings and/or specifications, review apparent lowest responsible bidder, verify conformance with construction documents, check references, and prepare letter summarizing results of bid evaluation)
- Printing and sale of contract documents

3. Services during Construction

- Project Management
- Project Meetings (construction progress meetings)
- Prepare responses to Requests for Information (RFI's)
- Review shop drawings and other submittals
- Evaluate contractor change order requests and claims
- Prepare change order requests and change orders
- Review monthly payment requests
- Miscellaneous Construction Phase Services (if necessary, conduct factory witness tests of equipment, perform substantial completion walk-thru and develop punch list of incomplete work items, make recommendation to City Staff regarding substantial completion of construction)
 - Final walkthrough and recommend final acceptance
 - Prepare As-built Drawings
 - Provide post construction services.

8. Evaluation Criteria

Evaluations will be based on the following criteria:

- Experience of firm with similar projects and clients.
- Experience of the proposed project team and key team members with key project elements.
- Overall quality of Statement of Qualifications, including adherence to Submittal Requirements.

The Review Committee will select firm(s) deemed most qualified and responsive to the Request for Qualifications. After the completion of the review process, the committee will notify the up to three (3) finalize for in-person oral interviews before the Review Committee. If your organization is selected for interview you will notified with more information on the interview process.

Communications with SMA during the RFQ review process must be coordinated through the contact provided in this RFQ.

ATTACHMENT "A" INSURANCE REQUIREMENTS

The Engineer will be responsible for obtaining insurance as required by Shawnee Municipal Authority (SMA) and the State of Oklahoma to protect and hold harmless all City employees and SMA from liability in cases of accident and injury to persons or property. At a minimum, the following amounts of insurance coverage are required during the life of the contract:

- a) Workers' Compensation: Statutory
- b) General Liability
 - Each Occurrence: \$1,000,000
(Bodily Injury and Property Damage)
 - General Aggregate: \$2,000,000
- c) Professional Liability
 - Annual Aggregate: \$1,000,000
- d) Automobile Liability
 - Combined Single Limit \$1,000,000
(Bodily Injury and Property Damage)
- e) Valuable Paper Insurance \$ Not less than 50% of total fee