

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
November 18, 2019 AT 6:00 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 November 4, 2019 regular meeting.
2. Consideration of approval of emergency wastewater repairs in the estimated amount of \$60,000.00.
3. Consider Bids:
 - a. Digester Cleaning at Southside Wastewater Treatment Plant (Award)

4. New Business

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

5. Adjournment

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 11/18/2019

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 4, 2019 regular meeting.

Fiscal Impact

Attachments

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, NOVEMBER 4, 2019 DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 4:16 P.M. ON OCTOBER 31, 2019. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

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

- a. Minutes from the October 21, 2019 regular meeting.

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

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 2: Consideration of a budget amendment for Shawnee Municipal Authority Fund 501 – Covers fees related to the Oklahoma Water Resources Board 2019A Clean Water SRF Promissory Note for the wastewater treatment plant improvements.

Finance Director Ashley Neel advised this budget amendment covers costs for the loan from Oklahoma Water Resources Board for the wastewater treatment plant improvements.

A motion was made by Trustee Harrod, seconded by Trustee Bolt, to approve a budget amendment for Shawnee Municipal Authority Fund 501 – Cover fees related to the Oklahoma Water Resources Board 2019A Clean Water SRF

Promissory Note for the wastewater treatment plan improvements. Motion carried 7-0.

AYE: Harrod, Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

Consider bids:

a. Digester Cleaning at Southside Wastewater Treatment Plant (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Merrell Brothers Inc. Kokomo, IN	\$313,710.00 Alternate: \$ No bid
Synegro Baltimore, MD	\$375,000.00 Alternate: \$ No bid
Jordon Contractors Tecumseh, OK	\$262,000.00 Alternate: \$40,000.00
Sandyland Environmental Services Allen, OK	\$250,380.00 Alternate: \$ No bid
American Process Group, Inc. Tacoma, WA	\$338,921.00 Alternate: \$ No bid

Utility Director Bradley Schmidt read five (5) bids into the record and requested that the bid award be deferred to allow staff time to review each bid.

A motion was made by Trustee Harrod, seconded by Trustee Rutherford, to defer the bid award to the November 18, 2019 Shawnee Municipal Authority meeting. Motion carried 7-0.

AYE: Harrod, Rutherford, Sehorn, Salter, Bolt, Gillham, Finley

NAY: None

AGENDA ITEM NO. 4:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 5:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:23 p.m.)

ATTEST:

RICHARD FINLEY, CHAIRMAN

LISA LASYONE, SECRETARY

Shawnee Municipal Authority

2.

Meeting Date: 11/18/2019

Emergency Repair

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

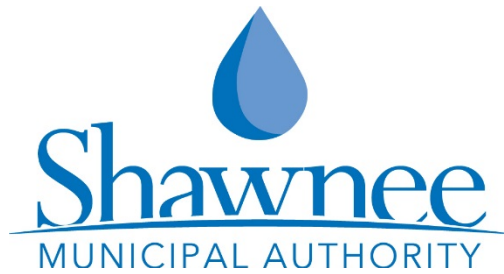
Title of Item for Agenda

Consideration of approval of emergency wastewater repairs in the estimated amount of \$60,000.00.

Fiscal Impact

Attachments

Memo



MEMORANDUM

To: Mayor and City Commissioners
From: Brad Schmidt, Public Works Director
CC: Chance Allison, City Manager
Date: 11/13/2019
Re: Emergency Wastewater Repairs

Staff discovered a wastewater main leaking into the river near South Beard St. Due to the severity, location and health hazards presented staff initiated emergency repairs. Jordan Contractors, who has satisfactorily performed work for SMA in the past, was available to immediately begin the repair process. Repairs are estimated to cost up to \$60,000.

Shawnee Municipal Authority

3. a.

Meeting Date: 11/18/2019

Digester Cleaning

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Digester Cleaning at Southside Wastewater Treatment Plant (Award)

Fiscal Impact

Attachments

Memo

Notice to Bidders

Plan Holders List

Bid Tabulation

Digester RFP



MEMORANDUM

To: Mayor and City Commissioners
From: Brad Schmidt, Public Works Director
CC: Chance Allison, City Manager
Date: 11/13/2019
Re: Award Digester Cleaning

Staff is requesting to defer awarding this project to a future Commission meeting. This will allow staff time to properly review submitted bids before award.

NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority, City Hall, 16 West 9th Street - P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., November 4, 2019 for:

DIGESTER CLEANING AT SOUTHSIDE WASTEWATER TREATMENT PLANT

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

A bid proposal form will be issued by the Shawnee Municipal Authority. 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:

DIGESTER CLEANING AT SOUTHSIDE WASTEWATER TREATMENT PLANT

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.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m. November 4, 2019.

The Shawnee Municipal Authority reserves the right to reject any or all bids.



(SEAL)
ATTEST:

Kacie Eck
Kacie Eck,
Sr. Deputy City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: Lisa Lasyone
Lisa Lasyone
Acting City Manager

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: Jordan Contractors Inc

Contact: _____

Address: 123 S Broadway

Tecumseh, OK

Telephone: 405-598-2169

E-Mail: jordancontractors@gmail.com

Picked Up Specs: emailed 10/7/19

Business Name: Sludge Technologies

Contact: Dan Leatherman

Address: 8101 W 33rd Street South

Muskogee, OK 74401

Telephone 918-683-8192

E-Mail: _____

Picked Up Specs: unknown date

Business Name: Krapff Reynolds Construction Co.

Contact: _____

Address: 2400 NE 4th

Oklahoma City, OK 73117

Telephone: 405-516-0080

E-Mail: bidding@krapff-reynolds.com

Picked Up Specs: emailed 10/7/19

Business Name: Urban Contractor Inc

Contact: A. Hampton

Address: 7113 N Bryant

Oklahoma City, OK 73121

Telephone: 405-478-5370

E-Mail: ahampton@urbancontractors.com

Picked Up Specs: emailed 10/7/19

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: Nutri-Ject Systems Inc
Contact: Scott or Loni
Address: PO Box 398
515 5th Street
Hudson, Iowa 50643
Telephone: 319-988-4601
E-Mail: scott@nutriject.com, loni@nutriject.com
Picked Up Specs: emailed 10/15/19

Business Name: Ace Pipe Cleaning
Contact: Theresa
Address: 4000 E Truman Road
Kansas City, MO 64127
Telephone: 816-241-2891
E-Mail: theresa@acepipe.com
Picked Up Specs: emailed 10/7/19

Business Name: Mullin Pumping Inc
Contact: Jeff
Address: 118 S Elm Place
Broken Arrow, OK 74012
Telephone: 918-252-4040
E-Mail: jeff@mullininc.com
Picked Up Specs: emailed 10/7/19

Business Name: WBI Inc.
Contact: Tom Whitener
Address: 1450 Grand Pkwy South #G-155
Katy, TX
Telephone: 713-907-7200
E-Mail: info@wbiinc.com
Picked Up Specs: per B. Sing

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: Sandyland Environmental
Contact: _____
Address: 4930 N S 3775 Rd
Allen, OK 74825
Telephone: 580-447-4497
E-Mail: _____
Picked Up Specs: per B. Sing

Business Name: Telum
Contact: _____
Address: 770 NW Broad St
Southern Pines, NC 28387
Telephone: 910-692-2998
E-Mail: info@telumcorp.com
Picked Up Specs: per B. Sing

Business Name: Denali Water
Contact: _____
Address: 3308 Bernice Ave
Russellville, AR 72802
Telephone: 479-498-0500
E-Mail: _____
Picked Up Specs: per B. Sing

Business Name: Spike Enterprise
Contact: _____
Address: 200 Jernigan Blvd
Oklahoma City, OK 73128
Telephone: 405-324-1100
E-Mail: _____
Picked Up Specs: per B. Sing

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: Merrell Brothers Inc
Contact: Lori Jackson
Address: 8811 W 500 North
Kokomomo, IN 46901
Telephone: 574-699-7782
E-Mail: lori@merrellbros.com
Picked Up Specs: emailed 10/7/19

Business Name: Synegro
Contact:
Address: 435 Williams Court Suite 100
Baltimore, MD 21220
Telephone: 800-370-0035
E-Mail: sales@synagro.com
Picked Up Specs: per B. Sing

Business Name: American Process
Contact:
Address: 56 17th Street NE
Atlanta, GA 30309
Telephone: 405-872-8807
E-Mail: support@americanprocess.com
Picked Up Specs: per B. Sing

Business Name: Customized Environmental Solutions
Contact:
Address: 8041 W Interstate 70 Frontage Rd N#11
Arvada, CO 80002
Telephone: 303-423-9949
E-Mail: info@customsvcs.com
Picked Up Specs: per B. Sing

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: Baris Environmental_____

Contact:_____

Address:_____

Telephone:_____

E-Mail:_____

Picked Up Specs: per B. Sing_____

Business Name: Veris Environmental_____

Contact: Pam Albers_____

Address: 53036 CO-71_____

Limon, CO 80828

Telephone: 719-775-9870_____

E-Mail: pam.albers@verisenvironmental.com_____

Picked Up Specs: emailed 10/15/19_____

Business Name: Limestone Construction_____

Contact:_____

Address: 9500 N 129th E Ave Suite 201_____

Owasso, OK 74055

Telephone: 918-510-2023_____

E-Mail: limestoneconstruction2019@gmail.com_____

Picked Up Specs: _emailed 10/15/19_____

Business Name: BNB Outdoor Innovations_____

Contact:_____

Address: 4577 SW Limestone Rd_____

Wilburton, Oklahoma 74578

Telephone: 918-730-1594_____

E-Mail: bnboutdoorinnovations@gmail.com_____

Picked Up Specs: _emailed 10/15/19_____

SHAWNEE MUNICIPAL AUTHORITY/BENIFICIARY CITY OF
SHAWNEE
BID LIST:
DIGESTER CLEANING

Business Name: AM Process Group
Contact: T. Johnson
Address: 1201 Pacific Ave 6th Floor
Tacoma, Washington 98402
Telephone: 503-623-9373
E-Mail: tjohnson@amprocessgroup.com
Picked Up Specs: emailed 10/9/19

Business Name: Hodges FD
Contact: Jeff
Address: 501 N West St
Lebo, KS 66856
Telephone: 620-343-0513
E-Mail: jeff@hodgesfd.com
Picked Up Specs: emailed 10/7/19

Business Name: Hass Horizontal
Contact: _____
Address: 2411 Frick Rd
Houston, TX 77038
Telephone: 281-447-4277
E-Mail: prestonc@hasshorizontal.com
Picked Up Specs: emailed 10/7/19

BID TABULATION SHEET

DIGESTER CLEANING AT SOUTHSIDE WASTEWATER TREATMENT PLANT

NOVEMBER 4, 2019

BIDDER

AMOUNT

Merrell Brothers, Inc., Kokomo, IN

Alternate 1:

313,710⁰⁰
N/A

Synagro, Baltimore, MD

Alternate 1:

375,000⁰⁰
N/A

Jordon Contractors, Tecumseh, OK

Alternate 1:

262,000⁰⁰
40,000⁰⁰

Sandyland Environmental Services, Allen, OK

Alternate 1:

\$1 250,380⁰⁰
N/A

American Process Group Inc, Tacoma, WA

Alternate 1:

\$1 338,921⁰⁰
N/A

Alternate 1:



**CITY OF SHAWNEE
POTTAWATOMIE COUNTY, OKLAHOMA**

REQUEST FOR PROPOSALS

**Digester Cleaning at
Southside Wastewater Treatment Plant**

**City of Shawnee
P O Box 1448
Shawnee, Oklahoma 74802-1448**

SHAWNEE MUNICIPAL AUTHORITY

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NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., November 4, 2019 for:

DIGESTER CLEANING
AT
SOUTHSIDE WASTEWATER TREATMENT PLANT

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

A bid proposal form will be issued by the Shawnee Municipal Authority. 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:

DIGESTER CLEANING
AT
SOUTHSIDE WASTEWATER TREATMENT PLANT

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.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:00 p.m. November 4, 2019.

The Shawnee Municipal Authority reserves the right to reject any or all bids.

CITY OF SHAWNEE, A Municipal Corporation

By: _____
Chance Allison
City Manager

(SEAL)
ATTEST:

Lisa Lasyone,
City Clerk

INFORMATION FOR BIDDERS

BIDS will be received by the Shawnee Municipal Authority (hereinafter called the "OWNER"), at Shawnee City Hall, 16 W. 9th Street until 4:00 p.m. on November 4, 2019. Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma at 6:00 p.m. November 4, 2019.

Each BID must be submitted in a sealed envelope, addressed to: City Clerk, 16 W. 9th Street, Shawnee, OK 74801.

Each sealed envelope containing a BID must be plainly marked on the outside as: BID for Digester Cleaning at SWTP and the envelope should bear on the outside the name of the BIDDER, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at P.O. Box 1448, Shawnee, OK 74802.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one Copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Bids received more than ninety-six (96) hours before time specified and BIDS received after the time set for opening BIDS will not be considered and will be returned unopened. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the Services to be provided. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00 or less. As soon as the bid prices have been compared, the OWNER will return the bonds of all except the three lowest responsible bidders. The bid bond of the

successful bidder will be retained until the Performance Bond, Statutory Bond, and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful Bidder has entered into a contract and has furnished the required bonds and insurance.

A Performance Bond and a Statutory Bond each in the amount of 100 percent of the Contract Price with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each Bond a certified and effective dated Copy of their Power-of-Attorney.

The OWNER shall award a contract to the lowest responsible bidder or bidders within thirty (30) calendar days after bid opening. The OWNER may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Statutory Bond, and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In the failure of the Bidder to execute the Agreement, the OWNER may consider the Bidder in default in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable Agreement, Bonds and Certificate of Insurance signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such NOTICE of withdrawal shall be effective upon receipt of the NOTICE by the OWNER.

The Notice to proceed shall be issued by the OWNER within ten (10) calendar days of the execution of the Agreement, approval of Bonds and approval of the Certificate of Insurance. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The Contract Award will be based on the lowest and best bid.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The successful BIDDER will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public right-of-way.

When alternate BIDS are taken, they will be listed in numerical order with the highest priority being number one; second, number two, etc.

When alternates are used, the low BIDDERS will be selected by the lowest and best BID considering all BIDS which include the selected alternate BIDS.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The time for completion is **60 consecutive calendar days**.

Liquidated damages will be **\$500.00 per calendar day**.

The Contractor will be required to begin work within ten (10) calendar days of the date shown on the Notice to Proceed.

In the event of a conflict between the plans and specifications, the specifications will govern.

The following items will be submitted with the bid:

1. Statement of Qualifications
2. Bid Proposal
3. Business Relationship Affidavit
4. Non-Collusion Affidavits
5. Bid Bond
6. Receipt of Addendums
7. Completed Contractor Questionnaire.

BID FORM

DIGESTER CLEANING
AT
SOUTHSIDE WASTEWATER TREATMENT PLANT

BID SUBMITTED TO: SHAWNEE MUNICIPAL AUTHORITY
 16 W. 9th Street - P.O. Box 1448
 Shawnee, Oklahoma 74802-1448

1. The undersigned BIDDER proposes that if this Bid is accepted to supply the services specified or indicated in the Job Specifications and in accordance with the other terms and conditions within the Bid Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders. This BID will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents that:
 - a. BIDDER has examined copies of all the Bid Documents and of the following Addendum (receipt of all which is hereby acknowledged); (if none, so state)
 ADDENDUM NUMBER (S): _____
 - b. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has directly or indirectly induced or solicited any other BIDDER to submit a false sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - c. BIDDER has become extensively knowledgeable of, and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance of the Work.
 - d. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - e. BIDDER has carefully studied all: (1) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.

- f. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigation, explorations, tests, studies and data concerning performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.
 - g. BIDDER is aware of the general nature of work to be performed that relates to the Work as indicated in the Bidding Documents.
 - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with.
 - i. The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs for developing the proposals or any other such expenses incurred by the vendor in responding to the RFP/BID, are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City.
4. The following documents are attached and made a condition of this Bid:
- a. Job Specification with Vendor's Proposal filled in and;
 - b. Bid Affidavits (Non-collusion and Business Relationship).
5. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.
6. The BIDDER agrees to sell the specified materials/services to the Owner for the following Purchase Price:

<u>ITEM</u>	<u>PRICE</u>
Digester Cleaning	BID \$ _____
Alternate	BID \$ _____

SPECIFY ANTICIPATED START DATE: _____

VENDOR'S STATEMENT: (PROPOSAL COMPLIES) YES___ NO___

COMPANY REPRESENTATIVE _____

ADDRESS _____

SIGNATURE _____

TITLE _____ DATE _____ PHONE _____

Additional Information for Bidders

1. GENERAL INSTRUCTIONS

1.1 DIGESTER CLEANING AT SOUTHSIDE WASTEWATER TREATMENT PLANT

The work to be done consists primarily of the full-service removal and disposal of all liquid and solids from the Primary Digester and wash down the interior. The Primary Digester is an anaerobic digester with a floating gas dome cover. It is 60 feet in diameter with a 27-foot side wall depth and a 7-foot cone. It has a capacity of approximately 500,000 gallons. The Primary Digester side wall operating wet level, elevation is 999.00, bottom of the cone to the side wall elevation is 979.00 and bottom elevation is 972.00. Nominal volume is 72,600 ft³. See attached drawing for elevations. There is a 36" diameter hatch located on the top cover of the digester. Approximately 500,000 gallons will be removed by contractor. These quantities are estimates. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. It will be the contractor's responsibility for total Removal and Disposal of all liquids and solids from the primary digester, off the premises.

1.2 ALTERNATE BID

- a. Replace boiler tubes inside Primary Digester. Replacement of any broken valves as necessary for job completion.

It is highly recommended that bidders contact Daniel Fullbright, Distribution/Collection Superintendent at 405-878-1738 or Billie Jo Sing, Treatment Operations Superintendent at 405-273-4917 to look at the project before submitting bid.

2. PROPOSAL INFORMATION REQUESTED FROM THE BIDDER

- 2.1. Title Page - Show the project name, the name of the Bidder's firm, local address, telephone number, name of contact person, e-mail address, and date.
- 2.2. Table of Contents - Clearly identify the services by section and page number.
- 2.3. Letter of Transmittal - Limit of one to two pages.
 - a. Separate Executive Summary.
 - b. Give the names of the persons who will be authorized to make representations for the Bidder, their titles, addresses, e-mail addresses, and telephone numbers.
 - c. List at least 3 references (comparable in size to this project).

BACKGROUND:

- Has your company ever failed to complete any contracts awarded to it? No___ Yes___ (If yes, please provide details.)
- Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)
- Does your firm now have any legal suits or arbitration claims pending or outstanding against it or any officers? No___ Yes___ (If yes, please provide details.)
- Does your firm now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)
- Has your firm had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)

EXCEPTIONS

List all exceptions to the bid documents by reference to the page number. Exceptions may result in bid rejection.

3. INSURANCE REQUIREMENTS

3.1 The Contractor shall, at Contractor's sole expense, maintain insurance coverage as set forth below.

- General liability

Each Occurrence	\$1,000,000.00
Personal and Adv. Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- Bodily Injury \$500,000 per person

- Bodily Injury \$1,000,000 per occurrence

- Property Damage \$500,000 per occurrence

- Aggregate \$2,000,000

- Automobile Liability \$1,000,000 per claim/aggregate

- Workers Compensation and Employers' Liability

Each Accident	\$100,000.00
Disease – Each Employee	\$100,000.00
Disease – Policy Limit	\$500,000.00

- Pollution Liability \$1,000,000 per claim/aggregate

STATEMENT OF QUALIFICATIONS: _____
Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR ITEMS: _____

VALUE OF CONTRACT: _____

4. OTHER PROJECT REFERENCES: _____

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____. To the Shawnee Municipal Authority (hereinafter called "OWNER") in compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the Digester Cleaning at 800 S. Dunbar, Shawnee Ok. 74801 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **60 consecutive** calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$ 500.00** for each consecutive calendar day thereafter as provided in Paragraph 9 of the Special Conditions.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum given in the Bid Schedule.

NOTE: BIDS shall not include sales tax but must include all other applicable taxes and fees.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID SCHEDULE

Item	Description	Qty/Unit	Total Price
1.	Digester Cleaning	Lump Sum	\$
2.	Alternate	Lump Sum	\$

Respectfully submitted,

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

(SEAL) - If BID is by a corporation.

Telephone No.

ATTEST:

Secretary/Witness

Date

Contractor Questionnaire
To be completed by all Contractors

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information if desires.

1. Name of Bidder/Contractor _____

2. Permanent main office address _____

3. Date Organized _____
4. If a Corporation, where and when incorporated _____
5. Do you operate under an assumed name (s)? If so please list. _____

6. How many years engaged under present company name? Give former names of company with dates of operation under each.

7. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

8. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so, provide details of the issues and resolutions if available. Include lawsuits where Owner was involved.

9. List the names of all Owners with contact names and telephone numbers for whom you/your business has provided sludge transport services within the preceding 24 months. Provide at least 3 businesses (preferably municipalities) and contract amounts.

10. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

11. Pursuant to the solicitation for the quotes and information for prospective bidders for the above mentioned project, the undersigned is submitting the information as required with the understanding that the purpose is for confidential use, only to assist in determining the qualifications of the contractor to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made.

Date of this _____ day of _____ 20_____

Company name (please type or print)

Signature _____

Title _____

Date _____

[illegible]

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NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the VENDOR to submit the attached Proposal. Affiant further states that the VENDOR has not been a party to any collusion among the Proposers in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from submitting a Proposal; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between the Proposers and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned/Proposer has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Proposal.

FIRM NAME

By: _____

Sworn before me this _____ day of _____, 20____.

Notary Public

My commission expires _____

BID BOND

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

Signed, this _____ day of _____, 20____.

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

_____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (property completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which

the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

ATTEST: (If by Corporation)

Surety

By: _____

IMPORTANT: - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

