



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, March 8, 2016 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Steve Harrison .....	Mayor
Weldon Smith .....	Ward One
John Titsworth .....	Ward Two
Travis Read, Vice Mayor .....	Ward Three
Robert Karr .....	Ward Four
Buddy Garvin .....	Ward Five
Jason Barnett .....	Ward Six
Peter J. Stasiak .....	City Manager
William J. Ervin .....	City Attorney
Cora M. Middleton .....	City Clerk

*This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: [www.cityofmcalester.com](http://www.cityofmcalester.com) within the required time frame.*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.*

#### CALL TO ORDER

*Announce the presence of a Quorum.*

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#### INVOCATION & PLEDGE OF ALLEGIANCE

Glenn Meyer, Trinity Lutheran Church

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#### ROLL CALL

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#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

*Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.*

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**CONSENT AGENDA**

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Approval of Claims for February 18, 2016 through March 1, 2016. *(Toni Ervin, Chief Financial Officer)*
- B. Concur with the Mayor's appointment of Mr. Paul Bishop, to the McAlester Audit & Finance Advisory Committee, for a term to end March 31, 2018. *(Steve Harrison, Mayor)*
- C. Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of \$110,476.75, for the construction of road and infrastructure improvements related to CIP#4 6<sup>th</sup> Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- D. Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Checotah Emergency Medical Service and the McAlester Fire/EMS Department. *(Brett Brewer, Fire Chief)*
- E. Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Coalgate Fire Department EMS and the McAlester Fire/EMS Department. *(Brett Brewer, Fire Chief)*
- F. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #16, in the amount of \$125,787.12, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.. *(Peter Stasiak, City Manager)*

**ITEMS REMOVED FROM CONSENT AGENDA****PUBLIC HEARING**

*All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.*

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 6, IN BLOCK 165, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.**

## **SCHEDULED BUSINESS**

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1. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

### Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider and act upon, authorizing the professional service agreement with the engineering firm of Holloway, Updike, and Bellen, Inc. for bidding, purchase, and implementation of an Automated Meter Reading/Advanced Metering Information System (AMR/AMI). *(Peter Stasiak, City Manager, Toni Ervin, Chief Financial Officer)*

### Executive Summary

Staff recommends that the Council authorize the Mayor to sign the agreements with Holloway, Updike, and Bellen, Inc.

3. Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for Lot 6, in Block 165, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. *(Leroy Alsup, Community & Economic Development Director)*

### Executive Summary

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District and authorizing the Mayor to sign the ordinance.

4. Consider and act upon, authorizing the Mayor to sign the final Change Order No. 7 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 South Sixth Street Improvements. *(Peter Stasiak, City Manager)*

### Executive Summary

Motion to approve Change Order No. 7 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 7 which includes the final cleanup of Quantity ADD/Deducts. The amount of this change order, (\$12,866.36), reduces the contract value to \$1,080,707.77.

5. Consider and act upon, authorization to purchase from Freedom Ford of McAlester one new and unused 2015 F-350 1 Ton Truck with dump bed for the Streets Department on State of Oklahoma Vehicle Contract SW035 pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*

Executive Summary

Motion to approve authorization to purchase one new and unused F-350 1 Ton Truck with dump bed from Freedom Ford of McAlester and authorize payment in the amount of \$46,836.80.

6. Consider and act upon, accepting the bid amount of \$130,500.00 from L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant, and authorizing the Mayor to sign the Notice of Award and the Agreement to complete the project to L&L Construction, Inc. *(Peter Stasiak, City Manager)*

Executive Summary

The recommendation is to enter into an agreement with L&L Construction, Inc. for the Total Bid equal to \$130,500.00, for the replacement of media and underdrain.

7. Consider and act upon, acceptance and authorization for the Mayor to sign Final Change Order No. 4 in the amount of (\$30,056.66) for the contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends approval of the Final Change Order No. 4 to Carstensen Contracting, Inc. and acceptance of the project as completed.

8. Consider and act upon, Final and Contractor's Pay Estimate No. 9 in the amount of \$113,952.14 for contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed. *(Peter Stasiak, City Manager)*

Executive Summary

Staff recommends approval of the Final Pay Estimate No. 9 to Carstensen Contracting, Inc. and acceptance of the project as completed.

9. Submission, and Presentation of the 5-Year Capital Improvements Plan for FY 2016/17-2020/21. *(Peter J. Stasiak, City Manager)*

## **NEW BUSINESS**

*Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes*

## **CITY MANAGER'S REPORT (Peter J. Stasiak)**

- Report on activities for the past two weeks.



**REMARKS AND INQUIRIES BY CITY COUNCIL**

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**MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

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**RECESS COUNCIL MEETING**

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**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the February 23, 2016, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending March 1, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item B, concurrence with the Mayor's appointment of Mr. Paul Bishop, to the McAlester Audit & Finance Advisory Committee, for a term to end March 31, 2018. *(Steve Harrison, Mayor)*
- Confirm action taken on City Council Agenda Item 9, submission and presentation of the 5-Year Capital Improvements Plan for FY 2016/17-2020/21. *(Peter Stasiak, City Manager)*

**ADJOURN MAA****CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the February 23, 2016, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item A, regarding claims ending March 1, 2016. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item B, concurrence with the Mayor's appointment of Mr. Paul Bishop, to the McAlester Audit & Finance Advisory Committee, for a term to end March 31, 2018. *(Steve Harrison, Mayor)*
- Confirm action taken on City Council Agenda Item C, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of \$110,476.75, for the construction of road and infrastructure improvements related to

CIP#4 6<sup>th</sup> Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item F, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #16, in the amount of \$125,787.12, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 2, authorizing the professional service agreement with the engineering firm of Holloway, Updike, and Bellen, Inc. for bidding, purchase, and implementation of an Automated Meter Reading/Advanced Metering Information System (AMR/AMI). *(Peter Stasiak, City Manager, Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign the final Change Order No. 7 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 South Sixth Street Improvements. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 5, authorization to purchase from Freedom Ford of McAlester one new and unused 2015 F-350 1 Ton Truck with dump bed for the Streets Department on State of Oklahoma Vehicle Contract SW035 pursuant to Section 2-275 of the McAlester City Code. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 6, accepting the bid amount of \$130,500.00 from L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant, and authorizing the Mayor to sign the Notice of Award and the Agreement to complete the project to L&L Construction, Inc. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 7, acceptance and authorization for the Mayor to sign Final Change Order No. 4 in the amount of (\$30,056.66) for the contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed. *(Peter Stasiak, City Manager)*
- Confirm action taken on City Council Agenda Item 8, Final and Contractor's Pay Estimate No. 9 in the amount of \$113,952.14 for contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed. *(Peter Stasiak, City Manager)*

- Confirm action taken on City Council Agenda Item 9, submission and presentation of the 5-Year Capital Improvements Plan for FY 2016/17-2020/21. *(Peter Stasiak, City Manager)*

### ADJOURN MPWA

### RECONVENE COUNCIL MEETING

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### EXECUTIVE SESSION

*Recess into Executive Session in compliance with Section Title 25 Section 307 B.2 et.seq. Oklahoma Statutes, to wit:*

- Consider and act to convene in Executive Session pursuant to Title 25, Sec. 307 (B) (4) for Confidential communications between a public body and its attorney concerning a pending investigations, claims, or actions, more particularly final payment of Carstensen Contracting on CIP#1.

### RECONVENE INTO OPEN SESSION

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- Consider and act upon final payment of Carstensen Contracting for CIP#1.

### ADJOURNMENT

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### CERTIFICATION

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

**CLAIMS FROM**

**February 18, 2016  
Thru  
March 1, 2016**

PACKET : 13813 13818 13819 13828 13850

/ENDOR SET: Mult

FUND : 01 GENERAL FUND

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
C	MIDDLETON	I-201603028345	01 -5212331	EMPLOYEE TRAV TRAVEL EXP-CITY CLERK TRAINING	077463	249.40
1	RVIN	I-201603028346	01 -5211331	EMPLOYEE TRAV TRAVEL EXP - TRAINING	077464	192.24
01-A00026	AT & T LONG DISTANCE					
		I-201602188311	01 -5215315	TELEPHONE UTI PHONE UTIL-LONG DIST SVS	077430	2.18
01-A00154	PROPHET EQUITY II-B					
		I-PRI1221877	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	077465	307.87
		I-PRI1221878	01 -5215316	REPAIRS & MAI BLDG RENTAL FEES-PW FAC	077465	307.87
01-A00267	AIRGAS, INC					
		I-9048374218	01 -5432202	OPERATING SUP OXYGEN	077467	126.33
		I-9048556559	01 -5653213	SAFETY EXPENS SAFETY VESTS AND HATS	077467	369.60
		I-9048556560	01 -5653213	SAFETY EXPENS SAFETY VESTS AND HATS	077467	57.12
01-A00362	VYVE BROADBAND					
		I-201602188312	01 -5431328	INTERNET SERV INTERNET SVS-N FIRE STATION	077431	62.95
		I-201602188312	01 -5431328	INTERNET SERV INTERNET SVS-S FIRE STATION	077431	62.95
		I-201602248325	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	077453	61.64
01-A00500	AMERICAN MUNICIPAL SERV					
		I-28555	01 -2105	COLLECTION AG COURT COLLECTION FEE-JAN 2016	077470	9,005.81
01-A00751	ATWOODS					
		I-003001	01 -5431203	REPAIRS & MAI MAINT. SUPPLIES	077473	20.76
		I-3067/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077473	59.88
		I-3069/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077473	236.95
		I-3071/9	01 -5542203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077473	27.73
01-B00089	BANK OF OKLAHOMA					
		I-5090689	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	077474	368.10
01-B00380	BOARD OF TEST FOR ALCOH					
		I-4490	01 -5321331	EMPLOYEE TRAV INTOX RE-CERTIFICATION	077478	516.00
01-E	BOMB DESIGNZ					
		I-0016	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	077479	122.00
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S2010924.001	01 -5548203	REPAIRS & MAI MISC ELECT. REPAIR	077481	41.26
		I-S2009749.001	01 -5548203	REPAIRS & MAI MISC ELECT. REPAIR	077481	172.99
01-C00209	CASCO INDUSTRIES					
		I-165682	01 -5431202	OPERATING SUP STRUCTURAL BOOTS	077482	350.00
01-C00251	CAVENDER'S STORE, INC					
		I-88159	01 -5215207	CLOTHING ALLO BOOT ALLOWANCE	077483	100.00

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 PACKET : 13813 13818 13819 13828 13850  
 VENDOR SET: Mult  
 FUND : 01 GENERAL FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00431	CHIEF SUPPLY CO	I-473285	01 -5321202	OPERATING SUP 12 MOTOROLA BATTERIES	077484	684.00
01-C00007	HESSEL HOLDING CO. dba	I-1603897	01 -5865218	STREET REPAIR SAW BLADES & OIL-STREETS	077486	1,788.10
01-C00840	CRAWFORD & ASSOCIATES P	I-9636	01 -5215302	CONSULTANTS CONSULTANT FEES	077487	2,159.13
01-D00540	DOLESE BROTHERS	I-AG16025387	01 -5865404	STREET REPAIR GRAVEL FOR STREET REPAIR	077489	1,091.50
01-D00684	DR. JASON MCELYEA	I-009	01 -5432308	CONTRACTED SE CONTRACT EMS SVS-FEB 2016	077490	1,071.00
01-E00227	ENGRAVING & AWARDS OF N	I-343743	01 -5431329	PROMOTIONAL RETIREMENT PLAQUE	077491	630.50
01-E00266	ERVIN & ERVIN ATTORNEYS	I-201603018342	01 -5214302	CONSULTANTS CONTRACT LEGAL SVS-MAR 2016	077460	3,233.33
		I-201603018342	01 -5214302	CONSULTANTS PARALEGAL SVS-FEB 2016	077460	2,436.00
01-F00141	WITMER PUBLIC SAFETY GR	I-E1436930	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	077494	401.60
		I-E1436930.001	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	077494	361.49
01-G00010	G & C RENTAL CENTER, IN	I-38968	01 -5865218	STREET REPAIR TOOL & EQUIP RENTAL	077496	25.50
01-H00048	HAMPTON INN - STILLWATE	I-82607065	01 -5212331	EMPLOYEE TRAV TRAVEL EXP-OMC&T TRAINING	077500	489.05
01-H00290	HUMPHREY PLUMBING, INC.	I-001261	01 -5548316	REPAIRS & MAI PLBG REPAIRS-FIRE STATION	077501	264.50
01-I* 3	IDEAL CLEANING	I-201602228316	01 -5548308	CONTRACTED SE MONTHLY CLEANING SERVICE	077502	1,575.00
01-I00061	RICOH USA, INC.	I-5040698174	01 -5321308	CONTRACTED SE COPIER MAINT FEES	077503	72.50
01-J00121	JAMESCO ENTERPRISES, LL	I-11271	01 -5542202	OPERATING SUP JANITORIAL SUPPLIES	077508	750.41
01-J00154	JASON SCOTT WYATT	I-150002	01 -5432203	REPAIR & MAIN LIGHT KIT FOR EMS	077510	64.00
01-L00428	LOWE'S CREDIT SERVICES	I-02116	01 -5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	5.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L^" 8	LOWE'S CREDIT SERVICES	continued				
	I-02351	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	29.43
	I-02509	01	-5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	23.78
	I-02528	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	27.36
	I-05671	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	109.32
	I-08173	01	-5431203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	42.64
	I-902104	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	101.34
	I-902233	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077517	49.60
	I-902939	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077518	96.50
	I-906646	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077518	106.96
	I-907080	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077518	45.05
	I-908691	01	-5865218	STREET REPAIR MISC REPAIR ITEMS	077518	144.30
	I-9902625	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077518	2.35
01-M00280	MEGAPATH CLOUD COMPANY,					
	I-201602248326	01	-5215315	TELEPHONE UTI LONG DIST SVS-JAN & FEB 2016	077454	844.87
01-M00470	MILLER BROTHERS ENTERPR					
	I-40949-06	01	-5548316	REPAIRS & MAI GARAGE DR REPAIR-FIRE ST	077520	1,350.00
01-M00487	MILLER OFFICE EQUIPMENT					
	I-MCA378398	01	-5215312	EQUIPMENT REN MONTHLY COPIER SVS FEE	077521	615.45
	I-MCA378500	01	-5215312	EQUIPMENT REN MONTHLY COPIER SVS FEE	077521	150.00
01-M00570	MOORE MEDICAL CORP.					
	I-829525131	01	-5432202	OPERATING SUP EMS SUPPLIES	077524	772.11
01-M00715	MUSKOGEE COMMUNICATIONS					
	I-359	01	-5431316	REPAIRS & MAI REPAIR RADIO'S	077525	93.50
	I-491	01	-5431316	REPAIRS & MAI REPAIR RADIO'S	077525	488.00
01-MC0095	RICK MCFADDEN					
	I-002607	01	-5544203	REPAIRS & MAI BACKSTOP REPAIRS	077528	3,600.00
01-M' 8	MCAFEE & TAFT					
	I-477091	01	-5214302	CONSULTANTS LEGAL FEES	077529	984.00
01-MC0146	PITTSBURG COUNTY EMERGE					
	I-201602268330	01	-5101353	PITTSBURG EME MARCH EMER MGMT FEE	077532	4,166.66
01-N00100	NAT'L. REC. & PARK ASSO					
	I-1501550	01	-5542330	DUES & SUBSCR ANNUAL NRPA MEMBERSHIP	077533	165.00
01-O00039	OCCUPATIONAL MEDICINE					
	I-2/06/16	01	-5653348	DRUG TESTING/ PHYSICAL CAPACITY TESTS	077535	392.00
01-O00082	OAKLEY					
	I-738633544	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	077538	186.87

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET : 13813 13818 13819 13828 13850

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
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01-000520	OIL-OK INDEPENDENT LIVI					
		I-022016-2015-2016	01 -5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	077541	2,000.00
		I-201602228317	01 -5101355	OIL-OK FOR IN CONTRACT SVS-FEB 2016	077541	2,000.00
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01-P00242	PETER STASIAK					
		I-201602268331	01 -5210331	EMPLOYEE TRAV TRAVEL EXPENSE: CMAO BD MTG	077544	156.28
		I-201602268332	01 -5210331	EMPLOYEE TRAV TRAVEL EXP: ALFA BOARD MTG	077544	146.56
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01-P00337	PITTS COUNTY CRIMINAL J					
		I-201603028343	01 -5213335	COUNTY INCARC INCARCERATION FEE-JAN 2016	077545	10,384.00
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01-P00340	PITTS. COUNTY ELEC. BOA					
		I-02/09/16	01 -5101350	ELECTIONS SPEC ELECT FEE-HOSPITAL	077546	2,807.48
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01-P00400	POCKET PRESS INC					
		I-82769	01 -5321202	OPERATING SUP POCKET TRAFFIC GUIDESQ	077547	404.55
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01-Q00007	QFS, LLC					
		I-7556	01 -5321202	OPERATING SUP RECHARGE EXTINGUISHERS	077550	54.50
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01-R00210	RED RIVER SPECIALIST, I					
		I-539497	01 -5542206	CHEMICALS HERBICIDES FOR PARKS	077551	2,019.50
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01-R00388	RISK MANAGEMENT DIVISIO					
		I-RS00000607	01 -5215321	AUTO INSURANC INS-FIRE VEHICLES	077554	935.00
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01-S00250	SHERATON MIDWEST CITY H					
		I-6369	01 -5321331	EMPLOYEE TRAV TRAVEL EXP-LEO CONF	077557	392.00
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01-S00350	SIGNS BY JADE					
		I-15-01250	01 -5321202	OPERATING SUP RENUMBER POLICE UNIT	077558	40.00
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01-S00642	SPECIAL OPS UNIFORMS, I					
		I-767206	01 -5321207	CLOTHING ALLO CLOTHING ALLOWANCE	077560	709.99
=====						
01-T	T. H. ROGERS LUMBER CO.					
		I-515854	01 -5865218	STREET REPAIR FORMING MATERIALS	077563	89.86
		I-515978	01 -5865218	STREET REPAIR FORMING MATERIALS	077563	11.09
		I-515989	01 -5865218	STREET REPAIR FORMING MATERIALS	077563	68.14
		I-516001	01 -5865218	STREET REPAIR FORMING MATERIALS	077563	15.99
=====						
01-T00052	TECHNICAL PROGRAMMING S					
		I-96359	01 -5210480	CONTINGENCY UB&C MAILING FEE-QTRLY NEWS LT	077564	288.00
=====						
01-T00598	TULSA ASPHALT LLC					
		I-16077	01 -5865218	STREET REPAIR ASPHALT FOR EASY ST PJT	077565	5,482.40
=====						
01-W00040	WALMART COMMUNITY BRC					
		I-002671	01 -5211202	OPERATING SUP MISC OFFICE SUPPLIES	077569	92.54



PACKET : 13813 13818 13819 13828 13850

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-WC	WALMART COMMUNITY BRC		continued			
		I-004924	01 -5431202	OPERATING SUP MISC OPERATING SUPPLIES	077569	104.35
		I-04761	01 -5321202	OPERATING SUP MISC SUPPLIES	077569	77.94
			FUND 01	GENERAL FUND	TOTAL:	72,792.15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00154	PROPHET EQUITY II-B					
	I-PRI1219265	02	-5864510	LEASE PAYMENT MOBILE OFFICE-LANDFI	077465	321.78
01-A00045	STAPLES ENTERPRISES LLC					
	I-13TH & SOUTH	02	-5975230	SEWER MAIN RE CAMERA FOR SEWER LINE	077469	250.00
01-A00362	VYVE BROADBAND					
	I-201602188312	02	-5975328	INTERNET SERV INTERNET SVS-UTM OFFICE	077431	66.34
01-A00751	ATWOODS					
	I-3074/9	02	-5216202	OPERATING SUP METER READER SUPPLIES	077473	10.99
01-B00180	UNION IRON WORKS, INC.					
	I-S1909496.001	02	-5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	077476	189.18
	I-S1911035.001	02	-5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	077476	32.87
	I-S1911137.001	02	-5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	077476	48.45
	I-S1911725.001	02	-5975235	WATER MAIN RE MISC REPAIR & MAINT ITEMS	077476	19.54
01-B00314	BIO-AQUATIC TESTING, IN					
	I-00048665	02	-5973304	LAB TESTING WWM TESTING FEES	077477	2,870.60
01-B00503	BROKEN ARROW ELECTRIC S					
	I-S2011702.001	02	-5973203	REPAIRS & MAI REPAIR & MAINT ITEMS	077481	129.72
01-D00540	DOLESE BROTHERS					
	I-RM16006859	02	-5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077489	552.50
	I-RM16006860	02	-5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077489	947.75
	I-RM16007174	02	-5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077489	914.00
	I-RM16008528	02	-5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077489	477.00
	I-RM16009227	02	-5975218	STREET REPAIR CONCRETE FOR WATER BREAKS	077489	780.00
01-F00037	FASTENAL					
	I-OKMCA145458	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077493	64.80
	I-OKMCA145668	02	-5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077493	146.65
01-H	HD SUPPLY WATERWORKS, L					
	I-F072442	02	-5975235	WATER MAIN RE MISC REPAIR PARTS	077499	1,139.60
	I-F113637	02	-5975235	WATER MAIN RE MISC REPAIR PARTS	077499	433.57
	I-F116674	02	-5975235	WATER MAIN RE MISC REPAIR PARTS	077499	200.00
01-I00110	IMPRESS OFFICE SUPPLY					
	I-038229	02	-5216202	OPERATING SUP DISCONNECT NOTICES	077504	294.81
01-I00120	TYLER TECHNOLOGIES					
	I-025-148234	02	-5216317	POSTAGE NOTIFICATION CALL FEE	077505	713.66
01-I00188	INFRASTRUCTURE SOLUTION					
	I-MC-16-04-01	02	-5871302	CONSULTANTS CONSULTANT FEES-SWAN LN	077507	4,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00121	JAMESCO ENTERPRISES, LL	I-12770	02 -5267202	OPERATING SUP JANITORIAL SUPPLIES	077508	788.74
01-J. .9	JARED MCCABE	I-195790	02 -5973316	REPAIRS & MAI RAISE AERATOR-E WWM	077509	210.00
01-K00210	KIAMICHI ELECTRIC COOP.	I-201602188313	02 -5267313	ELECTRIC UTIL ELECT UTIL-UTM OFFICE	077433	351.10
01-L00428	LOWE'S CREDIT SERVICES	I-02482	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	077517	5.36
		I-02561	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	077517	16.08
		I-06061	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	077517	80.25
		I-06515	02 -5975209	UTILITY MAINT MISC REPAIR & MAINT ITEMS	077517	12.11
		I-902630	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	077518	52.14
01-O00275	OKLA DEPT OF COMMERCE	I-032016-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	077540	1,145.83
01-O00523	OKLA WATER RESOURCES BO	I-005515-2015	02 -5974308	CONTRACTED SE WATER RIGHTS ANNUAL	077542	150.00
01-S00726	STAPLES ADVANTAGE	I-3292559408	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	23.38
		I-3292559414	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	699.99
		I-3292559415	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	61.05
		I-3292559416	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	465.32
		I-3292559417	02 -5267202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	99.00
01-T00052	TECHNICAL PROGRAMMING S	I-96359	02 -5216336	FEES UB&C MAILING FEE	077564	786.69
		I-96359	02 -5216317	POSTAGE UB&C MAILING FEE-POSTAGE	077564	1,250.68
01-T00630	TWIN CITIES READY MIX,	I-122462	02 -5975218	STREET REPAIR CONCRETE FOR WTR BREAKS	077566	990.00
01-U	UTILITY SUPPLY CO., INC	I-091470	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	133.33
		I-091471	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	42.18
		I-091472	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	123.29
		I-091475	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	96.00
		I-091476	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	384.90
		I-091477	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	570.70
		I-091478	02 -5975235	WATER MAIN RE REPAIR PARTS-WTR LINES	077567	40.78
01-U00128	UNITED PACKAGING & SHIP	I-179450	02 -5973304	LAB TESTING SHIP FEE FOR WWT SAMPLES	077568	29.43
		I-179647	02 -5973304	LAB TESTING SHIP FEE FOR WWT SAMPLES	077568	28.56
FUND 02 MPWA				TOTAL:		23,240.70

PACKET : 13813 13818 13819 13828 13850  
/ENDOR SET: Mult  
FUND : 03 AIRPORT AUTHORITY

/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK					
		I-032016-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	077495	5,020.00
				FUND 03 AIRPORT AUTHORITY	TOTAL:	5,020.00

PACKET : 13813 13818 13819 13828 13850

VENDOR SET: Mult

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00324	ALISHA RAE HOWELL					
		I-201602298338	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	077468	165.00
		I-201602298339	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077468	118.80
01-G00288	GERALDINE E MALKOWSKI					
		I-201602298336	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	077497	165.00
		I-201602298337	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077497	82.62
01-R00304	RICHELLE CHEYENNE					
		I-201602298335	08 -5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	077553	92.88
01-S00580	AT & T					
		I-201602248324	08 -5549315	TELEPHONE UTI PHONE EXP-NUTRITION	077455	151.95
				FUND 08 NUTRITION	TOTAL:	776.25

PACKET : 13813 13818 13819 13828 13850

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00177	BELNICK INC., DBA BIZCH	I-3039372	27 -5655214	TOURISM EXPEN 30 CHAIRS FIRE RANGE	077475	1,305.06
01-B00190	BRIGGS PRINTING	I-64430	27 -5655318	PRINTING FEE FOR TOURISM BROCHERS	077480	49.00
01-C00149	CANON FINANCIAL SERVICE	I-15775132	27 -5655318	PRINTING MONTHLY COPIER LEASE	077432	81.00
01-K00208	CHOCTAW COUNTRY	I-GUIDE 17	27 -5655317	ADVERTISING TOURISM GUIDE AD FEE	077515	860.00
01-L00428	LOWE'S CREDIT SERVICES	I-07198	27 -5655202	OPERATING SUP TOURISM SIGN SUPPLIES	077517	25.24
		I-73523	27 -5655214	TOURISM EXPEN 10 TABLES FIRING RANGE	077517	712.30
01-M00078	MAP INK	I-1501334	27 -5655214	TOURISM EXPEN HISTORIC MAP OF MCALESTER	077519	1,000.00
01-MC0134	MCALESTER MAIN STREET	I-022016-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	077530	1,250.00
01-P00450	PRIDE IN MCALESTER	I-022016-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	077548	2,500.00
01-S00726	STAPLES ADVANTAGE	I-3292559411	27 -5655202	OPERATING SUP OFFICE SUPPLIES-ALL DEPTS	077562	12.36
01-T00500	PARROTT COMPANY, LLC	I-201602228318	27 -5655340	OFFICE RENT TOURISM OFFICE RENT-MAR 2016	000000	558.20
01-W00040	WALMART COMMUNITY BRC	I-05589	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	077569	102.05
		I-09011	27 -5655202	OPERATING SUP MISC OFFICE SUPPLIES	077569	17.85
			FUND 27	TOURISM FUND	TOTAL:	8,473.06

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00469	CITY OF MCALESTER SPECI	I-3116	28 -5654349	COUNCIL PARTN EXPO PARTNERSHIP	077485	125.00
01-I00140	INDIAN NATION WHOLESALE	I-6446286	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077506	41.42
01-J00121	JAMESCO ENTERPRISES, LL	I-12721	28 -5654203	REPAIR & MAIN JANITORIAL SUPPLIES	077508	179.20
01-L00428	LOWE'S CREDIT SERVICES	I-906197	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	077518	33.20
		I-907649A	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT ITEMS	077518	55.95
01-P00210	PEPSI COLA	I-1776374	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077543	250.00
01-P00510	PRO-KIL, INC	I-159613	28 -5654316	REPAIRS & MAI QUARTERLY PEST CONTROL	077549	365.00
01-S00009	SADLER PAPER CO	C-OPEN CREDIT	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	077555	130.00-
		I-42548	28 -5654203	REPAIR & MAIN MISC MAINT SUPPLIES	077555	536.88
01-S00360	SIMPLEXGRINNELL LP	I-78423138	28 -5654316	REPAIRS & MAI YRLY FIRE ALARM/INSPEC	077559	885.00
		I-78429807	28 -5654316	REPAIRS & MAI YRLY FIRE ALARM/INSPEC	077559	558.00
01-W00040	WALMART COMMUNITY BRC	I-02564	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077569	308.42
		I-02692	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	077569	13.40
			FUND 28 SE EXPO CENTER	TOTAL:		3,221.47

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00112925	29 -5324202	OPERATING SUP PAINT FOR E911 OFFICE	077531	90.09
		I-00113311	29 -5324202	OPERATING SUP PAINT FOR E911 OFFICE	077531	26.05
01-W00392	WINDSTREAM CORPORATION					
		I-201602248327	29 -5324315	TELEPHONE UTI PHONE EXP-911 CTY TRUNK LINE	077456	454.11
			FUND 29 E-911	TOTAL:		570.25



VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
K	RIDENOUR	I-201603028344	30 -5652331	EMPLOYEE TRAV TRAVEL EXP-PSO ECON DEV WORKSH	077462	111.24
01-MC0134	MCALESTER MAIN STREET					
		I-022016-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	077530	1,250.00
01-000275	OKLA DEPT OF COMMERCE					
		I-032016-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	077539	282.50
01-P00450	PRIDE IN MCALESTER					
		I-022016-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	077548	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC					
		I-0317	30 -5652302	CONSULTANTS ECON DEV CONSULTING SVS	077552	2,500.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	6,643.74

PACKET : 13813 13818 13819 13828 13850  
VENDOR SET: Mult  
FUND : 32 GRANTS & CONTRIBUTIONS

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00100	JODY LYNN WOOD dba SCOR					
		I-1501393A	32 -5215224	ARCHERY PARK CONCRETE WORK-ARCHERY PAR	077556	7,580.00
			FUND	32 GRANTS & CONTRIBUTIONS	TOTAL:	7,580.00

PACKET : 13813 13818 13819 13828 13850

VENDOR SET: Mult

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS						
		C-8117603971049CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077466	107.09-
		I-8117605330959	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077466	11.77
		I-8117605471490	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	077466	201.88
01-G00490	GRISSOM IMPLEMENT INC						
		I-536239	35	-5862203	REPAIRS & MAI MISC REPAIR ITEMS	077498	4.99
01-K00190	YELLOWHOUSE MACHINERY C						
		I-128321	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	077513	113.78
01-K00205	KIAMICHI AUTOMOTIVE WHO						
		I-017409	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077514	2.36
		I-017938	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077514	54.59
		I-018014	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077514	69.99
		I-018044	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077514	106.70
01-M00769	MYDER FIRE SUPPORT SERV						
		I-ML02382	35	-5862317	EMERGENCY VEH YRLY NFPA INSP-FIRE TRUCK	077526	1,817.75
01-MC0002	MCALESTER AUTO COLLISIO						
		I-3674155	35	-5862203	REPAIRS & MAI BODY REPAIR ON UO 7337	077527	4,622.95
01-N00271	FREEDOM FORD INC						
		I-169236	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	97.00
		I-169343	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	42.95
		I-169424	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	45.95
		I-169435	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	42.95
		I-169479	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	42.95
		I-169480	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	42.95
		I-169503	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	42.95
		I-87087	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	91.40
		I-87099	35	-5862203	REPAIRS & MAI MISC PARTS AND MAINTENANC	077534	130.39
01-O00075	O'REILLY AUTO PARTS						
		C-0230-353428CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	46.91-
		C-0230-356683 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	3.90-
		C-0230-358054 CR	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	98.48-
		I-0230-351561	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	31.19
		I-0230-354610	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	152.21
		I-0230-356006	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	14.06
		I-0230-356178	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	21.58
		I-0230-356386	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	8.23
		I-0230-356396	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	39.90
		I-0230-356682	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	13.78
		I-0230-356879	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	87.96
		I-0230-356997	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	61.73
		I-0230-357805	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	48.97
		I-0230-357808	35	-5862203	REPAIRS & MAI MISC AUTO PARTS	077536	85.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0'	5 O'REILLY AUTO PARTS	continued				
		I-0230-357898	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077537	115.06
		I-0230-358177	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077537	79.92
		I-0230-358295	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077537	12.74
01-S00710	STANDARD MACHINE LLC					
		I-244967	35 -5862203	REPAIRS & MAI MISC REPAIRS	077561	85.60
		I-245003	35 -5862203	REPAIRS & MAI MISC REPAIRS	077561	53.10
01-W00195	WELDON PARTS INC.					
		I-1629110-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077571	209.66
		I-1631850-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077571	44.34
		I-1632232-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	077571	24.99
				FUND 35 FLEET MAINTENANCE	TOTAL:	8,520.88

PACKET : 13813 13818 13819 13828 13850

/ENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00710	ARTS ELECTRIC						
		I-004333	41	-5548401	CAPITAL IMPRO ELE. REPAIRS-FIRE STATION	077471	1,578.22
01-A00112	ARVEST BANK dba ARVEST						
		I-032016-002	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	077472	2,485.55
		I-032016-800150300	41	-5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	077472	3,210.15
01-B00503	BROKEN ARROW ELECTRIC S						
		C-S2010961.001 CR	41	-5548401	CAPITAL IMPRO ELECT SUPPLIES- S FIRE ST	077481	18.18-
		I-S2008737.001	41	-5548401	CAPITAL IMPRO ELECT SUPPLIES- S FIRE ST	077481	968.67
		I-S2009791.001	41	-5548401	CAPITAL IMPRO ELECT SUPPLIES- S FIRE ST	077481	1.86
01-D00217	DEERE CREDIT, INC.						
		I-032016-#0063527	41	-5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	077488	1,140.15
		I-032016-0063527-0	41	-5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	077488	1,821.57
01-H00016	HD SUPPLY WATERWORKS, L						
		I-F086842	41	-5975410	CAPITAL OUTLA PARTS FOR 8" WTR LINE	077499	8,547.60
		I-F106393	41	-5975410	CAPITAL OUTLA PARTS FOR 8" WTR LINE	077499	2,502.40
01-J00400	DEERE & COMPANY						
		I-115087386	41	-5210480	CONTINGENCY 2016 JD GATOR-PARKS DEPT	077511	7,112.82
01-K00159	BSN SPORTS						
		I-97643159	41	-5210480	CONTINGENCY FENCE CAPS & WINDSCREEN	077512	821.59
01-L00079	LANDPLAN CONSULTANTS, I						
		I-537.00-17	41	-5652402	TRAILS GRANT BELMONT TRAIL PROJECT	077516	760.00
01-M00491	MILLER PRODUCTS DBA GEM						
		I-12095	41	-5210480	CONTINGENCY INFIELD DIR-SOFTBALL	077522	5,400.00
01-M00529	BERTIN SUAREZ dba MISSI						
		I-1444	41	-5548401	CAPITAL IMPRO FLOOR REPAIR @ S. FIRE ST	077523	4,254.42
01-W	WELCH STATE BANK						
		I-032016-55766	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	077570	1,517.90
		I-032016-55820	41	-5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	077570	2,555.73
					FUND 41 CIP FUND	TOTAL:	44,660.45

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-E00399	EXECUTIME SOFTWARE						
	I-3259		44 -5225480	CONTINGENCY	EMPLOYEE TIME CLOCK	077492	25,500.00
				FUND	44 TECHNOLOGY FUND	TOTAL:	25,500.00
					REPORT GRAND TOTAL:		206,998.95

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2015-2016	01 -2105	COLLECTION AGENCY 25% (COU	9,005.81						
	01 -5101350	ELECTIONS	2,807.48	22,500	7,057.14				
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.66	50,000	12,500.06				
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	4,000.00	24,000	6,000.00				
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	302.84	6,500	1,374.07				
	01 -5210480	CONTINGENCY	288.00	25,000	13,874.46				
	01 -5211202	OPERATING SUPPLIES	92.54	2,000	889.46				
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	192.24	5,500	2,728.37				
	01 -5212331	EMPLOYEE TRAVEL & TRAININ	738.45	3,070	959.69				
	01 -5213335	COUNTY INCARCERATION EXPEN	10,384.00	79,500	12,488.00				
	01 -5214302	CONSULTANTS	6,653.33	115,000	39,022.00				
	01 -5215207	CLOTHING ALLOWANCE	100.00	12,313	400.52				
	01 -5215302	CONSULTANTS	2,159.13	35,000	2,382.50				
	01 -5215312	EQUIPMENT RENTALS	765.45	30,836	3,688.08				
	01 -5215315	TELEPHONE UTILITY	847.05	33,000	10,835.66				
	01 -5215316	REPAIRS & MAINTENANCE	615.74	5,000	3,750.00-	Y			
	01 -5215321	AUTO INSURANCE	935.00	41,756	3,670.26				
	01 -5321202	OPERATING SUPPLIES	1,260.99	12,500	7,504.60				
	01 -5321207	CLOTHING ALLOWANCE	709.99	35,315	6,224.55				
	01 -5321308	CONTRACTED SERVICES	72.50	10,000	5,774.63				
	01 -5321331	EMPLOYEE TRAVEL & TRAININ	908.00	9,500	5,932.55				
	01 -5431202	OPERATING SUPPLIES	454.35	18,000	10,392.48				
	01 -5431203	REPAIRS & MAINT SUPPLIES	87.18	8,500	4,446.37				
	01 -5431207	CLOTHING ALLOWANCE	1,071.96	23,025	7,485.43				
	01 -5431316	REPAIRS & MAINTENANCE	581.50	3,500	857.00				
	01 -5431328	INTERNET SERVICE	125.90	4,200	2,738.15				
	01 -5431329	PROMOTIONAL	630.50	3,500	1,165.91				
	01 -5432202	OPERATING SUPPLIES	898.44	28,000	8,915.20				
	01 -5432203	REPAIR & MAINT SUPPLIES	64.00	5,000	2,768.40				
	01 -5432308	CONTRACTED SERVICES	1,071.00	78,500	44,138.09				
	01 -5542202	OPERATING SUPPLIES	750.41	3,500	1,972.19				
	01 -5542203	REPAIRS & MAINT SUPPLIES	324.56	48,000	20,200.26				
	01 -5542206	CHEMICALS	2,019.50	15,000	8,788.61				
	01 -5542330	DUES & SUBSCRIPTIONS	165.00	500	2.12				
	01 -5544203	REPAIRS & MAINTENANCE SUPP	3,600.00	16,000	4,577.76				
	01 -5547308	CONTRACTED SERVICES	368.10	4,500	60.00				
	01 -5547328	INTERNET SERVICE	61.64	750	123.87				
	01 -5548203	REPAIRS & MAINTENANCE SUPP	787.81	53,770	24,862.37				
	01 -5548308	CONTRACTED SERVICES-CLEANI	1,575.00	22,000	9,760.00				
	01 -5548316	REPAIRS & MAINTENANCE	1,614.50	27,000	8,203.27				
	01 -5653213	SAFETY EXPENSE	426.72	25,500	6,573.93				
	01 -5653348	DRUG TESTING/PHYSICALS	392.00	8,000	983.50				
	01 -5865218	STREET REPAIRS & MAINTENAN	7,625.38	235,000	4,122.80				
	01 -5865404	STREET REPAIR PROJECT	1,091.50	315,500	219,657.72				
	02 -5216202	OPERATING SUPPLIES	305.80	11,000	1,138.23				

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	02 -5216317	POSTAGE	1,964.34	45,000	9,944.76				
	02 -5216336	FEES	786.69	4,100	968.03				
	02 -5267202	OPERATING SUPPLIES	2,137.48	9,472	342.14				
	02 -5267313	ELECTRIC UTILITY	351.10	396,500	139,405.78				
	02 -5267521	CDBG LOAN #8908	1,145.83	13,750	3,437.53				
	02 -5864510	LEASE PAYMENTS	321.78	0	5,221.44-	Y			
	02 -5871302	CONSULTANTS	4,000.00	75,000	3,174.81				
	02 -5973203	REPAIRS & MAINT SUPPLIES	393.31	37,500	923.60-	Y			
	02 -5973304	LAB TESTING	2,928.59	32,100	6,280.13				
	02 -5973316	REPAIRS & MAINTENANCE	210.00	24,000	4,979.71				
	02 -5974308	CONTRACTED SERVICES	150.00	85,000	5,902.32				
	02 -5975209	UTILITY MAINTENANCE SUPP.	113.80	84,000	16,535.19				
	02 -5975218	STREET REPAIRS & MAINTENAN	4,661.25	95,000	18,219.46				
	02 -5975230	SEWER MAIN REPAIR	250.00	20,000	5,425.00				
	02 -5975235	WATER MAIN REPAIR	3,454.39	40,000	4,177.24				
	02 -5975328	INTERNET SERVICE	66.34	785	254.28				
	03 -5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	15,060.00				
	08 -5549308	CONTRACT SERVICES	624.30	15,500	4,536.08				
	08 -5549315	TELEPHONE UTILITY	151.95	3,800	1,111.03				
	27 -5655202	OPERATING SUPPLIES	157.50	2,250	874.38				
	27 -5655214	TOURISM EXPENSE	3,017.36	34,500	6,531.64				
	27 -5655317	ADVERTISING	860.00	18,000	13,690.75				
	27 -5655318	PRINTING	130.00	18,000	9,633.50				
	27 -5655340	OFFICE RENT	558.20	6,700	1,676.20				
	27 -5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	10,000.00				
	27 -5655353	MAIN STREET PROGRAM	1,250.00	15,000	5,000.00				
	28 -5654203	REPAIR & MAINT SUPPLIES	675.23	17,000	7,276.42				
	28 -5654210	CONCESSION SUPPLIES	613.24	17,000	861.83-	Y			
	28 -5654316	REPAIRS & MAINTENANCE	1,808.00	38,131	10,269.55				
	28 -5654349	COUNCIL PARTNERSHIP	125.00	15,000	9,490.00				
	29 -5324202	OPERATING SUPPLIES	116.14	5,000	3,548.20				
	29 -5324315	TELEPHONE UTILITY	454.11	66,500	1,212.74				
	30 -5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	10,000.00				
	30 -5211353	MAIN STREET PROGRAM	1,250.00	15,000	5,000.00				
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	847.50				
	30 -5652302	CONSULTANTS	2,500.00	115,000	74,000.00				
	30 -5652331	EMPLOYEE TRAVEL & TRAINING	111.24	22,500	8,976.70				
	32 -5215224	ARCHERY PARK GRANT EXPENSE	7,580.00	50,689	23,650.49				
	35 -5862203	REPAIRS & MAINTENANCE SUPP	6,703.13	240,000	97,517.57				
	35 -5862317	EMERGENCY VEHICLES	1,817.75	50,000	5,922.85				
	41 -5210480	CONTINGENCY	13,334.41	79,129	9,849.53-	Y			
	41 -5548401	CAPITAL IMPROVEMENTS	6,784.99	50,000	2,411.55				
	41 -5652402	TRAILS GRANT PROJECT	760.00	197,375	173,214.93				
	41 -5862401	CAPITAL OUTLAY	5,695.70	66,983	18,207.25				
	41 -5865510	LEASE PAYMENTS	7,035.35	87,804	21,107.01				



\*\*\* G/L ACCOUNT TOTALS \*\*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	41 -5975410	CAPITAL OUTLAY	11,050.00	21,500	11,050.00-	Y			
	44 -5225480	CONTINGENCY	25,500.00	38,198	12,698.00				
	***	2015-2016 YEAR TOTALS	206,998.95						

NO ERRORS

\*\*\* END OF REPORT \*\*\*

FUND	PERIOD	AMOUNT
01	3/2016	72,792.15
02	3/2016	23,240.70
03	3/2016	5,020.00
05	3/2016	0.00
08	3/2016	776.25
09	3/2016	0.00
11	3/2016	0.00
16	3/2016	0.00
24	3/2016	0.00
26	3/2016	0.00
27	3/2016	8,473.06
28	3/2016	3,221.47
29	3/2016	570.25
30	3/2016	6,643.74
32	3/2016	7,580.00
33	3/2016	0.00
35	3/2016	8,520.88
36	3/2016	0.00
38	3/2016	0.00
41	3/2016	44,660.45
42	3/2016	0.00
44	3/2016	25,500.00
		206,998.95
		206,998.95



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 8, 2016 **Item Number:** Consent Agenda B

**Department:** \_\_\_\_\_ **Account Code:** \_\_\_\_\_

**Prepared By:** Steve Harrison, Mayor **Budgeted Amount:** \_\_\_\_\_

**Date Prepared:** March 1, 2016 **Exhibits:** 1

### Subject

Concur with the Mayor's appointment of Mr. Paul Bishop, to the McAlester Audit & Finance Advisory Committee, for a term to end March 31, 2018.

### Recommendation

Staff recommends concurrence with the Mayor of the appointment of Mr. Paul Bishop to the Audit & Finance Advisory Committee.

### Discussion

### Approved By

*Initial*

*Date*

**Department Head**

**City Manager**

P. Stasiak

## BIO FOR PAUL BISHOP

Graduated from Nathan Hale High School in Tulsa, Ok. In 1965. Graduated from the University of Oklahoma in 1969 with a double major in Accounting & Finance. Served in the U.S. Army from Sept. 1969 to May 1971, including a tour in Vietnam. Became a Certified Public Accountant in 1973. Received my J.D. from the University of Oklahoma College of Law in 1975 and passed the bar exam the same year. Instead of practicing law, spent 2 yrs in the tax department of a, back then, Big 8 CPA firm in Tulsa. Spent 2 yrs as Director of Income Taxes for a NYSE listed company, also in Tulsa. Moved to McAlester in November 1979 and was Administrator for the McAlester Clinic (now Warren Clinic) for 31 years.

Married to Shirley Bishop for 44 years. Have 2 children; Shannon, a RN working for Integris in Yukon, and Kevin, a police officer for the City of McAlester.



# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 8, 2016

**Department:** \_\_\_\_\_

**Prepared By:** Peter Stasiak, City Manager

**Date Prepared:** March 1, 2016

**Item Number:** Consent Agenda C

**Account Code:** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_

**Exhibits:** 1

### Subject

Consider and act upon, authorization of payment to Carstensen Construction, Inc., Contractor's Application for Payment #6, in the amount of \$110,476.75, for the construction of road and infrastructure improvements related to CIP#4 6<sup>th</sup> Street and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

### Recommendation

Staff recommends payment of Contractor's Application for Payment #6 in the amount of \$110,476.75 for construction services related to CIP#4 6<sup>th</sup> Street.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>		
<b>City Manager</b>	P. Stasiak	

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION  
SERIES 2014 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: March 1, 2016

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting, Inc.	800482036
CREDITOR	TRUST NO.
P.O. Box 754 Pipestone, MN 56164	
MAILING ADDRESS	
Construction Services	Invoice: Payment # 6
ITEM	ITEM NO.
February 24, 2016	CIP # 4 6 <sup>th</sup> ST
DATE	PURPOSE
	\$110,476.75
	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: March 1, 2016

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

# CONTRACTOR'S APPLICATION FOR PAYMENT NO.

6

Application Period: <b>1/29/2016 To 2/18/2016</b>		Application Date: <b>2/24/2016</b>	
To (Owner): <b>City of McAlester</b>	From (Contractor): <b>Carstensen Contracting, Inc.</b>	Via (Engineer): <b>Miles Hunter, P.E.</b>	
Project: <b>Reconstruction of 6th Street</b>	Contract: <b>CIP 4 - 6th</b>	Original (Days): <b>197</b>	Charged (Days): <b>0</b>
Owner's Contract No.:	Contractor's Project No.: <b>15202</b>	Engineer's Project No.: <b>#6005601</b>	

## Application for Payment

### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	15430.2	
2	11556.93	
3	3672.71	
4	4265.25	
5	2500	
6		27112.36
7		12866.36
8		
<b>TOTALS</b>	<b>37425.09</b>	<b>39,978.72</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>(2,553.63)</b>

1. ORIGINAL CONTRACT PRICE .....	\$	1,083,261.40
2. Net change by Change Orders .....	\$	(2,553.63)
3. CURRENT CONTRACT PRICE (Line 1 ± 2) .....	\$	1,080,707.77
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report).....	\$	1,080,707.77
5. MATERIALS STORED ON HAND		
a. Paid This Estimate	\$	-
b. Removed This Estimate	\$	-
5. RETAINAGE:		
a. 3% x \$ 1,080,707.77 Work Completed .....	\$	32,421.23
b. x \$ 300.00 Liquidated Damages.....	\$	-
c. Total Retainage (Line 5a + Line 5b) .....	\$	32,421.23
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) .....	\$	1,048,286.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....	\$	937,809.79
8. AMOUNT DUE THIS APPLICATION .....	\$	110,476.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above) .....	\$	32,421.23

## Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 2/24/2016
---	-----------------

Payment of:	\$	<b>110,476.75</b>	(Line 8 or other - attach explanation of other amount)
is recommended by:		(Engineer)	(Date)
Payment of:	\$		(Line 8 or other - attach explanation of other amount)
is approved by:		(Owner)	(Date)
Approved by:		Funding Agency (if applicable)	(Date)



# Progress Estimate (6 th St LUMP SUM BIDS)

# Contractor's Application

For (contract):			CIP 4-6th		Application Number:		Pay Application # 6			
Application Period:			January 29, 2016 to February 18, 2016		Application Date:		2/24/2016			
A			B	Work Completed		E	F			G
ITEM			Scheduled Value	C	D	Materials Presently	Total Completed and Stored to Date (C + D + E)		% (F/B)	Balance to Finish (B - F)
Pay Item No.	Description			From Previous Application (C+D)	This Period					
6th Street - Roadway										
1	Clearing and Grubbing		\$ 3,436.00	\$ 3,436.00		\$ -	\$ 3,436.00	1.00	\$ -	
4	Type A Salvaged Topsoil		\$ 6,228.00	\$ 6,228.00		\$ -	\$ 6,228.00	1.00	\$ -	
35	Removal of Structures & Obstructions		\$ 8,044.00	\$ 8,044.00		\$ -	\$ 8,044.00	1.00	\$ -	
44	Construction Traffic Control		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
44A	Construction Traffic Control		\$ 2,818.00	\$ 2,113.50	\$ 704.50	\$ -	\$ 2,818.00	1.00	\$ -	
45	Traffic Items		\$ 12,844.00	\$ -	\$ 12,844.00	\$ -	\$ 12,844.00	1.00	\$ -	
41	SWPPP Documentation and Management		\$ 3,498.00	\$ 2,623.50	\$ 874.50	\$ -	\$ 3,498.00	1.00	\$ -	
43	Mobilization		\$ 30,558.00	\$ 30,558.00		\$ -	\$ 30,558.00	1.00	\$ -	
46	Construction Staking Level II		\$ 10,998.00	\$ 10,998.00		\$ -	\$ 10,998.00	1.00	\$ -	
6th Street - Water										
88	CLSM BACKFILL-FILL EXISTING LINE		\$ 10,204.60	\$ 10,204.60		\$ -	\$ 10,204.60	1.00	\$ -	
89	Hydrostatic Pressure Testing & Disinfection		\$ 5,866.00	\$ 5,866.00		\$ -	\$ 5,866.00	1.00	\$ -	
A Street - Sewer										
91	CLSM BACKFILL-FILL SEWER EXISTING LINE		\$ 4,638.00	\$ 4,638.00		\$ -	\$ 4,638.00	1.00	\$ -	
103	LEAKAGE TEST(SANITARY SEWER MANHOLES)BY NEGATIVE PRESSURE (VACUUM)		\$ 765.00	\$ 765.00		\$ -	\$ 765.00	1.00	\$ -	
104	Deflection & Leakage Test (Sanitary Sewer Mains)		\$ 1,623.00	\$ 1,623.00		\$ -	\$ 1,623.00	1.00	\$ -	
			\$ 101,520.60				101,520.60		\$ -	

Total This Estimate \$ 14,423.00

To Finish Lump Sum Items \$ -

## Progress Estimate (6th St Roadway)

## Contractor's Application

For (contract): CIP 4 - 6th					Application Number: Pay Application #6							
Application Period: January 29, 2016 to February 18, 2016					Application Date: 2/24/2016							
A					B	C	D	E	F		G	
ITEM		Bid Quantity	Unit	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
2	Unclassified Excavation	2,524.00	CY	\$ 12.00	\$ 30,288.00	2,524.00	\$ 30,288.00	-	2,524.00	\$ 30,288.00	100%	\$ -
3	Embankments	20.00	CY	\$ 14.00	\$ 280.00	20.00	\$ 280.00	-	20.00	280.00	100%	\$ -
5	Temporary Silt Fence	1,136.00	LF	\$ 2.70	\$ 3,067.20	1,136.00	\$ 3,067.20	-	1,136.00	3,067.20	100%	\$ -
6	Temporary Sediment Filter	1.00	EA	\$ 150.00	\$ 150.00	1.00	\$ 150.00	-	1.00	150.00	100%	\$ -
7	(PL)Temporary Inlet Sediment Filter	16.00	EA	\$ 150.00	\$ 2,400.00	16.00	\$ 2,400.00	-	16.00	2,400.00	100%	\$ -
8	Solid Slab Sodding	2,422.00	SY	\$ 4.50	\$ 10,899.00	2,422.00	\$ 10,899.00	-	2,422.00	10,899.00	100%	\$ -
9	Vegatative Mulching	0.51	AC	\$ 2,250.00	\$ 1,147.50	0.00	\$ -	-	-	-	0%	\$ 1,147.50
10	Mowing	0.51	AC	\$ 1,000.00	\$ 510.00	0.00	\$ -	-	-	-	0%	\$ 510.00
11	Aggregate Base Type 'A'	580.00	CY	\$ 68.00	\$ 39,440.00	557.00	\$ 37,876.00	-	557.00	37,876.00	96%	\$ 1,564.00
12	Lime		TON	\$ 191.00	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
12A	Stabilized Subgrade	3,487.00	SY	\$ 3.50	\$ 12,204.50	3,348.00	\$ 11,718.00	-	3,348.00	11,718.00	96%	\$ 486.50
13	Lime Stabilized Subgrade		SY	\$ 6.50	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
13A	Subgrade Method B	3,487.00	SY	\$ 5.50	\$ 19,178.50	3,348.00	\$ 18,414.00	-	3,348.00	18,414.00	96%	\$ 764.50
14	Separator Fabric	3,982.00	SY	\$ 1.55	\$ 6,172.10	3,823.00	\$ 5,925.65	-	3,823.00	5,925.65	96%	\$ 246.45
15	Prime Coat	870.00	GAL	\$ 8.40	\$ 7,308.00	0.00	\$ -	-	-	-	0%	\$ 7,308.00
16	Dowel Jointed P.C.C.P. (Placement)	3,101.00	SY	\$ 34.00	\$ 105,434.00	2,979.78	\$ 101,312.52	-	2,979.78	101,312.52	96%	\$ 4,121.48
17	P.C. for Pavement	695.00	CY	\$ 118.00	\$ 82,010.00	665.50	\$ 78,529.00	-	665.50	78,529.00	96%	\$ 3,481.00
18	Handrailing	50.00	LF	\$ 65.00	\$ 3,250.00	50.00	\$ 3,250.00	-	50.00	3,250.00	100%	\$ -
19	6'x3'Precast Reinforced Concrete Box	596.00	LF	\$ 381.00	\$ 227,076.00	596.00	\$ 227,076.00	-	596.00	227,076.00	100%	\$ -
20	4'x3'Precast Reinforced Concrete Box	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
21	Concrete Curb (6" Barrier-Integral)	1,255.00	LF	\$ 39.00	\$ 48,945.00	1,244.00	\$ 48,516.00	-	1,244.00	48,516.00	99%	\$ 429.00
22	4" Concrete Sidewalk	241.00	SY	\$ 77.00	\$ 18,557.00	262.67	\$ 20,225.59	-	262.67	20,225.59	109%	\$ (1,668.59)
23	8" Concrete driveway	330.00	SY	\$ 81.00	\$ 26,730.00	417.50	\$ 33,817.50	-	417.50	33,817.50	127%	\$ (7,087.50)
24	6" Concrete Driveway	276.00	SY	\$ 74.00	\$ 20,424.00	288.77	\$ 21,368.98	-	288.77	21,368.98	105%	\$ (944.98)
25	Tactile Warning Device (New)	52.00	SF	\$ 72.50	\$ 3,770.00	32.00	\$ 2,320.00	-	32.00	2,320.00	62%	\$ 1,450.00
26	Inlet CI Des. 2 (STD)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
27	Inlet CI Des. 2 (B)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
28	Inlet CI Des. 3 (STD)	-	Ea	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
29	Inlet w/Large Jct. Box, CI Des. 2	2.00	Ea	\$ 10,141.00	\$ 20,282.00	2.00	\$ 20,282.00	-	2.00	20,282.00	100%	\$ -
30	Inlet w/Large Jct. Box, CI Des. 2(B)	3.00	Ea	\$ 11,168.00	\$ 33,504.00	3.00	\$ 33,504.00	-	3.00	33,504.00	100%	\$ -
31	Inlet w/Large Jct. Box, CI Des. 3	1.00	Ea	\$ 21,574.00	\$ 21,574.00	1.00	\$ 21,574.00	-	1.00	21,574.00	100%	\$ -
32	18" RCP CL-III	37.00	LF	\$ 65.50	\$ 2,423.50	37.00	\$ 2,423.50	-	37.00	2,423.50	100%	\$ -
33	24" RCP CL-III	8.00	LF	\$ 83.00	\$ 664.00	8.00	\$ 664.00	-	8.00	664.00	100%	\$ -
34	36" RCP CL-III	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
36	Removal of Concrete Pavement	5,111.00	SY	\$ 7.50	\$ 38,332.50	5,111.00	\$ 38,332.50	-	5,111.00	38,332.50	100%	\$ -
37	Removal of Sidewalk	192.00	SY	\$ 9.00	\$ 1,728.00	192.00	\$ 1,728.00	-	192.00	1,728.00	100%	\$ -
38	Sawing Pavement	542.00	LF	\$ 2.70	\$ 1,463.40	542.00	\$ 1,463.40	-	542.00	1,463.40	100%	\$ -
39	Remove and Reconstruct Fence	100.00	LF	\$ 8.25	\$ 825.00	100.00	\$ 825.00	-	100.00	825.00	100%	\$ -
40	3" PVC SCH. 40 Plastic Conduit Bored	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
42	Field Office	1.00	EA	\$ 10,760.00	\$ 10,760.00	1.00	\$ 10,760.00	-	1.00	10,760.00	100%	\$ -
CO 03	Fixing Conflict with storm and sewer	1.00	EA	\$ 3,672.71	\$ 3,672.71	1.00	\$ 3,672.71	-	1.00	3,672.71	100%	\$ -
CO 04	Sanitary Sewer Connection 4"x4"	1.00	EA	\$ 179.00	\$ 179.00	1.00	\$ 179.00	-	1.00	179.00	100%	\$ -
CO 05	Core Drill 6x3 Precast Box	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	-	1.00	2,500.00	100%	\$ -
CO 06	Fire Hydrant Bollards (3 total)	1.00	LS	\$ 2,002.19	\$ 2,002.19	1.00	\$ 2,002.19	-	1.00	2,002.19	100%	\$ -
					\$ 809,151.10					\$ 797,343.74		\$ 11,807.36

Total This Estimate	\$ 797,343.74
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To Finish Unit Price Items	\$ 11,807.36
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Progress Estimate (6th St Water)

Contractor's Application

For (contract):				CIP 4 - 6th				Application Number:		Pay Application #6					
Application Period:				January 29, 2016 to February 18, 2016				Application Date:		2/24/2016					
A				B		C		D		E		F		G	
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)			
Specification Section No.	Description														
65	Unclassified Excavation	445.00	CY	\$ 15.00	\$ 6,675.00	445.00	\$ 6,675.00	-	445.00	6,675.00	100%	\$ -			
66	12" PVC	-	CY	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
67	6" PVC	1,033.00	LF	\$ 39.00	\$ 40,287.00	1,033.00	\$ 40,287.00	-	1,033.00	40,287.00	100%	\$ -			
68	4" PVC	190.00	LF	\$ 33.50	\$ 6,365.00	190.00	\$ 6,365.00	-	190.00	6,365.00	100%	\$ -			
69	2" PVC	40.00	Ea	\$ 29.00	\$ 1,160.00	40.00	\$ 1,160.00	-	40.00	1,160.00	100%	\$ -			
70	Fire Hydrant and Assembly	3.00	Ea	\$ 2,874.00	\$ 8,622.00	3.00	\$ 8,622.00	-	3.00	8,622.00	100%	\$ -			
71	12" Gate Valve	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
72	6" Gate Valve	9.00	Ea	\$ 1,713.00	\$ 15,417.00	9.00	\$ 15,417.00	-	9.00	15,417.00	100%	\$ -			
73	4" Gate Valve	4.00	Ea	\$ 835.00	\$ 3,340.00	4.00	\$ 3,340.00	-	4.00	3,340.00	100%	\$ -			
74	Standard Valve Box	13.00	Ea	\$ 164.00	\$ 2,132.00	13.00	\$ 2,132.00	-	13.00	2,132.00	100%	\$ -			
75	12" Solid Sleeve	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
76	6" Solid Sleeve	4.00	Ea	\$ 292.00	\$ 1,168.00	4.00	\$ 1,168.00	-	4.00	1,168.00	100%	\$ -			
77	2" Solid Sleeve	4.00	Ea	\$ 202.00	\$ 808.00	4.00	\$ 808.00	-	4.00	808.00	100%	\$ -			
78	12" 45 degree Fitting (Vertical)	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
79	6" 45 Fitting	10.00	Ea	\$ 332.00	\$ 3,320.00	10.00	\$ 3,320.00	-	10.00	3,320.00	100%	\$ -			
80	6" 45 Fitting (Vertical)	2.00	Ea	\$ 553.00	\$ 1,106.00	2.00	\$ 1,106.00	-	2.00	1,106.00	100%	\$ -			
80A	4" 45 Fitting (Vertical)	4.00	Ea	\$ 327.00	\$ 1,308.00	4.00	\$ 1,308.00	-	4.00	1,308.00	100%	\$ -			
81	4x2 Reducing Fitting	4.00	Ea	\$ 336.00	\$ 1,344.00	4.00	\$ 1,344.00	-	4.00	1,344.00	100%	\$ -			
82	12x12x6 TEE	-	Ea	\$ -	\$ -	-	\$ -	-	-	-	#DIV/0!	\$ -			
83	6x6x6 TEE	5.00	Ea	\$ 502.00	\$ 2,510.00	5.00	\$ 2,510.00	-	5.00	2,510.00	100%	\$ -			
84A	6x6x4 TEE	4.00	Ea	\$ 410.00	\$ 1,640.00	4.00	\$ 1,640.00	-	4.00	1,640.00	100%	\$ -			
84	6" Plug	1.00	Ea	\$ 260.00	\$ 260.00	1.00	\$ 260.00	-	1.00	260.00	100%	\$ -			
86	5/8"x3/4" Water Service Connection(Long) 6"x1"	8.00	Ea	\$ 1,360.00	\$ 10,880.00	8.00	\$ 10,880.00	-	8.00	10,880.00	100%	\$ -			
87	5/8"x3/4" Water Service Connection(Short) 6"x1"	4.00	EA	\$ 1,840.00	\$ 7,360.00	4.00	\$ 7,360.00	-	4.00	7,360.00	100%	\$ -			
CO 002	Waterline Relocation	1.00	LS	\$ 11,556.93	\$ 11,556.93	1.00	\$ 11,556.93	-	1.00	11,556.93	100%	\$ -			
					\$ 127,258.93										

127,258.93

\$

-

Total This Estimate	\$ 127,258.93
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To Finish Unit Price Items	\$ -
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Progress Estimate (6th St Sewer)

Contractor's Application

For (contract): CIP 4-6TH					Application Number: Pay Application #6							
Application Period: January 29, 2016 to February 18, 2016					Application Date: 2/24/2016							
A			B		C	D	E	F		G		
ITEM												
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Materials Presently Installed (not in C)	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
90	Unclassified Excavation	318.00	CY	\$ 15.75	\$ 5,008.50	318.00	\$ 5,008.50	-	318.00	5,008.50	100%	\$ -
92	12" (PVC) (Sewer Main)	274.00	LF	\$ 47.00	\$ 12,878.00	274.00	\$ 12,878.00	-	274.00	12,878.00	100%	\$ -
93	10" (PVC) (Sewer Main)	-	LF	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
94	8" (PVC) (Sewer Main)	79.00	LF	\$ 39.00	\$ 3,081.00	79.00	\$ 3,081.00	-	79.00	3,081.00	100%	\$ -
95	Manhole (4' Dia) Standard	2.00	EA.	\$ 3,344.00	\$ 6,688.00	2.00	\$ 6,688.00	-	2.00	6,688.00	100%	\$ -
96	Add'l Depth in MH 4' dia.	9.00	VF	\$ 212.00	\$ 1,908.00	9.00	\$ 1,908.00	-	9.00	1,908.00	100%	\$ -
97	Sanitary Sewer Service Connection(12"x4")	6.00	Ea.	\$ 441.00	\$ 2,646.00	6.00	\$ 2,646.00	-	6.00	2,646.00	100%	\$ -
98	Sanitary Sewer Service Connection(10"x4")	-	Ea.	\$ -	\$ -	0.00	\$ -	-	-	-	#DIV/0!	\$ -
99	Sanitary Sewer Service Connection(8"x4")	4.00	Ea.	\$ 254.00	\$ 1,016.00	4.00	\$ 1,016.00	-	4.00	1,016.00	100%	\$ -
100	4" PVC Pipe (Sewer Service Line)	580.00	LF	\$ 35.00	\$ 20,300.00	580.00	\$ 20,300.00	-	580.00	20,300.00	100%	\$ -
101	Video Inspection of Conduit (Pre-Const)	353.00	LF	\$ 3.00	\$ 1,059.00	0.00	\$ -	-	-	-	0%	\$ 1,059.00
102	Video Inspection of Conduit (Post-Const)	353.00	LF	\$ 3.00	\$ 1,059.00	353.00	\$ 1,059.00	-	353.00	1,059.00	100%	\$ -
					\$ 55,643.50						\$ 54,584.50	\$ 1,059.00

Total This Estimate

\$ 54,584.50

To Finish Unit Price Items

\$ 1,059.00



# McAlester City Council

## AGENDA REPORT

5

**Meeting Date:** 03/08/2016  
**Department:** Fire Department  
**Prepared By:** Brett Brewer  
**Date Prepared:** 03/02/2016

**Item Number:** Consent Agenda D  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Checotah Emergency Medical Service and the McAlester Fire/EMS Department.

### Recommendation

Motion to approve the mutual aid agreement.

### Discussion

The purpose of this agreement is to secure to each the benefits of mutual aid within each department's response area.

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	BB	03//02/2016
<b>City Manager</b>	P. Stasiak	

## MUTUAL AID AGREEMENT

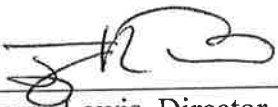
THIS AGREEMENT is entered into this 1st day of January 2016 by and between the  
Checotah Emergency Medical Service and McAlester FD EMS

Both above named agencies hereby agree to provide Mutual Aid to each other, upon  
request. This Mutual Aid will provided at all times for emergency situations except in the  
event that in responding to assist, the agency's own area would be placed in jeopardy.

Both agencies agree that in providing Mutual Aid, fees charged if any, for ambulance  
services and rendered patient care will be the responsibility of the party (parties)  
receiving the service, and not the responsibility of the other agency.

Both agencies agree that in requesting or providing Mutual Aid to the other agency, that  
no liability or expenses whatsoever are assumed for the direct or indirect actions of the  
other agency or the agency's employees, volunteers or agents. This includes but is not  
limited to actions or omissions in patient care rendered and/or injuries, illness, loss or  
damage caused or alleged to be caused, by the other agency or the other agency's  
employees volunteers, or agents

This agreement will be in effect until the 31st day of December 2016 unless earlier  
revoked in writing.

  
\_\_\_\_\_  
Jerry Lewis, Director  
Checotah EMS

2-11-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date



# McAlester City Council

## AGENDA REPORT

Meeting Date: 03/08/2016  
Department: Fire Department  
Prepared By: Brett Brewer  
Date Prepared: 03/02/2016

Item Number: Consent Agenda E  
Account Code:  
Budgeted Amount:  
Exhibits: 1

### Subject

Discussion and possible action, on approval of an agreement for mutual aid emergency medical services between Coalgate Fire Department EMS and the McAlester Fire/EMS Department.

### Recommendation

Motion to approve the mutual aid agreement.

### Discussion

The purpose of this agreement is to secure to each the benefits of mutual aid within each department's response area.

### Approved By

	Initial	Date
Department Head	BB	03/02/2016
City Manager	P. Stasiak	

# COALGATE FIRE DEPARTMENT/EMS

3 S. MAIN COALGATE, OK 74538

580-927-3913

## 2016 MUTUAL AID AGREEMENT

This agreement is entered into this 1<sup>st</sup> day of January 2016, by and between **Coalgate Fire Department/EMS and McAlester Fire Department.**

Both above named agencies hereby agree to provide Mutual Aid Assistance to each other upon request. This Mutual Aid Assistance will be provided at all times for emergency situations except in the event that in responding to assist, the agency's own primary coverage area would be placed in jeopardy.

Both agencies agree that in providing Mutual Aid, fees charged if any, for ambulance services and rendering patient care will be the responsibility of the party (parties) receiving the service, and the responsibility of the other agency.

Both agencies agree that in requesting or providing Mutual Aid to the other agency, that no liability or expense whatsoever are assumed for the direct or indirect actions of the other agency or the agency's employees, volunteers, or agents. This includes but is not limited to actions or omissions in patient care rendered and/or injuries, illness, loss or damage caused or alleged to be caused, by the other agency or the other agency's employees, volunteers, or agents.

This agreement will be effective until December 31, 2016, unless otherwise revoked in writing.

**Coalgate Fire Department/EMS**

**McAlester Fire Department**

Roger Cooper City Mang.

Printed Name

Title

\_\_\_\_\_  
Printed Name

Title

Ben Cooper 2/23/16

Signature

Date

\_\_\_\_\_  
Signature

Date





# McAlester City Council

## AGENDA REPORT

**Meeting Date:** March 8, 2016

**Department:** \_\_\_\_\_

**Prepared By:** Peter Stasiak, City Manager

**Date Prepared:** March 2, 2016

**Item Number:** Consent Agenda F

**Account Code:** \_\_\_\_\_

**Budgeted Amount:** \_\_\_\_\_

**Exhibits:** 3

### Subject

Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #16, in the amount of \$125,787.12, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account.

### Recommendation

Staff recommends authorization of payment to T. McDonald Construction, Inc. Payment #16 in the amount of \$125,787.12.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>		
<b>City Manager</b>	P. Stasiak	

SCHEDULE "D"

THE MCALESTER PUBLIC WORKS AUTHORITY

PAYMENT REQUISITION  
SERIES 2014 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: March 2, 2016

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013, and as further supplemented and amended by a Series 2014 Supplemental Note Indenture dated as of May 1, 2014 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2014 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

T. McDonald Construction	800482036
CREDITOR	TRUST NO.

P.O. Box 1043 Eufaula, OK 74432
MAILING ADDRESS

Construction Services	Invoice: Payment # 16
ITEM	ITEM NO.

February 23, 2016	CIP # 3	\$ 125,787.12
DATE	PURPOSE	AMOUNT

AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: March 2, 2016

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



March 1, 2016

Pete Stasiak, City Manager  
City of McAlester  
PO Box 578  
28 E. Washington  
McAlester, OK 74502-0578

Re: Second Street Improvements (CIP #3)  
Contractor's Pay Estimate No. Sixteen (16)

Dear Mr. Stasiak:

Enclosed you will find six (6) copies of the Contractor's Pay Request No. Sixteen (16) for the above referenced project which covers the time period through February 23, 2016. We recommend payment of this Pay Estimate No. Sixteen (16) in the amount of \$125,787.12.

Please place this item on the agenda for approval at your next meeting and upon approval please ask the Mayor to sign all six (6) copies. Send four copies to our office located at 719 S George Nigh Expressway, McAlester, OK 74501, one copy to the Contractor with payment and retain the final copy for your records.

Thank you and if you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC  
dba Mehlburger Brawley

Dale Burke, P.E.  
President

DB/mj  
Enclosures

Project No. MC-14-01

cc w/enclosure: Tom Grant, Resident Project Representative, Infrastructure Solutions Group, LLC

## 16

Application For Payment  
Change Order Summary

1. ORIGINAL CONTRACT PRICE.....	\$	<u>\$2,730,987.50</u>
2. Net change by Change Orders.....	\$	<u>- \$2,007.50</u>
3. Current Contract Price (Line 1 + 2).....	\$	<u>\$2,728,980.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>\$2,690,655.40</u>
5. RETAINAGE:		
a. 5% X <u>\$2,690,655.40</u> Work Completed.....	\$	<u>\$134,532.77</u>
b. 10% X <u>                    </u> Stored Material.....	\$	<u>                    </u>
c. Total Retainage (Line 5a + Line 5b).....	\$	<u>\$134,532.77</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	<u>\$2,556,122.63</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>\$2,438,336.51</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>\$117,786.12</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	<u>\$172,663.77</u>

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

3/2/14

(Date)

## Progress Estimate

## Contractor's Application

For (contract): Second Street Improvements CIP #3							Application Number: 16			
Application Period: 1/20/16 - 2/23/16							Application Date: 2/23/2016			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	EARTHWORK-LS	1	\$65,000.00	\$65,000.00	1	\$65,000.00		\$65,000.00	100.0%	
2	SOLID SLAB SOD-SY	5355	\$3.00	\$16,065.00	5355	\$16,065.00		\$16,065.00	100.0%	
3	AGGREGATE TYPE A-CY	4277	\$47.50	\$203,157.50	4277	\$203,157.50		\$203,157.50	100.0%	
4	BASE REPAIR-AGG BASE TYPE A-CY	220	\$85.00	\$18,700.00	220	\$18,700.00		\$18,700.00	100.0%	
5	LIME		\$200.00							
6	LIME STABILIZED SUBGRADE *(6 IN. OF AGG BASE)-SY		\$12.00							
7	TACK COAT	3000	\$1.00	\$3,000.00	3000	\$3,000.00		\$3,000.00	100.0%	
8	PRIME COAT	135	\$10.00	\$1,350.00	135	\$1,350.00		\$1,350.00	100.0%	
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	600	\$140.00	\$84,000.00	600	\$84,000.00		\$84,000.00	100.0%	
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3"	75	\$150.00	\$11,250.00	75	\$11,250.00		\$11,250.00	100.0%	
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	70	\$150.00	\$10,500.00	70	\$10,500.00		\$10,500.00	100.0%	
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3")	25	\$150.00	\$3,750.00	25	\$3,750.00		\$3,750.00	100.0%	
13	COLD MILLING PAVEMENT (OVERLAY)	3700	\$8.00	\$29,600.00	3700	\$29,600.00		\$29,600.00	100.0%	
14	PC CONCRETE FOR PAVEMENT (PLACEMENT) -SY	11547	\$24.50	\$282,901.50	11547	\$282,901.50		\$282,901.50	100.0%	
15	PC CONCRETE FOR PAVEMENT (PLACEMENT) -CY	2606	\$132.00	\$343,992.00	2606	\$343,992.00		\$343,992.00	100.0%	
16	CONCRETE JOINT SEALING - LF	23625	\$1.20	\$28,350.00	23625	\$28,350.00		\$28,350.00	100.0%	
17	CONCRETE CURB (6" BARRIER-INTEGRAL) -LF	4461	\$9.00	\$40,149.00	4461	\$40,149.00		\$40,149.00	100.0%	
18	4" CONCRETE SIDEWALK-SY	1873	\$44.00	\$82,412.00	1873	\$82,412.00		\$82,412.00	100.0%	
19	6" CONCRETE DRIVEWAY-SY	2107.5	\$66.00	\$139,095.00	2107.5	\$139,095.00		\$139,095.00	100.0%	
20	TACTILE WARNING DEVICE-SY	420	\$22.00	\$9,240.00	420	\$9,240.00		\$9,240.00	100.0%	
21	INTEL CI DES. 2 (STD)	2	\$6,600.00	\$13,200.00	2	\$13,200.00		\$13,200.00	100.0%	
22	INTEL CI DES. 3 (STD)	1	\$7,150.00	\$7,150.00	1	\$7,150.00		\$7,150.00	100.0%	
23	6" PERFORATED UNDERDRAIN ROUND-LF	6000	\$10.00	\$60,000.00	6000	\$60,000.00		\$60,000.00	100.0%	
24	6" NON-PERFORATED UNDERDRAIN ROUND-LF	200	\$20.00	\$4,000.00	200	\$4,000.00		\$4,000.00	100.0%	
25	REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLAY	12082.5	\$7.00	\$84,577.50	12082.5	\$84,577.50		\$84,577.50	100.0%	
26	REMOVAL OF SIDEWALK-SY	1361	\$4.00	\$5,444.00	1361	\$5,444.00		\$5,444.00	100.0%	
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%	
28	TENSAR ROADRAIN-SY	12800	\$10.95	\$140,160.00	12800	\$140,160.00		\$140,160.00	100.0%	
29	CONCRETE JUNCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00		\$13,500.00	75.0%	\$4,500.00
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00	23	\$4,600.00		\$4,600.00	100.0%	
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS III	5	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
33	44"X27" RC PIPE ARCH CLASS III	33	\$350.00	\$11,550.00	30	\$10,500.00		\$10,500.00	90.9%	\$1,050.00
34	SEWER LINE CONNECTIONS (UNDER RCP WEST SIDE FROM COMMAMCHE TO CANAL)	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
35	8" SDR 35 PVC MAIN SEWER LINE	3030	\$65.00	\$196,950.00	2910	\$189,150.00		\$189,150.00	96.0%	\$7,800.00

36	4" ID CONCRETE PRE-CAST MANHOLE	11	\$5,500.00	\$60,500.00	11	\$60,500.00	\$60,500.00	100.0%	
37	SEWER SERVICE CONNECTION	75	\$950.00	\$71,250.00	62	\$58,900.00	\$58,900.00	82.7%	\$12,350.00
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	\$10.00	\$29,100.00	2910	\$29,100.00	\$29,100.00	100.0%	
39	16" PVC C-900 DR 14 WATER MAIN	105	\$90.00	\$9,450.00	105	\$9,450.00	\$9,450.00	100.0%	
40	10" PVC C-900 WATER MAIN	1336	\$40.00	\$53,440.00	1336	\$53,440.00	\$53,440.00	100.0%	
41	6" PVC C-900 WATER MAIN	2966	\$24.00	\$71,184.00	2935	\$70,440.00	\$70,440.00	99.0%	\$744.00
42	16" WATER MAIN CONNECTION	2	\$3,000.00	\$6,000.00	2	\$6,000.00	\$6,000.00	100.0%	
43	10" WATER MAIN CONNECTION	3	\$2,000.00	\$6,000.00	3	\$6,000.00	\$6,000.00	100.0%	
44	6" WATER MAIN CONNECTION	6	\$1,000.00	\$6,000.00	5	\$5,000.00	\$5,000.00	83.3%	\$1,000.00
45	16" TO 10" WATER MAIN CONNECTION	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	100.0%	
46	16" GATE VALVE	2	\$4,500.00	\$9,000.00	2	\$9,000.00	\$9,000.00	100.0%	
47	10" GATE VALVE	4	\$2,000.00	\$8,000.00	4	\$8,000.00	\$8,000.00	100.0%	
48	6" GATE VALVE	12	\$800.00	\$9,600.00	12	\$9,600.00	\$9,600.00	100.0%	
49	NEW FIRE HYDRANT ASSEMBLY	10	\$5,500.00	\$55,000.00	10	\$55,000.00	\$55,000.00	100.0%	
50	1" AIR RELEASE VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00	\$1,500.00	100.0%	
51	2" METER CONNECTION	3	\$1,600.00	\$4,800.00	3	\$4,800.00	\$4,800.00	100.0%	
52	WATER SERVICE RECONNECTION (SHORT)	35	\$900.00	\$31,500.00	35	\$31,500.00	\$31,500.00	100.0%	
53	WATER SERVICE RECONNECTION (LONG)	37	\$900.00	\$33,300.00	37	\$33,300.00	\$33,300.00	100.0%	
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	728	\$10.00	\$7,280.00	728	\$7,280.00	\$7,280.00	100.0%	
55	TRAFFIC CONTROL	1	\$45,000.00	\$45,000.00	1	\$45,000.00	\$45,000.00	100.0%	
56	2 YEAR MAINTENANCE BOND	1	\$10,000.00	\$10,000.00					\$10,000.00
57	SWPPP	1	\$15,000.00	\$15,000.00	1	\$15,000.00	\$15,000.00	100.0%	
58	AS-BUILTS SURVEY	1	\$5,000.00	\$5,000.00					\$5,000.00
	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00					\$3,000.00
CO1-1	INVESTIGATE AND CAP ABANDONED SEWER SERVICE LINES	9	\$200.00	\$1,800.00	9	\$1,800.00	\$1,800.00	100.0%	
CO1-2	ADD ADDITIONAL CASING WITH END SEALS	2	\$1,500.00	\$3,000.00	2	\$3,000.00	\$3,000.00	100.0%	
CO1-3	REVISED ELEVATION FOR CURB INLET DUE TO UTILITY	1	\$750.00	\$750.00	1	\$750.00	\$750.00	100.0%	
WCD1-1	REMOVE AND COMPACT ROAD SURFACE UNDER ROAD SURFACE (Materials plus 25%)	5338	\$11.55	\$61,653.90	5338	\$61,653.90	\$61,653.90	100.0%	
WCD1-2	REMOVE POP-OFF, CLEANOUT, AND ANTI BACK FLOW PREVENTER	71	-\$103.00	-\$7,313.00					-\$7,313.00
WCD1-3	REMOVE F1000 CORP STOP AND REPLACE FB1000	21	\$486.00	\$10,206.00	21	\$10,206.00	\$10,206.00	100.0%	
WCD1-4	REPLACE F1000 CORP STOP WITH FB1000	69	\$18.00	\$1,242.00	69	\$1,242.00	\$1,242.00	100.0%	
CO-7-1	6" SEWER SERVICE LINE	1	\$3,500.00	\$3,500.00	1	\$3,500.00	\$3,500.00	100.0%	
CO8-1	SAW CUTTING TO REPAIR DRIVE	1	\$200.00	\$200.00	1	\$200.00	\$200.00	100.0%	
	<b>Totals</b>			<b>\$2,728,986.40</b>		<b>\$2,690,855.40</b>	<b>\$2,690,655.40</b>	<b>98.6%</b>	<b>\$38,131.00</b>

## Stored Material Summary

## Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREET IMPROVEMENTS						Application Number: 16			
Application Period: 1/20/16 - 2/23/16						Application Date: 2/23/2016			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Y	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	\$18,166.27			6/2015	\$18,166.27	
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	\$29,141.54			1/2015	\$29,141.54	
11170142		ARCH PIPE 18"X 29" RCP	12/2014	\$1,504.20			2/2015	\$1,504.20	
62486		30" RCP PIPE	12/2014	\$2,877.60			1/2015	\$2,877.60	
62579		STORM DRAIN FRAME AND GRATE AND HARDWARE	12/2014	\$9,029.00			3/2015	\$9,029.00	
80533		18" METER CANS	11/2014	\$5,177.50			6/2015	\$5,177.50	
80532		2" VH77-15B-11-77-NL SETTER	11/2014	\$3,952.74			3/2015	\$3,952.74	
80532		6' DR-14C900 PVC PIPE	11/2014	\$3,082.52			2/2015	\$3,082.52	
80532		6' MJ GATE VALVE	11/2014	\$5,575.35			6/2015	\$5,575.35	
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	\$2,577.58			6/2015	\$2,577.58	
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	\$5,693.18			3/2015	\$5,693.18	
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	\$6,636.52			3/2015	\$6,636.52	
80933		16" PVC STARGRIP W/ACC	1/2015	\$2,559.54			2/2015	\$2,559.54	
80933		10: PVC STARGRIP W/ACC	1/2015	\$6,546.50			2/2015	\$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	\$3,698.37			5/2015	\$3,698.37	
80933		4" 2-WAY CLEAN OUT TEE	1/2015	\$2,422.92				\$2,422.92	
80941		LF 6" DR-14 C900 PVC PIPE	1/2015	\$13,050.21			5/2015	\$13,050.21	
81118		5-1/4 B84B 3-WAY 3/6 BURY FIRE HYDT L/ACC	1/2015	\$18,067.50			3/2015	\$18,067.50	
44744		57,043 sq ft of Tensar Roadrain RDS	5/2015	\$54,190.84			7/2015	\$54,190.84	
			Totals		\$193,949.88			\$193,949.88	





# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>March 8, 2016</u>	Item Number:	<u>1</u>
Department:	<u>Finance</u>	Account Code:	<u></u>
Prepared By:	<u>Toni Ervin</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>March 1, 2016</u>	Exhibits:	<u>1</u>

### Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for Fiscal Year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation


Motion to approve the budget amendment ordinance.

### Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head			
City Manager	P. Stasiak	<u></u>	<u></u>

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
41	40625		Reimbursements	180,000	53,110	233,110
						-
			Total		53,110	-

[illegible]

\*\*\* Does not include appropriated fund balance.

# FY 15-16 Budget Amendments listed by Fund

					Revenue	Expense
001	8/25/15	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	135,500
014	9/8/15	01	General Fund	Appropriate funds for Airport Drainage Project to Rehab Taxiway	-	29,208
016	11/24/15	01	General Fund	Appropriate Funds for Worker's Compensation Allocation and EMS Contract with Dr.	-	64,000
026	1/26/16	01	General Fund	Appropriate funds for additional funds for Mid Year Review. Pension - Defined Benefit Allocation	-	-
028	1/26/16	01	General Fund	Appropriate funds for additional funds for Mid Year Review.	(110,000)	671,490
002	8/25/15	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	10,480
017	11/24/15	02	MPWA	Appropriate Funds for Worker's Compensation Allocation.	-	-
023	12/8/15	02	MPWA	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	95,000
027	1/26/16	02	MPWA	Appropriate funds for additional funds for Mid Year Review. Pension - Defined Benefit Allocation	-	-
029	1/26/16	02	MPWA	Appropriate funds for additional funds for Mid Year Review.	-	-
010	8/25/15	16	State Forfeiture	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	37,375	37,375
003	8/25/15	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	668,528	668,528
013	9/8/15	24	Airport Grant	Appropriate funds for Airport Drainage Project to Rehab Taxiway	283,165	283,165
019	11/24/15	26	Education Fund	Appropriate funds for the Memorandum of Understanding for the Driveway behind Will Rogers Elem	-	129,814
004	8/25/15	27	Tourism	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	8,940
021	11/24/15	27	Tourism	Appropriate funds for the transfer for Repairs & Maintenance, Liability Ins., WC, and new sign	-	68,931
020	11/24/15	28	South East Expo	Appropriate funds for Repairs & Maintenance, Liability Ins., WC, and new sign	68,931	68,931
005	8/25/15	29	E911	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	125,065
018	11/24/15	29	E911	Appropriate funds for electrical upgrade for E911 generator	-	11,000
006	8/25/15	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	681,171
022	11/24/15	30	Economic Development	Appropriate funds for the 2016 OSMPC Grant for Defense Development	193,257	193,257
007	8/25/15	32	Grants, Gifts, & Contributions	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	145,870
031	1/26/16	32	Grants, Gifts, & Contributions	Appropriate funds for additional funds for Mid Year Review.	55,032	55,032
008	8/25/15	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	438,238
009	8/25/15	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	1,561,237
012	9/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	87,000
015	10/13/15	41	Capital Fund	Appropriate Funds for 20 Inch Water Line Relocate	-	48,820
024	12/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	95,000	95,000
025	1/12/16	41	Capital Fund	Appropriate Funds for additional flood damage done to Sandy Creek Canal.	180,000	180,000
030	1/26/16	41	Capital Fund	Appropriate funds for additional funds for Mid Year Review.	576,490	576,490
041	3/8/16	41	Capital Fund	Appropriate funds for Streets Dump Truck and Softball Complex	53,110	53,110
011	8/25/15	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditures related to	-	21,236
					2,100,888	6,543,888

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA,  
AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE  
BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL  
CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY  
CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:**

**SECTION 1:** The proposed amendment to the FY 2015-2016 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2015-2016 Budget.

**SECTION 2:** All portions of the existing FY 2015-2016 Budget, Ordinance No. 2538 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION 3:** That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 4:** Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation**

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cora Middleton, City Clerk**

**Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**William J. Ervin, City Attorney**



# McAlester City Council

## AGENDA REPORT

Meeting Date:	March 8, 2016	Item Number:	2
Department:	Utility		
Prepared By:	Pete Stasiak/Toni Ervin	Account Code:	
Date Prepared:	March 1, 2016	Budgeted Amount:	
		Exhibits:	1

### Subject

Consider and act upon, authorizing the professional service agreement with the engineering firm of Holloway, Updike, and Bellen, Inc. for bidding, purchase, and implementation of an Automated Meter Reading/Advanced Metering Information System (AMR/AMI).

### Recommendation


Staff recommends that the Council authorize the Mayor to sign the agreements with Holloway, Updike, and Bellen, Inc.

### Discussion

We have discussed with City Attorney and the engineers our legal options for this estimated \$2.2 million project. They have agreed to structure the bidding documents within our charter restrictions. Our preferred option of funding this project is to use the bidding process in phases. Our intention is for Phase 1 to include the backbone of the technology required for the AMR/AMI Meter Reading System with the maximum number of meters possible included. It is estimated that 3500 meters could be included in this Phase 1 of the project. Phase 1 will be funded with a loan and cash budgeted out of the capital fund. Depending on the length of the loan and funding, Phase 2 could be 2 to 5 years away.

Option 2 can go to a vote of the people for the total amount of the project in order to bid out the entire project.

### Approved By

		Initial	Date
Department Head			
City Manager	P. Stasiak		

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF MCALESTER, OKLAHOMA, an Oklahoma municipal corporation, (herein the "**CITY**") and Holloway, Updike and Bellen, Inc., a Oklahoma Corporation, herein called the **CONSULTANT**.

### W I T N E S S E T H:

WHEREAS, the CITY desires to retain a professional to render services in connection with the purchase and implementation of an Automated Meter Reading/Advanced Metering Information System (AMR/AMI), which will include approximately 8,000 water meters along with the installation of the same (herein the "**Project**") prepared, and

WHEREAS, the services of a competent professional engineering consultant will be required for the preparation of bidding documents and other related services for the Project, and

WHEREAS, such services are of a distinct and non-competitive nature, and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the foregoing, and

WHEREAS, the CONSULTANT has submitted a "Scope of Services" for the aforesaid work dated January 25, 2016 in the form attached hereto and made a part hereof as **Exhibit A** (herein the "**Scope of Services**"), and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

### **1.00    SCOPE OF AGREEMENT**

The CONSULTANT shall perform those services enumerated in the Scope of Services. The CITY shall pay the CONSULTANT in accordance with the terms of the Fee Proposal in the form attached and made a part hereof as **Exhibit B**. If so specified in the Scope of Services the CITY shall also perform services and provide materials in accordance with the terms of the Proposal.

### **2.00    ADDITIONAL SERVICES**

In the event the CITY, in writing, requests that the CONSULTANT perform additional services not covered by the Proposal, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services, such agreement to be subject to the approval of the CITY.

### **3.00 NOTICE TO PROCEED**

The CONSULTANT shall commence the professional services called for under this Agreement upon the written notice to proceed issued by the CITY.

### **4.00 CONSULTANT'S PERSONNEL**

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

### **5.00 CONFLICT OF INTEREST**

The CONSULTANT declares that neither the Mayor, nor any Councilmen, nor any other CITY official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

### **6.00 DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CITY and the CONSULTANT shall be referred to the City Engineer, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

### **7.00 ESTIMATES**

The parties to this Agreement hereby acknowledge that the CONSULTANT has no control over: the cost of labor, materials and equipment; the methods of determining prices; or competitive bidding and market conditions except with regard to the CONSULTANT's services. Therefore, the CONSULTANT hereby warrants that the estimates of cost for the Project contained in the Proposal are made on the basis of the CONSULTANT's experience and qualifications and represent the CONSULTANT's best judgment as a design professional familiar with the construction industry.

### **8.00 CONSULTANT'S ASSISTANCE WITH BIDDING**

In the event that the lowest bid received by the CITY is greater than the CITY's budget for the Project, the CONSULTANT agrees to work with the CITY, without additional compensation to the CONSULTANT, (i) to consider all alternatives available to reduce the anticipated cost of the Project and (ii) to prepare any new bid documents for the Project.



## **9.00 COMPLIANCE WITH LAWS**

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding this Project.

## **10.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an estimate of the percentage of completion of the CONSULTANT's services rendered hereunder as of the date such notice is given. The CITY shall pay the CONSULTANT a pro rata fee based upon the agreed estimated percentage of completion of the CONSULTANT's services rendered hereunder.

## **11.00 OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, specifications, and data or programs stored electronically, prepared by CONSULTANT in connection with the provision of professional services under this Agreement shall be delivered to and become the sole and exclusive property of the CITY and may be used by the CITY and the CITY shall not be restricted in any way whatever in its use of such material.

## **12.00 CONFERENCES AND VISITS TO SITE**

The CONSULTANT agrees to attend all conferences related to the Project to be held at the request of the CITY. The CONSULTANT agrees further to visit the site of the work at any time when requested to do so by the CITY.

## **13.00 CONSULTANT'S ENDORSEMENT**

The CONSULTANT's seal and endorsement shall be placed on all required reports, final plans, specifications, estimates, shop drawings and other data furnished to the CITY by the CONSULTANT.

## **14.00 CONTROL**

All work by the CONSULTANT is to be done in a manner consistent with professional standards satisfactory to the CITY and in accordance with the established customs, practices, standards and procedures of the CITY except as such might not be consistent with established professional standards. The decision of the CITY is to control in all questions regarding location, type of design, dimension of design and similar questions. Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT's work is being done in a satisfactory manner and that all designs are in accordance with the desires of the CITY.

## **15.00 REVISIONS OF PLANS**

It is understood that minor revisions in final plans, including change orders, will be made by the CONSULTANT without additional compensation as the work progresses. However, in the event that the CITY requests major changes during the progress of the work or after completion of the work which will require revisions of work otherwise satisfactorily accomplished, the CONSULTANT will make the necessary revisions as required by the CITY and shall be paid additional compensation as outlined in the Paragraph 2.00 herein, provided that such changes are not required due to any error or omission by the CONSULTANT.

## **16.00 DELAYS AND EXTENSIONS**

16.01. Discretionary Extensions of Time. The CITY may grant, within the CITY's sole discretion, an extension of time to the CONSULTANT for delays beyond the CONSULTANT's control, or for delays caused by tardy approvals of work in progress by those official agencies charged with inspecting such work. No additional compensation shall be allowed for such delays.

16.02. Consent to Extension of Time. It is understood that time is of the essence in the performance and completion of the CONSULTANT's work. It is agreed that no extension of time will be valid without the CITY's prior written consent, and no such consent is assumed.

16.03. Cooperation with the CITY. The CONSULTANT understands that the completion of the overall Project is dependent upon the CONSULTANT's performance in an expeditious manner conforming to the time schedule contained in this Agreement. The CONSULTANT shall cooperate with the CITY in scheduling and performing the CONSULTANT's work to avoid conflict or interference with the work of others and shall perform its work efficiently, expeditiously, and in a manner that will not cause delay in the progress of the Project.

16.04. Withholding of Payments. Without limiting the CITY's rights or remedies for the CONSULTANT's default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT's fee or reimbursable expense whenever, in the CITY's absolute discretion, the CONSULTANT's work is defective or inadequate, or reasonable evidence exists that the CONSULTANT's work will not be completed within the foregoing time schedule, or the CONSULTANT has otherwise failed or refused to comply with its obligations to the CITY.

## **17.00 REIMBURSEMENT FOR EXPENSES**

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in accordance with the Proposal or are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

## **18.00 CLAIMS, LIABILITY AND INDEMNITY**

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from negligence of the CONSULTANT, its agents, servants, and employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the CITY and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the CITY

arising from the acts, errors, or omissions of the CONSULTANT, its agents, servants and employees in the performance of this Agreement, and the CONSULTANT will carry sufficient general liability insurance to provide the above indemnification.

#### **19.00 EQUAL EMPLOYMENT OPPORTUNITY**

19.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

19.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment, a notice to be provided by the CITY, setting forth the provisions of this non-discrimination clause. The CONSULTANT shall, in all solicitations for advertisements for employees placed by, or on behalf of, the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 19.02 in all subcontracts, if any, for services covered by this Agreement.

#### **20.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

**[Signatures to Follow on Next Page]**

WITNESS THE DUE EXECUTION HEREOF.

**THE CITY OF McALESTER**

**Holloway, Updike and Bellen, Inc.**

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

Steve Harrison, Mayor

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

Its: \_\_\_\_\_

CONSULTANT's Mailing Address:

818 Eastside Boulevard

P.O. Box 1543

Muskogee, Ok 74402

CONSULTANT's Telephone Number:

(918) 682-7811

CONSULTANT's Facsimile Number:

(918) 682-4551

ATTEST:

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

City Clerk

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. SCOPE OF THE PROJECT**

The projects consist of the design and construction of the following improvements:

The purchase and implementation of an Automated Meter Reading/Advanced Metering Information System (AMR/AMI), which will include approximately 8,000 water meters along with the installation of the same.

#### **II. SCOPE OF SERVICES**

Develop AMR/AMI Plan for the Water System

- A. Data Collection – Assist in collecting the following data:
  - a. Determine the number of meters, size and type;
  - b. Type of billing software and needed interface software;
  - c. Determine current meter reading procedures, type of meter reading equipment, vehicles and software;
  - d. Develop a map of the service area with customer address locations;
  - e. Locate all pump stations, water towers and other city facilities that could be used for radio receivers/antennas;
- B. Conduct a work session with the Owner to review the types of AMI systems available and answer questions with regards to the implementation of an AMI system.
- C. Preparation of Bidding documents – Engineering Reports and Contract Documents
  - a. Prepare Bid Documents for an AMI System that meets the competitive bidding requirements.
  - d. Develop bid Alternates to encourage competitive bidding and take advantage of the current technology for AMI systems.
  - c. Structure bid proposal to allow implementation through multiple phases as funding dictates.
- D. Meter Location – Locate and establish Global Positioning System (GPS) coordinates for the existing water meters in the distribution system.
  - a. Accuracy – The location work will be done with an average accuracy of ( $\pm$  0.5 ft.). All survey work will be based on the NAD 1983 projection using State Plane Coordinates.

- b. Deliverables – The Engineer will provide the OWNER a map showing the location of all of the water meters.
  - b.1 The Engineer will provide the OWNER data files which are compatible with Google Earth showing meter locations.
  - b.2 Engineer will provide the OWNER GIS data files with meter locations and attributes.
  - b.3 Engineer will update the data file after the meter installation is completed. Update information will include the actual meter sizes that were installed.
- E. Bidding Services: The Engineer will furnish bidding phase services as described below:
  - 1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
  - 2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.
  - 3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
  - 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
  - 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
  - 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
  - 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
  - 8. Assist the OWNER in conducting interviews with selected bidders to evaluate their product and review the installation methodology. The purpose of the interviews is to award the contract to a selected a bidder.
- F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
  - 1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
  - 2. Construction Progress Meetings. All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of

said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period.

3. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
4. Pay Estimates. Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
5. Contractor's Schedule. Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
6. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
7. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
8. Resident Project Representation. Engineer shall supervise the activities of the Engineer's Resident Project Representative, if one is provided.
9. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
10. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
11. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
12. Field Changes. Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.

- G. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.

- H. Resident Project Representation: **(When Requested)** Engineer shall provide full time Resident Project Representative services during the construction of the project. These services will be provided in accordance with the following modified version of "Duties, Limitations, and Responsibilities of the Resident Project Representative," derived from the Standard General Conditions of the Construction Contract, prepared by the Engineer's Joint Contract Documents Committee, latest edition, also known as the "Joint Committee Documents." The duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined in Section H, Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative. Engineer shall submit a resume of proposed Resident Project Representative for review and approval by the Owner if requested.
- I. Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative: The Resident Project Representative is the Owner's and the Engineer's agent at the site, will act as directed by and under the guidance of the Engineer, and will confer with the Engineer regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised as necessary. The Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer. The Resident Project Representative shall conduct duties pertaining to the Project in accordance with the procedures and policies of the Engineer with guidelines to be provided by the Engineer to the Resident Project Representative. The duties and responsibilities of the Resident Project Representative are as follows:
1. Schedules. The Resident Project Representative shall review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  2. Conferences and Meetings. The Resident Project Representative shall attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and ensure copies of the meeting minutes are generated by the responsible party and appropriately distributed.
  3. Liaison. The Resident Project Representative shall serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  4. Shop Drawings and Samples. The Resident Project Representative shall record date of receipt of shop drawings and samples. The Resident Project Representative shall receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination. The Resident Project Representative shall advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Engineer.
  5. Review of Work, Rejection of Defective Work, Inspections and Tests. The Resident Project Representative shall conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the Contract documents.



The Resident Project Representative shall report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer and Owner of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

The Resident Project Representative shall verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups. The Resident Project Representative shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.

6. Interpretations of Contract Documents. The Resident Project Representative shall report to Engineer in writing when clarifications and interpretations of the Contract documents are needed.
7. Modifications. The Resident Project Representative shall consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer.
8. Records. The Resident Project Representative shall maintain at the job-site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

The Resident Project Representative shall keep a diary and log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

The Resident Project Representative shall keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.

The Resident Project Representative shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. The Resident Project Representative shall record all pertinent information regarding equipment and materials delivered to Project site. The Resident Project Representative shall evaluate and note compliance of delivered equipment and materials with respect to approved submittals.

The Resident Project Representative shall maintain an updated "red-line" record drawing set of construction plans, reflecting all addenda and changes to the Project during the construction, and submit to Engineer upon Project completion.

9. Reports. The Resident Project Representative shall furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

The Resident Project Representative shall consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.

The Resident Project Representative shall report immediately to Engineer and Owner upon the occurrence of any accident.

10. Payment Requests. The Resident Project Representative shall review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Operation and Maintenance Manuals. During the course of the work, The Resident Project Representative shall verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

12. Completion. Before substantial completion, The Resident Project Representative shall submit to Contractor a list of observed items requiring completion or correction.

The Resident Project Representative shall conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.

The Resident Project Representative shall observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

13. Limitations of Authority.

- a. The Resident Project Representative shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract documents.
- b. The Resident Project Representative shall not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- c. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- d. The Resident Project Representative shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- e. The Resident Project Representative shall not authorize Owner to occupy the Project in whole or in part.

- f. The Resident Project Representative shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer in writing.

## Exhibit B

### FEE PROPOSAL

#### I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Exhibit 'A', the Owner shall pay the Engineer the following lump sum amounts:

Fee Schedule		
Task	Description	Fee
A & B	Data Collection	\$16,000
C.1	Preparation of Bid Documents	\$12,500
E	Bidding Services	\$8,000
F	Construction Phase Services	\$12,500
	<b>Total</b>	<b>\$49,000</b>
<b>Additional Services (When Authorized by Owner)</b>		
D	GPS Location of Water Meters	\$45,000
G thru I	Inspection Services	\$75.00/Hr

- B. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Exhibit 'A' of this Agreement, the Owner will pay the Engineer in accordance with the attached Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

# **HOLLOWAY, UPDIKE AND BELLEN, INC.**

## **HOURLY RATES 2016**

Principal Engineer	\$180.00 per hour
Sr. Engineer	\$165.00 per hour
Engineer (PE)	\$130.00 per hour
Engineering Intern	\$100.00 per hour
Professional Land Surveyor	\$115.00 per hour
Sr. CADD Technician	\$85.00 per hour
CADD Technician	\$75.00 per hour
Sr. Resident Inspector	\$75.00 per hour
Resident Inspector	\$65.00 per hour
3 Man Survey Crew w/GPS	\$175.00 per hour
2 Man Survey Crew w/GPS	\$155.00 per hour
Clerical	\$55.00 per hour
Travel Cost	\$0.50 per mile



# McAlester City Council

## AGENDA REPORT

Meeting Date:	March 8, 2016	Item Number:	3
Department:	Community & Economic Development	Account Code:	
Prepared By:	Leroy Alsup, Director & Jayme Clifton, Planning Tech.	Budgeted Amount:	
Date Prepared:	February 29, 2016	Exhibits:	(8) Eight

### Subject

Consider and act upon, an Ordinance amending the general zoning ordinance and accompanying map thereto known as General Zoning Ordinance No. 1843 (1989), by changing the classification of the zoning district for Lot 6, in Block 165, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

### Recommendation

Motion to act upon and approve the above Ordinance changing the classification of the zoning district for the property identified in the Ordinance from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District and authorizing the Mayor to sign the ordinance.

### Discussion

The applicant is requesting a zoning change for the subject property from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. The McAlester Planning and Zoning Commission met on February 16, 2016 and voted (8 Yes to 0 No) to recommend that the applicant's rezoning request be approved as presented.

The property at 902 N 6th Street (Lot 6, Block 165) meets all of the technical requirements to be rezoned from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District. The property east of the subject property is already zoned R-2, and the R-2 (Duplex) District is not markedly or substantially different in intensity or use from the R-1B Single-Family Residential District zoning that makes up the balance of the property in the surrounding area and would not be detrimental to the surrounding area. The infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.

The following documents are attached for your reference:

1. Draft Minutes of the February 16, 2016 Planning Commission Meeting
2. Draft Ordinance
3. Planning and Zoning Staff Report
4. Rezoning Request Application and Abstractor's Certificate
5. Area Zoning & Site Location Map
6. Notice to Property Owners within 300 feet
7. Proof of Publication of Notice in Newspaper
8. Picture of Sign Posted on Property

### Approved By

		Initial	Date
Department Head	L. Alsup	LA	02/29/2016
City Manager	P. Stasiak		

**McAlester Planning Commission Minutes**  
Tuesday, February 16, 2016 Meeting  
City Council Chambers  
6:30 PM

**DRAFT**

**Item 1**

**Call to Order and Roll Call**

Chairman Mark Emmons called the meeting to order at 6:31 P.M. Roll was called, and a quorum was present.

**Commissioners Present: 8**

Harvey Bollinger	Ross Eaton	Mark Emmons	Justin Few
Carl Gullick	Susan Kanard	Denis Lewis	Chris Taylor

**Commissioners Absent: 3**

Primus Moore	Karl Scifres	Karen Stobaugh
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**Item 2**

**Approval of Minutes**

A motion made by Commissioner Gullick was seconded by Commissioner Few to approve the November 17, 2015 Regular Meeting Minutes. The vote was taken.

The vote was 8-0

AYE: Few, Gullick, Kanard, Lewis, Taylor, Bollinger, Eaton, Emmons

NAY: None

The motion carried.

**GENERAL BUSINESS:**

**Item 3**

**Public Hearing: Discussion and action on P.C. #407, a request to rezone Lot 6, in Block 165, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-family Residential District to R-2 Two-Family Dwelling (Duplex) District.**

Chairman Emmons opened the item for discussion at 6:33 P.M. Leroy Alsup, Leroy Alsup, Director of the Community and Economic Development Department, clarified the areas for rezoning, designated in red, on the Site Location Map and Area of Request Map were currently zoned R-1B Single-family Residential and not commercially zoned. Mr. Alsup added that future maps will utilize hatch marks instead so there would be no confusion for persons that notices were mailed to.

Jayne Clifton, Planning Technician for the Community and Economic Development Department, presented the staff report to the Commission and it is hereby incorporated in the minutes by reference. Staff reported the property meets minimum lot area and lot frontage for the construction of a duplex structure. Mrs. Clifton also added the R-2 two-family dwelling (duplex) district was not markedly or substantially different in intensity or use from the surrounding current R-1B single-family residential district, with the R-2 allowing a slightly higher population density but with basic restrictions similar to the R-1A and R-1B districts. Mr. Alsup indicated that infill development of quality duplexes was good for growing the community, and would be a public benefit instead of the property remaining a vacant lot.

Randy Saunier, the applicant, provided information as to the past condition of the property and continued improvements with his plans to construct a duplex similar to his other newly constructed duplexes on adjoining lots. Mr. Saunier added that he felt new construction of duplexes in that area appealed to nearby hospital employees and that his overall housing developments improved the surrounding neighborhood.

Chairman Emmons asked if anyone else for or against the application wished to speak. No one came forward. Chairman Emmons closed the public hearing on the matter at 6:39 PM and called for a motion. Commissioner Bollinger motioned to approve the applicants' request to rezone the property from R-1B Single-Family Residential District to R-2 Two-Family Dwelling District, and was seconded by Commissioner Eaton. Chairman Emmons asked for discussion by the Commission. There were no other comments. The vote was taken.

The vote was 8-0

AYE: Gullick, Kanard, Lewis, Taylor, Bollinger, Eaton, Few, Emmons

NAY: None.

The motion carried.

**Item 4      New Business**

There was no New Business.

**Item 5      Staff Report**

Discussion on expiring Planning Commission and Board of Adjustment terms for 2016 and the reappointment of commission members. Staff advised members wanting to seek reappointment they would need to prepare a short biography for the City Council.

**Item 6      Commission Report**

There was no Commission Report.

**Item 7      Adjournment**

A motion made by Commissioner Bollinger was seconded by Commissioner Gullick to adjourn the meeting at 6:43 PM. There was no objection. The motion carried.

The vote was 8-0

AYE: Kanard, Lewis, Taylor, Bollinger, Eaton, Few, Gullick, Emmons

NAY: None

The motion carried.

Approved:

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Planning Commission Chairman

Date



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE GENERAL ZONING ORDINANCE AND ACCOMPANYING MAP THERETO KNOWN AS GENERAL ZONING ORDINANCE NO. 1843 (1989), BY CHANGING THE CLASSIFICATION OF THE ZONING DISTRICT FOR LOT 6, IN BLOCK 165, CITY OF MCALESTER, FORMERLY SOUTH MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA FROM R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-2 TWO-FAMILY DWELLING (DUPLEX) DISTRICT.

\*\*\*\*\*

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, that:

SECTION 1. GENERAL ORDINANCE NO. 1843, of the year 1989, and accompanying map thereto, as amended, is hereby further amended insofar as the same relates to certain parcels of land described as follows:

Changing the classification of the zoning district for Lot 6, in Block 165, City Of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The zoning change adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

ATTEST:

By \_\_\_\_\_  
Steve Harrison, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

By \_\_\_\_\_  
William J. Ervin, City Attorney



## City of McAlester

Community & Economic Development

1<sup>st</sup> & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

**PLANNING COMMISSION  
STAFF REPORT- PC Case #407  
February 16, 2016**

**To:** McAlester Planning Commission  
**From:** Leroy D. Alsup, Community and Economic Development Director  
Jayme Clifton, Planning Technician/Executive Assistant  
**Date:** February 11, 2016

**Case: PC #407      Request to Rezone**

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**Applicant:** Randal S. Saunier  
**Zoning District:** R1-B Single-Family Residential District  
**Location:** 902 N 6<sup>th</sup> Street, McAlester, Oklahoma  
**Legal Description:** Lot 6, in Block 165, South McAlester, Pittsburg County, State of Oklahoma.

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**General Description:**

Applicant is requesting change in zoning from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

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**General Notifications:**

Posting of Sign on Property	January 26, 2016
Publication in McAlester News Capital	January 31, 2016

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**Notification to Property Owners within 300 Feet:**

Property Owners within 300 feet	38 ( <i>Mailed on January 26, 2016</i> )
Notification receipts received	37
Notification Returned Unclaimed	1
Notifications Still Out	0

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**Attachments:**

Application  
Abstractor's Certificate  
Site Location Map  
Area of Request Map with Area Zoning Shown

Leroy Alsup- Director  
(918) 423-9300 ext.4951

James Schulz- Code Enforcement Inspector  
(918) 423-9300 ext. 4986

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext.4982

George Estrada- Building Inspector  
(918) 423-9300 ext. 4985

Jayme Clifton- Executive Asst./Planning Tech  
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing & Electrical Inspector  
(918)423-9300 ext 4987

Notice to Property Owners within 300 feet  
Proof of Publication of Notice in Newspaper  
Picture of Sign Posted on Property

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**Background Information:**

**Sec. 62-197. R-1B single-family residential district.**

- (a) *General description.* The R-1B single-family residential district is established as a district in which the use of land is for single-family dwellings, yet providing for a somewhat higher density with basic restrictions similar to the R-1A single family residential district. The development and continued use of this land for residential dwellings is encouraged and the encroachment of commercial and industrial use or any other use which would substantially interfere with the development of or continuation of this district as residential is prohibited. Any use which would generate traffic or create congestion on neighborhood streets other than normal traffic which serves the residences on the street is discouraged. Encouraged are those uses, which, because of character or size would not create additional requirements and costs for public services, which are in excess of such requirements and costs if the district were developed solely for residential dwellings.

**Sec. 62-199. R-2 two-family dwelling (duplex) district.**

- (a) *General description.* This is a residential district to provide for a slightly higher population density, but with basic restrictions similar to the R-1A and R-1B districts. The principal use of land is for single-family and two family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through the consideration of the proper functional relationship and arrangement of each element.
- (d) *Area regulations.* The following requirements shall apply to all uses permitted. All lots shall comply with the specific lot definition and yard definition found in section 62-107.
- (1) *Minimum lot area and use intensity:* The following requirements shall apply:
- a. For each single-family dwelling and accessory building, there shall be a lot area of no less than 6,000 square feet.
  - b. For each two-family dwelling (duplex) and accessory building, there shall be a lot area of no less than 8,000 square feet.
  - c. A garage apartment located on the same lot with a single-family dwelling shall have the same area requirements as a two-family dwelling. In all other cases, a

- garage apartment shall be provided with the same lot area required by a single-family dwelling.
- d. Where a lot has less area than herein required, and all boundary lines of that lot touch lands under other ownership on the effective date of this article, that lot may be used for any use permitted in the R-1A and R-1B single-family districts, except churches.
  - e. For churches and main and accessory buildings (other than dwellings and buildings accessory to dwellings), the lot areas shall be adequate to provide the yard areas required in the R-1B district under churches and the off-street parking areas required in section 62-332.
- (2) *Minimum lot frontage:* The following requirements shall apply:
- a. For single-family dwellings, or single-family dwellings and garage apartments, there shall be a minimum lot width of no less than 60 feet at the front building line. The lot shall abut on a street for a distance no less than 35 feet.
  - b. For two-family dwellings (duplexes), the minimum lot width shall be no less than 60 feet at the front building line. The lot shall abut on a street for a distance of no less than 45 feet.
  - c. All other uses shall have a minimum lot width of no less than 200 feet.

**Staff Analysis:**

1. The property east of Lot 6, Block 165 is zoned R-2 Two-Family Dwelling (Duplex) District. All other surrounding property is zoned R-1B Single-Family Residential District. The property to the east has been developed by the applicant with the construction of new duplexes, and the applicant wishes to construct another duplex on the subject property. The lot has sufficient minimum lot area and lot frontage for the construction of a duplex structure.
2. The R-2 two-family dwelling (duplex) district zoning is not markedly or substantially different in intensity or use from the existing R-1B single-family residential district zoning in the surrounding area.

The R-2 Zoning District is a residential district to provide for a slightly higher population density, but with basic restrictions similar to the R-1A and R-1B districts. The principal use of land is for single-family and two family dwellings and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.

3. Approval of the applicant's request to rezone the property to the R-2 two-family dwelling (duplex) zoning district would not be detrimental to the surrounding area. The infill development of this property with a single-family or a two-family (duplex) residential dwelling would be a public benefit in lieu of the property remaining a vacant lot in the future.
4. The city's comprehensive plan is quite dated and probably out of sync to some degree with today's development concepts for the community. To encourage the growth of the

community's population base, the city needs additional rooftops. Appropriate infill development on vacant lots in existing subdivisions is in harmony with today's development concepts and good for the community

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**Staff Recommendation:**

The property at 902 N 6<sup>th</sup> Street (Lot 6, Block 165, South McAlester) meets the technical requirements to be rezoned from R-1B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District.

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**Appeal Language if Rezoning Request Not Approved by Planning Commission**

Sec. 62-129 (g) If the planning commission fails to set up a petition for amendment for public hearing within 30 days after its proper filing with the planning commission at a regular scheduled meeting; or if after public hearing, the planning commission fails to recommend that this article be amended in accordance with such petition for amendment, such failure shall be deemed the final determination and decision of the planning commission. The final determination of the planning commission may be appealed to the city council provided a written request for a hearing before the city council is served on the chairman of the planning commission within 15 days after the final determination of the planning commission.

FOR OFFICE USE ONLY		Community & Economic Development Department
<p>- CITY OF McALESTER, OKLAHOMA -</p> <p>APPLICATION FOR ZONING, REDISTRICTING AND PERMISSIVE USE</p>		<p><b>JAN 21 2016</b></p> <p>Received</p>
DATE <u>01/21/16</u>	APPLICATION NUMBER <u>R-467</u>	
A filing fee of <u>\$105.00</u> has been paid.		

PROCEDURE

1. I, (we), the undersigned, being owners of the following described property, do hereby respectfully make application to the McAlester Planning Commission and the City Council to rezone the property as described below:

LEGAL DESCRIPTION: LOT 6 BLOCK 165 S. MSA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCATION OR ADDRESS OF PROPERTY: 6th & Van Buren N.E. Corner  
902 N. 6th St.

THE PROPERTY REQUESTED TO BE REZONED IS OWNED BY:

<u>NAME</u>	<u>ADDRESS</u>
A. <u>Ranall S. Saurick</u>	<u>1706 Red Bm MSA</u>
B. _____	_____
C. _____	_____
D. _____	_____

2. IT IS REQUESTED THAT THE DESCRIBED PROPERTY BE REZONED:

FROM: R-1B TO: R-2

FRONTAGE IN FEET:	DEPTH IN FEET:	TOTAL SQUARE FEET:
<u>90.2</u> X	<u>150</u>	<u>13530</u>

(Commercial rezoning request requires a minimum of 50,000 square feet.)

3. The applicant must attach the names and addresses of the owners of record within 300 feet of the exterior boundaries of the property obtained from an abstractor or other qualified persons.

Signature of Applicant(s)

Address (include zip code)

Telephone #

[Signature] 1706 Red Bnd 74802  
718-421-0516

4. The following information is required for permit on review, otherwise this additional information is requested but not required.

PROPOSED USE TO BE: \_\_\_\_\_

ATTACH A PLOT PLAN FOR ALL BUILDINGS PROPOSED TO BE CONSTRUCTED.

	Existing Structures	Proposed Structures
a. Front Yard Set-Back	<u>25</u> ft.	_____ ft.
b. Side Yard Set-Back	_____ ft.	_____ ft.
c. Rear Yard Set-Back	_____ ft.	_____ ft.
d. Building Height	_____ ft.	_____ ft.
e. Number Off-Street Parking Spaces	_____	_____
f. Type of Parking Surface	_____	_____
g. Percent of Lot area Covered	_____	_____

5. PUBLIC UTILITIES WHICH SERVE THE PROPERTY ARE:  
(Approval of City Engineer)

a. Street Name _____	Easement Width _____
Surface Width _____	Surface Type _____
b. Storm Sewer Size _____	c. Sanitary Sewer Size _____
d. Water Main Size _____	e. Septic System _____

**PIONEER ABSTRACT COMPANY**

*Of McAlester, Inc.*  
101 E. Carl Albert Pkwy.  
McAlester, Oklahoma 74501  
918-423-0817

Community & Economic  
Development Department

JAN 22 2016

Received

**CERTIFICATE**

**Lot 6, in Block 165, City of McAlester, formerly South McAlester,  
Pittsburg County, State of Oklahoma.**

I, Jami Hatridge, of PIONEER ABSTRACT COMPANY of McAlester, Inc., Bonded and Licensed Abstractor, hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

ABSTRACTOR'S NOTE: We have checked the records pertaining to the above described real estate and have recorded our findings as requested. We have exercised due care in preparing this report; however, we assume no liability on our abstractor's bond for the correctness of information furnished or interpretation of any instrument filed of record.

Dated this 19<sup>th</sup> day of January, 2016.



JAMI HATRIDGE, Bonded Abstractor  
PIONEER ABSTRACT COMPANY  
Of McAlester, Inc.

Subscribed and sworn to before me this 19<sup>th</sup> day of January, 2016.

My commission expires:

2-28-18  
02003696

  
Notary Public

Order #7395-16 sc



**RECORD OWNER**

Keith Suttmiller  
Angela Suttmiller  
2498 North George Nigh  
McAlester, Oklahoma 74501

Roy Earhart  
535 East Harrison  
McAlester, Oklahoma 74501

Victory Park Baptist Church  
601 East Harrison  
McAlester, Oklahoma 74501

Gregory A. Mageri  
635 East Harrison  
McAlester, Oklahoma 74501

Doyle Crafts and  
Helen Crafts, Trustees  
44 Emery Lane  
McAlester, Oklahoma 74501

Patricia Rodgers  
616 East Harrison  
McAlester, Oklahoma 74501

Paul A. Silva  
2131 North 11<sup>th</sup> Street  
McAlester, Oklahoma 74501

AAK&D LLC  
215 South 2<sup>nd</sup> Street  
McAlester, Oklahoma 74501

Willie L. Moore  
Ruth C. Moore  
Linda K. Johnson  
610 East Harrison  
McAlester, Oklahoma 74501

Daniel W. Dickens  
604 East Harrison  
McAlester, Oklahoma 74501

Victory Park Baptist Church  
6<sup>th</sup> and Harrison  
McAlester, Oklahoma 74501

TSD Properties LLC  
26 Colonial Circle  
McAlester, Oklahoma 74501

Cresencia C. Folger  
600 East Harrison  
McAlester, Oklahoma 74501

Clayton P. Porter  
Robyn N. Porter  
602 East Harrison  
McAlester, Oklahoma 74501

**LEGAL DESCRIPTION OF PROPERTY**

Easterly 25 feet of Lot 9 and the Westerly 50 feet of Lot 10, in Block 147, South McAlester.

Easterly 50 feet of Lot 10, in Block 147, South McAlester.

Lots 2, 3, 4, 5, 6, and 7 and the Westerly 33 feet of Lot 8, in Block 148, South McAlester.

Easterly 67 feet of Lot 8 and the Westerly 25 feet of Lot 9, in Block 148, South McAlester.

Easterly 33 feet and 4 inches of Lot 2, in Block 165, South McAlester.

Easterly 33 feet and 4 inches of the Westerly 66 feet 8 inches of Lot 2, in Block 165, South McAlester.

Westerly 33 feet and 4 inches of Lot 2, in Block 165, South McAlester.

East-Half of Lot 3, in Block 165, South McAlester.

West-Half of Lot 3, in Block 165, South McAlester.

West-Half of Lot 4, in Block 165, South McAlester.

East-Half of Lot 4, in Block 165, South McAlester.

Southerly 50 feet of the West-Half of Lot 5, in Block 165, South McAlester.

Northerly 100 feet of the West-Half of Lot 5, in Block 165, South McAlester.

East-Half of Lot 5, in Block 165, South McAlester.

Randall S. Saunier  
602 South 2<sup>nd</sup>  
McAlester, Oklahoma 74501

Lot 6, in Block 165, South McAlester.

First Realty  
Better Homes & Gardens Inc  
602 South 2<sup>nd</sup>  
McAlester, Oklahoma 74501

Lot 7, in Block 165, South McAlester.

First Realty  
Better Homes & Gardens Inc  
602 South 2<sup>nd</sup>  
McAlester, Oklahoma 74501

Lot 8, in Block 165, South McAlester.

First Realty  
Better Homes & Gardens Inc  
602 South 2<sup>nd</sup>  
McAlester, Oklahoma 74501

Lot 9, in Block 165, South McAlester.

William J. Bailey  
Celia A. Stipe  
518 East Harrison  
McAlester, Oklahoma 74501

Lot 1, in Block 166, South McAlester.

Ann R. Smith, Trustee  
516 East Harrison  
McAlester, Oklahoma 74501

Lot 2, in Block 166, South McAlester.

Freddie E. Browne  
3471 East Hereford Lane  
McAlester, Oklahoma 74501

Lot 3, in Block 166, South McAlester.

Shelby Lynn Pingleton  
512 East Harrison  
McAlester, Oklahoma 74501

Lot 4, in Block 166, South McAlester.

Gerald J. Ladd  
8823 112<sup>th</sup> Way N  
Seminole, Florida 33772

Lot 19, in Block 166, South McAlester.

Mark David Wood  
515 East Van Buren  
McAlester, Oklahoma 74501

Lot 20, in Block 166, South McAlester.

Kyle S. Hale  
P.O. Box 556  
Krebs, Oklahoma 74554

Lot 21, in Block 166, South McAlester.

Felipe Mendoza-Jaimes  
519 East Van Buren  
McAlester, Oklahoma 74501

Lot 22, in Block 166, South McAlester.

Stuart Weldon Smith  
Kathleen Louise Smith  
330 Merrill Road  
San Juan Bautista, California 95045

Lot 11, in Block 166, South McAlester.

Randy Baldonado  
P.O. Box 5702  
Fort Lee, Virginia 23801

Lot 12, in Block 166, South McAlester.

Eulus Johnson  
825 North 6<sup>th</sup>  
McAlester, Oklahoma 74501

Northerly 50 feet of Lot 1 and the Northerly 50  
feet of the Easterly 25 feet of Lot 2, in Block 193,  
South McAlester.

Mike Duff  
Shelia Duff  
P.O. Box 314  
McAlester, Oklahoma 74502

Southerly 50 feet of Lot 1 and the Southerly 50 feet of the Easterly 25 feet of Lot 2, in Block 193, South McAlester.

Mary F. Adams, Personal  
Representative of the Estate of  
Francis D. Rich, deceased  
214 S. 104<sup>th</sup> E. Ave.  
Tulsa, Oklahoma 74128  
*And*  
Bill Layden  
Attorney for the Estate  
in McAlester, Oklahoma.

Southerly 50 feet of the Northerly 100 feet of Lot 1 and the Southerly 50 feet of the Northerly 100 feet of the Easterly 25 feet of Lot 2, in Block 193, South McAlester.

Phyllis A. Wilson  
c/o Kathy Mathis  
19122 CR 1540  
Ada, Oklahoma 74820

Westerly 75 feet of Lot 2, in Block 193, South McAlester.

First Realty  
Better Homes & Gardens Inc  
P.O. Box 400  
McAlester, Oklahoma 74501

East-Half of Lot 3, in Block 193, South McAlester.

Barry L. Curtis  
2510 Irvin Ridge Circle  
Garland, Texas 75044

Easterly 25 feet of Lot 9 and All of Lot 10, in Block 193, South McAlester.

Franklin Lovett  
Margaret Lovett  
P.O. Box 1432  
Krebs, Oklahoma 74554

Lot 2, in Block 194, South McAlester.

Ricky D. Zachary  
415 North F  
McAlester, Oklahoma 74501

Lot 3 and the East-Half of Lot 4, in Block 194, South McAlester.

Anna L. Walker  
816 North 6<sup>th</sup>  
McAlester, Oklahoma 74501

Southerly 75 feet of the West-Half of Lot 4 and the Southerly 75 feet of Lot 5, in Block 194, South McAlester.

Sue Daniels  
Edgar L. Daniels  
820 North 6<sup>th</sup>  
McAlester, Oklahoma 74501

Northerly 75 feet of the West-half of Lot 4 and the Northerly 75 feet of Lot 5, in Block 194, South McAlester.

Jonathan Tubbs  
601 East Jackson  
McAlester, Oklahoma 74501

Lot 6, in Block 194, South McAlester.

Amanda Knapp  
603 East Jackson  
McAlester, Oklahoma 74501

Lot 7, in Block 194, South McAlester.

Deeanna Lashon Mohebi  
Catrina Lee  
627 East Jackson  
McAlester, Oklahoma 74501

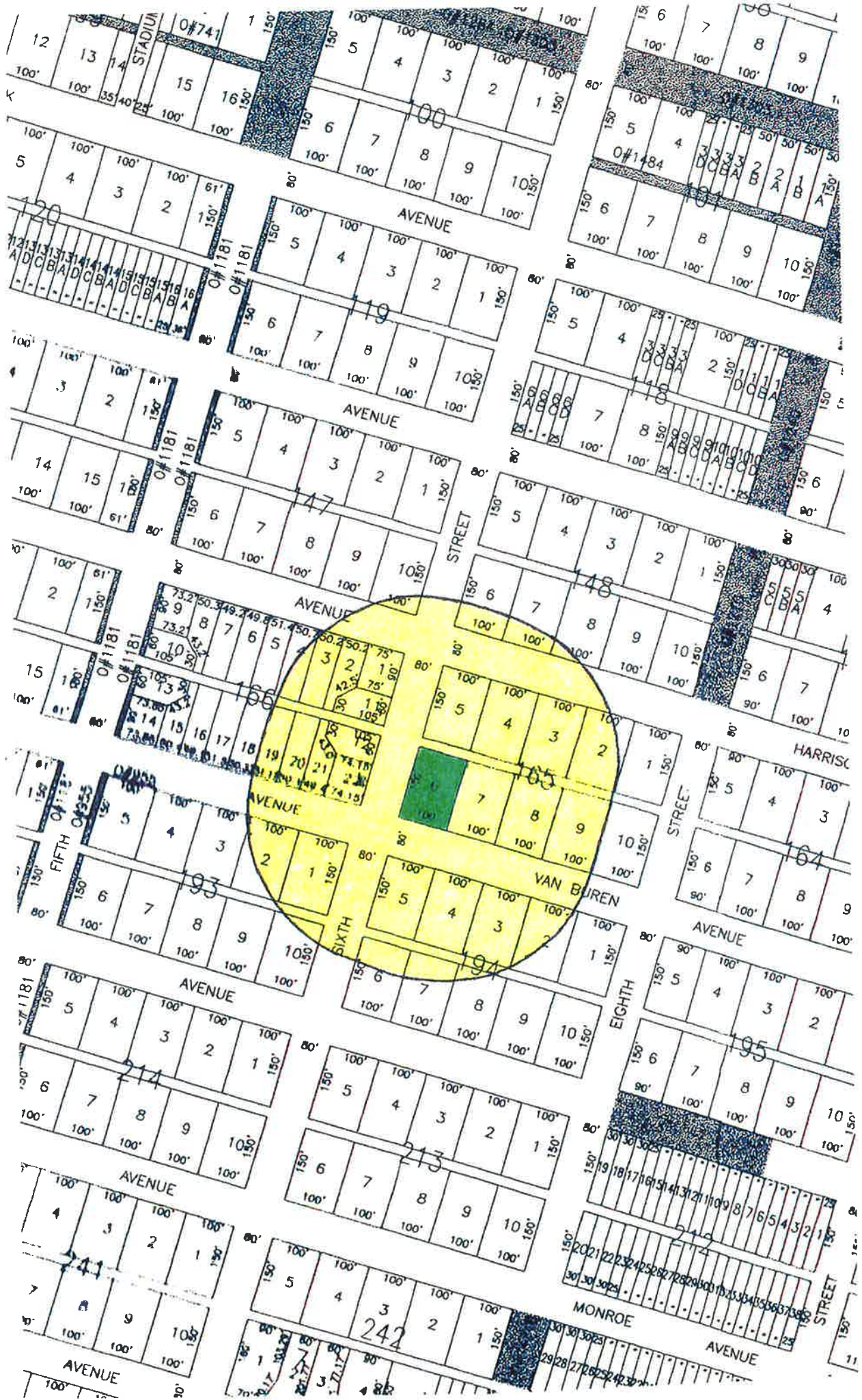
Lot 8 and the Westerly 75 feet of Lot 9, in Block 194, South McAlester.

City of McAlester  
McAlester, Oklahoma

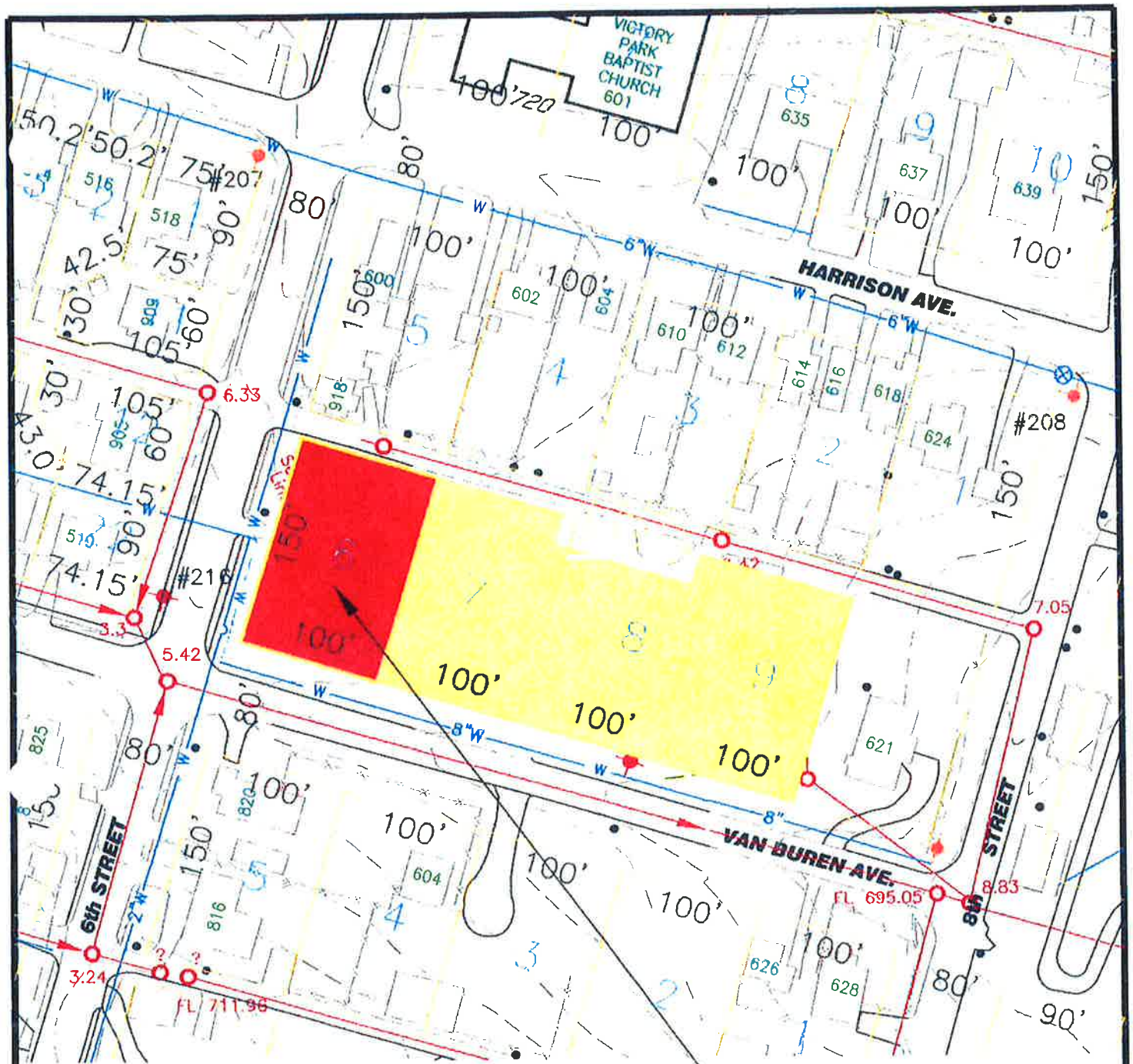
Easements, Alleys, Public Ways.

Pittsburg County Board of  
County Commissioners

Easements, Alleys, Public Ways.







<b>A-1</b>		<b>C-3</b>	
<b>R-1a</b>		<b>C-4</b>	
<b>R-1B</b>		<b>C-5</b>	
<b>R-2</b>		<b>H-1</b>	
<b>R-3</b>		<b>I-1</b>	
<b>C-1</b>		<b>I-2</b>	
<b>C-2</b>			

**AREA OF REQUEST**



SCALE: 1"=100'



Prepared By:  
**City of McAlester  
Engineering Department**





## **SITE LOCATION**



SCALE: 1"=100'



Prepared By:  
**City of McAlester  
Engineering Department**



## City of McAlester

Community & Economic Development

1<sup>st</sup> & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

January 26, 2016

RE: P.C. Case #407

Dear Property Owner:

An application requesting the rezoning of the following described property from R1-B Single-Family Residential District to R-2 Two-Family Dwelling (Duplex) District has been filed with the Community and Economic Development Department of the City of McAlester:

**LOCATION:** 902 N 6<sup>th</sup> Street, McAlester, Oklahoma

**LEGAL:** Lot 6, in Block 165, City of McAlester, formerly South McAlester, Pittsburg County, State of Oklahoma.

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, February 16, 2016 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, February 9, 2016.

Please be advised that if the Tuesday, February 16, 2016 Planning Commission is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc. the above Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, March 15, 2016 McAlester Planning Commission Meeting at 6:30 p.m.

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Public Hearing.

Sincerely,

Jayme Clifton  
Planning Technician

**Attachment(s):** Area of Request and Site Location Maps

cc: Steve Harrison, Mayor  
Weldon Smith, First Ward Councilman  
Mark Emmons, Planning Commission Chairman

Leroy Alsup- Director  
(918) 423-9300 ext 4951

James Schultz - Codes Enforcement  
(918) 423-9300 ext 4986

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext 4982

George Estrada- Building Inspector  
(918) 423-9300 ext 4985

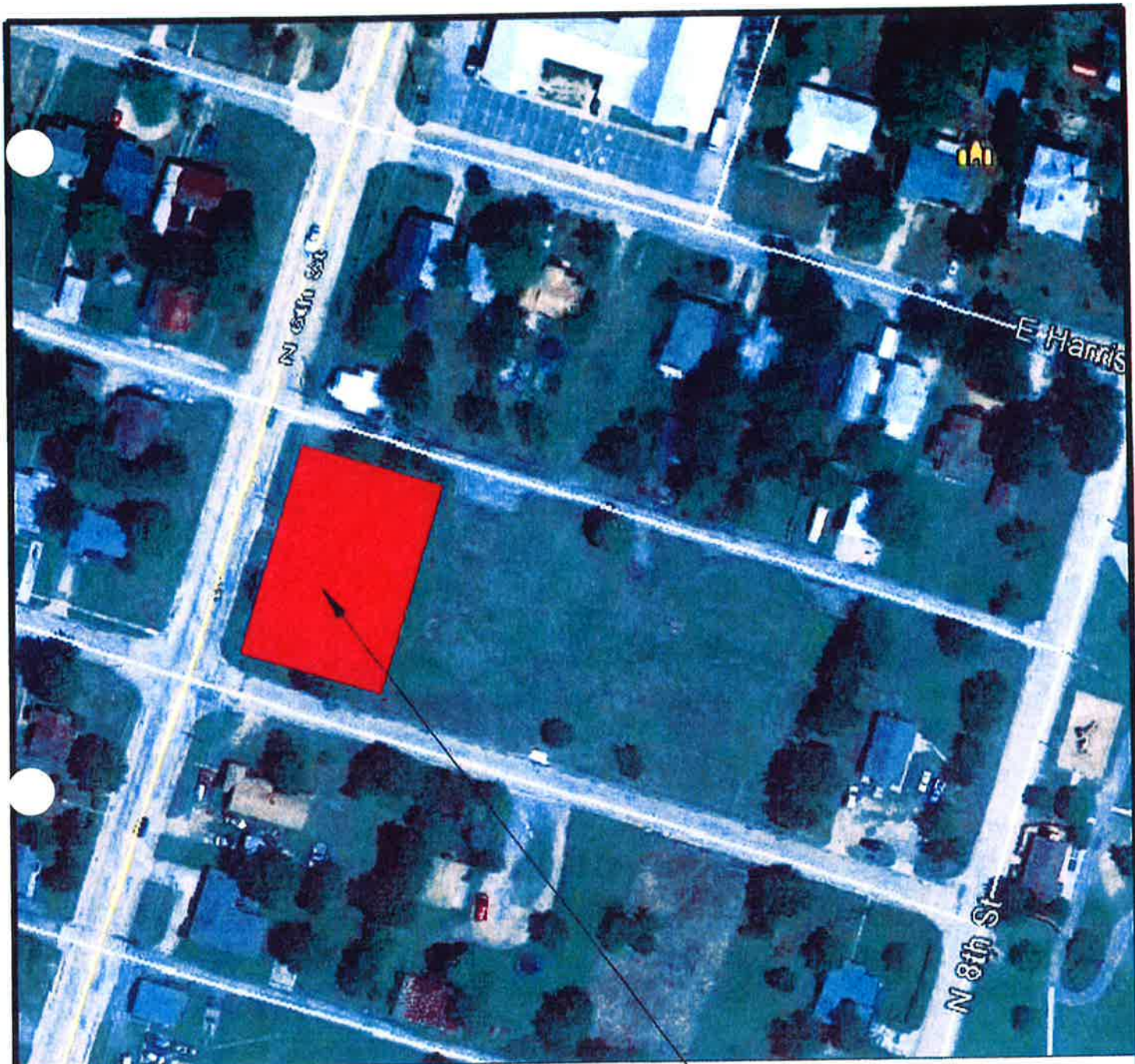
Jayme Clifton - Executive Asst /Planning Tech  
(918) 423-9300 ext. 4984

Jim Roberts - Plumbing/Electrical Inspector  
(918) 423-9300 ext 4987



SCALE: 1"=100'





## **SITE LOCATION**



SCALE: 1"=100'



Prepared By:  
**City of McAlester  
Engineering Department**

# PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

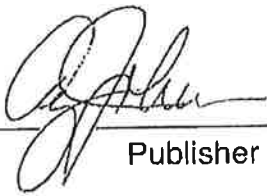
That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....2016  
2nd Insertion.....2016  
3rd Insertion.....2016  
4th Insertion.....2016  
5th Insertion.....2016

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications

cond-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 35.60

  
Publisher

SUBSCRIBED and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

  
Notary Public

#00002414

My Commission expires: 03/23/16



(Published in the  
McAlester News-  
Capital on January  
31st, 2016.)

## CITY OF McALESTER NOTICE OF HEARING ON REZONING

NOTICE IS  
HEREBY GIVEN to  
all property owners of  
the City of McAlester,  
that a Public Hearing  
will be held before  
the McAlester Plan-  
ning Commission on  
Tuesday, February  
16, 2016 at 6:30 p.m.  
concerning a rezon-  
ing application filed  
for the following de-  
scribed property:

LOCATION: 902 N  
6th Street, McAlester,  
Oklahoma

LEGAL: Lot 6, in  
Block 165, City of  
McAlester, formerly  
South McAlester,  
Pittsburg County,  
State of Oklahoma.

PROPOSED  
CHANGE: From: R1-  
B Single-Family Res-  
idential District  
To: R-2 Two-Family  
Dwelling (Duplex)  
District

Any person wishing  
to appear in support  
or opposition to the  
proposed rezoning  
may do so in the  
Council Chambers,  
Municipal Building,  
located at 28 E.  
Washington Avenue,  
McAlester, Ok-  
lahoma, at the above  
date and time.

FURTHER NOTICE  
IS HEREBY GIVEN  
to all property own-  
ers and residents of  
the City of McAlester,  
that if the Tuesday,  
February 16, 2016  
Planning Commis-  
sion is canceled due  
to any reason such  
as but not limited to  
adverse weather con-  
ditions, lack of a  
quorum, etc. the  
above Public Hear-  
ing will automatically  
be rescheduled and  
placed on the agenda  
for the Tuesday,  
March 15, 2016  
McAlester Planning  
Commission at 6:30  
p.m.

s/Cora Middleton,  
City Clerk Date







# McAlester City Council

## AGENDA REPORT

Meeting Date: March 8, 2016 Item Number: 4  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: March 1, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider and act upon, authorizing the Mayor to sign the final Change Order No. 7 to the contract with Carstensen Contracting, Inc. for the construction of CIP#4 South Sixth Street Improvements.

### Recommendation

Motion to approve Change Order No. 7 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 7 which includes the final cleanup of Quantity ADD/Deducts. The amount of this change order, (\$12,866.36), reduces the contract value to \$1,080,707.77.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

PJS by SH

Date

CITY OF McALESTER, OKLAHOMA

CHANGE ORDER NO. 7

OWNER: City of McAlester

DATE OF AGREEMENT: July 15, 2015

CONTRACTOR: Carstensen Contracting, Inc.

DATE OF CHANGE ORDER: February 23, 2016

PROJECT: CIP#4 Amendment: South Sixth Street

The following changes are made to the CONTRACT: Final Clean up of Quantity ADD/Deducts

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JUSTIFICATION:

Original CONTRACT Price:	\$ 1,083,261.40
Present CONTRACT Price:	\$ 1,093,574.13
The CONTRACT price due to this Change Order No. <u>7</u> will be (Decreased)(Increased) by:	\$ <u>-12,866.36</u>
The new CONTRACT price including this Change Order will be:	\$ 1,080,707.77

---

THE DATE FOR COMPLETION OF ALL WORK WILL BE; Project Complete

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CONTRACTOR:  
Carstensen Contracting, Inc.

OWNER:  
City of McAlester

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

\_\_\_\_\_  
Steve Harrison, Mayor

ENGINEER:

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



### CARSTENSEN CONTRACTING EXTRA COST DETAIL Clean up of quantities - CIP 4A McAlester

Note: This change order is to Add/Deduct quantities on this project. This Change Order Results in a Deduct as we did change orders for Most of the overages on this project already. This will be the final change order and go along with the final pay application.

#### Cost for all extras combined together

Item	Description	Quantity	Units	Price	Total
9	Vegatative Mulching	-0.51	AC	\$2,250.00	-\$1,147.50
10	Mowing	-0.51	AC	\$1,000.00	-\$510.00
11	Aggregate Base Type A	-23.00	CY	\$68.00	-\$1,564.00
12A	Stabilized Subgrade	-139.00	SY	\$3.50	-\$486.50
13A	Subgrade Method B	-139.00	SY	\$5.50	-\$764.50
14	Seperator Fabric	-159.00	SY	\$1.55	-\$246.45
15	Prime Coat	-870.00	Gal	\$8.40	-\$7,308.00
16	Dowel Jointed P.C.C.P. Placement	-121.22	SY	\$34.00	-\$4,121.48
17	P.C. Concrete for Placement	-29.50	CY	\$118.00	-\$3,481.00
21	Concrete Curb 6" Barrier	-11.00	LF	\$39.00	-\$429.00
22	4" Concrete Sidewalk	21.67	SY	\$77.00	\$1,668.59
23	8" Concrete Driveway	87.50	SY	\$81.00	\$7,087.50
24	6" Concrete Driveway	12.77	SY	\$74.00	\$944.98
25	Tactile Warning Device	-20.00	SF	\$72.50	-\$1,450.00
101	Video Inspection of Conduit Pre Construction	-353.00	LF	\$3.00	-\$1,059.00
	Total				-\$12,866.36

*John Dele*

Carstensen Contracting

2/23/2016

Date

Engineer

Date



# McAlester City Council

## AGENDA REPORT

Meeting Date:	March 8, 2016	Item Number:	5
Department:	Streets	Account Code:	
Prepared By:	Peter Stasiak	Budgeted Amount:	\$46,837.00
Date Prepared:	March 1, 2016	Exhibits:	

### Subject

Consider and act upon, authorization to purchase from Freedom Ford of McAlester one new and unused 2015 F-350 1 Ton Truck with dump bed for the Streets Department on State of Oklahoma Vehicle Contract SW035 pursuant to Section 2-275 of the McAlester City Code.


### Recommendation

Motion to approve authorization to purchase one new and unused F-350 1 Ton Truck with dump bed from Freedom Ford of McAlester and authorize payment in the amount of \$46,836.80.

### Discussion

The City of McAlester Streets Department currently has to use a full size dump truck for hauling asphalt for miscellaneous street and pot hole repairs. Shoveling asphalt from the full size dump truck puts an undo strain on the employee because of the height of the dump bed creating a constant safety issue. The dump bed on this vehicle is much lower to ground level and the sides fold down for much easier and safer access to the product that is being hauled and unloaded. Additionally, the Streets crews that are cleaning out gutter lines are currently using a pickup for the debris, therefore, they are having to load and unload all debris by hand. This smaller dump bed will be very helpful since they would only have to load the gutter line debris and the dump would unload. Staff feels that the acquisition of this vehicle would facilitate a much safer working environment and increase production time tremendously.

### Approved By

	Initial	Date
Department Head	PJS	March 1, 2016
City Manager	P. Stasiak 	





Freedom Ford  
720 S. George Nigh Expressway, McAlester, Oklahoma,  
74501  
Office: 918-423-2800 Fax: 580-225-0471

## Customer Proposal

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**Prepared for:**

SHEILA NORMAN  
CITY OF MCALESTER  
28 EAST WASHINGTON  
MCALESTER, OK 74501  
Office: 918-423-9300

**Prepared by:**

Jeff Caldwell  
Office: 918-423-2800  
Email: jeff.caldwell117@yahoo.com

**Date:** 03/01/2016

**Vehicle:** 2015 F-350 Chassis XL  
4x4 SD Regular Cab 165" WB DRW

**VIN #:** 1FDRF3HT5FEC79233

**STOCK #:** FEC79233





**Freedom Ford**  
720 S. George Nigh Expressway, McAlester,  
Oklahoma, 74501  
Office: 918-423-2800

**2015 F-350 Chassis, SD Regular Cab**  
4x4 SD Regular Cab 165" WB DRW XL(F3H)  
VIN: 1FDRF3HT5FEC79233 STOCK: FEC79233

## Table of Contents

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Freedom Ford  
720 S. George Nigh Expressway, McAlester,  
Oklahoma, 74501  
Office: 918-423-2800

**2015 F-350 Chassis, SD Regular Cab**  
**4x4 SD Regular Cab 165" WB DRW XL(F3H)**  
VIN: 1FDRF3HT5FEC79233 STOCK: FEC79233

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
F3H	Base Vehicle Price (F3H)	\$35,265.00
<b>Packages</b>		
640A	Order Code 640A	N/C
<b>Powertrain</b>		
99T	Engine: 6.7L 4V Pwr Stroke V8 Turbo Diesel (B20) <i>Includes Diesel Emission Fluid (DEF) system and Intelligent Oil Life Monitor.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - Extra Heavy-Duty 200-Amp Alternator	\$8,480.00
44W	Transmission: TorqShift 6-Speed Automatic (6.7L) <i>Includes SelectShift, range select and tow/haul feature.</i>	N/C
X4N	Limited Slip w/4.10 Axle Ratio	\$360.00
STDGV	GVWR: 14,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TBM	Tires: LT245/75Rx17E BSW AT	\$125.00
64K	Wheels: 17" Argent Painted Steel <i>Hub covers and center ornaments not included.</i>	Included
512	Spare Tire, Wheel & Jack  REQUIRED in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 4-Ton Hydraulic Jack	\$350.00
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and storage.</i>	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
165WB	165" Wheelbase	STD
96V	XL Value Package	\$595.00
17F	XL Decor Group	Included
90L	Power Equipment Group	\$895.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: SHEILA NORMAN. CITY OF MCALESTER



Freedom Ford  
720 S. George Nigh Expressway, McAlester,  
Oklahoma, 74501  
Office: 918-423-2800

**2015 F-350 Chassis, SD Regular Cab**  
4x4 SD Regular Cab 165" WB DRW XL(F3H)  
VIN: 1FDRF3HT5FEC79233 STOCK: FEC79233

## Selected Options (cont'd)

Code	Description	MSRP
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Power Locks - Remote Keyless Entry - Perimeter Anti-Theft Alarm - Power Front Side Windows <i>Includes 1-touch up and down power driver and passenger window</i> - MyKey <i>Includes owner controls feature.</i> - Manual <b>Telescoping 2-Way Fold Trailer Tow Mirrors</b> <i>Includes <b>power heated</b> glass, <b>heated</b> convex spotter mirror and integrated clearance lights/turn signals.</i> - SecuriLock Passive Anti-Theft System (PATS)	
67H	<b>Heavy Service Front Suspension Package</b>  <i>Includes pre-selected heavy service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.</i>	\$125.00
213	<b>4x4 Electronic-Shift-On-The-Fly (ESOF)</b>  <i>Includes manual locking hubs and auto rotary control on instrument panel.</i>	\$185.00
41H_	<b>Engine Block Heater</b>  <i>Standard in Alaska, Colorado, Iowa, Idaho, Maine, Michigan, Minnesota, Montana, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming.</i>	\$75.00
61J	<b>4-Ton Hydraulic Jack</b>  <b>REQUIRED in Rhode Island.</b>	Included
67D	<b>Extra Heavy-Duty 200-Amp Alternator</b>	Included
52B	<b>Trailer Brake Controller</b>  <i>Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
585	<b>Radio: AM/FM Stereo/Single CD/MP3</b>  <i>Includes digital clock, 4 speakers and auxiliary audio input jack.</i>	Included
525_	<b>Cruise Control</b>  <i>Steering wheel-mounted.</i>	Included

### Emissions

425	50 State Emissions	N/C
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### Interior Colors

AS_02	Steel	N/C
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### Primary Colors

Z1_01	Oxford White	N/C
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### Upfit Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Freedom Ford  
720 S. George Nigh Expressway, McAlester,  
Oklahoma, 74501  
Office: 918-423-2800

**2015 F-350 Chassis, SD Regular Cab**  
4x4 SD Regular Cab 165" WB DRW XL(F3H)  
VIN: 1FDRF3HT5FEC79233 STOCK: FEC79233

## Selected Options (cont'd)

Code	Description	MSRP
116DP	11'6" DUMP BODY WITH ELEC/HYD LIFT <i>Monroe MTE-Zee 2.7-4.2 yd Dump body with fold down sides</i>	\$10,595.00
SUBTOTAL		\$57,320.00
Destination Charge		\$1,195.00
TOTAL		\$58,515.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: SHEILA NORMAN. CITY OF MCALESTER



Freedom Ford  
720 S. George Nigh Expressway, Mcalester,  
Oklahoma, 74501  
Office: 918-423-2800

**2015 F-350 Chassis, SD Regular Cab**  
4x4 SD Regular Cab 165" WB DRW XL(F3H)  
VIN: 1FDRF3HT5FEC79233 STOCK: FEC79233

## Pricing - Single Vehicle

### MSRP

#### Vehicle Pricing

Vehicle Price	\$35,265.00
Options & Colors	\$11,460.00
Upfitting	\$10,595.00
Destination Charge	\$1,195.00
<b>Subtotal</b>	<b>\$58,515.00</b>

#### Pre-Tax Adjustments

Description	
CONCESSION	-\$6,000.00
<b>Subtotal</b>	<b>\$52,515.00</b>

#### Discount Adjustments

Discount	-\$5,678.20
<b>Total</b>	<b>\$46,836.80</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: SHEILA NORMAN, CITY OF MCALESTER  
Bv: Jeff Caldwell Date: 03/01/2016 | Price Level: 525 Quote ID: COM350



# McAlester City Council

## AGENDA REPORT

Meeting Date:	March 8, 2016	Item Number:	6
Department:		Account Code:	
Prepared By:	Jennifer Santino	Budgeted Amount:	
Date Prepared:	March 3, 2016	Exhibits:	6

### Subject

Consider and act upon, accepting the bid amount of \$130,500.00 from L&L Construction, Inc. for the replacement of media and underdrain of Filter #5 at the MPWA Water Treatment Plant, and authorizing the Mayor to sign the Notice of Award and the Agreement to complete the project to L&L Construction, Inc.

### Recommendation

The recommendation is to enter into an agreement with L&L Construction, Inc. for the Total Bid equal to \$130,500.00, for the replacement of media and underdrain.

### Discussion

This project will include the replacement of filter media and underdrain for Filter #5 at the McAlester Public Works Authority Water Treatment Plant. The project was advertised on February 7, 2016 and February 14, 2016. Bids were received by three (3) contractors and opened on March 2, 2016. After reviewing all the bids, Tetra Tech's recommendation is to award the contract to L&L Contracting, Inc.

### Approved By

		Initial	Date
Department Head			
City Manager	P. Stasiak		



**TETRA TECH**

March 3, 2016

Mr. Peter J. Stasiak, City Manager  
City of McAlester  
McAlester Public Works Authority  
23 East Washington  
McAlester, Oklahoma 74502

**RE: AWARD RECOMMENDATION  
FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT  
McALESTER, OKLAHOMA**

Dear Mr. Stasiak:


Attached is a copy of the Tabulation of Bids for the above-referenced project. We have reviewed the three bids received and recommend that the project be awarded to the apparent low bidder, L&L Construction, Inc., of Jenks, Oklahoma, in the amount of \$130,500.00.

We have enclosed five copies of the Notice of Award for execution if you concur with our recommendation. Please sign all copies and return to our office. We will then prepare and forward the contract documents to the contractor.

If you have any questions, please contact the undersigned.

Sincerely,

Tetra Tech

  
Srinivasan Sundaramoorthy, P.E.  
Project Engineer

SS/emp  
Enclosures

cc: Leonard Gardner, L&L Construction

file: P:\91923\200-91923-15002\Construction\BidSupport\Award Recommendation.doc

Seal

Date





NOTICE OF AWARD

TO: L&L CONSTRUCTION, INC.  
PO BOX 36  
JENKS, OK 74037

PROJECT DESCRIPTION: FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER  
TREATMENT PLANT

The OWNER has considered the BID submitted by you for the above described Work in response to its ADVERTISEMENT FOR BIDS dated February 7, 2016, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 130,500.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT, and furnish the required Contractor's PERFORMANCE BOND, MAINTENANCE BOND, STATUTORY BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

McAlester Public Works Authority  
OWNER  
BY: \_\_\_\_\_  
Steve Harrison  
TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By L&L CONSTRUCTION, INC.

this the \_\_\_\_\_ day of March, 20 16.

BY: \_\_\_\_\_ TITLE: President  
Leonard Gardner

TETRA TECH  
7645 E. 63rd Street, #301  
Tulsa, OK 74133

**TABULATION OF BIDS**  
**PROJECT NAME:** FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT  
**OWNER:** CITY OF McALESTER / McALESTER PUBLIC WORKS AUTHORITY

**Job. No.** 200-91923-15002  
**Date:** 03/02/2016  
**Time:** 2:00 p.m.

				ENGINEER'S ESTIMATE TETRA TECH 7645 E. 63rd STREET, #301 TULSA, OK 74133		L&L CONSTRUCTION, INC. PO BOX 36 JENKS, OK 74037 918-299-2600		J.S. HAREN 1175 HIGHWAY 11 NORTH ATHENS, TN 37303 423-745-5000		CROSSLAND HEAVY CONTRACTORS 501 SOUTH EAST AVENUE COLUMBUS, KS 667225 620-429-1410	
NO.	DESCRIPTION	QUANTITY	UNIT	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST
A. BASE BID											
1	REMOVAL OF EXISTING UNDERDRAIN & INSTALL NEW UNDERDRAIN & MEDIA	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 43,000.00	\$ 43,000.00	\$ 61,000.00	\$ 61,000.00	\$ 60,000.00	\$ 60,000.00
2	FURNISH SAND MEDIA	1	L.S.	\$ 13,000.00	\$ 13,000.00	\$ 19,000.00	\$ 19,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
3	FURNISH ANTHRACITE MEDIA	1	L.S.	\$ 21,000.00	\$ 21,000.00	\$ 22,500.00	\$ 22,500.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00
4	LOWEST PRICE PROPOSAL FOR THE UNDERDRAIN BLOCKS FROM PRICE LISTED UNDER OWNER SELECTION	1	L.S.	\$ 68,000.00	\$ 68,000.00	\$ 38,000.00	\$ 38,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
5	FURNISH & INSTALL COMBINATION AIR/AIR-VACUUM AT EXISTING BACKWASH SUPPLY LINE	2	EA.	\$ 9,000.00	\$ 18,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,200.00	\$ 6,400.00
	TOTAL BASE BID				\$ 180,000.00		\$ 130,500.00		\$ 154,000.00		\$ 156,400.00
B. OWNER SELECT UNDERDRAIN MATERIAL ALTERNATES											
OS-1	UNDERDRAIN BY F.B. LEOPOLD/XYLEM	1	L.S.			\$ 46,000.00	\$ 46,000.00	\$ 62,000.00	\$ 62,000.00	\$ 44,000.00	\$ 44,000.00
OS-2	UNDERDRAIN BY US FILTER MULTIBLOCK	1	L.S.			\$ 85,000.00	\$ 85,000.00	\$ 64,000.00	\$ 64,000.00	\$ 66,000.00	\$ 66,000.00
OS-3	UNDERDRAIN BY ROBERTS FILTERS	1	L.S.			\$ 38,000.00	\$ 38,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00

I, the undersigned, do hereby state that all Bids on this Tabulation of Bids were received in sealed envelopes and opened in the presence of Tom Krueger, Tetra Tech. I further state the Bid opening was conducted in accordance with normally accepted procedures and provisions of the Contract.

By: John M. Brundley, Jr.

Date: 3/3/16

BID

Proposal of Crossland Heavy Contractors, Inc. (hereinafter  
called "BIDDER"), organized and existing under the laws of the State of  
Kansas doing business as a Corporation \*. To  
the McAlester Public Works Authority/City of McAlester (hereinafter called  
"OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform  
all WORK for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT,  
WATER TREATMENT PLANT in strict accordance with the CONTRACT DOCUMENTS, within  
the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID  
each party thereto certifies as to his own organization, that this BID has been  
arrived at independently, without consultation, communication, or agreement as to  
any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to  
be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within  
120 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$ 350.00  
for each consecutive calendar day thereafter as provided in Section 15 of the  
General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM #1 FEB. 29, 2016.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the  
following unit prices or lump sum (BIDS shall include sales tax and all other  
applicable taxes and fees):

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

**FILTER NO 5 MEDIA AND UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT, CITY OF McALESTER, OK  
BID SCHEDULE**

Quantities shown are approximate and may vary due to actual quantities installed and measured in the field. Unit bid cost to be complete-in-place for each item specified including all labor, materials, equipment, tools and incidentals necessary.

ITEM NO.	QUAN.	UNIT	BID DESCRIPTION	EXTENSION
<b>A BASE BID</b>				
1	1	LS	REMOVAL OF EXISTING UNDERDRAIN AND INSTALL NEW UNDERDRAIN AND MEDIA, for Lump Sum	
			SIXTY THOUSAND.	Dollars \$( 60,000 ) \$ 60,000
			Words	Figures
2	1	LS	FURNISH SAND MEDIA, for Lump Sum	
			TWENTY TWO THOUSAND.	Dollars \$( 22,000 ) \$ 22,000
			Words	Figures
3	1	LS	FURNISH ANTHRACITE MEDIA, for Lump Sum	
			TWENTY SIX THOUSAND.	Dollars \$( 26,000 ) \$ 26,000
			Words	Figures
4	1	LS	LOWEST PRICE PROPOSAL FOR THE UNDERDRAIN BLOCKS FROM PRICE LISTED UNDER OWNER SELECTION, For Lump Sum	
			FOURTY TWO THOUSAND	Dollars \$( 42,000 ) \$ 42,000
			Words	Figures
5	2	EA	FURNISH AND INSTALL COMBINATION AIR/AIR- VACUUM VALVE AT EXISTING BACKWASH SUPPLY LINE, For Each	
			THREE THOUSAND TWO HUNDRED.	Dollars \$( 3,200 ) \$ 6,400
			Words	Figures
<b>TOTAL BASE BID</b>				<b>\$ 156,400</b>

LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID. SEE IMPORTANT NOTES BELOW REGARDING CONTRACT AWARD.

ITEM NO.	QUAN.	UNIT	BID DESCRIPTION	EXTENSION
<b>B OWNER SELECT UNDERDRAIN MATERIAL ALTERNATES</b>				
OS-1	1	LS	UNDERDRAIN by F.B. LEOPOLD/XYLEM, Lump sum	
			FOURTY FOUR THOUSAND.	Dollars \$( 44,000 ) \$ 44,000
			Words	Figures
OS-2	1	LS	UNDERDRAIN by US FILTER MULTIBLOCK, Lump Sum	
			SIXTY SIX THOUSAND	Dollars \$( 66,000 ) \$ 66,000
			Words	Figures
OS-3	1	LS	UNDERDRAIN by ROBERTS FILTERS, Lump Sum	
			FOURTY TWO THOUSAND.	Dollars \$( 42,000 ) \$ 42,000
			Words	Figures

**IMPORTANT NOTES:**

- 1 LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID
- 2 AFTER DETERMINING THE LOWEST BIDDER, THE OWNER RESERVES THE RIGHT TO AWARD THE PROJECT USING ANY OF THE OWNER SELECT MATERIAL ALTERNATIVES (ITEMS OS-1, OS-2 or OS-3). CONTRACTOR SHALL NOT TIE THESE ITEMS TO OTHER BID ITEMS, DOING SO WILL BE GROUNDS FOR DISQUALIFICATION. OWNER RESERVES THIS RIGHT TO ACCOMMODATE FUNDING CONSTRAINTS AT OWNER'S DISCRETION.
- 3 REFER TO SECTION 01 15 00 FOR MEASUREMENT AND PAYMENT AND BID ITEMS DESCRIPTION.

Respectfully submitted:

Crossland Heavy Contractors, Inc.  
Firm Name

Signature

Mark Sell, President  
Title

License Number (if applicable)

501 S. EAST AVE  
Address

Columbus, KS 616725  
City State Zip Code

620-429-1410  
Telephone No.

(SEAL - IF BID IS BY A CORPORATION)

ATTEST: Holly R

Secretary, Holly Rhodes  
TITLE: Secretary or Assistant Secretary  
(Please circle correct one)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Crossland Heavy Contractors, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto McALESTER PUBLIC WORKS AUTHORITY/CITY OF McALESTER as OWNER in the penal sum of \*\*\*Five Percent of Amount Bid\*\*\* (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 2nd day of March, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to McALESTER PUBLIC WORKS AUTHORITY / CITY OF McALESTER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER TREATMENT PLANT.

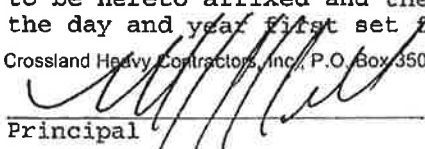
NOW THEREFORE,

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Crossland Heavy Contractors, Inc., P.O. Box 350, Columbus, KS 66725

  
Principal

(L.S.)

Fidelity and Deposit Company of Maryland  
1400 American Lane, Tower I, 18th Floor  
Schaumburg, IL 60196-1056

Surety

By:   
Candice A. Baldwin, Attorney-in-Fact

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON, Kelly E. KIMMEL and Candice A. BALDWIN, all of Overland Park, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of January, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Eric D. Barnes*

*Secretary  
Eric D. Barnes*

State of Maryland  
County of Baltimore

*Gerald F. Haley*

*Vice President  
Gerald F. Haley*

On this 8th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019





STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

a. Date Firm was organized April 1993

b. State of incorporation Kansas

c. Officers and Key Personnel for this Project:

	Name	Date of Position
(1) President	<u>Mark Sell</u>	<u>1993</u>
(2) Vice-President	<u>Dan Thompson</u>	<u>2016</u>
(3) Secretary	<u>Holly Rhodes</u>	<u>2016</u>
(4) Treasurer	<u>Chris Walters</u>	<u>2005</u>
(5) Others		

d. How long at present address? 22 years

e. Former address and date (if any)

f. Has your firm operated under another name? NO  
If so, list former name, address and dates

g. Has your firm, or former firm, ever failed to complete any work awarded to you?

NO  
If so, list name of project, owner, date and reason for not completing the work.

- h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract? No

If so, list name of project, owner, date and reason for not completing the contract.

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

- i. List on a separate paper, or on a copy of this page ALL similar type projects larger than \$100,000 that your firm or former firm has completed in the past five years, giving the following information for each project: See attached

- (1) Name of Project \_\_\_\_\_  
(2) Brief Description of Project \_\_\_\_\_  
(3) Owner Name \_\_\_\_\_  
Address \_\_\_\_\_  
Representative's Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
(4) Engineer's or Architect's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Representative's Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
(5) Is your firm the prime contractor, joint venture or subcontractor? \_\_\_\_\_  
(6) Date of Award \_\_\_\_\_  
(7) Scheduled Completion Date \_\_\_\_\_  
(8) Percentage Complete \_\_\_\_\_  
(9) Is the Project on Schedule? \_\_\_\_\_  
(10) Amount of Award \_\_\_\_\_  
(11) Amount of Change Orders \_\_\_\_\_

# I. Similar Projects larger than \$100,000

<u>Owner</u>	<u>Project Description</u>	<u>Location</u>	<u>Contract Amount</u>	<u>Completion Date</u>	<u>Engineer</u>	<u>Contact</u>	<u>Prime Contractor</u>	<u>% Complete</u>
City of Fort Smith 3900 Kelley Highway Fort Smith, AR 72904 479-784-2231	Lake Fort Smith Water Treatment Plant: Contract No. 3 40 MGD water treatment plant improvements	Mountainburg, AR	\$31,804,043.00	03/12	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114 816-822-3218	Jack Dillon Steve Yonker (B&M)	YES	100%
Beaver Water District 101 N. Primrose Lowell, AR 72745 479-756-3651	Beaver Water Treatment Plant Joe M. Steele Water Treatment Plant Improvements addition of 40 MGD water treatment plant	Lowell, AR	\$26,549,062.00	01/09	MWH Americas, Inc. 490 Sawgrass Pkwy, Ste. 300 Sunrise, FL 33325 954-846-0401	Bill Vogel (MWH) Matthew Gribbens (MWH) Larry Lloyd (Beaver) Bill HagenBurger (Beaver)	YES	100%
City of Atkins PO Box 128 Atkins, AR 72823 479-641-2900	Atkins Water Treatment Plant Expansion addition of new filter, sedimentation basin, and sludge basin	Atkins, AR	\$3,407,141.79	04/11	McClelland Consulting Engineers, Inc. PO Box 34087 Little Rock, AR 72203 501-371-0272	Jerry Barrett (COA) John Doyle (MCE)	YES	100%
Coweta Public Works Authority 310 S Broadway Coweta, OK 74429 918-486-2189	Coweta Water Treatment Facility Phase II build a new water treatment facility with anion filter system, digesters, and belt filter presses	Coweta, OK	\$9,872,430.00	2/14	PEC 4150 S 100th E Ave, Ste. 401 Tulsa, OK 74146 918-664-5400	Steve Whitlock (Coweta) Ethan Edwards (PEC)	YES	100%
Grove Municipal Services Authority 104 W 3rd Street Grove, OK 74344 918-786-5107	Grove WTP Improvements, Phase 3 water plant, new sedimentation basin, clearwell and chemical building, filter building addition and modification to the existing site	Grove, OK	\$7,881,000.00	11/14	Rose & McCrary 2125 S Broadway St Grove, OK 74344 918-786-6390	Jack Bower (Grove) Garrett Ball (R&M)	YES	100%

- j. List on a separate paper, or on a copy of this page, ALL other current projects of any type not previously listed in "i".

*See attached*

	<u>Name of Project</u>	<u>Type of Project</u>	<u>Contract Amount</u>	<u>Percentage of Completion</u>	<u>Anticipated Date of Completion</u>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

- k. List on a separate paper the construction experience of all individuals listed in "c" together with the superintendent that will be assigned to the project.

1. (1) List your key personnel and major equipment available for this Contract.

*See attached*

- (2) List major equipment to be purchased, rented or leased for this project.

*N/A*

- m. If requested by Engineer, subsequent to the bid, submit a financial statement, including contractor's latest balance sheet and income statement, showing the following items:

- (1) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
- (2) Net Fixed Assets.
- (3) Other Assets.
- (4) Current Liabilities (e.g., capital, capital stock, authorized outstanding share par values, earned surplus, and retained earnings).

## All other current projects

<u>PROJECT</u>	<u>Type</u>	<u>OWNER</u>	<u>CONTRACT</u> <u>AMOUNT</u>	<u>PERCENT</u> <u>COMPLETE</u>	<u>EXPECTED</u> <u>COMPLETION</u>
Hedge Lane Pump Station	Pump Station	WaterOne of Johnson County	\$21,359,254.00	95%	02/16
DL Smith WWTP Final Clarifier	WWTP	Johnson County Wastewater	\$793,062.00	87%	2/16
SSWWTP Gas Digester Imp	WWTP	City of Tulsa	\$2,324,000.00	99%	2/16
Haikey Creek WWTP	WWTP	RMUA	\$3,422,865.00	99%	2/16
Harvard Ave 51st to 61st	ROAD	City of Tulsa	\$4,466,378.00	99%	2/16
HWY 264 INTERCHANGE	BRIDGE	APAC-Central	\$1,977,920.61	50%	3/16
Bellview Road North	ROAD	City of Rogers	\$11,576,033.00	48%	12/16
Beaver Water Switching Station 1A Generators	WTP	Beaver Water District	\$2,218,800.00	75%	4/16
Tuscany & Sienna Subdivisions Utilities	UTILITY	George & George	\$2,620,000.00	80%	2/16
Johnson Road Ph 2	ROAD	APAC-Central	\$875,712.00	35%	3/16
Illinois Chapel Bridge Repair	BRIDGE	City of Prairie Grove	\$575,958.00	90%	2/16
Murphy Park Water & Sewer Relocation	PARK	Springdale Water & Sewer Commission	\$339,325.00	30%	3/16
Hwy 265 Corridor Waterline Improvements	WATERLINE	Rogers Water Utilities	\$316,861.00	70%	4/16
Middle Fork White River Bridge	BRIDGE	Arkansas Highway Department of Transportation	\$7,978,831.90	0%	9/17
Union County WTP Expansion	WTP	Union County Water Conservation Board	\$2,989,375.00	5%	10/16
MAINTENANCE ZONE 3007 NA STREET	ROAD	Tulsa Metro Utility Authority	\$1,891,000.00	99%	1/16
New Century Air Water System Improvements	WTP	Board of County Commissioners Johnson Co	\$1,492,138.00	98%	1/16
New Century Air WWTP	WWTP	Board of County Commissioners Johnson Co	\$6,219,000.00	30%	9/16
Wolcot WTP Engine Generator	WTP	WaterOne of Johnson County	\$8,899,888.00	50%	8/16
Clinton Raw Water Pump Station Improvements	Pump Station	City of Lawrence	\$1,527,000.00	5%	11/16
Hefner WTP Chemical Feed Imps	WTP	Oklahoma Water Utilities Trust	\$14,321,601.00	35%	9/16
Haikey Creek Lift Station Rehab	LIFT STATION	Regional Metro Utility Authority	\$5,366,484.00	30%	7/16
WPC 15-2 SSWWTP Boiler Replacement	WWTP	City of Tulsa	\$698,800.00	75%	7/16
Forest Oaks Unsewered Area, Contract No. 2	ROAD	City of Tulsa	\$879,299.00	90%	2/16
Street Maint/Rehab Zone 8103	ROAD	City of Tulsa	\$1,002,800.00	99%	1/16
Northside WWTP: Trickling Filter Plant Demo	WTP	City of Tulsa	\$652,123.00	70%	3/16
5th Street Extension	ROAD	City of Tulsa	\$5,952,100.00	35%	7/16
Street Rehab Maint Zone 3080	ROAD	City of Tulsa	\$176,824.00	99%	1/16
Zone 7052 Street Rehab Maint	ROAD	City of Tulsa	\$787,547.00	25%	3/16
Gathering Place- Land Bridges	BRIDGE	River Parks Authority/Tulsa Gathering Place	\$9,843,685.00	25%	6/16
Wolf Creek Park Ph 3	PARK	City of Grove	\$2,230,371.00	95%	2/16
Ogan's Circle Roadway	ROAD	City of Tulsa	\$294,922.00	50%	3/16
Riverside Dr. 41st to 35th Arterial Street	ROAD	City of Tulsa	\$3,981,742.00	0%	8/16
61st and Memorial Arterial Street	ROAD	City of Tulsa	\$5,894,000.00	2%	12/16
Taylor Lift Station Replacement	LIFT STATION	City of Mineola	\$1,033,045.00	75%	6/16
Maple & Lafayette Bridge	BRIDGE	City of Fayetteville	\$1,725,071.00	0%	9/16
Clinton WTP Taste & Odor	WTP	City of Lawrence	\$3,879,000.00	0%	1/17

## KEY PERSONNEL EXPERIENCE HISTORY

### **Mark Sell** **President**

Bachelor of Science in Construction Science, Kansas State University

Peter Kiewit Sons. Inc. Omaha, NE (1982 – 1993)

Work history included numerous road & bridge projects throughout the Midwest. River intake pump station, sheet pile river weir across the Kansas River. Subway renovation and light commuter rail projects in Chicago. Lock & Dam #16 renovation in Muscatine Iowa.

Crossland Heavy Contractors, Columbus, KS (1993 – Present )

Started Crossland Heavy Contractors to pursue civil oriented projects including bridge work, water & wastewater treatment facilities. site utilities and pipe work.

### **Chris Walters** **Corporate Treasurer**

Bachelor of Science in Construction Management Technology, Oklahoma State University

Crossland Heavy Contractors, Columbus, KS (2005 – Present)

Worked as a project engineer for one year and then promoted to project manager, managing large projects and helping estimate projects. Promoted to Division Manager in 2014 to oversee the Tulsa/Oklahoma City operations

### **Holly Rhodes** **Corporate Secretary**

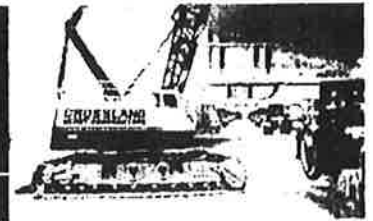
Bachelor of Business Administration, Accounting, Pittsburg State University

Crossland Heavy Contractors, Columbus, KS (2008 – Present)

Work experience includes accounting aspects including accounts payable and accounts receivable

# David Ferguson

*Superintendent*



Name of Firm:	Crossland Heavy Contractors, Inc.
Project Assignment:	Superintendent
Years of Experience:	35 years
Certifications:	OSHA 10 Hour

## Description of Duties

As Project Superintendent, David is ultimately responsible for all project site operations, material deliveries, subcontractor coordination and project schedule maintenance. He works closely with the Project Manager on tracking project costs and maintaining the project budget. He has a complete understanding of treatment plant plans and specifications, and the ability to implement them to the project. David has exceptional ability to work with Owners and Engineers in all phases of construction.

## Work History

Westside Wastewater Treatment Plant..... \$3M  
*Tyler, Texas*

Spiro Wastewater Treatment Plant..... \$3.8M  
*City of Spiro*

Texana Tank Car Cleaning Facility..... \$5M  
*Texarkana, Texas*

Hartshorne Wastewater Treatment Plant..... \$6.8M  
*City of Hartshorne, Oklahoma*

Antlers Water Treatment Plant..... \$5.7M  
*City of Antlers, Oklahoma*

Wilburton Wastewater Treatment Plant..... \$6.2M  
*City of Wilburton, Oklahoma*

- (5) Name of address of firm preparing financial statement and date thereof:

Mayer Hoffman McCann P.C. - Auditor  
Crossland Heavy Contractors, Inc.

- (6) Is this financial statement for the identical organization that submitted the bid? Yes

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Columbus, KS this 2<sup>nd</sup> day of March, 2016.

Crossland Heavy Contractors, Inc.  
(Name of Bidder)

By: [Signature]

Title: Mark Sell, President

State of Kansas )  
County of Cherokee ) ss.

Mark Sell being duly sworn, deposes and says that he is President of Crossland Heavy Contractors, Inc. and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2<sup>nd</sup> day of March, 2016.

Kaylee Mann  
Public Notary

My Commission Expires:

6/29/19





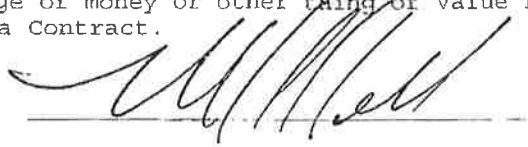
NONCOLLUSION AFFIDAVIT

STATE OF Kansas ~~OKLAHOMA~~ )

) SS

COUNTY OF Cherokee )

Mark Sell, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.



Subscribed and sworn to before me this 2nd day of March, 2016.

Kaylee Mann  
Notary Public

My Commission expires: 6/29/19



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Kansas )  
COUNTY OF Cherokee ) SS

Mark Sell, of  
lawful age, being first duly sworn, on oath says that (s)he is the agent  
authorized by the BIDDER to submit the attached BID. Affiant further states that  
the nature of any partnership, joint venture, or other business relationship  
presently in effect or which existed within one year prior to the date of this  
statement with the architect, engineer, or other party to the project is as  
follows:

N/A

Affiant further states that any such business relationship presently in effect or  
which existed within one year prior to the date of this statement between any  
officer or director of the bidding company and any officer or director of the  
architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business  
relationships and the positions they hold with their respective companies or  
firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist, affiant  
should so state.)



Kaylee Mann  
Notary

Subscribed and sworn to before me this 2nd day of March, 2016.

My Commission expires: 6/29/19





TETRA TECH

**ADDENDUM NO. 1  
FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT  
CITY OF McALESTER/McALESTER PUBLIC WORKS AUTHORITY**

This Addendum shall be a part of the Plans, Contract Documents, and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. Acknowledgment of receipt of this Addendum must be included in the Bid (page B-1) package and at the bottom of this Addendum, and returned by fax to 918-249-3940.

**CONTRACT DOCUMENTS & SPECIFICATIONS:**

1. BID – change 120 consecutive calendar days to 180 consecutive calendar days for project completion.
2. Section 011500-MEASUREMENT AND PAYMENT PROCEDURES. Replace this section in its entirety with the attached Section 011500, with "Addendum NO. 1" identified in the footer.

END OF ADDENDUM NO. 1

Issued By:

*Srini Sundaramoorthy*

Srini Sundaramoorthy, P.E. Project Manager

Seal/Date



Accepted By:

*Jason Lundy*

Name Jason Lundy

Division Manager

Title

Date:

2-29-16

Company:

Crossland Heavy Contractors



TETRA TECH

**ADDENDUM NO. 1  
FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT  
CITY OF McALESTER/McALESTER PUBLIC WORKS AUTHORITY**

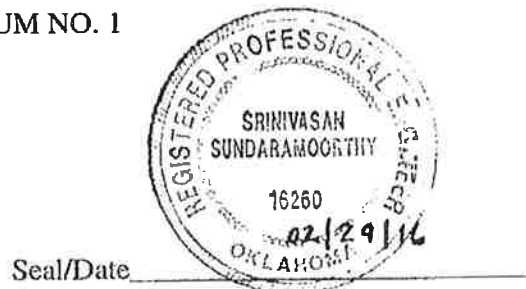
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END OF ADDENDUM NO. 1

Issued By: Srini Sundaramoorthy  
Srini Sundaramoorthy, P.E. Project Manager



Accepted By: HANK JOHNSON  
Name  
V. P.  
Title

Seal/Date: 3/1/16  
Date:  
Company: Z+L CONSTRUCTION

- d. Installation of new underdrain blocks complete. Note that the underdrain blocks are owner select items. See paragraph 1.4 below for installation price difference, if any, between different underdrain manufacturers.
  - e. Installation of sand and anthracite media complete.
  - f. Modification of existing air piping and connection of new air drops to the new underdrain blocks.
  - g. All other items required by the plans and contract documents except for Items 2, 3 and 4 of the bid forms.
- B. ITEM 2- FURNISH SAND MEDIA. This item includes furnishing and delivery of sand media as shown and as required by the contract documents.
- C. ITEM 3 – FURNISH ANTHRACITE MEDIA. This item includes furnishing and delivery of anthracite media as shown and as specified.
- D. ITEM 4 – LOWEST PRICE PROPOSAL FOR THE UNDERDRAIN BLOCKS FROM PRICE LISTED UNDER OWNER SELECT EQUIPMENT AND ALTERNATIVES. Include the lowest price proposal from the Owner select item listed under Paragraph 1.4- OWNER SELECT EQUIPMENT AND ALTERNATIVE. After determining the lowest qualified bidder, Owner reserves the right to select any one of the three manufacturer alternatives
- E. ITEM 5 – FURNISH AND INSTALL COMBINATION AIR/AIR-VACUUM VALVE (C-ARV) AT EXISTING BACKWASH SUPPLY LINE. This item includes the furnishing and installation of the C-ARV on the existing backwash header pipe at the location shown. This is unit price bid and the payment will be based on final quantity of C-ARV installed and accepted by OWNER.

#### 1.4 OWNER SELECT EQUIPMENT AND ALTERNATES

- A. General. Bid Item 4 is Owner select items. Contractor is required to submit price proposal for all three items. Failing to provide price proposal for all items may be grounds for disqualification.
- 1. ITEM OS-1 – F.B. LEOPOLD/XYLEM. This item includes the price for the F.B. Leopold/Xylem underdrain system meeting the requirements of the contract document complete. Include here any additional installation price over what is included in Item 1.3(A)(1)(d).
  - 2. ITEM OS-2 – US FILTER MULTIBLOCK. This item includes the price proposal for the US Filte Multiblock underdrain system meeting the requirements of the contract documents complete. Include here any additional installation price over what is included in Item 1.3(A)(1)(d).
  - 3. ITEM OS-3 – ROBERTS UNDERDRAIN. This items includes the price proposal for the Roberts underdrain system meeting the requirements of the contract documents complete. Include here any additional installation price over what is included in Item 1.3(A)(1)(d).

#### 1.5 APPLICATION FOR PAYMENT

- A. Submit four copies of each Application for Payment on a prescribed format by the Owner.
- B. Payment Period: Submit at intervals stipulated in the Agreement.

Filter No 5 Media and Underdrain Replacement  
Water Treatment Plant, McAlester, OK

- 
- C. Substantiating Data: When Owner/Engineer requires substantiating information, submit data justifying dollar amounts in question.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01 15 00 – MEASUREMENT AND PAYMENT PROCEDURES

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PART 1 GENERAL

1.1 SCOPE

- A. This section describes the method by which construction of this project shall be measured and paid in accordance with Bid Schedule. Should there be any conflicts between payment described in individual SPECIFICATION sections and this section, payment shall be made in accordance with this section. Any work shown on the Drawings and/or described in the SPECIFICATIONS shall be included in other items of work.

1.2 BID ITEMS-GENERAL

- A. The items in this section shall be bid within a separate lump sum as shown on the Bid Schedule of the Bid Proposal. The description below summarizes the elements of the work that are to be included in each item but they are not intended to represent a complete list of the required work for a completed job. Rather, the descriptions are intended to serve as guidelines for the proper distribution of the Bid price. Any item not specifically described but required by the plans and contract documents shall be included in the appropriate items.
- B. The lump sum Bid items shall be broken down for the purpose of progressive payment as outlined below. The breakdowns shall be provided by the apparent low Bidder within 48 hours after the bid opening on forms provided by the contractor.
- C. All piping within the structure and terminating 5' outside the structure shall be included as part of the lump sum for each of the structures outlined below unless stated otherwise in the breakdown of the Bid items. All items shall be complete with all associated accessories, piping, fittings, valves, guide rails, pipe supports, and miscellaneous metals as required for a complete and operational system.
- D. Payment for lump sum items shall be paid based on percent of work completed for that item. Payment for unit price items shall be based on actual quantity installed in conformance with the contract documents.
- E. Unless otherwise specified below, payment for lump sum item will be based on percent of work completed in accordance with the plans and the contract documents. Payment for unit price items will be based on actual quantity installed in accordance with the plans and contract documents.

1.3 BID ITEMS

A. BASE BID

- 1. ITEM 1- REMOVAL OF EXISTING UNDERDRAIN AND INSTALL NEW UNDERDRAIN AND MEDIA. This item includes THE FOLLOWING
  - a. All mobilization and de-demobilization, bond, insurance for the project.
  - b. Removal of the existing Roberts underdrain block complete with all grout, anchor rods and support plates.
  - c. Preparation of the filter box floor for the new underdrain.

# GRANITE RE, INC.

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

L & L Construction, Inc., P.O. Box 36, Jenks, OK 74037

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

McAlester Public Works Authority - City of McAlester  
28 E. Washington/P.O. Box 578, McAlester, OK 74502

as Obligee, hereinafter called the Obligee, in the sum of

Five percent of the amount bid -----\*\*\*\*\*5% of amount bid\*\*\*\*\*

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

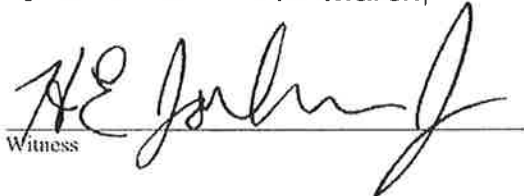
Project: **Filter No. 5 Media and Underdrain Replacement**

Bid Date: **March 2, 2016**

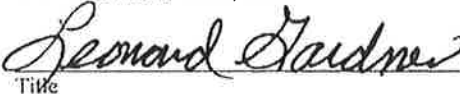
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2<sup>nd</sup> day of **March,**

**2016**

  
Witness

L & L Construction, Inc.

  
Title



(Seal)

Granite Re, Inc.

  
Jamie Burris, Attorney in Fact (Seal)



# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

### Now all Men by these Presents:

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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


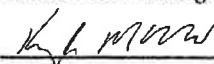
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30<sup>th</sup> day of June, 2015.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Treasurer

On this 30<sup>th</sup> day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

### GRANITE RE, INC. Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 1<sup>st</sup> day of March, 2016.



  
Kyle P. McDonald, Secretary/Treasurer

BID

Proposal of L & L Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as a corporation \*. To the City of McAlester (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER TREATMENT PLANT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$ 350.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1 Dated 2-29-16

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BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum (BIDS shall include sales tax and all other applicable taxes and fees):

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

**FILTER NO 5 MEDIA AND UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT, CITY OF McALESTER, OK  
BID SCHEDULE**

Quantities shown are approximate and may vary due to actual quantities installed and measured in the field. Unit bid cost to be complete-in-place for each item specified including all labor, materials, equipment, tools and incidentals necessary.

<u>ITEM NO.</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>BID DESCRIPTION</u>	<u>EXTENSION</u>
<b>A BASE BID</b>				
1	1	LS	Sum REMOVAL OF EXISTING UNDERDRAIN AND INSTALL NEW UNDERDRAIN AND MEDIA, for Lump	
			Forty Three Thousand and no/100	Dollars \$(43,000.00) \$ 43,000.00
			Words	Figures
2	1	LS	Sum FURNISH SAND MEDIA, for Lump	
			Nineteen Thousand and no/100	Dollars \$(19,000.00) \$ 19,000.00
			Words	Figures
3	1	LS	Sum FURNISH ANTHRACITE MEDIA, for Lump	
			Twenty Two Thousand Five Hundred	Dollars \$(22,500.00) \$ 22,500.00
			Words	Figures
4	1	LS	Sum LOWEST PRICE PROPOSAL FOR THE UNDERDRAIN BLOCKS FROM PRICE LISTED UNDER OWNER SELECTION, For Lump	
			Thirty Eight Thousand and no/100	Dollars \$(38,000.00) \$ 38,000.00
			Words	Figures
5	2	EA	Sum FURNISH AND INSTALL COMBINATION AIR/AIR- VACUUM VALVE AT EXISTING BACKWASH SUPPLY LINE, For Each	
			Four Thousand and no/100	Dollars \$(4,000.00) \$ 8,000.00
			Words	Figures
<b>TOTAL BASE BID</b>				<b>\$ 130,500.00</b>

**LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID. SEE IMPORTANT NOTES BELOW REGARDING CONTRACT AWARD.**

<u>ITEM NO.</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>BID DESCRIPTION</u>	<u>EXTENSION</u>
<b>B OWNER SELECT UNDERDRAIN MATERIAL ALTERNATES</b>				
OS-1	1	LS	Sum UNDERDRAIN by F.B. LEOPOLD/XYLEM, Lump sum	
			Forty Six Thousand and no/100	Dollars \$(46,000.00) \$ 46,000.00
			Words	Figures
OS-2	1	LS	Sum UNDEDRAIN by US FILTER MULTIBLOCK, Lump Sum	
			Eighty Five Thousand and no/100	Dollars \$(85,000.00) \$ 85,000.00
			Words	Figures
OS-3	1	LS	Sum UNDERDRAIN by ROBERTS FILTERS, Lump Sum	
			Thirty Eight Thousand and no/100	Dollars \$(38,000.00) \$ 38,000.00
			Words	Figures

**IMPORTANT NOTES:**

- 1 LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID
- 2 AFTER DETERMINING THE LOWEST BIDDER, THE OWNER RESERVES THE RIGHT TO AWARD THE PROJECT USING ANY OF THE OWNER SELECT MATERIAL ALTERNATIVES (ITEMS OS-1, OS-2 or OS-3). CONTRACTOR SHALL NOT TIE THESE ITEMS TO OTHER BID ITEMS, DOING SO WILL BE GROUNDS FOR DISQUALIFICATION. OWNER RESERVES THIS RIGHT TO ACCOMMODATE FUNDING CONSTRAINTS AT OWNER'S DISCRETION.
- 3 REFER TO SECTION 01 15 00 FOR MEASUREMENT AND PAYMENT AND BID ITEMS DESCRIPTION.

Respectfully submitted:

L & L Construction, Inc.

Firm Name

Leonard Gardner  
Signature Leonard Gardner

President

Title

N/A

License Number (if applicable)

P.O. Box 36

Address

Jenks OK 74037

City State Zip Code

918-299-2600

Telephone No.

(SEAL - IF BID IS BY A CORPORATION)

ATTEST:

Henry E. Johnson Jr.

Secretary

TITLE: Secretary or Assistant Secretary  
(Please circle correct one)



BID BOND

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has  
submitted to \_\_\_\_\_ a certain BID,  
attached hereto and hereby made a part hereof to enter into a contract in writing  
for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER  
TREATMENT PLANT.

NOW THEREFORE,

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

a. Date Firm was organized December 1987

b. State of incorporation Oklahoma

c. Officers and Key Personnel for this Project:

	<u>Name</u>	<u>Date of Position</u>
(1) President	<u>Leonard Gardner</u>	<u>1987</u>
(2) Vice-President	<u>Gina Gardner</u>	<u>2002</u>
(3) Secretary	<u>Henry E. Johnson Jr.</u>	<u>2003</u>
(4) Treasurer	<u>Gina Gardner</u>	<u>2002</u>
(5) Others		

d. How long at present address? 27 years

e. Former address and date (if any)

f. Has your firm operated under another name? No  
If so, list former name, address and dates

g. Has your firm, or former firm, ever failed to complete any work awarded to you?

No

If so, list name of project, owner, date and reason for not completing the work.

- h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract? NO

If so, list name of project, owner, date and reason for not completing the contract.

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- i. List on a separate paper, or on a copy of this page ALL similar type projects larger than \$100,000 that your firm or former firm has completed in the past five years, giving the following information for each project:

- (1) Name of Project Please see attached Resume
- (2) Brief Description of Project \_\_\_\_\_  
\_\_\_\_\_
- (3) Owner Name \_\_\_\_\_  
Address \_\_\_\_\_  
Representative's Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_
- (4) Engineer's or Architect's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Representative's Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_
- (5) Is your firm the prime contractor, joint venture or subcontractor?  
\_\_\_\_\_
- (6) Date of Award \_\_\_\_\_
- (7) Scheduled Completion Date \_\_\_\_\_
- (8) Percentage Complete \_\_\_\_\_
- (9) Is the Project on Schedule? \_\_\_\_\_
- (10) Amount of Award \_\_\_\_\_
- (11) Amount of Change Orders \_\_\_\_\_

- j. List on a separate paper, or on a copy of this page, ALL other current projects of any type not previously listed in "i".

	<u>Name of Project</u>	<u>Type of Project</u>	<u>Contract Amount</u>	<u>Percentage of Completion</u>	<u>Anticipated Date of Completion</u>
1.	Please see attached Resume				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

- k. List on a separate paper the construction experience of all individuals listed in "c" together with the superintendent that will be assigned to the project.

1. (1) List your key personnel and major equipment available for this Contract.

Charles Nelson Kevin Billingsley

Terex SS104 Telescoping Forklift

National 500D 15Ton Crane Truck

- (2) List major equipment to be purchased, rented or leased for this project.

N/A

- m. If requested by Engineer, subsequent to the bid, submit a financial statement, including contractor's latest balance sheet and income statement, showing the following items:

- (1) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
- (2) Net Fixed Assets.
- (3) Other Assets.
- (4) Current Liabilities (e.g., capital, capital stock, authorized outstanding share par values, earned surplus, and retained earnings).



# **L & L CONSTRUCTION, INC.**

*Specializing in Water & Wastewater Systems since 1984*

**P. O. Box 36**

**Jenks, Oklahoma 74037**

**PHONE (918) 299-2600 FAX (918) 299-2601**

## **RESUME**

**Project Name:** City of Tulsa – Spunky Creek Lift Station Sluice Gate Replacement  
**Scheduled Completion:** May, 2016

**Scope:** Remove existing and Install new S.S. Sluice gates

**Contract Amount:** \$ 38,000.00

**Engineer:** City of Tulsa (918) 591-4714 Mr. Shawn Glen

**Owner:** The City of Tulsa (918) 596-9845 Mr. Matt Vaughn

**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Sump Pump Replacment on City of Tulsa Water Connection Vaults  
**Scheduled Completion:** May, 2016

**Scope:** Install new sewage pumps, aerators, valves, etc.

**Contract Amount:** \$ 35,600.00

**Engineer:** City of Tulsa (918) 591-4714 Mr. John Mueller

**Owner:** The City of Tulsa (918) 596-9845 Mr. Matt Vaughn

**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** WPC 15-4 Haikey Creek WWTPCapital Equipment Replacement  
**Scheduled Completion:** Nov. 2016

**Scope:** Install new sewage pumps, aerators, valves, etc.

**Contract Amount:** \$ 274,800.00

**Engineer:** Holoway, Updike & Bellen (918) 251-0717 Mr. Steve Tolar

**Owner:** The City of Tulsa (918) 596-9845 Mr. Matt Vaughn

**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** WPC 15-3 Northslope Capital Equip. Replacement - Sch. Completion: Feb. 2016

**Scope:** Install new sewage pumps, aerators, valves, etc.

**Contract Amount:** \$ 518,200.00

**Engineer:** City of Tulsa (918) 591-4714 Mr. John Mueller

**Owner:** The City of Tulsa (918) 596-9845 Mr. Matt Vaughn

**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Okemah Water System Maintenance Project **Scheduled Completion: March 2016**  
**Scope:** Install new by-pass lines, generators, controls, telemetry, electrical, etc.  
**Contract Amount:** \$ 445,544.00  
**Engineer:** Tetra Tech (918) 249-3909 Mr. Srin Sundaramoorthy  
**Owner:** The City of Okemah (918) 623-1736 Mr. Dustin Kanker  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** WPC 14-1 Northslope WPC Equipment Replacement **Completed: June 2015**  
**Scope:** Install new sewage pumps, aerators, valves, etc.  
**Contract Amount:** \$ 986,000.00  
**Engineer:** City of Tulsa (918) 591-4714 Mr. John Mueller  
**Owner:** The City of Tulsa (918) 596-9845 Mr. Matt Vaughn  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Wastewater Transfer Facilities **Completed: Jan. 2015**  
**Scope:** Install new sewage lift station  
**Contract Amount:** \$ 812,955.48  
**Engineer:** The City of Bixby, OK (918) 596-9841 Mr. Jarod Cottle  
**Owner:** The City of Bixby, OK (918) 596-9841 Mr. Jarod Cottle  
**General Contractor:** McGuire Brothers Construction (918) 224-2764 Mr. Tom McGuire  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Water System Improvements **Completed: Jan. 2015**  
**Scope:** Booster Pump Stations, Chlorine Sta., Telemetry  
**Contract Amount:** \$ 1,966,040.00  
**Engineer:** SMC Consulting Engineers, LLC (405) 232-7715 Mr. Mike Spear  
**Owner:** RWD #6, McCurtain County (580) 244-7561  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Yorktown Subdivision - Jenks **Completed: Sept., 2014**  
**Scope:** Install new sewage lift station  
**Contract Amount:** \$ 176,550  
**Engineer:** Siesmore & Wiez (918) 596-9841 Mr. Greg Weiz  
**Owner:** The City of Jenks, OK (918) 260-9060 Mr. Loyd Bell  
**General Contractor:** MSB Construction (918) 261-6475 Mr. Mark Bertsch  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Dickson Public Schools Lift Sta. Rehab. **Completed: Aug, 2014**  
**Scope:** Rehabilitate sewage lift station  
**Contract Amount:** \$ 75,000.00  
**Engineer:** Fox Engineering (580) 223-2319 Mr. Curt Howell  
**Owner:** Dickson, OK Public Schools  
**General Contractor:** Steve Bean Construction (580) 226-0657 Mr. Steve Bean  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Citywide Lift Station Improvements **Completed: Dec. 2013**  
**Scope:** Install new sewage lift station  
**Contract Amount:** \$ 975,955.60  
**Engineer:** Holloway, Updike & Bellon (918) 251-2117 Me. Steve Tolar  
**Owner:** The City of Tulsa (918) 596-9841 Mr. Steve Linden  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Oaks Mobile Home Park Lift Station **Completed: Nov. 2013**  
**Scope:** Rehabilitate sewage lift station  
**Contract Amount:** \$ 122,302.62  
**Engineer:** RJN Group, Inc. (918) 627-9737 Mr. Tom Prag  
**Owner:** Tanaha Utility Authority  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** WPC 12-1 WPC Facilities Equipment Replacement **Completed: Sept. 2013**  
**Scope:** Replace Clarifier Drives, Pumps, Valves, etc.  
**Contract Amount:** \$ 1,059,000.00  
**Engineer:** City of Tulsa (918) 591-4714 Me. John Mueller  
**Owner:** The City of Tulsa (918) 591-4555 Mr. Shawn Glen  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** 148<sup>th</sup> Street Interceptor **Completed: July. 2012**  
**Scope:** Install new sewage lift stations  
**Contract Amount:** \$ 1,397,990.00  
**Engineer:** The City of Bixby, OK (918) 596-9841 Mr. Jarod Cottle  
**Owner:** The City of Bixby, OK (918) 596-9841 Mr. Jarod Cottle  
**General Contractor:** McGuire Brothers Construction (918) 224-2764 Mr. Tom McGuire  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** MS North Lift Station **Completed: August. 2012**  
**Scope:** Install new sewage lift station  
**Contract Amount:** \$ 1,506,782.00  
**Engineer:** Craig & Keithline – Tulsa, OK (918) 743-6611 Mr. Charles Kimberling  
**Owner:** The City of Tulsa (918) 596-9841 Mr. Doug Tiffany  
**General Contractor:** United Utilities (918) 224-2764 Mr. Brian Green  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** Flatrock Interceptor West Extension **Completed: Nov. 2011**  
**Scope:** Install new sewage lift station  
**Contract Amount:** \$ 929,000.00  
**Engineer:** P.E.C. – Tulsa, OK (918) 664-5400 Me. Ethan Edwards  
**Owner:** The City of Tulsa (918) 596-9841 Mr. Doug Tiffany  
**General Contractor:** McGuire Brothers Construction (918) 224-2764 Mr. Tom McGuire  
**Subcontractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **WPC SS Pump Repairs** **Completed: July 2011**  
**Scope:** Install new pumps, valves, VFD's, etc.  
**Contract Amount:** \$ 1,399,999.00  
**Engineer:** City of Tulsa  
**Owner:** The City of Tulsa (918) 596-9841 Mr. Matt Vaughn  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Okmulgee WWTP – 100' Secondary Clarifier Imp.** **Completed: February 2011**  
**Scope:** Remove existing and install new clarifier mechanism  
**Contract Amount:** \$ 326,623.00  
**Engineer:** TetraTech, Inc. (918) 249-3909 Mr. Jon Nelson  
**Owner:** The City of Okmulgee (918) 758-1101  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Tahlequah WWTP – SBR Basin Imp.** **Completed: January 2011**  
**Scope:** Remove existing and install new clarifier mechanism  
**Contract Amount:** \$ 188,265.18  
**Engineer:** Holloway, Updike & Bellen, Inc. (918) 251-0717 Mr. Stephen Tolar  
**Owner:** The City of Tahlequah (918)  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Hulah Lake Raw Water Pump Sta. Imp.** **Completed: Sept. 2010**  
**Scope:** Install new vertical turbine pumps, controls, crane.  
**Contract Amount:** \$ 398,398.00  
**Engineer:** Holloway, Updike & Bellen, Inc. (918) 251-0717 Mr. Stephen Tolar  
**Owner:** The City of Bartlesville (918) 338-4107 Mr. Mike Hall  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Water Treatment Plant Improvements – Delaware, OK** **Completed: Dec., 2010**  
**Scope:** Construct New Clarifier & Lagoon Facilities  
**Contract Amount:** \$ 695,200.00  
**Engineer:** Dwayne Henderson, P.E. (918) 665-8800  
**Owner:** The Town of Delaware (918) 467-3218  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Indiana Pump Station Rehabilitation** **Completed: July, 2010**  
**Scope:** Install new vertical turbine pumps, controls, generator.  
**Contract Amount:** \$ 389,454.06  
**Engineer:** Holloway, Updike & Bellen, Inc. (918) 682-7811 Mr. Jay Updike  
**Owner:** The City of Bartlesville (918) 338-4107 Mr. Mike Hall  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Collinsville WWTP Disinfection Facilities** **Completed: Sept., 2010**  
**Scope:** Install new UV Disinfection Equipment  
**Contract Amount:** \$ 318,446.48  
**Engineer:** Holloway, Updike & Bellen, Inc. (918) 251-0717 Mr. Clay McAlpine  
**Owner:** The City of Collinsville (918)  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Water Treatment Plant Improvements** **Completed: May, 2010**  
**Scope:** Install new filter unit and replace media  
**Contract Amount:** \$ 231,216.00  
**Engineer:** Brown Engineering, PC (405) 372-4848 Mr. Phil Brown  
**Owner:** Lincoln County RWD No. 1  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Water System Improvements** **Completed: February 2010**  
**Scope:** Install New Booster Pump Station  
**Contract Amount:** \$ 314,183  
**Engineer:** Poe & Associates (918) 665-8800 Mr. Jay Cobb  
**Owner:** Creek County RWD No. 2 (918) 299-4448 Ms. Dorothy Greek  
**General Contractor:** Circle P Welding (405) 360-5328  
**Sub Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Effluent Pump Station & Force Main** **Completed: December, 2009**  
**Scope:** Construct New Lift Station & Disinfection Facilities  
**Contract Amount:** \$ 1,223,877.00  
**Engineer:** Tetra Tech, Inc.  
**Owner:** The City of Claremore  
**General Contractor:** McGuire Brothers Construction, Inc. (918) 224-2764 Mr. Tommy McGuire  
**Sub Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Citywide Lift Station Improvements** **Completed: October, 2009**  
**Scope:** Construct New Lift Station  
**Contract Amount:** \$ 642,660.00  
**Engineer:** Holloway, Updike & Bellen, Inc. (918) 271-0717 Mr. Stephen Tolar  
**Owner:** The City of Tulsa (918) 596-9585 Mr. Matt Vaughn  
**General Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Spunky Creek Lift Station & Force Main** **Completed: July, 2009**  
**Scope:** Construct new Sewage Lift Station  
**Contract Amount:** \$ 4,088,095.00  
**Engineer:** Carrollo Engineers  
**Owner:** The City of Tulsa (918) 596-9585 Mr. Matt Vaughn  
**General Contractor:** McGuire Brothers Construction, Inc. (918) 224-2764  
**Sub Contractor:** L & L Construction, Inc. (918) 299-2600

**Project Name:** **Nickel Creek Lift Station** **Completed: Sept., 2003**  
**Scope:** Build Structure, Install Pumps, Controls and Building  
**Subcontract Amount:** \$ 850,000.00  
**Engineer:** Wallace Engineering  
**Owner:** City of Sapulpa (918) 224-3040 Mr. David Gilliland  
**General Contractor:** McGuire Brothers Construction (918) 224-2764 Mr. Tom McGuire

**Project Name:** **4<sup>th</sup> Street Lift Station** **Completed: May, 2003**  
**Scope:** Install Structure, Pumps and Controls for Lift Station  
**Subcontract Amount:** \$ 250,000.00  
**Engineer:** Tulsa Municipal Utility Authority  
**Owner:** City of Tulsa (918) 669-6108 Mr. Joe Harris  
**General Contractor:** Judds Brothers Construction (918) 234-9779 Mr. Dave Williams

**Project Name:** **Oneta Energy Center Reservoir Pump Station** **Completed: February, 2002**  
**Scope:** New Clear Well, Pump Station, and Controls  
**Subcontract Amount:** \$ 2,932,799.00 + Control & Telemetry Systems  
**Engineer:** C.H. Guernsey and Co.  
**Owner:** Wagoner County RWD #4 & The Calpine Corporation  
**General Contractor:** Scott/Guernsey Solutions (405) 416-8400 Mr. Eddie Scott

**Project Name:** **Oneta Energy Center River Intake Pump Station** **Completed: February, 2003**  
**Scope:** New Clear Well, Pump Station, and Controls  
**Subcontract Amount:** \$ 2,449,070.00 + Control & Telemetry Systems  
**Engineer:** C.H. Guernsey and Co.  
**Owner:** Wagoner County RWD #4 & The Calpine Corporation  
**General Contractor:** Scott/Guernsey Solutions (405) 416-8400 Mr. Eddie Scott

**Project Name:** **Skiatook RWCS Pump Station Improvements** **Completed: July, 2002**  
**Scope:** Install New Pump, Piping and Controls  
**Contract Amount:** \$ 850,000.00  
**Engineer:** FHC, Inc. (918) 491-9995 Mr. John Kirkpatrick  
**Owner:** City of Sapulpa and City of Sand Springs  
**General Contractor:** L & L Construction, Inc.

**Project Name:** **66<sup>th</sup> Street North Lift Station** **Completed: Oct., 2002**  
**Scope:** New Sewage Lift Station, Valve Vault & Controls  
**Subcontract Amount:** \$ 214,402.00  
**Engineer:** Crafton, Tull  
**Owner:** City of Tulsa  
**General Contractor:** Davis Services (918) 298-2080 Mr. Brad Davis

**Project Name:** **New Lift Station for Trucking Dock** **Completed: March, 2002**  
**Scope:** Construct New Sewage Lift Station  
**Subcontract Amount:** \$ 53,597.00  
**Engineer:** Trans Systems Corporation  
**Owner:** Con-Way Transportation Services, Inc.  
**General Contractor:** Landco Construction Co. (918) 376-9100 Mr. Tracy Brookshier

- (5) Name of address of firm preparing financial statement and date thereof:

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

- (6) Is this financial statement for the identical organization that submitted the bid? \_\_\_\_\_

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Sapulpa, OK this 2nd day of March, 2016.

L & L Construction, Inc.

(Name of Bidder)

By: Leonard Gardner

Leonard Gardner

Title: President

State of Oklahoma )  
County of Tulsa ) ss.

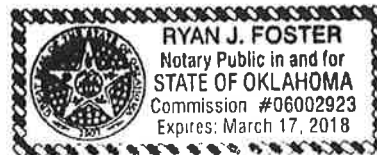
Leonard Gardner, being duly sworn, deposes and says that he is President of L&L Construction, Inc. and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2nd day of March, 2016.

Ryan J. Foster  
Public Notary

My Commission Expires:

March 17, 2018



NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA )

) SS

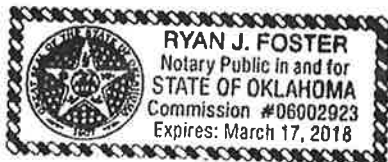
COUNTY OF Tulsa )

Leonard Gardner, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

L & L Construction, Inc.

Leonard Gardner  
Leonard Gardner, President

Subscribed and sworn to before me this 2nd, day of March, 2016.



Ryan J. Foster  
Notary Public

My Commission expires: March 17, 2018



STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF Tulsa )

None

None

None

L & L Construction, Inc.



Ryan J. Lote  
Notary

BRA-1

BID

Proposal of JS Haren company (hereinafter called "BIDDER"), organized and existing under the laws of the State of Tennessee doing business as a corporation \*. To the Memphis Public Works Authority / City of Memphis (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER TREATMENT PLANT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$ 350.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 Dated 2/29/16

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum (BIDS shall include sales tax and all other applicable taxes and fees):

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

**FILTER NO 5 MEDIA AND UNDERDRAIN REPLACEMENT  
WATER TREATMENT PLANT, CITY OF McALESTER, OK  
BID SCHEDULE**

Quantities shown are approximate and may vary due to actual quantities installed and measured in the field. Unit bid cost to be complete-in-place for each item specified including all labor, materials, equipment, tools and incidentals necessary.

ITEM NO.	QUAN.	UNIT	BID DESCRIPTION	EXTENSION
<b>A BASE BID</b>				
			REMOVAL OF EXISTING UNDERDRAIN AND INSTALL NEW UNDERDRAIN AND MEDIA, for Lump	
1	1	LS Sum		
		Words	Sixty one thousand	Dollars \$( 61,000 ) \$ 61,000
				Figures
2	1	LS FURNISH SAND MEDIA, for Lump Sum		
		Words	twenty two thousand	Dollars \$( 22,000 ) \$ 22,000
				Figures
3	1	LS FURNISH ANTHRACITE MEDIA, for Lump Sum		
		Words	Twenty five thousand	Dollars \$( 25,000 ) \$ 25,000
				Figures
			LOWEST PRICE PROPOSAL FOR THE UNDERDRAIN BLOCKS FROM PRICE LISTED	
4	1	LS UNDER OWNER SELECTION, For Lump Sum		
		Words	Forty two thousand	Dollars \$( 42,000 ) \$ 42,000
				Figures
			FURNISH AND INSTALL COMBINATION AIR/AIR- VACUUM VALVE AT EXISTING BACKWASH	
5	2	EA SUPPLY LINE, For Each		
		Words	Two thousand	Dollars \$( 2,000 ) \$ 4,000
				Figures
<b>TOTAL BASE BID</b>				<b>\$ 154,000</b>

**LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID. SEE IMPORTANT NOTES BELOW REGARDING CONTRACT AWARD.**

ITEM NO.	QUAN.	UNIT	BID DESCRIPTION	EXTENSION
<b>B OWNER SELECT UNDERDRAIN MATERIAL ALTERNATES</b>				
OS-1	1	LS UNDERDRAIN by F.B. LEOPOLD/XYLEM, Lump sum		
		Words	Sixty two thousand	Dollars \$( 62,000 ) \$ 62,000
				Figures
OS-2	1	LS UNDEDRAIN by US FILTER MULTIBLOCK, Lump Sum		
		Words	Sixty four thousand	Dollars \$( 64,000 ) \$ 64,000
				Figures
OS-3	1	LS UNDERDRAIN by ROBERTS FILTERS, Lump Sum		
		Words	42 Forty two thousand	Dollars \$( 42,000 ) \$ 42,000
				Figures

**IMPORTANT NOTES:**

- 1 LOWEST BIDDER WILL BE DETERMINED BY THE TOTAL BASE BID
- 2 AFTER DETERMINING THE LOWEST BIDDER, THE OWNER RESERVES THE RIGHT TO AWARD THE PROJECT USING ANY OF THE OWNER SELECT MATERIAL ALTERNATIVES (ITEMS OS-1, OS-2 or OS-3). CONTRACTOR SHALL NOT TIE THESE ITEMS TO OTHER BID ITEMS, DOING SO WILL BE GROUNDS FOR DISQUALIFICATION. OWNER RESERVES THIS RIGHT TO ACCOMMODATE FUNDING CONSTRAINTS AT OWNER'S DISCRETION.
- 3 REFER TO SECTION 01 15 00 FOR MEASUREMENT AND PAYMENT AND BID ITEMS DESCRIPTION.

Respectfully submitted:

J.S. Haren Company  
Firm Name

*J. Haren*  
Signature

President  
Title

N/A  
License Number (if applicable)



1175 Highway 11 North  
Address

Athens TN 37303  
City State Zip Code

423-745-8000  
Telephone No.

(SEAL - IF BID IS BY A CORPORATION)

ATTEST: *Jennifer L. Adkins*

Jennifer L. Adkins  
TITLE: Secretary or Assistant Secretary  
(Please circle correct one)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
J. S. Haren Company as Principal and United States Fire Insurance Company as  
 Surety, are hereby held and firmly bound unto McALESTER PUBLIC WORKS  
AUTHORITY/CITY OF McALESTER as OWNER in the penal sum of  
Five Percent of Attached Bid..... (5% of attached bid)

for the payment of which, well and truly to be made, we hereby jointly and  
 severally bind ourselves, successors and assigns.

Signed, this 2nd day of March, 2016.

The condition of the above obligation is such that whereas the Principal has  
 submitted to McAlester Public Works Authority/ City of McAlester a certain BID,  
 attached hereto and hereby made a part hereof to enter into a contract in writing  
 for the construction of FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT, WATER  
TREATMENT PLANT.

NOW THEREFORE,

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

The Surety for value received, hereby stipulates and agrees that the obligations  
 of said Surety and its BOND shall be in no way impaired or affected by any  
 extension of the time within which the OWNER may accept such BID; and said Surety  
 does hereby waive notice of any such extension.

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

J. S. Haren Company

Principal

*J. S. Haren*

(L.S.)

United States Fire Insurance Company

Surety

By:

*Kelly L. Berry*  
Kelly L. Berry, Attorney-in-fact



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

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

14440

NOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Gregory E. Nash, Phillip H. Condra, Kelly Berry*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey )  
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

*A.R.S.*

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

*Sonia Scala*

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the <sup>2ND</sup> day of <sup>March</sup>, 20<sup>16</sup>.

UNITED STATES FIRE INSURANCE COMPANY



*Al Wright*

Al Wright, Senior Vice President

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Firm Background

a. Date Firm was organized August 1987

b. State of incorporation Tennessee

c. Officers and Key Personnel for this Project:

	<u>Name</u>	<u>Date of Position</u>
(1) President	<u>J.S. Haren</u>	<u>Aug. 1987</u>
(2) Vice-President		
(3) Secretary	<u>Jennifer L. Adkins</u>	<u>Oct. 1999</u>
(4) Treasurer		
(5) Others		

d. How long at present address? 12 yrs.

e. Former address and date (if any)

2003 123 Washington Ave. Athens, TN 37203

f. Has your firm operated under another name? NO

If so, list former name, address and dates

g. Has your firm, or former firm, ever failed to complete any work awarded to you?

NO

If so, list name of project, owner, date and reason for not completing the work.



- h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract? NO  
If so, list name of project, owner, date and reason for not completing the contract.

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- i. List on a separate paper, or on a copy of this page ALL similar type projects larger than \$100,000 that your firm or former firm has completed in the past five years, giving the following information for each project:

- (1) Name of Project WTP ~ WWTP Improvements
- (2) Brief Description of Project Reconstruction of water treatment plant including Sed basin sludge collection, pumps for recycle, filter bed reconstruction, sludge removal.
- (3) Owner Name Etowah utilities  
Address 1313 N. Tennessee Ave. Etowah, TN 37331  
Representative's Name John Goins  
Telephone Number 423-263-9441
- (4) Engineer's or Architect's Name Fulghum, MacIndoe & Assoc.  
Address 10330 Hardin Valley Rd. Knoxville, TN 37932  
Representative's Name Mike MacIndoe  
Telephone Number 865-251-5076
- (5) Is your firm the prime contractor, joint venture or subcontractor?  
Yes
- (6) Date of Award Dec. 2010
- (7) Scheduled Completion Date Oct. 2011
- (8) Percentage Complete 100%
- (9) Is the Project on Schedule? \_\_\_\_\_
- (10) Amount of Award \$1,114,800.00
- (11) Amount of Change Orders \$94,339.39

- h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract? NO  
If so, list name of project, owner, date and reason for not completing the contract.

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- i. List on a separate paper, or on a copy of this page ALL similar type projects larger than \$100,000 that your firm or former firm has completed in the past five years, giving the following information for each project:

- (1) Name of Project WTP Filter & Clearwell Improvements
- (2) Brief Description of Project Rebuild filters ~ underdrains, pipe gallery changes, joint repairs at clearwell.
- (3) Owner Name City of McAlester  
Address P.O. BOX 578, McAlester, OK 74501  
Representative's Name Chris Black  
Telephone Number 918-470-0114
- (4) Engineer's or Architect's Name Mehlberger Brawley  
Address 119 S. George High Expy, McAlester, OK 74501  
Representative's Name Robert Vaughn  
Telephone Number 918-420-5500
- (5) Is your firm the prime contractor, joint venture or subcontractor?  
YES.
- (6) Date of Award July 2011
- (7) Scheduled Completion Date Jan. 2012
- (8) Percentage Complete 100%
- (9) Is the Project on Schedule? \_\_\_\_\_
- (10) Amount of Award \$414,900.00
- (11) Amount of Change Orders \$19,140.11

- h. Have any of the officers listed in "c" ever been an owner, officer, or partner in another organization that failed to complete a construction contract? NO

If so, list name of project, owner, date and reason for not completing the contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- i. List on a separate paper, or on a copy of this page ALL similar type projects larger than \$100,000 that your firm or former firm has completed in the past five years, giving the following information for each project:

- (1) Name of Project Filter media Improvements
- (2) Brief Description of Project Replacement of filter media, filter underdrains, air header pipe & appurtenances
- (3) Owner Name City of Glenwood  
Address 210 N. Second St., Glenwood, AR 71943  
Representative's Name Kevin Funderburk  
Telephone Number 870-223-1214
- (4) Engineer's or Architect's Name AL FRANKS Engineering  
Address 118 E. Broad St., Texarkana, AR 71854  
Representative's Name Chris Thompson  
Telephone Number 870-216-1900
- (5) Is your firm the prime contractor, joint venture or subcontractor?  
yes
- (6) Date of Award NOV. 2013
- (7) Scheduled Completion Date Jan. 2014
- (8) Percentage Complete 100%
- (9) Is the Project on Schedule? \_\_\_\_\_
- (10) Amount of Award \$145,000.-
- (11) Amount of Change Orders 0

- j. List on a separate paper, or on a copy of this page, ALL other current projects of any type not previously listed in "i".

	<u>Name of Project</u>	<u>Type of Project</u>	<u>Contract Amount</u>	<u>Percentage of Completion</u>	<u>Anticipated Date of Completion</u>
1.	see attached				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

- k. List on a separate paper the construction experience of all individuals listed in "c" together with the superintendent that will be assigned to the project.

1. (1) List your key personnel and major equipment available for this Contract.

1411 8000 Lift

PM- John Horen

Super- Ty Hardin

} resumes attached

- (2) List major equipment to be purchased, rented or leased for this project.

NONE

- m. If requested by Engineer, subsequent to the bid, submit a financial statement, including contractor's latest balance sheet and income statement, showing the following items:

- (1) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
- (2) Net Fixed Assets.
- (3) Other Assets.
- (4) Current Liabilities (e.g., capital, capital stock, authorized outstanding share par values, earned surplus, and retained earnings).

- (5) Name of address of firm preparing financial statement and date thereof:

9/30/15 J.D. Frost & CO.  
412 Georgia Ave, Ste 102, Chattanooga, TN 37403

- (6) Is this financial statement for the identical organization that submitted the bid? yes

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish information requested by the Owner or Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Athens this 2nd day of march, 20 16.

J.S. Haven Company  
(Name of Bidder)

By: [Signature]

Title: President

State of Tennessee )  
County of Meminn ) ss.

J.S. Haven being duly sworn, deposes and says that he is President  
of J.S. Haven Company, and that the answers to the foregoing  
questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 2nd day of march, 20 16.

[Signature]  
Public Notary

My Commission Expires:

4-25-18

## **Ty Hardin**

### **Experience**

#### ***J. S. Haren Company***

***Jan. 2014-Present***

Superintendent

Manages water treatment plant improvements.

Safety training, manages employees and works closely with subcontractors.

WWTP Existing WTP Flocculators Replacement—Winchester, TN

Vest Water Filtration Plant Flow Monitoring & Control Improvements—Charlotte, NC

WWTP Headworks & Clarifier Improvements—Cowan, TN

Splash Pad & Park Improvements—Etowah, TN

Rogers State Prison WPCP Upgrades & Improvements—Reidsville, GA

#### ***Self-Employed***

***Nov. 2012-Nov. 2014***

Owner/Superintendent-residential construction.

#### ***Webb P.H.E.***

***Feb. 2008-Nov. 2012***

Superintendent

### **Education**

1985-1989    Leeds High School

**John Haren**  
**Tennessee**

**Experience:**

*Project Manager, J. S. Haren Company*

*May 2010-Present*

WWTP Chlorination Improvements--Calvin, OK	2010
Water Treatment Plant Improvements--Etowah, TN	2011
WTP Filter & Clearwell Imp.--McAlester, OK	2011
Pea Ridge Lift Station Expansion--Temple, TX	2012
2008 Southside Pump Station Imp.--Nacogdoches, TX	2012
C.C. Williams WWTF Replacement of Scum Baffles 1 & 2—Mobile, AL	2012
Setco Pump Station Rehabilitation—Idabel, OK	2012
Water System Improvements—Pittsburg, OK	2013
2011 WWTP Headworks Improvements—Greeneville, TN	2013
Water System Improvements—Pittsburg, OK	2013
Water Treatment Plant & System Improvements—Athens, TN	2013
Disinfection System Improvements—Robinson, TX	2014
Seguin Connection—Seguin, TX	2014
Mechanical Screen Replacement—Prairie View, TX	2015
Disinfection By-Product Control Implementation—Chickasha, OK	2015
WWTP Clarifier & Weir Baffle Repair—Houston, TX	2015
WWTF Phase I Improvements—Kingsland, TX	2015

**Education:**

University of Tennessee at Chattanooga (UTC)	2010
B.S. Industrial Management	
University of Tennessee at Chattanooga (UTC)	2012
M.S. Engineering Management	

**Contracts on Hand**

<b>Project</b>	<b>Contract Amt</b>	<b>Completion Date</b>	<b>Percent Complete</b>
Stokes Pump Station Upgrades Hot Springs, AR	\$2,312,000.00	Mar. 2017	0
WWTP Improvements McKenzie, TN	\$ 866,000.00	July 2016	0
Booster Station Emergency Standby Generators Stillwater, OK	\$ 100,000.00	May 2016	0
Contract B: Stormwater Lift Station Improvements Portland, TN	\$ 141,000.00	May 2016	25
Splash Pad & Park Improvements Etowah, TN	\$ 117,000.00	Mar. 2016	95
Woodlawn Road Pump Station Improvements Jamestown, TN	\$ 329,000.00	Aug. 2016	10
Existing Belvidere Wastewater PS Upgrade Winchester, TN	\$ 154,000.00	May 2016	45
City Wide Lift Station Repairs Corpus Christi, TX	\$ 196,000.00	Mar. 2016	95
Combination Boiler & Heat Exchanger Northside Wastewater Treatment Plant Midwest City, OK	\$ 277,000.00	Mar. 2016	99
Disinfection By-Product Control Implementation Chickasha, OK	\$1,012,900.00	Feb. 2016	95
Schedule 2-Pump Station Improvements Muldrow, OK	\$1,257,000.00	June 2016	55
Fieldstone Farm Pump Station No.1 Franklin, TN	\$1,592,000.00	June 2016	46
WWTF Improvements-Primary Clarifier Rehab Vicksburg, MS	\$ 616,250.00	Mar. 2016	75
New Water Treatment Plant Wheeler, TX	\$2,257,000.00	Apr. 2016	85



# J.S. HAREN COMPANY

## BALANCE SHEET

SEPTEMBER 30, 2015

### ASSETS

#### CURRENT ASSETS

Cash and cash equivalents	\$ 1,049,990
Contract receivables	
Accounts receivable - construction, net	981,101
Retainage receivable - contracts	<u>926,284</u>
Total contract receivables	1,907,385
Unbilled revenue	77,437
Costs and estimated earnings in excess of billings on uncompleted contracts	490,700
Investments	4,194
Prepaid income taxes	212,000
Deferred tax asset	15,000
Other current assets	<u>38,414</u>

Total current assets 3,795,120

#### PROPERTY AND EQUIPMENT

Building and leasehold improvements	247,725
Machinery and equipment	1,900,732
Motor vehicles	487,042
Office equipment	<u>27,839</u>

2,663,338  
Less: Accumulated depreciation (1,571,604)

Cost less accumulated depreciation 1,091,734

#### OTHER ASSETS

Land held for investment	20,667
Notes receivable - shareholder	<u>74,191</u>

Total other assets 94,858

#### TOTAL ASSETS

\$ 4,981,712

The accompanying notes are an integral part of these financial statements.

# J.S. HAREN COMPANY

## BALANCE SHEET

SEPTEMBER 30, 2015

### LIABILITIES AND SHAREHOLDER'S EQUITY

#### CURRENT LIABILITIES

Current portion of long-term debt	\$ 119,891
Cash overdraft	37,028
Accounts payable	818,007
Retainage payable	216,040
Accrued liabilities	138,665
Warranty reserve	75,000
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>1,075,542</u>

Total current liabilities 2,480,173

#### LONG-TERM LIABILITIES

Notes payable	263,447
Deferred tax liability	<u>258,000</u>

Total long-term liabilities 521,447

**TOTAL LIABILITIES** 3,001,620

#### SHAREHOLDER'S EQUITY

Common stock, no par value, 2,000 shares authorized, 1,000 shares issued and outstanding	10,000
Paid-in capital	550,000
Retained earnings	<u>1,420,092</u>

Total shareholder's equity 1,980,092

**TOTAL LIABILITES AND SHAREHOLDER'S EQUITY** \$ 4,981,712

# **J.S. HAREN COMPANY**

## **STATEMENT OF INCOME**

**YEAR ENDED SEPTEMBER 30, 2015**

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### **REVENUE**

Construction revenues earned	<u>\$ 10,105,337</u>
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### **DIRECT COSTS**

Labor	1,204,103
Job cost	6,689,864
Applied overhead burden	<u>411,129</u>

Total direct costs	<u>8,305,096</u>
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Gross profit	1,800,241
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### **GENERAL AND ADMINISTRATIVE EXPENSES**

1,496,749

Income from operations	<u>303,492</u>
------------------------	----------------

### **OTHER INCOME (EXPENSE)**

Interest income	1,584
Interest expense	(20,522)
Net realized and unrealized gain in fair value of investments	574
Net gain on disposal of assets	32,974
Other income	<u>21,572</u>
Total other expense	<u>36,182</u>

### **INCOME BEFORE INCOME TAXES**

339,674

Income tax expense	<u>80,109</u>
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### **NET INCOME**

\$ 259,565

The accompanying notes are an integral part of these financial statements.

NONCOLLUSION AFFIDAVIT

Tennessee  
STATE OF ~~OKLAHOMA~~ )

) SS

COUNTY OF McMinn )

J.S. Hairen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Subscribed and sworn to before me this 2nd, day of March, 2016.

Jennifer R. Collins  
Notary Public

My Commission expires: 4-25-18

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF ~~OKLAHOMA~~ Tennessee )  
COUNTY OF MEMPHIS ) SS

J. S. Haren, of  
lawful age, being first duly sworn, on oath says that (s)he is the agent  
authorized by the BIDDER to submit the attached BID. Affiant further states that  
the nature of any partnership, joint venture, or other business relationship  
presently in effect or which existed within one year prior to the date of this  
statement with the architect, engineer, or other party to the project is as  
follows:

NONE

Affiant further states that any such business relationship presently in effect or  
which existed within one year prior to the date of this statement between any  
officer or director of the bidding company and any officer or director of the  
architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business  
relationships and the positions they hold with their respective companies or  
firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant  
should so state.)

[Signature]

[Signature]  
Notary

Subscribed and sworn to before me this 2nd day of March, 2016.

My Commission expires: 4-25-18



TETRA TECH

**ADDENDUM NO. 1  
FILTER NO. 5 MEDIA & UNDERDRAIN REPLACEMENT  
CITY OF McALESTER/McALESTER PUBLIC WORKS AUTHORITY**

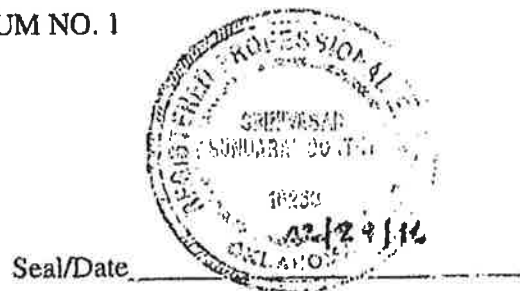
This Addendum shall be a part of the Plans, Contract Documents, and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. Acknowledgment of receipt of this Addendum must be included in the Bid (page B-1) package and at the bottom of this Addendum, and **returned by fax to 918-249-3940.**

**CONTRACT DOCUMENTS & SPECIFICATIONS:**

1. BID – change 120 consecutive calendar days to 180 consecutive calendar days for project completion.
2. Section 011500-MEASUREMENT AND PAYMENT PROCEDURES. Replace this section in its entirety with the attached Section 011500, with "Addendum NO. 1" identified in the footer.

END OF ADDENDUM NO. 1

Issued By: *Srini Sundaramoorthy*  
Srini Sundaramoorthy, P.E. Project Manager



Accepted By: *[Signature]*  
Name  
President  
Title

Date: March 1, 2016  
Company: J.S. Haren Company



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 8, 2016 Item Number: 7

Department: \_\_\_\_\_

Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_

Date Prepared: March 1, 2016 Budgeted Amount: \_\_\_\_\_

Exhibits: 3

### Subject

Consider and act upon, acceptance and authorization for the Mayor to sign Final Change Order No. 4 in the amount of (\$30,056.66) for the contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed.

### Recommendation

Staff recommends approval of the Final Change Order No. 4 to Carstensen Contracting, Inc. and acceptance of the project as completed.

### Discussion

This Change Order decreases the final contract amount to \$2,850,020.42 and declares the project as complete.

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PS*

Date



March 2, 2016

Pete Stasiak, City Manager  
City of McAlester  
PO Box 578  
28 E. Washington  
McAlester, OK 74502-0578

Re: CIP #2  
City of McAlester

Dear Mr. Stasiak:

Enclosed you will find six (6) copies of the Contractor's Final Pay Request and the Final Change Order for the referenced project.

We recommend approval of the Final Change Order #4 which decreases the contract amount by \$30,056.66.

We recommend final payment in the amount of \$113,952.14.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies.

If you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC  
dba Mehlburger Brawley

Dale Burke, P.E.  
President

DB/mj  
Enclosures

Project No. MC-16-01

cc w/enclosure:  
Robert Vaughan, Infrastructure Solutions Group, LLC



# CITY OF McALESTER, OKLAHOMA

## CHANGE ORDER NO. 4

**OWNER:** CITY OF McALESTER    **DATE OF AGREEMENT:** October 7, 2014  
**DATE OF CHANGE ORDER:** March 2, 2016  
**PROJECT:** CIP #2  
**CONTRACTOR:** Carstensen Contracting, Inc.

The change being made to the CONTRACT Documents is identified as "All extras combined" in the attachment "Carstensen Contracting Extra Cost Detail CIP 2 McAlester". This request is for a final change order to closeout all the ADD/Deducts from the project and RFI's that led to change order/extra costs during the project.

---

### JUSTIFICATION:

Original CONTRACT Price:	\$2,882,649.25
Present CONTRACT Price:	\$2,880,077.08
The CONTRACT price due to this	
Change Order No. 4 will be <u>(Increased)</u> <b>(Decreased)</b> by	\$ 30,056.66
The new CONTRACT price including	
This Change Order will be:	\$ 2,850,020.42

---

THE DATE FOR COMPLETION OF ALL WORK WILL BE: Project Complete

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Contractor:  
Carstensen Contracting, Inc.

Owner:  
CITY OF McAlester

By: 

By: \_\_\_\_\_  
Steve Harrison  
City Mayor

Engineer:

By:  2 March 2016

McAlester CIP 2 - Final quantities

A

ITEM		PLANNED QTY	UNIT	TOTAL PAID	UNIT PRICE	AS-BUILT QTY	TOTAL MONEY SPENT
Pay Item No.	Description						
A Street - LUMP SUM							
1	Clearing and Grubbing	1.00	L.SUM	1.00	\$ 8,800.00	1.00	\$ 8,800.00
4	Type A Salvaged Topsoil	1.00	L.SUM	1.00	\$ 14,500.00	1.00	\$ 14,500.00
42	Removal of Structures & Obstructions	1.00	L.SUM	1.00	\$ 4,000.00	1.00	\$ 4,000.00
	Construction Traffic Control	1.00	L.SUM	1.00	\$ 25,600.00	1.00	\$ 25,600.00
	Traffic Items	1.00	L.SUM	1.00	\$ 25,600.00	1.00	\$ 25,600.00
	SWPPP Documentation and Management	1.00	L.SUM	1.00	\$ 8,500.00	1.00	\$ 8,500.00
	Mobilization	1.00	L.SUM	1.00	\$ 80,000.00	1.00	\$ 80,000.00
	Construction Staking Level II	1.00	L.SUM	1.00	\$ 15,000.00	1.00	\$ 15,000.00
							\$ -
A Street - Water							\$ -
96	Hydrostatic Pressure Testing & Disinfection	1.00	L.SUM	1.00	\$ 6,700.00	1.00	\$ 6,700.00
							\$ -
A Street - Sewer							\$ -
116	Deflection & Pressure Test (8" Pipe and Manholes)	1.00	L.SUM	1.00	\$ 2,530.00	1.00	\$ 2,530.00
A STREET ROADWAY							\$ -
2	Unclassified Excavation	2805.00	CY	3390.06	\$ 9.00	3,000.00	\$ 27,000.00
3	Unclassified Borrow	149.00	CY	149.00	\$ 34.00	149.00	\$ 5,066.00
5	Temporary Silt Fence	200.00	LF	200.00	\$ 4.00	200.00	\$ 800.00
6	Temporary Fiber Log	160.00	LF	160.00	\$ 9.00	160.00	\$ 1,440.00
7	Solid Slab Sodding	5586.00	CY	5586.00	\$ 5.00	5,586.00	\$ 27,930.00
8	Watering	10.00	KGAL	20.00	\$ 250.00	20.00	\$ 5,000.00
9	Aggregate Base Type 'A'	1319.00	CY	2357.00	\$ 45.00	1,344.06	\$ 60,482.70
10a	Scarify	7914.00	SY	7914.00	\$ 4.90	8,064.37	\$ 39,515.41
11a	Recompact	7914.00	SY	7914.00	\$ 6.40	8,064.37	\$ 51,611.97
13	Separator Fabric	8883.00	SY	9027.00	\$ 1.50	9,051.78	\$ 13,577.67
14	Traffic Bound Surface Course Type A	485.00	SY	485.00	\$ 175.00	485.00	\$ 84,875.00
15	Tack Coat	150.00	GAL	0.00	\$ 20.00	0.00	\$ -
16	Prime Coat	2770.00	GAL	0.00	\$ 20.00	0.00	\$ -
17	Superpave Type S3 (PG64-22 OK)	20.00	TON	0.00	\$ 300.00	0.00	\$ -
18	Dowel Jointed P.C.C.P. (Placement)	7519.00	SY	7519.00	\$ 21.00	7,664.75	\$ 160,959.75
19	P.C.C.P. for Pavement	1671.00	CY	1700.00	\$ 121.00	1,711.79	\$ 207,126.59
20	Reinforcing Steel	10700.00	LB	10700.00	\$ 1.50	10,700.00	\$ 16,050.00
21	Class A Concrete	100.00	CY	100.00	\$ 121.00	100.00	\$ 12,100.00

22	Concrete Curb (6" Barrier-Integral)	3289.00	LF	3629.00	\$ 24.00	2,938.00	\$ 70,512.00
24	4" Concrete Sidewalk	1625.00	SY	2235.00	\$ 62.00	1,630.00	\$ 101,060.00
25	6" Concrete Driveway	580.00	SY	580.00	\$ 75.00	730.89	\$ 54,816.75
26	Tactile Warning Device (New)	560.00	SF	375.00	\$ 62.00	62.00	\$ 3,844.00
27	Manhole (4' Dia)	4.00	Ea	4.00	\$ 2,550.00	4.00	\$ 10,200.00
28	Add'l Depth in MH	6.00	VF	6.00	\$ 325.00	6.00	\$ 1,950.00
29	Inlet CI Des. 3 (STD)	1.00	Ea	1.00	\$ 4,900.00	1.00	\$ 4,900.00
30	Inlet CI Des. 3 (B)	5.00	Ea	5.00	\$ 5,700.00	5.00	\$ 28,500.00
31	Inlet CDI RCP Des. 1	1.00	Ea	1.00	\$ 2,500.00	1.00	\$ 2,500.00
32	Inlet CDI RCP Des. 5	1.00	Ea	1.00	\$ 5,800.00	1.00	\$ 5,800.00
35	Inlet (SMD - Type 1)	2.00	Ea	2.00	\$ 2,700.00	2.00	\$ 5,400.00
36	Add'l Depth in Inlet CI Des. 3	12.00	VF	12.00	\$ 900.00	12.00	\$ 10,800.00
39	18" RCP CL-III	230.00	LF	224.00	\$ 60.50	224.00	\$ 13,552.00
40	24" RCP CL-III	270.00	LF	249.00	\$ 72.00	249.00	\$ 17,928.00
41	30" RCP CL-III	185.00	LF	174.00	\$ 92.00	174.00	\$ 16,008.00
43	Removal of Concrete Pavement	7615.00	SY	8230.50	\$ 12.75	7,922.00	\$ 101,005.50
44	Removal of Asphalt Pavement	1661.00	SY	1661.00	\$ 7.00	1,661.00	\$ 11,627.00
45	Removal of Sidewalk	730.00	SY	790.00	\$ 15.00	790.11	\$ 11,851.65
46	Sawing Pavement	200.00	LF	450.00	\$ 2.50	450.00	\$ 1,125.00
47	Remove and Reconstruct Fence	496.00	LF	496.00	\$ 28.00	496.00	\$ 13,888.00
48	Remove and Reset Mailbox	3.00	Ea	3.00	\$ 450.00	3.00	\$ 1,350.00
	Field Office	1.00	EA	1.00	\$ 4,100.00	1.00	\$ 4,100.00
8001	B6 Manhole Adaptation	1.00	L.Sum	1.00	\$ 2,478.84	1.00	\$ 2,478.84
8002	Junction Box(48"x48")	1.00	EA	1.00	\$ 8,872.79	1.00	\$ 8,872.79
CO	Inlet extension A and Miami	1.00	LS	1.00	\$ 15,117.00	1.00	\$ 15,117.00
	A STREET WATER						\$ -
50	Unclassified Excavation	695.00	CY	937.56	\$ 9.00	695.00	\$ 6,255.00
51	Aggregate Base Type 'A'	40.00	CY	40.00	\$ 46.00	40.00	\$ 1,840.00
52	Stabilized Subgrade	115.00	SY	115.00	\$ 10.00	115.00	\$ 1,150.00
53	Prime Coat	20.00	GAL	0.00	\$ 19.00	0.00	\$ -
54	Superpave Type S3 (Patch) (PG64-22 OK)	35.00	TON	0.00	\$ 250.00	0.00	\$ -
55	Full Depth PCC Patching (Placement Only)	45.00	SY	45.00	\$ 61.00	45.00	\$ 2,745.00
56	PCCP For Pavement	10.00	CY	10.00	\$ 122.00	10.00	\$ 1,220.00
57	CLSM Backfill	1.00	CY	4.15	\$ 460.00	4.15	\$ 1,909.00
59	16" PVC	85.00	LF	85.00	\$ 107.00	85.00	\$ 9,095.00
61	8" PVC	360.00	LF	346.00	\$ 46.00	346.00	\$ 15,916.00
62	6" PVC	1,340.00	LF	1377.50	\$ 39.00	1,377.50	\$ 53,722.50
63	16" Gate Valve	1.00	Ea	2.00	\$ 7,600.00	2.00	\$ 15,200.00
65	8" Gate Valve	5.00	Ea	3.00	\$ 1,500.00	3.00	\$ 4,500.00

66	6" Gate Valve	21.00	Ea	17.00	\$ 1,100.00	17.00	\$ 18,700.00
68	Standard Valve Box	27.00	Ea	20.00	\$ 530.00	20.00	\$ 10,600.00
69	Fire Hydrant and Assembly	5.00	Ea	4.00	\$ 3,350.00	4.00	\$ 13,400.00
70	16" Solid Sleeve	2.00	Ea	2.00	\$ 1,365.00	2.00	\$ 2,730.00
72	8" Solid Sleeve	2.00	Ea	2.00	\$ 450.00	2.00	\$ 900.00
73	6" Solid Sleeve	8.00	Ea	8.00	\$ 330.00	8.00	\$ 2,640.00
74	4" Solid Sleeve	1.00	Ea	1.00	\$ 285.00	1.00	\$ 285.00
75	2" Solid Sleeve	1.00	Ea	2.00	\$ 360.00	2.00	\$ 720.00
80	Service Connection (Short) 6x1	8.00	Ea	6.00	\$ 1,200.00	6.00	\$ 7,200.00
81	Service Connection (Short) 8x1	5.00	Ea	2.00	\$ 1,650.00	4.00	\$ 6,600.00
82	Service Connection (Long) 6x1	6.00	Ea	6.00	\$ 1,900.00	6.00	\$ 11,400.00
83	Service Connection (Long) 8x1	3.00	Ea	2.00	\$ 1,900.00	2.00	\$ 3,800.00
84	8" 45 Fitting	8.00	Ea	8.00	\$ 465.00	8.00	\$ 3,720.00
85	6" 45 Fitting	13.00	Ea	27.00	\$ 365.00	28.00	\$ 10,220.00
86	4x2 Reducing Fitting	2.00	Ea	2.00	\$ 345.00	2.00	\$ 690.00
87	6x4 Reducing Fitting	2.00	Ea	2.00	\$ 335.00	2.00	\$ 670.00
88	8" Plug	2.00	Ea	2.00	\$ 285.00	2.00	\$ 570.00
89	6" Plug	2.00	Ea	2.00	\$ 265.00	2.00	\$ 530.00
90	16x16x8 TEE	1.00	Ea	1.00	\$ 2,100.00	1.00	\$ 2,100.00
91	8x8x8 TEE	3.00	Ea	1.00	\$ 850.00	2.00	\$ 1,700.00
93	8x8x6 TEE	1.00	Ea	1.00	\$ 810.00	1.00	\$ 810.00
94	6x6x6 TEE	13.00	Ea	12.00	\$ 750.00	12.00	\$ 9,000.00
97	Removal of Concrete Pavement	45.00	SY	45.00	\$ 13.50	45.00	\$ 607.50
98	Removal of Asphalt Pavement	70.00	SY	105.00	\$ 12.00	105.00	\$ 1,260.00
100	Unclassified Excavation	1,275.00	CY	1431.41	\$ 9.00	1,275.00	\$ 11,475.00
107	Manhole (4' Dia) Standard	7.00	Ea	7.00	\$ 3,250.00	7.00	\$ 22,750.00
108	Manhole (4' Dia) Shallow	1.00	Ea	1.00	\$ 3,000.00	1.00	\$ 3,000.00
109	Manhole (4' Dia) Drop	4.00	Ea	4.00	\$ 3,250.00	4.00	\$ 13,000.00
110	Add'l Depth in MH	15.00	VF	15.00	\$ 330.00	15.00	\$ 4,950.00
111	Video Inspection of Conduit (Pre-Const)	1,224.00	LF	919.00	\$ 2.00	919.00	\$ 1,838.00
112	Video Inspection of Conduit (Post-Const)	1,224.00	LF	1242.00	\$ 2.00	1,242.00	\$ 2,484.00
113	8" PVC Sewer	1,224.00	LF	1245.00	\$ 29.00	1,245.00	\$ 36,105.00
114	4" PVC Sewer Service	790.00	LF	598.00	\$ 34.00	598.00	\$ 20,332.00
115	Sewer Service Connection (8'x4")	24.00	Ea	19.00	\$ 1,025.00	19.00	\$ 19,475.00
6th Street - LUMP SUM							\$ -
1	Clearing and Grubbing	1.00	L.SUM	1.00	\$ 4,500.00	1.00	\$ 4,500.00
4	Type A Salvaged Topsoil	1.00	L.SUM	1.00	\$ 4,700.00	1.00	\$ 4,700.00
42	Removal of Structures & Obstructions	1.00	L.SUM	1.00	\$ 10,200.00	1.00	\$ 10,200.00
	Construction Traffic Control	1.00	L.SUM	1.00	\$ 22,600.00	1.00	\$ 22,600.00

	Traffic Items	1.00	L.SUM	1.00	\$ 25,000.00	1.00	\$ 25,000.00
	SWPPP Documentation and Management	1.00	L.SUM	1.00	\$ 6,500.00	1.00	\$ 6,500.00
	Mobilization	1.00	L.SUM	1.00	\$ 14,250.00	1.00	\$ 14,250.00
	Construction Staking Level II	1.00	L.SUM	1.00	\$ 12,500.00	1.00	\$ 12,500.00
							\$ -
	6TH Street - Water						\$ -
96	Hydrostatic Pressure Testing & Disinfection	1.00	L.SUM	1.00	\$ 6,100.00	1.00	\$ 6,100.00
							\$ -
	6TH Street - Sewer						\$ -
116	Deflection & Pressure Test (8" Pipe and Manholes)	1.00	L.SUM	1.00	\$ 1,375.00	1.00	\$ 1,375.00
2	Unclassified Excavation	1,571.00	CY	2222.00	\$ 9.00	2,222.00	\$ 19,998.00
3	Unclassified Borrow	129.00	CY	129.00	\$ 34.00	129.00	\$ 4,386.00
5	Temporary Silt Fence	200.00	LF	200.00	\$ 4.00	200.00	\$ 800.00
6	Temporary Fiber Log	96.00	LF	96.00	\$ 9.00	96.00	\$ 864.00
7	Solid Slab Sodding	1,885.00	SY	1885.00	\$ 5.00	1,885.00	\$ 9,425.00
8	Watering	4.00	KGAL	4.00	\$ 250.00	4.00	\$ 1,000.00
9	Aggregate Base Type 'A'	692.00	CY	3741.14	\$ 45.00	946.26	\$ 42,581.70
10	Lime	75.00	Ton	0.00	\$ 280.00	-	\$ -
10A	Scarify	4,150.00	SY	6365.00	\$ 4.90	4,980.00	\$ 24,402.00
10B	Recompact	4,150.00	SY	6365.00	\$ 6.40	4,980.00	\$ 31,872.00
11	Lime Stabilized Subgrade	4,150.00	SY	0.00	\$ 8.00	-	\$ -
13	Separator Fabric	4,650.00	SY	5714.00	\$ 1.50	5,580.00	\$ 8,370.00
14	Traffic Bound Surface Course Type A	175.00	Ton	175.00	\$ 175.00	175.00	\$ 30,625.00
15	Tack Coat	75.00	GAL	75.00	\$ 19.00	75.00	\$ 1,425.00
16	Prime Coat	1,455.00	GAL	1455.00	\$ 20.00	1,455.00	\$ 29,100.00
17	Superpave Type S3 (PG64-22 OK)	10.00	TON	10.00	\$ 225.00	10.00	\$ 2,250.00
18	Dowel Jointed P.C.C.P. (Placement)	3,808.00	SY	3808.00	\$ 21.00	4,569.03	\$ 95,949.63
19	P.C.C.P. for Pavement	847.00	CY	847.00	\$ 121.00	1,020.42	\$ 123,470.82
21	Class A Concrete For Small Structures	5.00	CY	5.00	\$ 121.00	5.00	\$ 605.00
22	Concrete Curb (6" Barrier-Integral)	1,775.00	LF	1775.00	\$ 24.00	1,735.00	\$ 41,640.00
23	Concrete Header Curb (6x16)	120.00	LF	120.00	\$ 40.00	120.00	\$ 4,800.00
24	4" Concrete Sidewalk	948.00	SY	1128.00	\$ 62.00	1,012.78	\$ 62,792.36
25	6" Concrete Driveway	120.00	SY	120.00	\$ 75.00	97.00	\$ 7,275.00
26	Tactile Warning Device (New)	240.00	SF	240.00	\$ 62.00	80.00	\$ 4,960.00
27	Manhole (4' Dia)	2.00	Ea	3.00	\$ 2,550.00	3.00	\$ 7,650.00
29	Inlet CI Des. 3 (STD)	1.00	Ea	1.00	\$ 4,900.00	1.00	\$ 4,900.00
30	Inlet CI Des. 3 (B)	1.00	Ea	1.00	\$ 5,650.00	1.00	\$ 5,650.00
33	Inlet w/Large Jct. Box, CI Des. 3 (STD)	1.00	Ea	1.00	\$ 9,250.00	1.00	\$ 9,250.00
34	Inlet w/Large Jct. Box, CI Des. 3 (B)	1.00	Ea	1.00	\$ 10,000.00	1.00	\$ 10,000.00

35	Inlet (SMD - Type 1)	1.00	Ea	1.00	\$ 3,000.00	1.00	\$ 3,000.00
36	Add'l Depth in Inlet CI Des. 3	4.00	VF	4.00	\$ 930.00	4.00	\$ 3,720.00
37	Add'l Depth in Inlet w/LJB, CI Des. 3 (STD)	2.00	VF	2.00	\$ 1,230.00	2.00	\$ 2,460.00
38	Add'l Depth in Inlet w/LJB, CI Des. 3 (B)	3.00	VF	3.00	\$ 1,230.00	3.00	\$ 3,690.00
39	18" RCP CL-III	475.00	LF	475.00	\$ 60.50	475.00	\$ 28,737.50
43	Removal of Concrete Pavement	3,836.00	SY	3881.00	\$ 13.00	3,965.43	\$ 51,550.59
44	Removal of Asphalt Pavement	61.00	SY	293.00	\$ 7.00	293.00	\$ 2,051.00
45	Removal of Sidewalk	602.00	SY	602.00	\$ 15.00	602.00	\$ 9,030.00
46	Sawing Pavement	133.00	LF	153.00	\$ 2.50	153.00	\$ 382.50
47	Remove and Reconstruct Fence	312.00	LF	312.00	\$ 28.00	312.00	\$ 8,736.00
	Field Office	1.00	EA	1.00	\$ 4,100.00	1.00	\$ 4,100.00
	ECMP Pipe/Core Drill Mainhole/12" 45's	1.00	LS	1.00	\$ 9,066.23	1.00	\$ 9,066.23
	Shipping 16" Gate Valve	1.00	LS	1.00	\$ 2,000.00	1.00	\$ 2,000.00
CO	Inlet and 6" PVC Pipe	1.00	LS	1.00	\$ 8,983.47	1.00	\$ 8,983.47
50	Unclassified Excavation	460.00	CY	537.00	\$ 9.00	460.00	\$ 4,140.00
57	CLSM Backfill	1.00	CY	1.00	\$ 460.00	1.00	\$ 460.00
59	12" PVC	80.00	LF	120.00	\$ 77.00	120.00	\$ 9,240.00
61	6" PVC	1,040.00	LF	1040.00	\$ 39.00	1,040.00	\$ 40,560.00
63	12" Gate Valve	2.00	Ea	2.00	\$ 3,250.00	2.00	\$ 6,500.00
65	6" Gate Valve	14.00	Ea	9.00	\$ 1,100.00	12.00	\$ 13,200.00
66	4" Gate Valve	1.00	Ea	1.00	\$ 865.00	1.00	\$ 865.00
67	Standard Valve Box	17.00	Ea	8.00	\$ 530.00	15.00	\$ 7,950.00
68	Fire Hydrant and Assembly	3.00	Ea	2.00	\$ 3,250.00	3.00	\$ 9,750.00
70	12" Solid Sleeve	2.00	Ea	2.00	\$ 955.00	2.00	\$ 1,910.00
72	6" Solid Sleeve	3.00	Ea	3.00	\$ 330.00	3.00	\$ 990.00
75	1 1/2" Sleeve	1.00	Ea	0.00	\$ 250.00	-	\$ -
76	1 1/4" Sleeve	1.00	Ea	0.00	\$ 250.00	-	\$ -
77	2" x 1 1/2" Sleeve Adapter	1.00	Ea	0.00	\$ 325.00	-	\$ -
78	2" x 1 1/4" Sleeve Adapter	1.00	Ea	0.00	\$ 320.00	-	\$ -
79	Service Connection (Short) 6x1	3.00	Ea	0.00	\$ 1,700.00	1.00	\$ 1,700.00
80	Service Connection (Short) 6x2	1.00	Ea	0.00	\$ 1,900.00	-	\$ -
81	Service Connection (Long) 6x1	3.00	Ea	2.00	\$ 1,900.00	2.00	\$ 3,800.00
85	6" 45 Fitting	4.00	Ea	15.00	\$ 360.00	15.00	\$ 5,400.00
86	4x2 Reducing Fitting	2.00	Ea	0.00	\$ 350.00	1.00	\$ 350.00
87	6x4 Reducing Fitting	1.00	Ea	1.00	\$ 335.00	1.00	\$ 335.00
91	12x12x6 TEE	1.00	Ea	1.00	\$ 1,600.00	1.00	\$ 1,600.00
94	6x6x6 TEE	7.00	Ea	6.00	\$ 750.00	7.00	\$ 5,250.00
95	6x6x4 TEE	1.00	Ea	0.00	\$ 730.00	1.00	\$ 730.00
100	Unclassified Excavation	710.00	CY	710.00	\$ 9.00	710.00	\$ 6,390.00

101	Aggregate Base Type A	85.00	CY	85.00	\$ 45.00	85.00	\$ 3,825.00
102	Stabilized Subgrade	250.00	SY	250.00	\$ 6.50	250.00	\$ 1,625.00
103	Full Depth PCC Patching (Placement Only)	250.00	SY	250.00	\$ 44.00	250.00	\$ 11,000.00
104	PCCP for Pavement	60.00	CY	60.00	\$ 121.00	60.00	\$ 7,260.00
105	Concrete Curb (6" Barrier - Integral)	150.00	LF	150.00	\$ 23.50	150.00	\$ 3,525.00
106	4" Concrete Sidewalk	65.00	SY	65.00	\$ 58.00	65.00	\$ 3,770.00
107	Manhole (4' Dia) Standard	2.00	Ea	4.00	\$ 3,200.00	4.00	\$ 12,800.00
109	Manhole (4' Dia) Drop	6.00	Ea	4.00	\$ 3,200.00	4.00	\$ 12,800.00
110	Add'l Depth in MH	25.00	VF	25.00	\$ 330.00	25.00	\$ 8,250.00
111	Video Inspection of Conduit (Pre-Const)	817.00	LF	817.00	\$ 2.00	817.00	\$ 1,634.00
112	Video Inspection of Conduit (Post-Const)	817.00	LF	817.00	\$ 2.00	817.00	\$ 1,634.00
113	8" PVC Sewer	817.00	LF	841.00	\$ 33.00	841.00	\$ 27,753.00
114	4" PVC Sewer Service	275.00	LF	91.00	\$ 52.00	130.00	\$ 6,760.00
115	Sewer Service Connection	11.00	Ea	3.00	\$ 1,300.00	5.00	\$ 6,500.00
117	Removal of Concrete Pavement	250.00	SY	250.00	\$ 13.00	250.00	\$ 3,250.00
118	Removal of Sidewalk	65.00	SY	65.00	\$ 15.00	65.00	\$ 975.00
119	Sawing Pavement - 6S	200.00	LF	200.00	\$ 2.50	200.00	\$ 500.00
<b>Original Contract Amount</b>		<b>\$ 2,882,649.25</b>					
<b>Current Contract Amount</b>		<b>\$ 2,880,077.08</b>					
<b>Change Order total</b>		<b>\$ (30,056.66)</b>					
<b>New Contract Amount</b>		<b>\$ 2,850,020.42</b>					
<b>Pay App 1-8 Paid</b>		<b>\$ 2,736,068.28</b>					
<b>Amount left to be paid</b>		<b>\$ 113,952.14</b>					



Carstensen Contracting

3/02/2016

Date



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 8, 2016  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager  
Date Prepared: March 1, 2016

Item Number: 8  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 3

### Subject

Consider and act upon, , Final and Contractor's Pay Estimate No. 9 in the amount of \$113,952.14 for the contract with Carstensen Contracting, Inc. for construction services under CIP#2, A Street & 6<sup>th</sup> Street, and accept the project as completed.

### Recommendation

Staff recommends approval of the Final Pay Estimate No. 9 to Carstensen Contracting, Inc. and acceptance of the project as completed.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

Initial

*PJS*

Date





March 2, 2016

Pete Stasiak, City Manager  
City of McAlester  
PO Box 578  
28 E. Washington  
McAlester, OK 74502-0578

Re: CIP #2  
City of McAlester

Dear Mr. Stasiak:

Enclosed you will find six (6) copies of the Contractor's Final Pay Request and the Final Change Order for the referenced project.

We recommend approval of the Final Change Order #4 which decreases the contract amount by \$30,056.66.

We recommend final payment in the amount of \$113,952.14.

Please place this item on the agenda for approval at your next meeting and upon approval please sign all six (6) copies.

If you have any questions please do not hesitate to contact our office at (918) 420-5500.

Sincerely,

Infrastructure Solutions Group, LLC  
dba Mehlburger Brawley

Dale Burke, P.E.  
President

DB/mj  
Enclosures

Project No. MC-16-01

cc w/enclosure:  
Robert Vaughan, Infrastructure Solutions Group, LLC

## SCHEDULE "D"

### FORM OF PAYMENT REQUISITION

PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: March 3, 2016

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting	800276032
CREDITOR	TRUST NO.

P.O. Box 754 Pipestone, MN 56164
MAILING ADDRESS

Construction Services	Invoice: Payment # 9 Final
ITEM	ITEM NO.

March 2, 2016	CIP #2	\$113,952.14
DATE	PURPOSE	AMOUNT

#### AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: March 3, 2016

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City

# CONTRACTOR'S APPLICATION FOR PAYMENT NO.

9

Application Period: August 1, 2015 to September 22, 2015		Application Date: 3/2/2016	
To (Owner): City of McAlester	From (Contractor): Carstensen Contracting, Inc.	Via (Engineer):	
Project: Reconstruction of A Street and 6th Street	Contract: CIP 2	Original (Days): 180	Charged (Days): 125
Owner's Contract No.:	Contractor's Project No.:	Remaining (Days): 55	
		Engineer's Project No.: #6005029	

## Application for Payment

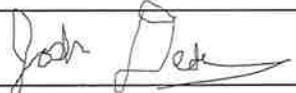
### Change Order Summary

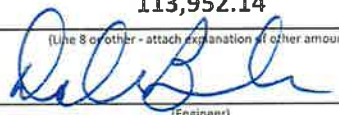
Approved Change Orders		
Number	Additions	Deductions
CO 01	25,275.43	27,847.60
CO 02	15,117.00	15,117.00
CO 03	20,143.47	20,143.47
Final CO		30,056.66
TOTALS	60,535.90	93,164.73
NET CHANGE BY CHANGE ORDERS	\$	(32,628.83)

1. ORIGINAL CONTRACT PRICE	\$	2,882,649.25
2. Net change by Change Orders	\$	(32,628.83)
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	2,850,020.42
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)	\$	2,850,020.42
5. MATERIALS STORED ON HAND		
a. Paid This Estimate	\$	-
b. Removed This Estimate	\$	-
5. RETAINAGE:		
a. 0% x \$ 2,850,020.42 Work Completed	\$	-
b. - x \$ 300.00 Liquidated Damages	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	2,850,020.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	2,736,068.28
8. AMOUNT DUE THIS APPLICATION	\$	113,952.14
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)	\$	(0.00)

## Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 3/02/2016
---	-----------------

Payment of:	\$	113,952.14	
		(Line 8 or other - attach explanation of other amount)	
is recommended by:			3-2-16
		(Engineer)	(Date)
Payment of:	\$		
		(Line 8 or other - attach explanation of other amount)	
is approved by:			
		(Owner)	(Date)
Approved by:			
		Funding Agency (if applicable)	(Date)

# Progress Estimate (LUMP SUM BIDS)

# Contractor's Application

For (contract):			Application Number:			Pay Application #9		
Application Period:			Application Date:			3/2/2016		
A			Work Completed					
ITEM								
Pay Item No.	Description	Scheduled Value	C	D	E	F	% (F/B)	G
			From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)		Balance to Finish (B - F)
A Street - Roadway								
1	Clearing and Grubbing	\$ 8,800.00	\$ 8,800.00		\$ -	\$ 8,800.00	1.00	\$ -
4	Type A Salvaged Topsoil	\$ 14,500.00	\$ 14,500.00		\$ -	\$ 14,500.00	1.00	\$ -
42	Removal of Structures & Obstructions	\$ 4,000.00	\$ 4,000.00		\$ -	\$ 4,000.00	1.00	\$ -
	Construction Traffic Control	\$ 25,600.00	\$ 25,600.00		\$ -	\$ 25,600.00	1.00	\$ -
	Traffic Items	\$ 25,600.00	\$ 25,600.00		\$ -	\$ 25,600.00	1.00	\$ -
	SWPPP Documentation and Management	\$ 8,500.00	\$ 8,500.00		\$ -	\$ 8,500.00	1.00	\$ -
	Mobilization	\$ 80,000.00	\$ 80,000.00		\$ -	\$ 80,000.00	1.00	\$ -
	Construction Staking Level II	\$ 15,000.00	\$ 15,000.00		\$ -	\$ 15,000.00	1.00	\$ -
A Street - Water								
96	Hydrostatic Pressure Testing & Disinfection	\$ 6,700.00	\$ 6,700.00		\$ -	\$ 6,700.00	1.00	\$ -
A Street - Sewer								
116	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 2,530.00	\$ 2,530.00		\$ -	\$ 2,530.00	1.00	\$ -
						191,230.00		

Total This Estimate \$ -

To Finish Lump Sum Items \$ -

**Progress Estimate (A St Roadway)**

**Contractor's Application**

For (contract): CIP 2					Application Number: Pay Application #9							
Application Period: August 1, 2015 to September 22, 2015					Application Date: 3/2/2016							
A		B			C		D	E	F			G
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
2	Unclassified Excavation	2,805.00	CY	\$ 9.00	\$ 25,245.00		\$ -	3,000.00	3,000.00	27,000.00	107%	\$ (1,755.00)
3	Unclassified Borrow	149.00	CY	\$ 34.00	\$ 5,066.00		\$ -	149.00	149.00	5,066.00	100%	\$ -
5	Temporary Silt Fence	200.00	LF	\$ 4.00	\$ 800.00		\$ -	200.00	200.00	800.00	100%	\$ -
6	Temporary Fiber Log	160.00	LF	\$ 9.00	\$ 1,440.00		\$ -	160.00	160.00	1,440.00	100%	\$ -
7	Solid Slab Sodding	5,586.00	CY	\$ 5.00	\$ 27,930.00		\$ -	5,586.00	5,586.00	27,930.00	100%	\$ -
8	Watering	10.00	KGAL	\$ 250.00	\$ 2,500.00		\$ -	20.00	20.00	5,000.00	200%	\$ (2,500.00)
9	Aggregate Base Type 'A'	1,319.00	CY	\$ 45.00	\$ 59,355.00		\$ -	1,344.06	1,344.06	60,482.70	102%	\$ (1,127.70)
10a	Scarify	7,914.00	SV	\$ 4.90	\$ 38,778.60		\$ -	8,064.37	8,064.37	39,515.41	102%	\$ (736.81)
11a	Recompact	7,914.00	SY	\$ 6.40	\$ 50,649.60		\$ -	8,064.37	8,064.37	51,611.97	102%	\$ (962.37)
13	Separator Fabric	8,883.00	SY	\$ 1.50	\$ 13,324.50		\$ -	9,051.78	9,051.78	13,577.67	102%	\$ (253.17)
14	Traffic Bound Surface Course Type A	485.00	SY	\$ 175.00	\$ 84,875.00		\$ -	485.00	485.00	84,875.00	100%	\$ -
15	Tack Coat	150.00	GAL	\$ 20.00	\$ 3,000.00		\$ -	-	-	-	0%	\$ 3,000.00
16	Prime Coat	2,014.15	GAL	\$ 20.00	\$ 40,283.00		\$ -	-	-	-	0%	\$ 40,283.00
17	Superpave Type 53 (PG64-22 OK)	20.00	TON	\$ 300.00	\$ 6,000.00		\$ -	-	-	-	0%	\$ 6,000.00
18	Dowel Jointed P.C.C.P. (Placement)	7,519.00	SY	\$ 21.00	\$ 157,899.00		\$ -	7,664.75	7,664.75	160,959.75	102%	\$ (3,060.75)
19	P.C.C.P. for Pavement	1,671.00	CY	\$ 121.00	\$ 202,191.00		\$ -	1,711.79	1,711.79	207,126.59	102%	\$ (4,935.59)
20	Reinforcing Steel	10,700.00	LB	\$ 1.50	\$ 16,050.00		\$ -	10,700.00	10,700.00	16,050.00	100%	\$ -
21	Class A Concrete	100.00	CY	\$ 121.00	\$ 12,100.00		\$ -	100.00	100.00	12,100.00	100%	\$ -
22	Concrete Curb (6" Barrier-Integral)	3,289.00	LF	\$ 24.00	\$ 78,936.00		\$ -	2,938.00	2,938.00	70,512.00	89%	\$ 8,424.00
24	4" Concrete Sidewalk	1,625.00	SY	\$ 62.00	\$ 100,750.00		\$ -	1,630.00	1,630.00	101,060.00	100%	\$ (310.00)
25	6" Concrete Driveway	580.00	SY	\$ 75.00	\$ 43,500.00		\$ -	730.89	730.89	54,816.75	126%	\$ (11,316.75)
26	Tactile Warning Device (New)	560.00	SF	\$ 62.00	\$ 34,720.00		\$ -	62.00	62.00	3,844.00	11%	\$ 30,876.00
27	Manhole (4' Dia)	4.00	Ea	\$ 2,550.00	\$ 10,200.00		\$ -	4.00	4.00	10,200.00	100%	\$ -
28	Add'l Depth in MH	6.00	VF	\$ 325.00	\$ 1,950.00		\$ -	6.00	6.00	1,950.00	100%	\$ -
29	Inlet CI Des. 3 (STD)	1.00	Ea	\$ 4,900.00	\$ 4,900.00		\$ -	1.00	1.00	4,900.00	100%	\$ -
30	Inlet CI Des. 3 (B)	5.00	Ea	\$ 5,700.00	\$ 28,500.00		\$ -	5.00	5.00	28,500.00	100%	\$ -
31	Inlet CDI RCP Des. 1	1.00	Ea	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	2,500.00	100%	\$ -
32	Inlet CDI RCP Des. 5	1.00	Ea	\$ 5,800.00	\$ 5,800.00		\$ -	1.00	1.00	5,800.00	100%	\$ -
35	Inlet (SMD - Type 1)	2.00	Ea	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	2.00	5,400.00	100%	\$ -
36	Add'l Depth in Inlet CI Des. 3	12.00	VF	\$ 900.00	\$ 10,800.00		\$ -	12.00	12.00	10,800.00	100%	\$ -
39	18" RCP CL-III	230.00	LF	\$ 60.50	\$ 13,915.00		\$ -	224.00	224.00	13,552.00	97%	\$ 363.00
40	24" RCP CL-III	270.00	LF	\$ 72.00	\$ 19,440.00		\$ -	249.00	249.00	17,928.00	92%	\$ 1,512.00
41	30" RCP CL-III	185.00	LF	\$ 92.00	\$ 17,020.00		\$ -	174.00	174.00	16,008.00	94%	\$ 1,012.00
43	Removal of Concrete Pavement	7,615.00	SY	\$ 12.75	\$ 97,091.25		\$ -	7,922.00	7,922.00	101,005.50	104%	\$ (3,914.25)
44	Removal of Asphalt Pavement	1,661.00	SY	\$ 7.00	\$ 11,627.00		\$ -	1,661.00	1,661.00	11,627.00	100%	\$ -
45	Removal of Sidewalk	730.00	SY	\$ 15.00	\$ 10,950.00		\$ -	790.11	790.11	11,851.65	108%	\$ (901.65)
46	Sawing Pavement	200.00	LF	\$ 2.50	\$ 500.00		\$ -	450.00	450.00	1,125.00	225%	\$ (625.00)
47	Remove and Reconstruct Fence	496.00	LF	\$ 28.00	\$ 13,888.00	496.00	\$ 13,888.00		496.00	13,888.00	100%	\$ -
48	Remove and Reset Mailbox	3.00	Ea	\$ 450.00	\$ 1,350.00		\$ -	3.00	3.00	1,350.00	100%	\$ -
	Field Office	1.00	EA	\$ 4,100.00	\$ 4,100.00		\$ -	1.00	1.00	4,100.00	100%	\$ -
Shipping	Shipping of 16" gate valve	1.00	EA	\$ 2,000.00	\$ 2,000.00		\$ -	1.00	1.00	2,000.00	100%	\$ -
8001	B6 Manhole Adaptation	1.00	L.Sum	\$ 2,478.84	\$ 2,478.84		\$ -	1.00	1.00	2,478.84	100%	\$ -
8002	Junction Box(48"x48")	1.00	EA	\$ 8,872.79	\$ 8,872.79		\$ -	1.00	1.00	8,872.79	100%	\$ -
CO	Inlet extension A and Miami	1.00	LS	\$ 15,117.00	\$ 15,117.00	1.00	\$ 15,117.00		1.00	15,117.00	100%	\$ -
					\$ 1,293,792.58							
						</						

Progress Estimate (A St Water)

Contractor's Application

For (contract): CIP 2						Application Number:	Pay Application #9					
Application Period: August 1, 2015 to September 22, 2015						Application Date:	3/2/2016					
A			B			C	D	E	F			G
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
50	Unclassified Excavation	695.00	CY	\$ 9.00	\$ 6,255.00		\$ -	695.00	695.00	6,255.00	100%	\$ -
51	Aggregate Base Type 'A'	40.00	CY	\$ 46.00	\$ 1,840.00		\$ -	40.00	40.00	1,840.00	100%	\$ -
52	Stabilized Subgrade	115.00	SY	\$ 10.00	\$ 1,150.00		\$ -	115.00	115.00	1,150.00	100%	\$ -
53	Prime Coat	20.00	GAL	\$ 19.00	\$ 380.00		\$ -		-	-	0%	\$ 380.00
54	Superpave Type S3 (Patch) (PG64-22 OK)	35.00	TON	\$ 250.00	\$ 8,750.00		\$ -		-	-	0%	\$ 8,750.00
55	Full Depth PCC Patching (Placement Only)	45.00	SY	\$ 61.00	\$ 2,745.00		\$ -	45.00	45.00	2,745.00	100%	\$ -
56	PCCP For Pavement	10.00	CY	\$ 122.00	\$ 1,220.00		\$ -	10.00	10.00	1,220.00	100%	\$ -
57	CLSM Backfill	1.00	CY	\$ 460.00	\$ 460.00		\$ -	4.15	4.15	1,909.00	415%	\$ (1,449.00)
59	16" PVC	85.00	LF	\$ 107.00	\$ 9,095.00		\$ -	85.00	85.00	9,095.00	100%	\$ -
61	8" PVC	360.00	LF	\$ 46.00	\$ 16,560.00		\$ -	346.00	346.00	15,916.00	96%	\$ 644.00
62	6" PVC	1,340.00	LF	\$ 39.00	\$ 52,260.00		\$ -	1,377.50	1,377.50	53,722.50	103%	\$ (1,462.50)
63	16" Gate Valve	1.00	Ea	\$ 7,600.00	\$ 7,600.00		\$ -	2.00	2.00	15,200.00	200%	\$ (7,600.00)
65	8" Gate Valve	5.00	Ea	\$ 1,500.00	\$ 7,500.00		\$ -	3.00	3.00	4,500.00	60%	\$ 3,000.00
66	6" Gate Valve	21.00	Ea	\$ 1,100.00	\$ 23,100.00		\$ -	17.00	17.00	18,700.00	81%	\$ 4,400.00
68	Standard Valve Box	27.00	Ea	\$ 530.00	\$ 14,310.00		\$ -	20.00	20.00	10,600.00	74%	\$ 3,710.00
69	Fire Hydrant and Assembly	5.00	Ea	\$ 3,350.00	\$ 16,750.00		\$ -	4.00	4.00	13,400.00	80%	\$ 3,350.00
70	16" Solid Sleeve	2.00	Ea	\$ 1,365.00	\$ 2,730.00		\$ -	2.00	2.00	2,730.00	100%	\$ -
72	8" Solid Sleeve	2.00	Ea	\$ 450.00	\$ 900.00		\$ -	2.00	2.00	900.00	100%	\$ -
73	6" Solid Sleeve	8.00	Ea	\$ 330.00	\$ 2,640.00		\$ -	8.00	8.00	2,640.00	100%	\$ -
74	4" Solid Sleeve	1.00	Ea	\$ 285.00	\$ 285.00		\$ -	1.00	1.00	285.00	100%	\$ -
75	2" Solid Sleeve	1.00	Ea	\$ 360.00	\$ 360.00		\$ -	2.00	2.00	720.00	200%	\$ (360.00)
80	Service Connection (Short) 6x1	8.00	Ea	\$ 1,200.00	\$ 9,600.00		\$ -	6.00	6.00	7,200.00	75%	\$ 2,400.00
81	Service Connection (Short) 8x1	5.00	Ea	\$ 1,650.00	\$ 8,250.00		\$ -	4.00	4.00	6,600.00	80%	\$ 1,650.00
82	Service Connection (Long) 6x1	6.00	Ea	\$ 1,900.00	\$ 11,400.00		\$ -	6.00	6.00	11,400.00	100%	\$ -
83	Service Connection (Long) 8x1	3.00	Ea	\$ 1,900.00	\$ 5,700.00		\$ -	2.00	2.00	3,800.00	67%	\$ 1,900.00
84	8" 45 Fitting	8.00	Ea	\$ 465.00	\$ 3,720.00		\$ -	8.00	8.00	3,720.00	100%	\$ -
85	6" 45 Fitting	13.00	Ea	\$ 365.00	\$ 4,745.00		\$ -	28.00	28.00	10,220.00	215%	\$ (5,475.00)
86	4x2 Reducing Fitting	2.00	Ea	\$ 345.00	\$ 690.00		\$ -	2.00	2.00	690.00	100%	\$ -
87	6x4 Reducing Fitting	2.00	Ea	\$ 335.00	\$ 670.00		\$ -	2.00	2.00	670.00	100%	\$ -
88	8" Plug	2.00	Ea	\$ 285.00	\$ 570.00		\$ -	2.00	2.00	570.00	100%	\$ -
89	6" Plug	2.00	Ea	\$ 265.00	\$ 530.00		\$ -	2.00	2.00	530.00	100%	\$ -
90	16x16x8 TEE	1.00	Ea	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	2,100.00	100%	\$ -
91	8x8x8 TEE	3.00	Ea	\$ 850.00	\$ 2,550.00		\$ -	2.00	2.00	1,700.00	67%	\$ 850.00
93	8x8x6 TEE	1.00	Ea	\$ 810.00	\$ 810.00		\$ -	1.00	1.00	810.00	100%	\$ -
94	6x6x6 TEE	13.00	Ea	\$ 750.00	\$ 9,750.00		\$ -	12.00	12.00	9,000.00	92%	\$ 750.00
97	Removal of Concrete Pavement	45.00	SY	\$ 13.50	\$ 607.50		\$ -	45.00	45.00	607.50	100%	\$ -
98	Removal of Asphalt Pavement	70.00	SY	\$ 12.00	\$ 840.00		\$ -	105.00	105.00	1,260.00	150%	\$ (420.00)
					\$ 239,422.50					224,405.00		\$ 15,017.50

Total This Estimate	\$ -	To Finish Unit Price Items	\$ 15,017.50
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**Progress Estimate (A St Sewer)**

**Contractor's Application**

For (contract): CIP 2					Application Number: Pay Application #9							
Application Period: August 1, 2015 to September 22, 2015					Application Date: 3/2/2016							
A		B			C		D	E	F			G
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
100	Unclassified Excavation	1,275.00	CY	\$ 9.00	\$ 11,475.00	0.00	\$ -	1,275.00	1,275.00	11,475.00	100%	\$ -
107	Manhole (4' Dia) Standard	7.00	Ea	\$ 3,250.00	\$ 22,750.00	0.00	\$ -	7.00	7.00	22,750.00	100%	\$ -
108	Manhole (4' Dia) Shallow	1.00	Ea	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	1.00	3,000.00	100%	\$ -
109	Manhole (4' Dia) Drop	4.00	Ea	\$ 3,250.00	\$ 13,000.00	0.00	\$ -	4.00	4.00	13,000.00	100%	\$ -
110	Add'l Depth in MH	15.00	VF	\$ 330.00	\$ 4,950.00	0.00	\$ -	15.00	15.00	4,950.00	100%	\$ -
111	Video Inspection of Conduit (Pre-Const)	1,224.00	LF	\$ 2.00	\$ 2,448.00	0.00	\$ -	919.00	919.00	1,838.00	75%	\$ 610.00
112	Video Inspection of Conduit (Post-Const)	1,224.00	LF	\$ 2.00	\$ 2,448.00	0.00	\$ -	1,242.00	1,242.00	2,484.00	101%	\$ (36.00)
113	8" PVC Sewer	1,224.00	LF	\$ 29.00	\$ 35,496.00	0.00	\$ -	1,245.00	1,245.00	36,105.00	102%	\$ (609.00)
114	4" PVC Sewer Service	790.00	LF	\$ 34.00	\$ 26,860.00	0.00	\$ -	598.00	598.00	20,332.00	76%	\$ 6,528.00
115	Sewer Service Connection (8"x4")	24.00	Ea	\$ 1,025.00	\$ 24,600.00	0.00	\$ -	19.00	19.00	19,475.00	79%	\$ 5,125.00
				\$ -	\$ -					-		\$ -
				\$ -	\$ -					-		\$ -
				\$ -	\$ -					-		\$ -
				\$ -	\$ -					-		\$ -
				\$ -	\$ -					-		\$ -
					\$ 147,027.00					135,409.00		\$ 11,618.00

Total This Estimate \$ -

To Finish Unit Price Items \$ 11,618.00



# Progress Estimate (6 th St LUMP SUM BIDS)

# Contractor's Application

For (contract): CIP 2			Application Number:						
Application Period: August 1, 2015 to September 22, 2015			Application Date: 3/2/2016						
A		B	Work Completed						
ITEM		Scheduled Value	C	D	E	F		G	
Pay Item No.	Description		From Previous Application (C+D)	This Period	Materials Presently	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)	
6th Street - Roadway									
1	Clearing and Grubbing	\$ 4,500.00	\$ 4,500.00		\$ -	\$ 4,500.00	1.00	\$ -	
4	Type A Salvaged Topsoil	\$ 4,700.00	\$ 4,700.00		\$ -	\$ 4,700.00	1.00	\$ -	
42	Removal of Structures & Obstructions	\$ 10,200.00	\$ 10,200.00		\$ -	\$ 10,200.00	1.00	\$ -	
	Construction Traffic Control	\$ 22,600.00	\$ 16,950.00	\$ 5,650.00	\$ -	\$ 22,600.00	1.00	\$ -	
	Traffic Items	\$ 25,000.00		\$ 25,000.00	\$ -	\$ 25,000.00	1.00	\$ -	
	SWPPP Documentation and Management	\$ 6,500.00	\$ 6,500.00		\$ -	\$ 6,500.00	1.00	\$ -	
	Mobilization	\$ 14,250.00	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00	1.00	\$ -	
	Construction Staking Level II	\$ 12,500.00	\$ 12,500.00		\$ -	\$ 12,500.00	1.00	\$ -	
A Street - Water									
96	Hydrostatic Pressure Testing & Disinfection	\$ 6,100.00	\$ 6,100.00		\$ -	\$ 6,100.00	1.00	\$ -	
A Street - Sewer									
116	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 1,375.00	\$ 1,375.00		\$ -	\$ 1,375.00	1.00	\$ -	
						107,725.00			

Total This Estimate \$ 30,650.00

To Finish Lump Sum Items \$ -

**Progress Estimate (6th St Roadway)**

**Contractor's Application**

For (contract): CIP 2					Application Number: Pay Application #9							
Application Period: August 1, 2015 to September 22, 2015					Application Date: 3/2/2016							
A					B	C	D	E	F			G
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
2	Unclassified Excavation	1,571.00	CY	\$ 9.00	\$ 14,139.00		\$ -	2,222.00	2,222.00	\$ 19,998.00	141%	\$ (5,859.00)
3	Unclassified Borrow	129.00	CY	\$ 34.00	\$ 4,386.00		\$ -	129.00	129.00	4,386.00	100%	\$ -
5	Temporary Silt Fence	200.00	LF	\$ 4.00	\$ 800.00		\$ -	200.00	200.00	800.00	100%	\$ -
6	Temporary Fiber Log	96.00	LF	\$ 9.00	\$ 864.00		\$ -	96.00	96.00	864.00	100%	\$ -
7	Solid Slab Sodding	1,885.00	SY	\$ 5.00	\$ 9,425.00		\$ -	1,885.00	1,885.00	9,425.00	100%	\$ -
8	Watering	4.00	KGAL	\$ 250.00	\$ 1,000.00		\$ -	4.00	4.00	1,000.00	100%	\$ -
9	Aggregate Base Type 'A'	692.00	CY	\$ 45.00	\$ 31,140.00		\$ -	946.26	946.26	42,581.70	137%	\$ (11,441.70)
10	Lime		Ton	\$ 280.00	\$ -		\$ -		-	-	#DIV/0!	\$ -
10A	Scarify	4,150.00	SY	\$ 4.90	\$ 20,335.00		\$ -	4,980.00	4,980.00	24,402.00	120%	\$ (4,067.00)
10B	Recompact	4,150.00	SY	\$ 6.40	\$ 26,560.00		\$ -	4,980.00	4,980.00	31,872.00	120%	\$ (5,312.00)
11	Lime Stabilized Subgrade		SY	\$ -	\$ -		\$ -		-	-	#DIV/0!	\$ -
13	Separator Fabric	4,650.00	SY	\$ 1.50	\$ 6,975.00		\$ -	5,580.00	5,580.00	8,370.00	120%	\$ (1,395.00)
14	Traffic Bound Surface Course Type A	175.00	Ton	\$ 175.00	\$ 30,625.00		\$ -	175.00	175.00	30,625.00	100%	\$ -
15	Tack Coat	75.00	GAL	\$ 19.00	\$ 1,425.00		\$ -	75.00	75.00	1,425.00	100%	\$ -
16	Prime Coat	1,455.00	GAL	\$ 20.00	\$ 29,100.00		\$ -	1,455.00	1,455.00	29,100.00	100%	\$ -
17	Superpave Type 53 (PG64-22 OK)	10.00	TON	\$ 225.00	\$ 2,250.00		\$ -	10.00	10.00	2,250.00	100%	\$ -
18	Dowel Jointed P.C.C.P. (Placement)	3,808.00	SY	\$ 21.00	\$ 79,968.00		\$ -	4,569.03	4,569.03	95,949.63	120%	\$ (15,981.63)
19	P.C.C.P. for Pavement	847.00	CY	\$ 121.00	\$ 102,487.00		\$ -	1,020.42	1,020.42	123,470.82	120%	\$ (20,983.82)
21	Class A Concrete For Small Structures	5.00	CY	\$ 121.00	\$ 605.00		\$ -	5.00	5.00	605.00	100%	\$ -
22	Concrete Curb (6" Barrier-Integral)	1,775.00	LF	\$ 24.00	\$ 42,600.00		\$ -	1,735.00	1,735.00	41,640.00	98%	\$ 960.00
23	Concrete Header Curb (6x16)	120.00	LF	\$ 40.00	\$ 4,800.00		\$ -	120.00	120.00	4,800.00	100%	\$ -
24	4" Concrete Sidewalk	1,128.81	SY	\$ 62.00	\$ 69,986.00		\$ -	1,012.78	1,012.78	62,792.36	90%	\$ 7,193.64
25	6" Concrete Driveway	120.00	SY	\$ 75.00	\$ 9,000.00		\$ -	97.00	97.00	7,275.00	81%	\$ 1,725.00
26	Tactile Warning Device (New)	240.00	SF	\$ 62.00	\$ 14,880.00		\$ -	80.00	80.00	4,960.00	33%	\$ 9,920.00
27	Manhole (4' Dia)	2.00	Ea	\$ 2,550.00	\$ 5,100.00		\$ -	3.00	3.00	7,650.00	150%	\$ (2,550.00)
29	Inlet CI Des. 3 (STD)	1.00	Ea	\$ 4,900.00	\$ 4,900.00		\$ -	1.00	1.00	4,900.00	100%	\$ -
30	Inlet CI Des. 3 (B)	1.00	Ea	\$ 5,650.00	\$ 5,650.00		\$ -	1.00	1.00	5,650.00	100%	\$ -
33	Inlet w/Large Jct. Box, CI Des. 3 (STD)	1.00	Ea	\$ 9,250.00	\$ 9,250.00		\$ -	1.00	1.00	9,250.00	100%	\$ -
34	Inlet w/Large Jct. Box, CI Des. 3 (B)	1.00	Ea	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	1.00	10,000.00	100%	\$ -
35	Inlet (SMD - Type 1)	1.00	Ea	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	1.00	3,000.00	100%	\$ -
36	Add'l Depth in Inlet CI Des. 3	4.00	VF	\$ 930.00	\$ 3,720.00		\$ -	4.00	4.00	3,720.00	100%	\$ -
37	Add'l Depth in Inlet w/LB, CI Des. 3 (STD)	2.00	VF	\$ 1,230.00	\$ 2,460.00		\$ -	2.00	2.00	2,460.00	100%	\$ -
38	Add'l Depth in Inlet w/LB, CI Des. 3 (B)	3.00	VF	\$ 1,230.00	\$ 3,690.00		\$ -	3.00	3.00	3,690.00	100%	\$ -
39	18" RCP CL-III	475.00	LF	\$ 60.50	\$ 28,737.50		\$ -	475.00	475.00	28,737.50	100%	\$ -
43	Removal of Concrete Pavement	3,836.00	SY	\$ 13.00	\$ 49,868.00		\$ -	3,965.43	3,965.43	51,550.59	103%	\$ (1,682.59)
44	Removal of Asphalt Pavement	61.00	SY	\$ 7.00	\$ 427.00		\$ -	293.00	293.00	2,051.00	480%	\$ (1,624.00)
45	Removal of Sidewalk	602.00	SY	\$ 15.00	\$ 9,030.00		\$ -	602.00	602.00	9,030.00	100%	\$ -
46	Sawing Pavement	133.00	LF	\$ 2.50	\$ 332.50		\$ -	153.00	153.00	382.50	115%	\$ (50.00)
47	Remove and Reconstruct Fence	312.00	LF	\$ 28.00	\$ 8,736.00		\$ -	312.00	312.00	8,736.00	100%	\$ -
	Field Office	1.00	EA	\$ 4,100.00	\$ 4,100.00		\$ -	1.00	1.00	4,100.00	100%	\$ -
			LS		\$ -				-	-	#DIV/0!	\$ -
CO	ECMP Pipe, 2 12" 45, Core Drill Manhole	1.00	LS	\$ 9,066.23	\$ 9,066.23	1.00	\$ 9,066.23		1.00	9,066.23	100%	\$ -
CO	Inlet and 6" PVC Pipe	1.00	LS	\$ 8,983.47	\$ 8,983.47	1.00	\$ 8,983.47		1.00	8,983.47	100%	\$ -
					\$ 670,400.70					721,548.80	\$ (51,148.10)	

Progress Estimate (6th St Water)

Contractor's Application

For (contract): CIP 2						Application Number:		Pay Application #9				
Application Period: August 1, 2015 to September 22, 2015						Application Date:		3/2/2016				
A					B		C	D	E	F		G
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
50	Unclassified Excavation	460.00	CY	\$ 9.00	\$ 4,140.00		\$ -	460.00	460.00	4,140.00	100%	\$ -
57	CLSM Backfill	1.00	CY	\$ 460.00	\$ 460.00		\$ -	1.00	1.00	460.00	100%	\$ -
59	12" PVC	80.00	LF	\$ 77.00	\$ 6,160.00		\$ -	120.00	120.00	9,240.00	150%	\$ (3,080.00)
61	6" PVC	1,040.00	LF	\$ 39.00	\$ 40,560.00		\$ -	1,040.00	1,040.00	40,560.00	100%	\$ -
63	12" Gate Valve	2.00	Ea	\$ 3,250.00	\$ 6,500.00		\$ -	2.00	2.00	6,500.00	100%	\$ -
65	6" Gate Valve	14.00	Ea	\$ 1,100.00	\$ 15,400.00		\$ -	12.00	12.00	13,200.00	86%	\$ 2,200.00
66	4" Gate Valve	1.00	Ea	\$ 865.00	\$ 865.00		\$ -	1.00	1.00	865.00	100%	\$ -
67	Standard Valve Box	17.00	Ea	\$ 530.00	\$ 9,010.00		\$ -	15.00	15.00	7,950.00	88%	\$ 1,060.00
68	Fire Hydrant and Assembly	3.00	Ea	\$ 3,250.00	\$ 9,750.00		\$ -	3.00	3.00	9,750.00	100%	\$ -
70	12" Solid Sleeve	2.00	Ea	\$ 955.00	\$ 1,910.00		\$ -	2.00	2.00	1,910.00	100%	\$ -
72	6" Solid Sleeve	3.00	Ea	\$ 330.00	\$ 990.00		\$ -	3.00	3.00	990.00	100%	\$ -
75	1 1/2" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00		\$ -		-	-	0%	\$ 250.00
76	1 1/4" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00		\$ -		-	-	0%	\$ 250.00
77	2" x 1 1/2" Sleeve Adapter	1.00	Ea	\$ 325.00	\$ 325.00		\$ -		-	-	0%	\$ 325.00
78	2" x 1 1/4" Sleeve Adapter	1.00	Ea	\$ 320.00	\$ 320.00		\$ -		-	-	0%	\$ 320.00
79	Service Connection (Short) 6x1	3.00	Ea	\$ 1,700.00	\$ 5,100.00		\$ -	1.00	1.00	1,700.00	33%	\$ 3,400.00
80	Service Connection (Short) 6x2	1.00	Ea	\$ 1,900.00	\$ 1,900.00		\$ -		-	-	0%	\$ 1,900.00
81	Service Connection (Long) 6x1	3.00	Ea	\$ 1,900.00	\$ 5,700.00		\$ -	2.00	2.00	3,800.00	67%	\$ 1,900.00
85	6" 45 Fitting	4.00	Ea	\$ 360.00	\$ 1,440.00		\$ -	15.00	15.00	5,400.00	375%	\$ (3,960.00)
86	4x2 Reducing Fitting	2.00	Ea	\$ 350.00	\$ 700.00		\$ -	1.00	1.00	350.00	50%	\$ 350.00
87	6x4 Reducing Fitting	1.00	Ea	\$ 335.00	\$ 335.00		\$ -	1.00	1.00	335.00	100%	\$ -
91	12x12x6 TEE	1.00	Ea	\$ 1,600.00	\$ 1,600.00		\$ -	1.00	1.00	1,600.00	100%	\$ -
94	6x6x6 TEE	7.00	Ea	\$ 750.00	\$ 5,250.00		\$ -	7.00	7.00	5,250.00	100%	\$ -
95	6x6x4 TEE	1.00	Ea	\$ 730.00	\$ 730.00		\$ -	1.00	1.00	730.00	100%	\$ -
					\$ 119,645.00					114,730.00	\$ 4,915.00	

Total This Estimate	\$ -
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To Finish Unit Price Items	\$ 4,915.00
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**Progress Estimate (6th St Sewer)**

**Contractor's Application**

For (contract): CIP 2					Application Number: Pay Application #9							
Application Period: August 1, 2015 to September 22, 2015					Application Date: 3/2/2016							
A		B			C		D	E	F		G	
ITEM		Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description											
100	Unclassified Excavation	710.00	CY	\$ 9.00	\$ 6,390.00		\$ -	710.00	710.00	6,390.00	100%	\$ -
101	Aggregate Base Type A	85.00	CY	\$ 45.00	\$ 3,825.00		\$ -	85.00	85.00	3,825.00	100%	\$ -
102	Stabilized Subgrade	250.00	SY	\$ 6.50	\$ 1,625.00		\$ -	250.00	250.00	1,625.00	100%	\$ -
103	Full Depth PCC Patching (Placement Only)	250.00	SY	\$ 44.00	\$ 11,000.00		\$ -	250.00	250.00	11,000.00	100%	\$ -
104	PCCP for Pavement	60.00	CY	\$ 121.00	\$ 7,260.00		\$ -	60.00	60.00	7,260.00	100%	\$ -
105	Concrete Curb (6" Barrier - Integral)	150.00	LF	\$ 23.50	\$ 3,525.00		\$ -	150.00	150.00	3,525.00	100%	\$ -
106	4" Concrete Sidewalk	65.00	SY	\$ 58.00	\$ 3,770.00		\$ -	65.00	65.00	3,770.00	100%	\$ -
107	Manhole (4' Dia) Standard	2.00	Ea	\$ 3,200.00	\$ 6,400.00		\$ -	4.00	4.00	12,800.00	200%	\$ (6,400.00)
109	Manhole (4' Dia) Drop	6.00	Ea	\$ 3,200.00	\$ 19,200.00		\$ -	4.00	4.00	12,800.00	67%	\$ 6,400.00
110	Add'l Depth in MH	25.00	VF	\$ 330.00	\$ 8,250.00		\$ -	25.00	25.00	8,250.00	100%	\$ -
111	Video Inspection of Conduit (Pre-Const)	817.00	LF	\$ 2.00	\$ 1,634.00		\$ -	817.00	817.00	1,634.00	100%	\$ -
112	Video Inspection of Conduit (Post-Const)	817.00	LF	\$ 2.00	\$ 1,634.00		\$ -	817.00	817.00	1,634.00	100%	\$ -
113	8" PVC Sewer	817.00	LF	\$ 33.00	\$ 26,961.00		\$ -	841.00	841.00	27,753.00	103%	\$ (792.00)
114	4" PVC Sewer Service	275.00	LF	\$ 52.00	\$ 14,300.00		\$ -	130.00	130.00	6,760.00	47%	\$ 7,540.00
115	Sewer Service Connection	11.00	Ea	\$ 1,300.00	\$ 14,300.00		\$ -	5.00	5.00	6,500.00	45%	\$ 7,800.00
117	Removal of Concrete Pavement	250.00	SY	\$ 13.00	\$ 3,250.00		\$ -	250.00	250.00	3,250.00	100%	\$ -
118	Removal of Sidewalk	65.00	SY	\$ 15.00	\$ 975.00		\$ -	65.00	65.00	975.00	100%	\$ -
119	Sawing Pavement - 6"	200.00	LF	\$ 2.50	\$ 500.00		\$ -	200.00	200.00	500.00	100%	\$ -
					\$ 134,799.00					120,251.00		
										\$	14,548.00	

Total This Estimate \$ -

To Finish Unit Price Items \$ 14,548.00



# McAlester City Council

## AGENDA REPORT

Meeting Date: March 8, 2016 Item Number: 9  
Department: \_\_\_\_\_  
Prepared By: Peter Stasiak, City Manager Account Code: \_\_\_\_\_  
Date Prepared: March 1, 2016 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Submission, and Presentation of the 5-Year Capital Improvements Plan for FY 2016/17-2020/21.

### Recommendation

Presentation.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u>PJS by STH</u>	



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To: Honorable Mayor and City Council Members

From: Peter Stasiak, City Manager

Date: March 8, 2016

RE: Proposed Capital Program for Fiscal Years 2016/2017 – 2020/2021

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Attached for your review is the proposed Fiscal Years 2016/2017 – 2020/2021 Capital Program outlining the City's infrastructure and related needs. The proposed Capital Program totals \$28,939,708 for the five year period.

The proposed Capital Program for Fiscal Year 2016-2017 totals \$7,489,315, which is subject to City Council approval. Although \$7,489,315 will not be available for funding, a large portion of this money has the potential to come from other sources as outlined in the summary sheet. The subsequent year expenditures are provided for planning purposes and are not a commitment of funds.

The Capital Program is a result of the Department Directors and Supervisors. Their direct input into the needs of the City of McAlester is the nucleus of this report. I sincerely appreciate the thought and time these individuals put into developing this capital Program.

Sincerely,

A handwritten signature in blue ink that reads 'Peter Stasiak'.

Peter Stasiak  
City Manager

Cc: Audit and Finance Advisory Committee  
Department Heads



To: Mayor & Council  
From: Peter Stasiak  
Date: March 8, 2016

RE: Capital Budget Priorities 2016-2017

The following Capital Budget items were discussed as being priority items for funding for the budget year 2016-2017. Staff has categorized each item as to the Departments importance.

**Public Works Department:**

- |   |           |
|---|-----------|
| 1. Street Pavement Preservation               | \$500,000 |
| 2. Stormwater Construction                    | 585,000   |
| 3. Repair of Concrete Lined Channels & Canals | 165,000   |
| 4. Street Sweeper                             | 250,000   |
| 5. Fork Lift                                  | 25,000    |

**Total Public Works**

**\$1,525,000**

**Public Utilities Department:**

- |   |           |
|---|-----------|
| 1. MCC Controls                           | \$328,000 |
| 2. Lagoon Cleaning                        | 600,000   |
| 3. Automated Meter Infrastructure Program | 1,000,000 |
| 4. THM Compliance                         | 200,000   |
| 5. Lift Station at UPS                    | 75,000    |

**Total Public Utilities**

**\$2,203,000**

**Community Services Department:**

- |                                      |          |
|--------------------------------------|----------|
| 1. Roof Replacement (Stipe Center)   | \$56,000 |
| 2. Skid Steer & 18' Aluminum Trailer | 70,000   |
| 3. Scoreboard (Softball Complex)     | 18,000   |
| 4. Tables & Chairs (EXPO)            | 10,000   |
| 5. Truck (EXPO)                      | 40,000   |

**Total Community Services**

**\$194,000**

**Fire Department:**

- |                       |          |
|-----------------------|----------|
| 1. EKG Monitor        | \$50,000 |
| 2. SCBA Packs         | 30,000   |
| 3. Wildland Gear      | 16,500   |
| 4. Bunker Gear        | 10,000   |
| 5. Fire Chief Vehicle | 55,000   |

**Total Fire**

**\$161,500**

**Police Department:**

1. Toughbooks	\$180,000
2. Police Vehicles (6)	252,000
3. Bullet Proof Vests	21,000
4. Automated Ticket Writing	106,250
5. Truck Animal Control	10,000

**Total Police****\$585,250****Administration/Finance Department**

1. Incode Server	\$30,000
2. Truck (Meter Readers 2)	45,000
3. Replace, Upgrade Workstations	20,000
4. Document Management System	30,000

**Total Administration/Finance****\$125,000****Community & Economic Development Department:**

1. Pickup (Building Inspector)	\$24,570
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**Total Community & Economic Development****\$24,570****Total Capital Priorities By Department****\$4,818,320**



The McAlester Airport Authority met in Regular session on Tuesday February 23, 2016, at 6:00 P.M. after proper notice and agenda was posted February 18, 2016.

Present: Weldon Smith, Robert Karr, Jason Barnett, John Titsworth, Travis Read, Buddy Garvin & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the February 9, 2016, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 17, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$3,715.15.
- Confirm action taken on City Council Agenda Item D, to amend and approve the contract for legal services between the City of McAlester, Oklahoma and Ervin & Ervin, Attorneys at Law, L.L.P.. (*Peter Stasiak, City Manager*)

There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Read, Karr, Garvin, Barnett, Titsworth, & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Karr, Barnett, Garvin, Read, Titsworth & Chairman Harrison  
NAY: None

Chairman Steve Harrison declared the motion carried.

ATTEST:

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Steve Harrison, Chairman

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Karen Boatright, Deputy Secretary

The McAlester Public Works Authority met in Regular session on Tuesday February 23, 2016, at 6:00 P.M. after proper notice and agenda was posted February 19, 2016.

Present: Weldon Smith, Robert Karr, Jason Barnett, John Titsworth, Travis Read, Buddy Garvin & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Garvin and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the February 9, 2016, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending February 17, 2016. (*Toni Ervin, Chief Financial Officer*) in the amount of \$208,564.30.
- Confirm action taken on City Council Agenda Item C, authorization of payment to Weddle Signs, Invoice 68048, in the amount of \$5,225.00, for the installation of one LED Marquee sign in front of Puterbaugh School and the installation of one double poled sign in front of Will Rodgers School, related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2014 Project Account. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item D, to amend and approve the contract for legal services between the City of McAlester, Oklahoma and Ervin & Ervin, Attorneys at Law, L.L.P.. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item E, authorization for the Mayor to sign the signed Pliant Wholesale Water Purchase Contract. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 1, acceptance of the Utility Easement as more particularly described on the attached survey. (*Peter Stasiak, City Manager*)
- Confirm action taken on City Council Agenda Item 3, acceptance of the Change Order from Katcon, Inc. for eleven (11) weather days only. There is no increase or decrease in the contract price. (*Peter Stasiak, City Manager*)

There was no discussion, and the vote was taken as follows:

AYE: Trustees Smith, Karr, Barnett, Titsworth, Garvin, Read & Chairman Harrison.  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Garvin moved for the meeting to be adjourned, and the motion was seconded by Mr. Read. There was no discussion and the vote was taken as follows:

AYE: Trustees Smith, Karr, Barnett, Titsworth, Garvin, Read & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Karen Boatright, Deputy Secretary