



## Agenda Commentary

**Subject:** Acme Brick Park Building repairs

**Staff Source:** Toby Anders Code Enforcement Officer/Building Inspector

**History/Background Information:** In May of 2019 the City of Clinton experienced a heavy rain event; due to the surface water running in to the building it damaged the interior of the building. This included walls, carpet, flooring and doors. A claim was filed with the City's insurance company, which has been paid out for a total of \$28,293.63.

**Recommendation:**

Excel Subcontractors                      \$19,020.00 price includes 2 custom doors

Buddy's remodeling                      \$15,450.00 + price of 2 custom doors for racket ball courts



Excel Subcontractors

MAILING: Route 2, Box 239 • Clinton, Oklahoma 73601  
331-9486  
Insulation • Suspended Ceiling • Siding

Proposal submitted to <u>City of Clinton</u>		Phone	Date <u>8-13-2020</u>
Street		Job Name <u>2 - South offices</u>	
City, State and ZIP code		Job location <u>A One Brick Park</u>	
Architect	Date of Plans		Job Phone

We hereby submit specifications and estimates for:

Remove damaged shutrack + disposal	725 <sup>00</sup>
Replace 5/8 shutrack Tape, Bed, Texture	1575 <sup>00</sup>
Prime - Paint 2 - offices + Closet	1500 <sup>00</sup>
Remove Carpet Tib + Scrap Shrub, disposal	1134 <sup>00</sup>
Replace base Cove	
	<u>4934<sup>00</sup></u>
10% Insurance + Overhead	1493 <sup>00</sup>
	<u>5427<sup>00</sup></u>

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

Five Thousand four hundred Twenty Seven <sup>00</sup>/<sub>100</sub> dollars (\$5,427<sup>00</sup>).  
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature B. Butch  
Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
Signature \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Proposal



Excel Subcontractors

MAILING: Route 2, Box 239 • Clinton, Oklahoma 73601  
Phone: 331-9486  
Insulation • Suspended Ceiling • Siding

Proposal submitted to <b>City of Clinton</b>	Phone	Date <b>8-13-2020</b>
Street	Job Name <b>Racket Ball Court</b>	
City, State and ZIP code	Job location <b>Aene Brick Park</b>	
Architect	Date of Plans	Job Phone

We hereby submit specifications and estimates for:

Remove flooring + Base Cove Replace flooring:  
 Base Cove 1/2" mill Click flooring in Two  
 Racket Ball Court 9698<sup>00</sup>

Build 2 Custom Doors + jam Remove +  
 Replace 2160<sup>00</sup>  
11,859<sup>00</sup>

10% Insurance overhead 1185<sup>00</sup>  
13,043<sup>00</sup>

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

**Thirteen Thousand four hundred Three + 10/100** dollars (\$**13,043<sup>00</sup>**)  
 Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

**Butch**

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal**—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Proposal



Excel Subcontractors

MAILING: Route 2, Box 239 • Clinton, Oklahoma 73601  
331-9486  
Insulation • Suspended Ceiling • Siding

Proposal submitted to <i>City of Clinton</i>		Phone	Date <i>8-13-2020</i>
Street		Job Name <i>Alene Birk Park</i>	
City, State and ZIP code		Job location <i>South Storage</i>	
Architect	Date of Plans		Job Phone

We hereby submit specifications and estimates for:

*Remove 36" x 21' of sheetrock Replace with  
Hardie backer + Tape Joints*

*55000*

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

*five hundred fifty + 00/100* dollars (\$ *55000* ).  
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Butch*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

BUDDY'S REMODELING  
PO BOX 71  
BUTLER, OK73625  
PHONE: 580-309-7417  
EMAIL: buddyfrankielarue@yahoo.com

Bid Proposal  
ESTIMATE ONLY

To: CITY OF CLINTON  
From: BUDDY'S REMODELING

RE: REPAIRS ON ACME BRICK PARK  
600 S 28TH ST  
CLINTON, OK

Date: 11-21-2019

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ESTIMATE BID ONLY

SITE 1&2

DEMO 2 OFFICES 17X15 & 14X12  
REMOVE MOLDY DRYWALL / CARPET, AND FLOOR MOLDING

REPLACE DRY WALL 17X15X4 TAPE, MUD, TEXTURE & PAINT

REPLACE CARPET

REPLACE 4" FLOOR MOLDING

\$4,500.00

SITE 3

DEMO RECQUETBALL COURT 40L X 20W

REMOVE LAMINATE FLOORING

REMOVE FLOOR MOLDING

REPLACE LAMINATE FLOORING

REPLACE 4" RUBBER MOLDING

\$4,800.00

SITE 4

DEMO 120' FLOOR MOLDING

REPLACE 120' MOLDING

\$750.00

SITE 5  
DEMO 40'X20' LAMINATE FLOORING AND FLOOR MOLDING

REPLACE LAMINATE FLOORING  
REPLACE 4' MOLDING 120' \$4,800.00

SITE 6  
DEMO DRYWALL 21' L X 4' W  
I RECOMMEND USING CONCRETE BOARD

REPLACE DRYWALL, TO PERVET FUTURE PROBLEMS DEALING WITH FLOOD WATERS \$600.00

TOTAL BID \$15,450.00  
ESTIMATE ONLY

THANK YOU  
BUDDY LARUE

004806578301

POLICY NO. FL  
6/18/2018 - 6/18/2019

POLICY TERM  
\$250,000.00

AMT OF BLDG COV AT TIME OF LOSS  
\$150,000.00

AMT OF CONTS COV AT TIME OF LOSS

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
NATIONAL FLOOD INSURANCE PROGRAM

**PROOF OF LOSS**

(See reverse side for Privacy Act Statement and  
Paperwork Burden Disclosure Notice)

BRITAIN AND ASSOC.

AGENT

PO BOX 1355, CLINTON, OK 73601  
AGENCY AT

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of  
CITY OF CLINTON; 600 S 28TH ST ; Clinton, OK 73601

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A Flood-with NFIP loss occurred on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock AM.,

on the 07 day of May, 2019. The cause of loss was GCF due to heavy rains over extended time frame

OCCUPANCY The premises described, or containing the property described, was used for \_\_\_\_\_ purpose whatever: \_\_\_\_\_ ws, and for no other purpose.

State Government Owned

INTEREST No other person or persons had any interest therein or encumbered the property.

CITY OF CLINTON

*\$28,293.63*

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is .....	\$400,000.00
2. ACTUAL CASH VALUE of building structures .....	\$1,543,703.05
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured .....	\$150,000.00
4. ACTUAL CASH VALUE OF ALL PROPERTY .....	\$1,693,703.05
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....	\$7,752.43
6. LESS APPLICABLE DEPRECIATION .....	\$0.00
7. ACTUAL CASH VALUE LOSS is .....	\$7,752.43
8. LESS DEDUCTIBLES .....	\$1,250.00
9. NET AMOUNT CLAIMED under above numbered policy is .....	\$6,502.43

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

**I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United States Codes.**

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name \_\_\_\_\_

004806578301  
 POLICY NO. FL  
 6/22/2018 - 6/22/2019  
 POLICY TERM  
 \$250,000.00  
 AMT OF BLDG COV AT TIME OF LOSS  
 \$150,000.00  
 AMT OF CONTS COV AT TIME OF LOSS

DEPARTMENT OF HOMELAND SECURITY  
 FEDERAL EMERGENCY MANAGEMENT AGENCY  
 NATIONAL FLOOD INSURANCE PROGRAM

**PROOF OF LOSS**

(See reverse side for Privacy Act Statement and  
 Paperwork Burden Disclosure Notice)

BRITAIN AND ASSOC.  
 AGENT  
 PO BOX 1355, CLINTON, OK 73601  
 AGENCY AT

TO THE NATIONAL FLOOD INSURANCE PROGRAM:

At time of loss, by above indicated policy of insurance, you insured the interest of  
 CITY OF CLINTON; 600 S 28th St; Clinton, OK 73601

against loss by flood to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A Flood-with NFIP loss occurred about the hour of Eight o'clock AM.,  
 on the 26 day of May, 2019. The cause of the said loss was:  
**GCF due to heavy rains over extended time frame that inundated**

OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:  
**State Government Owned**

INTEREST No other person or persons had any interest therein or encumbrance thereon except:  
**CITY OF CLINTON**

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is .....	\$400,000.00
2. ACTUAL CASH VALUE of building structures .....	\$1,543,703.05
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured .....	\$150,000.00
4. ACTUAL CASH VALUE OF ALL PROPERTY .....	\$1,693,703.05
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....	\$25,946.58
6. LESS APPLICABLE DEPRECIATION .....	\$2,905.38
7. ACTUAL CASH VALUE LOSS is .....	\$23,041.20
8. LESS DEDUCTIBLES .....	\$1,250.00
9. NET AMOUNT CLAIMED under above numbered policy is .....	\$21,791.20

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

**I understand that this insurance (policy) is issued Pursuant to the National Flood Insurance Act of 1968, or Any Act Amendatory thereof, and Applicable Federal Regulations in Title 44 of the Code of Federal Regulations, Subchapter B, and that knowingly and willfully making any false answers or misrepresentations of fact may be punishable by fine, imprisonment, or both under applicable United States Codes.**

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name \_\_\_\_\_