

**CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
AGENDA FOR SPECIAL MEETING**

Kyle Arthur, General Manager

**TUESDAY, MARCH 23, 2021
5:00 P.M.**

A copy of this notice of meeting and agenda has been posted in a prominent location at the offices of the Central Oklahoma Master Conservancy District, 12500 Alameda Drive, Norman, Oklahoma, and posted on the Central Oklahoma Master Conservancy District website, COMCD.NET, on March 19, 2021, at 10:30 AM.

THIS MEETING WILL BE CONDUCTED BY VIDEOCONFERENCE AND TELECONFERENCE. IF YOU ARE NEW TO THE "GO TO MEETING" APP, PLEASE INSTALL BEFORE START TIME.

VIDEOCONFERENCE: TO JOIN THE MEETING USING A COMPUTER, SMARTPHONE, OR TABLET, GO TO [HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/568729629](https://global.gotomeeting.com/join/568729629)
MEETING ACCESS CODE: 568-729-629.

TELECONFERENCE: TO LISTEN TO THE MEETING USING A TELEPHONE, CALL 1-866-899-4679
ENTER ACCESS CODE: 568-729-629.

AGENDA AND SUPPORTING DOCUMENTS CAN BE FOUND ON WEBSITE: COMCD.NET

A. CALL TO ORDER AND ROLL CALL

B. STATEMENT OF COMPLIANCE WITH OPEN MEETING ACT

C. ADMINSTRATIVE: INTRODUCTION OF ALL GUESTS

D. ACTION: PURSUANT TO 82 OKLA. STATUTES 541 (D) (10), THE BOARD OF DIRECTORS SHALL PERFORM OFFICIAL ACTIONS BY RESOLUTION AND ALL OFFICIAL ACTIONS INCLUDING FINAL PASSAGE AND ENACTMENT OF ALL RESOLUTIONS MUST BE APPROVED BY A MAJORITY OF THE DIRECTORS PRESENT, A QUORUM BEING PRESENT, AT A REGULAR OR SPECIAL MEETING.

1. DISCUSSION, CONSIDERATION AND POSSIBLE VOTE TO APPROVE AND AWARD CONTRACT WITH ELECTRICAL SOLUTIONS OF OKLAHOMA, INC. FOR PLANT BACKUP GENERATOR REPLACEMENT

E. ADJOURN

BOARD MEMBER ATTENDANCE METHOD: VIDEOCONFERENCE : AMANDA NAIRN, CASEY HURT, MICHAEL DEAN, ROGER FRECH, JANN KNOTTS, KEVIN ANDERS, WILLIAM JANACEK

CONTRACT FOR PLANT BACKUP GENERATOR REPLACEMENT

THIS CONTRACT is entered into on this 23rd day of March, 2021, by and between the Electrical Solutions of Oklahoma, Inc., herein ESO, and the Central Oklahoma Master Conservancy District, herein COMCD.

A. GENERATOR REPLACEMENT AND APPURTENANCES WORK BY ESO – For the total bid amount of Five-hundred ten thousand and two hundred thirteen Dollars and 88 Cents (\$510,213.88). ESO will replace the existing standby emergency generator by providing the following work and services:

1. ESO will perform all necessary work, including but not limited to offloading from factory shipment, to install three (3) new C18 non-road (stationary) 600 eKW standby generator sets manufactured by Caterpillar, Inc., with specifications as described in the Warren Cat Power Systems Division information material (“Warren Cat information”) submitted with the ESO bid. The Warren Cat information is incorporated by reference into this contract. The generator sets will be installed in parallel with the capability to add additional generator sets in the future.
2. Each of the three C18 generator sets will be installed with the 24-hour, 1,000 gallon dual-wall fuel tank sub-base and all the other items of equipment described on page 1 of the Warren Cat information.
3. The existing 750 KW generator will be used for temporary back-up during the new generator set installation after disconnecting from electrical components and relocation to the adjacent paved area and reconnection to the transfer switch.
4. Remove existing generator concrete pad and underground conduits.
5. Install new underground conduits with copper feeder conductors as needed for output of the new generator sets.
6. All necessary dirt work and construction of new concrete pads for the new generator sets.
7. Make all connections necessary to the existing 3,000 amp automatic transfer switch.
8. Perform testing of all electrical connections and downstream electrical systems to confirm proper operation of new generator sets.
9. Coordinate with Warren Cat representatives to schedule factory startup inspection and conduct site load test.
10. After completion of factory startup inspection and satisfactory site load test of the three new 600 eKW generator sets, ESO will take possession of the existing 750KW generator and will disconnect and remove it from COMCD site. At the time of taking possession by ESO, the existing generator will be in good working condition, provided, however, COMCD will not be responsible for any damage to the existing generator caused by ESO before or after ESO takes possession.

B. COMCD OBLIGATIONS AND INVOICE PAYMENTS

1. Provide diesel fuel as necessary for temporary back-up generator capacity after relocation.

2. Promptly process invoice for generator sets submitted by ESO immediately after delivery of generator sets from Caterpillar. The generator sets delivered will be subject to inspection and acceptance by the COMCD representative before payment will be approved.
3. Promptly process proper and accurate monthly invoices submitted by ESO as approved by COMCD. The invoices shall include a description of work performed during the previous month for which payment is requested. COMCD reserves the right to review invoices and to reject inaccurate invoices or invoiced amounts for items that are not approved as part of the bid award.
4. Have COMCD representative available to coordinate on-site work activities with ESO.

C. PROJECT COORDINATION AND SCHEDULE – ESO representative will coordinate with COMCD representative for on-site access to perform work pursuant to this contract. The following is a general schedule of work to be performed for a total project work duration of 13 weeks after contract approval:

1. Promptly after COMCD approval of the bid award and contract, ESO will order the generator sets from Warren Cat, with an estimated delivery time of nine to 10 weeks.
2. In the period before delivery of the generator sets, ESO will perform work to relocate the existing generator, reconnect and test to confirm use as a temporary standby back-up power source.
3. After generator sets are delivered and offloaded, the time period for electrical connection and testing work is estimated at three (3) weeks.

D. OTHER TERMS AND CONDITIONS

1. **Performance Bond** - Pursuant to Conservancy District Act, in Title 82 Oklahoma Statutes, Section 569, ESO will provide a performance bond with ample security in the amount of Five-hundred ten thousand and two hundred thirteen Dollars and 88 Cents (\$510,213.88) conditioned on carrying out the contract to completion. The bond shall be filed with the secretary of the COMCD.
2. **Workers Compensation Insurance** - ESO shall provide a copy of a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act. ESO agrees that none of its officers or employees, subcontractors or independent contractors with whom ESO engages to conduct work under this contract are or will become employees of the COMCD. ESO agrees to indemnify and hold COMCD harmless for any and all claims made by any ESO officers, employees, subcontractors or independent contractors for injuries and damages relating to or arising from performance under this contract.
3. **Choice of Law** - Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma.
4. **Choice of Venue** - Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Cleveland County, Oklahoma.
5. **No Value Engineering incentive payment** - The ESO bid is not and will not be considered a "Value Engineering" bid or proposal and the COMCD is not obligated and will not provide any incentive or other compensation to ESO, whether based on a

percentage of the bid amount difference between the single 1750 KW generator set and the three 600 KW generator sets or other calculation.

6. **Audit and Records** - As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract, ESO agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract. ESO is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
7. **Insurance** – In addition to Workers Compensation Insurance (see paragraph D.2 above), ESO shall obtain and retain automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. ESO will renew the policies in a timely manner to be carried pursuant to this section throughout the term of the Contract and shall provide the COMCD with evidence of such insurance and renewals. Should ESO not be able to supply evidence of such insurance and renewals, ESO will be considered in breach of the Contract and the Contract may be immediately terminated.
8. **Compliance with Applicable Laws** - The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and ESO shall maintain all applicable licenses and permit requirements. Upon request, ESO shall provide to COMCD copies of such licenses and permits.
9. **Gratuities** - The right of ESO to perform under this Contract may be terminated by written notice if COMCD determines that ESO, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of COMCD.
10. **Travel Expense** - No reimbursable travel is contemplated under the terms of this contract.
11. **Oral Agreements** - No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the contract must be made in writing by COMCD and signed by the President of the Board of Directors.
12. **Non-Collusion** – By executing this contract, Jimmy Robertson, II, for himself and on behalf of ESO, makes and approves the following non-collusion statement:
 - (a) I am the duly authorized agent of ESO for the purpose of certifying the facts pertaining to the existence of collusion between ESO and COMCD officials or employees, as well as facts pertaining to the giving or offering of things of value to COMCD personnel in return for special consideration in the letting of any contract;
 - (b) I am fully aware of the facts and circumstances surrounding the making of this contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such contract; and

- (c) Neither ESO nor anyone subject to the ESO's direction or control has been a party:
 - (i) to any collusion among potential bidders in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting bidder contract information,
 - (ii) to any collusion with any COMCD official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - (iii) in any discussions between the ESO and any COMCD official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- (d) I certify that neither ESO nor anyone subject to ESO's direction or control has paid, given or donated or agreed to pay, give or donate to any COMCD officer or employee any money or other thing of value, either directly or indirectly, in procuring this contract herein.

13. **Termination of Contract** - ESO may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from COMCD. COMCD may terminate the Contract for default or any other just cause upon a 30-day written notification to ESO. COMCD may terminate the Contract immediately, without a 30-day written notice to ESO when violations are found to be an impediment to the function of COMCD and detrimental to its cause, when conditions preclude the 30-day notice, or when COMCD determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, COMCD shall be liable only for payment for products and/or services delivered and accepted.

14. **Notices and Contract Coordination** – Notices and contacts for coordination between ESO and COMCD will be as follows:

For ESO -

Jimmy D. Robertson, II
 jim@electricalsolutionsok.com
 P.O. Box 10948
 Midwest City, OK 73140-1948
 Cell: (405) 794-0200

For COMCD -

Tim Carr
 tcarr@comcd.net
 12500 Alameda Drive
 Norman, Oklahoma 73026
 Cell: (405)-520-4416

15. **Entire Agreement** - This contract, which includes ESO's bid document and attachments, the Notice of Award, and this contract document, constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts (whether written or oral) of the parties relating to the work to be performed.

APPROVED:

Central Oklahoma Master Conservancy District

Amanda Nairn, President Date

APPROVED:

Electrical Solutions of Oklahoma, Inc.

Jimmy D. Robertson, II, President Date

RESOLUTION
OF
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
REGARDING CONTRACT FOR PLANT BACKUP GENERATOR REPLACEMENT

WHEREAS, a quorum of the Board of Directors of the Central Oklahoma Master Conservancy District met in a special meeting, discussed and considered approval of a contract for replacement of the standby backup generator.

WHEREAS, before submitting a draft contract to the Board for consideration, staff of the District prepared and published a Solicitation for Bid for replacement of the standby backup generator and prepared a bid solicitation packet with detailed specifications to be provided to prospective bidders.

WHEREAS, a mandatory pre-bid conference was conducted at the District's pumping facilities by staff of the District to provide an opportunity for any prospective bidders to attend to view the existing standby backup generator and appurtenances and to ask questions of staff about requirements and specifications for the standby backup generator replacement.

WHEREAS, two bids were received and evaluated by District staff which resulted in a recommendation to award and approve a contract with Electrical Solutions of Oklahoma, Inc.

IT IS HEREBY RESOLVED that a contract for replacement of the plant backup generator should be approved and awarded to Electrical Solutions of Oklahoma, Inc., with terms and conditions as set forth in the contract, which contract shall be executed by a proper officer of Electrical Solutions of Oklahoma, Inc. and proper officers of the District.

APPROVED by a majority of Board members in special meeting on this 23rd day of March, 2021.

Amanda Nairn, President