



**REGULAR MEETING OF THE  
BARTLESVILLE CITY COUNCIL**

**Monday, March 3, 2025**

**5:30 p.m.**

**James S. Curd, Jr., Mayor**

**918-338-4282**

City Hall, Council Chambers  
401 S. Johnstone Avenue  
Bartlesville, OK 74003

**ADDENDUM TO THE AGENDA**

**1. Addendum to Agenda Item 7. Consent Docket**

**d. Approval of Agreements, Contracts, Engagement Letters, Leases, MOU's, and Proposals.**

- v. Short form contract with Safe Slide Restoration to recondition the fiberglass water slides at Frontier Pool, in the amount of \$49,921.00.

The Addendum to Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 1:00 p.m. on Friday, February 28, 2025.

Jason Muninger

Jason Muninger, City Clerk/CFO

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

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Cable Viewing on Sparklight: Channel 56

Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): all discussion items are subject to possible action by the City Council. Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the City Council may refer the matter to the City Manager, Staff or City Attorney, or back to a committee or other recommending body. Under certain circumstance, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

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**I. SUBJECT, ATTACHMENTS, AND BACKGROUND**

Approve short form contract with Safe Slide Restoration to recondition the fiberglass water slides at Frontier Pool.

Attachments:

Short Form Contract and Contractor Quotes

**II. STAFF COMMENTS AND ANALYSIS**

One of the City Council-approved projects included in the Reserve Fund for the FY 24-25 capital budget was to recondition the water slides at Frontier Pool. The water slides are fiberglass which requires periodic reconditioning to prolong the life of the slides, improve aesthetics, and also to protect users of the slides from rough surfaces. The slides were constructed in 2010 and while city staff have complete yearly touchup work on the slides, they are in need of reconditioning. Staff reached out to contractors who specialize in this type of work and have secured three (3) written quotes to repair and gel coat the slide interiors and to clean and paint the slide exteriors. The quotes for the work are as follows:

Safe Slide Restoration	\$49,921.00
Amusement Restoration Companies	\$54,810.00
Advanced Pool and Home	\$64,985.00

Safe Slide Restoration provided two options in their quote. Option A did not include gel coating the interior of the slides which was not desired. Option B included the gel coating and is reflected in the price above. Work will be completed on this project in early May, 2025 in advance of opening the swimming pools in mid-May.

**III. BUDGET IMPACT**

The original budget for this project approved for the FY 24-25 capital budget was \$65,000.00, funded through the Capital Reserve Fund. The low quote of \$49,921.00 from Safe Slide Restoration is \$15,079.00 under the available budget. There will be no impact to the budget other than what was planned for the current fiscal year.

**IV. RECOMMENDED ACTION**

Staff recommends awarding the short form contract to recondition the water slides at Frontier Pool to Safe Slide Restoration, for Option B of their proposal in the amount of \$49,921.00.

**CITY OF BARTLESVILLE**  
**SHORT FORM CONSTRUCTION CONTRACT**

In a THIS AGREEMENT, made this 3<sup>rd</sup> day of March, 2025, by and between Safe Slide Restoration hereinafter called "Contractor", and the City of Bartlesville, Oklahoma, hereinafter called "City".

WITNESSETH, that the Contractor and the City, for considerations hereinafter named, agree as follows:

1. SCOPE OF WORK. The contractor shall provide all material, equipment, and labor necessary to repair fiberglass, gel coat and polish/wax interiors of both water slides, and wash, prime and paint exterior of both water slides; all work completed at Frontier Pool. All work shall be completed as outlined in "Option B" in the proposal provided by the Contractor and dated January 17<sup>th</sup>, 2025 and included with this contract.
2. TIME OF COMPLETION. The work shall be completed by May 9, 2025.
3. CONTRACT SUM. The City will pay the Contractor for the performance of this contract based on the quoted lump sum price totaling (\$49,921.00). This contract amount may be amended by written agreement of the parties.
4. ACCEPTANCE AND PAYMENT. Payment will be made by the City upon completion and acceptance of the work by the City Engineer, subject to the provisions of Paragraph 11 and 14 of the General Conditions. Partial payments will be allowed based on measured quantities of work installed at the time of request.

**GENERAL CONDITIONS**

1. CONTRACT DOCUMENTS. The Contract includes the Agreement and its General Conditions, and any additional written directives from the Engineer. The intent of these documents is to include all labor, materials, equipment, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
2. DEFINITIONS. "City" shall refer to the City Engineer or other designated administrative official of the City of Bartlesville.
3. MATERIALS, EQUIPMENT, EMPLOYEES. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Workmanship and materials shall be of superior quality and acceptable to the City. All workers shall be skilled in their trades.
4. SURVEY, PERMITS AND REGULATIONS. The Contractor will furnish all surveys and layouts unless otherwise specified. Final layout of improvements will be agreed upon by the contractor and City. Easements and rights-of-ways will be secured and paid for by the City. The Contractor shall comply with all laws and regulations applicable to the work and shall notify the City if the drawings or specifications are at variance therewith.
5. PROTECTION OF WORK, PROPERTY AND PERSONS. The Contractor shall adequately protect the work, adjacent property, and all persons in accordance with all laws and regulations. The

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Contractor shall be completely responsible for any damage or injury due to his acts or negligence. Damage caused by carelessness, neglect, negligence or that is outside the defined work area {attached} will be the Contractors sole responsibility to correct.

6. ACCESS TO WORK. The Contractor shall permit and facilitate observation of the work by the City or his agents at all times. The Contractor shall coordinate all required inspections with the appropriate code inspecting agent.
7. CHANGES IN WORK. The City may order changes in the work, with any adjustment of the Contract Sum by mutual agreement of the parties. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost shall be made in writing to the City before executing the work involved.
8. CORRECTION OF WORK. The Contractor shall correct any work determined by the City not to conform to the requirements of the contract.
9. CITY'S RIGHT TO TERMINATE CONTRACT. Should the Contractor fail to prosecute the work properly, or to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor may, without prejudice to any other remedy it may have, complete the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of completing the work, such excess will be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.
10. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT. Should the work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of seven (7) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the contract, and recover from the City payment for all work executed, including reasonable profit and damages.
11. PAYMENT. Payment will be made based upon unit prices in the Proposal and the actual completed construction progress as determined by the Engineer. The making and acceptance of the payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens or from defective work appearing thereafter as provided in Paragraph 8, and of all claims by the Contractor except any previously made and still unsettled. Payment may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make materials or labor payments.
12. BONDS. The Contractor shall furnish surety bonds to the City as indicated herein.  
**NO BONDS ARE REQUIRED FOR THIS PROJECT**
13. CONTRACTOR'S INSURANCE. The Contractor shall maintain such insurance as will protect him and the City from claims under worker's compensation acts and other employee benefits acts; from liability claims for damages because of bodily injury or death; and from liability claims for damages to property which may arise from operations under this contract, whether such operations be by himself, any subcontractor or vendor, or anyone directly or indirectly employed by them. Liability insurance shall be written for not less than \$1,000,000 in each case. Certificates of such insurance shall be filed with the City prior to beginning construction. The Contractor shall provide certification

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to the City that all insurance is effective for the duration of the work.

14. LIENS. Payment shall not be made by the City until the Contractor has provided a complete release of all lien able claims on the work included in this contract.
15. ENGINEER. The City Engineer shall be the City's representative and shall have the authority to stop or suspend the work as necessary. All work shall be done to his satisfaction. Determination of final acceptance shall be by the Engineer. He shall certify to the City when payment under the contract is due and the amount to be paid. He shall make final decision on all claims by the City and Contractor.
16. CLEANUP. The Contractor shall keep the premises free from waste material and rubbish, and at the completion of the work he shall remove from the premises all rubbish, debris, and surplus materials, and leave the site in a condition acceptable to the Engineer.

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

CITY OF BARTLESVILLE

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Mayor, James S. Curd, Jr.

  
Contractor