



# City of Lawton

## City Council

### Agenda

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

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Tuesday, September 14, 2021

2:00 PM

Lawton City Hall  
Council Chambers/Auditorium

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**MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**REPORTS: MAYOR/CITY COUNCIL**

**AUDIENCE PARTICIPATION: Anyone having an item of business to present to the City Council that does not appear on the agenda please come forward at this time.**

**CONSENT AGENDA:**

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

1. Consider approval of the minutes of the Lawton City Council regular meeting of August 24, 2021. [21-99](#)  
**Attachments:** [24Aug21](#)
2. Consider withholding payment of disputed invoices from Johnson Controls, Inc. [21-485](#)  
**Attachments:** [Johnson Control Invoice 8.05.21](#)
3. Consider ratifying the action of the City Manager by accepting the Health Literacy grant of \$9,000.00 from the Oklahoma Department of Libraries for three bicycle repair stations, health classes, and health supplies. [21-443](#)  
**Attachments:** [FY22 Health Literacy Contract - Lawton - Signed.pdf](#)  
[FY22 LSTA Terms and Conditions - Signed.pdf](#)
4. Consider ratifying the action of the City Manager by accepting the Unite Us Oklahoma grant of \$10,000.00 from Unite Us for the Lawton Public Library to be a Community Champion to advocate and assist with building the Unite Us network. [21-444](#)  
**Attachments:** [LPL United Us Signed.pdf](#)

5. Consider authorizing the use of 2015 CIP funding in an amount not to exceed \$150,000.00 for the installation of electrical improvements at Elmer Thomas Park to support additional lighting for the annual Holiday in the Park event. [21-496](#)
- Attachments:** [Proposed Electric Line for ETP  
Scope of Work & Requirements](#)
6. Consider approving an Airport Improvement Program (AIP) construction grant for the Lawton-Ft Sill Regional Airport in the amount of \$1,111,111.00. [21-501](#)
- Attachments:** [AIP 43 grant agreement](#)
7. Consider adopting a Resolution authorizing the installation and/or removal of traffic control measures at NW 75th Street at Willow Creek Park and SW Sherman Valley Drive near Patton Hill Drive. [21-472](#)
- Attachments:** [9-14-21 Speed Table resolution ward 6 relocation.docx](#)
8. Consider acknowledging receipt of an Oklahoma Department of Environmental Quality general permit for the land application of water treatment plant residuals from the City of Lawton Medicine Park Water Treatment Plant onto two application sites. [21-422](#)
9. Consider accepting two Permanent Roadway and Utility Easements and a Permanent Drainage Easement from Cate Farms, LLC for right of way needed for the W. Gore Blvd Reconstruction from SW 82nd Street to 67th Street, Project #2012-08, and authorizing the Mayor and City Clerk to execute the document(s) and authorizing payment for the same. [21-455](#)
- Attachments:** [P2, 6.6A - Signed Packet\\_Final.pdf](#)
10. Consider approving Amendment No. 9 to the December 9, 2014 contract with Garver, LLC, which will amend the scope of service to provide professional services necessary for the final design, bidding, construction administration, application engineering programming service, and implementation of SCADA system improvements for the MPWTP, SEWTP, and water distribution system. [21-458](#)
- Attachments:** [Amendment No 9\\_Rev1\\_2021-08-19  
Appendix A Scope of Services  
Appendix B Rate Schedule](#)
11. Consider approving Agreement between City of Lawton and EST, Inc., for the Professional Engineering Services and the Preparation of Contract Documents for the ‘Street Reconstruction Project: SW 38th ST from SW Bishop Rd to W Gore Blvd, Project No. 2021-02’. [21-463](#)
- Attachments:** [38th Street\\_EST eng agrmnt\\_2 Miles\\_R2.pdf](#)
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12. Consider rejecting all bids received for CL19-034 (2021) Sulfuric Acid and authorize staff to re-advertise once market conditions stabilize due to bid exceeding available funding for current fiscal year. [21-478](#)
- Attachments:** [Abstract of Bids CL19-034 \(2021\)](#)  
[CL19-034 Sulfuric Acid Responsive Bid](#)  
[REJECT and REBID CL19-034 \(2021\) Sulfuric Acid](#)
13. Consider approving a contract award to Air Solutions, LLC for the City HVAC Maintenance contract effective September 30, 2021. [21-445](#)
- Attachments:** [P&R Director Recommendation](#)  
[Bid Package-CL22-0022 HVAC Services](#)  
[Contract for HVAC - Air Solutions](#)
14. Consider extending contract RFPCL19-035 Physical Damage Coverage for Select Vehicles & Heavy Equipment to North American Insurance Agency of Lawton, LLC, dba INSURICA of Lawton [21-474](#)
- Attachments:** [Dept. Recommendation](#)  
[Original Contract. Physical Damage Cov & Select Vehicle .Heavy Equip.](#)  
[Signed Contract Extension](#)
15. Consider extending CL20-002 Manhole Coating Product with Corgill Construction, Inc. of Greenwood, Arkansas for an additional year. [21-460](#)
- Attachments:** [EXTEND CL20-002 Manhole Coating Product](#)  
[LAWTON OK CONTRACT EXT. 2021-2022](#)  
[Price Sheet](#)
16. Consider awarding contract for (CL22-001) Supplemental Nuisance Abatement to Looking Good Lawncare and Veteran’s Tree and Lawn, LLC. [21-476](#)
- Attachments:** [CL22-001 Nuisance Abatement Responsive Bids.pdf](#)  
[CL22-001 Recommendation .doc](#)
17. Consider awarding contract (CL22-004) Precast Concrete Manholes (Large) to Primary Structure of Guthrie, OK. [21-473](#)
- Attachments:** [AWARD CL22-004 Precast Concrete Manholes \(Large\)](#)  
[CL22-004 Precast Concrete Manholes \(Large\) Responsive Bid](#)  
[Abstract of Bids CL22-004](#)
18. Consider awarding Contract Number CL-21-032, Mowing & Litter Contract Area R to Adult & Teen Challenge of Oklahoma [21-440](#)
- Attachments:** [CL21-032 08.09.021 recommendation](#)  
[Exhibit 1 Recommendation](#)  
[Exhibit 3 Legal Opinion](#)  
[Abstract CL21-032](#)  
[Teen Challenge Bid Documentation](#)
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19. Consider awarding contract CL20-028 (2021) Liquid Aluminum Sulfate to TR International Trading Company of Edmonds, WA. [21-368](#)

**Attachments:** [Abstract of Bids CL20-028 \(2021\) Liquid Aluminum Sulfate](#)  
[AWARD CL20-028 \(2021\) Liquid Aluminum Sulfate](#)  
[CL20-028 Liquid Aluminum Sulfate Responsive Bids](#)  
[Lawton Letter.pdf](#)

20. Consider approving appointments to boards and commissions. [21-481](#)

**Attachments:** [Board Appointments](#)

#### BUSINESS ITEMS:

21. Hold a public hearing and consider an ordinance to close a 25-foot wide by 100-foot long portion of the right-of-way of SE Stafford Avenue, adjacent to Lot 10, Block 12, Industrial Addition. [21-465](#)

**Attachments:** [Ordinance \(PSO Closing 301 SE D Ave\) 2021-0824](#)  
[Location Map \(PSO Closing 301 SE D Ave\) 2021-0728](#)  
[Council Policy 5-1](#)

22. Consider receiving a presentation on the modified Public Service Organizations scoring results for FFY 2021, discuss recommendations from the City Planning Commission, and consider approving the Public Service Organization individual allocation amounts that are part of the Annual Action Plan for FFY 2021, and authorizing the Mayor and City Clerk to execute the agreements. [21-466](#)

**Attachments:** [Modified Public Service Organization Scoring Results](#)

23. Consider an ordinance amending Chapter 8, Lawton City Code 2015, renaming the chapter, revising the scope, adding, and deleting definitions, adding a section on cybersecurity, and bringing several sections within Chapter 8, Lawton City Code 2015, into compliance with the Oklahoma Emergency Management Act of 2003 and establishing an effective date. [21-427](#)

**Attachments:** [New Chapter 8 \(002\)](#)

#### STAFF REPORTS

#### EXECUTIVE SESSION ITEMS:

24. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of an ongoing investigation concerning pension calculations, and, if necessary, take appropriate action in open session. [21-467](#)

25. Pursuant to Section 307 B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session. [21-457](#)

## ADJOURNMENT

**"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."**



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-99

**Agenda Date:** 9/14/2021

**Agenda No:** 1.

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**ITEM TITLE:**

Consider approval of the minutes of the Lawton City Council regular meeting of August 24, 2021.

**INITIATOR:** Traci Hushbeck, City Clerk

**STAFF INFORMATION SOURCE:** Traci Hushbeck, City Clerk

**BACKGROUND:** N/A

**EXHIBIT:** Draft minutes of August 24, 2021

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the minutes of the Lawton City Council regular meeting of August 24, 2021.

MINUTES  
LAWTON CITY COUNCIL REGULAR MEETING  
AUGUST 24, 2021 – 2:00 P.M.  
LAWTON CITY HALL  
COUNCIL CHAMBERS/AUDITORIUM

Stan Booker, Mayor

Also Present:  
Richard Rogalski, Deputy City Manager  
John Ratliff, City Attorney  
Traci Hushbeck, City Clerk  
COL Rhett A. Taylor, Fort Sill Liaison

Mayor Booker called the meeting to order at 2:00 p.m. Notice of meeting and agenda were posted on the City Hall notice board as required by law. Invocation was given by Pastor Terry Marsh, Carriage Hills Christian Church, followed by the Pledge of Allegiance.

**ROLL CALL**

**PRESENT:** Mary Ann Hankins, Ward One  
Keith Jackson, Ward Two  
Linda Chapman, Ward Three  
Sean Fortenbaugh, Ward Six  
Onreka Johnson, Ward Seven (Arrived at 2:42 p.m.)  
Randy Warren, Ward Eight

**ABSENT:** Allan Hampton, Ward Five  
Jay Burk, Ward Four

**PRESENTATIONS:**

**PROCLAMATION FOR 911 REMEMBRANCE DAY**

Mayor Booker proclaimed September 11, 2021 as the 20<sup>th</sup> Anniversary of 911 Remembrance Day. He presented the proclamation to Bruce Dwyer, Girl Scouts of America, and the Military Order of the Purple Heart.

**CERTIFICATE OF RECOGNITION TO ELECTRONICS DIVISION**

Rogalski recognized Electronics Division Staff for their outstanding performance.

**STATE OF THE CITY ADDRESS - MAYOR STANLEY BOOKER**

Mayor Booker read highlights from the State of the City speech. The entire speech is posted on the website.

**REPORTS: MAYOR/CITY COUNCIL: None**

**AUDIENCE PARTICIPATION:**

Bruce Dwyer requested that on September 11<sup>th</sup>, a flag be placed on the site for the 911 memorial.

**CONSENT AGENDA**

Mayor Booker stated items #9, #10 and #27 will be stricken from the agenda. Items #2 and #3 will be considered separately.

MOVED by Warren SECOND by Fortenbaugh to approve the consent agenda with the exception of items, #2, #3, #9 and #10. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Warren. NAY: None. MOTION CARRIED.

1. Consider approval of the minutes of the Lawton City Council regular meeting of August 10, 2021.
2. Consider the following damage claim recommended for approval: Chris Collins, dba A-Team Carpet Cleaning in the reduced amount of \$1,219.74.

Kelea Fisher, Deputy City Attorney, stated since staff has entered the claim they have received an updated estimate and have increased the recommendation to \$2,383.47.

MOVED by Warren SECOND by Hankins to approve **Resolution 21-162** approving the damage claim of Chris Collins, dba A-Team Carpet Cleaning in the reduced amount of \$2,383.47. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Warren. NAY: None. MOTION CARRIED.

- 3 Consider the following damage claims recommended for denial: Steven McReynolds in the amount of \$27,500.00, and Malinda Burton in the amount of \$11,000.00.

Fisher presented the facts on both claims because they were related to the same incident. She is recommending denial of both claims because the Lawton Police officers did not cause the damage to either claimants' property and the Oklahoma Supreme Court has established a very clear standard when it comes to emergency responders and pursuits and unless a court can find that those officers acted in reckless disregard of the property or the safety of others, then a court will not find that those officers have acted negligently. There is no evidence that they met that high standard.

Steven McReynolds, 2302 SW Pennsylvania Avenue, stated Mr. Rogers took out his fence, several cars and a 55-gallon drum of oil. With the oil spill, the Oklahoma Department of Environmental Quality has been on his back to get it cleaned up. The excavation fee alone was \$11, 250. That is the issue with this scenario.

Chapman questioned if Mr. McReynolds had insurance that would cover the cost.

Mr. McReynolds stated he does not.

Fisher stated Mr. Rogers, who was driving the vehicle, has been charged with several felony charges in district court and the claimants can seek restitution through the victim's compensation fund through the district attorney's office or they can pursue a civil suit against Mr. Rogers.

Mr. McReynolds stated he is seeking restitution from Mr. Rogers, but his driveway is a hazmat zone which is exposed to his children.

Warren stated as much as he would like to pay this, they have a responsibility to all the citizens of Lawton. He requested that legal staff help the claimants file for restitution with the district attorney's office. They can always go to court.

MOVED by Warren SECOND by Hankins to deny damage claims of Steven McReynolds in the amount of \$27,500.00, and Malinda Burton in the amount of \$11,000.00. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

4. Consider accepting a donation of \$225.00 from Arvest Bank as part of a drawing opportunity for citizens that is incorporated into the community-wide Solid Waste Collection Educational Campaign, administered by City staff.
5. Consider approving an Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
6. Consider approving an Agreement for Limited Services between the Lawton Enhancement Trust Authority and the City of Lawton to fund beautification activities designed to encourage, promote and foster economic development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
7. Consider approving an Agreement between the Lawton Fort Sill Chamber of Commerce and the City of Lawton to fund activities by the Chamber designed to encourage, promote, and foster tourism and to foster economic development as it pertains to supporting business development and legislative and governmental affairs in the City, and authorize the Mayor and City Clerk to execute the Agreement.
8. Consider approving a request to enter into a memorandum of understanding with the Chickasha Police Department and the City of Lawton authorizing the utilization of the Lawton Police Department's Training Facility to train their new officers in the Council of Law Enforcement and Training's Basic Academy (CLEET) which has been authorized by formal board action.

9. Consider approving an agreement for Economic Development Assistance- Retail submitted by Cache Properties LLC, to assist with the cost of public improvements associated with the development of the Mathis Center on property located at 4800 NW Cache Road and authorize the Mayor and City Clerk to execute the agreement. **STRICKEN**
10. Consider approving staff to contract with a local vendor to paint an aquatics themed mural on the exterior of the Mattie Beal aquatics center (municipal pool). **STRICKEN**
11. Consider approving a resolution amending the City of Lawton FY21-22 budget, as amended, by appropriating \$18,500.00 from the Special Revenue Fund (Fire Training Court Costs) to Fire Training’s Computer Supplies account for the purchase of Chromebooks. **Resolution 21-163**
12. Consider approving a resolution amending the City of Lawton FY21-22 budget, as amended, by transferring Ten Thousand and 00/100 Dollars (\$10,000.00) from the Solid Waste Division Overtime account to the Drainage Maintenance Division Overtime account for the purpose of supplementing solid waste collection operations. **Resolution 21-164**
13. Consider adopting Street Light Resolution No. 501 to authorize the installation/removal of street lights at the locations listed in the Resolution.
14. Consider approving Change Order No.1 for the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-D -NW 78th Street and SW Oakcliff Avenue - Project No. 2017-07.
15. Consider acknowledging receipt of two Tier 1 permits (No. SL000016210521, WL000016210522) from the Oklahoma Department of Environmental Quality for the construction of sanitary sewer and water lines to serve the Lawton Airport Industrial Park, Part 2, Comanche County, Oklahoma.
16. Consider extending (RFPCL20-023) Merchant Services to Tyler Technologies, Inc. of Yarmouth, ME.
17. Consider awarding contract (CL21-034) Waterline Fittings and Valves to Core and Main LP of Owasso, OK.

**BUSINESS ITEMS:**

18. Consider approving an agreement with the law firm Floyd & Driver PLLC to assist city with regulatory requirements associated with funds the city receives in connection with the American Rescue Plan Act of 2021, to include considering any floor amendments to the agreement, and if desired, select the level of assistance desired and authorize the execution of the agreement.

Tim Wilson, Deputy City Attorney, stated they received communication from Floyd Law Firm, which is our bond counsel. They submitted a proposal regarding the funds we are receiving under the American Rescue Plan Act (ARPA). This money has some regulatory implications, and they are offering difference levels of assistance.

David Floyd, Floyd Law Firm, briefed the council on the three levels of service. This is a great opportunity to capitalize on some federal money to accomplish some projects.

Johnson stated this is very comprehensive, and she feels this would keep us out of trouble. She questioned the accessibility of the firm in confirming what we can use the funding for.

Mr. Floyd stated they will be accessible anytime they have questions. Their firm is located in Norman and they will be happy to come down for meetings when needed. They would want to review any submissions or projects the City will spend funds on. They will be very involved at any level of service.

Johnson questioned if they were assisting any other municipalities with this funding.

Mr. Floyd stated they are not assisting any municipalities, but they are assisting several counties and the rules for expenditures are the same as municipalities.

Warren questioned if they would be able to help coordinate with the state on projects they may be doing so we can work hand in hand with those individuals.

Mr. Floyd stated yes, and they are waiting on some clear guidance from the state on how those funds will be spent. They will be able to let us know if there is anything regional going on and if we can be involved.

Ratliff stated our finance department is really engaged with the Tyler software implementation, so they really feel that this additional level of auditing is needed.

Warren questioned if there was a staff recommendation on which level we need.

Ratliff stated they are recommending Tier Three.

MOVED by Chapman SECOND by Fortenbaugh to approve an agreement with the law firm Floyd & Driver PLLC for the Tier Three level. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

Warren questioned if they could bring this contract back at some point if they want to change to Tier Two.

Mr. Floyd stated yes.

19. Hold a public hearing and consider a resolution amending the 2030 Land Use Plan from Residential Low Density and Residential High Density to Commercial and an ordinance changing the zoning from the R-1 Single Family Dwelling District and the R-3 Multiple Family Dwelling District to the C-5 General Commercial District zoning classification and a request for a Use Permitted on Review to construct a fence within the front yard setback on property located at 2107 NW Pollard Avenue.

Rogalski stated this request is for Lots 3-6, Block 6, Part One Sheridan Addition, located at 2107 NW Pollard Ave. The proposed use is a shop. The property owner is Nick and Jessica Beckmann. As shown on the site plan submitted with the application, the applicant proposes to construct an accessory building (not open to public) and a security fence. Section 6-1-5-186.5A of the Lawton City Code requires a tree buffer, in addition to the 6-foot screening fence. The building plans included the required tree screen between this tract and the R-1 property to the west. Notice of public hearing was mailed to 40 owners of property within 300 feet of the requested area on July 21, 2021 and proper notice was published in The Lawton Constitution on August 2, 2021. No calls for or against have been received. On August 12, 2021, the City Planning Commission held a public hearing on this request to modify the Land Use Plan, rezone request and the request for a Use Permitted on Review for a fence located within the front yard setback. The CPC voted 7-0 to recommend approval to the City Council.

Warren questioned if anyone spoke against the rezoning.

Rogalski stated no.

Hankins stated she has spoken with the owners of this business and they are interested in improving that area along Sheridan. She feels this is a positive move.

PUBLIC HEARING OPENED. No one appeared to speak and the public hearing was closed.

(Title read by City Attorney)

Ordinance 21-22

MOVED by Hankins SECOND by Johnson to adopt **Resolution 21-165** amending the 2030 Land Use Plan from Residential Low Density and Residential High Density to Commercial and **Ordinance 21-22** changing the zoning from the R-1 Single Family Dwelling District and the R-3 Multiple Family Dwelling District to the C-5 General Commercial District zoning classification and a request for a Use Permitted on Review to construct a fence within the front yard setback on property located at 2107 NW Pollard Avenue, waive the reading of the ordinance, read the title only. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 21-22

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM THE EXISTING CLASSIFICATION OF R-1 SINGLE FAMILY DWELLING DISTRICT AND R-3 MULTIPLE FAMILY DWELLING TO C-5 GENERAL COMMERCIAL ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED

IN SECTION ONE (1) HEREOF; APPROVING THE SITE PLAN ATTACHED AS EXHIBIT A; AND AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

**STAFF REPORTS:**

20. Receive an update on the City of Lawton Capital Improvement Projects - Joe Painter, Engineering Director. **STRICKEN**

Kristin Huntley, Acting Finance Director, presented revenue and expenditure highlights for the period ending July 31, 2021. (On file in the City Clerk's office).

The Mayor and Council convened in executive session at 3:01 p.m. and reconvened in regular, open session at 4:00 p.m. Roll call reflected all members present.

**EXECUTIVE SESSION ITEMS:**

21. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending damage claim of Russell Green, dba, Waterstone Properties, LLC. and, if necessary, take appropriate action in open session. **STRICKEN**
22. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending damage claim of Meyoshia Gray and, if necessary, take appropriate action in open session.

Ratliff read the title of item #22. No action was taken.

23. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending damage claim of Duane Murray and, if necessary, take appropriate action in open session.

Ratliff read the title of item #23. No action was taken.

24. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss an action relating to litigation against the manufacturers and distributors of opioids in an effort to hold them accountable for their marketing practices alleged to have caused public nuisance and monetary damages suffered by municipalities, and if necessary take action in open session with regard to a claim asserted by the City of Lawton as deemed appropriate. Specifically, discuss the City's pending litigation as part of the In Re: National Prescription Opiate Litigation MDL No. 2804, including the impact of the following subsequent bankruptcy filings: Case No. 19-23649, Chapter 11, filed in the U.S. Bankruptcy Court Southern District of New York, styled In Re: Purdue Pharma L.P., et al., Debtors, on the City's litigation; and Case No. 20-12522, Chapter 11, filed in the United States Bankruptcy Court for the District of Delaware, styled In Re: Mallinckrodt PLC, et al., Debtors, on the City's litigation; and if necessary, take action in open session.

Ratliff read the title of item #24.

MOVED by Fortenbaugh SECOND by Chapman concerning the Chapter 11 bankruptcy filed in U.S. Bankruptcy Court for the District of Delaware, styled In Re: Mallinckrodt PLC, et. al, case number 20-12522, move to authorize the attorney handling our opioid litigation to vote on behalf of the City as he deems appropriate concerning the approval or disapproval of the proposed bankruptcy plan. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Johnson. NAY: Warren. MOTION CARRIED.

25. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action, to include potential litigation, regarding an easement for private road located near the intersection of NW 67th Street and West Gore Boulevard, said easement specifically being located on a tract of land south of Home Zone, west of the United States Post Office, and east of several businesses located in the platted addition known as Allison’s Corner, and, if necessary, take appropriate action in open session.

Ratliff read the title of item #25.

MOVED by Warren, SECOND by Fortenbaugh to direct staff to file an emergency condemnation for this property. AYE: Hankins, Jackson, Chapman, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

26. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending claim or action regarding the condition of Northeast 25th Street, and, if necessary, take appropriate action in open session.

Ratliff read the title of item #26. No action was taken.

27. Pursuant to Section 307 B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session. **STRICKEN**

There being no further business to consider, the meeting adjourned at 4:05 p.m. upon motion, Second and roll call vote.

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STAN BOOKER, MAYOR

ATTEST:

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TRACI HUSHBECK, CITY CLERK



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-485

**Agenda Date:** 9/14/2021

**Agenda No:** 2.

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**ITEM TITLE:**

Consider withholding payment of disputed invoices from Johnson Controls, Inc.

**INITIATOR:** John Ratliff, City Attorney

**STAFF INFORMATION SOURCE:** John Ratliff, City Attorney

**BACKGROUND:** On June 17, 2021, based on the recommendation of several members of City Administration, the City Attorney notified Johnson Controls, Inc., the City's HVAC systems provider, that Johnson Controls was in breach of their contractual obligations to provide service and maintenance for the City of Lawton's HVAC systems.

On June 25, 2021, members of City Staff met with Johnson controls to discuss the problems that led to the City's notice of breach, and to try to find some interim solutions and prioritize necessary HVAC work for the City. Since that meeting the conditions that led to the notice of breach have not been adequately addressed by Johnson Controls, and they are now demanding payment of more than \$75,115.00, including a "final demand" for \$24,371.67, all of which City Administration disputes.

**EXHIBIT:** Johnson Controls Notice of Final Demand

**KEY ISSUES:** n/a

**FUNDING SOURCE:** n/a

**STAFF RECOMMENDED COUNCIL ACTION:** Approve non-payment of Johnson Controls invoices and direct the City Attorney to engage in negotiations with Johnson Controls concerning the disputed invoices.



# Notice Of Final Demand

August 5, 2021

CITY OF LAWTON  
ATTN: FINANCIAL SERVICES  
212 SW 9TH STREET  
LAWTON, OK 73501  
US

### Remittance Information

Johnson Controls INC.  
PO BOX 730068 Dallas, TX 75373-0068

For inquiries, please call us at 1 (800)-382-2804  
option 2, then option 2.

ACH information upon request.

**Your Customer #:**  
N56-1342731-01

Dear Accounts Payable,

Please be advised that your account with Johnson Controls Inc. ("Johnson Controls") is past due. We have made numerous attempts to collect the below listed invoices without success. Additionally, we believe that we have provided all of the information required for you to pay the below past due Invoices on your account.

Unless payment is received by 8/20/2021, we will need to take further actions to resolve this matter which could include:

- Forwarding your account to an outside collection agency to continue work to collect past due debts;
- Reporting to all credit agencies including Dun and Bradstreet
- Once all other means of resolution have been exhausted, the company may discontinue future services and/or suspend current work.

Please be assured that we value your company as a customer and appreciate your business and we do not wish to take any of the actions noted above and ask that you contact our Accounts Receivable department as soon as possible to resolve past due amounts. As your partner in building comfort, services and life safety we need your help to ensure payment is made timely.

If you believe this invoice(s) was paid, has an error, or you have a concern with the services provided, please contact AndresAlfonso Pascual Anguiano at 1-414-524-2837 or [andresalfonso.pascual.anguiano@jci.com](mailto:andresalfonso.pascual.anguiano@jci.com) at your earliest convenience.

Thank you for your prompt attention to this matter and for your payment.

Sincerely,

Jessica Molina  
West Region Collection Manager

Account	Invoice #	PO Number	Document Date	Due date	Amount Remaining
N56-1342731-01	1-102294237125	Email signature approval	4/2/2021	5/2/2021	\$24,371.67



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-443

**Agenda Date:** 9/14/2021

**Agenda No:** 3.

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**ITEM TITLE:**

Consider ratifying the action of the City Manager by accepting the Health Literacy grant of \$9,000.00 from the Oklahoma Department of Libraries for three bicycle repair stations, health classes, and health supplies.

**INITIATOR:** Kristin E. Herr, Library Director

**STAFF INFORMATION SOURCE:** Kristin E. Herr, Library Director

**BACKGROUND:** In an effort to promote health literacy and community health, the library has once again been approved for health literacy funds. Three bicycle repair stations will be installed around Lawton.

**EXHIBIT:** Contract

**KEY ISSUES:** n/a

**FUNDING SOURCE:** Oklahoma Department of Libraries Health Literacy Grant

**STAFF RECOMMENDED COUNCIL ACTION:** Ratify the action of the City Manager by accepting the Health Literacy grant of \$9,000.00 from the Oklahoma Department of Libraries for three bicycle repair stations, health classes, and health supplies.

**CONTRACT  
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES  
AND LAWTON PUBLIC LIBRARY**

**I. CONTRACTING PARTIES**

The contracting parties are the Oklahoma Department of Libraries (ODL), a state agency (Department) and Lawton Public Library (Contractor), collectively known as the Parties.

**II. TERM OF THE CONTRACT**

This Contract shall begin on the date of execution and shall terminate on August 15, 2022

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

**III. OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Use grant funds to provide resources, information, and training to a minimum of 200 individuals as described in the approved health literacy proposal.
- b. Collaborate with a minimum of four community partners such as county health department, hospital, Cooperative Extension Service, or similar organizations.
- c. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- d. Publicize receipt of LSTA grant and project activities in at least three formats (newspaper, social media, website, presenter, etc.) to reach a minimum of 500 community members.
- e. The Institute of Museum and Library Services (IMLS) and ODL must be referenced in all publicity.
- f. Maintain signed contracts for all presenters and instructors paid with grant funds.
- g. Follow conflict of interest policy when selecting presenters, instructors, and vendors.
- h. Participate in health literacy networking calls, meetings, and training provided by the Department.

- i. Collect required statistics and maintain copies of all related print information.
- j. Spend or encumber grant funds by June 6, 2022. Any funding not spent or encumbered must be returned to the Department no later than June 13, 2022.
- k. Submit the Final Report to the Department by August 15, 2022. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

#### **IV. OBLIGATIONS OF THE DEPARTMENT**

The Department shall carry out the subsequent administrative responsibilities:

- a. Approve proposal, and provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Provide professional development opportunities for health literacy grantees.
- d. Provide technical assistance and resources as needed.
- e. Provide a means for health literacy grantees to network and exchange information.
- f. Review and approve the Final Report.

#### **V. PROJECT FUNDING**

In accordance with the terms of this Contract, the Department will grant **Nine Thousand Dollars (\$9,000)** for the provision of health literacy services through Lawton Public Library.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Grant funds may not be used medical treatment, medication, refreshments, or giveaways.
- c. Payment will be made via electronic deposit within 30 days of receipt of the notarized claim form.
- d. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

## **VI. GENERAL PROVISIONS**

### **a. Notices**

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries  
Attn: Leslie Gelders  
200 NE 18 Street  
Oklahoma City, OK 73105-3205

As to the Contractor:

Lawton Public Library  
Attn: Tanya Organ  
110 SW 4<sup>th</sup> St  
Lawton, OK 73501

### **b. No Grant of Authority**

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

### **c. Performance Suspension**

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

### **d. Liability**

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

**e. Accident or Illness**

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

**f. Understanding of Terms**

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

**VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS**

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

**VIII. VENUES AND APPLICABLE LAW**

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

**IX. ADDITIONAL REQUIRMENTS**

- a. It is expressly agreed that the Contractor under this contract is an independent Contractor and under no circumstances shall any owners, officers, employees or volunteers of the Contractor be considered employees of the Department or the State of Oklahoma. The Contractor is responsible for all types of claims due its volunteers, employees, or any third parties. The Contractor will indemnify and hold harmless the Department and the State of Oklahoma from and against any and all claims arising out of the Contractor's, or any of the

Contractor's employees' or volunteers' performance, including but not limited to the use of automobiles or other transportation.

- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

**X. AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

**XI. ENTIRE CONTRACT**

This instrument, consisting of six pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

**XII. EXECUTION OF CONTRACT**

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

**SIGNATURES**



\_\_\_\_\_  
Kristin Herr, Director  
Lawton Public Library

8/20/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melody A. Kellogg, Director  
Oklahoma Department of Libraries

\_\_\_\_\_  
Date



\_\_\_\_\_  
Lawton City Manager

8/20/2021

\_\_\_\_\_  
Date

Michael Cleghorn

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES  
Assurances: Fund LIT- HE 400-21 is encumbered for this Contract

Lead Officer approval: \_\_\_\_\_

Date \_\_\_\_\_

LSTA Coord. approval: \_\_\_\_\_

Date \_\_\_\_\_

# LSTA TERMS AND CONDITIONS AGREEMENT

Lawton Public Library

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Insert Organization Name

Participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The sub-recipient will fulfill the terms described in the contract. In fulfilling this contract, the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to these Terms and Conditions.

## ***Nondiscrimination Statutes***

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

## ***Drug-free Workplace***

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

## ***Debarment and Suspension***

The sub-recipient's Director certifies that to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R., or have been criminally or civilly charged by a government entity.

## ***Conflict of Interest***

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract.

## ***Grant Funds Expenditures***

Federal funds for the purchase of materials as part of a grant are to be used specifically for instituting new services or to expand present services as required by the project.

## ***Indirect Costs***

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. *See 2 CFR 200.331*

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

### ***Grant Amount Payment***

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

### ***Accounting and Record Keeping***

The sub-recipient will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for **five** years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

### ***Federal or State Monitoring***

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records and other compilations of data of the sub-recipient which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

### ***Oklahoma Department of Libraries Monitoring***

The Oklahoma Department of Libraries (ODL) may conduct on-site or off-site monitoring reviews of the project during the term of this agreement and up to ninety (90) days after it expires or is otherwise terminated. The sub-recipient shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

Whether project activities are consistent with those set forth in the grant contract and the grant application;

The actual expenditure of state, local and/or private funds expended to date on the project conforms with the budget line items;

That sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL;

That sub-recipient is retaining a copy of all informational materials, survey, video tape, and advertising in an organized fashion which could be retained and viewed for a five year period.

### ***Acknowledgements***

Any publication or presentation resulting from this grant must contain the following acknowledgement:

“The project is supported in whole or in part by the Institute of Museum and Library Services. The opinions expressed do not necessarily reflect the position or policy of ODL or IMLS and no official endorsement by those entities should be inferred.”

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright in any work developed as a part of this grant.

### ***Advertisements***

The sub-recipient will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports and other publicity pertaining to the project. In all cases, the following phrase must be used:

“Financial assistance for this special project is made possible with Federal funds from the Institute of Museum and Library Services administered through the Oklahoma Department of Libraries.”

### ***Record Retention***

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

**Future Eligibility**

In order to maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

**Grant Close-out**

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

**Suspension or Termination**

This agreement may be suspended or terminated upon the recommendation of the ODL Lead Officer or LSTA Coordinator and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.



\_\_\_\_\_  
Director, Organization

8/20/21

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, OK Department of Libraries

\_\_\_\_\_  
Date



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-444

**Agenda Date:** 9/14/2021

**Agenda No:** 4.

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**ITEM TITLE:**

Consider ratifying the action of the City Manager by accepting the Unite Us Oklahoma grant of \$10,000.00 from Unite Us for the Lawton Public Library to be a Community Champion to advocate and assist with building the Unite Us network.

**INITIATOR:** Kristin E. Herr, Library Director

**STAFF INFORMATION SOURCE:** Kristin E. Herr, Library Director

**BACKGROUND:** Unite Oklahoma is a coordinated care network of health and social service providers. Partners in the network are connected through Unite Us <<http://uniteus.com/>> shared technology platform, which enables them to send and receive electronic referrals, address people's social needs and improve health across communities. Unite Oklahoma is sponsored by the Oklahoma Health Care Authority <<http://www.okhca.org/>> and the Community Service Council <<https://csctulsa.org/>>. The network is supported by an Oklahoma-based Unite Us team focused on community engagement, network health and optimization, and customer success. Joining the network is at no cost for community-based organizations and many organizations that are considered part of the safety net, like community health centers, tribal clinics, and mental health centers.

**EXHIBIT:** Community Champion Agreement

**KEY ISSUES:** n/a

**FUNDING SOURCE:** Unite Us grant

**STAFF RECOMMENDED COUNCIL ACTION:** Ratify the action of the City Manager by accepting the Unite Us Oklahoma grant of \$10,000.00 from Unite Us for the Lawton Public Library to be a Community Champion to advocate and assist with building the Unite Us network.

## Community Champion Agreement

The purpose of this Community Champion Agreement (this "Agreement") is to document the Lawton Public Library, a department of the Lawton Public Library;" a shared understanding of the roles of the entity listed in the signature page ("Community Champion"), a municipal agency; and Unite USA Inc., a Delaware corporation (hereinafter referred to as "Unite Us") (collectively, the "Parties"), in supporting the coordinated care network within the territory described herein. Unite Us owns a technology platform that connects healthcare and social service providers, creating an ecosystem for providers to work together to address social determinants of health and track outcomes as a coordinated network. Pursuant to this Agreement, Unite Us will provide Community Champion the necessary support to access and champion the use of the coordinated network among its partners. The coordinated network will be referred to in external communications as the "Unite Oklahoma Network."

### Roles and Responsibilities

#### Unite Us will

- Pay Community Champion an initial payment of \$5,000 within thirty (30) days of the Effective Date of this Agreement and, subject to Community Champion's performance of the responsibilities set forth below, pay Community Champion a second payment of \$5,000 within thirty (30) days of receipt of invoice from Community Champion following the Effective Date.
- Provide recognition of Community Champion on the Unite Oklahoma Network website hosted by Unite Us
- Provide recognition of Community Champion's role in the Unite Oklahoma Network in Community Discovery Meetings and Strategy Sessions

#### Community Champion will

- Send a mutually agreeable network introduction email to all partners via Unite Us' CRM tool (Hubspot)
- Publicize and support the Unite Oklahoma Network with local community-based organizations by co-hosting mutually agreed upon Community Discovery Meetings, Strategy Sessions, and/or incorporating Unite Us into local community coalitions and forums. Community Champion will host a minimum of 3 sessions and shall host additional sessions as mutually agreed by the Parties. Meetings will be co-hosted using the Unite Us' Zoom account if not being held in person.
- Partner will facilitate the registration and onboarding of a minimum of 25 service providers in the territory.
- Emphasize collaboration with Unite Us as a partner within community and public forums
- Serve on the Community Advisory Committee and Local Implementation Workgroup
- Provide Unite Us a list of a minimum of 35 of Community Champion's community-based organization partners and contacts to enable Unite Us to conduct outreach in partnership with Community Champion
- Participate in a minimum of 2 co-branded marketing campaigns and/or events in partnership with the Unite Us Marketing team

### General Terms

Each Party agrees: (a) to protect the disclosing Party's Confidential Information from unauthorized dissemination and use; (b) to use the disclosing Party's Confidential Information only for the performance of the receiving Party's obligations and in connection with the exercise of the receiving Party's rights hereunder; (c) to disclose any Confidential Information only to those of its employees, agents, or contractors who have a need to know for the performance of their duties and who are bound to comply with confidentiality obligations no less restrictive than the requirements set forth in this Agreement; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing Party, any Confidential Information or any part or parts thereof; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. For purposes of this Agreement, "Confidential Information" means information and data relating to a Party's products, services, technology and systems, business requirements and plans, pricing, finances, costs, and other similar non-public business information which (i) is marked to indicate its confidential or proprietary status or (ii) by its nature is proprietary or non-public, even if not marked, and regardless how disclosed. Confidential Information does not include information which a Party can demonstrate (i) was or becomes publicly known through no fault of the receiving Party; (ii) was known by the receiving Party before receipt from the disclosing Party; (iii) was rightfully received by the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party that does not owe a duty of confidentiality to the disclosing Party with respect to such Confidential Information; or (iv) was independently developed by the receiving Party without the use of or reference to the Confidential Information.

This Agreement takes effect starting on the date signed by the Parties and shall continue for a term of one (1) year. The Parties may agree in writing to renew this Agreement for additional one-year periods. This Agreement is subject to the provisions of all applicable federal and state laws, regulations, and policies. This Agreement may be terminated by either Party upon a material breach of any term that has not been remedied within thirty (30) days following notice of such breach from the non-breaching Party.

Each Party is an independent contractor and engages in the operation of its own business. Neither Party is or will be deemed the agent of the other Party for any purpose, including entering into contracts, assuming obligations or making any warranties or representations on behalf of the other Party. Nothing in this Agreement will be construed to establish a relationship of co-partner or joint venture between the Parties.

Amendments to this Agreement may be considered at any time. This Agreement can be amended solely by written agreement signed by authorized officers of the Parties.

This Agreement shall be governed by the law of Delaware, without reference to its conflict or choice of law principles.

#### Primary Contact Information

Community Champion

Kristin Herr

Director, Lawton Public Library

Unite Us

Kayla Woodberry, Senior Community Engagement Manager

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of the Parties as of the last date set forth below (the "Effective Date").

For:

Lawton Public Library

By:

Name Printed:

Title:

Date:

  
\_\_\_\_\_  
*Michael Cleghorn*  
\_\_\_\_\_  
*City Manager*  
\_\_\_\_\_  
*8/20/2021*

UNITE USA INC.

By:

Name Printed:

Title:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-496

**Agenda Date:** 9/14/2021

**Agenda No:** 5.

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**ITEM TITLE:**

Consider authorizing the use of 2015 CIP funding in an amount not to exceed \$150,000.00 for the installation of electrical improvements at Elmer Thomas Park to support additional lighting for the annual Holiday in the Park event.

**INITIATOR:** City Councilman Jay Burk

**STAFF INFORMATION SOURCE:** Deputy City Manager Richard Rogalski

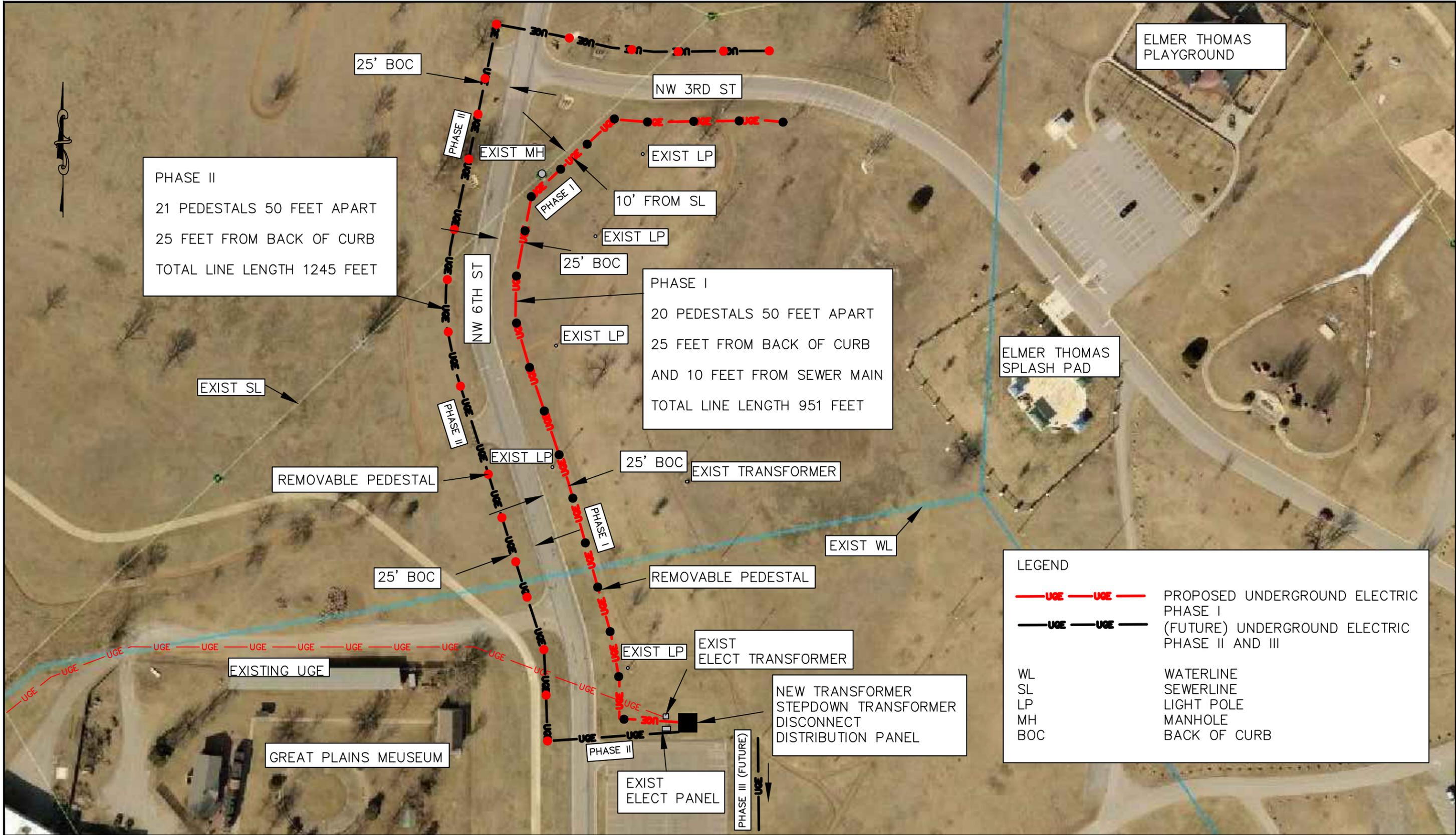
**BACKGROUND:** The Holiday in the Park committee would like to greatly expand the lighting elements at Elmer Thomas Park (ETP) to improvement the annual Holiday in the Park event. Funding for the additional lighting has been secured through donations and the allocations by the City of Lawton and LETA, however the existing electrical infrastructure at the park is not sufficient to support the expanded lighting. The attached plan shows the proposed electric line for ETP which will be completed in two phases. The Scope of Work covers the requirements necessary for a contractor to provide a quote the project. To accomplish this work in a timely fashion, staff intends to utilize the new State of Oklahoma OMES Job Order Contract No. SW0245. To fund the improvement, the project would need up to \$150,000 out of the 2015 CIP Recreation Improvements account.

**EXHIBIT:** Proposed Electric Plan; Scope of Work

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 2015 CIP Recreation Improvements

**STAFF RECOMMENDED COUNCIL ACTION:** Authorize the use of 2015 CIP funding in an amount not to exceed \$150,000.00 for the installation of electrical improvements at Elmer Thomas Park to support additional lighting for the annual Holiday in the Park event.



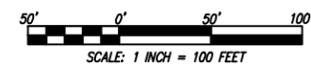
PHASE II  
 21 PEDESTALS 50 FEET APART  
 25 FEET FROM BACK OF CURB  
 TOTAL LINE LENGTH 1245 FEET

PHASE I  
 20 PEDESTALS 50 FEET APART  
 25 FEET FROM BACK OF CURB  
 AND 10 FEET FROM SEWER MAIN  
 TOTAL LINE LENGTH 951 FEET

**LEGEND**

— UGE — UGE — UGE — PROPOSED UNDERGROUND ELECTRIC PHASE I  
 — UGE — UGE — UGE — (FUTURE) UNDERGROUND ELECTRIC PHASE II AND III

WL WATERLINE  
 SL SEWERLINE  
 LP LIGHT POLE  
 MH MANHOLE  
 BOC BACK OF CURB



NO.	DATE	REVISION	BY



PROPOSED ELECTRIC LINE ELMER THOMAS PARK 6TH ST		
DESIGN BY: RW	SCALE: AS NOTED	PROJECT # PU21-05
DRAWN BY: LM	DATE: 9/1/2021	SHEET: 1 OF 1
CHECKED BY: HR		

# Elmer Thomas Park Electrical Project PU 21-05

The City of Lawton is seeking proposals to install an electrical distribution system to service pedestal along NW 6<sup>th</sup> street from a three phase 440-volt PSO power supply. The proposal will be labor and material, conduit, wire, removable pedestals, stepdown low voltage transformer, disconnect, meter loop, circuit protection and design sizing.

## Scope of Work/Requirements

1. The proposal shall include all labor material and design to provide a complete distribution system for phase 1 system east side of NW 6<sup>th</sup> street
2. All work shall comply with current city, state, and NEC electrical codes..
3. Pedestals shall be constructed to be removable for storing when not in uses.
4. The power demand for each circuit shall be 120-volt 20 amp.
5. Each pedestal shall have two circuits with duplex weather tight receptable for each circuit
6. The Electrical equipment shall be UL listed.
7. All electrical shall be placed inside PVC electrical conduit. Ridged steel pipe long sweep bend with riser shall be used on all conduit that approach the ground level.
8. Mounting hardware, Brackets, steel conduit, junction boxes, and appurtenances shall be hot dipped galvanized coated.
9. Design submittal shall accompany Bid for evaluation of proposal.
10. Design shall include in the Distribution panel and stepdown transformer service for Phase 1 and Phase 2 system on west side of NE 6<sup>th</sup> Street. Design shall include a Minimum 10% spare circuits with breakers for future needs
11. System back plate rack shall be sized to accept a phase 3 distribution panel in addition to phase 1 & 2 panel and space to set a phase 3 stepdown transformer. Phase 3 will feed south along NW 6<sup>th</sup> Street. All work except the back plate rack for phase 3 are not part of this proposal.

12. Restoration of all excavation shall be made and compacted topsoil installed
13. Phase 1 and Phase 2 site layout is included in bid package for use to prepare proposal. Phase 2 underground distribution conduit and electrical conductor and pedestal are not part of this proposal.
14. Two Spare removeable pedestals and receivers shall be supply for replacements.
15. Ground fault protection shall be supplied on all receptacles.
16. Electrical equipment:
  - a. Manufacturing Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing).
17. All grounding shall be provided to meet NEC and City adopted Codes,
18. WARRANTY AND GUARANTEE
  - a. 2-Year Warranty: Each manufacturer shall supply a signed warranty covering the equipment provided or contractor shall supply a warranty for two years.

### **Instructions to Bidders**

The contractor shall always remain responsible for his equipment and materials being utilized upon the City of Lawton property, as well as any equipment and materials which belong to the City of Lawton and has been handed over to the contractor for execution of the works. The City of Lawton shall not be responsible for any damage or loss of such equipment and materials.

Bid submissions must include the following:

1. Means and Methods for complete execution of the works, including but not limited to:
  - a. Type and efficiency of new electrical Distribution system.
2. Details of projects performed in the past of similar scope along with references.
3. Priced Bid
4. Work shall be completed by November 20<sup>th</sup>.
5. Manufactures product data sheet.
6. Design layout and calculation.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-501

**Agenda Date:** 9/14/2021

**Agenda No:** 6.

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**ITEM TITLE:**

Consider approving an Airport Improvement Program (AIP) construction grant for the Lawton-Ft Sill Regional Airport in the amount of \$1,111,111.00.

**INITIATOR:** Michael Cleghorn, City Manager

**STAFF INFORMATION SOURCE:** Barbara McNally, Airport Director

**BACKGROUND:** These funds are the first installment of a multi-year grant for the completion of the Terminal Renovations

**EXHIBIT:** Grant Offer

**KEY ISSUES:** N/A

**FUNDING SOURCE:** FAA - 100%

**STAFF RECOMMENDED COUNCIL ACTION:** Approve grant offer and execute the documents.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date September 7, 2021

Airport/Planning Area Lawton-Fort Sill Regional Airport

FY2021 AIP Grant Number 3-40-0051-043-2021

Unique Entity Identifier 102393394

TO: Lawton Metropolitan Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

City of Lawton, Oklahoma

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 26, 2021, for a grant of Federal funds for a project at or associated with the Lawton-Fort Sill Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Lawton-Fort Sill Regional Airport (herein called the "Project") consisting of the following:

Improve/Modify/Rehabilitate Terminal Building

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,111,111.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,111,111 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. **Close Out and Termination**
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless **this offer has been accepted by the Sponsor on or before September 20, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

**22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 08/22/2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**24. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
  3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
25. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

### SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Glenn Boles*

Glenn Boles (Sep 7, 2021 15:02 CDT)

*(Signature)*

Glenn Boles

*(Typed Name)*

Manager, AR/OK Airports District Office

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

Lawton Metropolitan Airport Authority  
\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Lawton

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-472

**Agenda Date:** 9/14/2021

**Agenda No:** 7.

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**ITEM TITLE:**

Consider adopting a Resolution authorizing the installation and/or removal of traffic control measures at NW 75<sup>th</sup> Street at Willow Creek Park and SW Sherman Valley Drive near Patton Hill Drive.

**INITIATOR:** Councilmember Fortenbaugh

**STAFF INFORMATION SOURCE:** Public Works Director, Larry Wolcott, P.E.

**BACKGROUND:** As part of the FY 19/20 and 20/21 budgets, City Council approved the purchase of eight speed tables. One speed table was assigned to each of the eight wards for installation at a location as directed by each Councilmember. The speed tables were to remain in place for a minimum of six months prior to relocation within the ward if desired. The speed table installed in ward six has been in place more than six months and has been requested to be relocated from NW 75<sup>th</sup> Street to SW Sherman Valley Drive.

**EXHIBIT:** Resolution 21-\_\_\_\_\_

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Adopt Resolution No. 21-\_\_\_\_\_ authorizing the installation and/or removal of traffic control measures at NW 75<sup>th</sup> Street at Willow Creek Park and SW Sherman Valley Drive near Patton Hill Drive.

**RESOLUTION NO. 21-\_\_**

**A RESOLUTION AUTHORIZING THE INSTALLATION AND/OR REMOVAL OF TRAFFIC CONTROL DEVICES AT CERTAIN DESIGNATED LOCATIONS WITHIN THE CITY OF LAWTON, OKLAHOMA.**

WHEREAS, it is deemed desirable to add and/or remove traffic control devices at certain designated locations within the City of Lawton, Oklahoma; and

WHEREAS, specific provisions to regulate traffic control are contained in Chapter 23 of the City Code of the City of Lawton, Oklahoma; and

WHEREAS, it is the opinion of the City Council that the public health, safety and welfare will be preserved by adding and/or removing traffic control devices at certain designated locations within the City of Lawton, Oklahoma.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma that:

SECTION 1. Pursuant to the authority granted by Section(s) 23-2-201 of the City Code of the City of Lawton, Oklahoma, the following traffic control measures shall be installed and/or removed:

- 1) Remove speed table on NW 75<sup>th</sup> Street at Willow Creek Park
- 2) Install speed table on SW Sherman Valley Drive near Patton Hill Drive

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 14<sup>th</sup> day of September, 2021

ATTEST:

\_\_\_\_\_  
TRACI HUSHBECK, CITY CLERK

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOHN RATLIFF, CITY ATTORNEY



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-422

**Agenda Date:** 9/14/2021

**Agenda No:** 8.

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**ITEM TITLE:**

Consider acknowledging receipt of an Oklahoma Department of Environmental Quality general permit for the land application of water treatment plant residuals from the City of Lawton Medicine Park Water Treatment Plant onto two application sites.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** David Hastings, Plants Superintendent and Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** On July 23, 2021 the City of Lawton submitted an application to the Oklahoma Department of Environmental Quality for approval to apply residuals from the Medicine Park Water Treatment Plant on two sites as follows: Site 1, 80 acres in the SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$  and W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Section 17, Township 3 North, Range 11 West of the Indian Meridian, Comanche County, Oklahoma and Site 2, 155 acres in the E  $\frac{1}{2}$ , SW  $\frac{1}{4}$ , Section 12, Township 4 North, Range 12 West of the Indian Meridian, Comanche County, Oklahoma. The residuals operation was authorized by DEQ on July 29, 2021. A condition of the permit is it be noted in the minutes of the next Council Meeting.

**EXHIBIT:** Permit on file in the Department of Public Utilities Office

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Acknowledge receipt of an Oklahoma Department of Environmental Quality general permit for the land application of water treatment plant residuals from the City of Lawton Medicine Park Water Treatment Plant onto two application sites.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-455

**Agenda Date:** 9/14/2021

**Agenda No:** 9.

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**ITEM TITLE:**

Consider accepting two Permanent Roadway and Utility Easements and a Permanent Drainage Easement from Cate Farms, LLC for right of way needed for the W. Gore Blvd Reconstruction from SW 82nd Street to 67th Street, Project #2012-08, and authorizing the Mayor and City Clerk to execute the document(s) and authorizing payment for the same.

**INITIATOR:** Director of Engineering, Joseph Painter

**STAFF INFORMATION SOURCE:** Director of Engineering, Joseph Painter

**BACKGROUND:** These tracts are part of the several tracts needed for the W. Gore Blvd Reconstruction from SW 82nd Street to 67th Street, Project #2012-08. These tracts consist of approximately 0.854 acres of new Permanent Roadway and Utility Easement, 0.976 acres of Permanent Roadway and Utility Easement, and 0.143 acres of Permanent Drainage Easement. After negotiations with the property owner (Cate Farms, LLC), the amount agreed upon was \$136,559.00. Staff recommends that Council accept two Permanent Roadway and Utility Easements and a Permanent Drainage Easement and authorize payment.

**EXHIBIT:** Document is on file in the City Clerk's office.

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 2015 CIP

**STAFF RECOMMENDED COUNCIL ACTION:** Accept two Permanent Roadway and Utility Easements and a Permanent Drainage Easement from Cate Farms, LLC for right of way needed for the W. Gore Blvd Reconstruction from SW 82nd Street to 67th Street, Project #2012-08, and authorizing the Mayor and City Clerk to execute the document(s) and authorizing payment of \$136,559.00 for the same.



**City of Lawton, Engineering Division**

212 SW 9<sup>th</sup> Street ■ Lawton, Oklahoma 73501 ■ PH 580.581.3385 FX 580.581.3366  
Shipping Address: 2202 SW 3<sup>rd</sup> Street Lawton, OK 73501

August 6, 2021

**REVISED OFFER LETTER**

Cate Farms, LLC  
7610 NW Chelsey Dr.  
Lawton, OK 73505

RE: Improvement Project on W. Gore Blvd, 82<sup>nd</sup> Street to 67<sup>th</sup> Street                      JP: 19144(04)  
Project: STP-116B(059)  
Parcel: 2, 6.0, 6A

The City of Lawton has contracted with Smith-Roberts Land Services, Inc. (SRLS, Inc.) to represent it in the acquisition of necessary right-of-way for the above-referenced Gore Boulevard Improvement Project. Our records show that you may own or have interest in property in this project area. The agent presenting this letter will explain the project and its effects upon you and your property, and is making an offer to acquire the right-of-way from you in the name of The City of Lawton.

**Parcel 2:** To acquire a Permanent Easement for .854 acres of new right-of-way: **\$55,840.00**

**Parcel 6, 6A:** To acquire a Permanent Easement for .976 acres of new right-of-way: **\$63,743.00** and  
a Perpetual Drainage Easement for .143 acres **\$7,031.00**  
Plus \$ 16,974.67 as compensation for damages/improvement(s).

**Total Offer (rounded) w/ damages is: \$ 136,559.00 rnd**

The agent making this offer does not have authorization to change the amount. The above offer is the amount that The City of Lawton has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to statutory requirements; however, there is no prohibition against you donating the land for the right-of-way, if you wish to do so.

If it is necessary for you to move any of your personal property, you will be given 90 days from the date shown below to clear the right-of-way. Your consideration of our offer to acquire the right-of-way in an easement will be greatly appreciated.

Sincerely,

  
City of Lawton

Property Rights Brochure delivered and written offer made by: Ellie Najm Date: Revised 8/6/21

# SUMMARY OF ACQUISITION

JOB PIECE: 19144(04), COUNTY Comanche, PARCEL(S) 2, 6, 6A

PROPERTY LOCATION: Section 29, Township 2N, Range 12W,

BUYER: **THE CITY OF LAWTON**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Cate Farms, LLC  
7610 W. Chesley Drive  
Lawton, OK 73505

ASSIGNMENT: \_\_\_\_\_

MORTGAGES AND LIENS: First National Bank and Trust Company, Hinton, OK 73047

IMPROVEMENTS: P2: NONE. P6/6A: NONE.

DAMAGES: P2: NONE. P6/6A: Perpetual Utility (Flowage) Easement, Replace steel corner set, Replace steel field gates, Replace pipe gate post.

PROPERTY OWNER(S) / SELLER(S) WILL EXECUTE AND SUBMIT TO THE CITY OF LAWTON, THE FOLLOWING DOCUMENTS:

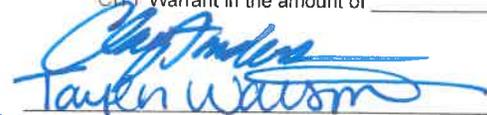
<u>Perpetual Easement</u>	for parcel <u>2</u>	for <u>.854</u>	<u>Acres</u>
<u>Perpetual Easement</u>	for parcel <u>6</u>	for <u>.976</u>	<u>Acres</u>
<u>Flowage Easement</u>	for parcel <u>6A</u>	for <u>.143</u>	<u>Acres</u>
<u>N/A</u>	for parcel _____	for _____	<u>Acres</u>
<u>N/A</u>	for parcel _____	for _____	<u>Acres</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$136,559.00

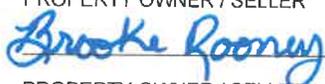
BUYER AND SELLER AGREE: \_\_\_\_\_

UPON RECEIPT OF SIGNED DOCUMENTS, THE CITY OF LAWTON WILL PREPARE THE FOLLOWING:

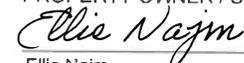
CITY Warrant in the amount of \$136,559.00 to Cate Farms, LLC  
 CITY Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_  
 CITY Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_  
 CITY Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_

*Signature*  
  
 \_\_\_\_\_  
 Managing Member of Cate Farms, LLC  
 PROPERTY OWNER / SELLER

8/13/2021  
8/13/2021  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 PROPERTY OWNER / SELLER

8/13/2021  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 Ellie Najm  
 ACQUISITION AGENT

8/17/2021  
 \_\_\_\_\_  
 DATE

**PERMANENT ROADWAY AND UTILITY EASEMENT**  
(LLC/Corporation Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT Cate Farms, LLC, an Oklahoma  
Limited Liability Company, of City of  
Lawton, Comanche  
County, State of Oklahoma

, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

**THE CITY OF LAWTON, OKLAHOMA, A MUNICIPAL CORPORATION, of 212 SW 9<sup>th</sup> STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Permanent Easement and right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW/4 of Section 29, Township 2 North, Range 12 West, I.M., Comanche County, Oklahoma being further described as follows;

Commencing at the SW corner of said SW/4, thence S 89°37'04" E along the South line of said SW/4 a distance of 538.00 feet to the Point of Beginning, thence S 89°37'04" E continuing along said South line a distance of 820.83 feet, thence N 00°16'47" E a distance of 75.00 feet, thence N 89°37'04" W parallel to said South line a distance of 951.93 feet to a point on the North Right-of-Way line of Gore Boulevard, thence S 71°52'14" E along said North Right-of-Way line a distance of 137.79 feet, Thence S 00°22'56" W perpendicular to said South line a distance of 33.00 feet to the Point of Beginning.

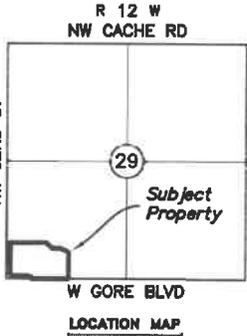
Containing 0.854 acres, more or less, of new right-of-way, the remaining 0.622 acres included in the above description being right-of-way being occupied by the existing right-of-way of Gore Boulevard.

With the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, through, and upon the said property as described a public roadway, drainage structure, utility, or other facility along with the further right to operate, maintain, repair or replace the same.

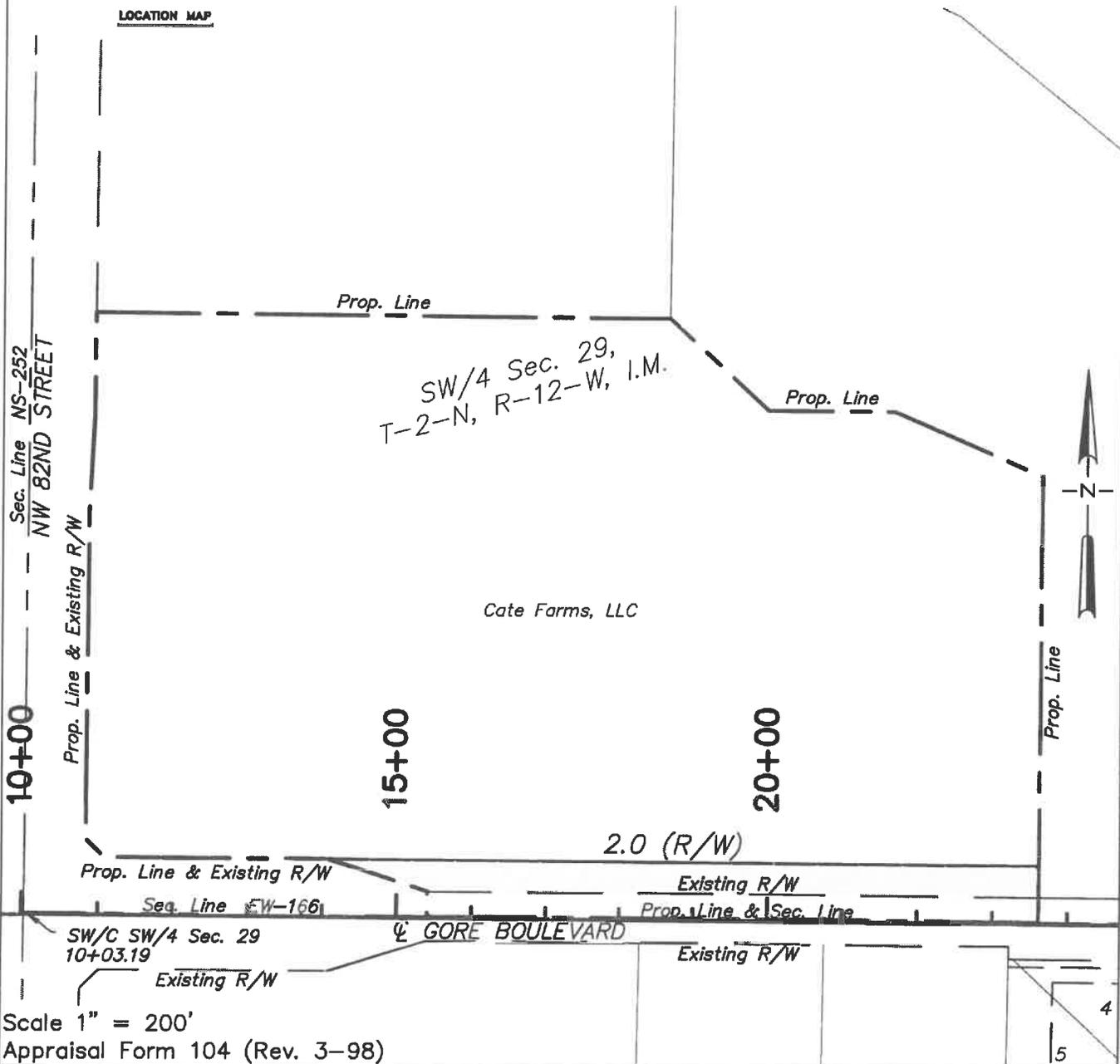


JOB NO.: 19144(04)  
 PARCEL NO.: 2.0  
 COUNTY: COMANCHE  
 PROJECT: 2012-08

LEGAL DESCRIPTION: PT. SW/4 SEC. 29,  
 T-2-N, R-12-W, I.M.



BEFORE GROSS	936,976 S.F.	21.510 ACRES
EXISTING R/W	27,090 S.F.	0.622 ACRES
PERMANENT R/W	37,224 S.F.	0.854 ACRES
EXCESS LAND	0 S.F.	0.000 ACRES
REM. IN QTR.	872,662 S.F.	20.034 ACRES
TEMP. R/W	0 S.F.	0.000 ACRES



Scale 1" = 200'  
 Appraisal Form 104 (Rev. 3-98)

**PERMANENT ROADWAY AND UTILITY EASEMENT**  
(LLC/Corporation Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT Cate Farms, LLC, an Oklahoma  
Limited Liability Company, of City of  
Lawton, Comanche  
County, State of Oklahoma

, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto

**THE CITY OF LAWTON, OKLAHOMA, A MUNICIPAL CORPORATION, of 212 SW 9<sup>th</sup> STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Permanent Easement and right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in the SW/4 of Section 29, Township 2 North, Range 12 West, I.M., Comanche County, Oklahoma being further described as follows;

Beginning at the SE corner of said SW/4, thence N 89°37'04" W along the South line of said SW/4 a distance of 1,030.00 feet, thence N 18°44'04" E a distance of 79.02 feet, thence S 89°37'04" E parallel to said South line a distance of 1,005.00 feet to a point on the East line of said SW/4, thence S 00°16'47" W along said East line a distance of 75.00 feet to the Point of Beginning.

Containing 0.976 acres, more or less, of new right-of-way, the remaining 0.776 acres included in the above description being right-of-way being occupied by the existing right-of-way of Gore Boulevard.

With the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, through, and upon the said property as described a public roadway, drainage structure, utility, or other facility along with the further right to operate, maintain, repair or replace the same.

Signed and delivered this 13<sup>th</sup> day of August, 202012



**PERMANENT DRAINAGE EASEMENT**  
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT Cate Farms, LLC, an Oklahoma Limited Liability Company of Lawton, Comanche County, State of Oklahoma, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars in hand paid, the receipt of which is hereby acknowledged, on behalf of the Grantor and said Grantor executors, administrators, successors and assigns, hereby Grant, Bargain, Sell and Convey unto **City of Lawton, Oklahoma, a Municipal Corporation, of 212 SW 9<sup>th</sup> STREET, LAWTON, OKLAHOMA 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Permanent Easement and right-of-way in, over, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma to-wit:

A strip, piece or parcel of land lying in the SW/4 of Section 29, Township 2 North, Range 12 West, I.M., Comanche County, Oklahoma being further described as follows;

Commencing at the SE Corner of said SW/4, thence N 89°37'04" W along the South line of said SW/4 a distance of 845.59 feet, thence N 00°22'56" E parallel to said South line a distance of 75.00 feet to a point on the Proposed North Right-of-Way line of Gore Boulevard and the Point of Beginning, thence N 89°37'04" W along said Proposed North Right-of-Way line a distance of 100.00 feet, thence N 00°22'56" E perpendicular to said South line a distance of 62.50 feet, thence S 89°37'04" E parallel to said South line a distance of 100.00 feet, thence S 00°22'56" W perpendicular to said South line a distance of 62.50 feet to the Point of Beginning.

Containing 0.143 acres, more or less.

with the right of ingress and egress to and from the same for the purpose of installing, constructing, operating, maintaining, repairing and replacing in, over, through, and upon the said property as described a drainage pipe, channel, structure or other facility along with the further right to operate, maintain, repair or replace the same.

Signed and delivered this 13<sup>th</sup> day of August 2021.

Cate Farms, LLC, an Oklahoma Limited Liability Company by:

Taylor Watson

Brooke Rooney

**LLC ACKNOWLEDGMENT**

STATE OF OKLAHOMA     )  
  )     SS  
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public in and for said County and State on this 13 day of AUGUST, 2021, personally appeared TAYLOR WATSON; BROOKE ROONEY; CLAY ANDERSON the Signatory members of **Cate Farms LLC**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as " " free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Mandy D. James  
Notary Public

My commission expires:

My commission number:

**ACCEPTANCE**

Accepted by the Lawton City Council for and on behalf of the City of Lawton, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF LAWTON, OKLAHOMA**  
a municipal corporation

**ATTEST:**

\_\_\_\_\_  
Stan Booker, Mayor

\_\_\_\_\_  
Traci Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
John Ratliff, City Attorney

## EXHIBIT "A"

### Perpetual Drainage Easement

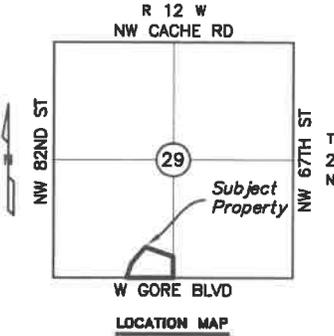
A strip, piece or parcel of land lying in the SW/4 of Section 29, Township 2 North, Range 12 West, I.M., Comanche County, Oklahoma being further described as follows;

Commencing at the SE Corner of said SW/4, thence N 89°37'04" W along the South line of said SW/4 a distance of 845.59 feet, thence N 00°22'56" E parallel to said South line a distance of 75.00 feet to a point on the Proposed North Right-of-Way line of Gore Boulevard and the Point of Beginning, thence N 89°37'04" W along said Proposed North Right-of-Way line a distance of 100.00 feet, thence N 00°22'56" E perpendicular to said South line a distance of 62.50 feet, thence S 89°37'04" E parallel to said South line a distance of 100.00 feet, thence S 00°22'56" W perpendicular to said South line a distance of 62.50 feet to the Point of Beginning.

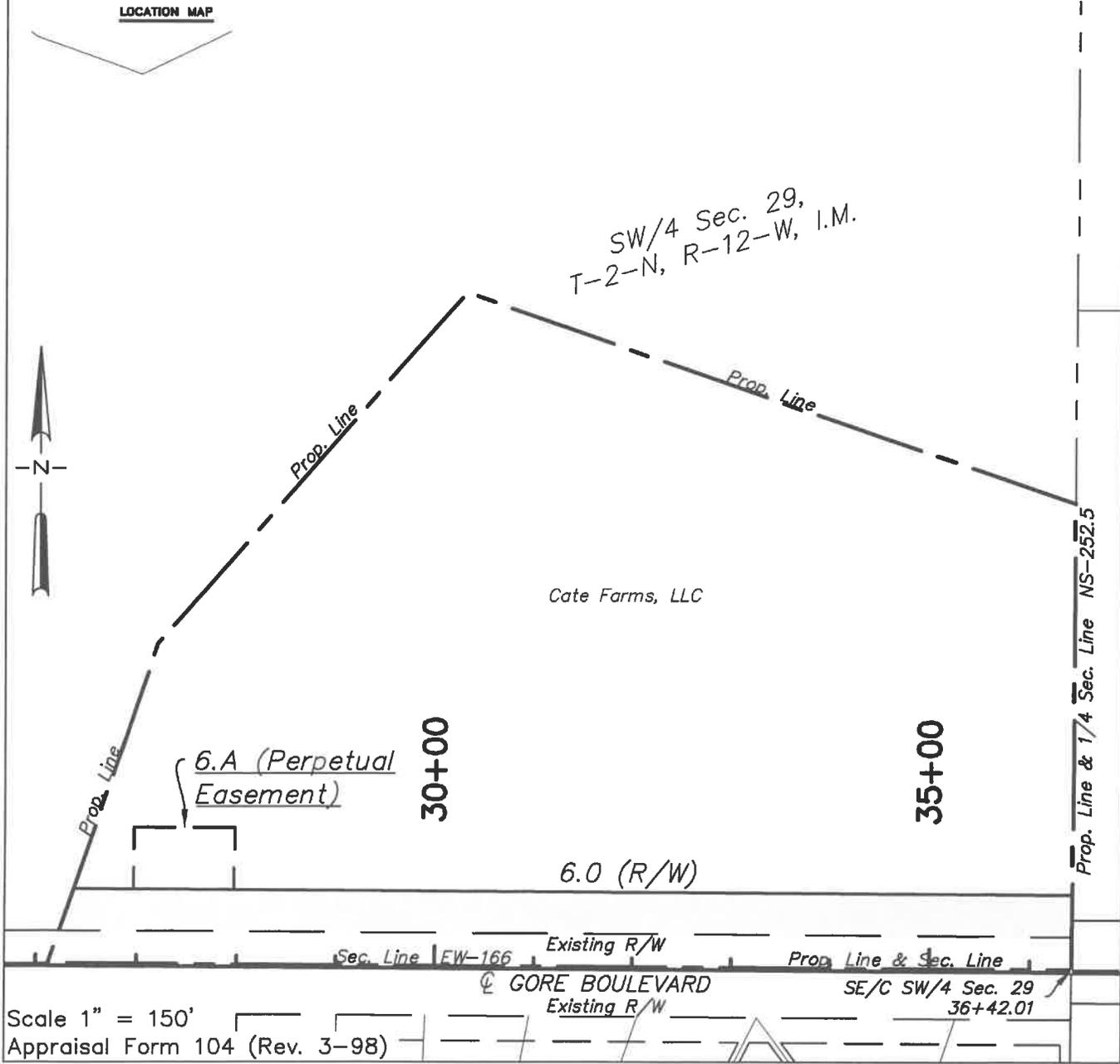
Containing 0.143 acres, more or less.

JOB NO.: 19144(04)  
 PARCEL NO.: 6.0, 6.A  
 COUNTY: COMANCHE  
 PROJECT: 2012-08

LEGAL DESCRIPTION: PT. SW/4 SEC. 29,  
T-2-N, R-12-W, I.M.



BEFORE GROSS	526,205 S.F.	12.080 ACRES
EXISTING R/W	33,818 S.F.	0.776 ACRES
PERMANENT R/W	42,495 S.F.	0.976 ACRES
EXCESS LAND	0 S.F.	0.000 ACRES
REM. IN QTR.	449,892 S.F.	10.328 ACRES
PERPETUAL EASEMENT	6,250 S.F.	0.143 ACRES



Scale 1" = 150'  
 Appraisal Form 104 (Rev. 3-98)

AFFIDAVIT OF MANAGING MEMBER

Taylor Watson  
Brooke Rooney  
Clay Anderson

signatory

the Managing Member of the Cate Farms, LLC hereby certifies as follows:

- 1. Cate Farms, LLC is the record owner of the following described property, to-wit:

See Attached Legal Description for parcel 2, 6, 6A

- 2. The LLC is still in full force and effect.
- 3. I, Taylor Watson, Brooke Rooney, Clay Anderson am the appointed Managing Member of the Cate Farms, LLC and that we have full power and authority pursuant to said LLC agreement to convey unto the City of Lawton the above referenced property.

Clay Anderson

Taylor Watson

Managing Member

8/13/2021

Date

Brooke Rooney

signatory member

State of OKLAHOMA

County of COMANCHE

On this 13 day of AUGUST, 2021, before me the undersigned, a Notary Public in

and for the county and state aforesaid, personally appeared Taylor Watson; Brooke Rooney; Clay Anderson

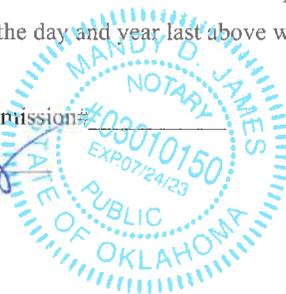
to me known to be the identical person S who executed the within and foregoing instrument as its signatory members

and acknowledged to me that " " executed the same as " " free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: \_\_\_\_\_ Commission# \_\_\_\_\_

Notary Public Wendy Jay



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Cate Farms, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**7610 NW Chesley Drive**

6 City, state, and ZIP code  
**Lawton, OK. 73505**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

8	3	-	2	9	5	7	9	4	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ **Taylor Watson**

Date ▶ **8/16/2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-458

**Agenda Date:** 9/14/2021

**Agenda No:** 10.

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### ITEM TITLE:

Consider approving Amendment No. 9 to the December 9, 2014 contract with Garver, LLC, which will amend the scope of service to provide professional services necessary for the final design, bidding, construction administration, application engineering programming service, and implementation of SCADA system improvements for the MPWTP, SEWTP, and water distribution system.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** On December 9, 2014, the City Council approved a contract for a feasibility study for development of an alternative water supply study and report. Amendment No 1 included provision for preparation of bid documents, bidding services, and construction support services for the construction of groundwater test wells. Amendment No. 2, rescinded parts of Amendment No. 1 and authorized the staff to move forward with additional investigations to assure suitability of the test hole locations selected based on the desktop exercise located on City properties and the use of other hydrologic /geologic methods for examining the sites. Amendment No. 3 expanded the scope of work by adding up to 10 offsite (non-city) locations for additional test holes as well as included provisions for additional professional engineering and technical services contemplated by the original contract as amended as well as drilling of test holes, estimation of well yield, performance of treatability study, evaluation of conveyance alignment, in the amount not to exceed \$1,674,100.00. Amendment No. 4 provided for additional engineering services in support of constructing groundwater wells, conveyance system and design of the treatment facility at the SEWTP location in an amount not to exceed \$3,740,900.00. Amendment No. 5 reallocated savings within the existing project in an amount not to exceed \$65,230.00 to provide for engineering and technical services to support updating and preparing the City of Lawton's Risk and Resiliency Assessment and Emergency Response Plan, both of which were required by the EPA's America's Water Infrastructure Act. Amendment No. 6 provided for a Wastewater Treatment Plant Condition Assessment which included an evaluation of current equipment, conditions, and maintenance procedures as well as recommendations for capital and process improvements. Amendment No. 6 was financed through Contingency Funds within the Sewer Rehab Fund in an amount not to exceed \$68,700.00. **Amendment No. 7 provided for an engineering evaluation of the existing SCADA systems, proposed improvements, conceptual (10%) designs associated with the proposed improvements, and environmental services associated with obtaining a categorical exclusion (CatEx) for state revolving fund (SRF) loan programs for the City of Lawton Wastewater Treatment Plant, Southeast Water Treatment Plant, Medicine Park Water Treatment Plant, and Water Distribution System. The SCADA system is used to control and monitor the operation of plants, pump stations and elevated storage facilities. For each facility, services would include an assessment of the existing SCADA system components and connection to the SCADA system, development of recommended improvements, and prioritization and conceptual design of the recommended improvements in an amount not to exceed \$365,360.00. Future phases would provide for final design, construction, and control system programming to assist with implementation of improvements. Funding for SCADA improvements is included in the 2019 CIP.** Amendment No. 8 provided for professional engineering services necessary for the completion of an Engineering Report which includes the evaluation and comparison of various degrees of improvements at the

WWTP. The report will be used as a tool to decide the best path to take in moving forward at the WWTP for the next 50 years. The amendment also provided Project Management assistance necessary to restore plant operation to an environmentally compliant status in the interim. Funding for Amendment No. 8 came from the 2019 PROPEL CIP in an amount not to exceed \$482,910.00. **Amendment No. 9 will provide for professional engineering services in the final design, bidding, application engineering programming service, and construction administration services for SCADA systems improvements at the MPWTP, SEWTP, and water distribution system. A conceptual design was recently completed under Amendment No. 7 which will be further developed and finalized to include, among other things, a new radio telemetry system, new PLC hardware at both water treatment plants, new RTU panels at remote sites, and intrusion detection improvements. Additionally, the Amendment allows for additional programming support for a period up to five (5) years after implementation of improvements as outlined in Appendix B Rate Schedule. Funding for Amendment No. 9 will come from the 2019 PROPEL CIP.**

**EXHIBIT:** Amendment to the Agreement, Appendix A Scope of Services, Appendix B Rate Schedule

**KEY ISSUES:** Does Council wish to amend the Garver, LLC contract to provide professional services necessary for the final design, bidding, construction administration, application engineering programming service, and implementation of SCADA system improvements for the MPWTP, SEWTP, and water distribution system?

**FUNDING SOURCE:** 2019 PROPEL CIP

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Amendment No. 9 to the December 9, 2014 contract with Garver, LLC, which will amend the scope of service to provide professional services necessary for the final design, bidding, construction administration, application engineering programming service, and implementation of SCADA system improvements for the MPWTP, SEWTP, and water distribution system in an amount not to exceed \$967,900.00.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF LAWTON  
LAWTON, OKLAHOMA**

**CONTRACT AMENDMENT NO. 9**

This Amendment to Agreement made as of this 16th day of August in the year two-thousand and twenty-one is by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “First Party” or “Owner” and Garver LLC, hereinafter referred to as “Second Party” or “Engineer.”

WITNESSETH

WHEREAS the parties hereto have an agreement for professional services dated December 9, 2014, for conducting an Alternative Water Supply Feasibility study (Agreement). The parties have previously made eight amendments to the original Agreement: (1) Amendment No. 1 dated May 26, 2015; (2) Amendment No. 2 dated January 12, 2016; (3) Amendment No. 3 dated December 14, 2017; (4) Amendment No. 4 dated November 13, 2018; (5) Amendment No. 5 dated November 12, 2019; (6) Amendment No. 6 dated December 13, 2019; (7) Amendment No. 7 dated September 8, 2020; (8) Amendment No. 8 dated November 24, 2020; and

WHEREAS the parties hereto desire to enter into a ninth amendment to said Agreement to include additional professional services outlined herein, and all provisions of the contract and previous amendments remain in full effect except the additional scope of services in Amendment No. 9.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Agreement entered into by the parties on December 9, 2014, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional engineering assistance pertaining to the provision of design, bidding, and construction administration services for supervisory control and data acquisition (SCADA) for the Medicine Park Water Treatment Plant (MPWTP), the Southeast Water Treatment Plant (SEWTP), and the Water Distribution System. The ENGINEER will provide the scope of services in conformance with the attached Appendix A – Scope of Services and the applicable contract requirements as specified in the agreement. The fee schedule for such services is summarized below:

Task	Amount
Task 1 - Project Management	\$49,100.00
Task 2 - Radio Path Study	\$27,000.00
Task 3 - Preliminary Design	\$129,400.00
Task 4 - Final Design	\$141,500.00
Task 5 - Contractor Pre-Qualification	\$23,200.00
Task 6 - Bidding Services	\$31,000.00
Task 7 - Construction Phase Services	\$72,400.00
Task 8 - Application Engineering Services	\$376,500.00
Task 9 – Project Implementation	\$117,800.00

Task	Amount
<b>Total Services (Lump Sum)</b>	<b>\$967,900</b>

The OWNER will compensate ENGINEER for engineering work associated with the services relating to Task 1 through Task 9 outlined in the Scope of Services of Appendix A for a lump sum amount not to nine hundred sixty-seven thousand nine hundred dollars (\$967,900.00).

Task	Amount
Task 10 – Programming Support	\$250,000
<b>Total Services (Rate Schedule)</b>	<b>\$250,000</b>

The OWNER will compensate ENGINEER for engineering work associated with the services relating to Task 10 in the Scope of Services of Appendix A on a rate schedule at the agreed upon rates for each classification of ENGINEER’s personnel (may include contract staff classified at ENGINEER’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to ENGINEER under Task 10 of this Amendment is not exceed two hundred and fifty thousand dollars (\$250,000.00). For informational purposes, the ENGINEER’s rate schedule is included in Appendix B – Rate Schedule with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022. Notwithstanding the foregoing, ENGINEER shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event ENGINEER shall only be entitled to payment at the lesser rate.

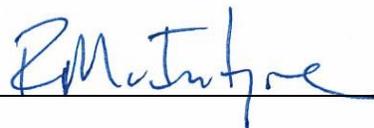
Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Potential Extra Work has also been enumerated in the Appendix A, under Section 11. In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents that funding sources are in place with the available funds necessary to pay ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**ENGINEER**

By: 

Printed Name: Randy McIntyre

Title: Vice President

**OWNER**

APPROVED by the Council and signed by the Mayor for the City of Lawton this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF LAWTON  
A Municipal Corporation,

By: \_\_\_\_\_  
MAYOR STANLEY BOOKER

ATTEST:

\_\_\_\_\_  
TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
JOHN RATLIFF, CITY ATTORNEY

## APPENDIX A – SCOPE OF SERVICES

### General

Generally, the scope of services includes final design, construction phase services, and application engineering for improvements to the City of Lawton’s Supervisory Control and Data Acquisition (SCADA) systems at the following facilities:

1. Southeast Water Treatment Plant (SEWTP)
2. Medicine Park Water Treatment Plant (MPWTP)
3. Water Distribution System

A conceptual design for water system SCADA improvements was recently completed under a previous phase of the project. The final design services provided under this Amendment will develop the recommended improvements presented in the Lawton Water Treatment and Water Distribution SCADA Improvements Conceptual Design Report, dated July 2021, into a design package for bidding, construction, and implementation. ENGINEER’s scope of services also includes construction administration and application engineering (PLC and SCADA HMI programming) of the control system during construction of the project. Major components of design for the new systems include:

1. A new radio telemetry system and SCADA graphics for the water distribution system, with redundancy features.
2. New RTU panels at remote sites of the water distribution system.
3. New chlorine analyzer instrumentation at remote water distribution sites such as each pump station and ground storage and commissioning of the existing chloramine booster station.
4. Intrusion detection improvements (door switches, motion detection) at remote sites of the water distribution system.
5. Incorporation of existing digital I/O into the new RTU panels at remote sites of the water distribution system for status and alarm feedback of specific equipment that are not currently connected to the existing RTU panels. Evaluate each site to determine available signals – examples include valve positions, power failure, pump out of service, etc.
6. Upgraded SCADA HMI hardware and software with redundancy features at both water treatment plants.
7. New PLC hardware at both water treatment plants.
8. Coordination with City IT department for network design and configuration.

### 1. Project Management

ENGINEER will provide overall project management services for the project including the following:

1. Conduct a kick-off meeting at the Owner’s site to review project objectives, schedule, and deliverables.
2. Develop an initial project schedule. ENGINEER will advise the Owner of critical path items affecting the project progress versus the planned schedule.
3. Development of a project specific Project Management Plan for use as an ENGINEER delivery plan used internally to document:
  - a. Scope
  - b. Schedule
  - c. Budget
  - d. Project Organization
  - e. Project Quality Management
  - f. Establish Technical Review Committee.

4. Conduct progress meetings as needed, with the Owner's staff via teleconference.
5. Provide an agenda in advance of all scheduled meetings and provide subsequent meeting minutes following the meeting.
6. Maintain and monitor project engineering budgets and submit monthly invoices based on progress of work to date. ENGINEER will also maintain total project budgets that may include other parties involved in the project.
7. Provide Owner with deliverables in accordance with ENGINEER quality assurance and quality control procedures. ENGINEER to provide quality control plan to the Owner for review.

## **2. Radio Path Study**

A desktop radio path analysis was provided as part of the conceptual design report in the previous conceptual design phase of the project. It is expected that a field radio path study may be required during the final design phase to confirm radio paths between remote sites and determine required antenna heights for the frequencies under consideration. If the Owner and ENGINEER agree that a field radio path study is required, ENGINEER will coordinate this work with a company that specializes in radio telemetry path studies, who will perform the field path evaluations and provide results of the field studies and recommendations for operating frequency, antenna types, and antenna heights. The Owner will be responsible for providing a representative to accompany the radio path technician for site access, and any lift equipment necessary to reach antenna locations. Field path study is anticipated to require one week of on-site testing time.

## **3. Preliminary Design**

The preliminary (50%) design phase submittal will build on the conceptual designs accepted by the Owner and include preliminary layouts of the improvements as well as an opinion of probable construction cost (OPCC). The anticipated OPCC accuracy for this level of design is in the range -20 percent to +30 percent. Design drawings will be developed and represent approximately 50 percent of final construction contract plans. Technical specifications will not form part of this submittal.

ENGINEER will develop sample HMI graphic screens for the new water distribution SCADA, with features based on discussions during the conceptual design phase of the project. ENGINEER will review these with the Owner during the preliminary design review workshop. Sample screens will include one pump station and one elevated storage tank to convey common features and elements across all sites. Additionally, ENGINEER will provide a preliminary list of I/O specific to each remote location, for discussion and review with the Owner during the workshop to verify that the unique features of each location have been identified.

ENGINEER will submit the preliminary (50%) plans with OPCC to the Owner for review. The submittal will exclude front end and technical specifications and construction details.

Upon submission of the preliminary (50%) design documents, ENGINEER will participate in one (1) preliminary design review workshop with the Owner, including Owner's IT Department for comment and input. ENGINEER will generate minutes from the meeting that will include review comments from the Owner. ENGINEER will begin final design upon receiving written approval by Owner of the preliminary design.

### Deliverables

- Electronic (PDF) copy of the preliminary (50%) design documents with opinion of probable construction cost

#### **4. Final Design**

Upon receiving written authorization to proceed with design after the 50% submittal, ENGINEER will conduct final (100%) design tasks to prepare construction plans and specifications, for one (1) construction contract, including final construction details and quantities, technical specifications, “front-end” contract documents, and OPCC (anticipated accuracy in the range -10 percent to +15 percent).

Additionally, ENGINEER will present finalized sample HMI graphic screens and final site specific I/O lists for the new water distribution SCADA, based on feedback and discussion during the preliminary review workshop. ENGINEER will review these with the Owner during the final review workshop.

ENGINEER will submit the draft final plans, technical specifications, “front-end” contract documents, and OPCC to the Owner for review.

Upon submission of the draft final (100%) documents, ENGINEER will participate in one (1) final design review workshop with the Owner. ENGINEER will generate minutes from the meeting that will include review comments from the Owner. Final comments agreed to by both Owner and ENGINEER will be incorporated into the documents and final (100%) construction documents will be prepared as required to advertise for bids.

##### Deliverables

1. Electronic (PDF) copy of the draft final (100%) design documents with opinion of probable construction cost
2. Electronic (PDF) copy and three (3) hard copies of the final bid documents

#### **5. Contractor Pre-Qualification**

ENGINEER will assist the Owner with pre-qualification of contractors to perform the construction work associated with the project. To assist with the pre-qualification of contractors, ENGINEER will:

1. Prepare pre-qualification information packet that will serve as the Request for Qualifications for interested contractors.
2. Prepare and submit advertisement for pre-qualification to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
3. Support the pre-qualification packet by preparing addenda as appropriate.
4. Participate in a pre-qualification meeting.
5. Prepare a pre-qualification meeting memorandum and distribute to attendees.
6. Participate in a construction site tour by interested pre-qualification meeting attendees. The Owner will host the site tour.
7. Attend the opening of Submittals of Qualifications.
8. Prepare a review of each submittal and rank based upon agreed to criteria. Also, perform the following:
  - a. Verify contractor certifications and licenses to serve as the Primary Contractor for the project.
  - b. Survey (via telephone) the submitted project references.
  - c. Survey (via telephone) the submitted references for key staff.
  - d. Evaluate the Contractor’s ability to meet a guaranteed emergency response time.
  - e. Evaluate the submittals and recommend pre-qualified contractors to Owner.
9. Prepare pre-qualification notices to qualified contractors and advise of preliminary schedule for bidding.

## **6. Bidding Services**

Following Owner written notification to advertise for bids, ENGINEER will provide bidding phase services. ENGINEER will accomplish the following:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders using ENGINEER's online plan room (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in one (1) pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts. ENGINEER will submit two (2) copies of conformed documents to the Owner and three (3) copies to the Contractor, including plans and specifications with bidding addenda incorporated.

## **7. Construction Phase Services**

Following Owner award of a contract to a bidder, ENGINEER will provide construction phase services. ENGINEER will accomplish the following:

1. Attend one (1) preconstruction meeting.
2. Attend up to nine (9) monthly progress/coordination meetings with the Owner/Contractor.
3. Assist OWNER to evaluate and respond to construction material submittals and shop drawings. Contractor shall submit construction material submittals and shop drawings to both OWNER and ENGINEER. ENGINEER shall incorporate OWNER corrections and comments into responses. Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents. ENGINEER will provide the Owner electronic PDF copies of approved submittals and shop drawings received from the Contractor.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review up to nine (9) Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner

regarding payment. ENGINEER's recommendation for payment shall not be a representation that ENGINEER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

6. ENGINEER is not providing residential construction observation services during the 9-month construction contract performance time but will coordinate with the Owner's chosen onsite representative for construction. If the Owner wishes ENGINEER to provide observation, the Owner will pay ENGINEER an additional fee agreed to by the Owner and ENGINEER.
7. When authorized by the Owner, ENGINEER will prepare up to two (2) change orders for changes in the work that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay ENGINEER an additional fee to be agreed upon by the Owner and ENGINEER.
8. Prepare and furnish record drawings based upon a set of redline marked up construction drawings maintained by the Contractor and verified by the Owner during construction observation. ENGINEER will provide the Owner one (1) hard copy set of 11" x 17" record drawings.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The basis for the proposed fee for Construction Phase Services is a 9-month construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants ENGINEER to continue the applicable Construction Phase services, the Owner will pay ENGINEER an additional fee agreed to by the Owner and ENGINEER.

## **8. Application Engineering Services**

The application engineering scope of services includes PLC and HMI programming for the new water treatment and distribution SCADA systems as described below.

### Southeast Water Treatment Plant

1. Perform SCADA software configuration on new SCADA hardware for the most recent version of FactoryTalk View Site Edition SCADA software. Software and hardware will be provided by the Contractor. Process control functionality and content of existing graphic screens might require some modification.
2. Configure and test redundant server configuration for SCADA software.
3. Configure ThinManager software for new thin client workstations.
4. Coordinate with City IT department for network, firewall, and security configurations for remote access.
5. Assist with configuration and setup of applications on mobile and tablet devices for remote access to SCADA graphics.
6. Configure and test new PLC processor modules at distributed PLC cabinets. New PLC hardware and installation will be provided by the Contractor.
7. Coordinate replacement of vendor supplied package system control panel hardware and configure SCADA graphic screens to communicate with new hardware. Replacement of hardware to be provided by the Contractor/package system manufacturer.

### Medicine Park Water Treatment Plant

1. Perform SCADA software configuration on new SCADA hardware for the most recent version of FactoryTalk View Site Edition SCADA software. Software and hardware will be provided by the Contractor. Process control, functionality, and content of existing graphic screens might require some modification.
2. Configure and test redundant server configuration for SCADA software.
3. Configure ThinManager software for new thin client workstations.
4. Coordinate with City IT department for network, firewall, and security configurations for remote access.
5. Assist with configuration and setup of applications on mobile and tablet devices for remote access to SCADA graphics.
6. Configure and test functionality of new redundancy hardware for the main PLC. New PLC hardware and installation will be provided by the Contractor.
7. Coordinate replacement of vendor supplied package system control panel hardware and configure SCADA graphic screens to communicate with new hardware. Replacement of hardware to be provided by the Contractor/package system manufacturer.

#### Water Distribution System

1. Develop new SCADA graphic screens in FactoryTalk View Site Edition for all water distribution sites. Screens will include functionality similar to existing Terra SCADA HMI screens, with additional status and alarms for additional I/O identified during design. The screens will be included as part of the FactoryTalk installation at the SEWTP.
2. Develop programming for new PLCs at water distribution sites. Process control functionality to match existing.

#### Factory Acceptance Testing

1. Southeast Water Treatment Plant and Water Distribution
  - Attend up to five (5) days of factory acceptance testing for the new water distribution and SEWTP SCADA system. The factory acceptance testing is expected to initially include ENGINEER and the Contractor to perform basic setup and operational testing. The Owner is expected to attend for demonstration testing after ENGINEER and the Contractor have successfully performed operational testing. The factory acceptance testing will include all new water distribution RTU panels and new SEWTP SCADA hardware, connected together at a single location provided by the Contractor. ENGINEER will provide the PLC programming and SCADA graphics for the testing. The purpose of the factory acceptance test will be to ensure the functionality of all screens and process control of the water distribution system, and SCADA HMI redundancy and communications configuration for the SEWTP HMI system.
2. Medicine Park Water Treatment Plant
  - Attend up to five (5) days of factory acceptance testing for the new Medicine Park SCADA HMI and central redundant PLC system. The factory acceptance testing is expected to initially include ENGINEER and the Contractor to perform basic setup and operational testing. The Owner is expected to attend for demonstration testing after ENGINEER and the Contractor have successfully performed operational testing. The factory acceptance testing will include the new MPWTP SCADA HMI and central PLC hardware, connected together at a single location provided by the Contractor. The purpose of the factory acceptance test will be to ensure the functionality of the SCADA HMI and central PLC redundancy and communications configuration for the MPWTP system.

## 9. Project Implementation

The construction documents will specify the contractor's responsibilities for coordination and completion of project start-up services. ENGINEER's application programming technicians will be on site at the Owner's facilities to provide programming support for system startup and implementation. It is expected that startups will occur in three separate stages: one for MPWTP, one for SEWTP, and one for the water distribution system. ENGINEER will provide on-site startup support for up to (2) weeks for each stage. ENGINEER's technicians will spend up to (2) additional days onsite with the Owner's staff to go through the new systems and answer questions.

The Owner will provide ENGINEER with remote access to each SCADA system network for remote startup support as required.

Engineer will provide an application manual at the completion of the project that will include documentation about the configuration and operation of the new SCADA system including the following:

- Project record drawings
- O&M manuals for equipment
- Written description of new radio telemetry system operation
- Written logic control narratives describing the functionality of the new PLC and HMI application development
- Documentation of SCADA HMI software configurations

### Deliverables

1. Digital copies of final PLC and HMI application programs.
2. Digital copy of application manual

## 10. Programming Support

ENGINEER will provide application engineering support for the new systems for both planned maintenance and emergency tasks, as directed by the Owner, for a period up to (5) years after completion of the project.

Planned maintenance services are expected to include one (1) site trip per year to install software updates to the SCADA equipment at the water treatment plant sites. It is expected that the Owner will maintain a software support agreement with software developers that will enable access to free software updates and support. The ENGINEER will not provide software licenses or pay software fees associated with upgrades.

Emergency support will be provided, as directed by the Owner, for troubleshooting of the software systems as needs arise. Support is limited to PLC or HMI programming modifications only. The Owner will provide ENGINEER with remote access to each SCADA system network for remote emergency support where feasible. Site visits will be conducted, as directed by Owner, if emergency support services cannot be successfully provided with remote access.

Support services will be provided on an hourly basis as indicated in the agreement. Requested support beyond the contract amount will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and ENGINEER.

## 11. Additional Services considered Extra Work

The following items are anticipated to be required for this project, but the required level of effort is not known at this time and therefore not included in this agreement. These items are intended to be included at a later date by amendment or provided by others:

1. Construction observation.

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Financial/Funding assistance
4. Warranty assistance services
5. Construction materials testing
6. Utility potholing or design of utility relocation
7. Electrical utility design
8. Radio telemetry system configuration. Configuration and testing of the new radio telemetry system will be specified in the bid documents to be provided by the contractor.
9. Design of new pump starters or pump control panels at water distribution pump stations.
10. Formal classroom training for SCADA systems
11. Computer hardware or software, software upgrades, or software license purchases. All required hardware and software will be specified in the bid documents to be provided by the contractor.
12. Modification of existing graphic screens for SEWTP or MPWTP related to water treatment process control.
13. Troubleshooting existing or new hardware faults or installation errors.
14. Enterprise network configuration.
15. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
16. Construction materials testing.
17. Construction observation.
18. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
19. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and ENGINEER.

## 12. Schedule

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
50% Design Deliverable	90 days from Notice to Proceed
50% Design Workshop	To be scheduled
100% Design Deliverable	90 days from approval of 50% design
100% Design Workshop	To be scheduled
Final Bid Documents	14 days after approval of 100% design
Bidding Services	60 days after approval of Final Bid Documents
Construction Phase Services	270 days from issue of NTP to Contractor
Application Engineering and Project Implementation	As required concurrent with construction
Programming Support	As required post-construction

**APPENDIX B – RATE SCHEDULE**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1.....	\$ 111.00
E-2.....	\$ 128.00
E-3.....	\$ 155.00
E-4.....	\$ 181.00
E-5.....	\$ 221.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 133.00
P-2.....	\$ 167.00
P-3.....	\$ 198.00
P-4.....	\$ 232.00
P-5.....	268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
<b>Technicians</b>	
T-1.....	\$ 81.00
T-2.....	\$ 102.00
T-3.....	\$ 125.00
<b>Construction Observation</b>	
C-1.....	\$ 98.00
C-2.....	\$ 125.00
C-3.....	\$ 153.00
C-4.....	\$ 188.00
<b>Management/Administration</b>	
M-1.....	\$ 370.00
X-1.....	\$ 64.00
X-2.....	\$ 86.00
X-3.....	\$ 120.00
X-4.....	\$ 153.00
X-5.....	\$ 187.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-463

**Agenda Date:** 9/14/2021

**Agenda No:** 11.

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**ITEM TITLE:**

Consider approving Agreement between City of Lawton and EST, Inc., for the Professional Engineering Services and the Preparation of Contract Documents for the 'Street Reconstruction Project: SW 38<sup>th</sup> ST from SW Bishop Rd to W Gore Blvd, Project No. 2021-02'.

**INITIATOR:** Director of Engineering, Joseph Painter, P.E.

**STAFF INFORMATION SOURCE:** Director of Engineering, Joseph Painter, P.E.

**BACKGROUND:** This agreement between the City of Lawton and EST, Inc. calls for the Professional Engineering Services and the Preparation of Contract Documents for the pavement rehabilitation or reconstruction of approximately 2-mile roadway section along SW 38<sup>th</sup> ST from SW Bishop Rd to W Gore Blvd, Project No. 2021-02. This agreement includes collecting topographic, utility, boundary, and traffic counts, geotechnical investigations and pavement recommendation, evaluating drainage areas and performing hydraulic analyses, preparation of legal descriptions for right-of-way, as needed, and preparation of construction plans and specifications in accordance with ODOT & City of Lawton requirements. This agreement also includes the project management services to assist the city with project inspection, preparation and evaluation of change orders, and reviewing and approving the payment applications during the construction. The total cost for this contract is \$406,770. The estimated time required for this contract is specified as 180 calendar days.

**EXHIBIT:** Design Contract with EST - NW 38<sup>th</sup> ST

**KEY ISSUES:** None

**FUNDING SOURCE:** 2016 CIP

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Agreement between City of Lawton and EST, Inc., for the Professional Engineering Services and the Preparation of Contract Documents for the 'Street Reconstruction Project: SW 38<sup>th</sup> ST from SW Bishop Rd to W Gore Blvd, Project No. 2021-02' in the amount of \$406,770.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD  
FORM OF AGREEMENT  
BETWEEN CITY OF LAWTON  
AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**



Issued By  
CITY ENGINEERING DIVISION  
In conjunction with the  
CITY'S LEGAL SERVICES DEPARTMENT

CITY HALL, 212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma

**AGREEMENT  
BETWEEN  
CITY OF LAWTON AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

**FOR**

**City of Lawton Project Number: 2021-02  
SW 38<sup>th</sup> ST. from SW Bishop Road to W. Gore Boulevard  
Street Reconstruction Project**

**CITY OF LAWTON  
COMANCHE COUNTY, OKLAHOMA**

DATE: September 14, 2021

PREPARED BY:  
**City of Lawton  
Engineering Division**

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**AGREEMENT  
BETWEEN  
CITY OF LAWTON AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-One by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called OWNER), and EST, Inc. (hereinafter called ENGINEER). OWNER intends to employ a professional ENGINEER to provide professional engineering services and prepare contract documents for the SW 38th ST. from SW Bishop Road to W. Gore Boulevard, hereinafter referred to as the PROJECT.

The OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall serve as OWNER`s professional engineering representative in those phases of the Project to which this Agreement applies and will give consideration and advice to OWNER during the performance of their services.

1. SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil and surveying activities.
- 1.1.2. Laws, Licenses and Permits. The ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker`s Compensation Law. The ENGINEER shall comply with the Oklahoma Worker`s Compensation Law and file a copy of his Worker`s Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission`s Order of Authorization with the OWNER.

- 1.1.4. ENGINEER's Liability. The ENGINEER shall assume responsibility for and save the OWNER harmless from claims for injury to, or death of persons, or damage to property arising from the ENGINEER's negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this warranty, the OWNER shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. Services Furnished, Performed and Submitted. The ENGINEER shall furnish all engineering services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner acceptable to the OWNER, and the ENGINEER shall sign the plans submitted to the OWNER and affix his Oklahoma seal thereto as proof that he is a Registered Professional Engineer in the State of Oklahoma.
- 1.1.7. Coordination of Work. The ENGINEER will coordinate his engineering work with other Engineers, if any, performing the immediately adjoining engineering work, and shall furnish and share survey and plan data in such a manner as will facilitate and expedite the completion of contracts in adjacent engineering work.
- 1.1.8. Maintaining All Records. The ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the OWNER. Copies thereof shall be furnished if requested and the OWNER shall pay a reasonable cost of reproduction.
- 1.1.9. Responsibility for Accuracy. The ENGINEER will be held responsible for accuracy of engineering details and quantities of work to be performed. Plans received for review by the OWNER shall be accompanied by a written statement that a prior detailed check has been made. Frequent

occurrence of irregularities in engineering details or quantities will be basis for withholding future engineering contracts from said ENGINEER, or terminate this agreement upon failure to remedy the problem within a reasonable period of time. The ENGINEER shall furnish design data with computations for all improvements involved in this contract. The ENGINEER will be held responsible for any mistakes or omissions in the work of the ENGINEER, which appear during the final review by the OWNER or during construction, and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

- 1.1.10. Major Revisions. For any major revisions ordered in writing by the OWNER in the PROJECT after the final survey has been completed, a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work in design ordered in writing by the OWNER after performance of a substantial amount of work on the plans, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and the ENGINEER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.
- 1.1.11. Right to Terminate. The OWNER reserves the right to terminate the contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or contract terminated for any other reasons, the ENGINEER shall be paid the reasonable value by the OWNER for the data delivered or ready for delivery upon receipt thereof based upon availability of funds for this work, and such determination by the OWNER shall be conclusive and binding. Prior to the award of the contract to the ENGINEER, the OWNER shall confirm to the ENGINEER and provide satisfactory proof that funds for the amount of the contract have been authorized, allocated, and reserved for payment of the ENGINEER's fee.
- 1.1.12. Right to Delete. The OWNER reserves the right to delete any portion of the contract at any time, and if such is done the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted the ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

- 1.1.13. Non-Discrimination. The ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.
- 1.1.14. Assignments and Subleases. ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the OWNER. The ENGINEER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by OWNER, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. OWNER may prescribe any conditions to such an assignment or transfer.
- 1.1.15. Waiver. No waiver of default by OWNER or ENGINEER of any terms, covenants or conditions herein to be performed, kept or observed by ENGINEER or OWNER shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.
- If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.
- 1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. Key Personnel. The ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the OWNER shall have the right to specify those project key personnel for whom the ENGINEER shall not be allowed to substitute other personnel without prior written permission of the OWNER.
- 1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.

1.1.20. Insurance. The ENGINEER shall procure and maintain during the life of this agreement insurance of the types of minimum amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate

Comprehensive Automobile:

Liability, Bodily Injury	\$ <u>125,000</u> each occurrence
Property Damage	\$ <u>100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate

<u>Professional Liability:</u>	\$ <u>500,000</u> per claim
<u>(Errors and Omissions):</u>	<u>\$1,000,000</u> aggregate

Certificate evidencing such insurance shall be furnished to the OWNER and shall contain the following statement: "The insurance evidenced by this certificate will not be canceled or altered except after ten (10) calendar days from receipt by the OWNER of written notice thereof." Should the insurance outlined above be canceled for any reason, and the Engineer fails to procure additional insurance, the OWNER shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due the ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the OWNER.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, "controlled Substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug

statute” means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract.

“Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. The contractor, if other than an individual, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about –
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The contractor’s policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition

of continued employment of this contract, the employee will

-

- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.
- 1.1.21.3. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- 1.1.21.4. In addition to other remedies available to the Owner, the Contractor's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

## 1.2. Preliminary Design Phase.

After written authorization to proceed, the ENGINEER shall proceed with the Preliminary Design Phase:

- 1.2.1. The ENGINEER shall proceed with all field surveys and location of all public and private utilities as necessary to develop plans and specifications.
- 1.2.2. In consultation with the OWNER and on the basis of the detailed scope of services (Exhibit "B"), prepare preliminary design documents consisting of final design criteria, traffic data collections, preliminary drawings and outline specifications.
- 1.2.3. Based on the information contained in the preliminary design documents, submit an opinion of probable cost for the project including construction cost, contingencies, compensation for all professionals and consultants, costs of land, right-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.4. Furnish three (3) copies of the above preliminary design documents and present and review them in person with the OWNER.

## 1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1. On the basis of the accepted preliminary design documents, prepare for incorporation in the Contract Documents, final drawings, to show the character and scope of the work to be performed by contractors on the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3. Advise OWNER of any adjustments to his latest opinion of probable Project Cost caused by changes in design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

- 1.3.4. Prepare bid forms, notice to bidders, instruction to bidders, general conditions and supplementary conditions and assist in the preparation of other related documents.
- 1.3.5. Furnish three (3) copies of the above documents and present and review them in person with OWNER.
- 1.3.6. Furnish five (5) copies of the approved final design documents to the OWNER.
- 1.3.7. Assist OWNER in acquisition of the required local, State and Federal government permits (Health Department, ODOT, etc.) and private permits (railroad, utility, etc.). ENGINEER shall at no additional cost to OWNER provide sets of construction plans and specifications as may be necessary for application of such permits.

#### 1.4. Bidding Phase.

After written authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1. Assist OWNER in obtaining bids for the construction contract. The ENGINEER shall supply interested Contractors with the contract documents for a fee to be retained by the ENGINEER to cover the costs for reproduction, etc.; the amount of the fee to be agreed upon by the ENGINEER and the OWNER. The ENGINEER shall record the name, address and telephone number of each Contractor obtaining the contract documents.
- 1.4.2. Attend the Pre-Bid Conference to assist the OWNER in answering any questions pertaining to the project which the Contractors may have.
- 1.4.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s), when substitution is permitted by the Contract Documents.
- 1.4.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.4.5. The ENGINEER shall be responsible for offering providing a written recommendation to Owner regarding award and/or rejection of contract(s) and provide construction plans and specifications to prospective bidders.

#### 1.5. Construction Phase.

During the Construction Phase, the ENGINEER shall:

- 1.5.1. Consult with and advise OWNER and act as his representative. All of OWNER's instructions to Contractor(s) will be issued through the City Engineer.
- 1.5.2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Document; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the Contract Documents; but he shall not be responsible for the failure of Contractor(s) to perform construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations, he shall provide OWNER written reports on the progress, performance and quality of the work, shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may recommend to OWNER the disapproval or rejection of work as failing to conform to the Contract Documents.
- 1.5.3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4. Review and approve pay applications. Create and maintain a tracking document of the current project quantities, as provided by the OWNER. ENGINEER shall make recommendations for payment and/or provide any notes to the OWNER for each pay application.
- 1.5.5. Conduct, when notified by OWNER, a final inspection of the project and provide the OWNER a written report indicating the ENGINEER's opinion as to the conformance of the completed work to the Contract Documents, quality of the work performed, performance of the Contractor(s) and a list of any deficient items.
- 1.5.6. Perform such additional services as may be set forth under this phase of the work as shown in Exhibit "B".

## 2. SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 2.1. Provide full information as to his requirements for the project.
- 2.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.
- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of the ENGINEER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to the ENGINEER submitted project documents for OWNER's review on which the ENGINEER has not substantially addressed previously noted provisions and comments. The ENGINEER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
- 2.6. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 2.7. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.8. In consultation with the ENGINEER, issue all instructions to Contractor(s); require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. Have the City Engineer, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
- 2.10. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the

Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that OWNER may approve, in writing, final payment to each Contractor.

### 3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The scope of services shall be completed within 180 calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
  - 3.2.1. The services called for in the Preliminary Design Phase, shall be completed and ENGINEER shall submit preliminary design documents and opinion of probable Project Cost within 90 calendar days following the authorization to proceed.
  - 3.2.2. After acceptance by OWNER of the preliminary design documents and opinion of probable Project Cost, indicating any specific modifications or changes desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver Contract Documents and a revised opinion of Project Cost for all authorized work on the Project within 60 calendar days after the authorization to proceed with the phase of services.
  - 3.2.3. ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the date when the submissions for that phase have been accepted and approved by the OWNER.
  - 3.2.4. After acceptance of OWNER of the Contract Documents and ENGINEER's most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon award of the contract.
  - 3.2.5. The Construction Phase will commence with the execution of the contract to be executed for the work of the project or any part thereof, and will

terminate upon written approval by City Engineer of final payment of the contract.

3.2.6. In the event that the work of the Project is to be performed under more than one contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design and Bidding Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.

3.3. If OWNER has requested significant modifications or changes in the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.

3.4. If ENGINEER is delayed at any time in the progress of any phase of the project by any act or neglect of the OWNER, or by any separate contractor employed by the OWNER, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the ENGINEER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.

3.5. Waiver in Case of Delay. In the event of delay in proceeding with the work hereunder or any portion thereof, whether such delay be caused by the OWNER or any other agency, the ENGINEER hereby agrees that he will not exert any claim against the OWNER by reason of such delay, and all such claims are hereby waived.

#### 4. SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services of Engineer.

4.1.1. For services described herewith, exclusive of fees for services as witnesses, the ENGINEER will be paid the fee(s) as outlined in Exhibit "F".

4.2. Times of Payment.

4.2.1. ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER's estimate of the proportion of the total services actually completed at the time of billing and agreed upon by the City Engineer. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

4.2.2. OWNER shall, upon conclusion of the Study and Report, Preliminary Design, Final Design and Bidding Phases and Construction Phase services,

pay according to the Phases and set forth in Exhibit "F" Basis of Compensation.

Additional cost to the OWNER caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of the ENGINEER's fee unless the ENGINEER is instructed by the OWNER to prepare the additional Contract documents to address the error or omission.

4.2.3. ENGINEER shall submit to OWNER, prior to commencement of the Bidding, a digital version of the plans and a specifications via email, ftp or other suitable means as they were at the time final plans were approved, or supply to the OWNER all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the ENGINEER shall also submit to OWNER one (1) set of 1/2 size record drawings and a digital version of the plans and a specifications via email, ftp or other suitable means representing the "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The OWNER shall supply to the ENGINEER all changes that occurred during construction, in sufficient detail to allow the ENGINEER to prepare the "Record" drawings, unless the ENGINEER is responsible for construction management.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of ENGINEER:

EST, Inc.  
\_\_\_\_\_  
Name of Company  
By *Michael Kelly*  
\_\_\_\_\_  
Title President

ATTEST:

*Kathy Kay Hurst*  
\_\_\_\_\_  
Title Project Manager

(AFFIX SEAL)



COUNTY OKLAHOMA }  
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 24 day of August, 2021, personally appeared Michael Vahabzadegan, an authorized member of EST, Inc. to me known to be the identical person who executed the within and foregoing instrument on behalf of said corporation and acknowledged to me that he (he/she) executed the same as his (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

*Kathy Kay Hurst*

Notary Public



My Commission Expires 1/25/22

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ATTORNEY

I \_\_\_\_\_, Encumbering Officer of the City of Lawton, Oklahoma, do  
hereby certify that I have entered the amount for this encumbrance against appropriate Account  
No \_\_\_\_\_ for \$ \_\_\_\_\_, and after charging account title  
\_\_\_\_\_ with this encumbrance, there is an unencumbered  
balance in said account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_  
ENCUMBERING OFFICER

**EXHIBIT "A"**

**AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

During the performance of this contract, the ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. The ENGINEER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

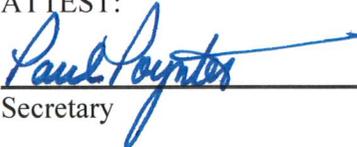
In the event of the ENGINEER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the OWNER Council. The ENGINEER may be declared by the OWNER in-eligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.

The ENGINEER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.

By:  \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Secretary

## EXHIBIT "B"

### SW 38th ST. from SW Bishop Road to W Gore Boulevard

#### SCOPE OF SERVICES

The Consulting Engineer shall prepare construction documents for the street reconstruction project. All engineering activities are to be closely coordinated with appropriate personnel to assure that the design concept and the construction documents are prepared in accordance with the requirements of the City of Lawton. Coordination activities will include those required to determine that private utility relocation plans are prepared by each effected utility company. The City shall issue written notice to the ENGINEER prior to any work beyond this scope of services.

The engineering services shall include, but are not limited to the following:

#### PROJECT LOCATION

This project is anticipated to include and will not exceed the following locations:

**Approximately 2.0 centerline miles of publicly owned and maintained street within the city limits of the City of Lawton Oklahoma. The project begins on SW 38<sup>th</sup> Street at the intersection with SW Bishop Road and extends approximately 2.0 miles North to the intersection with W Gore Boulevard.**

#### I. FIELD SERVICES

Survey will be conducted along SW 38<sup>th</sup> Street beginning at the intersection with SW Bishop Road and extending 2.0-miles North to W Gore Boulevard to gather relevant topographic, utility, and boundary information. The scope of surveying services is as follows:

- A. Primary control (2) tied to city of Lawton control network
- B. Benchmarks (11) every 1,000 feet for corridor of project
- C. Level loop
- D. Utilities
- E. Topo DTM
- F. Topo Planimetric
- G. Boundary Information necessary to establish existing right of way
- H. Research record plats and all other data for establishing survey control points.
- I. Set horizontal and vertical control points based upon City of Lawton data and other existing information.
- J. Identify and locate topographic features including all buildings/structures within 50 feet of existing or proposed right-of-ways.
- K. Cross sections at locations as required by the ENGINEER.
- L. Survey of drainage channel/bridge locations as required.

#### M. Data Collection

1. Daily traffic counts (Provided by Consultant)
2. Accident data (Collected from available sources by the Consultant)
  - a. Accident evaluation
3. Recommendations
  - a. Roadway section
  - b. Traffic signal needs
  - c. Auxiliary lane needs
  - d. Storage

## II.. GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN

We will complete a pavement condition survey utilizing pavement evaluation through visual and geotechnical evaluations. The scope of the geotechnical services is as follows:

- A. Advance up to ten (10) shallow borings to a minimum of 3 feet below the existing pavement structure within the proposed roadway rehabilitation/ reconstruction extents. Soil samples will be obtained directly from auger cuttings. Additionally, a minimum of one to three (1-3) bulk composite samples of the dominant materials will be obtained for subgrade strength testing per mile.
- B. At each boring location, we will core the existing pavement and measure the thickness of the existing base layers, if applicable.
- C. Expected laboratory tests will include Atterberg limits, soluble sulfates and sieve analysis. Moisture-density and resilient modulus (MR) tests will be performed on the bulk composite sample.
- D. Groundwater levels, if encountered, will be measured during, and immediately after completion of drilling operations.
- E. The borings will be patched and plugged, in accordance with the Oklahoma Water Resources Board (OWRB) regulations.
- F. Traffic control will be required to complete the fieldwork. Traffic control will be performed in accordance with MUTCD guidelines.
- G. Borings will be located in the field by an EST Engineer.
- H. The field investigation will take approximately 2 working days.
- I. Laboratory tests will take approximately 14 to 20 working days.
- J. Pavement rehabilitation and/or reconstruction design recommendations for the project roadway will be provided in our final report.

### III. MEETINGS

1. After completing the pavement condition assessment we will conduct a meeting with the City Engineer and his staff to discuss our findings and proposed improvements for the full project area. At this time, a full depth reconstruction within the limits of the existing curb with the addition of sidewalk on one side is anticipated for the north mile and reconstruction with a new curb and gutter section and sidewalk on one side is anticipated for the south mile. The existing bridge is anticipated to be an exception to the project. If required, improvements to the existing bridge and/or bridge widening will be determined as a supplemental. The existing signal is anticipated to remain in place. The existing signal is anticipated to require modifications to the existing pedestrian crossing. This is anticipated to include the plans and wiring modifications for new pedestrian push buttons. If additional modifications to the signal are required, a supplemental will be negotiated for these services.
2. Attend City meetings for discussions, coordination, presentations, etc.

### IV. PRELIMINARY PHASE DESIGN

- A. Preparation of preliminary construction plans
  1. Plan preparation
  2. Plan-in Hand meeting
- B. Typical Section
  1. Pavement type & thickness design
  2. Sub-grade type & thickness design
  3. Section widths & other pertinent dimensions
- C. Impact on existing utilities and proposed relocations
  1. Private utilities (gas, electric, telephone, television)
  2. Public water & sewer facilities
- D. Preliminary drainage design
  1. Drainage areas
  2. Hydrologic & hydraulic analyses
  3. Inlet, pipe & channel size requirements per ODOT requirements
- E. Preliminary right-of-way requirements
- F. Preliminary construction schedule
- G. Preliminary estimate of cost

### V. RIGHT-OF-WAY AND UTILITY PHASE

Upon approval of the Preliminary Plans, EST will develop Right-of-Way Plans (60%). This submittal shall include a set of plans showing the proposed right-of-way, legal descriptions

for each required parcel, and an updated Preliminary Construction Estimate. At this time, new right of way purchases are anticipated and utility relocations may be necessary.

## VI. FINAL DESIGN PHASE

- A. Construction plans for the street and utility relocation projects shall be prepared in accordance with City of Lawton requirements
  - 1. Title Sheet
  - 2. Typical Sections
  - 3. Summary Sheets
  - 4. Pay Quantities & General Notes
  - 5. Plan & Profile Sheets
  - 6. Pavement Marking & Sign Details
  - 7. Drainage Map & Layout Plans
  - 8. Joint Details, if applicable
  - 9. Drainage Structure Details, as required
  - 10. Bridge Construction Details (Supplemental), if required
  - 11. Erosion Control Plan
  - 12. Construction Traffic Control Plans
  - 13. Traffic Signal Plans/Details (Supplemental), if required
  - 14. Railroad Crossing Details
  - 15. Cross Sections
  
- B. Specifications in accordance with ODOT & City Lawton requirements
  - 1. Preparation of City of Lawton Contract Documents/General Conditions, and Technical Specifications for relocation of City owned utilities, by supplemental.
  
- C. Map revision for FEMA floodway (if determined necessary)
  - 1. Preparation of all information required for CLOMR/LOMAR. This will be completed as a supplemental if services are required.
  
- D. Right-of-Way
  - 1. Title information and Certificate of Search conforming to ODOT requirements
  - 2. Preparation of a separate set of right-of-way plans
  - 3. Legal descriptions
  - 4. Preparation of acquisition documents
  - 5. Parcel plot plans & misery report (if required)
  - 6. Staking of easement and right-of-way as necessary for appraisal and acquisition
  - 7. Set iron pins on all proposed and existing project right-of-way.
  
- E. Permits
  - 1. Prepare & process any permits for the City's signature which may be required by any pertinent agency.

## VII. UTILITY LOCATION AND RELOCATION

The ENGINEER shall provide his services to coordinate the relocation of privately and publicly owned utilities. He shall be responsible for determining those utilities requiring relocation and for furnishing such information regarding the proposed construction to enable those utility companies to adequately determine the extent of their required relocation effort. The ENGINEER shall also confer with the utility companies to ensure that their proposed relocation will, in fact, not interfere with the proposed construction. The location and depth of all existing City owned utilities within the proposed construction area shall be surveyed by the ENGINEER and that information indicated on the drawings.

The ENGINEER shall provide drawings and specifications for the relocation of all City owned utilities which are determined necessary for the project, by supplemental. The ENGINEER shall not be required to furnish drawings or specifications for the actual utility relocation for facilities owned by companies other than the OWNER.

## VIII. PROJECT MANAGEMENT (CITY OWNED UTILITY RELOCATION (BY SUPPLEMENTAL, IF REQUIRED))

- A. Attendance at all pertinent meetings such as, but not limited to Plan-in-Hand, Pre-Bid Conference, Pre-Work Conference and Final Inspection.
- B. Issue a Plan-in-Hand report.
- C. Assist in evaluation of bids and approval of all construction submittals
- D. Periodic project inspection
- E. Assist in evaluation and recommendation for all Change Order requests by the contractor

## IX. PROJECT MANAGEMENT

- A. Attendance at all pertinent meetings such as, but not limited to Pre-Bid Conference and the Pre-Work Conference
- B. Coordination as required by the City of Lawton
- C. Periodic site visits
- D. Review and Approve payment applications
- E. Maintain a current record of quantities, as provided by the OWNER.
- F. Prepare and submit change orders as required

**EXHIBIT “C”**

**OUTLINE OF GENERAL DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR CONSTRUCTION**

Current ODOT specifications shall be utilized, where applicable for design standards and specifications.

	<u>CONTENTS</u>	<u>PAGE</u>
I.	Contract Documents . . . . .	
A.	Solicitation for Bids . . . . .	
B.	Information for Bidders . . . . .	
C.	Bidding Documents . . . . .	
1.	Contractor’s Checklist of Required Items . . .	
2.	Bid Proposal . . . . .	
3.	Bid Bond . . . . .	
4.	Anti-Collusion Affidavit . . . . .	
5.	Business Relationship Affidavit . . . . .	
6.	Experience and Capability Questionnaire . . . .	
D.	Contract . . . . .	
E.	Performance Bond . . . . .	
F.	Statutory Bond . . . . .	
G.	Maintenance Bond . . . . .	
H.	General Conditions . . . . .	
I.	Supplemental General Conditions . . . . .	
J.	Wage Rates (if applicable). . . . .	
K.	Work Order . . . . .	
L.	Payment Certificate . . . . .	
M.	Contractor’s Release to City . . . . .	
II.	Technical Specifications . . . . .	
III.	Special Provisions . . . . .	
IV.	Appendix . . . . .	

## EXHIBIT “E”

### SURVEYING AND DRAFTING SPECIFICATIONS

#### I. Specifications for Survey

Some of the listed items may not be applicable to all projects.

1. The ENGINEER shall perform engineering surveys and land surveying required in accordance with standard surveying practices.
2. All field surveys, maps, and note books shall be complete in every respect and the information shall be set forth on the maps and in the notebooks or data files in a professional and engineering-like manner.
3. All principal control points shall be referenced to permanent or semi-permanent points. A minimum of three reference points shall be set on each point. Reference points shall be set and described so as to make them recoverable as easily as possible.
4. All reference points shall be of a permanent nature, such as 5/8” iron pin. “X” on concrete walk, approved monuments, or any accessible permanent or semi-permanent object with a precise measurement point. Angles shall be recorded to all reference points from the survey tangents. All points and reference points set in cultivated fields shall be buried approximately one foot. All reference points shall be set on or outside the right-of-way line so that they will not be disturbed or destroyed by construction, if possible. The maximum distance between referenced points shall be 750’, where practical.
5. All section lines, quarter section lines, street right-of-way lines and centerlines of streets shall have points set on them and referenced as needed for construction.
6. The notes shall show what is set or found in place for section and quarter section corners.
7. All curves shall be computed on the arc definition based as follows: Angle of Intersection: - D-degree of Curve: T-Curve Tangent: L-Curve Length: R-Curve Radius: Ex-Curve External. Symbols and formulae for transition curves shall be taken from “Transition Curves for Highways” as published by the Bureau of Public Roads. All computed curve functions shall be computed to nearest 0.01.
8. If the centerline of survey is not on the centerline of the street, accurate ties shall be made.
9. Horizontal control of the ground survey work shall be 3<sup>rd</sup> order or better as defined by the United States Coast and Geodetic Survey. Survey centerline stationing shall run from south to north and west to east, where practical.
10. Benchmarks shall be points of permanent or semi-permanent nature on or outside the proposed right-of-way, where possible. Benchmarks in utility poles are considered temporary. Where iron pins are used for benchmarks, the iron pins shall not be less than 3/4” in diameter by 30” long. Nails smaller than 60d nails shall not be used for benchmarks and where practical 80d nails or railroad spikes shall be used for benchmarks in trees.

11. Benchmarks shall be set one block apart where practical. Levels shall be tied to U.S.C. & G. S. MSL Data.
12. Cross sections shall be taken to approximately right-of-way lines right and left of the centerline of survey at 100' stations and at major breaks in grade.
13. The ENGINEER will determine the effects of any proposed improvements on the storm drainage capacity of the project street, adjacent streets and property by determining the existing top of curb, gutter and centerline profiles. Minimum longitudinal distance between recorded elevations shall be 50'. This increment shall be reduced to 10' around curb returns and along intersecting streets and when warranted by grades of less than 0.50%. Elevations shown should be corrected to MSL (Mean Sea Level).
14. All public and privately owned utilities, such as pipe lines, gas lines, water mains and service lines, underground cable, power lines and telephone lines shall be recorded in the notebooks or data files with the location, size, kind and ownership with name and address of owner for each utility encountered. Elevation shall be shown on top of all underground utilities. All underground utilities shall be uncovered in strategic locations to determine the exact alignment and elevation of each utility.
15. In urban or platted areas, all topography shall be obtained that might effect the preparation of plans.
16. Equations and ties are to be shown with and to the existing project or survey (if any) at the beginning and end of the survey. Show ties to the existing project or survey and show station equation, bearing equation, and level equation. Levels are to be tied to not less than two benchmarks if available.
17. No wording in this Agreement is to be construed to prevent the use of aerial photogrammetric procedures for data collection and interpretation. The use of such methods does not relieve the ENGINEER from the responsibility of compliance with any and all other provisions and specifications of this Agreement. If aerial photogrammetric procedures are used, the accuracy of the data gathered and utilized shall be of as high an order as data collected by conventional surveying and engineering procedures. In the event the City Engineer, in his sole judgment and opinion, determines that the photogrammetric data submitted is insufficient or does not meet engineering standards for accuracy, the ENGINEER will be required to supply or supplement such data by conventional engineering and surveying methods, at no additional expense to the City.

## II. Contract Specifications and Drawings

1. The ENGINEER shall compile the specifications in accordance with the format indicated on Exhibit "C", with the exception of the detailed bid proposal; the OWNER will furnish one set of Contract Documents and General Provisions as listed in Exhibit "C" for the ENGINEER's use. Standard ODOT Specification may be used at the discretion of the ENGINEER, the "Method of Measurement" and "Basis of Payment" shall be adjusted in accordance with the City Engineer's

directions to provide pay quantities more compatible with the OWNER's methods of measurement and payment.

2. The ENGINEER shall be responsible for reproducing the approved final plans and specifications and offering them to prospective bidders during the Bidding Phase at a reasonable deposit as approved by the City Engineer and refundable to unsuccessful bidders. The ENGINEER shall keep the OWNER advised as to the current Plan Holders.
3. The ENGINEER shall be responsible for sending, at no additional cost to the OWNER, a digital set of the required plans and specifications to F.W. Dodge, Bid News, AGC Plan Room, Southwest Construction News and others for proper advertisement of the proposed construction.
4. The ENGINEER shall further provide an additional number of sets of construction plans and specifications not to exceed five (5) to the successful construction contractor at no additional cost to the OWNER or contractor.

### III. Plan Preparation

The ENGINEER shall prepare the plans in accordance with standard engineering practices and photogrammetric methods.

1. Plans shall be prepared in AutoCad format or as approved by the OWNER.
2. Final plans and record drawings shall be prepared on the following media or as approved by the OWNER.
  - a. AutoCAD and PDF submitted via email, ftp or other suitable means.
3. Scales - The Plan sheet shall be drawn to a scale which will allow for neat drafting and note placement. Plan and profile sheets shall be drawn no smaller than 1" = 20 ft. horizontal and 1" = 2 ft. vertical.
4. Lettering - Only mechanical lettering shall be used. A minimum guide size of 120 shall be used.
5. Linework - All linework shall be of sufficient density to be reproducible by current reproductive processes. Any linework which does not reproduce may be cause for rejection of the plans by the OWNER.
6. The construction plans shall include information and topography for drainage, drainage structures, utility lines, curve data, north arrow, fences, buildings, paving, roads, streets, property and right-of-way lines, driveways, intersections, ramps, bridges, grade lines, profiles, earthwork quantities, limits of curb and fill

slopes, detailed and summarized quantities of all material, traffic control and data, and other necessary pertinent information.

7. The scale of construction details for specific potential problem areas, such as street intersections, retaining walls, drainage structures, etc., shall be reviewed jointly by the ENGINEER and the OWNER after completion of Design Development and before proceeding with Construction documents; the precise scale of said problem area plan sheet details shall be set at the discretion of the OWNER.

#### IV. Check Lists

The following general check lists have been included here as an aid to the Consultant in the preparation of the drawings and include items which may not necessarily apply to the project.

##### Roadway

###### Title Sheet:

1. Index of sheets, scales used, level datum and bearing notes, Spec. Provisions (S.A. or F.A.)
2. Project No., Control Section No., Highway No., County
3. Layout Map (B.O.P., E.O.P., Exceptions, Equations, Bridges, Incidental construction P & P Sheet No., Blocks, Blank in Road on Front)
4. Project Lengths (Roadway, Bridge and Project Lengths, Equations and Exceptions)
5. Railroad Information, Construction Identification Signs, Design Traffic Data
6. Show Urban and City Limits or Urban Project 5,000' or over.
7. Split Sheets Grad and Surf., Part 1 & 2 over 8 miles.
8. See that all sheets have Project No., Sheet and Total Sheets.
9. Check current standards.

##### Typical Sections

1. See that all necessary dimensions are given for grad. and surf.
2. Check extent of different section against soils report and P & P Sheet.
3. Check grade breaks on profile between extents of different sections.  
See that soil which requires sub-base is not being hauled onto an extent of a typical section which has no sub-base.
4. Check general set-up: See that all necessary typical sections are shown and that they fit together properly (ditch line up, etc.).
5. See that all necessary notes and details are shown (dike at top of cut, top soil note, layer details, thickness dimensions note).

### Plan and Profile

1. Check plan-in-hand to see that all recommended changes have been made.
2. Check bearings, curve data, north arrow, benchmarks, Sec. No.'s.
3. Structures (length, FL. Open channels)
4. Structures in place (remove, leave, leave and extend)
5. Grades (tie at B.O.P. and E.O.P., bridges, vertical curves)
6. Place Federal Regulations stamp on all 4-lane construction (initial or ultimate) with median (title, P & P and Functional Sheets).
7. Check other details (detour rods, paved ditches, sodding, delineators, guard rail).
8. Show B.O.P. and E.O.P., exception, incidental construction equations.

### Right-of-Way Check

1. Right-of-way: Channel and temporary right-of-way, dimensions angles, pulses, markers, spiral right-of-way, control of access, right-of-way fence gates, type of connections at structures, size of structures, public frontage and local rod notations of affected City utilities, dimensions from one P & P Sheet to the next, dimensions on all cross reference sheets

### Summary Sheet

1. Take quantities from sheet estimates to summary and total (Grad. & Surf.).
2. Take structures notes to summary, check structure quantities and total.

### Summary of Pay Quantities

1. Check pay items against standard specifications to see if all item numbers are correct, pay item is worded properly, and amount is correct.
2. See that all necessary pay quantity notes are correct.
3. Take quantities forward from Summary Sheet.
4. Check other quantities not shown on Summary Sheet.
5. See that all required construction notes are shown.
6. Line up decimal point, check utilities.
7. Pipe underdrain quantities

### Cross Sections

1. Show B.O.P. and E.O.P. Stations: Show beginning and end of bridges.
2. Check right-of-way (sufficient right-of-way for fill slopes and back slopes, structures, channel surface ditches, etc.). Get adequate right-of-way beyond toe of fill slopes or top of cut to accommodate utility relocations. Temporary and Channel right-of-way shall be shown, if applicable.
3. Check embankment to see that quantities do not have % added.
4. Stamp all sheets with end area, volumes and scale.
5. Show super elevation information.

6. Make templates, grades, and areas and volumes dark enough to print.
7. Show drainage structures on templates where necessary

**EXHIBIT "F"**

**FEE REQUEST**

For providing the services described in the scope of services.

PRELIMINARY DESIGN PHASE	\$ <u>135,723</u> LSUM
FINAL DESIGN PHASE	\$ <u>96,400</u> LSUM
BIDDING PHASE	\$ <u>10,629</u> LSUM
PROJECT MANAGEMENT / CONSTRUCTION SERVICES	\$ <u>79,813</u> LSUM
SURVEY	\$ <u>46,705</u> LSUM
GEOTECHNICAL INVESTIGATIONS/PAVEMENT DESIGN (UNIT COST)	\$ <u>10,000</u> NOT TO EXCEED
TRAFFIC COUNTS	\$ <u>10,000</u> LSUM
RIGHT-OF-WAY STAKING (\$500/parcel)	\$ <u>17,500</u> NOT TO EXCEED
TOTAL FEE	\$ <u>406,770</u> (in figures)

Four hundred six thousand, seven hundred seventy dollars and no cents (in words)



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-478

**Agenda Date:** 9/14/2021

**Agenda No:** 12.

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**ITEM TITLE:**

Consider rejecting all bids received for CL19-034 (2021) Sulfuric Acid and authorize staff to re-advertise once market conditions stabilize due to bid exceeding available funding for current fiscal year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The City of Lawton solicited bids for CL19-034 (2021) Sulfuric Acid on BidSync. One responsive bid was received and opened August 24, 2021. After reviewing the bid, it is the department recommendation that all bids be rejected due to lack of funding as the only responsive bid would result in a 190% increase over current contract pricing and budgeted funding. It is recommended to authorize staff to rebid the contract once market conditions stabilize. The spot bidding process will be used to make purchases as outlined in the Purchasing Policy until a new contract may be awarded.

**EXHIBIT:** Department Recommendation, Abstract of Bids, Price Sheets

**KEY ISSUES:** Does the City of Lawton wish to reject all bids received for CL19-034 (2021) Sulfuric Acid and authorize staff to rebid once market conditions stabilize due to bid exceeding available funding?

**FUNDING SOURCE:** Medicine Park and Southeast Water Treatment Plants Chemical Accounts (7006509-51015 and 7006510-51015) in the estimated amount of \$205,000 annually.

**STAFF RECOMMENDED COUNCIL ACTION:** Reject all bids received for CL19-034 (2021) Sulfuric Acid and authorize staff to re-advertise once market conditions stabilize due to bid exceeding available funding for current fiscal year





**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4      FAX (580) 581-3438

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## MEMORANDUM

To:            Rusty Whisenhunt, Director of Public Utilities  
Thru:         David Hastings, MP Water Treatment Plant Superintendent  
From:         Maegan Dowlen, Contract Administrator  
Thru:         Julie Magness, Accounting and Budget Supervisor  
Subject:      CL19-034 – Sulfuric Acid

Please find the enclosed bid for CL19-034 – Sulfuric Acid following the bid opening on Tuesday, August 24<sup>th</sup>, 2021.

Please review the bids and send us your vendor recommendation for this contract.

If you have any questions please contact Marcie Segó at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) and Maegan Dowlen at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Thank you,

Maegan

**City of Lawton  
INVITATION TO BID AND CONTRACT**

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Marcie Sego, Buyer <a href="mailto:marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a> Maegan Dowlen, Contract Administrator <a href="mailto:maegan.dowlen@lawtonok.gov">maegan.dowlen@lawtonok.gov</a>	
Date Bid Typed: August 03, 2021	Dates Bid Advertised: August 04, 2021	No Bids Received After: August 24, 2021 2:00 P.M.	
Contract Number and Title: CL19-034 SULFURIC ACID		Requirements-type Contract: YESX	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Hawkins Inc. Curtis Fleming		Reason for No Bid:	
Mailing Address: 5454 So. 108th E Ave.		Terms: Net 30 Days	
City: Tulsa	State: OK	Zip: 74146	Delivery: Destination
Area Code and Phone Number: 918.341.4564		FAX Area Code and Phone Number: 918.299.2245	
Federal Employer Identification Number or Social Security Number 41-0771293			

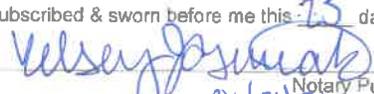
**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

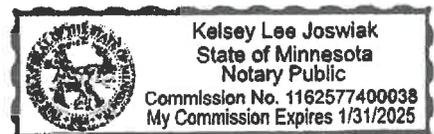
AFFIDAVIT: STATE OF Minnesota COUNTY OF Ramsey,

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Hawkins Inc.  
Address: 2381 Rosegate  
Roseville MN 55113  
(City, State, Zip)  
Phone: 612.331.6910

  
SIGNATURE OF AUTHORIZED AGENT  
Douglas Lange VP Water Treatment Group  
PRINT/TYPE NAME/TITLE  
Subscribed & sworn before me this 23 day of August 20 21  
  
Notary Public  
My Commission expires: 01/31/2025



## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER: M-128**

**SPECIFICATION TITLE: Sulfuric Acid**

**APPROVAL DATE: 11-06-03**

**DELIVERY:** City of Lawton Water Treatment Plant  
Medicine Park, OK 73557

- a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**Quantity:** Delivery must be shipped bulk approximately 3,000 gallons per load

ITEM	DESCRIPTION		COMPLY	
			Y	N
1	Sulfuric Acid (H <sub>2</sub> SO <sub>4</sub> )%	93% - 96%	X	
2	Specific Gravity	1.83 - 1.85	X	

3. Vendor to supply security information 24 hrs prior to delivery, i.e., driver's name, license #, picture, trailer #, hatch seal #'s.
4. Vendor to supply certified weight certificate and product analysis at time of delivery. Payment shall be made only for the weight of product delivered.
5. Vendor to state delivery time. This information will be used as criteria in bid evaluation.
6. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.

7. Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
8. The vendor's agent (truck driver) shall provide samples for the plant operator. Plant operator will provide sample containers.
9. The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Bid Number: CL19-034  
Bid Title: Sulfuric Acid

Vendor Name: Hawkins Inc.  
(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Est. Qty	Unit	Unit Price
1	Sulfuric Acid, 93%	210,000	gal	\$ 2.79

**\*\*\*Bid price must be shown as “price per gallon”. Showing price in units other than “per gallon” may result in vendors bid being deemed as non-responsive\*\*\***

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Please contact David Hastings, Water Treatment Plant Superintendent at (580) 512-7884 or [david.hastings@lawtonok.gov](mailto:david.hastings@lawtonok.gov) with any questions.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Minnesota

COUNTY OF Ramsey

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Hawkins Inc.

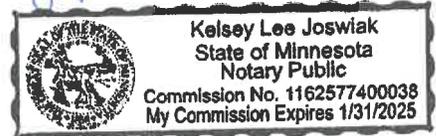
Business Name / Contractor Name

  
Signed  
Print : Douglas Lange

Attested to before me this 23 day of August 2021.

  
Notary Public

My Commission Expires 01/31 2025.



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



Corporate Office  
2381 Rosegate  
Roseville, Minnesota 55113  
Phone: (612) 331-6910  
Fax: (612) 331-5304

# PRODUCT DATA SHEET

## Sulfuric Acid 66° Baume Smelter Grade

PDS – 1245; REVISION 09  
EFFECTIVE DATE: 06 JAN 20

### General Characteristics:

Appearance: Clear, colorless to pale yellow solution  
Odor: Odorless  
Synonyms: Oil of Vitriol  
Chemical Formula: H<sub>2</sub>SO<sub>4</sub>  
Molecular Weight: 98.08  
CAS #: 7664-93-9  
Shelf Life: 730 days  
Storage Recommendation: 55 – 95° F

### Standard Specifications:

COMPONENT	SPECIFICATION
Sulfuric Acid (H <sub>2</sub> SO <sub>4</sub> ), wt. %	93.0 – 95.0
Sulfur Dioxide (as SO <sub>2</sub> ), ppm	≤ 50
Iron (as Fe), ppm	≤ 50
Mercury (as Hg), ppm	≤ 2

### Physical Properties:

COMPONENT	SPECIFICATION
Specific Gravity (60° F)	≥ 1.8354

### Additional Information:

**Bioterrorism Act of 2002:** All appropriate Hawkins, Inc. facilities are registered with the FDA per the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

**NSF Certification:** Certified to NSF ANSI/Std. 60 with a maximum use level of 50 mg/L.

Notice for Product Numbers: 32297, 51364, 54744 ("Product(s)")

Hawkins, Inc. ("Hawkins") presents the information in this Product Data Sheet ("Information") in good faith and believes the Information to be accurate as of the Effective Date. Hawkins warrants only that when Hawkins ships the Product, it will meet published specifications. Other than this warranty, **HAWKINS MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, FOR COMPLETENESS, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER NATURE WITH RESPECT TO THE INFORMATION, OR TO THE PRODUCT TO WHICH THIS INFORMATION REFERS.** Hawkins will not be responsible for damages of any nature whatsoever resulting from the use of, or reliance upon, the Information or the Product to which the Information refers.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, August 23, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=hawkins&ChemicalName=Sulfuric+Acid&>

## NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

### Hawkins, Inc.

2381 Rosegate  
Roseville, MN 55113  
United States  
800-328-5460  
612-331-6910

[Visit this company's website \(http://www.hawkinsinc.com\)](http://www.hawkinsinc.com)

#### Facility : # 2 St. Paul, MN

##### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 30%

##### Product Function

Corrosion & Scale Control  
pH Adjustment

##### Max Use

50mg/L

Sulfuric Acid 40%

Corrosion & Scale Control  
pH Adjustment

50mg/L

Sulfuric Acid 50% V/V PC

Corrosion & Scale Control  
pH Adjustment

93mg/L

Sulfuric Acid 66'

Corrosion & Scale Control  
pH Adjustment

50mg/L

Sulfuric Acid 78%

Corrosion & Scale Control  
pH Adjustment

50mg/L

#### Facility : Apopka, FL

##### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 38%

##### Product Function

pH Adjustment

##### Max Use

121mg/L

Sulfuric Acid 38% - 40%

pH Adjustment

121mg/L

Sulfuric Acid 50%

pH Adjustment

93mg/L

Sulfuric Acid 9%

pH Adjustment

200mg/L

Sulfuric Acid 93%

pH Adjustment

50mg/L

#### Facility : Dupo, IL

##### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 66'

##### Product Function

Corrosion & Scale Control  
pH Adjustment

##### Max Use

50mg/L

#### Facility : University Park, IL

##### Sulfuric Acid

##### Trade Designation

##### Product Function

##### Max Use

Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
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**Facility : Camanche, IA**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Sulfuric Acid 30%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 50% V/V PC	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66'	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	50mg/L

**Facility : Minneapolis, MN**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Sulfuric Acid 30%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 50% V/V PC	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66'	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	50mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Facility : Fayetteville, TN**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Sulfuric Acid 30%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 50% V/V PC	Corrosion & Scale Control pH Adjustment	93mg/L
Sulfuric Acid 66'	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	50mg/L

**Hawkins, Inc.**

3100 East Hennepin Avenue  
Minneapolis, MN 55413  
United States  
612-331-6910

**Facility : # 15 USA**

**Sulfuric Acid**  
**Trade Designation**  
Sulfuric Acid

**Product Function**  
Corrosion & Scale Control

**Max Use**  
50mg/L

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Number of matching Manufacturers is 2  
Number of matching Products is 28  
Processing time was 1 seconds



Corporate Office  
 2381 Rosegate  
 Roseville, Minnesota 55113  
 Phone: (612) 331-6910  
 Fax: (612) 331-5304

# PRODUCT DATA SHEET

## Sulfuric Acid 66° Baume Smelter Grade

PDS – 1245; REVISION 09  
 EFFECTIVE DATE: 06 JAN 20

### General Characteristics:

Appearance: Clear, colorless to pale yellow solution  
 Odor: Odorless  
 Synonyms: Oil of Vitriol  
 Chemical Formula: H<sub>2</sub>SO<sub>4</sub>  
 Molecular Weight: 98.08  
 CAS #: 7664-93-9  
 Shelf Life: 730 days  
 Storage Recommendation: 55 – 95° F

### Standard Specifications:

COMPONENT	SPECIFICATION
Sulfuric Acid (H <sub>2</sub> SO <sub>4</sub> ), wt. %	93.0 – 95.0
Sulfur Dioxide (as SO <sub>2</sub> ), ppm	≤ 50
Iron (as Fe), ppm	≤ 50
Mercury (as Hg), ppm	≤ 2

### Physical Properties:

COMPONENT	SPECIFICATION
Specific Gravity (60° F)	≥ 1.8354

### Additional Information:

**Bioterrorism Act of 2002:** All appropriate Hawkins, Inc. facilities are registered with the FDA per the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

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The Public Health and Safety Organization

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# NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

## Hawkins, Inc.

2381 Rosegate

Roseville, MN 55113

United States

800-328-5460

612-331-6910

Visit this company's website (<http://www.hawkinsinc.com>)

### Facility : # 2 St. Paul, MN

#### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 30%

#### Product Function

Corrosion & Scale Control

pH Adjustment

#### Max Use

50mg/L

Sulfuric Acid 40%

Corrosion & Scale Control

pH Adjustment

50mg/L

Sulfuric Acid 50% V/V PC

Corrosion & Scale Control

pH Adjustment

93mg/L

Sulfuric Acid 66'

Corrosion & Scale Control

pH Adjustment

50mg/L

Sulfuric Acid 78%

Corrosion & Scale Control

pH Adjustment

50mg/L

### Facility : Apopka, FL

#### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 38%

Sulfuric Acid 38% - 40%

Sulfuric Acid 50%

Sulfuric Acid 9%

Sulfuric Acid 93%

#### Product Function

pH Adjustment

pH Adjustment

pH Adjustment

pH Adjustment

pH Adjustment

#### Max Use

121mg/L

121mg/L

93mg/L

200mg/L

50mg/L

### Facility : Dupo, IL

#### Sulfuric Acid

##### Trade Designation

Sulfuric Acid 66'

#### Product Function

Corrosion & Scale Control

pH Adjustment

#### Max Use

50mg/L

### Facility : University Park, IL

#### Sulfuric Acid

##### Trade Designation

#### Product Function

#### Max Use

Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
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**Facility : Camanche, IA**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Sulfuric Acid 30%	Corrosion & Scale Control pH Adjustment	50mg/L
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Sulfuric Acid 66'	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	50mg/L

**Facility : Minneapolis, MN**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Sulfuric Acid 30%	Corrosion & Scale Control pH Adjustment	50mg/L
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[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Facility : Fayetteville, TN**

<b>Sulfuric Acid Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
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Sulfuric Acid 40%	Corrosion & Scale Control pH Adjustment	50mg/L
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Sulfuric Acid 66'	Corrosion & Scale Control pH Adjustment	50mg/L
Sulfuric Acid 78%	Corrosion & Scale Control pH Adjustment	50mg/L

**Hawkins, Inc.**  
3100 East Hennepin Avenue  
Minneapolis, MN 55413  
United States  
612-331-6910

**Facility : # 15 USA**

**Sulfuric Acid**

***Trade Designation***

Sulfuric Acid

***Product Function***

Corrosion & Scale Control

***Max Use***

50mg/L

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Number of matching Manufacturers is 2

Number of matching Products is 28

Processing time was 1 seconds



# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto:publicutilities@lawtonok.gov)  
Telephone 580-581-3405  
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street  
Shipping Address: 2100 South 6th Street  
Lawton, Oklahoma 73501

To: Julie Magness, Budgeting and Accounting Supervisor  
From: Rusty Whisenhunt, Director of Public Utilities *WJL*  
Subject: CL19-034 (2021) Sulfuric Acid  
Date: August 30, 2021

After reviewing bids received for CL19-034 (2021) Sulfuric Acid it is recommended to reject the only responsive bid due to it exceeding available funding and authorize staff to rebid the contract once market conditions stabilize. The responsive bid price was a 190% increase over current contract pricing and would not be in the best interest of the City of Lawton.

Funds are available in the Medicine Park and Southeast Water Treatment Plants' Chemical Accounts (7006509-51015 and 7006510-51015).

If you have any questions regarding this information, please contact me.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

---

**File #:** 21-445

**Agenda Date:** 9/14/2021

**Agenda No:** 13.

---

**ITEM TITLE:**

Consider approving a contract award to Air Solutions, LLC for the City HVAC Maintenance contract effective September 30, 2021.

**INITIATOR:** Dewayne Burk, Deputy City Manager,

**STAFF INFORMATION SOURCE:** Stefan Kidd, Building Maintenance Superintendent

**BACKGROUND:** BACKGROUND: The HVAC contract is an ongoing requirement to maintain the HVAC systems in all City buildings. Current Contract expired on 30 June 2021. The City sought qualified service companies for maintenance and repairs to all HVAC equipment as an RFP with 3 responsive bidders. In the past this contract was developed as a fixed price contract but has been changed to "cost plus" to reduce the cost of operating the facilities and at the same time maintain or improve comfort levels in the facilities. Air Solutions, LLC will make repairs and guarantee that repairs to the HVAC system will be made in a timely manner. Contractor will carry out a Periodic Maintenance Plan IAW the new contract.

**EXHIBIT:** P&R Director Recommendation, Bid Package and HVAC Contract

**KEY ISSUES:** Converting HVAC Maintenance Contract to a "cost-plus" structure and awarding a 36-month contract.

**FUNDING SOURCE:** FY 2021-22 Operational Budget

**STAFF RECOMMENDED COUNCIL ACTION:** Approve award of the HVAC Contract to Air Solutions, LLC effective September 30, 2021



*City of Lawton*  
Parks & Recreation Department  
14105 SW 11<sup>th</sup> St • Lawton, OK 73501  
580-581-3400 • 580-581-3437 Fax

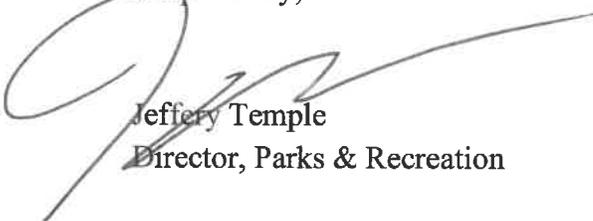
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## MEMORANDUM

To: Maegan Dowlen, Municipal Securities Disclosure Coordinator  
From: Jeffery Temple, Parks & Recreation Director  
Subject: RE: RFPCL-22-002 Award (HVAC)  
Date: August 19, 2021

Subject RFP has been reviewed with 3 responsive bidders. All 3 bidders appear to be owned by the same individual but are separate entities. The city has maintained an excellent working relationship with Air Solutions, LLC, for on-call work. Air Solutions is a responsive bidder with the best pricing matrix. Recommend award to Air Solutions, LLC with an effective date of 30 Sept 2021.

Respectfully,



Jeffery Temple  
Director, Parks & Recreation



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 ext. 4 FAX (580) 581-3438

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MEMORANDUM

To: Jeffery Temple, Parks & Recreation Director  
Thru: Keith Neitzke, Parks & Grounds Superintendent  
From: Julie Magness, Budgeting & Accounting Supervisor  
Thru: Maegan Dowlen, Contract Administrator  
Subject: **CL22-002 HVAC Services**

Enclosed please find the bids for **CL22-002 HVAC Services** following the bid opening on August 17, 2021.

Please review the bids and send your vendor recommendation for this contract along with a copy of the Legistar number and AIC and the date of the council meeting selected. Once this is received, the file can be taken to Legal for review.

If you have any questions, please email [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov) and [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov).

Thanks,  
Maegan

## City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 <sup>th</sup> Street Lawton, OK 73501		DIRECT INQUIRIES TO: Jeffery Temple-Parks & Recreation 580-581-3400 Jeffery.temple@lawtonok.gov	
Date Proposal Typed: July 27, 2021	Date(s) Advertised: July 28, 2021	Marcie Sego - Financial Services - 580-581-3328 No Proposals Received After: August 17, 2021 2:00 P.M.	
Proposal Number and Title: RFPC22-002 HVAC Services Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until: TBD	
Bid Openings are held at Lawton City Hall 2 <sup>nd</sup> Floor Conference Room 212 SW 9 <sup>th</sup> Street Lawton, OK 73501 @ 2:00 pm		Reason for No Proposal:	
Vendor Name and Point of Contact: <u>Hot-Line LLC</u>			
Mailing Address: <u>P.O. Box 874</u>			
City: <u>Duncan</u> State: <u>OK</u> Zip: <u>73534</u>	Delivery: <u>Our Truck</u>		
Area Code and Phone Number: <u>580-467-8420</u>	FAX Area Code and Phone Number: <u>580-439-5401</u>		
Federal Employer Identification Number or Social Security Number: <u>82-3822178</u>			

**THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

STATE OF Oklahoma COUNTY OF Stephens, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based on such misrepresentation, including but not limited to all costs and attorney fees incurred in addition to any other remedies available by law.

Firm: Hot-Line LLC  
Address: P.O. Box 874  
Duncan OK 73534  
(City, State, Zip)  
Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT  
Tom Miller OWNER  
PRINT/TYPE NAME/TITLE  
Subscribed & sworn before me this 17<sup>th</sup> day of August, 2021  
Cicily Markle  
Notary Public  
My Commission expires: 11-13-2023

CONDITIONS FOR SUBMITTING PROPOSALS  
PAGE 1 OF 11

**CICILY MARKLE**  
Notary Public - State of Oklahoma  
Commission Number 07010973  
My Commission Expires Nov 13, 2023

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma SS  
COUNTY OF Stephens

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

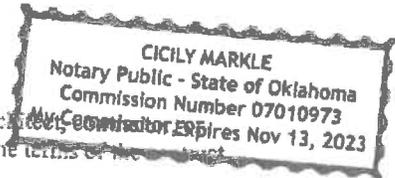
Hot-Line  
Business Name / Contractor Name

Signed [Signature]  
Print Tom Milam

Attested to before me this 17<sup>th</sup> day of August 2021

Cicily Markle  
Notary Public

My Commission Expires 11-13 2023



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

9. It is further understood that, should any major components of the system be replaced by The City of Lawton, a credit shall be issued by the Service Company prorated over the period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.
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### CITY BUILDINGS AND LOCATIONS

These buildings will be covered under the HVAC Maintenance Agreement.

<u>City Buildings</u>	<u>Location</u>
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- L. Owens Multipurpose Center
- M. McMahon Auditorium
- N. Great Plains Museum

1405 SW 11<sup>th</sup> St.  
801 NW Ferris Ave.  
601 NW Ferris Ave.

**GROUP 5**

- O. City Hall Annex
- P. Lawton Police Station

102 SW 5<sup>th</sup> St.  
#10 SW 4<sup>th</sup> St.

**GROUP 6**

- Q. Public Safety Building

100 S. Railroad St.

Proposal Number: RFPCL22-002

Proposal Title: HVAC Services

Vendor Name: Hot-Line LLC  
 (please complete above information)

**Proposal Price Sheet**

(must be completed and returned with the proposal)

Item	Description	Qty	Unit	Unit Price
1	HVAC Service, <b>NOT</b> including window units, annual (12 month) price	Per	Year	130 <sup>00</sup> regular hrs 170 <sup>00</sup> after hrs
	<b>Consolidated Groups</b> (all 17 sites)			HOURLY RATE \$ 130 <sup>00</sup> reg hrs MATERIAL MARKUP: 30 %
2	<b>Group 1</b> - Patterson Center, Fire Station #1, Animal Shelter, Town hall, HC King Center	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs MATERIAL MARKUP: 30 %
3	<b>Group 2</b> - Wastewater Treatment Plant & Admin Bldg, Water Treatment Plant, Ellsworth Pump Station, Southeast Water Treatment Plant	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs MATERIAL MARKUP: 30 %
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6	<b>Group 5</b> - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs MATERIAL MARKUP: 30 %
7	<b>Group 6</b> - Public Safety Building	Per	Year	HOURLY RATE \$ 130 <sup>00</sup> reg hrs MATERIAL MARKUP: 30 %

Reg Hours - 7 AM - 5 PM  
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## City of Lawton REQUEST FOR PROPOSALS

<b>MAIL SEALED PROPOSALS TO:</b> City Clerk City of Lawton 212 SW 9 <sup>th</sup> Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Jeffery Temple-Parks & Recreation 580-581-3400 Jeffery.temple@lawtonok.gov	
Date Proposal Typed: July 27, 2021	Date(s) Advertised: July 28, 2021	Marcie Sego - Financial Services - 580-581-3328 No Proposals Received After: August 17, 2021 2:00 P.M.	
Proposal Number and Title: RFPCL22-002 HVAC Services Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until: TBD	
<b>Bid Openings are held at Lawton City Hall 2<sup>nd</sup> Floor Conference Room 212 SW 9<sup>th</sup> Street Lawton, OK 73501 @ 2:00 pm</b>		Reason for No Proposal:	
Vendor Name and Point of Contact: Artic Refrigeration LLC		Mailing Address: P.O. Box 874	
City: State: Zip: Duncan OK 73534	Delivery: Our Truck		
Area Code and Phone Number: 580-467-8420	FAX Area Code and Phone Number: 580-439-5401		
Federal Employer Identification Number or Social Security Number: 86-1708076			

**THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED**

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1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached, 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids, 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law

Firm Artic Refrigeration LLC  
 Address PO, Box 874  
Duncan Oklahoma, 73534  
(City, State, Zip)  
 Phone 580-467-8420

  
 SIGNATURE OF AUTHORIZED AGENT  
Tom Milan / OWNER  
 PRINTTYPE NAME/TITLE

Subscribed & sworn before me this 17 day of August 2021  
Cicily Markle  
Notary Public  
 My Commission expires: 11-13-2023

CONDITIONS FOR SUBMITTING PROPOSALS  
 PAGE 1 OF 11

**CICILY MARKLE**  
 Notary Public - State of Oklahoma  
 Commission Number 07010973  
 My Commission Expires Nov 13, 2023

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

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Business Name / Contractor Name

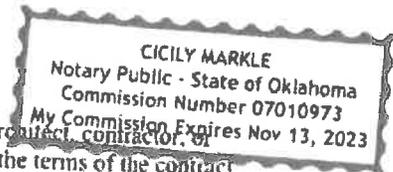


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Proposal Title: HVAC Services

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Vendor Name and Point of Contact: <u>Air Solutions LLC</u>			
Mailing Address: <u>P.O. Box 874</u> <u>DUNCAN OK</u>		Delivery: <u>Our Truck</u>	
City: <u>DUNCAN OK</u>	State: <u>OK</u>	Zip: <u>73534-0874</u>	FAX Area Code and Phone Number: <u>580-439-5401</u>
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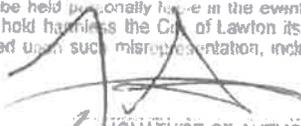
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From Air Solutions LLC  
Address PO. Box 874  
DUNCAN OK 73534-0874  
(City, State, Zip)  
580-467-8420

  
 SIGNATURE OF AUTHORIZED AGENT  
TOM MIAL / OWNER  
 PRINT TYPE NAME/TITLE  
 Subscribed & sworn before me this 17<sup>th</sup> day of August 2021  
Cicily Markle  
 Notary Public  
11-13-2023  
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CONDITIONS FOR SUBMITTING PROPOSALS  
PAGE 1 OF 11

FORM REVISED 8/11

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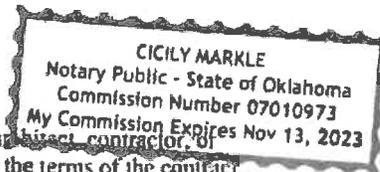
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Air Solutions LLC

(please complete above information)

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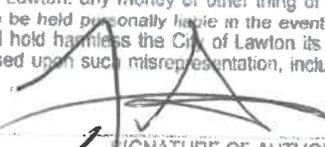
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Firm: Air Solutions LLC  
 Address: PO. Box 874  
DUNCAN OK 73534-0874  
(City, State, Zip)  
 Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT  
  
Tom Miller / OWNER  
PRINT/TYPE NAME/TITLE  
 Subscribed & sworn before me this 17<sup>th</sup> day of August, 2021  
Cicily Markle  
Notary Public  
 My Commission expires: 11/13-2023

CONDITIONS FOR SUBMITTING PROPOSALS  
PAGE 1 OF 11

**CICILY MARKLE**  
 Notary Public - State of Oklahoma  
 Commission Number 07010973  
 My Commission Expires Nov 13, 2023

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma  
COUNTY OF Stephens SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

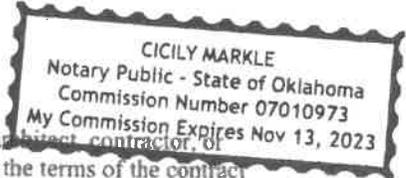
Air Solutions LLC  
Business Name / Contractor Name

[Signature]  
Signed  
Print Tom Milan

Attested to before me this 17<sup>th</sup> day of August 20 21

[Signature]  
Notary Public

My Commission Expires 11-13 2023.



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

9. It is further understood that, should any major components of the system be replaced by The City of Lawton, a credit shall be issued by the Service Company prorated over the period during which service and repair of the new equipment is covered by the manufacturer's or installer's warranty.
10. Non-performance by either party under the provisions of this contract shall permit either party to terminate this agreement by sending the other party by certified mail a written notice stating when, not less than 30 days thereafter, termination shall be effective.
11. Any contract awarded as a result of this solicitation shall be a "cost-plus" type contract. A cost-plus contract is further defined as an hourly rate plus the contractor's cost for materials, supplies, and parts.
12. The Service Company shall be responsible for making an equipment list to include serial and model numbers of all major equipment located in the buildings covered in this contract. The serial and model number of equipment installed after contract is awarded will be given to the City of Lawton and added to the equipment list. The Service Company will submit the equipment list to the City of Lawton no later than 90 days after contract is awarded.

### **CITY BUILDINGS AND LOCATIONS**

**These buildings will be covered under the HVAC Maintenance Agreement.**

<u><b>City Buildings</b></u>	<u><b>Location</b></u>
<b><u>GROUP 1</u></b>	
A. Patterson Center	4 NE Arlington
B. Fire Station #1	623 "D" Ave.
C. Animal Shelter	2100 SW 6 <sup>th</sup> St.
D. Town Hall	427 "B" Ave.
E. HC King Center	1705 NW 20 <sup>th</sup>
<b><u>GROUP 2</u></b>	
F. Wastewater Treatment Plant & Admin Bldg	7 miles SE of Lawton
G. Water Treatment Plant	12 miles NW of Lawton
H. Ellsworth Pump Station	12 miles NW of Lawton
I. Southeast Water Treatment Plant	4596 SE 15 <sup>th</sup>
<b><u>GROUP 3</u></b>	
J. New City Hall	212 SW 9 <sup>th</sup> St.
<b><u>GROUP 4</u></b>	
K. Lawton Public Library	110 SW 4 <sup>th</sup> St.

L. Owens Multipurpose Center  
M. McMahon Auditorium  
N. Great Plains Museum

1405 SW 11<sup>th</sup> St.  
801 NW Ferris Ave.  
601 NW Ferris Ave.

**GROUP 5**

O. City Hall Annex  
P. Lawton Police Station

102 SW 5<sup>th</sup> St.  
#10 SW 4<sup>th</sup> St.

**GROUP 6**

Q. Public Safety Building

100 S. Railroad St.

Proposal Number: RFPCL22-002

Proposal Title: HVAC Services

Vendor Name: Air Solutions LLC

(please complete above information)

**Proposal Price Sheet**

(must be completed and returned with the proposal)

Item	Description	Qty	Unit	Unit Price
	HVAC Service, <u>NOT</u> including window units, annual (12 month) price			129.00 Regular hrs 169.00 After hrs 25% markup
1	<b>Consolidated Groups</b> (all 17 sites)	Per	Year	HOURLY RATE 129.00 Regular hrs \$ 169.00 After hours MATERIAL MARKUP: 25% %
2	<b>Group 1</b> - Patterson Center, Fire Station #1, Animal Shelter, Town hall, HC King Center	Per	Year	HOURLY RATE 129.00 Regular hrs \$ 169.00 after hours MATERIAL MARKUP: 25% %
3	<b>Group 2</b> - Wastewater Treatment Plant & Admin Bldg, Water Treatment Plant, Ellsworth Pump Station, Southeast Water Treatment Plant	Per	Year	HOURLY RATE 129.00 regular hrs \$ 169.00 after hrs + MATERIAL MARKUP: 25% %
4	<b>Group 3</b> - New City Hall	Per	Year	HOURLY RATE \$ 129.00 Reg hrs 169.00 after hrs MATERIAL MARKUP: 25% %
5	<b>Group 4</b> - Lawton Public Library, Owens multipurpose Center, McMahon Auditorium, Great Plains Museum	Per	Year	HOURLY RATE \$ 129.00 reg hrs 169.00 after hrs MATERIAL MARKUP: 25% %
6	<b>Group 5</b> - City Hall Annex, Lawton Police Station	Per	Year	HOURLY RATE \$ 129.00 reg hrs + 169.00 after hrs MATERIAL MARKUP: 25% %
7	<b>Group 6</b> - Public Safety Building	Per	Year	HOURLY RATE \$ 129.00 reg + MATERIAL MARKUP: 25% %

Reg hrs - 7:00AM - 5PM

after hrs - After Normal Business hrs, Night, Weekends, Holidays

169.00 after hrs.

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**Warranties are as follows:**

**Labor: One Year, provided the necessary preventive maintenance is followed on new equipment.**  
**Six Months, on repairs to existing equipment, provide no external abuse, physical damage, voltage surge, single phased, brown out, mechanical failure, or other causes out of our control.**

**Materials, Parts, Equipment: Standard Manufactures Warranty applies, if Extended or Paid Warranties are offered this will be past on to the City and offered as an alternate.**



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-474

**Agenda Date:** 9/14/2021

**Agenda No:** 14.

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**ITEM TITLE:**

Consider extending contract RFPCL19-035 Physical Damage Coverage for Select Vehicles & Heavy Equipment to North American Insurance Agency of Lawton, LLC, dba INSURICA of Lawton

**INITIATOR:** Craig Akard, Interim Human Resources Director

**STAFF INFORMATION SOURCE:** Candy Brown, Safety and Risk Administrator

**BACKGROUND:** Contract RFPCL19-035, Physical Damage Coverage for Select Vehicles & Heavy Equipment is currently in place. The vendor North American Insurance Agency of Lawton, LLC dba INSURICA of Lawton, OK has agreed to the contract extension at the same terms and prices as are currently in effect. The recommendation submitted from the Human Resources Department is to extend the contract for an additional year. The vendor has fulfilled the terms and conditions of the contract.

**EXHIBIT:** Department Recommendation, Contract Extension Forms and Original Contract

**KEY ISSUES:** Does the City of Lawton wish to extend contract RFPCL 19-035 Physical Damage Coverage for Select Vehicles & Heavy Equipment to North American Insurance Agency of Lawton, LLC, dba INSURICA of Lawton?

**FUNDING SOURCE:** City at Large (Division 2503) account #52050 Insurance

**STAFF RECOMMENDED COUNCIL ACTION:** Extend contract RFPCL19-035 Physical Damage Coverage for Select Vehicles & Heavy Equipment to North American Insurance Agency of Lawton LLC, dba INSURICA of Lawton.



*Human Resources Department*

*Safety and Risk Administrator*

212 SW 9<sup>th</sup> Street

Lawton, OK 73501

(580) 581-3392 phone (580) 581-3530 fax

[www.candy.brown@lawtonok.gov](mailto:www.candy.brown@lawtonok.gov)

**MEMORANDUM**

TO: Maegan Dowlen  
THRU: Craig Akard, HR Director *CA*  
FROM: Candy Brown, Safety and Risk Administrator *CB*  
RE: RFPCL19-035, Physical Damage Coverage, Select Vehicles and Heavy Equipment.  
Recommendation to Extend Contract  
DATE: August 18, 2021

The current contract for the City of Lawton's physical damage coverage for select vehicles and heavy equipment, RFPCL19-035, will expire on September 30, 2021. This policy can be renewed.

Please take action to execute the renewal agreement with the vendor for the upcoming policy year, per the contract agreement.

Candy Brown,  
Safety and Risk Administrator



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## Municipal Liability Protection Plan

### Coverage Proposal Summary

PLAN MEMBER  
and Mailing Address

CITY OF LAWTON  
212 SW 9TH  
LAWTON OK 73501

QUOTE NUMBER  
QLA 1400519 04

Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
From 10/01/2019 to 10/01/2020

The Plan Member is a(n) MUNICIPALITY

The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

General Liability	\$0
Automobile Liability	\$0
Hired and Non-owned Automobile Coverage	\$35
Automobile Physical Damage	\$34,658
Hired Auto Physical Damage	\$0
Equipment Physical Damage	\$22
Mobile Equipment Leased/Rented	\$0
Fee	\$5,207.25
<b>TOTAL PREMIUM</b>	<b>\$39,922.25</b>





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## Municipal Liability Protection Plan Coverage Proposal Summary

### AN EXPLANATION OF OMAG COVERAGE

- 1) **BODILY INJURY & PROPERTY DAMAGE - Coverage A & B**

This coverage protects employees, elected officials, and authorized volunteers for BODILY INJURY AND PROPERTY DAMAGE claims arising from all locations and operations of the municipality as covered in the plan document.
- 2) **PERSONAL INJURY - Coverage C (LAW ENFORCEMENT)**

This coverage protects employees, elected officials, and authorized volunteers for PERSONAL INJURY claims including false arrest, assault, and battery, and violations of an individual's civil rights.
- 3) **ERRORS & OMISSIONS - Coverage D (PUBLIC OFFICIAL'S)**

This coverage protects employees, elected officials, and authorized volunteers for ERRORS AND OMISSIONS claims involving alleged breach of duties as defined in the plan document.
- 4) **AUTOMOBILE LIABILITY - Coverage E & F**

Coverage applies to claims for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE arising from the operation of the autos insured.
- 5) **AUTOMOBILE PHYSICAL DAMAGE - Coverage G**

The fleet schedule will indicate whether comprehensive, specified perils or collision coverage is provided. Deductibles will appear on the fleet schedule also.
- 6) **EQUIPMENT PHYSICAL DAMAGE - Coverage H**

Coverage applies to the municipality's equipment listed on the schedule.
- 7) **POLLUTION DAMAGE - Coverage I**

This is legal liability protection for property damage and clean-up expenses resulting from a covered pollution incident.
- 8) **DEFENSE REIMBURSEMENT FOR INVERSE CONDEMNATION, ANNEXATION/DEANNEXATION, ZONING AND BOARD OF ADJUSTMENT MATTERS - Coverage J**

This coverage will reimburse a plan member for 50% of its legal expenses and costs up to a maximum of \$10,000 after the plan member has paid \$5,000 in accordance with the plan document.
- 9) **CYBER LIABILITY AND DATA BREACH RESPONSE - COVERAGE K**

This coverage provides protection against electronic data breaches and the response associated with the breach.
- 10) **LEGAL DEFENSE COVERAGE FOR WORKERS COMPENSATION RETALIATION CLAIMS - Coverage L**

This coverage provides, at the members request and acceptance, legal defense only (no indemnification for damages) for retaliation claims filed under the Workers Compensation Statutes to the extent the claim is not eligible for coverage under any other coverage.

**OMAG Automobile Schedule**

**CITY OF LAWTON**

Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020

Policy Number: QLA 1400519 04

Veh #	Year	Make, Model, Description	Original Cost	AL-No Ded	Comp Ded	SP-Ded	Coll Ded	Total Premium
Unit #	Depl	Vin #	Class Code	AL-Premium	Comp Premium	SP-Premium	Coll Premium	
1	2010	SPH100 SUTPHEN TRUCK W/LADDER	\$1,124,606	FIRE TRUCK	\$3000		\$3000	\$337
	FIRE	1S9A3JLE2A1003137	40499B	EXTRA HEAVY	\$181		\$156	
2	2011	SPARTAN HACKNEY RESCUE TRUCK	\$519,630	FIRE TRUCK	\$3000		\$3000	\$337
	FIRE	4S7CT2D98CC074955	40499B	EXTRA HEAVY	\$181		\$156	
3	2008	HS-4368 SUTPHEN PUMPER TRUCK	\$462,340	FIRE TRUCK	\$3000		\$3000	\$220
	FIRE	1S9A1HLD281003090	31499B	HEAVY	\$119		\$101	
4	2008	HS-4367 SUTPHEN PUMPER TRUCK	\$462,340	FIRE TRUCK	\$3000		\$3000	\$220
	FIRE	1S9A1HLD281003087	31499B	HEAVY	\$119		\$101	
5	2012	PB320 PETERBILT TRUCK	\$260,565	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL70X7DF176295	31453	TRUCK HEAVY	\$439		\$423	
6	2012	PB320 PETERBILT TRUCK	\$260,565	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL70X9DF176296	31453	TRUCK HEAVY	\$439		\$423	
7	2011	PB320 PETERBILT TRUCK	\$242,754	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X9BF115373	31453	TRUCK HEAVY	\$439		\$423	
8	2011	PB320 PETERBILT TRUCK	\$242,754	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X7BF115372	31453	TRUCK HEAVY	\$439		\$423	
9	2011	PB320 PETERBILT TRUCK	\$242,754	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X3AF110555	31453	TRUCK HEAVY	\$439		\$423	
10	2011	PB320 PETERBILT TRUCK	\$243,389	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X4BF115376	31453	TRUCK HEAVY	\$439		\$423	
11	2011	PB320 PETERBILT TRUCK	\$243,389	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X2BF115375	31453	TRUCK HEAVY	\$439		\$423	
12	2011	PB320 PETERBILT TRUCK	\$243,389	SANITATION	\$3000		\$3000	\$862
	SANI	3BPZL00X0BF115374	31453	TRUCK HEAVY	\$439		\$423	

Issued Date 07/26/2019 . Values effective as of 10/01/2019  
GLAUTO (11/13)

**OMAG** Automobile Schedule

CITY OF LAWTON

Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020

Policy Number: QLA 1400519 04

Veh #	Year	Make, Model, Description	Original Cost	AL-No Ded	Comp Ded	SP-Ded	Coll Ded	Total Premium
Unit #	Dept	Vin #	Class Code	AL-Premium	Comp Premium	SP-Premium	Coll Premium	
13	2008	PROTONIX TRACTOR TRAILER	\$264,344	FIRE SEMI-TRAILER	\$3000		\$3000	\$250
	FIRE	49TCG302191092307	67499B		\$135		\$115	
14	2002	SPARTAN ADVANTAGE PUMPER TRUCK	\$342,245	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	457HT23922CQ43075	31499B		\$119		\$101	
15	2009	PB320 PETERBILT TRUCK	\$239,064	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00X89F719054	31453		\$439		\$423	
16	2009	PB320 PETERBILT TRUCK	\$239,064	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00X49F719052	31453		\$439		\$423	
17	2000	SPARTAN ADVANTAGE PUMPER TRUCK	\$323,341	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	4STHT2399YC035659	31499B		\$119		\$101	
18	2010	INTERNATIONAL STREET SWEEPER	\$177,375	HEAVY TRUCK	\$3000		\$3000	\$517
	STRE	1HTMMAAN1BH370659	31499A		\$263		\$254	
19	2008	PB320 PETERBILT TRUCK	\$239,064	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00X69F719053	31453		\$439		\$423	
20	2008	PB320 PETERBILT TRUCK	\$236,573	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00X39F718684	31453		\$439		\$423	
21	2008	PB320 PETERBILT TRUCK	\$236,791	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00XX9F718682	31453		\$439		\$423	
22	2008	PB320 PETERBILT TRUCK	\$236,791	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL00X19F718683	31453		\$439		\$423	
23	1998	1500 GPM SPARTAN PUMPER	\$125,000	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	4S7HT8193WC028323	31499B		\$119		\$101	
24	1998	1500 GPM SPARTAN PUMPER	\$300,866	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	4S7HT8193WC028322	31499B		\$119		\$101	

Issued Date 07/26/2019 . Values effective as of 10/01/2019  
 GLAUTO (11/13)

**OMAG** Automobile Schedule

CITY OF LAWTON

Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020

Policy Number: QLA 1400519 04

Veh #	Year	Make, Model, Description	Original Cost	AL-No Ded	Comp Ded	SP-Ded	Coll Ded	Total Premium
Unit #	Depl	Vin #	Class Code	AL-Premium	Comp Premium	SP-Premium	Coll Premium	
25	1994	HS2966 SUTPHEN PUMPER TRUCK	\$125,000	FIRE TRUCK	\$3000		\$3000	\$220
	FIRE	1S9AIHLD451003003	31498B	HEAVY	\$119		\$101	
26	1997	INTERNATIONAL VAC JET TRUCK	\$150,862	HEAVY TRUCK	\$3000		\$3000	\$517
		1HTGBAAR2WH547537	31499A		\$263		\$254	
27	1997	INTERNATIONAL VAC JET TRUCK	\$150,862	HEAVY TRUCK	\$3000		\$3000	\$517
		1HTGBAAROWH547536	31499A		\$263		\$254	
28	2016	FREIGHTLINER M2-106 TRUCK	\$153,681	SANITATION TRUCK HEAVY	\$3000		\$3000	\$994
	SANI	1FVHCYCY7GHH9197	31453		\$506		\$488	
29	2016	FREIGHTLINER M2-106 TRUCK	\$153,722	SANITATION TRUCK HEAVY	\$3000		\$3000	\$994
	SANI	1FVHCYCY5GHHG9196	31453		\$506		\$488	
30	2013	PB320 PETERBILT TRUCK	\$245,186	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL50X7DF152129	31453		\$439		\$423	
31	2013	PB320 PETERBILT TRUCK	\$245,187	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
	SANI	3BPZL50X7CF152128	31453		\$439		\$423	
32	2015	FREIGHTLINER VACUUM JET TRUCK	\$355,209	HEAVY TRUCK	\$3000		\$3000	\$517
		1FVHG3CY6FHGC7333	31499A		\$263		\$254	
33	2015	JOHN DEERE DUMP TRUCK	\$376,968	DUMP TRUCK HEAVY	\$3000		\$3000	\$558
		1DW300DXKEE663915	31479		\$228		\$330	
34	2014	FREIGHTLINER M2-106 TRUCK	\$180,505	HEAVY TRUCK	\$3000		\$3000	\$517
	ELEC	1FVACXDT9FHGA6256	31499A		\$263		\$254	
35	2006	PIERCE LANCE HAZMAT TRUCK	\$584,877	FIRE TRUCK	\$3000		\$3000	\$220
	FIRE	4P1CL01EX6A005909	31499B	HEAVY	\$119		\$101	
36	2015	ADVANTAGE SUTPHEN PUMPER TRUCK	\$467,849	FIRE TRUCK	\$3000		\$3000	\$220
	FIRE	1S9A1HND6F1003152	31499B	HEAVY	\$119		\$101	

Issued Date 07/26/2019 , Values effective as of 10/01/2019  
GLAUTO (11/13)

**OMAG Automobile Schedule**

**CITY OF LAWTON**  
Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020

Policy Number: QLA 1400519 04

Veh #	Year	Make, Model, Description	Original Cost	AL-No Ded	Comp Ded	SP-Ded	Coll Ded	Total Premium
Unit #	Dept	Vin #	Class Code	AL-Premium	Comp Premium	SP-Premium	Coll Premium	
37	2015	ADVANTAGE SUTPHEN PUMPER TRUCK	\$467,849	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	1S9A1HND8F1003153	31499B		\$119		\$101	
38	2015	DODGE RAM 5500 TRUCK	\$166,021	FIRE TRUCK MEDIUM	\$3000		\$3000	\$250
	FIRE	3C7WRNEL7FG706194	21499B		\$135		\$115	
39	2008	INTERNATIONAL VAC JET TRUCK	\$338,776	HEAVY TRUCK	\$3000		\$3000	\$517
		1HTWCAARX8J577714	31499A		\$263		\$254	
40	2016	SPH100 SUTPHEN TRUCK W/LADDER	\$1,124,606	FIRE TRUCK EXTRA HEAVY	\$3000		\$3000	\$389
	FIRE	1S9A3JNE4G1003002	40499B		\$209		\$180	
41	2016	SUTPHEN FIRE TRUCK, HS-5833	\$691,200	FIRE TRUCK HEAVY	\$3000		\$3000	\$253
	FIRE	1S9A1HND2G1003151	31499B		\$136		\$117	
42	2018	MACK LR633	\$442,000	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04CJM001579	31453		\$675		\$651	
43	2018	MACK LR633 GARBAGE TRUCK	\$408,375	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04C2JM001583	31453		\$675		\$651	
44	2018	MACK LR633 GARBAGE TRUCK	\$408,375	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04C7JM001580	31453		\$675		\$651	
45	2018	MACK LR633 GARBAGE TRUCK	\$408,375	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04C9JM001581	31453		\$675		\$651	
46	2018	MACK LR633 GARBAGE TRUCK	\$408,375	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04C4JM001584	31453		\$675		\$651	
47	2018	MACK LR633 GARBAGE TRUCK	\$408,375	SANITATION TRUCK HEAVY	\$3000		\$3000	\$1,326
	SANI	1M2LR04C0JM001582	31453		\$675		\$651	
48	2013	PETERBILT PB320	\$349,380	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
		3BPZL20X4DF194837	31453		\$439		\$423	

Issued Date 07/26/2019 , Values effective as of 10/01/2019  
GLAUTO (11/13)

**OMAG Automobile Schedule**  
**CITY OF LAWTON**  
 Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020  
 Policy Number: QLA 1400519 04

Veh #	Year	Make, Model, Description	Original Cost	AL-No Ded	Comp Ded	SP-Ded	Coll Ded	Total Premium
Unit #	Dept	Vin #	Class Code	AL-Premium	Comp Premium	SP-Premium	Coll Premium	
49	2013	PETERBILT PB320	\$349,380	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
		3BPZL20X8DF194839	31453		\$439		\$423	
50	2013	PETERBILT PB320	\$349,380	SANITATION TRUCK HEAVY	\$3000		\$3000	\$862
		3BPXL20X6DF194841	31453		\$439		\$423	
51	1996	OSHKOSH T1500	\$125,000	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
		10T9L5BH3V1053934	31499B		\$119		\$101	
52	1994	SUTPHEN TS-70	\$125,000	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
		1S9A7LBD1R2003037	31499B		\$119		\$101	
53	1993	KME RENEGADE PUMPER TRUCK	\$125,000	FIRE TRUCK HEAVY	\$3000		\$3000	\$220
	FIRE	1K9AF4287PN058835	31499B		\$119		\$101	
TOTAL # OF VEHICLES: 53			Total		\$17,733		\$16,925	\$34,658

THE ABOVE VEHICLES AND COVERAGES ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I CERTIFY THAT THE VEHICLE(S) SHOWN ABOVE DO NOT HAVE A SALVAGE TITLE AND THAT OUR CITY/TOWN DOES HOLD TITLE OR A LEASEHOLD INTEREST IN THE VEHICLES(S).

SIGNATURE: Stanley Brock  
 TITLE: MAYOR DATE: 9-24-19

Issued Date 07/26/2019 , Values effective as of 10/01/2019  
 GLAUTO (11/13)

**OMAG** Automobile and/or Miscellaneous Equipment Schedule

CITY OF LAWTON  
Agent: INSURICA OF LAWTON

Plan Period: 10/01/2019 to 10/01/2020

Policy Number: QLA 1400519 04

Item # Department	Description	Serial/Model #	Equipment Value	Premium
1	AUTO/MISC EQUIP. BLANKET LIMIT		\$10,000	\$22
<b>CAUSE OF LOSS: SPECIAL FORM</b>				
<b>DEDUCTIBLE: \$500</b>				
<b>VALUATION: STATED AMOUNT</b>				
<b>THE ABOVE VALUES ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</b>				
<b>SIGNATURE:</b> <i>Stanley Book</i>				
<b>TITLE:</b> Mayor				
<b>DATE:</b> 9-24-19				
<b>Total</b>			\$10,000	\$22

Issued Date 07/26/2019 . Values effective as of 10/01/2019  
MISC (11/13)



City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

Date: September 24, 2019

To: Oklahoma Municipal Assurance Group (OMAG)

Re: Appointment of Ryan Knowles as Local Agent Representative

The City of Lawton hereby appoint Ryan Knowles as the Local Agent Representative Related to the following OMAG insurance Policy for the next Policy Year.

<u>Policy Type</u>	<u>Contract #</u>	<u>Policy Date</u>
Equipment/Auto	RFPCL19-035	10/01/19- 10/01/20

Sincerely,

Stanley Rodz  
Signature, Title

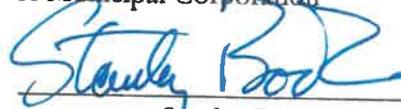
9-24-19  
Date

CITY APPROVAL

Acceptance and entry into this agreement outlined in the foregoing and attached Request for Proposal by and on behalf of City of Lawton is made

this 24<sup>th</sup> day of September, 2019.

City of Lawton, Oklahoma  
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:



Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of City of Lawton on

the 6<sup>th</sup> day of September, 2019.



City Attorney

ENCUMBERING OFFICER REVIEW

I hereby certify that the amount of this encumbrance has been entered against the designed appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Account Number \_\_\_\_\_

After this encumbrance in the amount of \$ \_\_\_\_\_, there is an

unencumbered balance in said Appropriation account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Encumbering Officer

**CONTRACT EXTENSION FORM**

**CONTRACT TITLE:** Physical Damage Coverage, Select Vehicles and Heavy Equipment

**CONTRACT NUMBER:** RFPCL19-035

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to **September 30, 2022**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 26 day of August, 2021.

**AFFIDAVIT:**

STATE OF Oklahoma COUNTY OF Comanche

I Ryan Knowles (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: INSURICA of Lawton

Address: 10 SW 2nd St

Lawton, OK 73501  
(City, State, Zip)

Phone: 580-585-4020

SIGNATURE OF AUTHORIZED AGENT

Ryan Knowles, President

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 24<sup>th</sup> day of August, 2021.

Notary Public

My Commission expires:

October 7, 2021

City of Lawton, Oklahoma  
A Municipal Corporation



\_\_\_\_\_  
Stanley Booker, Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-460

**Agenda Date:** 9/14/2021

**Agenda No:** 15.

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**ITEM TITLE:**

Consider extending CL20-002 Manhole Coating Product with Corgill Construction, Inc. of Greenwood, Arkansas for an additional year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The requirements contract CL20-002 Manhole Coating Product is currently in effect. The vendor, Corgill Construction, Inc of Greenwood, Arkansas, has agreed to the contract extension at the same terms and prices as are currently in effect. The recommendation has been received from the Director of Public Utilities that the contract be extended for an additional year. Corgill Construction, Inc has fulfilled the terms and conditions of the current contract.

**EXHIBIT:** Department Recommendation, Contract Extension Form, Price Sheet

**KEY ISSUES:** Does the City of Lawton wish to extend CL20-002 Manhole Coating Product with Corgill Construction, Inc of Greenwood, Arkansas for an additional year?

**FUNDING SOURCE:** Sewer System Construction Repair and Materials Account (7106501-51020) Contract will Exceed \$75,000 per year

**STAFF RECOMMENDED COUNCIL ACTION:** Extend the requirement contract CL20-002 Manhole Coating Product with Corgill Construction, Inc of Greenwood, Arkansas for an additional year.



# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto:publicutilities@lawtonok.gov)  
Telephone 580-581-3405  
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street  
Shipping Address: 2100 South 6th Street  
Lawton, Oklahoma 73501

To: Julie Magness, Budgeting and Accounting Supervisor  
From: Rusty Whisenhunt, Director of Public Utilities *WRW*  
Subject: CL20-002 Manhole Coating Product  
Date: August 19, 2021

It is recommended to extend the contract for Manhole Coating Product for another year. Contract purchases are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Sewer Construction Division Repair and Materials Account (7106501-51020).

If you have any questions regarding this information, please contact me.

**CONTRACT EXTENSION FORM**

**CONTRACT TITLE:** Manhole Coating Product

**CONTRACT NUMBER:** CL20-002

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to October 31, 2022, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 20 day of August, 2021.

**AFFIDAVIT:**

STATE OF Arkansas COUNTY OF Sebastian

I, Glenda S. Congill (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Congill Construction Inc. Glenda S. Congill

SIGNATURE OF AUTHORIZED AGENT

Address: P.O. Box 1235

Glenda S. Congill, President

PRINT/TYPE NAME/TITLE

Greenwood, AR 72936  
(City, State, Zip)

Subscribed & sworn before me this 20<sup>th</sup> day of August, 2021.

Phone: 479-996-7021  
479-650-7510

Glenda S. Congill  
Notary Public

My Commission expires: July 1, 2023

City of Lawton, Oklahoma  
A Municipal Corporation

\_\_\_\_\_  
Stanley Booker, Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street, Lawton, Oklahoma 73501  
(580) 581-3328 Option 4      FAX (580) 581-3438  
**CONTRACT EXTENSION**

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August 18, 2021

Corgill Construction, Inc.  
Attn: Glenda Corgill  
POB 1235  
Greenwood, AR 72936

RE:      Contract CL20-002 Manhole Coating Product

Dear Ms. Corgill:

Your contract with the City will expire on **October 31, 2021**. There are provisions that will allow this contract to be extended for an additional year upon mutual agreement of the City and your company. This letter is an initial notice to determine if your company wishes to extend this contract. Please note that the extension must be under the same terms and conditions of the original agreement. Please provide your response by **August 25, 2021**.

We have included a copy of the extension document for your completion. This is done to decrease the paper flow between our offices. Please note the appropriate department still must accept the extension. Once both parties have agreed to the extension, it will be processed for City Council approval. If the appropriate department does not wish to extend, your office will be notified.

If either your company or the City department does not wish to extend, this contract will expire. You will be notified if action will be taken to rebid the contract or if the City no longer needs the goods/services covered by the contract.

Please notify this office of your decision to extend or not extend the contract. **If you wish to extend, please sign, notarize and return the Contract Extension Form.** The point of contact for this item is [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) and [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Julie Magness

Financial Services

Bid Number: CL20-002  
 Bid Title: Manhole Coating Product

Vendor Name: Corgill Construction, Inc.  
 (please complete above information)

Price Bid  
 (must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1	Mobilization per trip required by City of Lawton. Complete cost for mobilization/demobilization to complete the manhole release for construction. If additional work is released for construction prior to demobilization, no additional mobilization cost will be paid.	4	Each	\$2,500.00
2	New manhole preparation will include cleaning only and non substrate repairs of any existing coating and loose cement for application of finish coating.	25,000	SF	\$7.00
3	Preparation of surface of existing manholes that require other than cleaning. Payment is based on actual area repaired, cleaning is included.	5,000	SF	\$10.00
4	80 - 100 mil amine cured epoxy	20,000	SF	\$15.00
5	110 - 125 mil amine cured epoxy	5,000	SF	\$15.00

Please contact Rusty Whisenhunt for any questions in regards to the specifications at (580) 581-3402 or rwhisenhunt@lawtonok.gov

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-476

**Agenda Date:** 9/14/2021

**Agenda No:** 16.

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**ITEM TITLE:**

Consider awarding contract for (CL22-001) Supplemental Nuisance Abatement to Looking Good Lawncare and Veteran's Tree and Lawn, LLC.

**INITIATOR:** Richard Rogalski, Deputy City Manager

**STAFF INFORMATION SOURCE:** Corey Bowen, Neighborhood Services Supervisor

**BACKGROUND:** The City of Lawton solicited bids for (CL22-001) Supplemental Nuisance Abatement. Two (2) bid were submitted. Both bidders did attend the mandatory pre-bid conference. After reviewing the contract bid proposal submitted, it is this department's recommendation the contract be awarded to Looking Good Lawncare with a bid of \$60.00 and to Veteran's Tree and Lawn, LLC with a bid of \$65.00. Due to the amount of work orders that must be processed during the growing season, staff requests the need for additional contractors. Abatement work orders are processed and assigned without regard to location in the city. This means work orders will be evenly and reasonable divided between the available contractors based upon their availability and what is most advantageous to City in accomplishing abatement in a cost effective and timely manner.

**EXHIBIT:** Department Recommendation, Abstract of Bids, Price Sheets

**KEY ISSUES:** Does the City of Lawton wish to award (CL22-001) Supplemental Nuisance Abatement to Looking Good Lawncare and Veteran's Tree and Lawn, LLC.

**FUNDING SOURCE:** General Fund, Fund 435

**STAFF RECOMMENDED COUNCIL ACTION:** Award contract for (CL22-001) Supplemental Nuisance Abatement to Looking Good Lawncare and Veteran's Tree and Lawn, LLC.



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4      FAX (580) 581-3438

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## MEMORANDUM

To: Corey Bowen, Neighborhood Services  
From: Maegan Dowlen, Contract Administrator *MD*  
Thru: Julie Magness, Accounting and Budget Supervisor  
Subject: CL22-001 – Nuisance Abatement

Enclosed please find the bids for CL22-001 – Nuisance Abatement following the bid opening on Tuesday, August 24<sup>th</sup>, 2021.

Please review the bids and send us your vendor recommendation for this contract as well as the Legistar number.

If you have any questions please contact Marcie Segó at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) and Maegan Dowlen at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Thank you,

Maegan

# City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Corey Bowen, Neighborhood Services Supervisor Email: corey.bowen@lawtonok.gov Phone: (580) 581-3371	
Date Bid Typed: <b>July 20, 2021</b>	Dates Bid Advertised: <b>July 21, 2021</b>	No Bids Received After: <b>August 24, 2021 2:00 P.M.</b>	
Contract Number and Title: <b>CL22-001 Nuisance Abatement</b>		Requirements-type Contract: <b>YESX</b>	Contract Period: <b>12 months</b>
Mandatory pre-bid conference on August 16, 2021 at 10:00am in the Banquet Room City Hall, 212 SW 9th Street, Lawton, Oklahoma.			
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room                  212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
Vendor Name and Point of Contact: <b>Lookin Good Lawncare / Danny Tendall</b>		Reason for No Bid:	
Mailing Address: <b>739 PARADISE VALLEY DR.</b>		Terms:	
City: <b>LAWTON</b> State: <b>OK</b> Zip: <b>73507</b>	Delivery:		
Area Code and Phone Number: <b>(580) 699-9000</b>	FAX Area Code and Phone Number:		
Federal Employer Identification Number or Social Security Number <b>446-90-6829</b>			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**

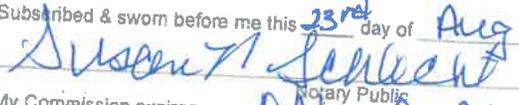
STATE OF OKLAHOMA COUNTY OF COMANCHE

DANNY TENDALL

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value; either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

  
 SIGNATURE OF AUTHORIZED AGENT  
Danny Tendall / owner  
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 23rd day of Aug, 2021  
  
 My Commission expires: Oct. 9, 2021  
 Notary Public

Firm: Looking Good Lawncare  
 Address: 739 PARADISE VALLEY DR.  
LAWTON, OK, 73507  
 (City, State, Zip)  
 Phone: (580) 699-9000

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA

SS

COUNTY OF COMANCHE

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Lookin Good Lawncare / Danny Tendell  
Business Name / Contractor Name



Signed  
Print Danny Tendell

Attested to before me this 25<sup>th</sup> day of Aug, 2021

Suzanne A. Schlecht  
Notary Public

My Commission Expires OCT 09 2021

**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CL22-001  
Bid Title: Nuisance Abatement  
DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Looking Good Lawn Care  
(PLEASE COMPLETE ABOVE INFORMATION)

**Price Bid**  
(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 60.00

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Corey Bowen, Neighborhood Services Division, at 580-581-3371 or [corey.bowen@lawtonok.gov](mailto:corey.bowen@lawtonok.gov).

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



# City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Corey Bowen, Neighborhood Services Supervisor Email: corey.bowen@lawtonok.gov Phone: (580) 581-3371	
Date Bid Typed: July 20, 2021	Dates Bid Advertised: July 21, 2021	No Bids Received After: <b>August 24, 2021 2:00 P.M.</b>	
<b>Contract Number and Title:</b> <b>CL22-001 Nuisance Abatement</b>		Requirements-type Contract: YESX	Contract Period: 12 months
Mandatory pre-bid conference on August 16, 2021 at 10:00am in the Banquet Room City Hall, 212 SW 9th Street, Lawton, Oklahoma.			
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room                  212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Veteran's Tree and Lawn, LLC Matthew Harpe, Owner		Reason for No Bid:	
<b>Mailing Address:</b> 4113 SW Wendy Dr		Terms:	
City: Lawton	State: OK	Zip: 73505	Delivery:
<b>Area Code and Phone Number:</b> 580-583-7107		FAX Area Code and Phone Number:	
<b>Federal Employer Identification Number or Social Security Number</b> 85-2335950			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Matthew Aaron Harpe of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

  
 SIGNATURE OF AUTHORIZED AGENT  
Matthew Harpe / owner  
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 17th day of Aug, 2021

  
 Notary Public  
 My Commission expires: 12.23.24

Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City, State, Zip) \_\_\_\_\_  
 Phone: \_\_\_\_\_



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma  
COUNTY OF Commanche SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Veteran's Tree and Lawn, LLC  
Business Name / Contractor Name

[Signature]  
Signed  
Print: Matthew Horne

Attested to before me this 17<sup>th</sup> day of Aug 2021

[Signature]  
Notary Public

My Commission Expires 12.23 2024



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

## CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S-131

SPECIFICATION TITLE Nuisance Abatement

APPROVAL DATE:

### INTENT

1. When the City finds private property within the corporate limits of the City of Lawton in violation of certain provisions of Chapter 15 of Lawton City Code prohibiting a public nuisance, the City will cause the nuisance to be abated and removed. The City will contract with up to Five (5) private firms to provide the services necessary for this nuisance abatement under this specification title. This specification title presents the scope of work and requirements for the contracts to provide this nuisance abatement.

### DEFINITIONS

2. The words, terms or phrases used in this specification title shall have the same meaning of the like words, terms or phrases as defined and used in Chapter 15, Lawton City Code. Without limitation, some of the words, terms or phrases as defined and used therein include: "cleaning", "dead tree limb", "junk", "low hanging limb", "nuisance", "private property", "trash", and "weeds". In addition, the following terms as used herein shall have the meaning ascribed:

City:	The City of Lawton, Oklahoma
Contract:	The written agreement made and entered into by and between the City and the Contractor to provide the services for nuisance abatement pursuant to this specification
Contractor:	Any private firm awarded a Contract
Department:	The City of Lawton, Community Services Department Neighborhood Services Division
Front feet:	The width of lot along the street right-of-way; if a lot borders two streets, front feet shall be the narrower width.
City Official:	Neighborhood Services Supervisor

3. In addition, all of these words, terms or phrases referenced in this paragraph, or pronouns used in their stead, shall have their indicated meanings wherever used in any related document or instrument, to include without limitation: any Contract awarded under these specifications; any advertisement made for awarding such a Contract, or in any document or instrument used by the City to facilitate the administration or awarding of such a Contract.

### TERM AND EXTENSIONS

4. The Contract will have an initial term that ends November 30, 2021; provided, for administrative purposes, the City Official may establish initial term of less than one year for a given Contract by setting an early termination date. The City, at its sole option may extend a Contract as provided in the therein. The City may allow up to two (2) contract extensions of one year each.

### BIDDING AND CONTRACT AWARDS BID SCHEDULE

5. The City will award up to Five (5) Contracts pursuant to this specification title. The City will solicit bids from private firms by following the competitive bidding procedure in Lawton City Code. The City will award the Contracts to the lowest responsive bidders.

\* 6. The City Official will hold a mandatory pre-bid conference on August 16th, 2021 at 10:00 a.m., in the Banquet Room, City Hall, 212 SW 9th Street, Lawton, Oklahoma. \*

7. When submitting a bid, bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour. A successful bidder must, within seven (7) days from the award, execute and deliver to the City Official the Contract, all bonds, all proofs of insurance and all other such documents related to the Contract as may be required. Should a bidder fail to do so, the City may, in its sole discretion, disqualify the bid and select a substitute Contractor with the next lowest responsive bid.

8. As part of the administrative process to abate a public nuisance, such as provided in Article 15-2 of Lawton City Code, the City will assess an administrative fee upon the property owner. This administrative fee does not constitute any part of the Contract remuneration. The Contractor *should not* consider this administrative fee in computing the firm's bid under these specifications.

### SCOPE OF WORK

9. The Contract made pursuant to this specification title will require Contractors to mow, clean and remove certain material (clippings, junk, trash, deadfall limbs, weeds, debris, etc.) from private property deemed to be a public nuisance. The geographic area under all Contracts will be the municipal corporate limits of the City of Lawton in its entirety. The location of the property, the size of the work area (if smaller than the whole property) and the scope and type of the services to be provided by the Contractor will be described in a written work order issued by the City Official.

10. The City estimates that it may issue up to 700 work orders annually. The City Official will determine all work order requirements and the frequency of issuing work orders based on the City Official's determination for the need to abate a nuisance on a particular property and based on

available funding. The City makes no guarantee as to the number of work orders that the City Official will issue during the contract term.

11. The Contractor shall be available to the City to provide the services necessary for nuisance abatement under the Contract Monday through Friday; provided, this requirement shall exclude the following holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. The Contractor may determine the schedule for fulfilling the work order (within the parameters of this specification title), provided the work is performed at times (preferably daylight hours) when the peace and privacy of neighboring property occupants will not be disturbed.

12. The contractor who submits the lowest bid will be issued work orders before higher bidding contractors. Once the lowest bid contractor has accepted the maximum amount of work that can be completed within a seven (7) day period, the City Official will then issue work orders to the next lowest bid contractor. This process will continue until the lowest bid contractor can accept more work orders. All work described in the work order must be completed within seven (7) calendar days after the Contractor receives the work order from the City Official. Should the Contractor fail to complete the work within the time required (unexpected weather delays and holidays excepted), the City Official may withdraw the work order and reissued the order to an alternative contractor. In such case, the Contractor shall receive no payment for any work performed. In the event that the contractor submits an invoice for completed work and payment, and the work is found to be unsatisfactory to the City Official, and the original seven (7) calendar days have expired, the contractor will be given two (2) additional business days to correct the unsatisfactory work. No new work will be given until reissued work orders are corrected.

13. Each Contractor will provide all the following three (3) types of services: (a) cutting, mowing, and removal of grass and weeds; (b) removal of junk (not to include junk vehicles), debris, trash, rubble, fallen trees and limbs, low-hanging limbs (dead or living) or other material, and; (c) removal of brush, hedges and other obstructive vegetation not related to the first two types of services. The provision of any of these three services may also require the Contractor to remove a limited amount of rubble and debris in order to accomplish the work ordered. The Contractor should figure the cost of this additional work into the firm's bid under these specifications.

14. A Contractor shall not begin work prior to receiving a written work order from the City Official. The City will not pay for work performed prior to the City Official issuing a written work order to a Contractor for a specific location. The City will pay only for the scope of work described on the written work order.

15. The Contractor shall be responsible for prompt removal and disposal of all material creating the nuisance at an approved location. The Contractor shall bear all the costs, to include disposal fees, for the removal and disposal of all material creating the nuisance. This material includes without limitation: grass and weed clippings, tree limbs, other vegetation, trash, junk, debris, scrap, rubble, and the like. The Contractor should figure this additional cost into the firm's bid under these specifications. The Contractor shall maintain copies of all dumping and disposal tickets for one (1) year after contract termination and shall make these readily available for inspection by the City.

16. The Contractor shall supply, and bear all the costs related to, all labor, equipment, tools, materials and supplies needed to complete the work order and shall supply, and bear all the costs related to transportation to and from the job sites for its workers and equipment. The Contractor should figure these costs into the firm's bid under these specifications.

17. The Contractor shall photograph the work area immediately before and after the work is performed. The Contractor must submit the photographs, with date of work performed and address together with each invoice for services rendered together with a copy of the associated work order. Camera and development costs are the responsibility of the Contractor and should be calculated into the bid. Digital photographs are also acceptable. The before and after photographs shall be taken from the same location on the property and must document the areas where abatement activities occurred. The photographs shall also clearly document all material creating the nuisance removed from the premises. Where the work order requires cutting, mowing, and removal of grass and weeds, the before-work photographs must clearly show the measure of the grass and weeds in excess of twelve (12) inches in height prior to mowing; the after-work photographs must clearly show the measure of the grass and weed cut no lower than two (2) inches and no higher than four (4) inches. Failure to follow these photograph provisions may result in non-payment for the work completed.

#### **PAYMENT AND INSPECTION**

18. Upon completion of the work ordered, the Contractor shall provide the City Official with a written invoice together with a completed copy of the work order and the required photographs of the property. Payment for work pursuant to a work order shall be conditioned upon the Contractor's satisfactory performance and compliance with the terms and requirements of the Contract. No payment shall be made until the work is inspected and approved by the City Official. Upon completion of the work, the Contractor must notify the City Official and request an inspection. Failure to request an inspection may delay payment or may result in the City making no payment if the City Official in good faith cannot verify that the work was satisfactorily completed because of the Contractor's delay in making a request for inspection.

#### **GENERAL REQUIREMENTS**

19. **Independent Contractor.** The Contractor shall be an independent contractor of the City with regard to performing and preparing to perform the services specified in the Contract. Contractor agrees to conduct itself in a manner consistent with such status. The Contractor further agrees that the Contractor, its officials, principals, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the City by reason of the Contract. The Contractor, its officials, principals, agents and employees shall make no claim, demand or application for any right or privilege applicable to an official, agent or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

20. Capability. The Contractor must demonstrate that it has the resources and ability to field up to two (2) mowing crews to ensure the work is completed in accordance with the terms of the contract. The City will make the determination as to the Contractor's resources and ability.

21. Indemnification. Contractor and/or its insurer shall forever release, defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against, and will solely and exclusively bear and pay, any and all claims, suits, liabilities, losses, penalties and damages and the associated costs and expenses (including reasonable attorneys' fees, experts' fees and costs of investigation), arising from or relating to (a) the bodily injury to or death of any person or damage to real and/or tangible personal property caused by any willful or negligent act or omission of the Contractor or its employees, officers, agents, or representatives; (b) gross negligence or willful misconduct in any act, error, or omission by the Contractor or its employees, officers, agents or representatives in the performance of this Agreement. So much of the money due the Contractor under and by virtue of this Contract at the time a claim is made or a suit or action instituted may be retained and held by the City as indemnity bond. Such amount shall be forfeited in the event Contractor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

22. Insurance. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under these specifications, and such insurance has been approved by the Department. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been obtained and approved. Any sub-contractor employed or contracted by the Contractor shall have the same insurance requirements as the Contractor and shall provide to the City all required evidence of this insurance.

A. The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance as prescribed by the laws of the State of Oklahoma.

B. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as well as protect himself from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

i. Comprehensive General/Public Liability Insurance including, but not limited to, products liability:

- |   |             |
|---|-------------|
| 1. Bodily injury - each person                  | \$ 125,000  |
| 2. Property damage - each person                | \$ 25,000   |
| 3. Aggregate, Bodily injury and property damage | \$1,000,000 |

ii. Comprehensive Automobile Liability Insurance with the minimum liability as set out for Comprehensive General/Public Liability Insurance.

C. The policies of insurance required by this paragraph 22 shall be carried by insurance companies or indemnity carriers authorized to do business in the State of Oklahoma. The Contractor shall furnish certificates evidencing such insurance. The Contractor shall not allow the policies of insurance required by this paragraph to lapse during any term of the Contract. The Contractor shall not alter these policies' coverage nor change insurance companies or indemnity carriers without giving the City thirty (30) days prior written notice.

23. No Discrimination. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination certifying same to the City.

24. Sub-contracting. The Contractor shall not employ any sub-contractor on the work, or any portion of the work, without the prior written consent of the City.

25. Legal Compliance. The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Contract.

26. Termination for Convenience. The Contractor at all times shall satisfactorily perform all work obligations, terms, and conditions required under the Contract. The City may terminate any Contract made pursuant to this specification title, whether for cause or for no cause, upon ten (10) days written notice to the Contractor. During any time that a recommendation for termination a Contract is pending, the City Official in his or her discretion may suspend issuing work orders to the Contractor.

27. Time of the Essence. The Contractor shall provide all services provided under the Contract in a prompt and timely manner. Time is of the essence with respect Contractor's performance under the Contract.

CL22-001  
Bid Title: Nuisance Abatement  
DEPARTMENT/DIVISION: Neighborhood Services

Vendor Name: Veteran's Tree and Lawn, LLC  
(PLEASE COMPLETE ABOVE INFORMATION)

**Price Bid**  
(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 65.00

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents, such as descriptive literature.
5. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Corey Bowen, Neighborhood Services Division, at 580-581-3371 or [corey.bowen@lawtonok.gov](mailto:corey.bowen@lawtonok.gov).

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above  
**Veteran's Tree and Lawn LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**4113 SW Wendy Dr**

6 City, state, and ZIP code  
**Lawton, OK 73505**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	2	-	2	3	3	5	9	5	0	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ *[Handwritten Signature]*    Date ▶ **12 Aug 2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08-13-2021

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 have ADDITIONAL INSURED provisions or 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**Robert Brown Agency  
1038 NW 38th St  
Lawton, OK 73505**CONTACT**

NAME: James Huya, Agent Producer

**PHONE**

(A/C, NO, EXT): 580-699-3400

**FAX**

(A/C, NO): 580-699-3401

**E-MAIL**

ADDRESS: james.rbrown5@farmersagency.com

**INSURED**Veterans Tree and Lawn LLC  
4113 NW Wendy Dr  
Lawton, OK 73505**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3AA498177	08-12-21	08-12-22	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					AGGREGATE	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				PER STATUTE	OTHER \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Tree pruning, tree removal, stump grinding, lawn care, fence erection, tree trimming, edging, weed eating**CERTIFICATE HOLDER****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 Agent -

James Huya



# Neighborhood Services

212 SW 9<sup>TH</sup> STREET

Lawton, Oklahoma 73501

(580) 581-3467 FAX (580) 581-3510

[www.lawtonok.gov](http://www.lawtonok.gov)

## MEMORANDUM

**TO:** Julie Magness, Budgeting & Accounting Supervisor

**FROM:** Richard Rogalski, Deputy City Manager

**THRU:** Corey Bowen, Neighborhood Services Supervisor

**DATE:** August 27<sup>th</sup>, 2021

**SUBJECT:** Contract Bid Recommendation

Contract Name: **NUISANCE ABATEMENT**

Contract Number: **CL-22-001**

Recommendation to award bid to Looking Good Lawncare with a bid of \$60.00 and to Veteran's Tree and Lawn , LLC with a bid of \$65.00.

Current Vendors: Adult & Teen Challenge  
Yeshua Lawncare  
Joe's Backhoe Service LLC

If you have any questions, please let me know.

Thank You,  
Corey Bowen



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-473

**Agenda Date:** 9/14/2021

**Agenda No:** 17.

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**ITEM TITLE:**

Consider awarding contract (CL22-004) Precast Concrete Manholes (Large) to Primary Structure of Guthrie, OK.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The City of Lawton solicited bids for CL22-004 Precast Concrete Manholes (Large) on BidSync. One responsive bid was received and opened on August 24, 2021. After reviewing the bid, it is the department recommendation to award CL22-004 Precast Concrete Manholes (Large) to Primary Structure of Guthrie, OK. The vendor meets all specifications and price increases were minimal.

**EXHIBIT:** Department Recommendation, Abstract of Bids, Price Sheets

**KEY ISSUES:** Does the City of Lawton wish to award contract (CL22-004) Precast Concrete Manholes (Large) to Primary Structure of Guthrie, OK?

**FUNDING SOURCE:** Sewer Construction Division's Repair and Maintenance Account (7106501-51020)

**STAFF RECOMMENDED COUNCIL ACTION:** Award contract (CL22-004) Precast Concrete Manholes (Large) to Primary Structure of Guthrie, OK in the estimated amount of \$225,000 per year.



# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto:publicutilities@lawtonok.gov)  
Telephone 580-581-3405  
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street  
Shipping Address: 2100 South 6th Street  
Lawton, Oklahoma 73501

To: Maegan Dowlen, Contract Administrator  
From: Rusty Whisenhunt, Director of Public Utilities *WRH*  
Subject: CL22-004 Precast Concrete Manholes (Large)  
Date: August 27, 2021

It is recommended to award the contract for Precast Concrete Manholes (Large) to Primary Structure, Inc of Guthrie, OK. The vendor meets all requirements and price increases were minimal. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Sewer System Construction Division Repair and Maintenance Account (7106501-51020).

If you have any questions regarding this information, please contact me.



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4      FAX (580) 581-3438

---

## MEMORANDUM

To:            Rusty Whisenhunt, Director of Field Utilities  
From:         Maegan Dowlen, Contract Administrator *MD*  
Thru:         Julie Magness, Accounting and Budget Supervisor  
Subject:       CL22-004 – Precast Concrete Manholes (Large)

Enclosed please find the bids for CL22-004 – Precast Concrete Manholes (Large) following the bid opening on Tuesday, August 24<sup>th</sup>, 2021.

Please review the bids and send us your vendor recommendation for this contract as well as the Legistar number.

If you have any questions please contact Marcie Segó at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) and Maegan Dowlen at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Thank you,

Maegan



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4      FAX (580) 581-3438

August 5, 2021

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL22-004 PRECAST CONCRETE MANHOLES (LARGE)**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit for Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications
- Price Bid Sheet
- Company signature page

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original properly signed and notarized.
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00) properly signed and notarized.
- Department specs and Price Bid Sheet (with vendor's comments if applicable)
- Company signature page

Please submit (two copies) of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

**If you will require additional documents to be executed, such as service agreements etc., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.**

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 3<sup>rd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, email Marcie Sego, Buyer, at [marcie.sego@lawtonok.gov](mailto:marcie.sego@lawtonok.gov) or Maegan Dowlen, Contracts Administrator, at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Maegan Dowlen".

Maegan Dowlen, Contract Administrator  
Financial Services

## City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Marcie Sego, Buyer Marcie.sego@lawtonok.gov Maegan Dowlen, Contract Administrator Maegan.dowlen@lawtonok.gov	
Date Bid Typed: August 6, 2021	Dates Bid Advertised: August 7, 2021	No Bids Received After: August 24, 2021 2:00 P.M.	
Contract Number and Title: CL22-004 PRECAST CONCRETE MANHOLES (LARGE)		Requirements-type Contract: YESX	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Primary Structure, Inc. / Austin Stewart		Reason for No Bid:	
Mailing Address: 1225 E. Seward Rd. Guthrie, OK		Terms:	
City: Guthrie State: OK Zip: 73044	Delivery: Unit prices include delivery		
Area Code and Phone Number: 405-260-0823	FAX Area Code and Phone Number: 405-260-1803		
Federal Employer identification Number or Social Security Number 73-1439639			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Austin Allan Stewart

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Primary Structure, Inc.  
Address: 1225 E. Seward Rd.  
Guthrie, OK, 73044  
(City, State, Zip)  
Phone: 405-260-0823

SIGNATURE OF AUTHORIZED AGENT  
Austin Stewart / Project Manager  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 21 day of August, 20 21

Emily Stewart  
Notary Public  
My Commission expires: 4/14/25



INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11

**GENERAL CONDITIONS FOR BIDDING REQUIREMENTS  
CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,  
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE  
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID  
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
  1. Award by individual item, group of items, all or none, or a combination thereof.
  2. Award based upon a geographical district basis with one or more suppliers.
  3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to

quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the bidder/vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.

27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind,

including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
  - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
  - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate

showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or

physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.

39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
- b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
- c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.

42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.

43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate

promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

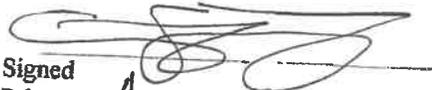
STATE OF Oklahoma

COUNTY OF Comanche

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Primary Structure, Inc.  
Business Name / Contractor Name

Signed   
Print Austin Stewart

Attested to before me this 21 day of August 2021.

Emily Stewart  
Notary Public

My Commission Expires April 14 / 2025.



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

## CITY OF LAWTON SPECIFICATION

**SPECIFICATION TITLE: Precast Concrete Manholes (Large)**

**DELIVERY: City of Lawton, FOB to specified location at time of order.**

**DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.**

**DESCRIPTION:**

- a. If bidder is bidding an item other than that which is shown, the bidder must include, with their bid, a complete, written specification of the item they are bidding, verifying the item they are bidding is equal to or better than the item shown in the bid packet.
- b. The following specifications are the minimum acceptable standards for the item(s) shown above.
- c. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- d. Failure to annotate deviations may cause bid to be deemed as non-responsive.

### SPECIFICATION FOR: **Precast Concrete Manholes**

	DESCRIPTION	COMPLY	
		Y	N
1.	All materials and products used, and all final delivered precast manhole components shall conform to the City of Lawton Technical Specifications and City of Lawton Engineering Division standard details or as listed here.	✓	
2.	Required submittals include shop drawings and product data for the various items bid.	✓	
3.	Precast concrete manholes shall be fabricated in accordance with the most current requirements of ASTM C478. Concrete having a minimum 4000 psi (28 day) compressive strength shall be used.	✓	
4.	In accordance with Section 700 of the Technical Specifications, a materials test report is required for the Portland Cement concrete used.	✓	
5.	A brush or spray applied interior corrosion resistant coating is NOT required for any structure provided under this contract.	✓	
6.	When specifically requested, 2 coats of 8 dry mil thickness coal tar epoxy shall be applied. Tnemec or Carbolite or approved equal.	✓	
7.	When specifically requested, a powdered crystalline waterproofing concrete admixture shall be incorporated into the concrete mix design at a rate recommended by the admixture manufacturer. The crystalline waterproofing concrete additive shall be Xypex C-1000R or equal as approved by the City Engineer.	✓	

Bid Sheet for: Large Precast Concrete Manholes  
 Contract Number: \_\_\_\_\_  
 Department: Sewer Construction  
 Vendor Name: Primary Structure, Inc.

### Price Bid

Must be completed and returned with the bid

Item	Description	Quantity/Unit	Unit Price (each)
1	Manhole base, 8' diameter, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 478C	20 each	\$5,023.00
2	Manhole base 6' diameter, w/bench; height = 0' to 8', specified when ordered; w/openings for max 48" pipe per ASTM 478C	35 each	\$2,337.00
3	Manhole riser section, 4' diameter extra depth at \$ per foot	100 vertical ft	\$85.00
2	Manhole riser section, 8' diameter extra depth at \$ per foot	15 vertical ft	\$384.00
3	Manhole riser section, 6' diameter; depth at \$ per foot	150 vertical ft	\$207.00
4	Manhole reducer riser, 8' to 6' diameter; minimum 11" thick	30 each	\$495.00
5	Manhole reducer riser, 6' to 4' diameter; minimum 11" thick	40 each	\$390.00
6	Manhole cone section, 4' diameter, height=3.0' to	70 each	\$250.00
7	Manhole flat top, 4' diameter, height=0' to 2' in 6" increments	12 vertical feet	\$320.00
	Pipe gasket 8", A-Lok or approved equal	8 each	\$56.00
	Pipe gasket 10", A-Lok or approved equal	8 each	\$70.00
8	Pipe gasket 12", A-Lok or approved equal	8 each	\$84.00
	Pipe gasket 27", A-Lok or approved equal	8 each	\$189.00
9	Pipe gasket 48", A-Lok or approved equal	50 each	\$480.00
10	Pipe gasket 54", A-Lok or approved equal	20 each	\$540.00
11	Manhole base, 8'x8' box, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 1433	10 each	\$6,900.00
12	Manhole base, 7'x7' box, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 1433	10 each	\$6,300.00
13	Transition piece to round riser, 6' diameter	10 each	\$870.00
14	Coal Tar Epoxy - 2 coats applied	3,000 vertical feet	See Note 1
15	Xypex C-1000R (or equal) waterproofing concrete admixture - 60 pound pail	10 each	\$190.00
<b>As per specifications attached.</b>			

All manhole bases should be built as per City of Lawton Standard Details, all components shall conform to ASTM 478C.

**Notes:**

- As per accompanying specifications
- This is a requirements contract.
- There are no insurance requirements for this contract.
- Please submit two copies of any additional documents such as descriptive literature, if applicable.

Note 1:

4' ID: \$33 per VF  
 6' ID: \$62 per VF  
 8' ID: \$86 per VF

**Items to be delivered as agreed upon.**

Product data for an "or Equal" request on any item should be submitted with the bid

Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.

Bidder understands that the City of Lawton reserves the right to reject any and all bids and to waive any informality in the bidding.

If you have any questions please contact Beth Petrich at (580) 581-3405.

Bid Provided by:

<u>Primary Structure, Inc.</u>	<u>Austin Stewart</u>	<u>8/21/21</u>
Company Name	Representative	Date

C: 405-312-3985

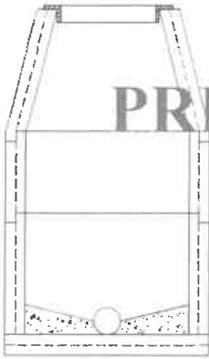
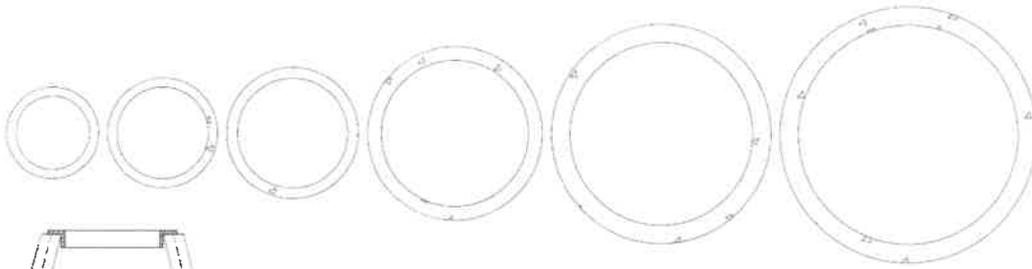
O: 405-260-0823

405-260-1803

Phone Number

Fax Number

Primary Structure Inc.  
Structure Design Guide



**PRIMARY STRUCTURE INC.**

est. 1994

1225 E. Seward Road

Guthrie, OK 73044

405-260-0823

## Disclosure

This document has been prepared by Primary Structure Incorporated.

X Austin Stewart

Austin Stewart  
Project Manager

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## General Overview

Primary Structure manufactures pre-cast concrete structures for underground utility construction, primarily manholes. This includes, but is not limited to, construction in sanitary sewer lines, storm sewer lines (drainage), and water lines. Our work is mostly within the state of Oklahoma but our product has also been used in Arkansas, Missouri, Texas, New Mexico, and Kansas. Our goal is to create a product that makes field installation as simple as possible and meets all field test requirements. All manholes are built in accordance with the standard specification ASTM C 478.

Lifting: All four foot inside diameter manhole bases, wall sections, and conical tops have lifting inserts poured into them. These inserts are manufactured by MA Industries and the drawing for them can be seen in Appendix A.1.

A lifting eye is then used in the insert and used to pick up the manhole section. The lifting eyes are manufactured by Press Seal Gasket Corporation. Each lifting eye has a load capacity of 3,600 pounds when lifting at 90 degrees. NEVER PICK UP MORE THAN ONE PIECE AT A TIME. Picking up a base with a conical or wall section stacked on top could result in the stack flipping over. This could cause severe injury or even death. The lifting eye has two keys on the end that fit into a keyway on the lifting insert. ONCE INSERTED, TWIST THE LIFTING EYE AND PULL IT STRAIGHT TOWARD YOU. This sends the keys on the lifting eye into a secondary keyway in the lifting insert to lock in the lifting eye. This is to prevent the lifting eye from coming out of the insert while lifting. Reference Appendix A.2 to see correct lifting methods.

Manhole base and wall sections above four foot inside diameter do not use a lifting insert and lifting eye. CONAC a-anchors are used for lifting larger diameter manholes. They are recessed in the manhole wall. The appropriate size and quantity of a-anchors are used according to the weight of each manhole section. See appendix A.3 for more information.

Gaskets: Primary Structure utilizes a tongue and groove with an o-ring type gasket at all wall joints. All rubber o-rings are in accordance with ASTM C 443. These ensure that the manhole will be leak free and produce a good vacuum test. The o-ring gaskets are manufactured by Vertex Inc. Alok Gaskets are used at all pipe penetrations to create a water-tight seal. Alok gaskets are poured into the wall of the manhole according to elevations specified in the project plans. Alok gaskets are manufactured by ALOK. Refer to Appendix B.1 for more information on Alok and o-ring gaskets.

Lubricant: The lubricant used for manhole assembly is manufactured by MA Industries. This lubricant can be used for all aspects of the manhole assembly. Refer to Appendix B.2 for lubricant information.

## Assembly

### Base Section:

Once the subgrade is compacted to plan specifications, the base section can be placed. Center chains are preferred to set each section of the manhole to allow for the piece to rotate to the desired degree. Before beginning the procedure steps below: ENSURE ALL ALOK SURFACES, SPIGOT SURFACES, AND O-RING GROOVE SURFACES ARE CLEAN AND FREE FROM OBSTRUCTIONS SUCH AS DIRT OR GRAVEL. See procedure steps below.

### Base Section:

1. Lube alok gasket for the downstream pipe penetration.
2. Lube the downstream pipe.
3. Stab pipe into the alok gasket following methods in Appendix B.1: Aloks and O-Ring Gaskets.
4. Repeat steps 1 through 3 for the upstream pipe penetration.
5. Lube the o-ring gasket, o-ring groove, and the spigot of the base section.
6. Gently work the o-ring gasket into the groove.

### Wall Section:

ENSURE THE BELL, SPIGOT, AND O-RING GROOVE ARE CLEAN AND FREE FROM OBSTRUCTIONS SUCH AS DIRT OR GRAVEL. See procedure steps below.

1. Lube the bell of the wall section.
2. Place the wall section gently and straight down on top of the base section. The wall should slide down and make a flush joint from its own weight. DO NOT PUSH DOWN ON THE WALL IF IT DOES NOT SLIDE DOWN FLUSH. This could cause damage to the wall or base and make the joint unable to pass a vacuum test.
3. Perform steps 5 and 6 of the base section procedure.

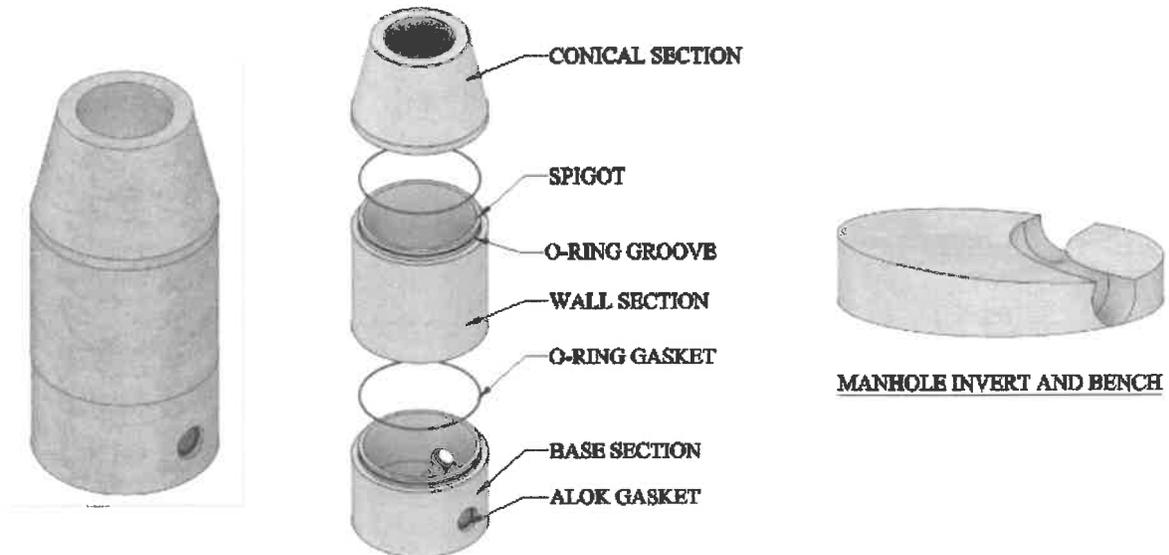
### Conical Section / Flat Slab Top:

ENSURE THE BELL, SPIGOT, AND O-RING GROOVE ARE CLEAN AND FREE FROM OBSTRUCTIONS SUCH AS DIRT OR GRAVEL. See procedure steps below.

1. Perform steps 1 and 2 of the Wall Section procedure.

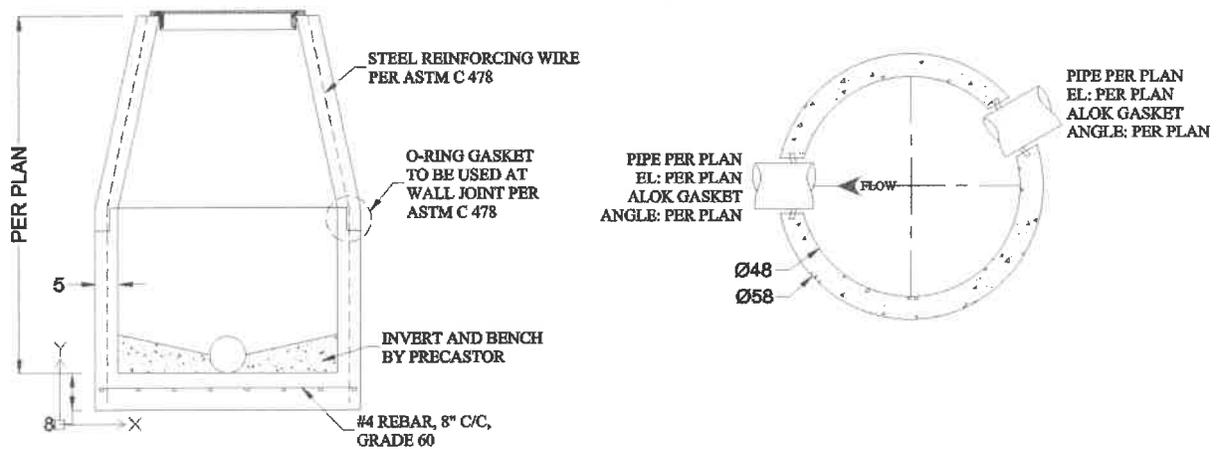
## Drawings and Details

### Manhole Assembly:



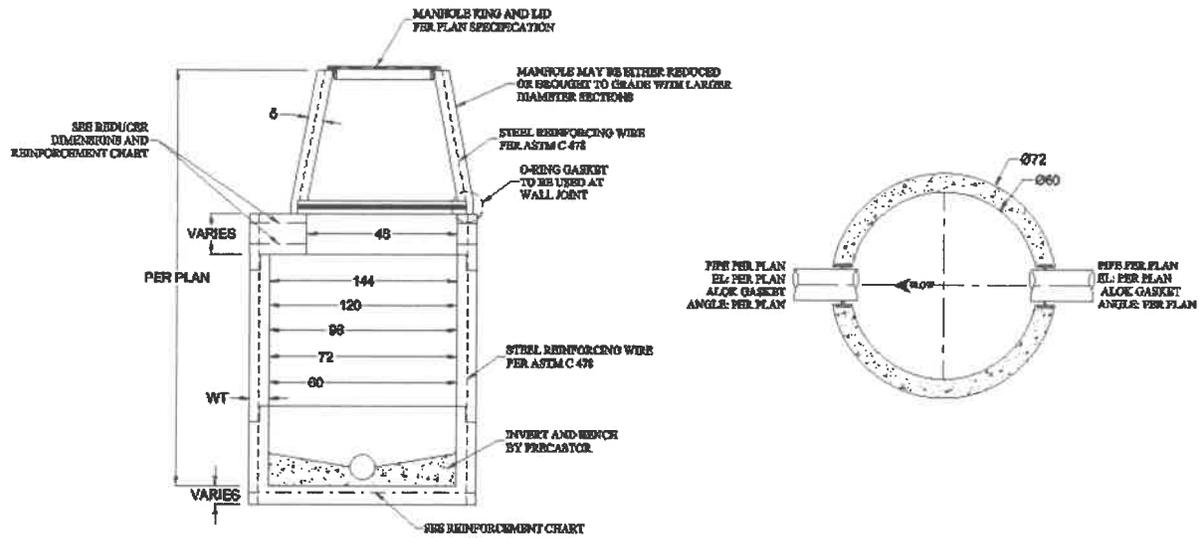
Flow channels pass through the center of the manhole.

### Four Foot Inside Diameter Manhole



(Generic 4' Manhole Shop Drawing)

## Five to Twelve Foot Inside Diameter Manhole



(Generic 5'-12' Manhole Shop Drawing)

### Dimensions:

Inside Diameter (ft)	4	5	6	8	10	12
Wall Thickness (in)	5	6	7	9	11	12
Slab Thickness (in)	8	8	10	12	12	12

Typically larger diameter manholes transition to four foot inside diameter sections. Primary Structure manufactures reducers to transition from any diameter to the desired size.

### Steel Reinforcement:

Six foot inside diameter manholes and up have more reinforcement than a four and five foot manhole. The chart below indicates the reinforcement in each size manhole.

Steel Reinforcement

ID (ft)	Steel Wire Reinforcement	Steel Wire Type	Steel Wire Thickness	#4 Rebar Hoops	#4 Vertical Bars	Floor Slab Rebar
4	1 Cage	3 x 6 x W3 x W2.5	.194			#4 (8" Centers)
5	1 Cage	3 x 6 x W3 x W2.5	.194			#5 (8" Centers)
6	2 Cages	3 x 6 x W3 x W2.5	.194			#5 (8" Centers)
8	2 Cages	2 x 8 x D3 x W2	.194	18" Centers	18" Centers	2 Mats #5 (8" Centers)
10	2 Cages	2 x 8 x D3 x W2	.194	18" Centers	18" Centers	2 Mats #6 (8" Centers)
12	2 Cages	2 x 8 x D3 x W2	.194	15" Centers	18" Centers	2 Mats #6 (8" Centers)

The reinforcement and solid slab thickness of the reducers and flat tops also vary with the manhole size. See the tables below.

Reducer Dimensions and Reinforcement

ID (ft)	Slab Thickness (in)	Bottom Rebar Mat	Top Rebar Mat
5	13	#5 (8" Centers)	#4 (10" Centers)
6	14	#6 (8" Centers)	#5 (8" Centers)
8	15	#6 (8" Centers)	#6 (10" Centers)
10	18	#6 (10" Centers)	#6 (10" Centers)
12	18	#6 (10" Centers)	#6 (10" Centers)

Flat Slab Tops

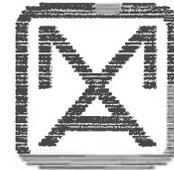
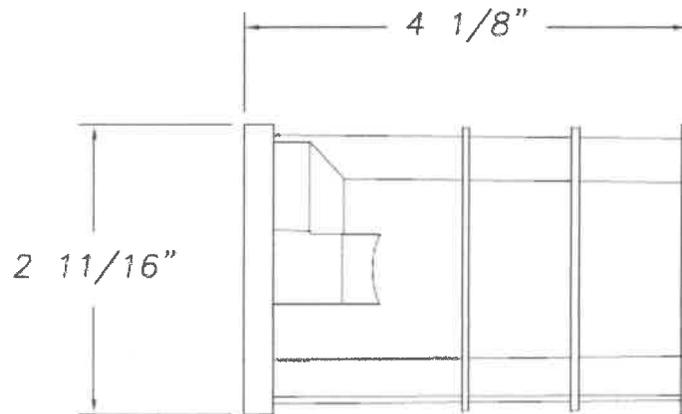
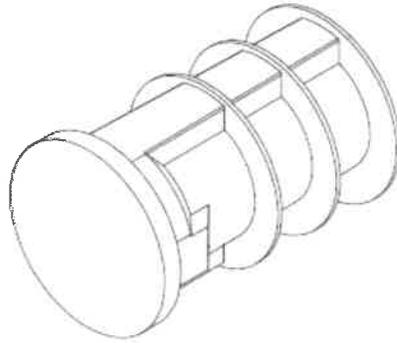
ID (ft)	Slab Thickness (in)	Bottom Rebar Mat	Top Rebar Mat
4	8	#4 (6" Centers)	
5	8	#5 (8" Centers)	
6	8	#5 (8" Centers)	#4 (8" Centers)
8	8	#6 (8" Centers)	#5 (10" Centers)
10	12	#6 (8" Centers)	#6 (10" Centers)
12	12	#6 (8" Centers)	#6 (10" Centers)

All flat slab tops are built in accordance with ASTM C 478. Refer to Appendix C for more information about the rebar and steel wire.

# Appendix A.1

004-740

Lift Insert



**M . A . I N D U S T R I E S , I N C .**

P.O. Box 2929, 303 Dividend Dr. • Peachtree City, GA 30268 • Phone (770) 487-7761 • Molding Sales Fax (770) 487-1492 • Corporate Fax (770) 631-4679  
APPENDIX A, PEACHCITY      REVISED      DATE 08/28/11

## Appendix A.2

## MANHOLE LIFT SYSTEM

System for precast concrete production



Press-Seal Corporation can provide customized design guidelines to the precaster for the use of the lift system with their particular product line and for its theoretical load capacity for both tensile and shear forces.

### What It Is

A safe and easy method of placing precast concrete structures in the field with customized design guidelines to fit any producer's processes.

### Design Criteria

- The lift inserts are designed in accordance with ASTM C 890 for four times the maximum load.
- Each lift eye is designed, rated and tested to a lift capacity of 3,600 pounds (1640 kg) with a factor of safety of five.
- The maximum weight of a product for a two-lift eye system is 7,200 pounds (3280 kg).

### CAUTION:

The precaster is advised that the Lift System is designed to be used only with concrete that has achieved 4000 psi (11,730 kg/sq. cm) minimum concrete compressive strength. Also, lift insert positioning is critical for the safe and successful performance of this system. As a service to its customers, Press-Seal can recommend insert locations and maximum lift capacity for the system based on the product's geometric configuration and material properties. When supplied, these designs will incorporate appropriate safety factors for lifting devices.

Obtaining critical manufacturing strengths and tolerances, however, is beyond the capability and responsibility of Press-Seal Corporation.

Press-Seal believes all information is accurate as of its publication date. Information, specifications, and prices are all subject to change without notice. Press-Seal is not responsible for any inadvertent errors. Copyright 2019.

Phone: 800-348-7325  
Fax: (280) 438-1908

**PRESS-SEAL CORPORATION**  
*Protecting Our Planet's Clean Water Supply*  
ISO 9001: Registered • Member 94.05.05.123

Email: [sales@press-seal.com](mailto:sales@press-seal.com)  
Web: [www.press-seal.com](http://www.press-seal.com)



# MANHOLE LIFT SYSTEM

## Design Criteria

### Installation Instructions

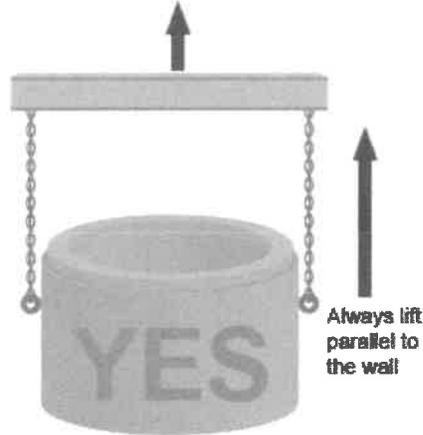
- Insert a lift eye into each insert.
- Turn the lift eye 90 degrees to the vertical position to lock it in place.
- Place hooks in lift eyes and lift.

### Design Criteria

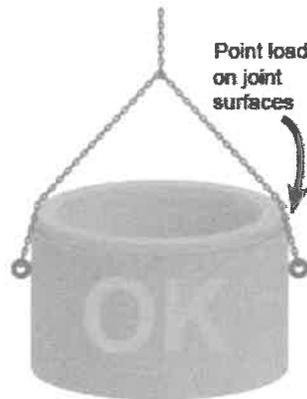
Manhole components are delivered to the field with all inserts installed and positioned for quick lifting and installation.

The lift system works best when inserts are placed perpendicular to the wall with the lift parallel to the wall. This method insures a safe lift and does not damage the product. Special designs can be provided for product made with more than two lift inserts.

### DO'S AND DON'TS



Spreader Bar Lift



Single Point Lift



Not Permitted

PRECAST SUPPLIES, MACHINES & ACCESSORIES



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Fax: (260) 438-1008

**PRESS-SEAL CORPORATION**  
Protecting Our Planet's Clean Water Supply  
REG. 6887 - Registered - Volume 64, No. 18, 132

Email: [sales@press-seal.com](mailto:sales@press-seal.com)  
Web: [www.press-seal.com](http://www.press-seal.com)

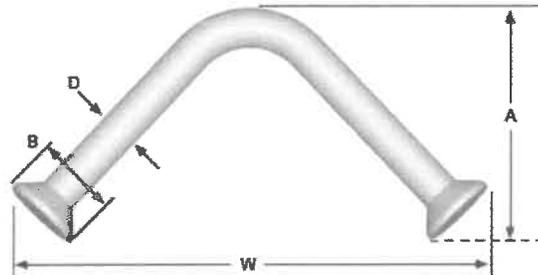
## Appendix A.3

LIFTING SYSTEMS

# A-ANCHOR



### 14 AND 18 MM A-ANCHORS



PRODUCT CODE	SLAB MIN. 90°	SWL TENSION	SWL AT 90° SHEAR	END DISTANCE
4CA12	4"	2,600	4,900	
4CA14	4"	3,500	5,400	9"
5CA14	5"	5,500	8,500	10"
5CA18	5"	6,000	9,300	10"
6CA14	6"	6,500	10,100	12 1/2"
6CA18	6"	7,500	11,600	12 1/2"
8CA18	8"	13,000	20,000	15 1/2"

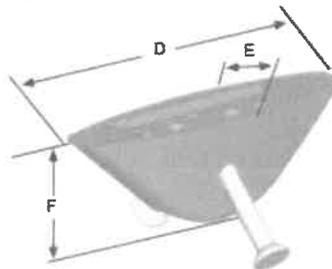
PRODUCT CODE	DEPTH (A)	ANCHOR WIDTH (W)	BODY DIA. (D)	BASE DIA. (B)	PANEL DEPTH
4CA12	3-1/4"	5-1/8"	1/2"	1-3/16"	4"
4CA14	3-1/8"	6-5/16"	9/16"	1-3/16"	4"
5CA14	3-3/4"	8-1/4"	9/16"	1-3/16"	5"
5CA18	3-3/4"	8-11/16"	11/16"	2"	5"
6CA14	4-3/4"	10-9/16"	9/16"	1-3/16"	6"
6CA18	4-3/4"	9-1/16"	11/16"	2"	6"
8CA18	6-3/4"	12-1/4"	11/16"	2"	8"

Note: Safe working Load provides a factor of safety of approximately 4:1 based on a minimum concrete strength of 4,000 psi. For use as pulling iron load maybe increased by 33% with 3 to 1 Safety Factor.

CONAC A-Anchors are available in Stainless Steel 316 upon request.

### A-ANCHOR RUBBER RECESS FORMERS

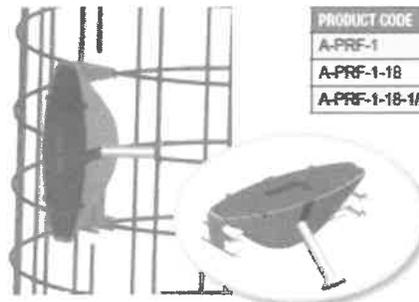
The A-Anchor Rubber Recess Formers are manufactured in 90° angles. The recess former properly sets the top of the anchor 3/4" below the surface of the concrete.



PRODUCT CODE	D	E	F	COLOR
CRRF0014	9"	3"	3.25"	Red
CRRF0018	9"	3"	3.25"	Black
CRRF0014-4	9"	3"	4"	Yellow
CRRF0018-4	9"	3"	4"	Green

### A-ANCHOR PLASTIC RECESS FORMERS

A-Anchor single use plastic recess formers attach to mesh or rebar cages. Patent # 8,024,896



PRODUCT CODE	D	E	F	QTY/BOX
A-PRF-1	9"	3"	3-1/4"	130 PCS
A-PRF-1-18	9"	3"	3-1/4"	130 PCS
A-PRF-1-18-1/2	11"	4-1/8"	4"	80 PCS

## Appendix B.1

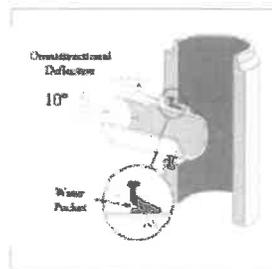


The Company With Connections

**INCOMPARABLE PIPE-TO-MANHOLE CONNECTORS FOR SANITARY SYSTEMS****X-CEL**

### ● A•LOK X-CEL

Designed to produce a guaranteed watertight seal between pipe and concrete, the A•LOK X-CEL flexible pipe-to-manhole connector provides maximum performance on the job site. Its unique design not only saves valuable project time, but also ensures longevity and offers unsurpassed environmental benefits.



A•LOK X-CEL connectors prevent infiltration and ex-filtration into wastewater or stormwater systems, and are installed in the precast structure in a way that does not require coring or placement after the base component is cast. This eliminates residual waste from coring, disposal of the slugs or wasted raw material utilization or energy. Once cast-in, the connector becomes an integral component of the structure wall.

Based on the traditional A•LOK connector, the X-CEL's enhanced features improve performance. Take the patented "water pocket" for example, which utilizes the untapped pressure of ground water to exert a clamping force around the connector and pipe, allowing the connector to perform in deeper installations.

Demonstrated in tests higher than 15 psi of hydrostatic water pressure, the X-CEL's unique design provides 45 percent more rubber contact with the pipe, allowing for greater pipe deflection.

### ● MATERIAL

Molded or extruded from compounds formulated for wastewater applications and engineered to conform to the requirements of section 4.1.1 of ASTM C-923, the standard rubber connector is available in alternative compounds upon request. Contact an A•LOK representative regarding special applications, such as the presence of hydrocarbons.

### ● KEY ADVANTAGES

The A•LOK X-CEL offers distinct advantages for engineers, specifiers, precasters and municipalities. An enhanced profile gives the connector 45% greater rubber contact with the pipe, thus allowing the pipe to be deflected in excess of 10 degrees of omnidirectional deflection, all the while maintaining a watertight seal. These enhancements allow more flexibility to compensate for pipe shear due to settlement or ground movement.

### ● KEY ADVANTAGES (continued)

On larger-diameter pipe, where size prohibits a gasket from being installed in a flat plane, the X-CEL can be configured for casting in a curve with the connector staying perpendicular to the center line of the pipe. Discovered through years of extensive research and development, the configurations cause no loss of compression or deflection.

Functioning on pure compression, the X-CEL allows for fast and easy field installation. After the connector and pipe are cleaned and lubricated, the pipe is simply centered in the connector and inserted. Backfilling can be done immediately, thus enhancing project safety and overcoming the typical problems of water, running sand and other unstable trench conditions.

For Specifiers, the X-CEL connector offers a guaranteed solution to the age-old containment system problem of the best way to connect pipes and concrete structures. Precasters using X-CEL connectors experience increased satisfaction due to their ability to offer a complete watertight, guaranteed product, while municipalities that install X-CEL will ultimately spend less on road repair by avoiding the possibility of pot/sink holes that are often the result of leaking, non-connected, systems.

### ● PRODUCT REFERENCES

#### A.) ASTM C-923

Resilient Connector Between Reinforced Concrete Manholes Structures, Pipe and Laterals.

#### B.) ASTM C-1244

Standard Test Method For Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test

#### C.) ASTM C-478

Standard Specification for Precast Reinforced Concrete Manhole Sections

#### D.) ASTM C-1644

Standard Specification for Resilient Connectors Between Reinforced Concrete On-Site Wastewater Tanks and Pipes

### ● PERFORMANCE STANDARD

The A•LOK X-CEL guaranteed Connector meets or exceeds all material and test requirements outlined in ASTM C-923: "Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals" and ASTM C-1644: "Resilient Connectors Between Reinforced Concrete On-Site Wastewater Tanks and Pipes".

Molded or extruded from compounds formulated for wastewater applications, the standard rubber connector is engineered to conform with the requirements of section 4.1.1 of ASTM C-923. Alternative compounds are available upon special request.

## PERFORMANCE STANDARD (continued)

### RESILIENT TEST REQUIREMENTS OF A.S.T.M. C-923

TEST	RESULTS	ASTM METHOD
Chemical resistance 1 N Sulfuric acid 1 N Hydrochloric Acid	no weight loss no weight loss	at 22°C for 48h
Tensile strength	1200 psi or 8.5 MPa, min	D 412
Elongation at break	350% min.	
Hardness	±5 from mfg's. specified hardness	D 2240 (Shore A durometer)
Accelerated over-aging	decr. of 15%, max. of original tensile strength, decr. of 20% max. of elongation	D 573, 70±1°C for 7 days
Compression set	decr. of 25%, max. of original deflection	D 395, Method B, at 70°C for 22h
Water absorption	increase of 10%, max. of original by weight	D 471, immerse 0.75 by 2-in. or 19 by 25-mm specimen in distilled water at 70°C for 48h
Ozone resistance	rating 0	D 1171
Low-temp brittle point	no fracture at -40°C	D 746
Tear resistance	200 lbf/in. or 34 kN/m	D 624, Method B

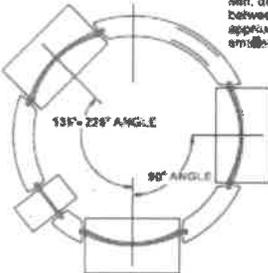
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## DIMENSIONAL DATA

**A\*LOK X-CEL Cross Sections / Pipe Size OD's**

	92 Molded Series 4.25" - 7.25"		94 Extruded Series 30.00" - 59.50"
	93 Molded Series 8.50" - 13.00"		95 Extruded Series 60.00" - 87.50"
	93 Extruded Series 13.25" - 29.00"		Larger Sizes Available upon Special Request

Min. distance between pipes is approx. 5 the smallest pipe OD



**MAX. PIPE SIZE OD's**

Manhole Diameter	125° - 225° Pipe Angle	90° Pipe Angle
42"	26.5"	22.0"
48"	31.5"	25.0"
60"	42.0"	32.0"
72"	52.5"	38.0"
84"	59.5"	44.0"
96"	73.5"	50.0"
108"	76.0"	56.0"
120"	87.5"	62.0"

## PRODUCT SPECIFICATIONS

A flexible pipe to manhole connector shall be used whenever a pipe penetrates into a precast concrete manhole or structure. The connector shall be the A\*LOK X-CEL CONNECTOR as manufactured by A\*LOK PRODUCTS, INC., Tullytown, PA, or approved equal.

The design of the connector shall provide a flexible, watertight seal between the pipe and concrete structure. The connector shall assure that a seal is made between:

(1) The connector and the structure wall by casting the connector integrally with the structure wall during the manufacturing process in a manner that it will not pull out during pipe coupling. The connector shall also be capable of being cast into a round structure by curving the connector in a manner that allows it to remain centrally located within the structure wall and perpendicular to the pipe. This configuration will result in no loss of seal or deflection of pipe entering a concrete structure.

(2) The seal between the connector and the pipe shall be made by the compression of the connector between the outside circumference of the pipe and the interior hole opening of the structure. The connector shall be the only component to affect the seal between the pipe and structure.

The connector shall be made from materials that conform to the physical and chemical requirements outlined in Section 4, "Materials and Manufacture" of ASTM C-923 Standard Specification for Resilient Connectors between Reinforced Concrete Manhole Structures, Pipes, and Laterals, and the overall design will meet or exceed Section 7, "Test Methods and Requirements" of ASTM C-923.

The connector shall be sized specifically for the type of pipe being used and shall be installed in accordance with the recommendations of the manufacturer.

## INSTALLATION INSTRUCTIONS

Experience has shown that successful performance of this product depends on proper plant installation, as well as the backfill and the care in the field installation of the manhole or wastewater structure and connecting pipes.

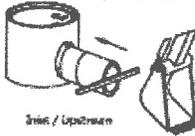
**STEP 1:**  
Confirm that the pipe surface is smooth, clean and free of foreign materials, chips, gouges and form scars due to manufacturing or handling. Slightly bevel any sharp or blunt edges caused by the cutting of the pipe.



**STEP 2:**  
Lubricate the connector and the entire section of the pipe that will be inserted into the connector. The chart below lists A\*LOK's minimum lubrication length "L".

PIPE SIZE	MIN. LUBRICATION LENGTH "L"
4" - 12"	12"
14" - 18"	18"
20" & Larger	24"

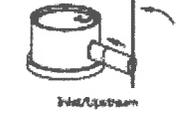
**STEP 3:**  
Center the pipe and connector square to each other and insert the pipe into the connector using a bar or back hoe depending on the size. Once the pipe is coupled with the connector, deflect the structure or pipe to achieve the proper angle.



**NOTE:**  
To find approximate subgrade, measure from the outside base of the structure to the junction of the connector and for spot. Then add the wall thickness of the pipe plus 1/4 inch.



**WARNING:**  
To assure the A\*LOK Premium™ Connector remains a flexible watertight connector, the A\*LOK Product, Inc. strongly recommends that no mortar be placed between the pipe and wall of the concrete structure. The use of mortar in this area would decrease the effectiveness of the connector to compensate for stress caused by settlement or ground movement.



**CAUTION:**  
When installing pipe stubs for future positive installation, all stubs must be properly restrained to prevent any movement by means other than the A\*LOK Premium™ Connectors.





3956 Mogadore Industrial Parkway  
Mogadore, Ohio USA 44260-1201

330-628-6230  
Fax 330-628-6231  
www.vertexseals.com

## COMPOUND TEST SPECIFICATIONS 2017 PRIMARY STRUCTURES O-RING GASKETS

**RECIPE: 40 C361/443      BASE POLYMER: Polyisoprene**

All extruded O-ring Gaskets produced for Primary Structures utilizes synthetic rubber compound that meets or exceeds:

### ASTM C-361 and C-443 (C1619 Class A & C)

<u>METHOD</u>	<u>SPECIFICATION</u>	<u>REQUIRED</u>	<u>AVG. OBTAINED</u>
D-412	Tensile, psi, min.	2300	2460
D-412	Elongation, %, min.	425	535
D-2240-A	Durometer, hardness	35 - 45	41
D-395-B	Compression Set, % max, 22h @ 70°C	20	16.8
D-573	Accelerated aging oven, 96h @ 70°C		
	Tensile max. %	-15	- 7.8
	Elongation max. %	-20	- 12.9
D-471	Water Immersion 48h @ 70°C, % vol. incr.	+5 max	3.1
D-1149	Ozone resistance 72h @ 40°C, 20% stretch, 50 ppm	no cracks	no cracks

  
William C. Andrick  
Vertex, Inc.

March 2, 2017

"Home of the Verite® Seal"



ISO 9001:2008 (WIDESIGN)



## Appendix B.2

*M.A. Industries*

# PGS 82 • PGS 84-40 • PGS 87N PIPE JOINT LUBRICANTS



### PGS 82 SEMI SUB AQUEOUS

Improve jointing of rubber gasketed concrete, asbestos, plastic, or clay pipe with PGS 82 Pipe Joint Lubricant.

PGS 82 can be applied in wet or dry conditions and spreads easily on the pipe surface to produce an excellent seal in subsequent applications.

PGS 82 has excellent shelf life and is used at an approximate rate of 45 pounds per 100 joints of 48 inch pipe. Consistency is stable from -10° to 50°F. Available in 5 gallon, 3-1/2 gallon and 1 gallon pails.



### PGS 84-40 SUB AQUEOUS

Improve jointing of rubber gasketed concrete, asbestos, plastic, or clay pipe with PGS 84-40 Pipe Joint Lubricant.

PGS 84-40 can be applied in wet or dry conditions and spreads easily on the pipe surface to produce an excellent seal in subsequent applications.

PGS 84-40 has excellent shelf life and is used at an approximate rate of 45 pounds per 100 joints of 48 inch pipe. Consistency is stable from -10° to 50°F. Available in 5 gallon, 3-1/2 gallon and 1 gallon pails.

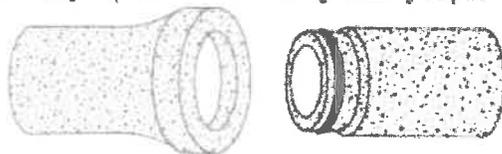


### PGS 87N VEGETABLE BASE (NSF APPROVED)

Improve jointing of rubber gasketed concrete, asbestos, plastic, or clay pipe with PGS 87N Vegetable Based Pipe Joint Lubricant.

PGS 87N can be applied in wet or dry conditions and spreads easily on the pipe surface to produce an excellent seal in subsequent applications.

PGS 87N has excellent shelf life and is used at an approximate rate of 45 pounds per 100 joints of 48 inch pipe. Consistency is stable from -10° to 50°F. Available in 5 gallon, 3-1/2 gallon and 1 gallon pails.



### PGS 82 • PGS 87N • PGS 84-40

#### Application and Installation Instructions

1. Joint lubricant is ready to use as it comes from the container. Do not in any way alter the consistency.
2. Clean both the inside surface of the bell and outside surface of the spigot.
3. If O-Ring Gasket is being used, lubricate gasket thoroughly before positioning in recess. If Profile gasket is being used, position gasket in recess or offset and lightly lubricate only exposed area of gasket.
4. Thoroughly lubricate inside surface of the bell and outside surface of the spigot.
5. Align pipe to be coupled as straight as possible to the receiving bell. The pipe is now ready to be pushed home using an approved coupling method.
6. Joint lubricant is formulated to attain the maximum amount of coverage from a reasonable amount of lubricant used. Insure that all necessary sliding surfaces are cleaned and properly lubricated and that the gasket is also lubricated.

**Call Our Customer Service Department for  
Additional Information or to Place Your Order.  
Toll Free: 1-800-241-8250**



**M.A. INDUSTRIES, INC.**  
*Quality Products Through Creative Research*

P.O. Box 2322, 303 Dividend Dr., Peachtree City, GA 30269 • Phone: (770) 487-7761 Molding Sales Fax: (770) 487-1482 • Corp. Fax: (770) 631-4679

#### Usage: Pounds per Joints\*

PIPE SIZE	PGS 82 PGS 87N PGS 84-40 PIPE JOINT LUBRICANT
8"	8
10"	10
12"	12
15"	14
18"	17
21"	20
24"	23
27"	27
30"	31
36"	35
42"	40
48"	45
54"	52
60"	59
66"	67
72"	75
78"	83
84"	91
90"	99
96"	107

\*The pounds per 100 joints listed are based on normal installation conditions. These figures can range higher or lower, depending on applicator procedure and type of pipe being used.

## Appendix C



January 27, 2021

To Whom in May Concern:

### **Steel Certificate of Origin and AIS Step Certification Compliance**

All steel products (structural steel shapes, concrete reinforcing bar, angles, bar, wire rod) supplied by Gerdau from the following steel mills are melted and manufactured in the United States of America and comply with the "American Iron and Steel (AIS)" requirements found in the EPA's State Revolving Fund Programs.

St. Paul, Minnesota  
Charlotte, North Carolina  
Jackson, Tennessee  
Midlothian, Texas  
Petersburg, Virginia  
Cartersville, Georgia  
Wilton, Iowa

Sincerely,

A handwritten signature in black ink that reads 'Bhaskar'.

Bhaskar Yalamanchili  
Director Corporate Quality  
Office (813) 207-2394 Mobile (409)  
267-1071  
bhaskar.yalamanchili@gerdau.com

**CERTIFIED MATERIAL TEST REPORT**

 <p><b>US-MI-MIDLOTHIAN</b> 300 WARD ROAD MIDLOTHIAN, TX 76065 USA</p>		<p><b>CUSTOMER SHIP TO</b> ABC COATING COMPANY INC 2236 S YUKON AVE TULSA, OK 74107-2765 USA</p>		<p><b>CUSTOMER BUY TO</b> ABC COATING COMPANY INC TULSA, OK 74117-0693 USA</p>		<p><b>GRADE</b> 8Lshw 44(13MM)</p>		<p><b>SHAPE SIZE</b> 8Lshw 44(13MM)</p>		<p><b>DOCUMENT ID</b> 0000462213</p>	
<p><b>CUSTOMER PURCHASE ORDER NUMBER</b> 20-60511A-MTX</p>		<p><b>SALES ORDER</b> 8913275 000060</p>		<p><b>CUSTOMER MATERIAL #</b></p>		<p><b>LENGTH</b> 6000"</p>		<p><b>WEIGHT</b> 12.024 LB</p>		<p><b>HEAT BATCH</b> 5606-098102</p>	
<p><b>DATE</b> 06-05-2020</p>		<p><b>DATE</b> 06-05-2020</p>		<p><b>DATE OF REVISION</b> AS PER 06/15/2015M 76</p>		<p><b>Mo</b> 0.036</p>		<p><b>Sp</b> 0.007</p>		<p><b>N</b> 0.002</p>	
<p><b>Chemical Composition</b></p>		<p><b>Mechanical Properties</b></p>		<p><b>Chemical Composition</b></p>		<p><b>Mechanical Properties</b></p>		<p><b>Chemical Composition</b></p>		<p><b>Mechanical Properties</b></p>	
<p>C 0.45</p>		<p>P 0.012</p>		<p>S 0.25</p>		<p>Cp 0.28</p>		<p>Si 0.11</p>		<p>Mo 0.036</p>	
<p>Mn 0.86</p>		<p>PS 0.013</p>		<p>VS 481</p>		<p>MS 107735</p>		<p>US 741</p>		<p>GS 8.000</p>	
<p>Fe 99.784</p>		<p>MPa 481</p>		<p>YS 107735</p>		<p>UTS 741</p>		<p>GS 8.000</p>		<p>mm 200.0</p>	
<p><b>MECHANICAL PROPERTIES</b></p>		<p><b>Beam Test</b></p>		<p><b>Beam Test</b></p>		<p><b>Beam Test</b></p>		<p><b>Beam Test</b></p>		<p><b>Beam Test</b></p>	
<p>12.40</p>		<p>OK</p>		<p>OK</p>		<p>OK</p>		<p>OK</p>		<p>OK</p>	
<p><b>COMMENTS / NOTES</b></p>											

The above figures are certified chemical and physical test records as contained in the permanent records of company. We certify that these data are correct and in compliance with specified requirements. Weld repair has not been performed on this material. This material, including the billets, was melted and manufactured in the USA. CMTR complies with EN 10204 3.1

*Maskey* BEHAR TALAMANTHI  
QUALITY ASSURANCE MGR

Phone: (817) 357-1071 Email: Bharath.Talamanthi@gerdau.com

*Reddy* K. OF LINDEN  
QUALITY ASSURANCE MGR

Phone: (972) 778-1118 Email: K.Inde.Linden@gerdau.com

Oklahoma Steel & Wire Co.  
 Highway 70 South. P.O. Box 220  
 Madill, Oklahoma 73446  
 (580) 795-7311  
 Fax (580) 795-7422

Date: May 20, 2021

To: Primary Structures

Project Name:

Location:

RE: AIS Step Certification

To Whom It May Concern:

I, Mike Murphy, certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products to be supplied for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2107 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Items, Products and/or materials	Quantity	Item Number
2X8XD3XW2 95"X600'BK AS018	2	0898-33
3X6XW3XW2.5 94"X600' AS0.12	7	1069-25

Such process took place at the following location:  
 Madill, OK.

If any of the above compliance statements change while providing materials to this project, we will immediately notify the prime contractor and the engineer.

*Mike Murphy*

Authorized Company Representative

I have the legal authority  
 To bind the manufacturer of the material  
 Listed within this document.

**Oklahoma Steel and Wire**  
 Highway 70 South  
 Madill, OK 73446  
 (580) 795-7311 (800) 654-4164 Fax (580) 795-7422

**Physical Test Report**

Date: 09/03/2019  
 Customer Name: PRIMARY STRUCTURES  
 Customer Address: 1225 EAST SEWARD RD  
 GUTHRIE, OK 73044  
 Customer Order Number: 00351795  
 PONumber: NO PO  
 Item Number: 1069-25  
 Item Description: 3X6XW3XW2.5 94"X600' AS0.12

First Bundle #: 3656  
 Last Bundle #: 3670  
 Pieces Per Bundle: 1  
 Number of Bundles: 15  
 Number of Pieces: 15

Description	Original		Breaking	Tensile	Yield	Reduced		Percent	Bend	Weld	Weld	Weld	Weld	Required
	Diameter	Area	Strength	Strength	Strength	Diameter	Area	Reduction		Shear	Shear	Shear	Shear	Weld
Line Wire	0.195	0.030	2895	96937	0	0.115	0.010	67.00	PASS	2583	2558	2238	2146	1047
Cross Wire	0.178	0.025	2433	97771	0	0.110	0.010	62.00						

**CHEMICAL PROPERTIES**

Description	Heat Number	Carbon	Manganese	Phosphorus	Sulfur	Silicon
Line Wire	1922018	0.040	0.300	0.008	0.028	0.100
Cross Wire	1922631	0.060	0.300	0.009	0.027	0.120

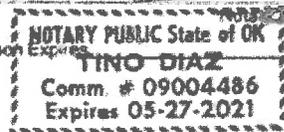
This material has been produced and tested in accordance with the requirements of ASTM 1064-16 and we hereby certify that the above test results are representative of those obtained on the material in this shipment. "Buy America" The raw material used to produce this product were melted and rolled in the United States.



Quality Manager  
 Oklahoma Steel and Wire Co., Inc.

Sworn and Subscribed to before me this  
 17th Day of October, 2019 A.D.

My Commission Expires



**PRIMARY STRUCTURE, INC.**

1225 E. Seward Road

Guthrie, OK 73044

(405) 260-0823

FAX (405) 260-1803

**CONCRETE MIX DESIGN**

**ONE CUBIC YARD WEIGHTS**

Mix Code: PSII

4000 psi at 28 days	Cement, Type 1 / II	600 lb.
	Fly Ash	110 lb.
AEA Pump Mix Design	Sand	1508 lb.
ASTM Stone Size #57	Stone	1600 lb.
7" to 8" slump range	Water	280 lb.
Eucon SPC Water Reducer	Water Reducer	20 oz.
AEA 92S	AEA	7.0 ± oz.

Water / Cement ratio for above concrete mix: 0.45

# ABSTRACT OF BIDS

I certify that I have opened, read, and recorded herein all bids received and listed below:

Signature: 

IFB/RFP Number CL22-004	Date Opened: 8/24/2021	Bidder Number 1	Bidder Number 2	Bidder Number 3	Bidder Number 4
IFB/RFP Title  <b>Precast Concrete Manholes (Large)</b>		Primary Structure, Inc. 1225 E. Seward Rd Guthrie, OK 73044-8827 Tel: 405-260-0823 Fax: 405-260-1803 Contact: Austin Stewart	Tel: Fax: Contact:	Tel: Fax: Contact:	Tel: Fax: Contact:
Number of Addenda Issued: NONE	Buyer Marcie Sego	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A
Delivery Corporate Seal or Notary Affidavit of Payments...\$25,000 Certificate of insurance Enclosed		30 Days Yes Yes No	N/A N/A N/A N/A	N/A N/A N/A N/A	N/A N/A N/A N/A

Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Item Total	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Manhole Base, 8' diameter, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 478C	20		\$5,023.00	\$100,460.00						
2	Manhole Base, 6' diameter, w/bench; height = 0' to 8', specified when ordered; w/openings for max 48" pipe per ASTM 478C	35		\$2,337.00	\$81,795.00						
3	Manhole riser section, 4' diameter extra depth at \$ per foot	100VF		\$85.00	\$8,500.00						
4	Manhole riser section, 8' diameter extra depth at \$ per foot	15VF		\$384.00	\$5,760.00						
5	Manhole riser section, 6' diameter extra depth at \$ per foot	150VF		\$207.00	\$31,050.00						
6	Manhole reducer riser, 8' to 6' diameter; minimum 11" thick	30		\$495.00	\$14,850.00						
7	Manhole reducer riser, 6' to 4' diameter; minimum 11" thick	40		\$390.00	\$15,600.00						
8	Manhole cone section, 4' diameter, height = 3.0' to 3.5'	70		\$250.00	\$17,500.00						

9	Manhole flat top, 4' diameter, height = 0' to 2' in 6" increments	12VF		\$320.00	\$3,840.00						
10	Pipe gaskets 8" A=Lok or approved equal	8		\$56.00	\$448.00						
11	Pipe gaskets 10" A=Lok or approved equal	8		\$70.00	\$560.00						
12	Pipe gaskets 12" A=Lok or approved equal	8		\$84.00	\$672.00						
13	Pipe gaskets 27" A=Lok or approved equal	8		\$189.00	\$1,512.00						
14	Pipe gaskets 48" A=Lok or approved equal	50		\$480.00	\$24,000.00						
15	Pipe gaskets 54" A=Lok or approved equal	20		\$540.00	\$10,800.00						
16	Manhole base, 8' x 8' box, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 1433	10		\$6,900.00	\$69,000.00						
17	Manhole base, 7' x 7' box, w/bench; height = 0' to 8', specified when ordered; w/openings for max 54" pipe per ASTM 1433	10		\$6,300.00	\$63,000.00						
18	Transition piece to round riser, 6' diameter	10		\$870.00	\$8,700.00						
19	Coal Tar Epoxy - 2 coats applied - 4' ID - 18.00; 6' ID - 31.00; 8' ID - 41.00	3000VF	4'	\$33.00	\$181,000.00						
			6'	\$62.00							
			8'	\$86.00							



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

---

**File #:** 21-440

**Agenda Date:** 9/14/2021

**Agenda No:** 18.

---

**ITEM TITLE:**

Consider awarding Contract Number CL-21-032, Mowing & Litter Contract Area R to Adult & Teen Challenge of Oklahoma

**INITIATOR:** Dewayne Burk, Deputy City Manager

**STAFF INFORMATION SOURCE:** Christine James, Interim Parks and Recreation Director

**BACKGROUND:** This RFP had only 2 bidders submit. After careful review of bid documents, the bid submitted by Complete Landsculpture of Texas, LP was deemed non-responsive as per Section 9 "Changes to Specifications" of the General Conditions for Bidding Requirements Contracts. Complete Landsculpture added a note to their price bid which stated that the per visit pricing is based on 18 mowings a year and if their frequencies are reduced or delayed extra work pricing may be necessary. Adult & Teen Challenge has proven to be a very reliable contractor to carry out this work for the City and staff recommends award to that bidder.

**EXHIBIT:** 1) Director Recommendation 2) Contract CL21-032 3) Legal Review

**KEY ISSUES:** None

**FUNDING SOURCE:** FY21-22 Operating Budget as approved

**STAFF RECOMMENDED COUNCIL ACTION:** Award Contract Number CL-21-032, Mowing & Litter Contract Area 'R' to Adult & Teen Challenge of Oklahoma

# Memorandum

**To:** Julie Magness, Budgeting and Accounting Supervisor  
**Thru:** Jeffery Temple, Parks and Recreation Director  
**From:** Keith Neitzke, Parks & Grounds Superintendent  
**Date:** 8/9/2021  
**Subject:** Mowing & Litter Contract Area R  
Contract Number: CL21-032

After careful review of bid documents it is staff's recommendation to award this contract, CL21-032 – Area R to **Adult & Teen Challenge of Oklahoma.**

The bid submitted by Complete Landsculpture of Texas, LP is deemed non-responsive as per Section 9 "Changes to Specifications" of the General Conditions for Bidding Requirements Contracts. Complete Landsculpture added a note to their price bid which states their per visit pricing is based on 18 mowings a year and if their frequencies are reduced or delayed extra work pricing may be necessary.

**CC:** Marcie Segó, POC for Financial Services

# Memorandum

**To:** Julie Magness, Budgeting and Accounting Services , ,  
**Thru:** Jeffery Temple, Parks and Recreation Director  
**From:** Keith Neitzke, Parks & Grounds Superintendent  
**Date:** 8/9/2021  
**Subject:** Mowing & Litter Contract Area R  
Contract Number: CL21-032

After careful review of bid documents it is staff's recommendation to award this contract, CL21-032 - Area R to **Adult & Teen Challenge of Oklahoma**.

The bid submitted by Complete Landsculpture of Texas, LP is deemed non-responsive as per Section 9 "Changes to Specifications" of the General Conditions for Bidding Requirements Contracts. Complete Landsculpture added a note to their price bid which states their per visit pricing is based on 18 mowings a year and if their frequencies are reduced or delayed extra work pricing may be necessary.

**CC:** Marcie Sego, POC for Financial Services

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: \_\_\_\_\_

# ABSTRACT OF BIDS

IFB/RFP Number CL21-032				Page <u>1</u> of <u>    </u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number 3		Bidder Number <u>4</u>	
IFB/RFP Title Mowing & Litter Areas R				Date Opened: 6/29/2021		Adult & Teen Challenge 19792 NW Cache Rd. Cache, OK. 73527 P. (580) 429-3940		Complete Landscape of Texas, LP 2000 Sandy Lane Dallas, TX 75220 214-358-5296					
Number of ADDENDA Issued NONE				Buyer M.Sego		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:						N/A YES YES NO		N/A N/A N/A N/A		N/A N/A N/A N/A		N/A N/A N/A N/A	
Item No.	Description of Bid Item	Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
AREA R	Lee Blvd medians and right of ways from one (1) block East of Sheridan Rd. to NW 67 <sup>th</sup> Street.	PER	JOB	2350.26			Non - Responsive						

# City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> <u>David.miller@lawtonok.gov</u> 580-581-3415 Marcie Segó, Buyer Phone: (580) 581-3328 ext 4	
<b>Date Bid Typed:</b> June 10, 2021	<b>Dates Bid Advertised:</b> June 14, 2021	<b>No Bids Received After:</b> June 29th, 2021 2:00 P.M.	
<b>Contract Number and Title:</b> CL21-032 Mowing & Litter - Area R		<b>Requirements-type Contract:</b> YES X NO	<b>Contract Period:</b>
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room                  212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Teens Challenge of Oklahoma Jarrett Yarbrough		<b>Reason for No Bid:</b>	
<b>Mailing Address:</b> 19792 NW Cache RD		<b>Terms:</b> NET 30	
<b>City:</b> Cache <b>State:</b> OK <b>Zip:</b> 73527	<b>Delivery:</b> MAIL		
<b>Area Code and Phone Number:</b> 580-351-7447		<b>FAX Area Code and Phone Number:</b> 580-351-7447	
<b>Federal Employer Identification Number or Social Security Number</b> 73-1324022			

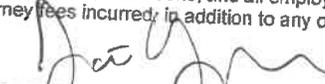
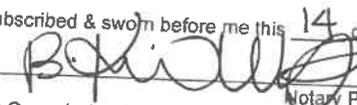
**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche  
Jarrett Yarbrough

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Teens Challenge of Oklahoma  
 Address: 19792 NW Cache RD.  
Cache OK 73527  
 (City, State, Zip)  
 Phone: 580-351-7447

  
 SIGNATURE OF AUTHORIZED AGENT  
Jarrett Yarbrough Lawton's Director  
 PRINT/TYPE NAME/TITLE  
 Subscribed & sworn before me this 14 day of June 20 21  
  
 Notary Public  
 My Commission expires: 9-19-2021



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

COUNTY OF Comanche

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Teen Challenge of Oklahoma  
Business Name / Contractor Name

Signed [Signature]  
Print: Jaquett Yarbrough

Attested to before me this 14 day of June 2021

[Signature]  
Notary Public

My Commission Expires 9-19 2024

**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

Bid Number: CL21-032

Bid Title: Mowing & Litter – Area R

Vendor

Name: TEEN CHALLENGE OF OKLAHOMA  
(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Area R	Description	Qty	Unit	Unit Price
1	Lee Blvd. medians and right of ways from one (1) block East of Sheridan Rd to NW 67 <sup>th</sup> St.	Per	Job	\$2960. <sup>00</sup>

Any questions pertaining to the attached specifications, please contact Keith Neitzke at 580-581-3400 or [keith.neitzke@lawtonok.gov](mailto:keith.neitzke@lawtonok.gov)

**Notes:**

1. This is a requirements contract.
2. There are insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-368

**Agenda Date:** 9/14/2021

**Agenda No:** 19.

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**ITEM TITLE:**

Consider awarding contract CL20-028 (2021) Liquid Aluminum Sulfate to TR International Trading Company of Edmonds, WA.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** David Hastings, Plants Superintendent

**BACKGROUND:** The City of Lawton solicited bids for CL20-028 (2021) Liquid Aluminum Sulfate. Bid packets were sent to prospective vendors on Bid Sync. Seven bids were received and opened on August 24, 2021. After reviewing the bids for CL20-028 (2021) Liquid Aluminum Sulfate it was determined that three were non-responsive due to altering the bid contract, failure to provide original documents, and errors in bid pricing. Of the four responsive bids, TR International Trading Company was the lowest and best bidder who met all specifications and it is the department recommendation that the contract be awarded to them.

**EXHIBIT:** Department Recommendation, Abstract of Bids, Price Sheets

**KEY ISSUES:** Does the City of Lawton wish to award contract CL20-028 (2021) Liquid Aluminum Sulfate to TR International Trading Company of Edmonds, WA?

**FUNDING SOURCE:** Medicine Park and Southeast Water Treatment Plants Chemicals Accounts (7006509-51015 and 7006510-51015). Amount Budgeted is \$225,000.00

**STAFF RECOMMENDED COUNCIL ACTION:** Award contract CL20-028 (2021) Liquid Aluminum Sulfate to TR International Trading Company of Edmonds, WA.







# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto:publicutilities@lawtonok.gov)  
Telephone 580-581-3405  
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street  
Shipping Address: 2100 South 6<sup>th</sup> Street  
Lawton, Oklahoma 73501

To: Maegan Dowlen, Contract Administrator  
From: Rusty Whisenhunt, Director of Public Utilities *WRW*  
Subject: AWARD CL20-028 (2021) Liquid Aluminum Sulfate  
Date: August 27, 2021

After reviewing the bids, it was discovered that the low bidder made an error and they are unable to honor the bid price. It is recommended to award the contract for Liquid Aluminum Sulfate to the lowest responsible bidder, TR International Trading Company of Edmonds, WA. The vendor meets all requirements. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Medicine Park and Southeast Water Treatment Plant Divisions' Chemical Accounts (7006509-51015 and 7006510-51015).

If you have any questions regarding this information, please contact me at x2110.



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext 4    FAX (580) 581-3438

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## MEMORANDUM

To: Rusty Whisenhunt, Director of Public Utilities  
From: Julie Magness, Budget and Accounting Supervisor *JM*  
Date: 8/26/21  
Subject: CL20-028 Liquid Aluminum Sulfate

Please find the bids enclosed for CL20-028 Liquid Aluminum Sulfate following the bid opening on Tuesday, August 24<sup>th</sup>, 2021.

Please review the bids and send us your vendor recommendation for this contract by 8/31/2020, if possible.

If you have any questions or concerns, please contact Marcie Segó, Buyer ([Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov)) and Maegan Dowlen, Contract Administrator ([maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov)).

Thank you,

Julie



**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext. 4      FAX (580) 581-3438

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August 3, 2021

Interested Vendor:

**SUBJECT: Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for CL20-028 Liquid Aluminum Sulfate, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original properly signed and notarized.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

**If you will require additional documents to be executed such as service agreements etc., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.**

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, contact Marcie Sego via email at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) or Maegan Dowlen via email at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Sincerely,

A handwritten signature in black ink, appearing to be "MD", written over a horizontal line.

Maegan Dowlen  
Contract Administrator  
Financial Services

# City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Marcie Sego, Buyer marcie.sego@lawtonok.gov Maegan Dowlen, Contract Administrator maegan.dowlen@lawtonok.gov	
Date Bid Typed: August 3, 2021	Dates Bid Advertised: August 4, 2021	No Bids Received After: August 24, 2021 2:00 P.M.	
Contract Number and Title: CL20-028 LIQUID ALUMINUM SULFATE		Requirements-type Contract: YESX	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: CHAMELEON INDUSTRIES INC. FAUSTINO "CHINO" GARZA, PRESIDENT		Reason for No Bid:	
Mailing Address: PO Box 853027		Terms: NET 30 DAYS	
City: MESQUITE TX	State: TX	Zip: 75185	Delivery: 48 HRS ARO
Area Code and Phone Number: 972.880.1493		FAX Area Code and Phone Number: 972.692.8642	
Federal Employer Identification Number or Social Security Number 75-2853080			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: STATE OF TEXAS COUNTY OF DALLAS

JASON L. GARZA

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred. in addition to any other remedies available by law.

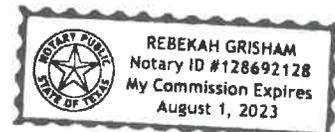
Firm: Chameleon Industries, Inc.  
Address: PO Box 853027  
Mesquite TX 75185-3027  
(City, State, Zip)  
Phone: 972-880-1493

[Signature]  
SIGNATURE OF AUTHORIZED AGENT  
JASON L. GARZA / VICE PRESIDENT  
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 23<sup>rd</sup> day of August, 2021

[Signature]  
Notary Public  
My Commission expires: August 1, 2023

INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11



**GENERAL CONDITIONS FOR BIDDING REQUIREMENTS  
CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,  
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE  
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID  
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
- a. As the best interest of the City may require, the right is reserved to:
    - 1. Award by individual item, group of items, all or none, or a combination thereof.
    - 2. Award based upon a geographical district basis with one or more suppliers.
    - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
  - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to

quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.

30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
- a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a place shall be maintained on the file with the City Clerk of the City.

- c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
  - b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
  - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
  - b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will

check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.

43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Texas

COUNTY OF Dallas

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Chameleon Industries Inc.

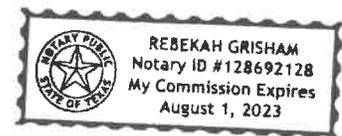
Business Name / Contractor Name

Signed [Signature]  
Print: Jason L. Garza

Attested to before me this 23<sup>rd</sup> day of August 2021.

[Signature]  
Notary Public

My Commission Expires 8/1 2023



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** M-127

**SPECIFICATION TITLE:** Aluminum Sulfate, Liquid

**APPROVAL DATE:** 10/15/03

**DELIVERY:** City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**ALUMINUM SULFATE, LIQUID**

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

COMPLY

- |  |                          |                  |
|--|--------------------------|------------------|
| 1). Total soluble Al <sub>2</sub> O <sub>3</sub> 3%        | Minimum 8.0- Maximum 8.3 | Y <u>X</u> N ___ |
| 2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> % | <0.02                    | Y <u>X</u> N ___ |
| 3). Water insolubles, %                                    | 0.02 Max                 | Y <u>X</u> N ___ |
- 4). Vendor to supply security information 24 hours prior to delivery. i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)
  - 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.
  - 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.
  - 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

**Bid Number: CL20-028**

**Bid Title: Liquid Aluminum Sulfate**

Vendor Name: Chameleon Industries Inc.  
(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	<b>\$ 1.13</b>

**Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or [David.hastings@lawtonok.gov](mailto:David.hastings@lawtonok.gov).**

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.



# Aluminum Sulfate, Solution (Alum)

## Safety Data Sheet



### SECTION 1 – PRODUCT AND COMPANY IDENTIFICATION

**Product Name:** Aluminum Sulfate, Solution  
**Other Name(s):** Alum  
**Chemical Family:** Inorganic, salt  
**Recommended Use:** Water treatment coagulant/flocculent, papermaking pH control  
**Manufacturer:** Chameleon Industries, Inc.  
 P.O. Box 853027  
 Mesquite, TX 75185  
**More Information:** *Customer Service:* 972.880.1493 (Monday-Friday, 8:00am-5:00pm)  
*Email:* info@chameleonindustriesinc.com  
*Emergency:* call CHEMTREC, 1.800.424.9300 (24hr/day, 7 days/week)

### SECTION 2 – HAZARDS IDENTIFICATION

**Classification:** Skin Irritant 2, Eye Irritant 2A, Corrosion 1  
**Signal Word:** Warning  
**Hazard Statement:** Causes severe skin burns and eye damage (H314). May be corrosive to metals (H290). Harmful to aquatic life (H402).  
**Symbol(s):** Harmful (GHS07), Corrosion (GHS05)   
**Precautionary Statements:**  
*Prevention:* Keep only in original container (P234). Do not breathe vapors, mist, or spray (P260). Wash hands, forearms, and exposed areas thoroughly after handling (P264). Avoid release to the environment (P273). Wear eye & face protection; protective clothing and gloves (P280).  
*Response:* IF SWALLOWED: rinse mouth. Do NOT induce vomiting (P301,P330,P331). IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower (P303,P361,P353). IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing (P304,P340). IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing (P305,P351,P338). IF IRRITATION PERSISTS: Immediately call a POISON CENTER or doctor (P310). Absorb spillage to prevent material damage (P390).  
*Storage:* Store locked up (P405). Store in corrosive resistant containers such as polypropylene, polyethylene, PVC, or 316 SS (P406).  
*Disposal:* Dispose of contents/container in accordance with applicable regulations. May constitute hazardous waste if pH is less than 2 (P501).  
**Other Hazards:** Ingestion or inhalation not recommended and could present hazards not otherwise classified.

### SECTION 3 – COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Weight Percent
Water	7732-18-5	50-52%
Aluminum Sulfate	10043-01-3	48-50%

## SECTION 4 – FIRST AID MEASURES

<b>Eye Contact:</b>	Immediately flush eyes for at least 30 minutes. Remove contact lenses if worn. Get medical attention if irritation persists.
<b>Skin Contact:</b>	Wash skin with soap and water. Remove contaminated clothing and shoes. If irritation develops, get medical attention.
<b>Inhalation:</b>	If adverse effects occur, relocate to fresh air. Give artificial respiration if not breathing. If difficulty breathing, give oxygen and get medical attention.
<b>Ingestion:</b>	Do not induce vomiting. Consume large quantities of water. Get medical attention immediately.

## SECTION 5 – FIRE FIGHTING MEASURES

<b>Flammable Properties:</b>	Negligible fire hazard. Not flammable.
<b>Extinguishable Media:</b>	No unsuitable extinguishing media known.
<b>Explosion Limits:</b>	
<i>Impact Sensitivity:</i>	Not sensitive
<i>Static Discharge Sensitivity:</i>	Not sensitive
<i>Protective Equip &amp; Precaution:</i>	Wear self-contained breathing apparatus (SCBA) and full protective equipment. Poisonous gases may be produced in fire (aluminum and sulfur oxides). Use water spray to keep containers cool.

## SECTION 6 – ACCIDENTAL RELEASE MEASURES

<b>Spill or Other Release:</b>	Stop leak if possible without personal risk. Dilute small spills or leaks cautiously with water. Large spills should be absorbed with sand, soda ash, or limestone. Adequate ventilation is required if soda ash or limestone is used, due to consequent release of carbon dioxide gas. Dispose of residue in accordance with applicable regulations.
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## SECTION 7 – HANDLING AND STORAGE

<b>Handling:</b>	Avoid contact with eyes, skin, and clothing. Avoid breathing vapors or mist. Wash thoroughly after handling.
<b>Storage:</b>	Keep container tightly sealed when not in use. Store in cool, dry, well ventilated areas. Keep separated from incompatible substances.

## SECTION 8 – EXPOSURE CONTROLS/PERSONAL PROTECTION

<b>Component Exposure Limits:</b>	Aluminum Sulfate - 2mg/m <sup>3</sup> (ACGIH TLV and OSHA PEL)
<b>Ventilation:</b>	Provide local exhaust to keep airborne concentrations below exposure limits
<b>Personal Protective Equipment:</b>	
<i>Eyes/Face:</i>	Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the work area.
<i>Skin:</i>	Wear appropriate chemical resistant clothing and gloves. If prolonged or repeated contact is anticipated, all clothing should be impervious to liquid.
<i>Respiratory:</i>	If workplace conditions warrant respirator use a respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or federal requirement.

**SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES**

<b>Appearance:</b>	Colorless, light green or light amber liquid
<b>Physical State:</b>	Liquid
<b>Odor:</b>	Negligible odor
<b>Chemical Formula:</b>	~48.5% Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> 14H <sub>2</sub> O in water
<b>pH:</b>	1.8 – 2.5
<b>Specific Gravity:</b>	1.31 – 1.34
<b>Viscosity:</b>	25cps @ 68°F / 20°C
<b>Density:</b>	11.1 lb/gal
<b>Flash Point:</b>	Not applicable
<b>Boiling Point:</b>	228°F / 109°
<b>Melting Point:</b>	9°F / -13°C
<b>Flammability:</b>	Not applicable
<b>Autoignition Temperature:</b>	Not applicable
<b>Decomposition Temperature:</b>	1400°F
<b>Explosive Limits:</b>	No information available
<b>Evaporation Rate:</b>	Not determined
<b>Vapor Pressure:</b>	Not applicable
<b>Vapor Density:</b>	Not applicable
<b>%VOC:</b>	0.0
<b>Molecular Weight:</b>	594 for Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> 14H <sub>2</sub> O
<b>Water Solubility:</b>	Complete (100%)

**SECTION 10 – STABILITY AND REACTIVITY**

<b>Chemical Stability:</b>	Stable at normal temperatures and pressure.
<b>Incompatible Products:</b>	Alkalis and water reactive materials cause violent exothermic reactions. Metals may be corrosive in the presence of moisture.
<b>Hazardous Decomposition Products:</b>	Thermal oxidative decomposition occurs at temperatures greater than 1400°F and can produce sulfur oxides. These are toxic, corrosive, and act as oxidizers.
<b>Possibility of Hazardous Reactions:</b>	Will not occur.

**SECTION 11 – TOXICOLOGICAL INFORMATION**

<b>Acute Toxicity:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Chronic Toxicity:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Symptoms of Overexposure:</b>	May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.
<b>Carcinogenicity:</b>	Not listed as a carcinogen by NTP, IARC, or OSHA.
<b>Other Possible Health Hazards:</b>	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area.
<b>Eye &amp; Skin:</b>	May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin.
<b>Ingestion:</b>	Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities

## SECTION 11 – TOXICOLOGICAL INFORMATION (cont.)

**Inhalation:** Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

**Routes of Entry:** Ingestion, skin or eye contact, or inhalation of dusts and mists.

## SECTION 12 – ECOLOGICAL INFORMATION

**Ecotoxicity:** None of the material components are known to be hazardous to the environment or not degradable in waste water treatment plants.

**Aquatic Toxicity - Freshwater Fish:** Aluminum Sulfate, LC50 – 100mg/L, Carassius auratus 96hr

Aluminum Sulfate, LC50 – 37mg/L, Gambusia affinis 96hr

**Invertebrate:** Aluminum Sulfate, EC50 – 136mg/L, Daphnia magna 15min

**Freshwater Algae:** No data available.

**Persistence and Degradability:** Can be eliminated from water by precipitation or flocculation

**Bioaccumulation:** No data available.

**Mobility in Environmental Media:** No data available.

**Other Adverse Effects:** Aluminum Sulfate, 14ppm, Freshwater Fundulus 36hr

Aluminum Sulfate, 235ppm, Mosquito fish 96hr

Aluminum Sulfate, 250ppm, Largemouth Bass 96

## SECTION 13 – DISPOSAL CONSIDERATIONS

**Waste Disposal Methods:** Dispose of waste in accordance with all federal, state, and local regulations.

**Component Waste Numbers:** The U.S. EPA has not published waste numbers for this product's components.

**Contaminated Packaging:** Empty containers should be taken for local recycling, recovery or waste disposal

## SECTION 14 – TRANSPORT INFORMATION

**US DOT & TDG - Shipping Name:** Environmentally Hazardous Substance, liquid, n.o.s. (contains Aluminum Sulfate)

**Hazard Class:** 9

**UN No.:** UN3082

**Packing Group:** PGIII

## SECTION 15 – REGULATORY INFORMATION

**U.S. Federal Regulations:** Material (10043-01-3) contains one or more chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

SARA 311/312:	Immediate	Delayed	Fire	Pressure	Reactivity
	Yes	No	No	No	No

**NFPA:**  
 Health: 1  
 Flammability: 0  
 Instability: 1



## SECTION 16 - OTHER INFORMATION

<b>Current Issue Date:</b>	1 August 2020
<b>Previous Issue Date:</b>	1 January 2018
<b>Revision Summary:</b>	No Substantive Update

*Disclaimer:* All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chameleon Industries Inc. is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chameleon Industries Inc. shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents. This SDS is to be utilized solely as a reference document and it is not to be used to satisfy the distribution requirements of OSHA's Hazard Communication nor Canada's Controlled product Regulation.

**END OF SAFETY DATA SHEET**



# Aluminum Sulfate, Solution (Alum)

## Safety Data Sheet



### SECTION 1 – PRODUCT AND COMPANY IDENTIFICATION

**Product Name:** Aluminum Sulfate, Solution  
**Other Name(s):** Alum  
**Chemical Family:** Inorganic, salt  
**Recommended Use:** Water treatment coagulant/flocculent, papermaking pH control  
**Manufacturer:** Chameleon Industries, Inc.  
P.O. Box 853027  
Mesquite, TX 75185  
**More Information:** *Customer Service:* 972.880.1493 (Monday-Friday, 8:00am-5:00pm)  
*Email:* info@chameleonindustriesinc.com  
*Emergency:* call CHEMTREC, 1.800.424.9300 (24hr/day, 7 days/week)

### SECTION 2 – HAZARDS IDENTIFICATION

**Classification:** Skin Irritant 2, Eye Irritant 2A, Corrosion 1  
**Signal Word:** Warning  
**Hazard Statement:** Causes severe skin burns and eye damage (H314). May be corrosive to metals (H290). Harmful to aquatic life (H402).  
**Symbol(s):** Harmful (GHS07), Corrosion (GHS05)   
**Precautionary Statements:**  
*Prevention:* Keep only in original container (P234). Do not breathe vapors, mist, or spray (P260). Wash hands, forearms, and exposed areas thoroughly after handling (P264). Avoid release to the environment (P273). Wear eye & face protection; protective clothing and gloves (P280).  
*Response:* IF SWALLOWED: rinse mouth. Do NOT induce vomiting (P301,P330,P331). IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower (P303,P361,P353). IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing (P304,P340). IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing (P305,P351,P338). IF IRRITATION PERSISTS: Immediately call a POISON CENTER or doctor (P310). Absorb spillage to prevent material damage (P390).  
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**Other Hazards:** Ingestion or inhalation not recommended and could present hazards not otherwise classified.

### SECTION 3 – COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Weight Percent
Water	7732-18-5	50-52%
Aluminum Sulfate	10043-01-3	48-50%

## SECTION 4 – FIRST AID MEASURES

<b>Eye Contact:</b>	Immediately flush eyes for at least 30 minutes. Remove contact lenses if worn. Get medical attention if irritation persists.
<b>Skin Contact:</b>	Wash skin with soap and water. Remove contaminated clothing and shoes. If irritation develops, get medical attention.
<b>Inhalation:</b>	If adverse effects occur, relocate to fresh air. Give artificial respiration if not breathing. If difficulty breathing, give oxygen and get medical attention.
<b>Ingestion:</b>	Do not induce vomiting. Consume large quantities of water. Get medical attention immediately.

## SECTION 5 – FIRE FIGHTING MEASURES

<b>Flammable Properties:</b>	Negligible fire hazard. Not flammable.
<b>Extinguishable Media:</b>	No unsuitable extinguishing media known.
<b>Explosion Limits:</b>	
<b>Impact Sensitivity:</b>	Not sensitive
<b>Static Discharge Sensitivity:</b>	Not sensitive
<b>Protective Equip &amp; Precaution:</b>	Wear self-contained breathing apparatus (SCBA) and full protective equipment. Poisonous gases may be produced in fire (aluminum and sulfur oxides). Use water spray to keep containers cool.

## SECTION 6 – ACCIDENTAL RELEASE MEASURES

<b>Spill or Other Release:</b>	Stop leak if possible without personal risk. Dilute small spills or leaks cautiously with water. Large spills should be absorbed with sand, soda ash, or limestone. Adequate ventilation is required if soda ash or limestone is used, due to consequent release of carbon dioxide gas. Dispose of residue in accordance with applicable regulations.
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## SECTION 7 – HANDLING AND STORAGE

<b>Handling:</b>	Avoid contact with eyes, skin, and clothing. Avoid breathing vapors or mist. Wash thoroughly after handling.
<b>Storage:</b>	Keep container tightly sealed when not in use. Store in cool, dry, well ventilated areas. Keep separated from incompatible substances.

## SECTION 8 – EXPOSURE CONTROLS/PERSONAL PROTECTION

<b>Component Exposure Limits:</b>	Aluminum Sulfate - 2mg/m <sup>3</sup> (ACGIH TLV and OSHA PEL)
<b>Ventilation:</b>	Provide local exhaust to keep airborne concentrations below exposure limits
<b>Personal Protective Equipment:</b>	
<b>Eyes/Face:</b>	Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the work area.
<b>Skin:</b>	Wear appropriate chemical resistant clothing and gloves. If prolonged or repeated contact is anticipated, all clothing should be impervious to liquid.
<b>Respiratory:</b>	If workplace conditions warrant respirator use a respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or federal requirement.

**SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES**

<b>Appearance:</b>	Colorless, light green or light amber liquid
<b>Physical State:</b>	Liquid
<b>Odor:</b>	Negligible odor
<b>Chemical Formula:</b>	~48.5% Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> 14H <sub>2</sub> O in water
<b>pH:</b>	1.8 – 2.5
<b>Specific Gravity:</b>	1.31 – 1.34
<b>Viscosity:</b>	25cps @ 68°F / 20°C
<b>Density:</b>	11.1 lb/gal
<b>Flash Point:</b>	Not applicable
<b>Boiling Point:</b>	228°F / 109°
<b>Melting Point:</b>	9°F / -13°C
<b>Flammability:</b>	Not applicable
<b>Autoignition Temperature:</b>	Not applicable
<b>Decomposition Temperature:</b>	1400°F
<b>Explosive Limits:</b>	No information available
<b>Evaporation Rate:</b>	Not determined
<b>Vapor Pressure:</b>	Not applicable
<b>Vapor Density:</b>	Not applicable
<b>%VOC:</b>	0.0
<b>Molecular Weight:</b>	594 for Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> 14H <sub>2</sub> O
<b>Water Solubility:</b>	Complete (100%)

**SECTION 10 – STABILITY AND REACTIVITY**

<b>Chemical Stability:</b>	Stable at normal temperatures and pressure.
<b>Incompatible Products:</b>	Alkalis and water reactive materials cause violent exothermic reactions. Metals may be corrosive in the presence of moisture.
<b>Hazardous Decomposition Products:</b>	Thermal oxidative decomposition occurs at temperatures greater than 1400°F and can produce sulfur oxides. These are toxic, corrosive, and act as oxidizers.
<b>Possibility of Hazardous Reactions:</b>	Will not occur.

**SECTION 11 – TOXICOLOGICAL INFORMATION**

<b>Acute Toxicity:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Chronic Toxicity:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Symptoms of Overexposure:</b>	May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.
<b>Carcinogenicity:</b>	Not listed as a carcinogen by NTP, IARC, or OSHA.
<b>Other Possible Health Hazards:</b>	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area.
<b>Eye &amp; Skin:</b>	May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin.
<b>Ingestion:</b>	Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities

## SECTION 11 – TOXICOLOGICAL INFORMATION (cont.)

**Inhalation:** Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

**Routes of Entry:** Ingestion, skin or eye contact, or inhalation of dusts and mists.

## SECTION 12 – ECOLOGICAL INFORMATION

**Ecotoxicity:** None of the material components are known to be hazardous to the environment or not degradable in waste water treatment plants.

**Aquatic Toxicity - Freshwater Fish:** Aluminum Sulfate, LC50 – 100mg/L, Carassius auratus 96hr  
Aluminum Sulfate, LC50 – 37mg/L, Gambusia affinis 96hr

**Invertebrate:** Aluminum Sulfate, EC50 – 136mg/L, Daphnia magna 15min

**Freshwater Algae:** No data available.

**Persistence and Degradability:** Can be eliminated from water by precipitation or flocculation

**Bioaccumulation:** No data available.

**Mobility in Environmental Media:** No data available.

**Other Adverse Effects:** Aluminum Sulfate, 14ppm, Freshwater Fundulus 36hr  
Aluminum Sulfate, 235ppm, Mosquito fish 96hr  
Aluminum Sulfate, 250ppm, Largemouth Bass 96

## SECTION 13 – DISPOSAL CONSIDERATIONS

**Waste Disposal Methods:** Dispose of waste in accordance with all federal, state, and local regulations.

**Component Waste Numbers:** The U.S. EPA has not published waste numbers for this product's components.

**Contaminated Packaging:** Empty containers should be taken for local recycling, recovery or waste disposal

## SECTION 14 – TRANSPORT INFORMATION

**US DOT & TDG - Shipping Name:** Environmentally Hazardous Substance, liquid, n.o.s. (contains Aluminum Sulfate)

**Hazard Class:** 9

**UN No.:** UN3082

**Packing Group:** PGIII

## SECTION 15 – REGULATORY INFORMATION

**U.S. Federal Regulations:** Material (10043-01-3) contains one or more chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

**SARA 311/312:**

Immediate	Delayed	Fire	Pressure	Reactivity
Yes	No	No	No	No

**NFPA:** Health: 1  
Flammability: 0  
Instability: 1



## SECTION 16 – OTHER INFORMATION

<b>Current Issue Date:</b>	1 August 2020
<b>Previous Issue Date:</b>	1 January 2018
<b>Revision Summary:</b>	No Substantive Update

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**END OF SAFETY DATA SHEET**

## FDPH.MH28311 Drinking Water Treatment Chemicals

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### Drinking Water Treatment Chemicals

[See General Information for Drinking Water Treatment Chemicals](#)

**CHAMELEON INDUSTRIES INC**  
PO BOX 853027  
MESQUITE, TX 75185 USA

MH28311

**NSF/ANSI 60**

Plant at: Corsicana, TX

Trade Dsg	Category	Max Use Level (mg/L)
<b>Aluminum Sulfate [*Al]</b>		
Alum	Coagulation and Flocculation Products	150
Alum C [*Cu]	Coagulation and Flocculation Products	150
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150
CI 3002	Coagulation and Flocculation Products	140
CI 3007	Coagulation and Flocculation Products	140
CI 3102	Coagulation and Flocculation Products	140
CI 3103	Coagulation and Flocculation Products	140
CI 3107	Coagulation and Flocculation Products	140
CI 3108	Coagulation and Flocculation Products	140
CI 3203	Coagulation and Flocculation Products	140
CI 3204	Coagulation and Flocculation Products	140
CI 3208	Coagulation and Flocculation Products	140
CI 3209	Coagulation and Flocculation Products	140
CI 3302	Coagulation and Flocculation Products	140
CI 3304	Coagulation and Flocculation Products	140
CI 3307	Coagulation and Flocculation Products	140
CI 3309	Coagulation and Flocculation Products	140
CI 3403	Coagulation and Flocculation Products	140
CI 3404	Coagulation and Flocculation Products	140
CI 3408	Coagulation and Flocculation Products	140
CI 3409	Coagulation and Flocculation Products	140
CI 3502	Coagulation and Flocculation Products	140
CI 3503	Coagulation and Flocculation Products	140

CI 3504	Coagulation and Flocculation Products	140
CI 3507	Coagulation and Flocculation Products	140
CI 3508	Coagulation and Flocculation Products	140
CI 3509	Coagulation and Flocculation Products	140
CI 3707	Coagulation and Flocculation Products	50
CI 3708	Coagulation and Flocculation Products	50
CI 3709	Coagulation and Flocculation Products	50
CI 3727	Coagulation and Flocculation Products	50
CI 3728	Coagulation and Flocculation Products	50
CI 3729	Coagulation and Flocculation Products	50
CI 3747	Coagulation and Flocculation Products	50
CI 3748	Coagulation and Flocculation Products	50
CI 3749	Coagulation and Flocculation Products	50
CI 3767	Coagulation and Flocculation Products	50
CI 3768	Coagulation and Flocculation Products	50
CI 3769	Coagulation and Flocculation Products	50
CI 4707	Coagulation and Flocculation Products	50
CI 4708	Coagulation and Flocculation Products	50
CI 4709	Coagulation and Flocculation Products	50
CI 4727	Coagulation and Flocculation Products	150
CI 4728	Coagulation and Flocculation Products	50
CI 4729	Coagulation and Flocculation Products	50
CI 4747	Coagulation and Flocculation Products	50
CI 4748	Coagulation and Flocculation Products	50
CI 4749	Coagulation and Flocculation Products	50
CI 4767	Coagulation and Flocculation Products	50
CI 4768	Coagulation and Flocculation Products	50
CI 4769	Coagulation and Flocculation Products	50
CI 5707	Coagulation and Flocculation Products	50
CI 5708	Coagulation and Flocculation Products	50
CI 5709	Coagulation and Flocculation Products	50
CI 5727	Coagulation and Flocculation Products	100
CI 5728	Coagulation and Flocculation Products	50
CI 5729	Coagulation and Flocculation Products	50
CI 5747	Coagulation and Flocculation Products	50
CI 5748	Coagulation and Flocculation Products	50
CI 5749	Coagulation and Flocculation Products	50
CI 5767	Coagulation and Flocculation Products	50
CI 5768	Coagulation and Flocculation Products	50
CI 5769	Coagulation and Flocculation Products	50

Sulfuric Acid	Coagulation and Flocculation Products	150
Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

Plant at: Odessa, TX

Trade Dsg	Category	Max Use Level (mg/L)
<b>Aluminum Sulfate [*Al]</b>		
Alum	Coagulation and Flocculation Products	150
Alum C [*Cu]	Coagulation and Flocculation Products	150
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150
CI 3002	Coagulation and Flocculation Products	140
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Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

[\*Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[\*Cu] - This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.

Last Updated on 2013-10-04

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## FDPH.MH28311 Drinking Water Treatment Chemicals

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### Drinking Water Treatment Chemicals

[See General Information for Drinking Water Treatment Chemicals](#)

**CHAMELEON INDUSTRIES INC**  
PO BOX 853027  
MESQUITE, TX 75185 USA

MH28311

**NSF/ANSI 60**

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Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

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USA

T 253-872-5000  
F 253-572-5041  
www.univarsolutionsusa.com



ORIGINAL

August 10, 2021

City of Lawton  
Attn: City Clerk, Buyer  
2<sup>nd</sup> Floor Conference Room  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501  
580-581-3430

RE: CL20-028, Liquid Aluminum Sulfate

To: City Clerk,

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, August 24, 2021 at 2:00 P.M. and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request.

Thank you,

*Roise Holiday*

Municipal Specialist  
Western Region  
Univar Solutions USA Inc.  
206-653-5075  
[muniteam-west@univarsolutions.com](mailto:muniteam-west@univarsolutions.com)  
[www.univar.com](http://www.univar.com)

**Please Note:** Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Please Note:** Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

## City of Lawton INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> Marcie Sego, Buyer <a href="mailto:marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a> Maegan Dowlen, Contract Administrator <a href="mailto:maegan.dowlen@lawtonok.gov">maegan.dowlen@lawtonok.gov</a>	
Date Bid Typed: <b>August 3, 2021</b>	Dates Bid Advertised: <b>August 4, 2021</b>	No Bids Received After: <b>August 24, 2021 2:00 P.M.</b>	
Contract Number and Title: <b>CL20-028 LIQUID ALUMINUM SULFATE</b>		Requirements-type Contract: <b>YESX</b>	Contract Period: <b>12 months</b>
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Univar Solutions USA Inc. Roise Holiday		Reason for No Bid:	
Mailing Address: 8201 S 212th Street		Terms: 30 day net	
City: Kent	State: WA	Zip: 98032	Delivery: 2 - 3 days
Area Code and Phone Number: 206-653-5075		FAX Area Code and Phone Number:	
Federal Employer Identification Number or Social Security Number 91-1347935			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:** STATE OF Florida COUNTY OF Hillsborough

Roise Holiday of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

*Roise Holiday*  
SIGNATURE OF AUTHORIZED AGENT

Firm: Univar Solutions USA Inc.  
 Address: 8201 S 212th Street  
Kent WA 98032  
 (City, State, Zip)  
 Phone: 206-653-5075

Roise Holiday, Municipal Specialist  
 PRINT/TYPE NAME/TITLE  
 Subscribed & sworn before me this 10th day of August, 2021.  
*Shelley Sue Riggle*  
 Notary Public  
 My Commission expires: 08-18-2023





**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext. 4    FAX (580) 581-3438

---

August 3, 2021

Interested Vendor:

**SUBJECT: Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for CL20-028 Liquid Aluminum Sulfate, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original property signed and notarized.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

**If you will require additional documents to be executed such as service agreements etc., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.**

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, contact Marcie Sego via email at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) or Maegan Dowlen via email at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Sincerely,

Maegan Dowlen  
Contract Administrator  
Financial Services

**GENERAL CONDITIONS FOR BIDDING REQUIREMENTS**  
**CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,  
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE  
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID  
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
  - 1. Award by individual item, group of items, all or none, or a combination thereof.
  - 2. Award based upon a geographical district basis with one or more suppliers.
  - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to

quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.

30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
- a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.

- c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.
35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
  - b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will

check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.

43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.



## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** M-127

**SPECIFICATION TITLE:** Aluminum Sulfate, Liquid

**APPROVAL DATE:** 10/15/03

**DELIVERY:** City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**ALUMINUM SULFATE, LIQUID**

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

- |  |                          |  |
|--|--------------------------|--|
|  |                          | COMPLY   |
| 1). Total soluble Al <sub>2</sub> O <sub>3</sub> 3%  | Minimum 8.0- Maximum 8.3 | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> |
| 2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> %   | <0.02                    | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> |
| 3). Water insolubles, %  | 0.02 Max                 | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> |
| 4). Vendor to supply security information 24 hours prior to delivery. i.e.<br>(Drivers name, license number, picture, trailer number and hatch seal number.) |                          |  |
| 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.                       |                          |  |
| 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.  |                          |  |
| 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.  |                          |  |

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

**Bid Number: CL20-028**

**Bid Title: Liquid Aluminum Sulfate**

Vendor Name: Univar Solutions USA Inc.  
(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	\$1.16/gl

**Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or [David.hastings@lawtonok.gov](mailto:David.hastings@lawtonok.gov).**

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.





Univar Solutions USA Inc.  
3320 S. Council Road  
Oklahoma City, OK 73179

T 405-745-2376  
F 405-745-4934

[www.univarsolutions.com](http://www.univarsolutions.com)



## GENERAL INFORMATION

### Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

### In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

### Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: 405-745-2376  
Office Fax: 405-745-4934

Customer Service/ Order Desk [custSolmid-Central@univarsolutions.com](mailto:custSolmid-Central@univarsolutions.com)

Bryan Arens - Branch Operations Manager [bryan.arnes@univarsolutions.com](mailto:bryan.arnes@univarsolutions.com)

### For anything pertaining to bids:

Please send all bid packets/documents to:  
(Unless otherwise specified)

Roise Holiday  
12720 US Hwy 92  
Tr: 427  
Dover, FL 33527  
[Muniteam-west@univarsolutions.com](mailto:Muniteam-west@univarsolutions.com)

Contacts: [muniteam-west@univarsolutions.com](mailto:muniteam-west@univarsolutions.com)

Stacy Ziegler  
Municipal Specialist  
Phone: (253) 872-5023  
Fax: (253) 872-5041  
[stacy.ziegler@univarsolutions.com](mailto:stacy.ziegler@univarsolutions.com)

Roise Holiday  
Municipal Specialist  
Phone: (206) 653-5075  
[Roise.Holiday-Henry@univarsolutions.com](mailto:Roise.Holiday-Henry@univarsolutions.com)

Jennifer Perras  
Municipal Specialist  
Phone: (253) 872-5040  
Fax: (253) 872-5041  
[jennifer.perras@univarsolutions.com](mailto:jennifer.perras@univarsolutions.com)

Shawnasey McCarthy  
Municipal Specialist Manager  
Phone: (253) 872-5052  
Fax: (253) 872-5041  
[Shawnasey.McCarthy@univarsolutions.com](mailto:Shawnasey.McCarthy@univarsolutions.com)

### Remittance Address:

Univar Solutions USA Inc.  
62190 Collections Center Drive  
Chicago, IL 60693-0621  
Please include remit information – Invoice number

### Standard Payment Terms:

Net 30 days

**CERTIFICATE OF SECRETARY**

I, Noelle J. Perkins, hereby certify that:

1. I am the duly elected, qualified and acting General Counsel and Corporate Secretary of Univar Solutions USA Inc., a Washington Corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal and statewide bids or municipal proposals for the sale of other disposition of products handled by the Company.

Shawnasey McCarthy – Municipal Commercial Manager  
Victoria Meakim – Municipal Specialist  
Roise Holiday – Municipal Specialist  
Jennifer Perras – Municipal Specialist  
Shelley Stevens – Municipal Specialist  
Stacy Ziegler – Municipal Specialist  
Michael Crea – Municipal Specialist

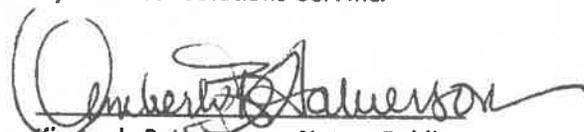
IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 9th day of November 2020.

  
\_\_\_\_\_  
Noelle J. Perkins  
General Counsel and Corporate  
Secretary

**STATE OF ILLINOIS  
COUNTY OF DUPAGE**

This Certificate of Secretary was signed and swore before me this 9th day of November 2020 by Noelle J. Perkins, General Counsel and Corporate Secretary of Univar Solutions USA Inc.



  
\_\_\_\_\_  
Kimberly B. Halverson, Notary Public  
My commission expires: September 5, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/27/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Illinois Union Insurance Company		27960
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D: ACE Fire Underwriters Insurance Co.		20702
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570087460056      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72479634 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$3,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25547998 Commercial Auto	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566008 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC67821464 AOS	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				WLRC67821427 MA	06/01/2021	06/01/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Env Site Liab			PPLG71507944001 Claims Made Form SIR applies per policy terms & conditions	03/31/2019	06/01/2022	Aggregate	\$16,000,000
							Ea Condition	\$10,000,000
							SIR	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of insurance.

<b>CERTIFICATE HOLDER</b>  Univar Solutions, Inc. 3075 Highland Parkway, Suite 200 Downers Grove IL 60515 USA	<b>CANCELLATION</b>  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  
---	--

Holder Identifier :

Certificate No : 570087460056



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Univar Solutions USA Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Univar USA Inc.</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <u>5</u>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3075 Highland Parkway Suite 200</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Downers Grove, IL 60515-5560</b>			
7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	1	-	1	3	4	7	9	3 5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>David Lunkin</i>	Date ▶ <i>January 14, 2021</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.*

## Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 1 – Product and Company Identification

**Material Name:** Aluminum Sulfate Solution

**Manufacturer Information:**

Affinity Chemical, LLC  
PO Box 601298  
Dallas, TX 75360  
973-908-8053 (M-F, 8:00 AM -5:00 PM Eastern Time)

**24 Hour Emergency Telephone:**

Chemtrec 1-800-424-9300

**Other Name(s):** Alum

**Product Usage:**

Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

### Section 2 – Hazard(s) Identification

**Classification:**

Skin Irritant 1A, Eye Damage 1, Corrosion 1

**Signal Word:**

**Danger**

**Hazard Statements:**

Causes severe skin burns and eye damage; Causes serious eye damage; May be corrosive to metals



Corrosion

**Symbol(s):**

**Precautionary Statements:**

**Prevention:**

Wash hands, along with any other body parts that may have been exposed, thoroughly after handling.  
Wear protective gear to prevent contact with skin (Rubber gloves, aprons, slicker suit )  
Wear eye protection/face protection (clear goggles and face shield)

**Response:**

Keep only in original container.  
If on skin: Wash with plenty of water.  
If skin irritation occurs: Get medical advice/attention.  
Refer to first-aid measures (section 4) for any specific treatment  
Take off contaminated clothing and wash it before reuse.  
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
If eye irritation persists: get medical attention

**Storage:**

Absorb spillage to prevent material damage.  
Store in compatible containers such as polypropylene, polyethylene, PVC, or 316 SS

**Other Hazards:**

Ingestion or inhalation not recommended and could present hazards not otherwise classified.

### Section 3 – Composition/Information on Ingredients

**Common Name(s):** Alum

**Chemical family:** inorganic, salt

Components	CAS#	Weight %
Aluminum Sulfate (as anhydrous)	10043-01-3	<29%
Water (including waters of hydration)	7732-18-5	>71%

### Section 4 – First-Aid Measures

**Skin/Eye Contact:**

For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Launder clothes before reuse. For eyes, flush carefully in eye wash for several minutes; remove contact lenses if present and easy to do; cautiously flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.

**Ingestion:**

Rinse mouth. Immediately dilute swallowed material by orally administering large amounts of water or milk. **DO NOT INDUCE VOMITING.** NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or more than a few drops are ingested.

**Inhalation:**

Seek medical assistance if irritation is noted, person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a bag-mask or manually operated air supply that delivers at least 1 liter/second.

## Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 5 – Fire-Fighting Measures

<b>Suitable Extinguishing Media:</b>	Not combustible. Use extinguishing agents appropriate for surrounding fire
<b>Special Fire Fighting:</b>	Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and keep out of low areas.
<b>Unusual Fire/Explosion:</b>	Under fire conditions at temperatures greater than 650°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent which will support combustion. Sulfur trioxide will react to form sulfuric acid.

### Section 6 – Accidental Release Measures

<b>Spill or Leak:</b>	Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be removed to a depth of 1 to 2 inches and placed in an appropriate container for disposal. Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.
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### Section 7– Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned. Isolate appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

### Section 8– Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate (as anhydrous)	10043-01-3	2.0 mg/m <sup>3</sup> (as Al)	2.0 mg/m <sup>3</sup> (as Al)

If airborne exposures exceed 1.0 mg/m<sup>3</sup>, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m<sup>3</sup>

Eye wash and safety shower should be available near storage and usage points

Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber, neoprene, PVC) with work clothing covering other exposed skin.

Arriving material may be hot; personnel performing unload operations should have additional PPE such as a rainsuit/slicker suit, goggles with faceshield, and appropriate footwear and gloves.

### Section 9– Physical and Chemical Properties

<b>Appearance</b>	Clear, water white to amber	<b>Upper/lower flammability or explosive Limits</b>	N/A
<b>Odor</b>	N/A	<b>Vapor pressure</b>	Similar to water
<b>Odor threshold</b>	N/A	<b>Vapor density</b>	Similar to water
<b>pH</b>	1.4-2.6 (neat)	<b>Relative density (15.6°C)</b>	1.315-1.345
<b>Melting point/freezing point</b>	-15°C	<b>Solubility</b>	high in water
<b>Initial boiling point</b>	100°C	<b>Partition coef n-octanol/water</b>	N/A
<b>Flash point</b>	N/A	<b>Auto-ignition temp</b>	N/A
<b>Evaporation rate</b>	N/A	<b>Decomposition Temp</b>	650°C
<b>Flammability</b>	N/A	<b>Viscosity</b>	5-25 cP



## Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 10- Stability and Reactivity

<b>Reactivity:</b>	Stable at normal temperatures and pressures
<b>Chemical stability:</b>	Stable; water component can evaporate
<b>Possibility of hazardous reactions:</b>	May produce hazardous decomposition products if mixed with pH sensitive materials (e.g. chlorine gas when mixed with sodium hypochlorite).
<b>Conditions to avoid:</b>	Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than 650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide
<b>Incompatible materials:</b>	Corrosive to carbon steel
<b>Hazardous decomposition products:</b>	This may include aluminum oxide and sulfur oxides.

### Section 11- Toxicological Information

<b>Acute Toxicity Estimate:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Chronic Toxicity Estimate:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Symptoms of Overexposure:</b>	May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.
<b>Carcinogenicity:</b>	Not listed as a carcinogen by NTP, IARC, or OSHA.
<b>Other Possible Health Hazards:</b>	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area. SKIN / EYES: May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities. INHALATION: Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.
<b>Routes of Entry:</b>	Ingestion, skin or eye contact, or inhalation of dusts and mists.

### Section 12- Ecological Information

<b>(For CAS 10043-01-3)</b>	
<b>Toxicity LC50 :</b>	96h Mosquitofish: 235 mg/l (ECOTOX Database Ref 508, result 2063538)
<b>Persistence and Degradability:</b>	Can be eliminated from water by precipitation or flocculation

### Section 13- Disposal Considerations

<b>Disposal:</b>	Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.
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### Section 14- Transport Information

U.S. DOT

PROPER SHIPPING NAME: Corrosive liquid, Acidic, Inorganic, N.O.S. (contains Aluminum Sulfate)

HAZARD CLASS	UN ID NUMBER	PACKING GROUP	RQ (lbs)
8	UN3264	PG III	10,300



## Aluminum Sulfate Solution SAFETY DATA SHEET

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### Section 15 – Regulatory Information

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**SARA Title III information:**

SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES: Not listed  
SECTION 313 TOXIC CHEMICAL: Not listed  
RCRA HAZARD WASTE: Not listed

311/312 HEALTH & PHYSICAL HAZARDS:	Immediate	Delayed	Fire	Pressure	Reactivity
	YES	NO	NO	NO	NO
NFPA RATING	Health	Fire	Reactivity		
	1	0	1		

MAXIMUM USE LEVEL (water treatment): 400 mg/l  
TSCA INFORMATION: Listed - Sulfuric Acid, aluminum salt (3:2) 10043-01-3

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### Section 16– Other Information

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**Date of preparation: 3/31/20 Version SDS 4.0**  
**Summary of changes: Raised MUL to 400 Section 15**

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**Disclaimer of Warranty:**

The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC. provides no warranties, either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Affinity Chemical LLC. knows of no medical condition, other than those noted on this safety data sheet, which are generally recognized as being aggravated by exposure to this product.



08/20/21

Ms. Marcie Sego  
City Clerk  
City of Lawton  
212 SW 9<sup>th</sup> Street  
Lawton, OK 73501

Re: Response to Request for Bid # CL20-028 Liquid Aluminum Sulfate

Dear Ms. Sego,

Thank you for the opportunity to submit a proposal response to the above RFP. We have reviewed the RFP in detail and are pleased to submit the attached proposal for your consideration.

TRInternational, Inc. is a WBENC certified, women owned small business that provides creative sourcing solutions, quality products and personal customer service as a global chemical distributor. TRI represents top manufacturers and suppliers from around the world, providing raw materials utilized in many industries. Cumulatively our Team has decades of experience in the chemical industry with expertise in all primary end use segments.

Our focus and strength is providing unique sourcing options or custom solutions tailored to meet Customer needs and providing more than just the sourcing of high-quality or alternative products. Using our extensive product knowledge and industry experience, we continually seek and share global and local market information, provide exceptional dedicated customer service and take the time to understand your business, challenges and what success looks like for you.

TRI just celebrated 26 years in the chemical industry, and we are looking forward to the opportunity to work with the city of Lawton.

Sincerely,

*Karen Wheaton*

Karen Wheaton  
Contracts Specialist

## City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Marcie Segó, Buyer <a href="mailto:marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a> Maegan Dowlen, Contract Administrator <a href="mailto:maegan.dowlen@lawtonok.gov">maegan.dowlen@lawtonok.gov</a>	
Date Bid Typed: August 3, 2021	Dates Bid Advertised: August 4, 2021	No Bids Received After: August 24, 2021 2:00 P.M.	
Contract Number and Title: <b>CL20-028 LIQUID ALUMINUM SULFATE</b>		Requirements-type Contract: YESX	Contract Period: 12 months
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
Vendor Name and Point of Contact: TR International Trading Company Karen Wheaton		Reason for No Bid:	
Mailing Address: 22817 102nd Place West		Terms: Net 30	
City: Edmonds	State: WA	Zip: 98020	Delivery: 3-7 days ARO
Area Code and Phone Number: 206-505-3500		FAX Area Code and Phone Number: 205-505-3501	
Federal Employer Identification Number or Social Security Number 91-1644239			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

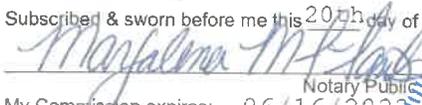
AFFIDAVIT: STATE OF WA COUNTY OF Snohomish,

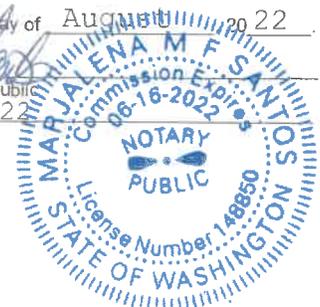
Megan Gluth-Bohan of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: TR International Trading Company  
Address: 22817 102nd Place West  
Edmonds, WA 98020  
(City, State, Zip)  
Phone: 206-505-3500

  
SIGNATURE OF AUTHORIZED AGENT  
Megan Gluth-Bohan/CEO/Owner  
PRINT/TYPE NAME/TITLE

Subscriber & sworn before me this 20th day of August, 2022  
  
Notary Public  
My Commission expires: 06/16/2022



**INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11**

**Bid Number: CL20-028**

**Bid Title: Liquid Aluminum Sulfate**

Vendor Name: TR International Trading Company

(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	\$0.905

**Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or [David.hastings@lawtonok.gov](mailto:David.hastings@lawtonok.gov).**

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF WA  
COUNTY OF Snohomish SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

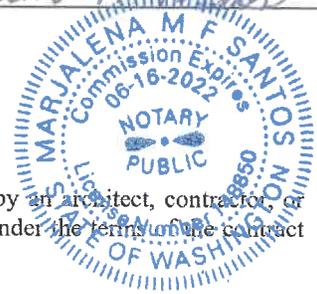
TR International Trading Company  
Business Name / Contractor Name

  
Signed \_\_\_\_\_  
Print : Megan Gluth-Bohan

Attested to before me this 20th day of August 2021:

  
Notary Public

My Commission Expires June 16 2022.



**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

**CITY OF LAWTON SPECIFICATION**

**SPECIFICATION NUMBER:** M-127  
**SPECIFICATION TITLE:** Aluminum Sulfate, Liquid  
**APPROVAL DATE:** 10/15/03  
**DELIVERY:** City of Lawton Water Treatment Plant, Medicine Park, Ok 73557  
a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**ALUMINUM SULFATE, LIQUID**

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

COMPLY

- |  |                          |                  |
|--|--------------------------|------------------|
| 1). Total soluble Al <sub>2</sub> O <sub>3</sub> %         | Minimum 8.0- Maximum 8.3 | Y <u>X</u> N ___ |
| 2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> % | <0.02                    | Y <u>X</u> N ___ |
| 3). Water insolubles, %                                    | 0.02 Max                 | Y <u>X</u> N ___ |
- 4). Vendor to supply security information 24 hours prior to delivery. i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)
  - 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.
  - 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.
  - 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.



PRODUCT DATA SHEET  
(LOW IRON LIQUID ALUMINUM SULFATE)

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Physical Properties

Dry Alum in Solution	48-49%
Al <sub>2</sub> O <sub>3</sub>	8.0-8.4%
Free Al <sub>2</sub> O <sub>3</sub>	+/- 0.025%
Total Iron as Fe <sub>2</sub> O <sub>3</sub>	< 50 ppm
Insoluble Matter	< 0.02 %
S.G.	1.325 +/- .003
pH	1.9 - 2.3

## Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 1 – Product and Company Identification

**Material Name:** Aluminum Sulfate Solution

**Manufacturer Information:**

Affinity Chemical, LLC  
PO Box 601298  
Dallas, TX 75360  
973-908-8053 (M-F, 8:00 AM -5:00 PM Eastern Time)

**24 Hour Emergency Telephone:**

Chemtrec 1-800-424-9300

**Other Name(s):** Alum

**Product Usage:**

Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

### Section 2 – Hazard(s) Identification

**Classification:** Skin Irritant 1A, Eye Damage 1, Corrosion 1

**Signal Word:** **Danger**

**Hazard Statements:** Causes severe skin burns and eye damage; Causes serious eye damage; May be corrosive to metals



Corrosion

**Symbol(s):**

**Precautionary Statements:**

**Prevention:**

Wash hands, along with any other body parts that may have been exposed, thoroughly after handling.  
Wear protective gear to prevent contact with skin (Rubber gloves, aprons, slicker suit)  
Wear eye protection/face protection (clear goggles and face shield)  
Keep only in original container.

**Response:**

If on skin: Wash with plenty of water.  
If skin irritation occurs: Get medical advice/attention.  
Refer to first-aid measures (section 4) for any specific treatment  
Take off contaminated clothing and wash it before reuse.  
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
If eye irritation persists: get medical attention  
Absorb spillage to prevent material damage.

**Storage:**

Store in compatible containers such as polypropylene, polyethylene, PVC, or 316 SS

**Other Hazards:**

Ingestion or inhalation not recommended and could present hazards not otherwise classified.

### Section 3 – Composition/Information on Ingredients

**Common Name(s):** Alum

**Chemical family:** inorganic, salt

Components	CAS#	Weight %
Aluminum Sulfate (as anhydrous)	10043-01-3	<29%
Water (including waters of hydration)	7732-18-5	>71%

### Section 4 – First-Aid Measures

**Skin/Eye Contact:**

For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Launder clothes before reuse. For eyes, flush carefully in eye wash for several minutes; remove contact lenses if present and easy to do; cautiously flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.

**Ingestion:**

Rinse mouth. Immediately dilute swallowed material by orally administering large amounts of water or milk. **DO NOT INDUCE VOMITING.** NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or more than a few drops are ingested.

**Inhalation:**

Seek medical assistance if irritation is noted, person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a bag-mask or manually operated air supply that delivers at least 1 liter/second.

## Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 5 – Fire-Fighting Measures

<b>Suitable Extinguishing Media:</b>	Not combustible. Use extinguishing agents appropriate for surrounding fire
<b>Special Fire Fighting:</b>	Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and keep out of low areas.
<b>Unusual Fire/Explosion:</b>	Under fire conditions at temperatures greater than 650°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent which will support combustion. Sulfur trioxide will react to form sulfuric acid.

### Section 6 – Accidental Release Measures

<b>Spill or Leak:</b>	Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be removed to a depth of 1 to 2 inches and placed in an appropriate container for disposal. Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.
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### Section 7– Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned.  
Isolate appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

### Section 8– Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate (as anhydrous)	10043-01-3	2.0 mg/m <sup>3</sup> (as Al)	2.0 mg/m <sup>3</sup> (as Al)

If airborne exposures exceed 1.0 mg/m<sup>3</sup>, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m<sup>3</sup>

Eye wash and safety shower should be available near storage and usage points

Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber, neoprene, PVC) with work clothing covering other exposed skin.

Arriving material may be hot; personnel performing unload operations should have additional PPE such as a rainsuit/slicker suit, goggles with faceshield, and appropriate footwear and gloves.

### Section 9– Physical and Chemical Properties

<b>Appearance</b>	Clear, water white to amber	<b>Upper/lower flammability or explosive Limits</b>	N/A
<b>Odor</b>	N/A	<b>Vapor pressure</b>	Similar to water
<b>Odor threshold</b>	N/A	<b>Vapor density</b>	Similar to water
<b>pH</b>	1.4-2.6 (neat)	<b>Relative density (15.6°C)</b>	1.315-1.345
<b>Melting point/freezing point</b>	-15°C	<b>Solubility</b>	high in water
<b>Initial boiling point</b>	100°C	<b>Partition coef n-octanol/water</b>	N/A
<b>Flash point</b>	N/A	<b>Auto-ignition temp</b>	N/A
<b>Evaporation rate</b>	N/A	<b>Decomposition Temp</b>	650°C
<b>Flammability</b>	N/A	<b>Viscosity</b>	5-25 cP



## Aluminum Sulfate Solution SAFETY DATA SHEET

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### Section 10- Stability and Reactivity

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<b>Reactivity:</b>	Stable at normal temperatures and pressures
<b>Chemical stability:</b>	Stable; water component can evaporate
<b>Possibility of hazardous reactions:</b>	May produce hazardous decomposition products if mixed with pH sensitive materials (e.g. chlorine gas when mixed with sodium hypochlorite).
<b>Conditions to avoid:</b>	Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than 650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide
<b>Incompatible materials:</b>	Corrosive to carbon steel
<b>Hazardous decomposition products:</b>	This may include aluminum oxide and sulfur oxides.

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### Section 11- Toxicological Information

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<b>Acute Toxicity Estimate:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Chronic Toxicity Estimate:</b>	The acute oral LD50 is greater than 5,000 mg/kg.
<b>Symptoms of Overexposure:</b>	May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.
<b>Carcinogenicity:</b>	Not listed as a carcinogen by NTP, IARC, or OSHA.
<b>Other Possible Health Hazards:</b>	The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from contaminated area. SKIN / EYES: May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal if swallowed in sufficient quantities. INHALATION: Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.
<b>Routes of Entry:</b>	Ingestion, skin or eye contact, or inhalation of dusts and mists.

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### Section 12- Ecological Information

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<b>(For CAS 10043-01-3)</b>	
<b>Toxicity LC50 :</b>	96h Mosquitofish: 235 mg/l (ECOTOX Database Ref 508, result 2063538)
<b>Persistence and Degradability:</b>	Can be eliminated from water by precipitation or flocculation

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### Section 13- Disposal Considerations

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<b>Disposal:</b>	Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.
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### Section 14- Transport Information

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U.S. DOT

PROPER SHIPPING NAME: Corrosive liquid, Acidic, Inorganic, N.O.S. (contains Aluminum Sulfate)

HAZARD CLASS	UN ID NUMBER	PACKING GROUP	RQ (lbs)
8	UN3264	PG III	10,300



## Aluminum Sulfate Solution SAFETY DATA SHEET

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### Section 15 – Regulatory Information

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**SARA Title III information:**

SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES: Not listed

SECTION 313 TOXIC CHEMICAL: Not listed

RCRA HAZARD WASTE: Not listed

311/312 HEALTH & PHYSICAL HAZARDS:	Immediate	Delayed	Fire	Pressure	Reactivity
	YES	NO	NO	NO	NO
NFPA RATING	Health	Fire	Reactivity		
	1	0	1		

MAXIMUM USE LEVEL (water treatment): 150 mg/l

TSCA INFORMATION: Listed - Sulfuric Acid, aluminum salt (3:2) 10043-01-3

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### Section 16– Other Information

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**Date of preparation: 7/3/18 Version SDS 3.0****Summary of changes: Modified Sections 2,3,8,9,14****Disclaimer of Warranty:**

The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC, provides no warranties; either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Affinity Chemical LLC, knows of no medical condition, other than those noted on this safety data sheet, which are generally recognized as being aggravated by exposure to this product.

# TRINTERNATIONAL

Chemical & Raw Material Sourcing: Custom Tailored  
"SUPPLYING INDUSTRY WORLDWIDE"

## CAPABILITIES STATEMENT

TRINTERNATIONAL, INC. is a full-line chemical distributor. We provide creative sourcing solutions as a world-class distributor of raw materials. Our team brings quality product alternatives, extensive product knowledge, and industry experience with attention to personal customer service. We take the time to recognize your needs, understand your business, and solve your sourcing challenges.

As a small business with SBA WOSB, WBENC, & NGLCC certifications, TRI is committed to Excellence for our State, Federal, and Commercial clients.

### Vendor Identification Numbers

DUNS Number: 868851247

CAGE Code: 6J2V4

FEIN: 91-1644239

NAICS: 424690, 423850, 423450 SIC: 5169, 2819

DBA: TRI Chemicals, Inc.; TRINTERNATIONAL, INC.

### Certifications & Memberships

- SBA WOSB Women-Owned Small Business Certified
- WBENC Women-Owned Business Enterprise Certified
- LGBT Business Enterprise (LGBTBE) Certified
- NACD National Association of Chemical Distributors
- GSBA Greater Seattle Business Association
- Simplified Acquisition Program and System for Award Management (SAM) registration with US Federal Contractor Registration (USFCR)

### Core Competencies

- Raw Materials Product and Sourcing Solutions
- PPE / Healthcare Products and Sourcing Solutions
- Dedicated Operations, Logistics, and Support
- Customer specific sourcing and supply
- Custom Manufacturing, Formulation, Packaging, and Storage

### Differentiators

- We secure "hard to source" products from domestic and international sources
- Verified 'Responsible Distributor' and active National Association of Chemical Distributors (NACD) member.
- Trusted industry experts for over 25 years – Established 1994

### Support & Logistics

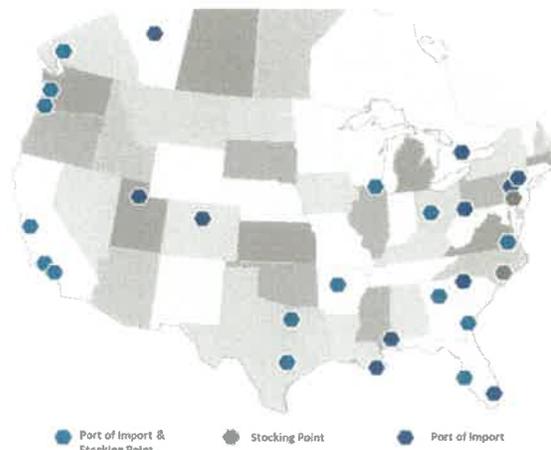
- Dedicated one-on-one support staff, customer service, and sales
- Experts in domestic and international market conditions
- Nation-wide warehousing and stocking points
- Quality product alternatives and functional offsets
- Pre-shipment samples for special specification products

### Leading Products

- Finished Hand Sanitizer, both alcohol and alcohol-free
- Propylene Glycol (PG) & Dipropylene Glycol (DPG)
- Benzyl Alcohol
- Ethyl Alcohol (OH) & Isopropyl Alcohol (IPA)
- Hydrocarbon Resins
- Glycol Ethers & Specialty Glycol Ethers
- Caustic Soda & Caustic Potash

### Awards & Recognitions

- ICIS Chemical - Independent Chemical Information Service
  - Top 100 Chemical Distributors, #64 in North America, 2019
  - Top 100 Chemical Distributors, #70 in North America 2018
- PSBJ - Puget Sound Business Journal
  - Largest LGBTQ-Owned Businesses, #1 – June 2020
  - Largest Women-Owned Businesses, #7 – May 2020
  - Largest Private Companies, #118 – April 2020
  - 40 Under 40 honoree, Megan E. Gluth-Bohan, Esq., 2016
  - Top 100 Fastest-Growing WA Private Businesses: 2010, 2009, 2005
  - Largest Private Companies – WA: 2020, 2014, 2013



### Contact Information

## TRINTERNATIONAL

TR International Trading Company

22817 102nd Place West

Edmonds, WA 98020, USA

P: +1(206) 505-3500 F: +1(206) 505-3501

E: info@trichemicals.com

URL: [www.trichemicals.com](http://www.trichemicals.com)



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National Association of  
Chemical Distributors



Certified  
**SBA WOSB**  
Woman Owned Small Business



**nglcc**  
Certified LGBTQBE



# TRINTERNATIONAL

## WATER TREATMENT RAW MATERIALS

TRInternational, Inc. (TRI) provides creative sourcing solutions, quality product alternatives and personal customer service as a world-class, full-line global chemical distributor to the Water Treatment industry. The list below represents our featured raw materials, strongest products and best sourcing positions.

**Cooking & Boiler Treatment**  
**Odor Control**  
**Wastewater Treatment**

**Drinking Water Treatment**  
**Filtration**

**Disinfection**  
**pH Control**  
**Softening**

Acetic Acid  
Activated Carbon  
Aluminum Sulfate  
Ascorbic Acid  
Calcium Chloride  
Calcium Hydroxide  
Calcium Hypochlorite  
Carbon  
Caustic Potash (Potassium Hydroxide)  
Caustic Soda, Liquid (Sodium Hydroxide)  
Caustic Soda, Solid (Sodium Hydroxide)  
Copper Sulfate  
Diatomaceous Earth  
Ethyl Alcohol  
Ferric Chloride  
Ferric Salts  
Ferric Sulfate  
Ferrous Chloride  
Ferrous Salts  
Ferrous Sulfate  
Glycerine  
Hydrochloric Acid (Muriatic Acid)  
Hydrofluorsilic Acid  
Hydrogen Peroxide

Isopropyl Alcohol  
Lime  
Magnesium Chloride  
Magnesium Hydroxide  
Methanol  
Mineral Oils  
Nitric Acid  
Phosphates  
Phosphoric Acid  
Potassium Permanganate  
Silicates  
Sodium Bicarbonate  
Sodium Bisulfate Solution  
Sodium Bisulfite Solution  
Sodium Carbonate (Soda Ash)  
Sodium Chloride (Salt)  
Sodium Chlorite  
Sodium Hypochlorite  
Sodium Metabisulfite  
Sodium Permanganate  
Sulfuric Acid

Featured raw materials for  
Water Treatment

[www.trichemicals.com/industries](http://www.trichemicals.com/industries)

# TRINTERNATIONAL

## SUPPLYING INDUSTRY WORLDWIDE

### Features & Services

- Raw Materials Product & Sourcing Solutions
- PPE / Healthcare Products & Sourcing Solutions
- Dedicated Operations, Logistics, & Support
- Customer specific sourcing & supply
- Custom Manufacturing, Formulation, Packaging, & Storage
- We secure "hard to source" products
- National Association of Chemical Distributors (NACD) member
- Verified 'Responsible Distributor'
- Proudly Women-Owned & Veteran Founded
- Established 1994, trusted industry experts

### TRI USA Regional Locations

West Coast	Midwest	Northeast
Southwest	Mid-South	Southeast

### Custom Blending Facility

Chicago, IL, USA

### Supplier Partnerships & Sourcing Agents:

Middle East	Taiwan
China	Japan
India	Germany
South Korea	Turkey
Thailand	Canada



### Major Stocking Points

Atlanta, GA	Edmonton, AB	Oakland, CA
Chicago, IL	Houston, TX	Savannah, GA
Cleveland, OH	Little Rock, AK	Seattle, WA
Columbus, Ohio	Mobile, AL	Simpsonville, SC
Dallas, TX	Newark, NJ	St. Louis, MO
Denver, CO	Norfolk, VA	Tampa, FL
		Vancouver, BC

### Major Sourcing Points

Belgium	Italy	South Africa
Brazil	Japan	Taiwan
China	Korea	Thailand
Germany	Netherlands	Turkey
India	Spain	USA

### Industries Served

Adhesives & Sealants	Inks & Dyes	Personal Care
Chemical Formulating	Metal Work, Care & Cleaning	Plastics & Rubber
Composites	Mining	Polymer Building Block
Food Ingredients	Oil & Gas	PPE & Healthcare
Household & Industrial Cleaning	Paint & Coatings	Water Treatment

**TRINTERNATIONAL**

22817 102nd Place West, Edmonds, WA 98020, USA

P: +1(206) 505-3500 @TRICHEMICALS



a proud member of  
**nacd**  
National Association of  
Chemical Distributors





WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to  
TR International Trading Company

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - Pacific, a WBENC Regional Partner Organization.

Certification Granted: November 3, 2020  
Expiration Date: November 30, 2021  
WBENC National Certification Number: WBE2002806

Authorized by Janice Greene, PhD, President & CEO  
Women's Business Enterprise Council - Pacific



NAICS: 424690, 325510  
UNSPSC: 12161900, 12161901, 12161902, 12161903, 12161904, 12161905, 12161906, 12161907, 12161908, 12161909, 12161910, 12161911, 12161912, 12161913, 12162100, 12162101, 12162200, 12162201, 12162202, 12162203, 12162204, 12162205, 12162206, 12162207, 12162208, 12162209, 12162210, 12162211, 12162212, 12162300, 12162301, 12162302, 12162303, 12162304, 12162305, 12162400, 12162401, 12162402, 12162403, 12162500, 12162501, 12162502, 12162503, 12162700, 12162701, 12162702, 12162800, 12162801, 12162802, 12163100, 12163101, 12163102, 12163500, 12163501, 12163600, 12163601, 12163602, 12163900, 12163901, 12163902, 12164200, 12164201, 12164300, 12164301, 12164302, 12164303, 12164400, 12164401, 12164402, 12164500, 12164501, 12164502, 12164503, 12164504, 12164505, 12164506, 12164507, 12164508, 12164509, 12164600, 12164601, 12164602, 12164603, 12164604, 12164605, 12164606, 12201500, 12201501, 12201502, 12201503, 12201504, 12201505, 12201600, 12201601, 12201602, 12201603, 12352100, 12352101, 12352102, 12352103, 12352104





The Public Health and Safety Organization

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# NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, July 21, 2021** at 12:15 a.m. Eastern Time. Please contact [NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Affinity&ChemicalName=Aluminum+Sulfate&>

## NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

### Affinity Chemical LLC

3016 Southwestern Boulevard  
P.O. Box 601298  
Dallas, TX 75360-1298  
United States  
972-880-1493  
[Visit this company's website](#)

**Facility : # 1 USA**

#### Aluminum Sulfate [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished

drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

## Facility : # 2 USA

### Aluminum Sulfate [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

## Facility : # 3 USA

### Aluminum Sulfate [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished

drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

## Facility : # 4 USA

### Aluminum Sulfate [AL]

#### Trade Designation

	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

## Facility : # 5 USA

### Aluminum Sulfate[AL]

#### Trade Designation

	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

## Facility : # 6 USA

**Aluminum Sulfate [AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

**Facility : Prattville, AL****Aluminum Sulfate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 61

Processing time was 1 seconds

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**FINANCIAL SERVICES**  
212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3328 Ext. 4      FAX (580) 581-3438

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August 3, 2021

Interested Vendor:

**SUBJECT: Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL20-028 Liquid Aluminum Sulfate**, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original properly signed and notarized**.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

**If you will require additional documents to be executed such as service agreements etc., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.**

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, contact Marcie Segó via email at [Marcie.sego@lawtonok.gov](mailto:Marcie.sego@lawtonok.gov) or Maegan Dowlen via email at [maegan.dowlen@lawtonok.gov](mailto:maegan.dowlen@lawtonok.gov).

Sincerely,

Maegan Dowlen  
Contract Administrator  
Financial Services

## City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Marcie Sego, Buyer <a href="mailto:marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a> Maegan Dowlen, Contract Administrator <a href="mailto:maegan.dowlen@lawtonok.gov">maegan.dowlen@lawtonok.gov</a>	
Date Bid Typed: August 3, 2021	Dates Bid Advertised: August 4, 2021	No Bids Received After: August 24, 2021	2:00 P.M.
Contract Number and Title: <b>CL20-028 LIQUID ALUMINUM SULFATE</b>		Requirements-type Contract: YESX	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: CHEMTRADE CHEMICALS US LLC / ELIZABETH RYNO		Reason for No Bid:	
Mailing Address: 90 EAST HALSEY ROAD, SUITE 200		Terms: NET 30 DAYS FROM DATE OF SHIPMENT	
City: PARSIPPANY, NJ	State: NJ	Zip: 07054	Delivery: 2 - 3 DAYS A.R.O.
Area Code and Phone Number: 800-441-2659		FAX Area Code and Phone Number: 973-515-4461	
Federal Employer Identification Number or Social Security Number 74-3104940			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: STATE OF NEW JERSEY COUNTY OF MORRIS

ELIZABETH RYNO

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

*Elizabeth Ryno*  
SIGNATURE OF AUTHORIZED AGENT

Firm: CHEMTRADE CHEMICALS US LLC

ELIZABETH RYNO, MARKETING SPECIALIST  
PRINT/TYPE NAME/TITLE

Address: 90 EAST HALSEY ROAD, SUITE 200

Subscribed & sworn before me this 19<sup>th</sup> day of August, 2021

PARSIPPANY, NJ 07054

(City, State, Zip)

*Christine LaSala*  
Notary Public

Phone: 800-441-2659

My Commission expires:

INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11

**Christine A. LaSala**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission # 50162901**  
**My Commission Expires 3/1/2026**

## **GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

### **BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

- 1. EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
- 2. NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
- 3. OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
- 4. BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
- 5. WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
  - 1. Award by individual item, group of items, all or none, or a combination thereof.
  - 2. Award based upon a geographical district basis with one or more suppliers.
  - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.

8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.

9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.

10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.

11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.

12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to

quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.

26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.

30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract t the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
  - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injures arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a place shall be maintained on the file with the City Clerk of the City.



37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
  - b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will

check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.

43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.
44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF NEW JERSEY

~~88~~ FEIN: 74-3104940

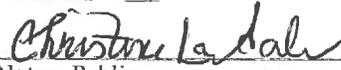
COUNTY OF MORRIS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

CHEMTRADE CHEMICALS US LLC  
Business Name / Contractor Name

  
Signed  
Print . ELIZABETH RYNO, MARKETING SPECIALIST

Attested to before me this 10 day of AUGUST 20 21

  
Notary Public

My Commission Expires \_\_\_\_\_ 20\_\_\_\_\_



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

**Bid Number: CL20-028**

**Bid Title: Liquid Aluminum Sulfate**

Vendor Name: CHEMTRADE CHEMICALS US LLC  
(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	* \$1.259

**Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or [David.hastings@lawtonok.gov](mailto:David.hastings@lawtonok.gov).**

\* FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$463.00/ DRY TON.

**Notes:**

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are no insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.

## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** M-127

**SPECIFICATION TITLE:** Aluminum Sulfate, Liquid

**APPROVAL DATE:** 10/15/03

**DELIVERY:** City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

**ALUMINUM SULFATE, LIQUID**

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

		COMPLY
1). Total soluble Al <sub>2</sub> O <sub>3</sub> 3%	Minimum 8.0- Maximum 8.3	Y <u>x</u> N ___
2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> %	<0.02	Y <u>x</u> N ___
3). Water insolubles, %	0.02 Max	Y <u>x</u> N ___
4). Vendor to supply security information 24 hours prior to delivery. i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)		YES
5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.		YES
6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.		YES
7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.		YES

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current and complete material safety data sheet (MSDS) before their first delivery. YES
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water. YES
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers. YES
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment. YES







**DELEGATION OF AUTHORITY**

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Christine LaSala	Delana Peralta	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook  
President and Chief Executive Officer

**CERTIFICATE OF SECRETARY**

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook  
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Susan Pare  
Corporate Secretary

Seal



**CHEMTRADE**

Water Chemicals Group

90 East Halsey Road, Ste. 200  
Parsippany, NJ 07054  
Tel: 800-441-2659  
Fax: 973-515-4461  
[www.ChamtradeLogistics.com](http://www.ChamtradeLogistics.com)

August 10, 2021

**SUBJECT: Bid Tabulation Request**  
**Bid CL20-028 Liquid Aluminum Sulfate**  
**Opened August 24, 2021 @ 2:00 pm**

Thank you for the opportunity to bid on your Water and Waste Water Treatment Chemical requirements.

Chemtrade Chemicals would like to obtain the bid tabulations for the attached bid.

Bid results can be mailed, faxed or emailed. Bid tabs can be faxed to my attention at (973) 515-4461 or emailed to [Bids@ChemtradeLogistics.com](mailto:Bids@ChemtradeLogistics.com)

Thank you for your assistance in this matter. Chemtrade Chemicals looks forward to future opportunities to bid on your water treatment chemical needs.

Very truly yours,

Beth A. Ryno

Marketing Specialist  
Phone: (800) 441-2659  
Direct Line: (973) 515-1858  
Fax: (973) 515-4461  
Direct Email: [bryno@chemtradeLogistics.com](mailto:bryno@chemtradeLogistics.com)  
Dept. Email: [bids@chemtradeLogistics.com](mailto:bids@chemtradeLogistics.com)



**CHEM TRADE**

**Water Chemicals Group**

**90 East Halsey Road  
Parsippany, NJ 07054  
Tel: 800-441-2659  
Fax: 973-515-4461  
[www.ChemtradeLogistics.com](http://www.ChemtradeLogistics.com)**

## **WARRANTY INFORMATION**

Chemtrade Chemicals will accept return of material and replace material. Samples will be taken of material and analyzed. Any material that is off-spec as a result of a Chemtrade's production error will be replaced without cost to customer. If product damage is a result of transportation, we will then partner with our carrier to pursue the cause of the problem and develop a resolution in the best interest of the customer.



**Water Treatment Group**

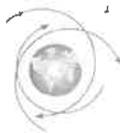
90 East Halsey Road  
Parsippany, NJ 07054  
Tel: 1-800-441-2653  
Fax: (973) 515-4461  
[www.chemtradelogistics.com](http://www.chemtradelogistics.com)

### **PRODUCT CERTIFICATION**

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

  
\_\_\_\_\_  
Elizabeth Ryno  
Marketing Specialist



## Liquid Alum PRODUCT DATA SHEET

### CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

**NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified**

### TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)	1.4 - 2.6	
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35	
	Freezing Point	-16°C (4°F)	
	Density, lbs./gal., US	10.8 - 11.3	
	Aluminum as Al, %	4.2 - 4.5	
	Aluminum as Al <sub>2</sub> O <sub>3</sub> , %	8.0 - 8.4	
	Aluminum as Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> •14H <sub>2</sub> O (Dry Alum), %	46 - 49	

### PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

### SHIPPING CONTAINERS

Bulk transport      Bulk car      275 US gal. one-way container      55 US gal. plastic drum

### SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)  
Hazard Class: 8      ID Number: UN3264      Packing Group: III  
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

### PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center  
315-478-2323 or 800-255-7589

Water Treatment Chemicals  
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019

Date of Issue: 05/01/2015

Version: 9.0

### SECTION 1: IDENTIFICATION

#### Product Identifier

**Product Form:** Mixture

**Product Name:** Liquid Alum

#### Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

#### Name, Address, and Telephone of the Responsible Party

##### **Manufacturer**

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

[www.chemtradelogistics.com](http://www.chemtradelogistics.com)

#### Emergency Telephone Number

**Emergency Number :**

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

### SECTION 2: HAZARDS IDENTIFICATION

#### Classification of the Substance or Mixture

##### **GHS Classification**

Met. Corr. 1                      H290

Eye Dam. 1                      H318

Aquatic Acute 3                H402

Full text of hazard classes and H-statements : see section 16

#### Label Elements

##### **GHS Labeling**

**Hazard Pictograms**



**Signal Word**

: Danger

**Hazard Statements**

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

**Precautionary Statements**

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P321 - Specific treatment (see section 4 on this SDS).  
P363 - Wash contaminated clothing before reuse.  
P390 - Absorb spillage to prevent material damage.  
P405 - Store locked up.  
P406 - Store in corrosive resistant container with a resistant inner liner.  
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

### Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

### Unknown acute toxicity

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

\*\*As  $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$  (Dry Aluminum Sulfate).

\*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

\*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

## SECTION 4: FIRST AID MEASURES

### Description of First-aid Measures

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

**Skin Contact:** Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

**Eye Contact:** Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

**Ingestion:** Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

### Most Important Symptoms and Effects Both Acute and Delayed

**General:** May cause skin irritation and eye damage.

**Inhalation:** May be corrosive to the respiratory tract.

**Skin Contact:** May cause irritation.

**Eye Contact:** Causes permanent damage to the cornea, iris, or conjunctiva.

**Ingestion:** May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

**Chronic Symptoms:** None expected under normal conditions of use.

### Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### Extinguishing Media

**Suitable Extinguishing Media:** Water spray, dry chemical, foam, carbon dioxide.

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

### Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

**Explosion Hazard:** Contact with metallic substances may release flammable hydrogen gas.

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

### Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Can liberate toxic and corrosive fumes of SO<sub>2</sub> and SO<sub>3</sub> under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

**Other Information:** Do not allow run-off from fire fighting to enter drains or water courses.

### Reference to Other Sections

Refer to Section 9 for flammability properties.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

#### For Non-Emergency Personnel

**Protective Equipment:** Use appropriate personal protective equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### For Emergency Personnel

**Protective Equipment:** Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

### Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

### Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

## SECTION 7: HANDLING AND STORAGE

### Precautions for Safe Handling

**Additional Hazards When Processed:** May be corrosive to metals. May release corrosive vapors.

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.

### Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

**Incompatible Materials:** Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

### Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

#### Exposure Controls

**Appropriate Engineering Controls:** Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



**Materials for Protective Clothing:** Chemical resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye Protection:** Chemical safety goggles and face shield.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

**Other Information:** When using, do not eat, drink or smoke.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

#### Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

### SECTION 10: STABILITY AND REACTIVITY

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

**Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).

**Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

**Conditions to Avoid:** Extremely high or low temperatures and incompatible materials.

**Incompatible Materials:** Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

**Hazardous Decomposition Products:** None expected under normal conditions of use.

## SECTION 11: TOXICOLOGICAL INFORMATION

### Information on Toxicological Effects - Product

**Acute Toxicity (Oral):** Not classified

**Acute Toxicity (Dermal):** Not classified

**Acute Toxicity (Inhalation):** Not classified

**LD50 and LC50 Data:** Not available

**Skin Corrosion/Irritation:** May cause skin irritation and eye damage.

**pH:** 1.4 - 2.6

**Eye Damage/Irritation:** Causes serious eye damage.

**pH:** 1.4 - 2.6

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** Not classified

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Aspiration Hazard:** Not classified

**Symptoms/Effects After Inhalation:** May be corrosive to the respiratory tract.

**Symptoms/Effects After Skin Contact:** May cause skin irritation.

**Symptoms/Effects After Eye Contact:** Causes permanent damage to the cornea, iris, or conjunctiva.

**Symptoms/Effects After Ingestion:** May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

### Information on Toxicological Effects - Ingredient(s)

**LD50 and LC50 Data:**

<b>Water (7732-18-5)</b>	
<b>LD50 Oral Rat</b>	> 90000 mg/kg

## SECTION 12: ECOLOGICAL INFORMATION

### Toxicity

**Ecology - General:** Harmful to aquatic life.

<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>	
<b>LC50 Fish 1</b>	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
<b>EC50 Daphnia 1</b>	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
<b>LD50 Fish 2</b>	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

### Persistence and Degradability

<b>Liquid Alum</b>	
<b>Persistence and Degradability</b>	Not established.

### Bioaccumulative Potential

<b>Liquid Alum</b>	
<b>Bioaccumulative Potential</b>	Not established.

### Mobility in Soil

Not available

### Other Adverse Effects

**Other Information:** Avoid release to the environment.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

### SECTION 13: DISPOSAL CONSIDERATIONS

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

**Additional Information:** Container may remain hazardous when empty. Continue to observe all precautions.

**Ecology - Waste Materials:** Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

### SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

### SECTION 15: REGULATORY INFORMATION

#### US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

#### SARA 311/312

<b>Liquid Alum</b>
Immediate (acute) health hazard

#### US TSCA Flags

Not present

#### US State Regulations

##### California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

#### State Right-To-Know Lists

<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes  
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No  
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

### Canadian Regulations

#### Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)  
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

### International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

### Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

### GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

### NFPA 704

NFPA Health Hazard : 2  
 NFPA Fire Hazard : 0  
 NFPA Reactivity Hazard : 1

### HMIS Rating

Health : 2  
 Flammability : 0  
 Physical : 1  
 PPE See Section 8

### Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances  
 ACGIH - American Conference of Governmental Industrial Hygienists  
 AIHA - American Industrial Hygiene Association  
 ATE - Acute Toxicity Estimate  
 BCF - Bioconcentration factor  
 BEI - Biological Exposure Indices (BEI)  
 CAS No. - Chemical Abstracts Service number  
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration  
 LD50 - Median Lethal Dose  
 LOAEL - Lowest Observed Adverse Effect Level  
 LOEC - Lowest-observed-effect Concentration  
 Log Pow - Octanol/water Partition Coefficient  
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response  
 NIOSH - National Institute for Occupational Safety and Health

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ErC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 10, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&TradeName=alum&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=alum&PlantState=Texas+TX&)

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### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

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#### Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

**Facility :** Odem, TX

#### Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

do not exceed 0.05 mg/L.

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Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



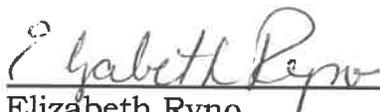
**Water Treatment Group**

90 East Halsey Road  
Parsippany, NJ 07054  
Tel: 1-800-441-2653  
Fax: (973) 515-4461  
[www.chemtradelogistics.com](http://www.chemtradelogistics.com)

### **PRODUCT CERTIFICATION**

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

  
\_\_\_\_\_  
Elizabeth Ryno  
Marketing Specialist



**CHEMTRADE**

<http://www.chemtradelogistics.com>

## Liquid Alum PRODUCT DATA SHEET

### CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

**NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified**

### TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)		1.4 - 2.6
	Specific Gravity @ 21°C (70°F)		1.30 - 1.35
	Freezing Point		-16°C (4°F)
	Density, lbs./gal., US		10.8 - 11.3
	Aluminum as Al, %		4.2 - 4.5
	Aluminum as Al <sub>2</sub> O <sub>3</sub> , %		8.0 - 8.4
	Aluminum as Al <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub> •14H <sub>2</sub> O (Dry Alum), %		46 - 49

### PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

### SHIPPING CONTAINERS

Bulk transport      Bulk car      275 US gal. one-way container      55 US gal. plastic drum

### SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)  
Hazard Class: 8      ID Number: UN3264      Packing Group: III  
The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

### PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center  
315-478-2323 or 800-255-7589

Water Treatment Chemicals  
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

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# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019 Date of Issue: 05/01/2015

Version: 9.0

### SECTION 1: IDENTIFICATION

#### Product Identifier

**Product Form:** Mixture

**Product Name:** Liquid Alum

#### Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

#### Name, Address, and Telephone of the Responsible Party

##### Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

[www.chemtradelogistics.com](http://www.chemtradelogistics.com)

#### Emergency Telephone Number

**Emergency Number :**

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

### SECTION 2: HAZARDS IDENTIFICATION

#### Classification of the Substance or Mixture

##### GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

#### Label Elements

##### GHS Labeling

##### Hazard Pictograms



GHS05

##### Signal Word

: Danger

##### Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

##### Precautionary Statements

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

- P321 - Specific treatment (see section 4 on this SDS).
- P363 - Wash contaminated clothing before reuse.
- P390 - Absorb spillage to prevent material damage.
- P405 - Store locked up.
- P406 - Store in corrosive resistant container with a resistant inner liner.
- P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

### Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

### Unknown acute toxicity

No data available

## SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

\*\*As  $Al_2(SO_4)_3 \cdot 14H_2O$  (Dry Aluminum Sulfate).

\*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

\*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

## SECTION 4: FIRST AID MEASURES

### Description of First-aid Measures

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

**Skin Contact:** Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

**Eye Contact:** Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

**Ingestion:** Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

### Most Important Symptoms and Effects Both Acute and Delayed

**General:** May cause skin irritation and eye damage.

**Inhalation:** May be corrosive to the respiratory tract.

**Skin Contact:** May cause irritation.

**Eye Contact:** Causes permanent damage to the cornea, iris, or conjunctiva.

**Ingestion:** May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

**Chronic Symptoms:** None expected under normal conditions of use.

### Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## SECTION 5: FIRE-FIGHTING MEASURES

### Extinguishing Media

**Suitable Extinguishing Media:** Water spray, dry chemical, foam, carbon dioxide.

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

### Special Hazards Arising From the Substance or Mixture

**Fire Hazard:** Not considered flammable but may burn at high temperatures.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

**Explosion Hazard:** Contact with metallic substances may release flammable hydrogen gas.

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

### Advice for Firefighters

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** Can liberate toxic and corrosive fumes of SO<sub>2</sub> and SO<sub>3</sub> under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

**Other Information:** Do not allow run-off from fire fighting to enter drains or water courses.

### Reference to Other Sections

Refer to Section 9 for flammability properties.

## SECTION 6: ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

**General Measures:** Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

#### For Non-Emergency Personnel

**Protective Equipment:** Use appropriate personal protective equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### For Emergency Personnel

**Protective Equipment:** Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

### Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

**Methods for Cleaning Up:** Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

### Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

## SECTION 7: HANDLING AND STORAGE

### Precautions for Safe Handling

**Additional Hazards When Processed:** May be corrosive to metals. May release corrosive vapors.

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

**Hygiene Measures:** Handle in accordance with good industrial hygiene and safety procedures.

### Conditions for Safe Storage, Including Any Incompatibilities

**Technical Measures:** Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

**Incompatible Materials:** Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

### Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

#### Exposure Controls

**Appropriate Engineering Controls:** Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



**Materials for Protective Clothing:** Chemical resistant materials and fabrics.

**Hand Protection:** Wear protective gloves.

**Eye Protection:** Chemical safety goggles and face shield.

**Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

**Other Information:** When using, do not eat, drink or smoke.

### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

#### Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

### SECTION 10: STABILITY AND REACTIVITY

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

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**Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).

**Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.

**Conditions to Avoid:** Extremely high or low temperatures and incompatible materials.

**Incompatible Materials:** Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

**Hazardous Decomposition Products:** None expected under normal conditions of use.

## SECTION 11: TOXICOLOGICAL INFORMATION

### Information on Toxicological Effects - Product

**Acute Toxicity (Oral):** Not classified

**Acute Toxicity (Dermal):** Not classified

**Acute Toxicity (Inhalation):** Not classified

**LD50 and LC50 Data:** Not available

**Skin Corrosion/Irritation:** May causes skin irritation and eye damage.

**pH:** 1.4 - 2.6

**Eye Damage/Irritation:** Causes serious eye damage.

**pH:** 1.4 - 2.6

**Respiratory or Skin Sensitization:** Not classified

**Germ Cell Mutagenicity:** Not classified

**Carcinogenicity:** Not classified

**Specific Target Organ Toxicity (Repeated Exposure):** Not classified

**Reproductive Toxicity:** Not classified

**Specific Target Organ Toxicity (Single Exposure):** Not classified

**Aspiration Hazard:** Not classified

**Symptoms/Effects After Inhalation:** May be corrosive to the respiratory tract.

**Symptoms/Effects After Skin Contact:** May cause skin irritation.

**Symptoms/Effects After Eye Contact:** Causes permanent damage to the cornea, iris, or conjunctiva.

**Symptoms/Effects After Ingestion:** May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

### Information on Toxicological Effects - Ingredient(s)

**LD50 and LC50 Data:**

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

## SECTION 12: ECOLOGICAL INFORMATION

### Toxicity

**Ecology - General:** Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

### Persistence and Degradability

Liquid Alum	
Persistence and Degradability	Not established.

### Bioaccumulative Potential

Liquid Alum	
Bioaccumulative Potential	Not established.

### Mobility in Soil

Not available

### Other Adverse Effects

**Other Information:** Avoid release to the environment.

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

### SECTION 13: DISPOSAL CONSIDERATIONS

**Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

**Additional Information:** Container may remain hazardous when empty. Continue to observe all precautions.

**Ecology - Waste Materials:** Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

### SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

### SECTION 15: REGULATORY INFORMATION

#### US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

#### SARA 311/312

<b>Liquid Alum</b>
Immediate (acute) health hazard

#### US TSCA Flags

Not present

#### US State Regulations

##### California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

#### State Right-To-Know Lists

<b>Sulfuric acid, aluminum salt (3:2) (10043-01-3)</b>
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

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U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes  
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No  
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

### Canadian Regulations

#### Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)  
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

### International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

### Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

### GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

### NFPA 704

NFPA Health Hazard : 2  
 NFPA Fire Hazard : 0  
 NFPA Reactivity Hazard : 1

### HMIS Rating

Health : 2  
 Flammability : 0  
 Physical : 1  
 PPE See Section 8

### Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances	LC50 - Median Lethal Concentration
ACGIH - American Conference of Governmental Industrial Hygienists	LD50 - Median Lethal Dose
AIHA - American Industrial Hygiene Association	LOAEL - Lowest Observed Adverse Effect Level
ATE - Acute Toxicity Estimate	LOEC - Lowest-observed-effect Concentration
BCF - Bioconcentration factor	Log Pow - Octanol/water Partition Coefficient
BEI - Biological Exposure Indices (BEI)	NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
CAS No. - Chemical Abstracts Service number	NIOSH - National Institute for Occupational Safety and Health
CERCLA RQ - Comprehensive Environmental Response, Compensation, and	

# Liquid Alum

## Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ErC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

*Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.*



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 10, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=chemtrade&TradeName=alum&PlantState=Texas+TX&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&TradeName=alum&PlantState=Texas+TX&)

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

#### Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue  
Syracuse, NY 13204  
United States

315-478-2323

Visit this company's website

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

**Facility :** Odem, TX

#### Aluminum Sulfate[AL]

##### *Trade Designation*

Alum

Aluminum Sulfate

Liquid Alum

Liquid Alum Acidized 0.5-10.0%

##### *Product Function*

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

##### *Max Use*

400mg/L

400mg/L

400mg/L

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese  
do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds



August 27, 2021

David Hastings  
Water Treatment Plant Superintendent  
C/O Lawton, OK

Re: Bid CL 20-028 Liquid Aluminum Sulfate

David,

An error occurred when submitting pricing for the referenced bid. A math function was transposed by Affinity's bid group

Bid price at \$298.75/TN (dry basis) delivered

- $\$298.75/2000 \times .485 / 11.1 = \$.00652$  (**done in error**)
- $\$298.75/2000 \times .485 \times 11.1 = \$.8401/\text{gal.}$  (**correct conversion**)

Per the bid document: "As the best interest of the city may require, the right is reserved to: ... wave any minor irregularity or technicality in bids received."

Affinity would like to apologize for any confusion resulting from the submitted irregularity.

We would ask that the corrected price be used to evaluate our proposal.

Let me know if you have any questions or if we can provide more information.

Thanks,

A handwritten signature in blue ink, appearing to read "Lance Johnson".

Lance Johnson  
Managing Member  
Affinity Chemical LLC

---

[www.affinitychemical.com](http://www.affinitychemical.com)

email: [ljohnson@affinitychemical.com](mailto:ljohnson@affinitychemical.com)



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-481

**Agenda Date:** 9/14/2021

**Agenda No:** 20.

---

**ITEM TITLE:**

Consider approving appointments to boards and commissions.

**INITIATOR:** Mayor Stan Booker

**STAFF INFORMATION SOURCE:** N/A

**BACKGROUND:** It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions.

**EXHIBIT:** Proposed appointments

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the appointments to boards and commissions.



## Office of the Mayor

212 SW 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3301 Fax (580) 581-3536

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September 14, 2021

### **Board of Adjustment**

Shane Lupi  
1906 NW Cherry Avenue  
Lawton, OK 73505  
580-704-0018  
Term Expires 10/28/2024

### **Building Development Appeals Board**

Joshua Dickson  
811 SE 3<sup>rd</sup> Street  
Lawton, OK 73501  
580-536-5820  
Term Expires 09/07/2023

### **Mayor's Commission on the Status of Women**

Jennifer Ellis- Western District  
PO Box 442  
204 Big Rock Road  
Medicine Park, OK 73557  
580-355-2182  
Term Expires 09/07/2023

Emily K Ellis- Eastern County Commissioner  
515 NW Dearborn Avenue  
Lawton, OK 73501  
Term Expires 09/20/2023

### **Lawton Urban Renewal Authority (LURA)**

John Purcell  
3006 NE Muse Circle  
Lawton, OK 73507  
Term Expires 07/31/2024

**LURA Continued...**

Dr. Ernest Sheppard  
2604 NW Lake Front Drive  
Lawton, OK 73505  
Term Expires 07/31/2024

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation. Creating leadership and opportunity for southwest Oklahoma



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-465

**Agenda Date:** 9/14/2021

**Agenda No:** 21.

---

**ITEM TITLE:**

Hold a public hearing and consider an ordinance to close a 25-foot wide by 100-foot long portion of the right-of-way of SE Stafford Avenue, adjacent to Lot 10, Block 12, Industrial Addition.

**INITIATOR:** Richard Rogalski, Deputy City Manager

**STAFF INFORMATION SOURCE:** Richard Rogalski, Deputy City Manager

**BACKGROUND:**

On August 10, 2021, City Council voted to set this date to hold a public hearing for a request to close a 25-foot wide by 100-foot long portion of the right-of-way of SE Stafford Avenue, adjacent to Lot 10, Block 12, Industrial Addition. The request has been made by AMG Holding Company LLC, owners of the adjacent property, to accommodate the placement of a new ground mounted transformer by PSO to provide enhanced electrical service for the building. AEP-PSO would be allowed to be install the new transformer at that location in the public right-of-way but have requested this closure in order to obtain an easement specific for their equipment.

On August 14, 2021 notice was mailed to the nine (9) property owners within 300 feet of the requested area and the private utility companies that have rights to our right-of-way. Notice was also published in the Lawton Constitution on September 3, 2021. The Planning Department has received no letters or call regarding this request.

City Council Policy 5-1, regarding the closing of public ways and easements states “Public ways and easements are considered to be held in trust by the City government for the present and/or future use of the people of the City of Lawton. Except when a major development or redevelopment plan previously adopted by the LMAPC (CPC) and approved by the City Council requires closing of a public way or easement, it shall be the policy of the City Council not to approve such closings.” Upon review, staff does not believe that this request meets this policy and recommends that the City Council deny this request.

**EXHIBIT:**

Ordinance No 21-\_\_\_\_

Location Map

City Council Policy 5-1

**KEY ISSUES:** Closure of this right-of-way is not necessary.

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Hold a public hearing and do not approve Ordinance No. 21-\_\_\_\_.

ORDINANCE NO. 21-\_\_\_

AN ORDINANCE CLOSING A 25-FOOT WIDE BY 100-FOOT LONG PORTION OF THE RIGHT-OF-WAY OF STAFFORD AVENUE, ADJACENT TO LOT 10, BLOCK 12, INDUSTRIAL ADDITION.

*BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:*

SECTION 1. The following described street right-of-way as shown on the Industrial Addition plat is hereby closed to wit:

A portion of SE Stafford Avenue, more particularly described as follows:  
Commencing at the Southwest Corner of the Northwest Quarter of Section 32, Township 2-N, Range 11-W, of the Indian Meridian, Comanche County, Oklahoma; THENCE North a distance of 860.00 feet on the west line of said Northwest Quarter; THENCE East a distance of 1055.57 feet to the Northwest corner of Lot 2, Block 12, Unplatted Industrial Addition, Lawton, Oklahoma; THENCE East a distance of 200.00 feet on the north line of Lots 2, 1 and 10, Block 12, Unplatted Industrial Addition, Lawton, Oklahoma to the Point of Beginning;  
THENCE East a distance of 25.00 feet;  
THENCE S00°32'00"E a distance of 100.00 feet;  
THENCE West a distance of 25.00 feet;  
THENCE N00°32'00"W a distance of 100.00 feet on the east line of said Lot 10 to the Point of Beginning containing 0.06 acres more or less.  
(Located adjacent to Lot 10, Block 12, Industrial Addition.)

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this 14th day of September, 2021.

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOHN RATLIFF, CITY ATTORNEY

ORDINANCE NO. 21-\_\_\_\_\_

AN ORDINANCE CLOSING A 25-FOOT WIDE BY 100-FOOT LONG PORTION OF THE RIGHT-OF-WAY OF STAFFORD AVENUE, ADJACENT TO LOT 10, BLOCK 12, INDUSTRIAL ADDITION.

Brief Gist

This ordinance closes a 25-foot wide by 100-foot long portion of the right-of-way of SE Stafford Avenue, adjacent to Lot 10, Block 12, Industrial Addition, in the City of Lawton, Comanche County, Oklahoma.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this 14th day of September, 2021.

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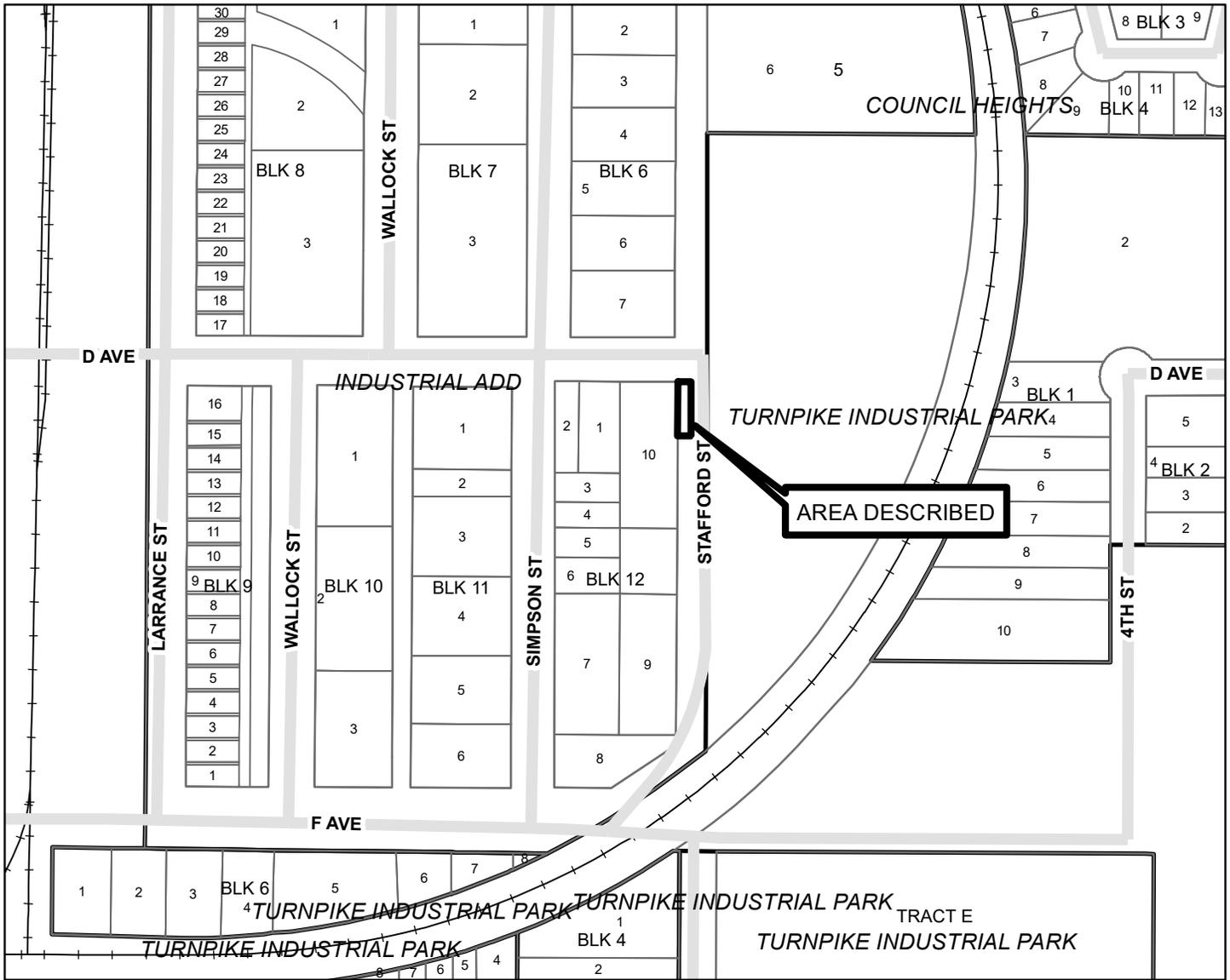
STANLEY BOOKER, MAYOR

ATTEST:

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TRACI HUSHBECK, CITY CLERK

(Published in *The Lawton Constitution* this \_\_\_\_ day of \_\_\_\_\_, 2021.)



# CLOSING OF PUBLIC WAY OR EASEMENT

REQUESTED BY: AMG HOLDING COMPANY LLC

AREA DESCRIBED AS :

Commencing at the Southwest Corner of the Northwest Quarter of Section 32, Township 2-N, Range 11-W, of the Indian Meridian, Comanche County, Oklahoma; THENCE North a distance of 860.00 feet on the west line of said Northwest Quarter; THENCE East a distance of 1055.57 feet to the Northwest corner of Lot 2, Block 12, Unplatted Industrial Addition, Lawton, Oklahoma; THENCE East a distance of 200.00 feet on the north line of Lots 2, 1 and 10, Block 12, Unplatted Industrial Addition, Lawton, Oklahoma to the Point of Beginning; THENCE East a distance of 25.00 feet; THENCE S00°32'00"E a distance of 100.00 feet; THENCE West a distance of 25.00 feet; THENCE N00°32'00"W a distance of 100.00 feet on the east line of said Lot 10 to the Point of Beginning containing 0.06 acres more or less.

## Legend

 AREA DESCRIBED



## **Council Policy 5-1 Policy on Closing Public Ways or Easements**

### **SUBJECT: Policy on Closing Public Ways or Easements**

**PURPOSE:** To prescribe policy for closing of public ways or easements.

**BACKGROUND:** Occasionally, the City receives requests for closure of a public way or easement. A written policy is needed to identify conditions which must be met for such closure.

### **POLICY/**

**PROCEDURES:** 1. Public ways and easements are considered to be held in trust by the City government for the present and/or future use of the people of the City of Lawton. Except when a major development or redevelopment plan previously adopted by the LMAPC and approved by the City Council requires closing of a public way or easement, it shall be the policy of the City Council not to approve such closings.

2. Consideration shall be given to further exceptions when:

(a) 1. By reason of previous closing and/or terrain obstacles, the public way or easement for which a closing is requested is interrupted at both ends of the requested closing, and

2. The public way or easement for which closing is requested is not used by the public and probably will not be so used in the future, and

3. The property on both sides of requested closing is under single ownership and the property on one side is so small or of such an irregular shape that it cannot be effectively used with the public way or easement open between the two parcels, or

(b) Specific cogent reasons are clearly identified which demonstrate that the requested closing is in the public interest.

3. When closings are approved it shall be the policy to preserve existing utility easements.

4. This Council Policy memorandum shall remain in effect until a new Council Policy is adopted.

**REFERENCES:** Article 42, Title 11 O.S. 1991

Article 3, Chapter 18, Lawton City Code, 1985

**EFFECTIVE DATE**

**RESCISSION:** This policy became effective February 11, 1975. This version updates the format and assigns a new number to Council Policy No. 7.

**RESPONSIBLE**

**DEPARTMENT:** Planning and Special Studies.

---

JOHN T. MARLEY

MAYOR

November 17, 1995



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-466

**Agenda Date:** 9/14/2021

**Agenda No:** 22.

---

**ITEM TITLE:**

Consider receiving a presentation on the modified Public Service Organizations scoring results for FFY 2021, discuss recommendations from the City Planning Commission, and consider approving the Public Service Organization individual allocation amounts that are part of the Annual Action Plan for FFY 2021, and authorizing the Mayor and City Clerk to execute the agreements.

**INITIATOR:** Christine James, Community Services Director

**STAFF INFORMATION SOURCE:** Christine James, Housing & Community Development Administrator

**BACKGROUND:** On August 10, 2021, the City Council directed that the CPC re-score the C Carter Crane and Roadback PSO applications. Council felt since neither one of the organizations presented, that their application still should have been scored and that only Section 5 (Presentation Points) should reflect zero points and not the entire application in order for the scoring to be consistent by all scorers. Therefore, staff sent the City Planning Commission the applications of C Carter Crane and Roadback with the request that they be re-scored. On August 26, 2021, the City Planning Commission meet and made a recommendation to the City Council.

**EXHIBIT:** Modified Public Service Organization Scoring Results

**KEY ISSUES:** N/A

**FUNDING SOURCE:** CDBG federal grant

**STAFF RECOMMENDED COUNCIL ACTION:** Receive a presentation on the modified Public Service Organizations scoring results for FFY 2021, discuss recommendations from the City Planning Commission, and approve the Public Service Organization individual allocation amounts that are part of the Annual Action Plan for FFY 2021, and authorize the Mayor and City Clerk to execute the agreements.

### Modified Public Service Organization Scoring Results

Public Service Organizations	FY 2020 Funding	FY 2021 Total Application Score	FY 2021 % of Funding Based on Score	FY 2021 Proportional Funding*	FY 2021 Buffered Funding**
<b>C. Carter Crane Homeless Shelter-GPIF</b>	\$15,270.00	984.45	12.41%	\$13,326.52	\$13,326.52
<b>Family Homeless Shelter-Family Promise</b>	\$11,258.00	1,040.28	13.11%	\$14,082.29	\$13,509.60
<b>Recovery Coach Case Management and Counseling Services-Roadback Inc.</b>	\$13,264.00	913.86	11.52%	\$12,370.94	\$12,370.94
<b>Delinquency Prevention-Teen Court</b>	\$21,264.00	994.50	12.53%	\$13,462.56	\$17,011.20
<b>New Direction Domestic Violence Shelter-Marie Detty</b>	\$17,276.00	1,089.69	13.73%	\$14,751.15	\$14,751.15
<b>Professional Counseling Assistance Program/No Fee Service-Christian Family Counseling</b>	\$19,283.00	965.43	12.17%	\$13,069.04	\$15,426.40
<b>Prevention and Rehousing Program-Lawton Support Services</b>	\$9,273.00	913.70	11.52%	\$12,368.77	\$11,127.60
<b>Senior Health and Wellness-Center for Creative Living</b>	\$ -	1,032.63	13.01%	\$13,978.73	\$9,886.59
		<b>7,934.54</b>	<b>100.00%</b>	<b>\$107,410.00</b>	<b>\$107,410.00</b>

**\*Proportional Funding:** Funding allocation based on ratio of application score to total

**\*\*Buffered Funding:** Funding allocation with a maximum change of 20% from 2020 funding with new applicant receiving the remaining available funding balance

**Scholarship for After School Program-Grady Brewer Foundation-**Application received but does not qualify for 2021 funding since organization is not a 501(c)3



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-427

**Agenda Date:** 9/14/2021

**Agenda No:** 23.

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**ITEM TITLE:**

Consider an ordinance amending Chapter 8, Lawton City Code 2015, renaming the chapter, revising the scope, adding, and deleting definitions, adding a section on cybersecurity, and bringing several sections within Chapter 8, Lawton City Code 2015, into compliance with the Oklahoma Emergency Management Act of 2003 and establishing an effective date.

**INITIATOR:** City Attorney John Ratliff

**STAFF INFORMATION SOURCE:** City Attorney John Ratliff and City Manager Michael Cleghorn

**BACKGROUND:** While dealing with the aftermath of the historic winter weather event in February of this year, chapter 8 of Lawton City Code 2015 was identified by key leaders in the city as being woefully out of a date. This revision of the code is needed in order to align the city code with the Emergency Management Act of 2003 and to ensure that city officials/employees are operating the same terminology that their state and federal level counterparts are operating under. This revision also deleted antiquated terminology like “civil defense forces” and “civil defense activities” and replaced those words with terms used in the state statute. Additionally, a new section was added to address cybersecurity and emergency communication while operating under a proclaimed state of emergency.

**EXHIBIT:** Ordinance No. 21-\_\_\_\_\_

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Ordinance No. 21-\_\_\_\_\_, waive the reading of the ordinance, read the title only.

## Chapter 8 – PUBLIC HEALTH AND SAFETY

### Article 8-1 - GENERAL PROVISIONS

#### 8-1-101 - Intent of chapter—Scope.

It is declared to be the purpose of this chapter and the policy of the City of Lawton that all emergency management and hazard mitigation functions of the city be coordinated to the maximum extent with the comparable functions of the state and federal government, including its various departments and agencies, of other states and localities, and of private agencies of every type, to the end that the most effective preparation and use may be made of available workforce, resources and facilities for dealing with disaster and hazard mitigation.

State Law reference— Emergency Management Act of 2003, 63 O.S. Secs. 683.2 to 683.18.

#### 8-1-102 - Definitions.

A. As used in this article, the following terms shall have the meanings ascribed to them in this section:

1. “Emergency management” means the preparation for and the coordination of all emergency functions by organized and trained persons, who will extend existing governmental functions and provide other necessary nongovernmental functions, to prevent, minimize and repair injury and damage resulting from natural or man-made disasters developing to such an extent to cause an extreme emergency situation to arise which by joint declaration of the mayor and the mayor pro tem jeopardizes the welfare of the citizens of the City Lawton. These emergency functions include, but are not limited to, firefighting, law enforcement, medical and health, search and rescue, public works, warnings, communications, hazardous materials and other special response functions, evacuations of persons from affected areas, emergency assistance services, emergency transportation, and other functions related to preparedness, response, recovery and mitigation;
2. “Emergency Operations Plan” means that plan which sets forth the organization, administration and functions for emergency management by the City of Lawton;
3. “Emergency” means any occasion or instance for which, in the determination of the President of the United States, the Governor of the State of Oklahoma and the mayor/mayor pro tem of the City of Lawton determine that federal and/or state assistance is needed to supplement local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert threat of a catastrophe in any part of the city;
4. “Significant events” means all hazardous material releases of any size and type, earthquakes, fires involving large buildings or facilities and large grass or wildfires, explosions, bomb threats, terrorist/civil disturbance, aircraft crash, natural disaster, utility disruption, dam breach, technological/man-made

incident, search and rescue, structural collapse, and any other incident that poses significant consequences to the City of Lawton;

5. "Hazard mitigation" means any cost-effective measure which will reduce or eliminate the effects of a natural or man-made disaster;

6. "Man-made disaster" means a disaster caused by acts of man including, but not limited to, an act of war, terrorism, chemical spill or release, or power shortages that require assistance from outside the local political subdivision;

7. "Natural disaster" means any natural catastrophe, including, but not limited to, a tornado, severe storm, high water, flood waters, wind-driven water, earthquake, landslide, mudslide, snowstorm, or drought which causes damage of sufficient severity and magnitude to warrant hazard mitigation or the use of resources of the federal government, or the state and political subdivisions thereof to alleviate the damage, loss, hardship or suffering caused thereby; and

8. "Political subdivision" shall mean any county, city, town or municipal corporation of the State of Oklahoma represented by an elected governing body

8-1-103 - Emergency management authority of the mayor and the mayor pro tem over public health and safety.

A. The mayor and mayor pro tem acting in concert may exercise emergency power management authority as specified in this chapter.

B. Under the following circumstances, the mayor and mayor pro tem jointly may assemble and utilize emergency management functions may prescribe the manner and condition of their use: 1. Whenever, on the basis of information received from authoritative sources, the mayor and mayor pro tem feel that a significant event in the city or a man-made or natural disaster is impending or imminent; or 2. During any period of disaster, man-made or natural, or due to emergency in the city, and thereafter so long as the mayor and mayor pro tem deem it necessary for hazard mitigation.

C. During any period where a disaster or emergency in the city is imminent or when the city has been subjected to a significant event, the mayor and mayor pro tem acting in concert may promulgate measures they deem necessary to protect life and property and preserve critical resources. Such measures may include, but shall not be limited to, the following: 1. Implementation and execution of an Emergency Management Plan; 2. Orders prohibiting or restricting the movement of vehicles in order to facilitate the mass movement of persons from critical areas of the city; 3. Orders pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to attack or a homeland security issue; or 4. Orders designed to mitigate the hazard(s) to property and citizens from disasters or emergencies.

D. When obtaining formal approval would result in delay of homeland security, the mayor and mayor pro tem jointly may, until council convenes, waive procedures and formalities otherwise required pertaining to the performance of public works, entering contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase and distribution of supplies,

materials and facilities and expenditures of existing funds. The council is also empowered to waive any such procedures and formalities.

E. Whenever the mayor and mayor pro tem jointly find that any condition in the city has attained, or threatens to attain, the proportions of a natural or man-made disaster, they may assemble and utilize municipal firefighters, policemen and other city employees and may prescribe the manner and conditions of their use. The mayor and mayor pro tem, when they jointly deem it in the public interest, may send police and other emergency responders of the city to the aid of other communities stricken by natural or man-made disasters when such disasters are affecting the health, welfare or security of the stricken community; however, after the council convenes, the further continuance of any such disaster relief and the period thereof shall be subject to the action of the council.

#### 8-1-104 - Utilization of existing services and facilities.

In carrying out the provisions of this chapter, the mayor and mayor pro tem acting in concert are authorized to utilize the services, equipment, supplies and facilities of the existing departments, bureaus, offices, commissions, committees, authorities and agencies of the city to the maximum extent practicable. The officials, agents, employees and personnel of all such departments, bureaus, offices, commissions, committees, authorities and agencies of the city shall cooperate with and extend all services and facilities to the mayor and mayor pro tem in order to execute emergency management activities.

State Law reference— Utilization of services, equipment, etc. 63 O.S. Sec. 683.18.

#### 8-1-105 - Expenditures for emergency management activities.

A. The council shall appropriate from time to time such money as may be necessary for carrying out the provisions of this chapter. B. Except as provided in Section 8-1-103, no person shall expend any public funds in carrying out any emergency management activity authorized by this chapter without prior approval of the council. C. Except as provided in Section 8-1-103, no person shall have the right to bind the city by contract, agreement or otherwise without prior and specific approval of the council.

#### 8-1-106 – Exemption from civil liability.

A. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons, or providing a mass immunization and prophylaxis site or during an actual or impending emergency or exercise shall, together with any successors in interest, if any, not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises for loss of, or damage to, the property of such person; provided, that the injury or death was caused by or incidental to the actual use of such

premises for such real, actual or impending emergency or exercise, and further provided that nothing herein contained shall grant immunity from gross, willful or wanton acts of negligence.

B. Neither the City of Lawton nor any of its political subdivisions thereof nor any official or employee of the City of Lawton nor any of its political subdivisions thereof nor volunteer whose services have been accepted and utilized by an official or employee of the City of Lawton nor any of its political subdivisions thereof for carrying out the functions of this act shall be civilly liable for any loss or injury resulting to any person's company, corporation or other legal entity as a result of any decision, determination, order or action of such employee in the performance of assigned duties and responsibilities under this chapter during a stated emergency unless such loss or injury was caused by the gross negligence, or willfully and unnecessarily or by the wanton act of such state officer or employee or volunteer. Nothing in this chapter shall be construed to waive the sovereignty or immunity of the City of Lawton, nor any of its political subdivisions thereof, from being sued.

State Law reference— Exemption of civil liability, 63 O.S. Sec. 683.14.

#### 8-1-107 - Accept gifts, grants or loans.

Whenever the federal government or the state or any agency or officer thereof, or any person offers to the City of Lawton any services, equipment, supplies, materials or funds by way of gift, grant or loan for purposes of emergency management and disaster relief, the city, acting through the mayor and mayor pro tem jointly, may authorize any official of the city, as the case may be, to receive such services, equipment, supplies, materials or funds on behalf of the city, and subject to the terms of the offer and the orders and regulations, if any, of the agency making the offer. Such acceptance, however, shall not create any liability on the part of the city, city official, agent or employee thereof for failure to comply with the terms of such offer and the orders and regulations, if any, of the agency making the offer.

State Law reference— Appropriation powers--Gifts, grants and loans, 63 O.S. Sec. 683.17.

#### 8-1-108 - Coordination of programs—Mutual aid agreements.

A. All emergency management and disaster relief functions of the city shall be coordinated to the maximum extent possible with comparable functions of the state, federal and other local governments, including their various departments and agencies, and with private agencies of every type, to the end that the most effective preparation and use can be made of the city's manpower resources and facilities for dealing with any disaster or emergency that may occur.

B. The city manager may, subject to the approval of the mayor, mayor pro tem and council, develop, cause to be developed, or enter into mutual aid agreements for reciprocal emergency management aid and assistance in case of a disaster too great to be dealt with unassisted. The agreements shall be consistent with the county and state emergency operations plans and programs. In case of emergency, it shall be the duty of each local emergency response organization to render assistance in accordance with the mutual aid agreements.

C. The mayor/mayor pro tem may, subject to the approval of the governor, enter into mutual aid agreements with emergency response and disaster relief organizations in other states for reciprocal emergency management aid and assistance in case of disasters too great to be dealt with unassisted.

State Law reference— Mutual aid arrangements for reciprocal emergency management, 63 O.S. Sec. 683.12.

8-1-109 - Entry into barricaded area prohibited—Exceptions.

A. Employees of the city may erect barricades to keep persons and vehicles from an emergency or disasters, or for the purpose of directing pedestrian and vehicular traffic. No unauthorized person shall move, conceal or otherwise tamper with any such barricades. No person shall fail to heed such barricades or the entry into an area so barricaded, or fail to leave the barricaded area when requested to do so.

B. This section shall not apply to employees of the city engaged in their official duties, utility crews engaged in their official duties, and such other persons as may be designated by the person in charge of such area.

Cross reference— See also improper removal of barricades, Sec. 16-615.

8-1-110 - Interfering with first responders and city employees operating under a state of proclaimed emergency.

No person shall willfully obstruct, hinder or delay any municipal policemen, fire fighters or any other city employee in the enforcement of any of the orders or regulations issued pursuant to the authority contained in this chapter.

8-1-111 - Police to enforce chapter.

The police department is authorized and directed to take any necessary action to make effective any order, rule or regulation promulgated under the authority conferred by this chapter. The Chief of Police is authorized to augment the manpower of the department with auxiliaries as they deem appropriate to perform enforce authority lawfully exercised pursuant to this chapter.

8-1-112 - Chapter not construed as abridging power of council.

Nothing in this chapter shall be construed as power or authority to abridge or lessen the legislative and administrative powers of the city council, unless such authority is specifically granted in this chapter.

8-1-113 - Conflict with state or federal statute—Military order.

This chapter shall not be construed to conflict with any state or federal statute or with any order, rule or regulation from any branch of U.S. Armed Forces, Oklahoma Army and/or Air National Guard acting in either a title 10 or 32 status and/or the state militia acting under the direction of the Governor of Oklahoma. Moreover, nothing in this chapter shall be construed to abridge or constrain military support to civil authority exercised by any branch of the U.S. Armed Forces pursuant to the Insurrection Act of 1807 and the Posse Comitatus Act of 1878.

#### 8-1-114 - Proclamation of emergency.

Whenever in the judgment of both the mayor and mayor pro tem any emergency, significant event or a natural or man-made disaster exists, they shall issue a written proclamation of the existence of the emergency and issue such orders and regulations as they deem necessary to perform emergency management functions and mitigate hazards.

#### 8-1-115 - Proclamation—Orders and regulations.

A. After proclamation of an emergency, the mayor and mayor pro tem acting in concert may order a curfew applicable to such geographical areas of the city or to the city as a whole, as they deem advisable, and applicable during such hours as they deem necessary in the interest of the public safety and welfare.

B. After proclamation of an emergency, the mayor and mayor pro tem acting in concert may also, in the interest of public safety and welfare, make any or all of the following orders: 1. Order the closing of all retail liquor stores; 2. Order the closing of all taverns; 3. Order the closing of all private clubs or portions thereof wherein the consumption of intoxicating liquor and/or beer is permitted; 4. Order the discontinuance of the sale of beer and/or liquor; 5. Order the discontinuance of selling, distributing or giving away gasoline or other flammable or combustible liquids or products in any container other than a gasoline tank properly affixed to a motor vehicle. 6. Order the closing of gasoline stations and other establishments the chief activity of which is the sale, distribution or dispensing of flammable or combustible liquids or products; 7. Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever; 8. Order the closing of any or all establishments or portions thereof the chief activity of which is the sale, distribution, dispensing or giving away of firearms or ammunition; 9. Order that no person shall carry, possess or use any club, brick or gasoline-filled bottle or container with a fuse type wick inserted in the neck, or gasoline or petroleum base firebomb or other incendiary missile or weapon who uses or intends to use the same unlawfully against the persons or property of another; 10. Order, if deemed necessary, the closing of any and all business, commercial and industrial establishments; 11. Call upon regular and auxiliary law enforcement agencies and organizations within or without the city to assist in preserving and keeping the peace; 12. Designate any public street, thoroughfare or vehicle parking areas closed to motor vehicle and pedestrian traffic; and 13. Issue such other orders as are imminently necessary for the protection of life and property.

8-1-116 - Effective date of proclamation—Termination.

Upon filing the proclamation authorized in this chapter with the city clerk, it shall become effective, having the force of law; and it shall remain in full force and effect until it has been terminated by a joint filing of a copy of the termination with the clerk by the mayor and mayor pro tem.

8-1-117 - Council appointment of alternate—Dispute resolution.

A. In the event either the mayor or mayor pro tem are unable for any reason to exercise their powers and carry out their duties and responsibilities under the provisions of this chapter, the council will appoint a council member to serve in their place until such time as the mayor or mayor pro tem are able to resume doing so.

B. In the event the mayor and mayor pro tem are unable to resolve any differences between them in the joint exercise of their powers and carrying out their duties and responsibilities under the provisions of this chapter, such disagreements shall be referred to the council for resolution by action taken by a majority of the council members present at an emergency, special, or regular council meeting.

8-1-118- Cybersecurity

The Director of Information Technology shall be empowered to take necessary measures to harden the city's information networks and data from malicious cyber attacks that may attempt to delay, disrupt or impair digital communication during a proclaimed state of emergency.

8-1-119- Establishment of an Emergency Operations Center (EOC)

The mayor and the mayor pro tem acting in concert may decide to establish an EOC if they determine that is in best interest of the city to do so. In the event an EOC is established, the City Manager shall be responsible for its daily operations.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-467

**Agenda Date:** 9/14/2021

**Agenda No:** 24.

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**ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the status of an ongoing investigation concerning pension calculations, and, if necessary, take appropriate action in open session.

**INITIATOR:** John Ratliff, City Attorney

**STAFF INFORMATION SOURCE:** Dewayne Burk, Deputy City Manager; Timothy Wilson, Deputy City Attorney; and Craig Akard, Interim Human Resources Director

**BACKGROUND:** Staff, in late 2019, initiated an investigation into the methods used in its employee pension calculations. This investigatory review remains open. The City Attorney / Deputy City Attorney advises the Council that the disclosure of information relating to the ongoing investigation will seriously impair the ability of the public body to conduct said investigatory review and/or defend its interests, and from that determination, the Council should convene in executive session to discuss this matter.

**EXHIBIT:** N/A

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Convene in executive session to discuss the status of an ongoing investigation concerning pension calculations, and, if necessary, take appropriate action in open session.



# City of Lawton

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

## Commentary

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**File #:** 21-457

**Agenda Date:** 9/13/2021

**Agenda No:** 1.

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**ITEM TITLE:**

Pursuant to Section 307 B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session.

**INITIATOR:** John Ratliff, City Attorney

**STAFF INFORMATION SOURCE:** John Ratliff, City Attorney

**BACKGROUND:** The City Attorney desires to discuss with the Council a pending investigation under City Code Section 17-2-13-274. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the pending investigation will seriously impair the ability of the public body to conduct the pending investigation in the public interest, and from that determination, the Council should convene in executive session to discuss this matter.

**EXHIBIT:** None

**KEY ISSUES:** None

**FUNDING SOURCE:** General Fund

**STAFF RECOMMENDED COUNCIL ACTION:** Discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session.