

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
November 20, 2017 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 November 6, 2017 regular meeting.
 - b. Acceptance of Sanitary Sewer Rehab Project (Various Locations), Contract No. SMA-17-01, and placing the Maintenance Bond into effect.
2. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1.a.

Meeting Date: 11/20/2017

SMA Minutes 11-06-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 6, 2017 regular meeting.

Fiscal Impact

Attachments

SMA Minutes 11-06-2017

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, NOVEMBER 6, 2017, 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, Harrod, Finley, Rutherford, Shaw, Salter

ABSENT: Gillham

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

a. Minutes from the October 16, 2017 regular meeting.

A motion was made by Trustee Harrod, seconded by Trustee Bushong, to approve Consent Agenda Item No. 1(a). Motion carried 6-0.

AYE: Harrod, Bushong, Finley, Rutherford, Shaw, Salter

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. (6:58 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, CMC, SECRETARY

Shawnee Municipal Authority

1.b.

Meeting Date: 11/20/2017

Sanitary Sewer Rehab Accept and Mtc Bond

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

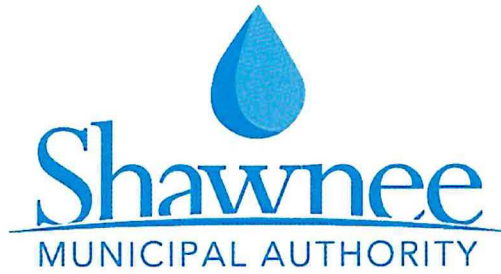
Title of Item for Agenda

Acceptance of Sanitary Sewer Rehab Project (Various Locations), Contract No. SMA-17-01, and placing the Maintenance Bond into effect.

Fiscal Impact

Attachments

Sanitary Sewer Rehab Mtc Bond



MEMORANDUM

To: Justin Erickson, City Manager.

From: Steve Nelms, Utility Director *S.N*

CC: Mayor, and City Commission. Cindy Sementelli, Finance Director

Date: 11/20/2017

Re: Acceptance, Maintenance Bond Capital Project SMA-17-01 (Sewer Line Rehab)

Nature of the Request: Staff is respectfully requesting that the City Commission accept the attached maintenance bond placing it into effect 11/20/2017.

Staff Analysis, Considerations: Staff has inspected all 36,837 LF of pipe and 855 fused house connections installed in this contract. Staff is pleased with the quality of workmanship during the projects installation in its entirety.

Recommendation: Staff respectfully request that the City Commission accept the request placing the maintenance bond into effect.

Budget Consideration: Budgeted Amount \$2,000,000 Project Cost \$2,238,213. After acceptance of the maintenance bonds, any problems that may arise will be covered at a cost of 100% for the first year and 10% the second year.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That IPR SOUTH CENTRAL LLC,

as Principal, and ARCH INSURANCE COMPANY,

Missouri

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 the City of

Shawnee in penal sum of Nine Hundred Ninety Eight Thousand Six Hundred Sixty Two Dollars and Eighty Cents (\$998,662.80)

(\$998,662.80) 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 each 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 29 day of November, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Shawnee Municipal Authority/City of Shawnee, Benilicary, dated November 8th, 2016, for
(State or Other Entity)

CONTRACT NO. SMA-17 01: SANITARY SEWER REPAIR 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.

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)~~

Witness:

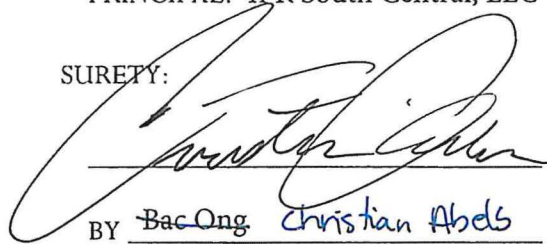
~~ATTEST:~~



Katharine Medina

PRINCIPAL: IPR South Central, LLC

SURETY:



BY Bac Ong Christian Abels

TITLE General Manager Authorized Representative

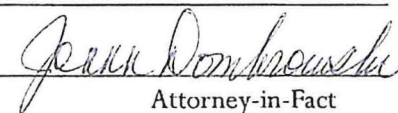
(SEAL)

ATTEST:



SURETY:

ARCH INSURANCE COMPANY

BY 
Attorney-in-Fact

NAME Joann Dombrowski

RECEIVED BY
JUN 06 2017
L. PICKENS

Increase PENALTY RIDER

BOND AMOUNT \$998,662.80

BOND NO. SU1142344

To be attached and form a part of Bond No. SU1142344, executed by Arch Insurance Company as surety, on behalf of IPR South Central LLC as current principal of record, and in favor of Shawnee Municipal Authority/City of Shawnee Beneficiary, as Obligee, and in the amount of Nine Hundred Ninety Eight Thousand Six Hundred Sixty Two Dollars and 80/100 (\$998,662.80).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Arch Insurance Company hereby consents that effective from the 25th day of May, 2017, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: Nine Hundred Ninety Eight Thousand Six Hundred Sixty Two Dollars and 80/100 (\$998,662.80)

TO: Two Million One Hundred Eighty Six Thousand Six Hundred Seventy Four Dollars and 20/100 (\$2,186,674.20)

The Increase of said bond penalty shall be effective as of the 25th day of May, 2017, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 25th day of May, 2017.

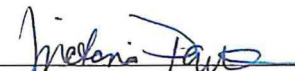
IPR South Central LLC
PRINCIPAL

BY: _____



Arch Insurance Company
SURETY

BY: _____


Victoria P. Parkerson, ATTORNEY-IN-FACT

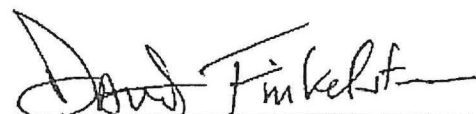
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day of April, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

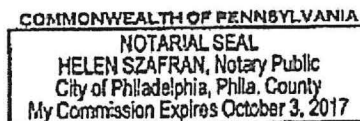


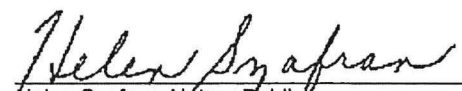

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

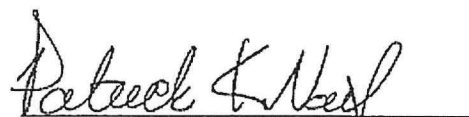



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 18, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of May, 20 17.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



RECEIVED BY
JUN 06 2017
L. PICKENS