

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
July 15, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the July 1, 2013 regular meeting.
 - b. Accept North Side Sewer Plant Screw Pump Project (SMA 13-02) and place Maintenance Bonds in effect.
 - c. Accept North Park Sewer Line Replacement Project (SMA-13-03) and place Maintenance Bonds in effect.
2. Consider Bids:
 - a. Jefferson Terrace Water Line Project SMA 14-01 (Award)
 - b. Water Treatment Sludge Removal Project SMA-14-02 (Open)
3. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 07/15/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the July 1, 2013 regular meeting.

Attachments

Minutes 7-1-13

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, JULY 1, 2013, 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: Agee, Mainord, Hall, Winterringer, Smith

ABSENT: Stephens, Harrod

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

- a. Minutes from the June 17, 2013 regular meeting
- b. Accept Midland Street Water Line Replacement Project and place maintenance bonds into effect.
- c. Accept Belfair Memory Care Water Line Extension Project and place maintenance bonds into effect.
- d. Authorize staff to purchase a 12 yard tandem dump truck from the state contract bid.
- e. Acknowledge Wes Watkins Reservoir (City of McLoud) Budget for FY 2013-14.

A motion was made by Trustee Smith, seconded by Trustee Winterringer, to approve the Consent Agenda item Nos. 1(a-e). Motion carried 5-0.

AYE: Smith, Winterringer, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 2: Consider and take action with respect to a resolution authorizing the execution of professional services agreements pertaining to the financing of certain capital improvements by The Shawnee Municipal

Authority (the “Authority”), including the construction of water park improvements and municipal communications improvements and equipment; authorizing the authority’s financial advisor to distribute bid packages to prospective financial institutions in connection with the referenced financing; and containing other provisions relating thereto.

Mr. Chris Gander of BOSC, and Mr. Nate Ellis of the Public Law Finance Group, both came before the Commission to explain the financing options regarding Shawnee Municipal Pool. It was noted that it was previously thought that the construction of the radio tower on the north side of Shawnee would be included in this financing package, however, it appears that a better tower option will be a lease with Motorola. This item will appear on a future agenda. Regarding the pool financing, Mr. Gander and Mr. Ellis both noted that volatility of the market as the present time. The current interest rate today is 2.4%, however, the rate may be subject to change. It was determined by the Commissioners present that loan terms would be for seven years. The passing of the proposed resolution will allow the bond counsel to go forward with trying to secure financing.

Resolution No. SMA-2013-4 was introduced.

A RESOLUTION AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS PERTAINING TO THE FINANCING OF CERTAIN CAPITAL IMPROVEMENTS BY THE SHAWNEE MUNICIPAL AUTHORITY (THE “AUTHORITY”), INCLUDING THE CONSTRUCTION OF WATER PARK IMPROVEMENTS; AUTHORIZING THE AUTHORITY’S FINANCIAL ADVISOR TO DISTRIBUTE BID PACKAGES TO PROSPECTIVE FINANCIAL INSTITUTIONS IN CONNECTION WITH THE REFERENCED FINANCING; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

A motion was made by Trustee Smith, seconded by Trustee Hall, to approve a resolution authorizing the execution of professional services agreements pertaining to the financing of certain capital improvements by The Shawnee Municipal Authority (the “Authority”), including the construction of water park improvements and municipal communications improvements and equipment; authorizing the authority’s financial advisor to distribute bid packages to prospective financial institutions in connection with the referenced financing; and containing other provisions relating thereto. Motion carried 5-0.

AYE: Smith, Hall, Winterringer, Agee, Mainord
NAY: None

AGENDA ITEM NO. 3: Consider Bids:

a. Jefferson Terrace Water Line Replacement Project (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Davenport Construction Edmond, OK	\$606,011.00
Jordan Contractors, Inc. Tecumseh, OK	\$579,887.00
Orion Construction Oklahoma City, OK	\$428,779.38

Public Works Director Steve Nelms read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Trustee Winterringer, seconded by Trustee Hall, to defer the bid award to the July 15, 2013 Shawnee Municipal Authority meeting. Motion carried 5-0.

AYE: Winterringer, Hall, Smith, Agee, Mainord
NAY: None

AGENDA ITEM NO. 4: 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. 5: Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 6:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:19 p.m.)

ATTEST:

(SEAL)

WES MAINORD
CHAIRMAN

PHYLLIS LOFTIS, CMC
SECRETARY

Shawnee Municipal Authority

1. b.

Meeting Date: 07/15/2013

Accept SMA 13-02 and Maint Bonds

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Accept North Side Sewer Plant Screw Pump Project (SMA 13-02) and place Maintenance Bonds in effect.

Attachments

Maint Bonds and Accept Project

Steve Nelms
Utility Director
405-273-1960

Lyndsay Pickens
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550

Mayor
WES MAINORD



111 S. Kickapoo, Shawnee, OK 74801

Greg Price
Plant Manager
405-878-1662

Brad Schmidt
Maintenance Manager
405-878-1513

Commissioners
Pam Stephens
Linda Agee
James Howard
Keith Hall
John Winterringer
Steve Smith

MEMORANDUM

To: Mayor and City Commission
From: Steve Nelms, Utility Director
CC: Brian McDougal, City Manager. Cindy Sementelli, Finance Director
Date: 7-08-2013
Re: Maintenance Bonds

Nature of the Request:

Staff is requesting that the City Commission accept two maintenance bonds placing them into effect:

1. North Side Sewer Plant Screw Pump Project (SMA 13-02)
2. North Park Sewer Line Replacement Project (SMA 13-03)

Staff Analysis, Considerations:

Both projects have been inspected by the SMA Construction Inspector. Both projects were installed to city specs and meet all city guidelines.

Recommendation:

Staff respectfully requests that the City Commission accept the North Side Screw Pump Replacement Project (SMA13-02) maintenance bond and the North Park Sewer Line Replacement Project (SMA 13-03) maintenance bond, placing both bonds into effect July 15th 2013.

Budget Consideration:

If there is a problem with any of these projects the acceptance of the maintenance bonds will alleviate and offset some cost city's repair cost, 100% of the cost will be covered with in the 1st year and 10% of the total project cost will be covered with in the 2nd year of the bonds.

1. North Side Sewer Line Screw Pump Project (SMA 13-02) final cost \$203,000 budgeted amount \$250,000
2. North Park Sewer Line Replacement Project (SMA 13-03) final cost \$97,547 budgeted amount \$1,000,000

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: we, the undersigned
Wynn Construction Co. Inc. as Principal, and
Western Surety Company a corporation organized
under the laws of the State South Dakota and authorized to transact business
in the State of Oklahoma, as Surety, are hereby held and firmly bound unto the
SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE, BENEFICIARY,
SHAWNEE, OKLAHOMA, as OWNER
^{Two Hundred Three Thousand}
in the penal sum of and No/ 100 (\$203,000) for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns, by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with the SHAWNEE
MUNICIPAL AUTHORITY/CITY OF SHAWNEE, BENEFICIARY, SHAWNEE,
OKLAHOMA, dated _____, 2012, for CONTRACT NO. SMA-13-02,
REPLACE SCREW PUMPS.

all in compliance with the plans and specifications therefore, made a part of said
CONTRACT and on file in the office of the City Clerk, City of Shawnee, 16 W. 9th Street, 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, then (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 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.

Signed, this 29th day of October, 2012.

ATTEST:

Aileen Bahner
Secretary

Seal (If Corporation)

Joan Thompson
Witness (To Principal)

ATTEST:

Secretary (Surety)

Seal

Markete Moore
Witness (To Surety)

5100 N. Classen, Suite 300

Address

Oklahoma City, Okla 73118

Wynn Construction Co. Inc.

Rick Thompson
Principal
11901 N. Eastern Ave.,
Address



Oklahoma City, Oklahoma 73131

Address

Western Surety Company

Surety

Sharon Dean McCain

Sharon Dean McCain

Attorney-in-fact

5100 N. Classen, Suite 300

Address

Oklahoma City, Okla 73118

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary Jarmon, Sharon Dean Mc Cain, David Dutton, Michael F Ross, Jana D Dean, Bill Orcutt, Jeffrey J Burton, Dillon B Rosenhamer, Individually

of Oklahoma City, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2012.



WESTERN SURETY COMPANY

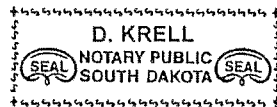
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of April, 2012, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 29th day of October, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

WYNNCON01C

SMCCAIN

DATE (MM/DD/YYYY)

10/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

INSURICA - Oklahoma City
P O Box 25928
Oklahoma City, OK 73125

CONTACT**NAME:**

PHONE (A/C, No, Ext): (405) 523-2100

FAX

(A/C, No): (405) 556-2332

E-MAIL:**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: Bituminous Casualty Corp.

20095

INSURER B: Bituminous Fire & Marine Insurance Co.

20109

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Wynn Construction Co., Inc.
11901 N. Eastern Avenue
Oklahoma City, OK 73131

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CLP3577433	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
B	AUTOMOBILE LIABILITY		CAP3577432	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION S				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☐ N	WC3577431	10/1/2012	10/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SMA-13-02 - Replace Screw Pumps

CERTIFICATE HOLDER

Shawnee Municipal Authority/City of Shawnee
16 W. 9th Street
P. O. Box 1448
Shawnee, OK 74802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Shawnee Municipal Authority

1. c.

Meeting Date: 07/15/2013

SMA-14-02 Accept Project and Maint Bonds

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Accept North Park Sewer Line Replacement Project (SMA-13-03) and place Maintenance Bonds in effect.

Attachments

Maint Bonds and Accept Project

Steve Nelms
Utility Director
405-273-1960

Lyndsay Pickens
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550

Mayor
WES MAINORD



111 S. Kickapoo, Shawnee, OK 74801

Greg Price
Plant Manager
405-878-1662

Brad Schmidt
Maintenance Manager
405-878-1513

Commissioners
Pam Stephens
Linda Agee
James David
Keith Hall
John Winterringer
Steve Smith

MEMORANDUM

To: Mayor and City Commission
From: Steve Nelms, Utility Director
CC: Brian McDougal, City Manager. Cindy Sementelli, Finance Director
Date: 7-08-2013
Re: Maintenance Bonds

Nature of the Request:

Staff is requesting that the City Commission accept two maintenance bonds placing them into effect:

1. North Side Sewer Plant Screw Pump Project (SMA 13-02)
2. North Park Sewer Line Replacement Project (SMA 13-03)

Staff Analysis, Considerations:

Both projects have been inspected by the SMA Construction Inspector. Both projects were installed to city specs and meet all city guidelines.

Recommendation:

Staff respectfully requests that the City Commission accept the North Side Screw Pump Replacement Project (SMA13-02) maintenance bond and the North Park Sewer Line Replacement Project (SMA 13-03) maintenance bond, placing both bonds into effect July 15th 2013.

Budget Consideration:

If there is a problem with any of these projects the acceptance of the maintenance bonds will alleviate and offset some cost city's repair cost, 100% of the cost will be covered with in the 1st year and 10% of the total project cost will be covered with in the 2nd year of the bonds.

1. North Side Sewer Line Screw Pump Project (SMA 13-02) final cost \$203,000 budgeted amount \$250,000
2. North Park Sewer Line Replacement Project (SMA 13-03) final cost \$97,547 budgeted amount \$1,000,000

Bond No. GR22448

MAINTENANCE BOND
(Defect Bond)

Trent Construction, L.L.C., as Principal, and
Granite Re, Inc., a corporation organized under the laws of
the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as
Surety, are held and firmly bound unto Shawnee Municipal Authority
(City, Town, or Trust Authority)

in the penal sum of ninety five thousand four hundred forty seven dollars & no/100's
Dollars (\$95,447.00) in lawful money of the United States of America, said sum
being equal to one hundred percent (100%) of the contract price, for 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.

The condition of this obligation is such that whereas said Principal entered into a written contract with
Shawnee Municipal Authority dated December 18, 2012 for
North Park Block 5 Sewer Line Replacement all in compliance
with the plans and specifications therefore, made a part of said contract and on file in the office of
The Landrun Group, LLC

NOW, THEREFORE, if said principal shall pay or cause to be paid to
Shawnee Municipal Authority (City, Town or Trust Authority) all damage, loss and expense
which may result by reason of defective materials and/or workmanship in connection with said work
occurring within a period of one (1) year from and after the acceptance of said project
by Shawnee Municipal Authority (City, Town or Trust Authority)
then this obligation shall be null and void, otherwise to be and remain in full force and effect.

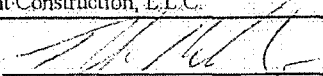
It is further expressly agreed and understood by the parties that no changes or alterations in said contract
and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the
sureties, or any of them, from the obligations of the Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its 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 set forth below.

DATED this 2nd day of January, 2013.

PRINCIPAL:

Trent Construction, L.L.C.

BY: 

SURETY:

Granite Re, Inc.

By: 

Attorney-in-Fact Donna Stevens

ATTEST:



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. PAYNE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

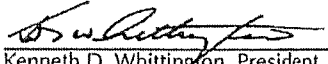
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

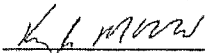
RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. PAYNE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257





Kathleen E. Carlson
Notary Public

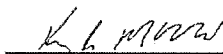
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
2nd day of January, 2013.





Kyle P. McDonald, Secretary/Treasurer

Shawnee Municipal Authority

2. a.

Meeting Date: 07/15/2013

Jefferson Terrace Water Line Award

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Jefferson Terrace Water Line Project SMA 14-01 (Award)

Attachments

Jefferson Terrace Award

Steve Nelms
Utility Director
405-273-1960

Lyndsay Pickens
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550

Mayor
WES MAINORD



111 S. Kickapoo, Shawnee, OK 74801

Greg Price
Plant Manager
405-878-1662

Brad Schmidt
Maintenance Manager
405-878-1513

Commissioners
Pam Stephens
Linda Agee
James Harrod
Keith Hall
John Winterringer
Steve Smith

MEMORANDUM

To: Mayor and City Commission
From: Steve Nelms, Utility Director
CC: Brian McDougal, City Manager. Cindy Sementelli, Finance Director
Date: 7-09-2013
Re: Jefferson Terrace Project SMA 14-01 Award

Nature of the Request:

Staff is requesting that the City Commission Award the Jefferson Terrace Water Line Project (SMA 14-01) to the lowest and best bidder, Orion Construction in the amount of \$428,779.38.

Staff Analysis, Considerations:

After reviewing the bid tabulations and questionnaire staff would like to proceed with the request.

Recommendation:

Staff is recommending that the City Commission approve the request to award the Jefferson Terrace Water Line Project (SMA 14-01) to Orion Construction.

Budget Consideration:

Budgeted amount is \$1,000,000

BID TABULATION SHEET

JEFFERSON TERRACE WATER LINE REPLACEMENT

SMA – 14 – 01

JULY 1, 2013

BIDDER

AMOUNT

DAVENPORT CONSTRUCTION

Edmond, OK

606,011

JORDAN CONTRACTORS, INC.

Tecumseh, OK

579,887

ORION CONSTRUCTION

Oklahoma City, OK

428,779.38

Notice to Bidders

Sealed bids will be received by the Shawnee Municipal Authority/City of Shawnee, Beneficiary 16 W. 9th Street, Shawnee, Oklahoma 74801 or P. O. Box 1448, Shawnee, Oklahoma 74802-1448, up to 4:00 p.m., Monday, July 1, 2013 for:

Bid: Jefferson Terrace Water Line Replacement Project

The Jefferson Terrace Water Line Replacement Project includes replacement of approximately 4,840 feet of dilapidated water line including service lines, connections, and appurtenances in the Jefferson Terrace Addition between Kickapoo and Pottenger Streets from Poplar to Ford Streets, per technical specifications and drawings.

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

Bid: Jefferson Terrace Water Line Replacement Project July 1, 2013

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

IMPORTANT- Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

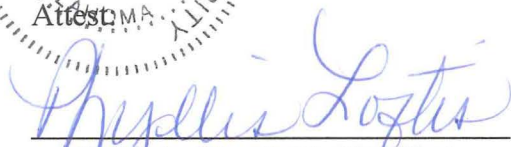
All bids and bidders will be evaluated by LandRun Engineering and the Shawnee Municipal Authority/City of Shawnee, Beneficiary.

The BID DOCUMENTS can be received electronically for \$25.00 or obtained in paper for \$100.00 per set picked up or \$110.00 per set via US mail by contacting LandRun Engineering at (405) 273-4222.

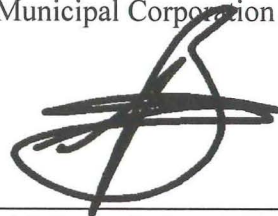
Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street, Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, July 1, 2013.

The Shawnee Municipal Authority/City of Shawnee, Beneficiary reserves the right to reject any or all bids.




Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority
City of Shawnee, Beneficiary
A Municipal Corporation



Brian E. McDougal, General Manager

Bidders List Jefferson Terrace SMA 14-01

Wolf Underground, Oklahoma City, OK

Reed Construction, Norcross, GA

Jordan Contractors, Tecumseh, OK

FT Construction, Oklahoma City, OK

Southwest Waterworks, Oklahoma City, OK

Davenport Construction, Edmond, OK

Krapff-Reynolds Construction, Oklahoma City, OK

Holland Backhoe, Harrah, OK

Abilez Construction, McLoud, OK

Orion Construction, Oklahoma City, OK

Trent Construction, Harrah, OK

Shawnee Municipal Authority

2. b.

Meeting Date: 07/15/2013

Sludge Removal Project -Open

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Water Treatment Sludge Removal Project SMA-14-02 (Open)

Attachments

Notice to Bidders

Bidders List

NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority/City of Shawnee, Beneficiary, 16 W. 9th Street, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., July 15, 2013 for:

WATER TREATMENT PLANT SLUDGE REMOVAL - The Shawnee Municipal Authority/City of Shawnee, Beneficiary will be accepting sealed Bids from qualified contractors to furnish all labor and equipment necessary for the removal, transportation, and proper disposal of approximately 4,000,000* gallons of municipal water treatment plant sludge (south lagoon) from its Water Plant located at 801 S. Kickapoo, Shawnee, OK.

***Quantity to be determined by contractor, but in any case all sludge will be removed for the bid price.**

Contract Documents may be obtained at:

Office of the Utility Director

111 S. Kickapoo

Shawnee, OK 74801

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

WATER TREATMENT SLUDGE REMOVAL

Project No. SMA-14-02

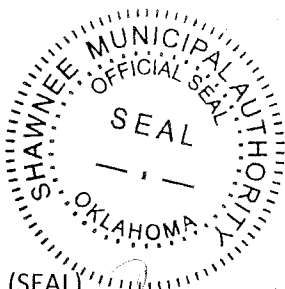
July 15, 2013

The ORIGINAL bid shall be filed with the Trust Secretary of the Shawnee Municipal Authority/City of Shawnee, Beneficiary, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Shawnee Municipal Authority Board of Trustees at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m. July 15, 2013.

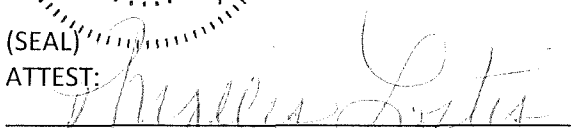
The Shawnee Municipal Authority/City of Shawnee, Beneficiary reserves the right to reject any or all bids.

SHAWNEE MUNICIPAL AUTHORITY, an Oklahoma Public Trust
CITY OF SHAWNEE, BENEFICIARY, a Municipal Corporation

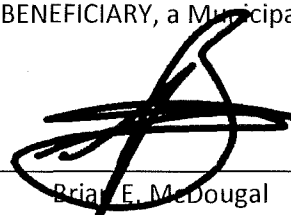


(SEAL)

ATTEST:


Phyllis Loftis, CMC, City Clerk
Trust Secretary

By: _____


Brian E. McDougal
General Manager

Bid List for Water Treatment Sludge Removal
Project No. SMA-14-02
July, 2013

1. Nutri-Ject Systems
P.O. Box 398
Hudson, IA 50643
2. Terra Renewal
P.O. Box 3036
Russellville, AR 72801
3. TWS Inc.
PO Box 71
Lebo, KS 66856
4. BMG Environmental Services, Inc.
2605 Mamie Eisenhower Ave
Boone, IA 50036
5. Nebo Residuals Services
PO Box 136
Rover, AR 72828
6. Synagro
435 Williams Court, Suite 100
Baltimore, MD 21220
7. Sti, Sludge Technology, Inc.
8101 W. 33rd Street S
Muskogee, OK 74401-8341
8. Earth Smart Construction Inc.
17217 E. Marshall Street
Tulsa, OK 74113
9. Ace Pipe
Theresa@acepipe.com

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111 S. Kickapoo

Shawnee, OK 74801

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WATER TREATMENT SLUDGE REMOVAL

Project No. SMA-14-02

July 15, 2013

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Bids will be opened and considered by the Shawnee Municipal Authority Board of City Commissioners at the Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., July 15, 2013.

The Shawnee Municipal Authority/City of Shawnee, Beneficiary reserves the right to reject any or all bids.

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Shawnee Municipal Authority, an Oklahoma Public Trust
City of Shawnee, Beneficiary, a Municipal Corporation

By /s/ Brian E. McDougal
General Manager

(SEAL)

ATTEST

/s/Phyllis Loftis

CMC, Trust Secretary

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee OK 74801
(405) 273-4200

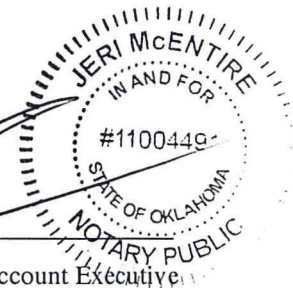
State of Oklahoma
County of Pottawatomie

I, Salonne Carter, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): June 21st & 28th, 2013

Publishing Fee: \$184.86


Salonne Carter, Legal Account Executive



Signed and sworn to before me this 8 day of July, 2013 by Salonne Carter, Authorized Agent.


Jeri McEntire, Notary Public
My Commission Expires: May 16, 2015
Commission No. 11004491