



FINANCIAL SERVICES
212 SW 9th 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 24th, 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 Sego at Marcie.sego@lawtonok.gov and Maegan Dowlen at maegan.dowlen@lawtonok.gov.

Thank you,

Maegan



FINANCIAL SERVICES
212 SW 9th 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 3rd 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 or Maegan Dowlen, Contracts Administrator, at maegan.dowlen@lawtonok.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Maegan Dowlen", is 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 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

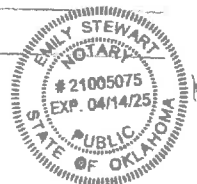
Subscribed & sworn before me this 21 day of August, 20 21

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 REQUIREMENTS-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.

Notary Public

Emily Stewart

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. Thiemec 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
As per specifications attached.			

All manhole bases should be built as per City of Lawton Standard Details, all components shall conform to ASTM 478C.

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, 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:

Primary Structure, Inc.	Austin Stewart	8/21/21
Company Name	Representative	Date

C: 405-312-3985

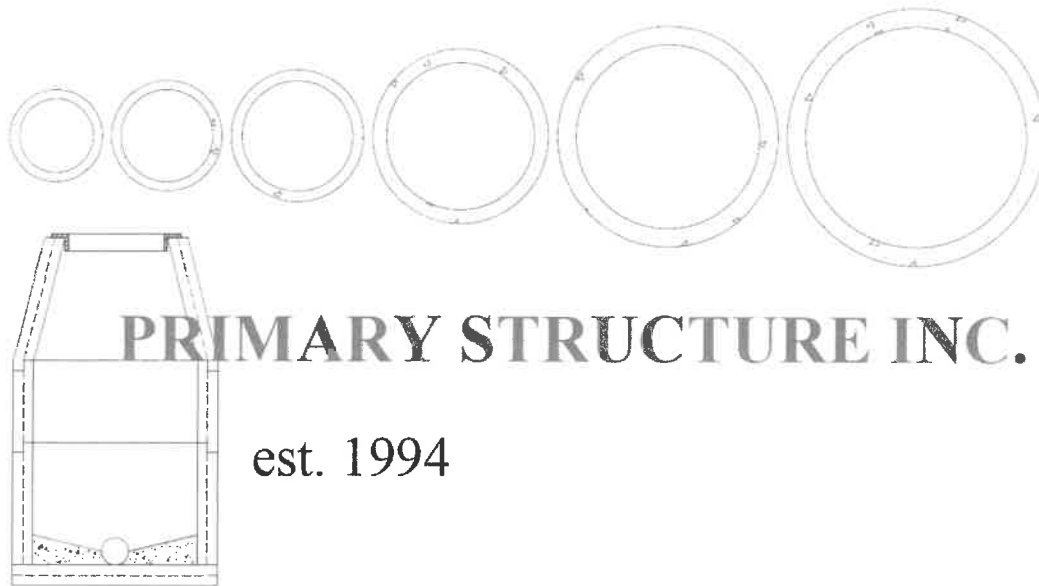
O: 405-260-0823

405-260-1803

Phone Number

Fax Number

Primary Structure Inc.
Structure Design Guide



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

Table of Contents

Page 4.....	General Overview
Page 5.....	Assembly
Page 6-8.....	Drawings and Details
Page 9.....	Appendix A.1
Page 10-11.....	Appendix A.2
Page 12.....	Appendix A.3
Page 13-15.....	Appendix B.1
Page 16.....	Appendix B.2
Page 17-20.....	Appendix C

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.

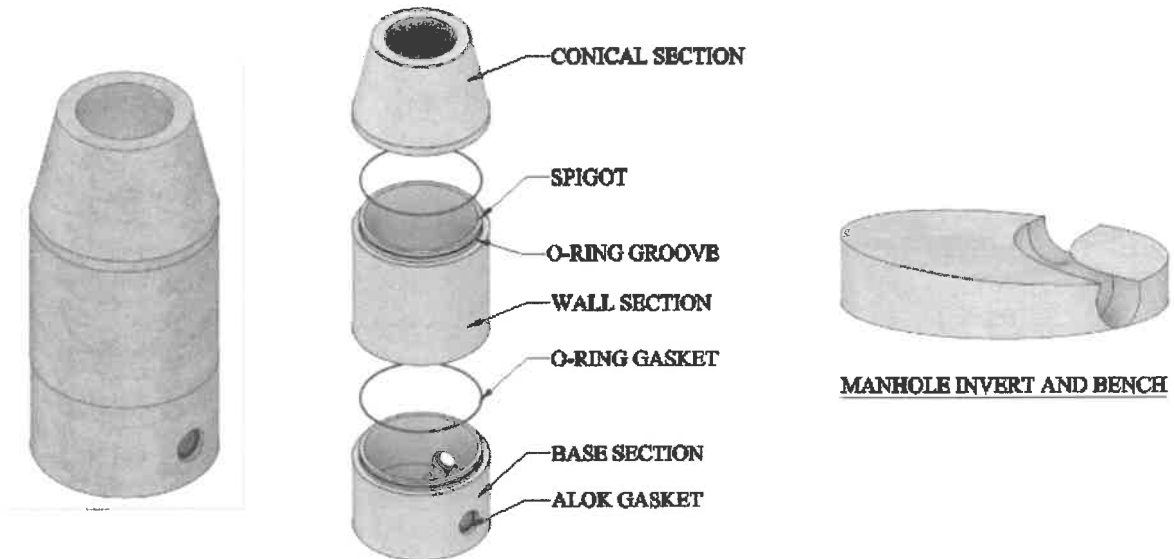
Conical Section / Flat Slab Top:

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.

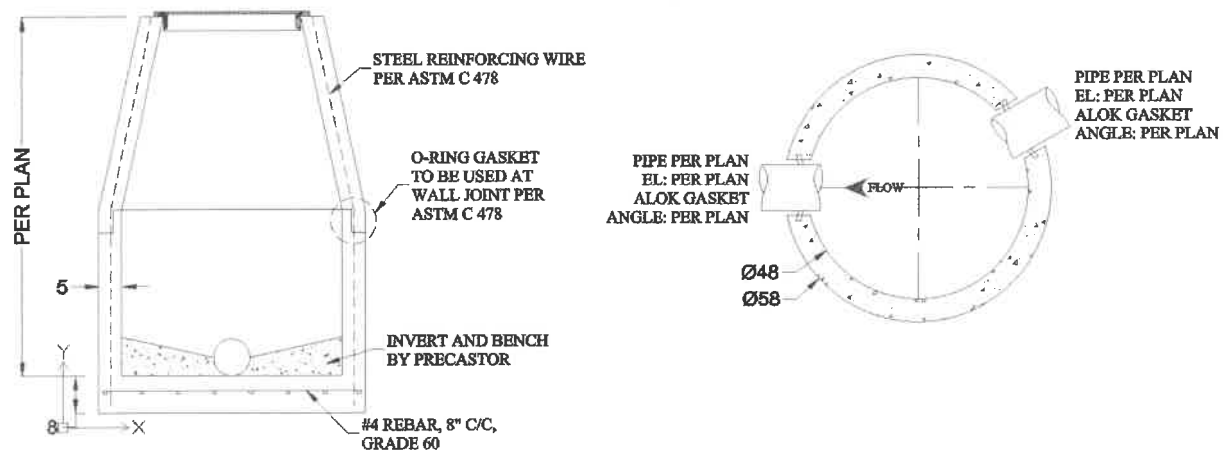
Drawings and Details

Manhole Assembly:



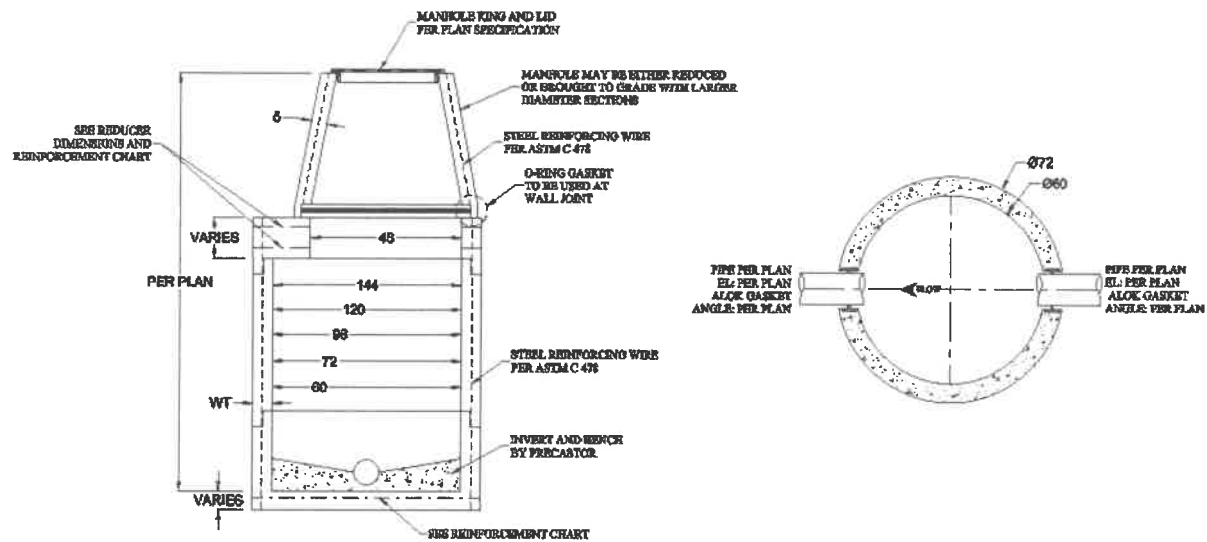
Flow channels pass through the center of the manhole.

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

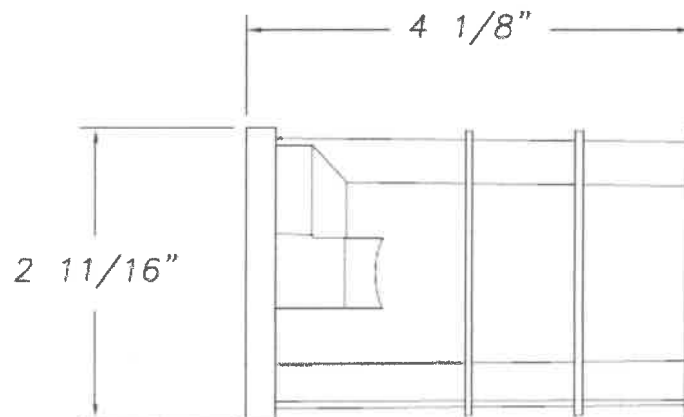
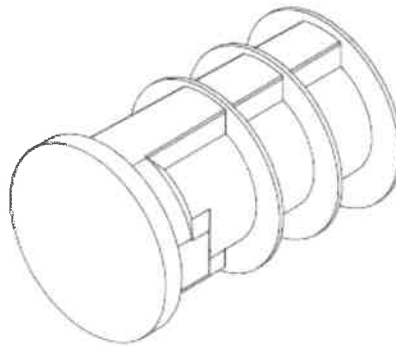
ID (ft)	Slab Thickness (in)	Bottom Rebar Mat	Top Rebar Mat
4	8	#4 (6" Centers)	
5	8	#5 (8" Centers)	
6	8	#5 (8" Centers)	#4 (8" Centers)
8	8	#6 (8" Centers)	#5 (10" Centers)
10	12	#6 (8" Centers)	#6 (10" Centers)
12	12	#6 (8" Centers)	#6 (10" Centers)

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. INDUSTRIES, INC.

P.O. Box 2929, 363 Dividend Dr. • Peachtree City, GA 30268 • Phone (770) 487-7761 • Molding Sales Fax (770) 487-1492 • Corporate Fax (770) 631-6679
Approved 2, Peachtree Rev'd 1 Date 06/28/11

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 9001:1 Registered • Version 04.05.09.123

Email: sales@press-seal.com
Web: www.press-seal.com



MANHOLE LIFT SYSTEM

Design Criteria

Installation Instructions

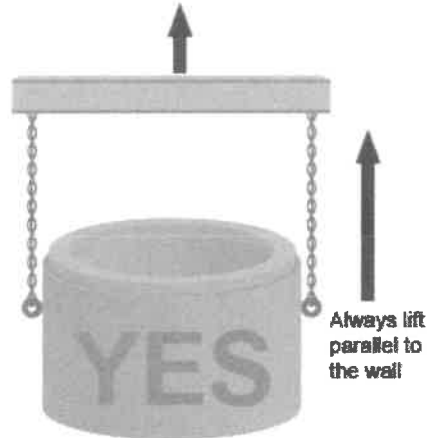
- Insert a lift eye into each insert.
- Turn the lift eye 90 degrees to the vertical position to lock it in place.
- Place hooks in lift eyes and lift.

Design Criteria

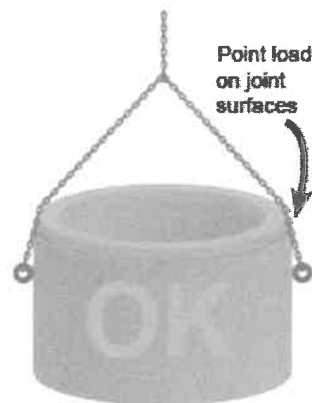
Manhole components are delivered to the field with all inserts installed and positioned for quick lifting and installation.

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



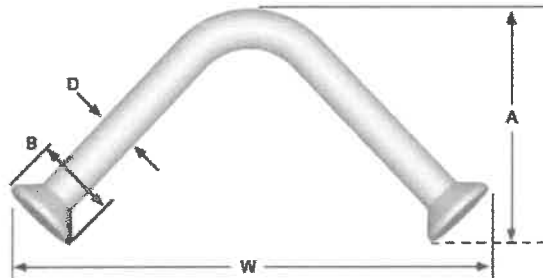
Press-Seal believes all information is accurate as of its publication date. Information, specifications, and prices are all subject to change without notice. Press-Seal is not responsible for any inadvertent errors. Copyright 2019.

Phone: 800-348-7325
Fax: (260) 438-1008

PRESS-SEAL CORPORATION
Protecting Our Planet's Clean Water Supply
REC 0001: Registered • Version 04.06.19.132

Email: sales@press-seal.com
Web: www.press-seal.com

Appendix A.3

A-ANCHOR**CONAC**
Concrete Product Solutions**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"

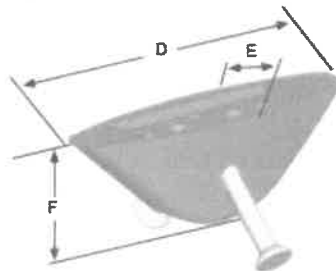
Note: Safe working Load provides a factor of safety of approximately 4:1 based on a minimum concrete strength of 4,000 psi. For use as pulling iron load maybe increased by 33% with 3 to 1 Safety Factor.

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"

CONAC A-Anchors are available in Stainless Steel 316 upon request.

A-ANCHOR RUBBER RECESS FORMERS

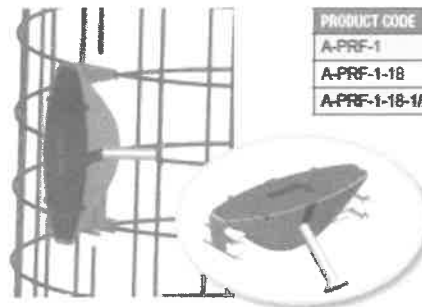
The A-Anchor Rubber Recess Formers are manufactured in 90° angles. The recess former properly sets the top of the anchor 3/4" below the surface of the concrete.



PRODUCT CODE	D	E	F	COLOR
CRRF9014	9"	3"	3.25"	Red
CRRF9018	9"	3"	3.25"	Black
CRRF9014-4	9"	3"	4"	Yellow
CRRF9018-4	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"	60 PCS

Appendix B.1



The Company With Connections

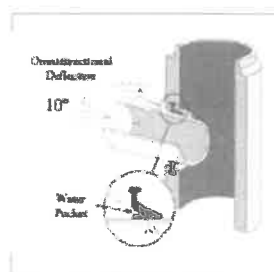


INCOMPARABLE PIPE-TO-MANHOLE CONNECTORS FOR SANITARY SYSTEMS

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

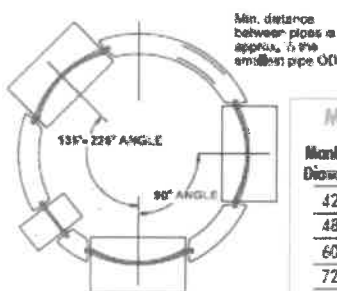
TEST	RESULTS	ASTM METHOD
Chemical resistance 1 N Sulfuric acid 1 N Hydrochloric Acid	no weight loss no weight loss	at 22°C for 48h
Tensile strength	1200 psi or 8.5 MPa, min	D 412
Elongation at break	350% min.	
Hardness	±5 from mfg's. specified hardness	D 2240 (Shore A durometer)
Accelerated weathering	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

Copyright ASTM INTERNATIONAL. Reprinted with permission.

● 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



MAX. PIPE SIZE OD's

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-seams 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 ensure the A*LOK® Permaflex™ Connector remains a flexible watertight connector, do not place A*LOK® Permaflex, Inc. strong recommendation 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 pipeline installation, utilities must be properly restrained to prevent any movement by means other than the A*LOK® Permaflex™ Connectors.





3956 Mogadore Industrial Parkway
Mogadore, Ohio USA 44260-1201

330-628-6230
Fax 330-628-6231
www.vertexseals.com

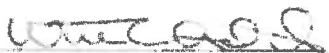
COMPOUND TEST SPECIFICATIONS 2017 PRIMARY STRUCTURES O-RING GASKETS

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 pphm	no cracks	no cracks


William C. Andrick
Vertex, Inc.

March 2, 2017

"Home of the Vertite® Seal"



ISO 9001:2008 (WIDENING)



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.

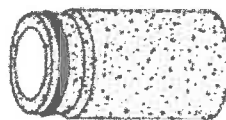
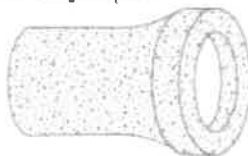


PGS 87N VEGETABLE BASE (NSF APPROVED)

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 application 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, appearing to read 'Bhaskar'.

Bhaskar Yalamanchili
Director Corporate Quality
Office (813) 207-2394 Mobile (409)
267-1071
bhaskar.yalamanchili@gerdau.com

Page 1 of 1



US-MI-MIDLOTHIAN
300 WARD ROAD
MIDLOTHIAN, TX 76065
USA

CERTIFIED MATERIAL TEST REPORT

CUSTOMER SHIP TO ABC COATING COMPANY INC 2236 S YUKON AVE TULSA, OK 74107-2765 USA	CUSTOMER ROL TO ABC COATING COMPANY INC TULSA, OK 74107-6693 USA	GRADE 60 (420)	SHAPE SIZE 8.0mm 44 (1.3MM)	DOCUMENT ID 000062213
SALES ORDER 8913275 000060		LENGTH 6000"	WEIGHT 12.024 LB	HEAT BATCH 5546-095102
CUSTOMER PURCHASE ORDER NUMBER 20-60511A-MTX				
DATE OF LADING 13/07/2020		SPECIFICATION DATE OF REVISION ASTM A639/A639M-16		

CHEMICAL COMPOSITION	C	Mn	P	S	Si	Cu	Ni	Cr	Mo	Nb	N	As
	0.45	0.86	0.012	0.033	0.25	0.26	0.11	0.08	0.036		0.002	0.011

MECHANICAL PROPERTIES	Y _S	Y _T	UTS	Elong	G _L	G _T
	481	481	107735	743	8.000	200.0

MECHANICAL PROPERTIES	Bend Test	OK
	12.40	

COMMENTS NOTES

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

Mackay **BRABARTALANANTH**
QUALITY CONTROL

Phone: (817) 357-1071 Email: Brabant@gerdaus.com

John H. **WON LUMPHON**
QUALITY ASSURANCE MGR

Phone: (714) 779-1118 Email: WonLumphon@gerdaus.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

PO Number: 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	Test	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

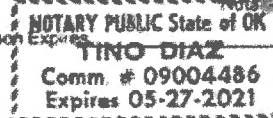
Description	Heat Number	Carbon	Manganese	Phosphorus	Sulfur	Silicon
Line Wire	1922018	0.040	0.300	0.008	0.028	0.100
Cross Wire	1922631	0.060	0.300	0.009	0.027	0.120

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.

Sworn and Subscribed to before me this

17th Day of October, 2019 A.D.

My Commission Expires



Quality Manager

Oklahoma Steel and Wire Co., Inc.

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 \pm oz.

Water / Cement ratio for above concrete mix: 0.45