

## **SAPULPA MUNICIPAL AUTHORITY MEETING**

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JUNE 18, 2018

MEETING PROCEDURE: Comments from the public are welcome at two different times during the course of the meeting. A Sign in Sheet is located at the back of the room. Those wishing to address the Municipal Authority are to sign in prior to the start of the meeting and identify the item(s) they wish to address. Comments concerning items scheduled on the Agenda will be heard immediately following the presentation by staff or petitioner and Comments concerning items not scheduled on the Agenda will only be heard under the Public Comments section. The Municipal Authority will act on an Item after all comments have been heard.

**PLEASE COME TO THE PODIUM WHEN THE CHAIRMAN CALLS YOUR NAME**

### **- AGENDA -**

1. **CALL TO ORDER.**
2. **ROLL CALL.**
3. **MINUTES.**
  - A. Consider approving the minutes of the June 4, 2018, regular municipal authority meeting.
4. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
5. **CONSENT ITEMS:** All matters under “Consent” are considered by the Municipal Authority to be routine and will be enacted by one motion. Any Municipal Authority Trustee may, however, remove an item from consent by request.
  - A. Consider approving Claims in the amount of \$555,291.50  
(Refer to: Purchase Order Claim Register with City Agenda.)
6. **PUBLIC HEARINGS.**

**7. ADMINISTRATION.**

- A.** Discussion and possible action regarding a Resolution of the Sapulpa Municipal Authority (The "Borrower") Approving and Authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the Total Aggregate Principal Amount of \$7,850,000; Approving the Issuance of a Promissory Note in the Total Aggregate Principal Amount of \$7,850,000, Secured by a Pledge of Revenues and Authorizing its Execution; Approving and Authorizing the Execution of a Loan Agreement for Clean Water SRF Loan; Designating a Local Trustee and Approving and Authorizing the Execution of a Trust Agreement; Approving and Authorizing the Execution of a Security Agreement; Ratifying and Confirming a Lease Agreement Pertaining to Certain Water and Sanitary Sewer Systems, Approving and Authorizing a Lease Agreement Pertaining to the Stormwater and Sanitation Systems; Approving and Authorizing the Execution of a Subordinate Lien Sales Tax Agreement; Approving Various Covenants; Approving and Authorizing the Establishment of a Project Costs Disbursement Account; and Containing Other Provisions Relating Thereto; and Approving and Authorizing Execution of all necessary Closing Documents.
- B.** Discussion and possible action regarding Engineering Services Agreement with Tetra Tech for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2018-2019 in a shared total amount of \$340,944.00, of which the City of Sapulpa is obligated for \$136,377.60.
- C.** Discussion and possible action regarding Professional Services Agreement for Engineering Services with Tetra Tech for the Frankoma Road Sanitary Sewer Extension Project in the amount of \$468,500.00.
- D.** Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget.
- E.** Discussion and possible action regarding a Resolution of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the Sewer System Development and Extension Fee Fund FY 2017-2018 annual budget by increasing revenues and appropriations in the amount of \$7,850,000.00 to recognize loan proceeds for the purpose of constructing a sewerline extension, making wastewater treatment plant improvements, and purchasing a pipeline television inspection system.

**8. NEW BUSINESS.**

9. **INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.**

- A. Status Report from Tetra Tech regarding various City and Authority projects.

10. **PUBLIC COMMENTS:** The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the Municipal Authority on any subject not scheduled on the Regular Agenda. The Municipal Authority shall make no decision or action, except to direct the Trust Manager to take action, or to schedule the matter for Municipal Authority discussion at a later date.

*Please come to the podium when the Chairman calls your name and keep your comments as brief as possible.*

11. **ADJOURNMENT.**

Posted this 15th day of June, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Anna Jo Fife*

Title: *Administrative Assistant*



**AGENDA ITEM**

**Municipal Authority Regular**

**3.A.**

**Meeting Date:** June 18, 2018

**Submitted By:** Shirley Burzio, City Clerk

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the June 4, 2018, regular municipal authority meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

minutes.06-04-2018 sma

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**SAPULPA MUNICIPAL AUTHORITY**  
TRUST PROCEEDINGS  
Meeting of June 4, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, June 4, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Chairman  
Louis Martin, Jr., Vice-Chairman  
John Anderson, Trustee  
Marty Cummins, Trustee  
Wes Galloway, Trustee  
Craig Henderson, Trustee  
Alan Jones, Trustee  
Hugo Naifeh, Trustee  
Charles Stephens, Trustee  
Carla Stinnett, Trustee

Staff Present: Joan Riley, Trust Manager; Rick Rumsey, Assistant Trust Manager; Pam Vann, Trust Treasurer; David Widdoes, Trust Attorney; Shirley Burzio, Secretary

**1. MINUTES, CONSENT ITEMS AND ADMINISTRATION.**

Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to approve the following items of business:

- A.** Approve the minutes of the May 21, 2018, regular municipal authority meeting;
- B.** Approve claims in the amount of \$ 211,283.04;
- C.** Approve the professional services agreement for engineering services with Tetra Tech, Inc., for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00;
- D.** Approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by providing for amended water, sewer, and refuse collection rates; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; providing an effective date; and declaring an emergency. (Ordinance No. 2796)

- E. Approve the adoption of a Resolution of the Board of Trustees of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, adopting and appending a budget for the Sapulpa Municipal Authority, Sapulpa, Oklahoma, for the year beginning July 1, 2018, and ending June 30, 2019. (Resolution No. 4530)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

2. **INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.**

- A. A project status report from Tetra Tech, Inc., regarding various city and trust projects was presented for discussion and review only. There was no action taken by the board.

3. **PUBLIC COMMENTS:**

There were no comments made to the board.

4. **ADJOURNMENT.**

There being no further business to consider, motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to adjourn the meeting. Motion carried unanimously.

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Chairman

Attest:

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Secretary



**Consent Agenda 5.A.**

**Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving Claims in the amount of \$555,291.50  
(Refer to: Purchase Order Claim Register with City Agenda.)

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## AGENDA ITEM

Administration 7.A.

### **Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted For:** Joan Riley, City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** City Manager

**Presented By:** Joan Riley

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### **SUBJECT:**

Discussion and possible action regarding a Resolution of the Sapulpa Municipal Authority (The "Borrower") Approving and Authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the Total Aggregate Principal Amount of \$7,850,000; Approving the Issuance of a Promissory Note in the Total Aggregate Principal Amount of \$7,850,000, Secured by a Pledge of Revenues and Authorizing its Execution; Approving and Authorizing the Execution of a Loan Agreement for Clean Water SRF Loan; Designating a Local Trustee and Approving and Authorizing the Execution of a Trust Agreement; Approving and Authorizing the Execution of a Security Agreement; Ratifying and Confirming a Lease Agreement Pertaining to Certain Water and Sanitary Sewer Systems, Approving and Authorizing a Lease Agreement Pertaining to the Stormwater and Sanitation Systems; Approving and Authorizing the Execution of a Subordinate Lien Sales Tax Agreement; Approving Various Covenants; Approving and Authorizing the Establishment of a Project Costs Disbursement Account; and Containing Other Provisions Relating Thereto; and Approving and Authorizing Execution of all necessary Closing Documents.

### **BACKGROUND:**

Presented during June 18, 2018 Study Session.

### **RECOMMENDATION:**

Staff recommends Trustees approve Resolution and authorize Chairman to execute same.

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### **Attachments**

Resolution

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THE BOARD OF TRUSTEES OF THE SAPULPA MUNICIPAL AUTHORITY, MET IN REGULAR SESSION IN CITY HALL, IN SAPULPA, OKLAHOMA, ON THE 18<sup>TH</sup> DAY OF JUNE, 2018, AT 7:00 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read. Trustee \_\_\_\_\_ moved that the Resolution be adopted and Trustee \_\_\_\_\_ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE SAPULPA MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$7,850,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$7,850,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT PERTAINING TO CERTAIN WATER AND SANITARY SEWER SYSTEMS, APPROVING AND AUTHORIZING A LEASE AGREEMENT PERTAINING TO THE STORMWATER AND SANITATION SYSTEMS; APPROVING AND AUTHORIZING THE EXECUTION OF A SUBORDINATE LIEN SALES TAX AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT; AND CONTAINING OTHER PROVISIONS RELATING THERETO; AND APPROVING AND AUTHORIZING EXECUTION OF ALL NECESSARY CLOSING DOCUMENTS.**

**WHEREAS**, the Sapulpa Municipal authority, Creek County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Sapulpa, Oklahoma (the “City”); and

**WHEREAS**, the Borrower is authorized and has determined to construct improvements to its wastewater system, along with related costs (the “Project”), and in payment of part of the cost thereof, to seek money in the form of a Clean Water SRF Loan from the Oklahoma Water Resources Board (the “Board”) in the amount of \$7,850,000.00; and

**WHEREAS**, the Borrower heretofore issued its (i) Utility System Revenue Bonds, Refunding Series 2012 dated July 2, 2012, in the aggregate principal amount of \$27,675,000, and (ii) Utility System Revenue Bonds, Refunding Series 2013 dated April 23, 2013, in the aggregate principal amount of \$43,320,000 (the “Prior Senior Lien Debt”), said Prior Senior Lien Debt secured on a parity lien basis by a pledge of revenue derived from the Borrower’s water, sanitary sewer, sanitation, and storm water systems (hereinafter collectively, the “System”), and a lien on the year-to-year pledge of certain sales tax revenue derived from the levy of a one and three-tenths of one percent (1.3%) sales tax (the “Sales Tax Revenue”); and

**WHEREAS**, the Borrower heretofore issued its Capital Improvement Revenue Bonds, Series 2014 dated July 1, 2014, in the aggregate principal amount of \$7,410,000 (the “Prior Subordinate Lien Debt”), secured by a subordinate pledge of revenue derived from the System, and a lien on the year-to-year pledge of certain sales tax revenue derived from the levy of a separate one-half of one percent (0.5%) sales tax; and

**WHEREAS**, the Board has approved a loan application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such loan by the issuance of the Borrower’s Series 2018 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$7,850,000 (the “2018 Note”), said 2018 Note being secured by a pledge of revenue derived from the System, and a lien on the Sales Tax Revenue; and

**WHEREAS**, said lien on the revenues derived from the System is subject and subordinate to the lien on said revenues securing the Borrower’s Prior Senior Lien Debt and the Borrower’s Prior Subordinate Lien Debt, and said lien on the Sales Tax Revenue is subject to the lien on said Sales Tax Revenue securing the Borrower’s Prior Senior Lien Debt; and

**WHEREAS**, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2018 Note.

**NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SAPULPA MUNICIPAL AUTHORITY, CREEK COUNTY, OKLAHOMA:**

**Section 1. Issuance of Note.** The Borrower is hereby authorized to accept said loan and issue its 2018 Note payable to the Board and secured by a pledge of revenue derived from the operation of the System. The officers of the Borrower are hereby authorized and directed to

execute said 2018 Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the 2018 Note shall be \$7,850,000, and the rate of interest on the 2018 Note shall be a fixed rate of interest of two and fifty nine hundredth percent (2.59%) per annum inclusive of administrative fees of one half of one percent (1/2%).

**Section 2. Execution of Loan Agreement for Clean Water SRF Loan.** The Loan Agreement for Clean Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

**Section 3. Designation of Local Trustee and Execution of Trust Agreement.** The Borrower hereby designates BancFirst, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2018 Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2018 Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

**Section 4. Execution of Security Agreement.** The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System to the Board to secure payment of the 2018 Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

**Section 5. Lease Agreement.** The Lease Agreement dated as of April 1, 1996 (the "Water/Sewer Lease Agreement") whereby the City leased its water and sanitary sewer systems to the Borrower, and whereby the Borrower agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Water/Sewer Lease Agreement shall extend until the 2018 Note is paid. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower be and are hereby authorized to execute and deliver a Lease Agreement and Operation and Maintenance Contract (the "Storm Water/Sanitation Lease Agreement") whereby the City shall lease its stormwater and sanitation systems to the Borrower, and whereby the Borrower agrees to operate and maintain said systems.

**Section 6. Subordinate Lien Sales Tax Agreement.** The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower be and are hereby authorized to execute and deliver a Subordinate Lien Sales Tax Agreement on behalf of the Borrower pertaining to the year-to-year pledge of the Sales Tax Revenue for purposes of securing the 2018 Note.

**Section 7. Covenants of Borrower.** Until payment in full of the 2018 Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the

Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

**Section 8. Project Costs Disbursement Account; Fees and Expenses.** The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Loan Agreement. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) those fees and expenses as will be set forth on the Borrower's Closing Order to be executed in connection with the closing of the financing referenced herein.

**Section 9. Necessary Action.** The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, including the execution of the Letter of Binding Commitment, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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ADOPTED AND APPROVED THIS 18<sup>TH</sup> DAY OF JUNE, 2018.

SAPULPA MUNICIPAL AUTHORITY

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Chairman

ATTEST:

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Secretary

(SEAL)

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF CREEK     )

I, the undersigned, Secretary of the Sapulpa Municipal Authority, Creek County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 18<sup>TH</sup> DAY OF JUNE, 2018.

(SEAL)

\_\_\_\_\_  
Secretary



**AGENDA ITEM**

**Administration 7.B.**

**Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

Discussion and possible action regarding Engineering Services Agreement with Tetra Tech for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2018-2019 in a shared total amount of \$340,944.00, of which the City of Sapulpa is obligated for \$136,377.60.

**BACKGROUND:**

The Sand Springs/Sapulpa Joint Board voted 4-0 to recommended the Sapulpa Municipal Authority approve an agreement for engineering services with Tetra Tech. The City of Sand Springs is apportioned 60% of the costs associated with the agreement for a total amount of \$204,566.40 and the City of Sapulpa is apportioned the remaining 40% resulting in an amount of \$136,377.60 for Fiscal Year 2018-2019. For additional information regarding this item, please refer to the attachments.

**RECOMMENDATION:**

Staff recommends Trustees approve Agreement and authorize Chairman to execute same.

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**Fiscal Impact**

**Amount:** \$136,377.60

**To be paid from:** Sapulpa Muinicipal Authority

**Account number:** 20-524-315B

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**Attachments**

Tetra Tech memo

Joint Board - Agreement - Tetra Tech





# Memorandum



Tetra Tech

To: Sapulpa Municipal Authority  
Sand Springs Municipal Authority

Date: April 10, 2018

From: Neill Pulliam, P.E., Project Manager

A handwritten signature in blue ink, appearing to read 'Neill Pulliam'.

Subject: SRWCS: Operations & Maintenance Agreement (FY 2018-2019)

The Joint Board of the Skiatook Raw Water Conveyance System (SRWCS) is respectfully requested during the upcoming meeting to consider and approve the attached Agreement for Engineering Services with Tetra Tech, Inc. for Operations and Maintenance of the jointly owned SRWCS during FY 2018-2019.

The scope of work and corresponding labor / cost budget is composed of three separate sections: (1) "Operations & Maintenance (O&M)" section, (2) "Repair & Rehabilitation/Upgrade (R&R)" section, and (3) "Tri-annual Shutdown" section. The "O&M" portion of the budget is based upon anticipated labor-hours and costs to operate the raw water system and perform routine maintenance activities on the system's assets (pumps, strainers, valves, tanks, mechanical equipment, and telemetry) and facilities. The "R&R" portion of the budget is based upon an estimate of labor-hours and costs that could be associated with unforeseen equipment repairs and replacements which may be necessary during the upcoming year. The "Tri-annual Shutdown" section summarizes labor-hours and costs associated with the system shutdown and detailed internal inspections/cleaning/maintenance of critical facilities which can only be performed off-line, and facility evaluation; this effort is performed once every three years since inception of the system; last occurring March 2016 and next scheduled for March 2019.

The summary table of estimated man-hours, labor costs, and engineer expenses shown below is consistent with recent staff review and budget finalization meetings.

Scope of Services	Man-hours	Labor Costs	Engineer Expenses	Estimated Total
Operations & Maintenance	2319	\$214,859	\$65,215	\$280,074
Repair / Rehab / Upgrade (1)	49	\$3,939	\$6,121	\$10,060
Tri-annual Shut-down	189	\$17,479	\$33,331	\$50,810
Sub-totals	2557	\$236,277	\$104,667	\$340,944

[1] [Includes estimated labor and direct expenses for repair / replacement of unanticipated equipment malfunctions.]

**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
**SKIATOOK RAW WATER CONVEYANCE SYSTEM**  
**OPERATIONS AND MAINTENANCE FY 2018 - 2019**

THIS AGREEMENT, including Attachments between Sapulpa Municipal Authority and the Sand Springs Municipal Authority Joint Board (Owner) and Tetra Tech, Inc. (Engineer);

**WITNESSETH:**

WHEREAS, Owner has contracted for the maintenance and operation of the Skiatook Lake Raw Water Conveyance System (SRWCS) since September 15, 1992; and Owner intends to continue to maintain and operate the SRWCS (the Project); and,

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the \_\_\_\_ day of \_\_\_\_\_ 2018.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Oklahoma, local ordinances, and resolutions and the interlocal cooperation agreement for the Skiatook Lake Raw Water Conveyance System originally executed December 1, 1986, hereafter referred to as the Interlocal Agreement.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with Attachment B, Compensation.

**ARTICLE 5 - OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

**ARTICLE 6 - STANDARD OF CARE**

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. The System shall be operated and maintained in a good and workmanlike manner and in strict accordance with this Agreement. All work shall be performed by or under the supervision of

Oklahoma Dept. Of Environmental Quality (ODEQ) certified operators properly qualified to perform such Services, which qualification shall be subject to review by the Owners. Engineer shall perform the Services which fail to satisfy this standard of care in a manner satisfactory to the Owner, at no additional cost. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

#### **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the limits of the Engineer's insurance coverage.

#### **ARTICLE 8 - INSURANCE**

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional

insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

The Owners shall be responsible for providing all property loss insurance for the System.

Engineer and Owners each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees, for damages covered by property insurance during and after the performance of services. A similar provision shall be incorporated into all contractual arrangements entered into by Owners and shall protect Owners and Engineer to the same extent.

#### **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) maintenance means, methods, techniques, sequences, procedures, or safety precautions and programs being provided by others in connection with the System; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any work unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual System operation costs will not vary from Engineer's estimates or that actual schedules will not vary from Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the Engineer. Engineer does not guarantee that actual system operation costs will not vary from Engineer's estimates or that actual schedules will not vary from Engineer's projected schedule.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

**ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation for the direct and indirect costs associated with remobilization.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	Tetra Tech, Inc. 7645 E. 63 <sup>rd</sup> Street, Suite 301 Tulsa, Oklahoma 74133 Attention: D. Neill Pulliam Jr, P.E.,
Owner:	Sand Springs/Sapulpa Joint Board c/o Sand Springs Municipal Authority PO Box 338 Sand Springs, OK 74063 Attention: Mr. Derek Campbell, P.E.

and

Sand Springs/Sapulpa Joint Board  
c/o Sapulpa Municipal Authority  
P.O. Box 1130  
Sapulpa, OK 74067  
Attention: Mr. Rick Rumsey, Assistant City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**ARTICLE 23 – PERIODIC REVIEW AND PERIOD OF SERVICE**

Reviews of the major facilities of the System, as identified in Attachment A, - Scope of Services, may be made at least two (2) times yearly during the months of February and August by one or more designated representatives of the Owners in the company of Engineer and at the discretion of the

Owners. Reviews are to assess Engineer's performance and confirm acceptable operational condition of the System.

Only written comments from these reviews or other appropriate forums, authorized by the Owners, will be responded to by Engineer.

**ARTICLE 24 – MAINTENANCE EQUIPMENT AND SUPPLIES**

Maintenance equipment and supplies acquired by Engineer by direct purchase under this Agreement shall remain the property of the System, and shall be maintained by Engineer as a part of the System.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: Sapulpa Municipal Authority

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Engineer: Tetra Tech, Inc.

By  \_\_\_\_\_

D. Neill Pulliam Jr, P.E.  
Title Sr. Project Manager

Date 4.10.18

APPROVED

Municipal Authority Attorney  
\_\_\_\_\_

ATTEST

Secretary  
\_\_\_\_\_

Owner: Sand Springs Municipal Authority  
\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED

Municipal Authority Attorney  
\_\_\_\_\_

ATTEST

Secretary  
\_\_\_\_\_



**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
OPERATIONS AND MAINTENANCE FY 2018-2019**

**SCOPE OF WORK**

The following scope of services shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_ 2018.

**I. PROJECT UNDERSTANDING**

The Sapulpa Municipal Authority and the Sand Springs Municipal Authority currently utilize raw water from Skiatook Lake for treatment and subsequent distribution to customers. This raw water is conveyed to each individual entity's treatment facilities by the jointly owned Skiatook Raw Water Conveyance System (SRWCS). This system and its facilities require both routine and emergency operational and maintenance services. The Engineer shall provide full-time operational services for the pump station, repeater station, one-way surge tank, 2MG storage tanks (2), meter vault, and the 36" transmission line with all appurtenances. No individually owned facilities are included within the scope of this Agreement. The included facilities may be referred to as the "System," SRWCS," or the "Joint Facilities."

**II. SCOPE OF SERVICES**

1. Engineer shall perform site visits to each and all major facilities on the system no less than five times per month.
2. Engineer shall enter information necessary to establish and maintain the maintenance management system. Engineer shall utilize the management system for maintenance scheduling and documentation.
3. Engineer shall provide routine maintenance on the system equipment as identified in the operation and maintenance manuals and as further defined by the maintenance management system. Engineer shall provide consumable supplies needed for normal, routine maintenance within the budgeted values identified in Attachment "B". When authorized by this agreement in accordance with budgeted values identified in Attachment "B", Engineer shall be prepared to: solicit for quotes, acquire, and install special/critical equipment and materials needing timely replacement or rehabilitation due to unforeseen conditions and/or circumstances.

4. Engineer shall perform periodic water balance examinations of the system to investigate the potential for excessive losses warranting further investigations beyond the scope of the current budgetary limitations.
5. Engineer shall complete an aerial inspection of the 36" transmission line a minimum of one time per year. Advance authorization from Owners is required prior to all such inspections. Further, the Owners may assign one representative to accompany Engineer on the inspections.
6. Engineer shall inspect, exercise, and report on the condition of transmission line appurtenances (isolation and air-relief valves and blow-off assemblies, etc.) as appropriate or in conjunction with the tri-annual system shutdown.
7. Engineer shall provide monthly raw water flow meter readings at each site of the system. These meter readings shall be regularly scheduled. The Owner shall be given the opportunity to witness all meter readings. Engineer shall enter the results of these meter readings and utility billing into the cost allocation spreadsheet provided by the Owners and report the resulting cost allocation monthly to the Owners.
8. Engineer shall prepare a monthly report on the system status, usage, and operator activities to the Owners.
9. Engineer shall provide a listing of initial and monthly updates of equipment, supplies, and manpower assistance to be provided by the owners for operations and maintenance on the system. When necessary, Engineer shall prepare and distribute to Owner's representatives an Activity Report to initiate assistance from Owners as outlined in Attachment C.
- ~~10. *Grounds keeping services removed from Engineer scope of work and omitted.*~~
11. Engineer shall notify and inform owner of anticipated technical services required for Owner's coordination of the yearly specialized services as outlined in Attachment C, Owner Responsibilities and Special Conditions/Exclusions.
12. Engineer shall perform routine maintenance and cleaning of cooling, heating, and ventilation equipment two times per year to generally coincide with the onset of the heating and cooling seasons.
13. Engineer shall perform monthly rotations of high-service pumps if not in operation and if system conditions/configuration permit pump rotations.
14. Engineer shall provide the basic tools necessary for performance of the requirements of this Agreement.
15. Engineer shall respond to emergency call-outs received. Engineer shall assess the severity of all call-outs and respond as Engineer deems appropriate in accordance with the policies approved by the Owners.

16. Engineer shall provide one primary operator along with a minimum of two stand-by operators familiar with the system. Operators shall be equipped with cellular telephones to ensure communication and safety.
17. Primary Operator shall be certified as required by the Oklahoma State Department of Health. Costs for such certification beyond an "O.S.D.H. Class D" shall be included in the annual budget and be eligible for reimbursement.
18. In the event of a system emergency, Engineer shall be responsible for the coordination of all necessary efforts and resources in accordance with the policies established by the Owners.
19. Engineer shall perform, no more than one time per month, the required NPDES sampling and delivery of samples to the designated Owners' laboratory.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
OPERATIONS AND MAINTENANCE FY 2018 - 2019**

**COMPENSATION**

The following compensation provisions shall be made a part of the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER:**

**A. Basic Engineering Services.** For basic engineering services performed under Article 3, the Owner will pay the Engineer at the hourly rates, plus burdened expenses, set forth in Engineer's Rate Schedule (Attachment D). The rates shown include all costs, including overhead and profit. Total maximum billing shall not exceed \$ 340,944 without further authorization.

**B. Additional Engineering Services.** For additional engineering services, initiated by written authorization from Owner representative and performed under Article 3, the Owner will pay the Engineer at the "Additional Services" Hourly rates, set forth in Engineer's Rate Schedule (Attachment D), plus subcontract work, if any, and direct expenses at burdened cost plus 10%. Billing rates will not exceed those set forth in Engineer's Rate Schedule (Attachment D).

**II. TIMES OF PAYMENT:** Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month.

**A. Basic Engineering Services.** For the basic engineering services performed under Article 3, monthly payments shall be made in proportion to services performed. Owners shall pay the invoices as follows:

Sand Springs	60%
Sapulpa	40%

**B. Additional Engineering Services.** For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed. Owners shall pay the invoices as follows:

Sand Springs	60%
Sapulpa	40%

This sheet intentionally blank

EXHIBIT B-1

ESTIMATED MANHOURS AND COSTS

Price Proposal		Labor Plan										Price Summary / Totals					
SRWCS: O&M FY 2018 - 2019		04.10.18										Task Pricing Totals					
OPERATIONS & MAINTENANCE - JNTLY OWNED RAW WTR SYS.		Prog Area 2										Total Price					
Submitted to: SSS-MIA												340,944					
Contract Type: T&M												340,944					
Project Phases / Tasks	Schedule	Total Labor Hrs	Pricing by Resource										Task Pricing Totals				
			Principle Engineer (P/ENGR)	Plant Operator 2 (SAVRN) (PODOP2)	Plant Operator 2 (SAVRN) (OT)	Engineer 2 (INSPECTOR / ENGR2)	Contract Project Mgr 1 (MACT1)	Construction Project Mgr 1 (COMMAN)	Construction Project Mgr 1 (NACT1)	emp design 2 (CANSO2)	Construction Administrator (VARCO)	Project Administrator (VARLES / RIVERDALL / FIDENCE)		SV CAD Designer 1 (CAD1)	Labor	Subs	Travel
20 - REPAIR & REHAIR (SYSTEM ASSETS)	07/01/18 - 06/30/19	2,526	17	2,200	211	14	36	46	18	11	8	8	236,777	16,736	28,245	59,686	340,944
20 - R & R EQUIPMENT	07/01/18 - 06/30/19	-	1	-	-	-	24	24	-	-	-	-	3,399	-	-	-	3,399
80.1 - TRI-ANNUAL SHUTDOWN/NSP 03/2019 - (LABOR / VENDORS / SUPPLIES)	01/01/19 - 01/31/19	189	8	130	25	8	12	16	-	-	-	-	17,479	-	-	31,133	50,610
80.2 - 2019 - VOT FOR LABOR (T&M)	01/01/19 - 01/31/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80.3 - 2019 - VOT FOR LABOR (T&M)	01/01/19 - 01/31/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80.4 - 2019 - VOT FOR LABOR (T&M)	01/01/19 - 01/31/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80.5 - 2019 - VOT FOR LABOR (T&M)	01/01/19 - 01/31/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80.6 - 2019 - VOT FOR LABOR (T&M)	01/01/19 - 01/31/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
82 - OPERATIONS & MAINTENANCE	07/01/18 - 06/30/19	2,339	39	1,966	208	26	-	-	18	52	8	8	24,655	-	-	21,489	46,144
R07 - EQUIP FOR STA / RW	07/01/18 - 06/30/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,124	22,124
R04 - SUB / VENDORS	07/01/18 - 06/30/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	27,434	27,434
R06-A - OPERATOR TRAVEL (UNIT FTD)	07/01/18 - 06/30/19	-	-	-	-	-	-	-	-	-	-	-	-	-	15,401	15,401	
R06-B - STAFF TRAVEL	07/01/18 - 06/30/19	-	-	-	-	-	-	-	-	-	-	-	-	-	18	18	
R09 - SUPPLIES	07/01/18 - 06/30/19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,211	3,211
Totals	Totals	2,526	17	2,200	211	14	36	46	18	11	8	8	236,777	16,736	28,245	59,686	340,944

EXHIBIT B-2

(For Information of Potential Estimated Costs)

			Budget
<b>R.01 - System and Equipment rebuild/ replacement</b>			
: PMP IQ1000 MOTOR PROTECT ION RELAY & RTD MODULE			\$ -
EMERGENCY CRANE RENTAL SERV			\$ -
ONE WAY TANK ALTITUDE VALVE REPAIR KIT			\$ 677
COMPRESSOR CONTROL - EVAL & RELAY			\$ -
Strainer #1 worm gear reducer			\$ -
Strainer #1 backwash valve			\$ -
Strainer #2 backwash valve - rebuild kit			\$ -
ROW Maintenance [materials]			\$ -
ROW Maintenance [Equipment Rental - skid loader]			\$ 2,043
Pull pump and rebuild [P301 in 08]			\$ -
HVAC emergency repairs			\$ -
<del>12" gate valve and hardware</del>			<del>\$ -</del>
Replace ± 1 suspended heaters: Strainer Bldg / Station 15KW 480V			\$ 2,315
Emergency Telemetry Repairs			\$ -
meter repairs			\$ -
meter calibration			\$ -
Butterfly Valve		REPLACE	\$ -
<b>***SPARE TRANSDUCER:</b>			<b>\$ 1,086</b>
<b>***PURCHASE SPARE TRANSFORMER: \$14658 + SHIPPING [OWNER PO]</b>			<b>\$ -</b>
			<b>\$ 6,121</b>

EXHIBIT B-3

(For Information of Potential Estimated Costs)

R.02 - EQUIPMENT FOR STATION AND RIGHT-OF-WAY		
	Station	ROW
<b>Purchase</b>		
Strainer Parts #1 & #2	\$ 838	\$ -
EROSION DEVICES	\$ -	\$ 335
Hand Tools	\$ 671	\$ -
Gauges	\$ -	\$ -
Cup Changes	\$ 2,012	\$ -
Replace 6 Hydraulic Hoses [ Air/Oil Op]	\$ -	\$ -
Gland Replacement	\$ 1,543	\$ -
4" ARV Valves(1) rebuild kit	\$ -	\$ -
6" ARV (1) rebuild kit	\$ -	\$ -
Pad Locks	\$ -	\$ 201
Marker and Post [Replace 50 signs ]	\$ -	\$ -
Misc. Equip	\$ 1,677	\$ 268
EXHAUST INTAKE SCRIN	\$ -	\$ -
Pump Oil	\$ 5,000	\$ -
GASKETS	\$ 537	\$ -
Compressor Maint. Parts - Filter / filter kits	\$ 3,112	\$ -
<b>Rental</b>		
***Brushhog / Mowing R/W	\$ -	\$ 5,929
Generator (rental)	\$ -	\$ -
pressure washer (rent)	\$ -	\$ -
Water pump (rent)	\$ -	\$ -
ATV (rental)	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 15,390</b>	<b>\$ 6,734</b>
	<b>\$</b>	<b>22,124</b>



EXHIBIT B-4

(For Information of Potential Estimated Costs)

BUDGET				
R.04 - Subcontracts / Vendors				
	Station	ROW	Facilities	
<b>ANNUAL</b>				
Annual flight	\$ -	\$ 2,294	\$ -	\$22,433.65
Yard Maintenance (Beginning FY 09-10 Owner responsibility)	\$ -	\$ -	\$ 0	
HVAC (annual service)	\$ 731	\$ -	\$ -	
MICRO-COMM ANNUAL SERV "SYS CHECKOUT" SYSTEM TELE. DEBUG	\$ -	\$ -	\$ 2,012	
MICRO-COMM ANNUAL EQUIP INSURANCE (excludes labor)	\$ -	\$ -	\$ 2,683	
Meter Calibration (sta.) field calibration in-house	\$ -	\$ -	\$ -	
Cathodic services on (2) tanks	\$ -	\$ -	\$ 2,119	
Meter Calibration (MV)	\$ -	\$ 1,107	\$ -	
MOTOR INSULATION CHECK X 1	\$ 2,674	\$ -	\$ -	
MOTOR VIBRATION CHECK X 2	\$ 3,614	\$ -	\$ -	
Herbicide Treatment PSO	\$ -	\$ -	\$ -	
Tank base seal	\$ -	\$ -	\$ -	
Cathodic services - Vault Piping	\$ -	\$ 2,817	\$ -	
ANNUAL CLEANING TANK #2 (OWNER PO) -\$10,630 (March 2017)	\$ -	\$ -	\$ -	
***ANNUAL OVERHEAD HOIST INSPECTION	\$ -	\$ -	\$ 389	
***TRANSFORMER OIL SAMPLE - TEST - RPT X 2	\$ -	\$ -	\$ 1,382	
PAGE PLUS (Emergency Pager for Operator / Alt Operator on-call)	\$ -	\$ -	\$ 612	
<b>SUBTOTAL</b>	<b>\$ 7,018.47</b>	<b>\$ 6,217.62</b>	<b>\$ 9,197.57</b>	
<b>TRI - ANNUAL</b>				
Clean Arrestor & One-Way Tank DUE 3/13/2016 /2019 /2022	\$ 4,610	\$ -	\$ -	\$33,331.03
Clean #1 Tank - 2 MG (OWNER PO) -\$11666 DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -	
Touch up Paint - 2 MG Tank DUE 3/13/2016 /2019 /2022	\$ 3,504	\$ -	\$ -	
Touch up Paint - Surge Arrestor / 1 WAY DUE 3/13/2016 /2019 /2022	\$ 4,505	\$ -	\$ -	
Porto - John Rental DUE 3/13/2016 /2019 /2022	\$ 671	\$ -	\$ -	
Replace Surge Arrestor Anodes (16) [if needed] DUE 3/13/2016 /2019 /2022	\$ 2,683	\$ -	\$ -	
Pipeline Inspection - excavation / backfill DUE 3/13/2016 /2019 /2022	\$ 1,341	\$ -	\$ -	
Switch gear IR Survey - elect maintenance / rpt DUE 3/13/2016 /2019 /2022	\$ 16,017	\$ -	\$ -	
<b>SUBTOTAL</b>	<b>\$ 33,331.03</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>ESTIMATED TOTAL</b>	<b>\$ 40,349.49</b>	<b>\$ 6,217.62</b>	<b>\$ 9,197.57</b>	
	Station	ROW	Facilities	
			\$55,765	

EXHIBIT B-5

(For Information of Potential Estimated Costs)

<b>BUDGET</b>			
R.09 - MISC SUPPLIES			
1	Air system filters -	\$	953
2	HVAC filters -	\$	102
3	Oil booms -	\$	136
4	Oil pads -	\$	272
5	Wipe All wipers -	\$	272
6	Shop rags	\$	68
7	Compressor Air & Oil filters -	\$	204
8	Grease -	\$	102
9	Water filters -	\$	102
10	Trash bags -	\$	68
11	Cleaners -	\$	204
12	Clnng Supplies -	\$	102
13	Spray lube -	\$	34
14	Teflon Tape -	\$	51
15	Oil Absorb material -	\$	-
16	Floor sealer, polish -	\$	-
17	Light bulbs -	\$	300
18	Fuses -	\$	-
19	UPS Batteries -	\$	609
20	Vac supplies -	\$	-
21	Paint -	\$	505
***22	Ext. Block Sealer [tri-annual application] Due 2020	\$	-
23	Caulk -	\$	68
24	Paint supplies -	\$	136
24	Printer -	\$	204
26	Yard Maint. Supplies	\$	203
28	Seed and fertilizer	\$	-
29	Concrete for patching 2mg and station	\$	-
30	Ovrhd crane oil chng kit-alt years - ANNUAL INSP	\$	-
31	2A wax tape (case) and primer(20	\$	-
32	Zander arrestor add-air filter	\$	177
33		\$	-
34		\$	-
35		\$	-
<b>TOTAL</b>			<b>\$3,921</b>
			<b>\$3,921</b>
		Station	
<b>R.09 - MISC SUPPLIES - SUBTOTAL</b>			<b>\$3,921</b>

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
OPERATIONS AND MAINTENANCE FY 2018 - 2019**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special Owner responsibilities and contract conditions shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_\_ 2018.

**I. OWNER RESPONSIBILITIES**

1. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform the Services under this Agreement.
2. Owner shall be responsible for all permit fees.
3. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
4. Owner shall provide suitable office location for the operator at an appropriate location in reasonable proximity to the SRWCS.
5. Upon request and advance notification, Owner shall provide labor and equipment assistance to Operator for normal, special, and unanticipated maintenance or repair of system facilities as recommended, and approved necessary and economically possible. Tri-annual shutdown operations and maintenance efforts are considered to be special activities; and warranting additional manpower, familiar with the system, and providing efficient assistance to the Operator.
6. Owner shall provide technical and professional engineering evaluation of encroachment / crossing permit applications, and oversight of improvement / repair projects to system facilities outside the scope of normal and anticipated Operations and Maintenance efforts; including but not limited to engineering analysis and design, contract document preparation, solicitation of bids, construction administration, and inspection / documentation of contractor activities.
7. Owner shall perform or sub-contract groundskeeping activities at the pump station, repeater station, one-way surge tank, and 2 MG tanks.

## II. SPECIAL CONDITIONS - EXCLUSIONS

The following items are considered exclusions from Engineer's required scope of services.

1. Direct costs and/or subconsultant fees associated with yearly technical calibration and/or testing of specialized equipment exceeding the items and estimated costs shown in Exhibit B-2 and B-4 to this Agreement, including, but not limited to, telemetry equipment, flow meters, cathodic protection, pump motor resistance, and other such specialized testing.
2. Technical service to cooling, heating, and ventilation equipment exceeding estimated costs shown in Exhibit B-2 and B-4: assistance shall be provided by the Owners.
3. Purchasing operation and maintenance: assistance shall be provided by the Owners.
4. Monitoring of the system status via the telemetry system shall be provided by the Owners.
5. Coordination of an additional maintenance management system shall be provided by the Owners.
6. Laboratory work necessary to comply with the pump station future discharge permit shall be provided by the Owners.
7. Maintenance (labor) assistance for extraordinary and emergency items shall be provided by the Owners as practical and economically possible.
8. Enforcement of SRWCS right-of-way provisions and permitting requirements associated with encroachments shall be provided by the Owners; Owner's Engineering staff shall provide technical review of encroachment / crossing permit applications.
9. Equipment supply for extraordinary and emergency items shall be provided by the Owners.
10. Purchases of replacement equipment necessary to maintain function and operations as identified in this Agreement shall be provided by the Owners in a timely and efficient manner.
11. Receipt of all mail and file maintenance for the system shall be provided by the Owners.
12. Direct costs and/or subconsultant fees associated with maintenance to system pumps 1-1, 2-1, 3-1, and 4-1 requiring the removal of motors and/or pumps from the pump cans shall be provided by the Owners.
13. Engineering coordination, and inspection of warranty work required during any periods of repair, rehabilitation, and/or improvements projects may be contracted separately.

**ATTACHMENT D**  
**TO**  
**AGREEMENT FOR ENGINEERING SERVICES**  
**BETWEEN**  
**SAPULPA MUNICIPAL AUTHORITY AND**  
**SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS**  
**AND**  
**TETRA TECH, INC., ENGINEER**  
**FOR**  
**SKIATOOK RAW WATER CONVEYANCE SYSTEM**  
**OPERATIONS AND MAINTENANCE FY 2018 - 2019**

**RATE SCHEDULE**

The following hourly rates shall apply as described in Attachment B and shall be made a part of the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018. (List effective July 1, 2018)

**I. PROFESSIONAL FEES BASED ON TIME**

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state and local taxes, plus profit.

<u>Professional Services</u>	
Principal in Charge	\$225.00
Principal Engineer	\$193.92
Senior Project Manager	\$192.00
Project Manager	\$185.00
Senior Engineer 2	\$175.00
Senior Engineer 1	\$145.00
Project Engineer 2	\$132.00
Project Engineer 1	\$125.00
Engineer 3	\$105.00
Engineer 2	\$98.00
Engineer 1	\$85.00
Architectural Program Manager	\$180.00
Senior Architect 2	\$160.00
Senior Architect 1	\$140.00
Architect 2	\$95.00
Architect 1	\$80.00
Architectural Designer 3	\$100.00
Architectural Designer 2	\$75.00
Architectural Designer 1	\$70.00
Senior Technician 2	\$115.00
Senior Technician 1	\$105.00
Technician 3	\$95.00
Technician 2	\$85.00

Technician 1	\$50.00
Senior CAD Designer 2	\$120.00
Senior CAD Designer 1	\$116.15
CAD Designer	\$90.00
CAD Technician 3	\$84.00
CAD Technician 2	\$72.00
CAD Technician 1	\$60.00
Eng Designer 3	\$119.18
Eng Designer 2	\$100.00
Eng Designer 1	\$85.00
Construction Manager 1	\$135.00
Construction Manager 2	\$150.00
Sr. Constr Project Rep 2	\$90.00
Sr. Constr Project Rep 1	\$90.40
Construction Project Rep 2	\$78.00
Construction Project Rep 1	\$55.91
Sr. Construction Administrator	\$112.00
Construction Administrator	\$92.92
Plant Operator 2	\$90.40
Plant Operator 2 – OVERTIME	\$90.40
Plant Operator 1	\$65.00
Sr. Project Administrator	\$97.00
Project Administrator	\$88.88
Project Assistant 2	\$65.00
Project Assistant 1	\$45.00
Sr. Consultant 2	\$125.00
Sr. Consultant 1	115.00
Consultant 2	\$85.00
Consultant 1	\$75.00
H&S Manager	\$115.00
Systems Analyst/Programmer 2	\$75.00
Systems Analyst/Programmer 1	\$65.00
Sr. Project Analyst	\$185.00
Project Analyst 2	\$114.00
Project Analyst 1	\$65.00

## II. DIRECT COSTS

- A. Travel. Travel from the office on Project-related business will be billed at the hourly rates specified in Section I above. Charges for transportation, taxis, meals, lodging, gratuities, etc., will be billed at burdened cost plus 10% markup. Automobile travel (mileage) shall be billed at current approved government rates plus 10% markup.
- B. Technology Usage. Technology use fee charges on Project-related business may be billed at a rate not to exceed \$3.87 per hour.

- C. Outside Reproduction/Other Outside Services. Direct costs such as large-volume printing, shipping, or other outside services will be billed at burdened cost plus 10% markup.
- D. Other. All other direct costs not covered herein shall be invoiced to the client at burdened cost plus 10% for handling. All such charges shall be mutually agreed upon prior to submission to the client.

#### **IV. ADJUSTMENT CLAUSE**

The rates and costs described in this Agreement may be revised annually.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
OPERATIONS AND MAINTENANCE FY 2018 - 2019**

**SCHEDULE**

The following schedule shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_ 2018.

The scope of services outlined in this Agreement shall continue from July 1, 2018, to June 30, 2019.





**AGENDA ITEM**

**Administration 7.C.**

**Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

Discussion and possible action regarding Professional Services Agreement for Engineering Services with Tetra Tech for the Frankoma Road Sanitary Sewer Extension Project in the amount of \$468,500.00.

**BACKGROUND:**

This agreement with Tetra Tech is for the engineering services needed for the Frankoma Road sewer extension project. This project consists of a new gravity sewer, lift station with backup generator, and force main needed to provide sanitary sewer service to the proposed development located near East 81st Street and Frankoma Road. The scope of services includes design, development, project management, and all inspections as needed. For additional information regarding this item, please refer to the attachment.

**RECOMMENDATION:**

Staff recommends Trustees approve Agreement and authorize Chairman to execute same.

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**Fiscal Impact**

**Amount:** \$468,500.00

**To be paid from:** OWRB Loan Proceeds

**Account number:** 49-4203

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**Attachments**

Agreement - Tetra Tech

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**Tetra Tech, Inc.**  
**Professional Services Agreement for Engineering Services**

This Agreement is made and becomes effective this 12th day of June, 2018, between **Sapulpa Municipal Authority** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with a Project described as **Frankoma Road Sanitary Sewer Extension** and as further described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

**Sapulpa Municipal Authority**  
P.O. Box 1130  
Sapulpa, Oklahoma 74067

**Tetra Tech, Inc.**  
7645 East 63rd Street, Suite 301  
Tulsa, Oklahoma 74133  
918.249.3909

By \_\_\_\_\_  
*Client's Authorized Signature*

By \_\_\_\_\_  
*Consultant's Authorized Signature*

Reg Green  
*Printed Name*  
Trust Chairman  
*Title*

Felix R. Belanger, P.E.  
Vice President

*Attest:*  
\_\_\_\_\_

## Professional Services Agreement Attachment A – Project Requirements

**Client:** Sapulpa Municipal Authority

### **Project Description**

#### Frankoma Road Sanitary Sewer Extension

The Project consists of one new gravity sewer, lift station, and force main needed to provide sanitary sewer service to the proposed development located near East 81st St. and Frankhoma Road describes the proposed improvements, and includes an Opinion of Probable Construction Cost of \$2,600,000 for:

- a. 18-inch gravity sewer (1,400 feet)
- b. 0.70 MGD lift station, with backup generator
- c. 6-inch diameter force main (9,000 feet)

### **Scope of Services**

The services performed by Consultant under this Agreement shall consist of seven tasks, as stated below. Further, it is understood and agreed that the Work that is the subject of this Agreement shall commence upon execution of this Agreement and after receipt of a Notice to Proceed.

Consultant shall coordinate the overall Work of the project to include all data gathering, field inspections, analysis, design, bidding assistance, construction administration, and resident project representative and shall oversee the Work of all Subconsultants engaged in such activities. Consultant shall provide progress updates to Client as needed throughout the duration of the project.

### **TASK A – CONCEPTUAL DESIGN (30%)**

- A. Consultant shall prepare an Engineering Report consisting of the development and evaluation of proposed improvements and alternatives considered in the format provided by the Oklahoma Funding Agency Coordination Team (FACT). Consultant shall complete the implementation within 90 days of Notice to Proceed.
- B. Consultant shall also prepare an Environmental Information Document (EID) suitable for the funding agency in the format provided by the Oklahoma Funding Agency Coordination Team (FACT). The preparation of the EID will occur concurrent with the Engineering Report.
- C. Project Kick-Off
  1. Following receipt of a Notice to Proceed from Client, Consultant shall coordinate, plan, and lead one project kick-off meeting. Consultant attendees will include at a minimum the Project Manager and the discipline lead. The major objectives of the meeting are to:
    - a. Establish the lines of communications with Client
    - b. Confirm the project scope, goals, objectives and constraints
    - c. Confirm the project schedule and milestones
    - d. Convey project knowledge of existing assets from Client to Consultant
    - e. Identify data required by Consultant from Client to support the project
  2. Following the meeting, Client will provide the data requested at the meeting to the Consultant.
- D. Site and Alignment Selection
  1. Following completion of the project kick-off meeting, Consultant shall review the lift station site and pipeline alignments alternatives to be included in the Engineering Report. The review shall consist of evaluating any new project knowledge obtained by Consultant or Client since conception of the project. Consultant shall meet with Client to discuss any new knowledge that may warrant a change in the site or pipeline alignments. At the end of the meeting, Consultant and Client shall agree on the site and pipeline alignments that the Consultant shall investigate.
- E. Investigations
  1. Following agreement with Client of the site selected to locate lift station, and the proposed alignments of the gravity sewer and force main, Consultant shall coordinate, plan, and execute site investigations.
  2. Investigations shall include confirmations of preliminary information obtained during the proposal phase. These confirmations shall include ground elevations, soil conditions, existing utility information, land ownership, easement and right-of-way requirements, existing City sanitary system hydraulic capacity, and a review of Client information.
  3. Consultant shall undertake the following investigations:
    - a. Topographical survey

- i. Consultant shall contract with a Subconsultant to undertake a full topographical survey of the site selected to locate lift station, and along the proposed alignments of the gravity sewer and force main, to State of Oklahoma survey standards. This Agreement assumes that the scope of the topographic survey shall include:
    - a) Survey of the agreed selected lift station site (no more than 1/3 acres)
    - b) Survey along the agreed alignment of the proposed gravity sanitary sewer (no more than 1,400 ft.), 50-foot width
    - c) Survey along the agreed alignment of the proposed force main (no more than 9,000 ft.), 30-foot to 80-foot width
    - d) Establish a local coordinate system (or utilize a Client coordinate system if available) for horizontal control for the proposed gravity sewer alignments that may be tied to the state plane coordinate system by Client.
    - e) Establish vertical control utilizing USGS or other established benchmarks.
    - f) Set horizontal and vertical controls at spacing no greater than 500 feet apart, with line of sight between each successive set control point.
    - g) Prepare topographic drawings of the areas encompassed in by survey extent perimeters.
    - h) Provide Finished Floor Elevations (FFE) of all existing structures within survey extents. Always provide FFE for structures when encountering a side easement. FFE are not necessary in backyard easements, solely service line cleanouts.
    - i) Provide horizontal and vertical survey data relative to all existing drainage structures, ditches, and streams.
    - j) Identify existing utilities participating in the Call-OKIE system at the lift station site, and along the proposed centerline of the gravity sewer and force main alignments. Coordinate with Client for location all public utilities (i.e. water lines) prior to start of detailed survey. Tie locations where possible to survey data and delineated on the construction drawings.
    - k) For waterlines, locate the nearest valve box. Water valves shall be designated with the correct symbol.
    - l) Identify all existing benchmarks, temporary benchmarks, pk nails, etc.
    - m) Create a topographical drawing, with 1-ft contour intervals. Survey should include overhead and buried utilities as well as trees, structures, roads (including material), top and toe of retaining walls, and other noteworthy features that may influence the design of the street repair or the proposed gravity sewer line. All trees larger than 6" diameter within the survey extents shall be identified with an individual tree symbol and text with description of the tree (i.e., 14" oak, 24" maple).
    - n) Survey all existing utilities within survey extents.
    - o) For sanitary sewers and storm sewers, also locate the closest upstream and the closest downstream manholes including all pipe sizes, pipe materials, and top of manhole (rim) and flow line elevations. Record the pipe flowline elevation of all lines coming into manholes. If the manhole is a drop manhole, it is to be noted on the survey drawings, and all flowline elevations are to be given.
    - p) Locate sufficient property corners and/or section corners to establish platted property, unplatted property, and right-of-way crossed by existing and proposed sanitary sewer and water lines. Locate existing property fences for correlation to the property corners.
  - ii. Full or partial topographical surveys of areas not specified in this Agreement (including changes to the agreed quantity of site area and pipeline lengths) are outside the scope of this Agreement.
- b. Soil investigations, including test borings and geotechnical report
- i. Consultant shall contract with a Subconsultant to undertake soil investigations at the site selected to locate lift station, and along the proposed alignments of the gravity sewer and force main. The results of the soil investigations shall be summarized in a report that shall include:
    - a) Soil boring logs and classification
    - b) Existing ground-water levels
    - c) Pipe trench and excavation preparations and backfill recommendations
    - d) Foundation requirements for lift station structure
    - e) Other concerns as appropriate
  - ii. This Agreement assumes Consultant will undertake six (6) test borings up to 20 ft. deep. Investigations shall undertake test borings at the following locations:

- a) Along the proposed alignments of the gravity sewer and force main, that extend at least two feet below the proposed flowlines (3 test borings)
  - b) At each end of any project conduit bored in place (2 test borings)
    - i. Frankhoma and BNSF Railroad Crossing
  - c) At the proposed locations of the lift station (1 test boring)
- c. Potholing
- i. Where required, Consultant shall contract with a Subconsultant to undertake potholing of utilities found along the gravity sewer and force main alignments that may conflict with the proposed alignments to determine their exact depth and location. This Agreement assumes that Consultant is required to undertake potholing at up to four (4) locations.
- d. Abstract and Title
- i. Consultant shall contract with a Subconsultant to obtain necessary property reports to determine land ownership and existing easements in the Project areas. This Agreement assumes that Consultant is required to produce property reports for six (6) parcels.
- e. Flow monitoring
- i. Consultant shall undertake flow monitoring of the Client's sanitary sewer interceptor downstream of the proposed force main discharge point. The purpose of the monitoring is to capture data related to how the interceptor currently responds to wet weather events. These results will be included in the ODEQ Permit-to-Construct as required. This Agreement assumes that Consultant will install one (1) flow meter for up to 60 days.
  - ii. In event that no significant wet weather events occur within the specified time, Consultant can prolong the flow-monitoring period with Client's prior agreement.
- F. Consultant shall oversee the Work of all Subconsultants. In overseeing their Work:
- 1. Liaise with Client and landowners to obtain permission for sub consultants to enter property to undertake work
  - 2. Review all drawings and reports produced by the sub consultants to determine if it meets the scope of their subcontracts, and are complete to engineering best practice
  - 3. Provide Client with a copy of all drawings and reports produced by the sub consultants in raw and pdf format
- G. Client shall consider Task A - Conceptual Design (30%) complete upon Client's review and acceptance of the letter report.

**TASK B - PRELIMINARY DESIGN (65%)**

- A. Consultant shall prepare preliminary (65%) design, which shall include preliminary design plans and specifications, and a preliminary Opinion of Probable Construction Cost within 50 calendar days after completion of Task A - Conceptual Design (30%).
- B. Hydraulic Modeling.
  - 1. Consultant shall use the flow monitoring data to hydraulically model Client's sanitary sewer interceptor downstream of the proposed force main discharge point to determine its response to wet weather volumes.
- C. Preliminary Design
  - 1. Consultant shall prepare preliminary design (65%) plans and specifications for the proposed improvements. The preliminary plans and specifications shall be of sufficient detail to the extent that the design concept is clearly demonstrated, such that Client can review the major features, materials, and equipment. Preliminary Design shall consist of:
    - a. Preliminary Drawings
      - i. Site plan showing lift station
      - ii. Lift station plan and sections
      - iii. Plan and profile sheets of gravity sewer and force main
    - b. List of major materials and equipment
    - c. Outline specifications of major materials and equipment
    - d. Identify information required for permits
- D. Preliminary Cost Estimate
  - 1. Consultant shall update the Opinion of Probable Construction Cost contained within the Engineering Report compiled during the implementation phase based on the preliminary plans and specifications.
- E. Design Review Meeting
  - 1. On completion of the preliminary design, Consultant shall submit all documentation to the Client for review. Consultant shall provide Client with four copies of the preliminary plans and specifications and Opinion of Probable Construction Cost update. Plans shall be in 11" X 17" format acceptable to the ODEQ. Following Client review, Consultant shall coordinate, plan and lead one design review meeting

to discuss Client's review of the preliminary design. Consultant and Client shall agree upon Client's comments Consultant shall incorporate into the final design.

- F. Easement Documents
  - 1. Consultant shall prepare legal descriptions for up to 6 proposed additional right-of-way and easements required for offset alignments in accordance with State of Oklahoma survey standards and City requirements. The legal descriptions shall adequately describe all proposed additional right-of-way and be provided to Client for use in right-of-way acquisition.
  - 2. Client shall review the legal descriptions and provide comments to Consultant. Consultant shall modify the legal descriptions if necessary in response to Client comments, and provide final legal descriptions to Client.
  - 3. Client shall perform Right-of-way acquisition and is not included within this Agreement.
- G. Client shall consider Task B - Preliminary Design complete on completion of the design review meeting with Consultant.

### **TASK C - FINAL DESIGN**

Consultant shall finalize the plans and specifications as required for bidding and construction of the proposed improvements and submit for approval within 50 days of receiving preliminary design review comments agreed with Client.

- A. Detailed (95%) Design
  - 1. Consultant shall prepare detailed design plans and specifications for the proposed improvements.
    - a. The purpose of this design phase and review is to ensure that:
      - i. Funding and construction duration limits are not being exceeded
      - ii. Production of plans, specifications and cost estimate are proceeding in a timely manner
      - iii. Consultant is incorporating Client comments from the preliminary design phase into the design
  - 2. Detailed plans shall include where required plan and profile sheets; civil, structural, mechanical, electrical and P&ID sheets; detail sheets; and all other sheets necessary up to 95% complete and comply with Client standard specifications and drawings.
  - 3. Consultant shall produce construction drawings to engineering best practice that comply with current applicable Federal, State, and Local regulations.
  - 4. Consultant will develop project specific specifications and drawings for all items of work not covered by Client standard specifications or drawings.
- B. Detailed Cost Estimate
  - 1. Consultant shall prepare an updated Opinion of Probable Construction Cost based on the detailed design.
- C. Detailed Design Review
  - 1. On completion of the detailed design, Consultant will submit all documentation to Client for review. Following Client review, Tetra Tech will coordinate, plan and lead one meeting to discuss and review the detailed design. Consultant shall provide Client with four copies of the detailed plans and specifications and Opinion of Probable Construction Cost update. Plans shall be in 11" X 17" format acceptable to the ODEQ. Upon receipt of Client's comments, Consultant will incorporate these comments into the production of the final design (100%) documentation.
- D. Final (100%) Design
  - 1. Consultant shall prepare final design plans and specifications for the proposed improvements based upon Client's comments on the detailed design.
  - 2. This design phase represents a 100% complete design except for the incorporation of any Client review comments. Final design shall consist of:
    - a. Complete drawings, including those that address construction phasing
    - b. Final edited specifications
- E. Final Cost Estimate
  - 1. Consultant shall prepare an updated Opinion of Probable Construction Cost based on the final design.
- F. Client shall consider Task C - Final Design complete upon Client's approval of the final bid documents.

### **TASK D - PERMITS**

- A. After acceptance by Client of the final plans and specifications, Consultant shall prepare and assist Client in submitting the documents necessary for Client to obtain requisite permits to construct the Work.
- B. Consultant shall assist the Client with preparation of the applications for the following identified permits:
  - 1. ODEQ Permit to Construct
  - 2. BNSF pipeline crossing permit
- C. Regarding stormwater, the Contractor is responsible for filing a Notice of intent with ODEQ for more than one (1) acre of disturbed ground. Consultant shall address stormwater management within the Contract documents.

- D. Consultant shall prepare the requisite number, size, and format of plans and specifications required for each permit application, along with completion of the permit application forms. Client shall provide Consultant with all relevant applicant information necessary to complete the permit application forms. Client shall review the permit applications once and Consultant shall make all necessary changes once prior to final submittal to the Client. Client shall accept the final permit applications, and be responsible for submission of the applications along with payment of all permit application fees.
- E. If the permitter request changes to the plans and specifications submitted with the permit application, Consultant shall make the required changes and resubmit the documents to Client. Consultant shall make changes until the permitter grants a permit.
- F. Client shall consider Task D - Permits complete upon Client receiving approved permits.
- G. If the permitter requires additional investigative study concerning other permitted or unpermitted infrastructure to process the permit associated with this project additional fees may be incurred. This type of additional effort will require an amendment to the original agreement prior to beginning.

**TASK E – BID PHASE SERVICES**

- A. After acceptance by Client of the final bid documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design phase and upon authorization by Client to proceed, Consultant shall:
  - 1. Prepare an advertisement for bids and coordinate publication of the bidding notice in the local press with Client. Client is responsible for the cost of advertisement.
  - 2. Distribute copies of the final bid documents to prospective bidders, bid rooms, material suppliers and other interested parties. Consultant shall offer bidders the opportunity to obtain the bid documents online, and maintain a register of plan holders.
  - 3. Coordinate, plan and lead one pre-bid meeting hosted at City Hall. Following the meeting, Consultant shall coordinate with Client to respond to any questions raised by the bidder and issue any required addenda to all plan holders as appropriate to clarify, correct, or change the bidding documents.
  - 4. Attend the bid-opening meeting, and tabulate the received bid proposals alongside the Opinion of Probable Construction Cost. Consultant shall:
    - a. Analyze the received bid proposals and qualifications to determine their suitability
    - b. Note any mathematical errors within the received bids
    - c. Check references stated by the bidders in their bids.
    - d. Consult with Client as to the acceptability of Subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
    - e. Provide information or assistance needed by Client in the course of any negotiations with prospective Contractors.
    - f. Recommend to Client in writing for awarding the construction contract to the most responsive bidder.
    - g. Upon award of contract, Consultant shall furnish up to six (6) sets of the conformed, full contract documents to the Contractor for execution and submittal to Client for subsequent execution. Consultant shall then coordinate with the Client to issue a NTP to the selected bidder.
- B. Client shall consider Task E - Bid Phase Service complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

**TASK F – CONSTRUCTION PHASE SERVICES**

- A. Upon successful completion of the Bid Phase, and upon written authorization from Client, Consultant shall:
  - 1. Provide general engineering review of the construction work as it progresses to ascertain that the Contractor is conforming to the design concept. Consultant shall employ a full-time Resident Project Representative, not to exceed 50 hours in any given week.
    - a. Resident Project Representative shall attend the Site each working day to observe the Work. Engineer shall make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding

- in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative at the Site, shall be to enable Consultant to undertake the duties and responsibilities assigned to Consultant during the Construction Phase. In addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work shall conform in general to the Contract Documents, and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
2. Coordinate, plan and lead a Pre-Construction Conference with Client and Contractor. Consultant shall coordinate with Client to issue clarifications in response to questions raised at the conference.
  3. Receive, review, and determine the acceptability of all schedules Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  4. Coordinate, plan and lead monthly construction progress meetings, and submit a meeting summary to Client and Contractor within one week of the meeting.
  5. Respond to Client requests for interpretation of the plans and specifications.
    - a. Consultant shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Consultant may assist Client in issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
  6. Review Contractor submittals for conformance with the Contract Documents.
    - a. Consultant shall produce a summary list of submittals required from Contractor collated from the individual submittal requirements of each specification. Consultant shall hand over the summary list to Contractor at the Pre-Construction Conference. The list shall act as a checklist to ensure that Contractor has submitted all of the required submittals. Consultant shall track all received submittals and responses, along with the dates of receipt and response. Consultant shall respond to all submittals in a timely manner, and provide Client with a copy of all responses for concurrence prior to submission to Contractor. This Agreement assumes that each Contractor submittal requires one original review and only one revision review by Consultant.
  7. Review the Contractor's schedule and milestone dates for conformity with the Contract Time to Complete. Consultant shall use the schedule as a tool for assessing Contractor progress at the monthly construction progress meetings
  8. Respond to Requests for Information (RFI) for Contractor regarding questions on the plans and specifications.
    - a. Consultant shall track the request and responses, along with the dates of request and response. Consultant shall respond to all RFIs in a timely manner, and provide Client with a copy of all responses for concurrence prior to submission to Contractor.
  9. As necessary, prepare Contract change orders and Work change directives and associated exhibits for Client consideration in a timely manner. This Agreement assumes that such changes only result from conditions in the field differing from those described in the Contract Documents as to require changes to the Contract.
  10. Perform a Pre-Final (and/or Substantial) inspection of the completed work in conjunction with the Contractor and Client to develop a punch list of items. Consultant shall forward this list to Contractor and Client
  11. Issue a statement of Substantial Construction Completion and submit a written certification to Client
  12. Following approval of Contractor's final application for payment, submit a written statement of completion to Client with the recommendation that it accepts the improvements
  13. Notify Client if, on the basis of Consultant's observations, Consultant believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) shall not produce a completed



Project that conforms to the Contract Documents, or (c) shall imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

14. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
  15. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- B. Duration of Construction Phase
1. The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof and will terminate upon final payment to Contractor. Consultant may be entitled to an increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. Maximum duration for the Construction Contract will be 300 calendar days.
- C. Limitation of Responsibilities
1. Consultant shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Consultant shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- D. Client shall consider Task F - Construction Phase Services complete upon acceptance of the improvements by Client.

#### **TASK G – POST CONSTRUCTION SERVICES**

- A. Following construction completion, Consultant shall provide two (2) full sized reproducible prints, one AutoCAD format file, one full sized (22" x 34") PDF file and one half-sized (11" x 17") PDF file of the as-built drawings. Consultant shall base these drawings on the construction records provided by Contractor and reviewed by the Consultant's Resident Project Representative.
- B. Client shall consider Task G - Post Construction Phase complete upon Client's acceptance of the record drawing submittals.

#### **Additional Services**

- A. Additional Services Requiring Client's Written Authorization
  1. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below:
    - a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, plans, specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.
    - b. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property, and providing other special field surveys.
    - c. Other services performed or furnished by Consultant not otherwise provided for in this Agreement.

#### **Responsibilities of Client**

- A. Client agrees:
  1. To furnish, as required by the Work, and not at expense to Consultant:
    - a. Records, reports, studies, plans, drawings, and other data available in the files of the Client, which may be useful in the Project.
  2. To provide access to public and private property when required in performance of Consultant's services
  3. To furnish the services of at least one of Client's employees or staff who has right of entry to, and who has knowledge of, Client's facilities relating to this Project
  4. To furnish legal assistance as required in the preparation, review, and approval of construction documents
  5. To furnish assistance in locating existing utilities and in expediting their relocation

## Special Assumptions

### Project Schedule

Consultant shall complete the Work in accordance with the following schedule. The anticipated time to complete the Project to construction completion (Task A to Task G) is approximately 21 ½ months. The Project schedule can be influenced by factors outside of Consultant's control e.g. time taken to acquire right-of-way, permits etc.

<b>Task</b>	<b>Date</b>
Task A – Conceptual Design (30%)	90 days after Notice to Proceed
Task B - Preliminary Design (65%)	50 days after approval of Task A
Task C - Final Design	50 days after receipt of Client review comments from Task B
Task D - Permits	90 days after Client approval of Task C deliverables (anticipated)
Task E - Bid Phase Services	40 days after Client authorization
Task F - Construction Phase Services	300 days after award of Contract to Contractor by Client
Task G – Post Construction Services	30 days after construction completion and final acceptance by Client

### Method of Compensation

**Lump Sum** Compensation for these services shall be a lump sum of \$468,500.

### Supplemental Terms and Conditions

## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



**AGENDA ITEM**

**Administration 7.D.**

**Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget.

**BACKGROUND:**

In the process of preparing the FY 2018-2019 annual budget and a review of current revenues and expenditures it was discovered that several transfers between funds and payments are based on actual revenue received which is higher than anticipated in the original FY 2017-2018 budget resulting in a needed increase to the corresponding transfers or payments. Also due to changes in insurance plans, retirement participation, utility usage, and unforeseen maintenance increases several departments need increases in their respective budgets.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Councilors/Chairman and Trustees adopt the resolution.

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**Attachments**

End-of-Year Budget Resolution 061818

End-of-Year Budget Adjustment 061818

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL TRUST AUTHORITY AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES BY \$2,146,306.00 AND INCREASING APPROPRIATIONS BY \$1,062,421.00 IN VARIOUS FUNDS FOR THE PURPOSE OF MAKING ADJUSTMENTS BASED ON CURRENT REVENUE AND THE AMOUNTS ESTIMATED DURING THE PREPARATION OF THE FY 2018-2019 BUDGET.

**WHEREAS**, during the preparation of the FY 2018-2019 budget amounts are estimated for FY 2017-2018; and

**WHEREAS**, several transfers between funds and payments are based on actual revenue and the revenue is now estimated to be more than budget resulting in an increase in the transfers and expenditures; and

**WHEREAS**, due to increases in insurance, severance payouts, and increased utility costs several departments will need increases in their department budgets; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, Sapulpa, Oklahoma, that the following budget amendments be made:

**GENERAL FUND**

(Increase)	10-4003 Sales Tax - First Penny	\$250,000
(Increase)	10-4003.01 Sales Tax – 2 <sup>nd</sup> & 3 <sup>rd</sup> Penny	500,000
(Increase)	10-4003.02 Sales Tax – ½ Penny	125,000
(Increase)	10-4003.03 Sales Tax – ½ Penny	125,000
(Increase)	10-4026 Resident Constr Park & Rec Fee	32,200
(Increase)	10-4920S Tsfr In: SMA-Sales Tax	200,000
(Increase)	10-4981 Tsfr In: GO Sinking	536
	Total Revenue Increase	<u>\$1,232,736</u>
(Increase)	10-590-920S Tsfr Out: SMA	200,000
(Increase)	10-590-931S Tsfr Out: Cemetery	12,500
(Increase)	10-590-934S Tsfr Out: Library	12,500
(Increase)	10-590-935S Tsfr Out: Park & Rec	25,000
(Increase)	10-590-937 Tsfr Out: Resid Constr Park/Rec Fund	32,200
(Increase)	10-590-940S Tsfr Out: Fire Cash	12,500
(Increase)	10-590-941S Tsfr Out: Police Cash	12,500
(Increase)	10-590-944S Tsfr Out: Major Thorofare	25,000
(Increase)	10-590-945S Tsfr Out: CIP	50,000
(Increase)	10-590-946S Tsfr Out: W&S Impr	50,000

(Increase)	10-590-948S Tsfr Out: Water Resources	100,000
(Increase)	10-590-965S Tsfr Out: Street Impr Sales Tax	125,000
(Increase)	10-590-967S Tsfr Out: Sewer Improv Sales Tax	<u>125,000</u>
	Total Appropriations Increase:	\$782,200

**SAPULPA MUNICIPAL AUTHORITY FUND**

(Increase)	20-4047 Refuse Collection	\$ 42,000
(Increase)	20-4910S Tsfr In: General-Sales Tax	200,000
(Increase)	20-4998 Tsfr In: Series 2012 Utility Sys Rev	<u>8,310</u>
	Total Revenue Increase:	\$250,310

(Increase)	20-523-133 Employee Insurance	\$ 3,000
(Increase)	20-523-311 Prof Services	5,000
(Increase)	20-527-141 Contract Labor	42,000
(Increase)	20-590-351 Equipment Maintenance	2,000
(Increase)	20-590-910S Tsfr Out: General-Sales Tax	<u>200,000</u>
	Total Appropriations Increase:	\$252,000

**CEMETERY MAINTENANCE FUND**

(Increase)	31-4051 Maintenance	\$ 10,000
(Increase)	31-4052 Lot Sales	25,000
(Increase)	31-4910S Tsfr In: General Fund	<u>12,500</u>
	Total Revenue Increase:	\$ 47,500

(Increase)	31-531-943 Tsfr Out: Cemetery Perpetual Care	<u>\$ 4,375</u>
	Total Appropriations Increase:	\$ 4,375

**HUNTING & FISHING FUND**

(Increase)	32-4054 Camping Revenue	<u>\$ 2,000</u>
	Total Revenue Increase:	\$ 2,000

(Increase)	32-532-331 Utilities	<u>\$ 3,000</u>
	Total Appropriations Increase:	\$ 3,000

**LIBRARY FUND**

(Increase)	34-4910S Tsfr In: General Fund	<u>\$ 12,500</u>
	Total Revenue Increase:	\$ 12,500

**PARK & RECREATION FUND**

(Increase)	35-4910S Tsfr In: General Fund	<u>\$25,000</u>
	Total Revenue Increase:	\$25,000

(Increase) 35-535-331 Utilities \$ 5,000  
Total Appropriations Increase: \$ 5,000

**RESID CONSTR PARK/REC FUND**

(Increase) 37-4910 Tsfr In: General Fund \$ 32,200  
Total Revenue Increase: \$ 32,200

**PARK DEVELOPMENT FUND**

(Increase) 38-4959 Tsfr In: Hotel/Motel Tax Fund \$ 5,625  
Total Revenue Increase: \$ 5,625

**FIRE CASH FUND**

(Increase) 40-4910S Tsfr In: General Fund \$ 12,500  
Total Revenue Increase: \$ 12,500

**POLICE CASH FUND**

(Increase) 41-4910S Tsfr In: General Fund \$ 12,500  
Total Revenue Increase: \$ 12,500

**CEMETERY PERPETUAL CARE FUND**

(Increase) 43-4931 Tsfr In: Cemetery \$ 4,375  
Total Revenue Increase: \$ 4,375

**MAJOR THOROFARE FUND**

(Increase) 44-4910S Tsfr In: General Fund \$25,000  
Total Revenue Increase: \$25,000

**CAPITAL IMPROVEMENT FUND**

(Increase) 45-4910S Tsfr In: General Fund \$50,000  
Total Revenue Increase: \$50,000

**WATER & SEWER IMPROVEMENT FUND**

(Increase) 46-4910S Tsfr In: General Fund \$50,000  
Total Revenue Increase: \$50,000



**VAC/SPAY/NEUTER FUND**

(Increase) 47-4085 Spay/Neuter Fee \$ 4,000  
Total Revenue Increase: \$ 4,000

(Increase) 47-547-315 Other Services & Charges \$ 4,000  
Total Appropriations Increase: \$ 4,000

**WATER RESOURCES FUND**

(Increase) 48-4910S Tsfr In: General Fund \$ 100,000  
Total Revenue Increase: \$ 100,000

**HOTEL/MOTEL TAX FUND**

(Increase) 59-4004 Hotel/Motel Tax \$ 30,000  
Total Revenue Increase: \$ 30,000

(Increase) 59-501-311 Professional Services \$ 5,625  
(Increase) 59-590-938 Tsfr Out: Park Dev Fund 5,625  
Total Appropriations Increase: \$ 11,250

**STREET IMPROVEMENT SALES TAX FUND**

(Increase) 65-4910S Tsfr In: General Fund \$ 125,000  
Total Revenue Increase: \$ 125,000

**SEWER IMPROVEMENT SALES TAX FUND**

(Increase) 67-4910S Tsfr In: General Fund \$ 125,000  
Total Revenue Increase: \$ 125,000

**GO BOND SINKING FUND**

(Increase) 81-581-910 Tsfr Out: General Fund \$ 536  
Total Appropriations Increase: \$ 536

**SERIES 2012 UTILITY SYS REVENUE FUND**

(Increase) 98-4081 Interest \$ 60  
Total Revenue Increase: \$ 60

(Decrease) 98-566-311 Professional Services (\$ 8,250)  
(Increase) 98-590-920 Tsfr Out: SMA 8,310  
Total Appropriations Increase: \$ 60

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA and signed by the Mayor/Chairman this 18th day of June 2018.**

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Reg Green, Mayor/Chairman

ATTEST:

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Shirley Burzio, City Clerk/Trust Secretary

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David Widdoes, City Attorney/Trust Attorney

# BUDGET TRANSFER REQUEST

<b>DEPARTMENT</b>	<b>Department Head Signature</b>	<b>Date Requested</b>
VARIOUS		6/18/2018

TO PROVIDE FUNDS FOR ADJUSTMENTS NEEDED BASED  
ON PROPOSED BUDGET AND CURRENT YEAR TO DATE  
(revenue, transfers, personnel, & other fees & charges)

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
10-4003	Sales Tax - First Penny	\$2,947,509	\$250,000		\$3,197,509
10-4003.01	Sales Tax -2nd & 3rd Penny	\$589,518	\$500,000		\$1,089,518
10-4003.02	Sales Tax -1/2 Penny	\$1,473,755	\$125,000		\$1,598,755
10-4003.03	Sales Tax -1/2 Penny	\$1,473,755	\$125,000		\$1,598,755
10-4026	Resid Constr Park & Rec Fee	\$9,000	\$32,200		\$41,200
10-4920S	Tsfr In: SMA-Sales Tax	\$2,358,008	\$200,000		\$2,558,008
10-4981	TSFR IN: GO SINKING	\$3,984	\$536		\$4,520
10-590-920S	Tsfr Out: SMA	\$2,358,008	\$200,000		\$2,558,008
10-590-931S	Tsfr Out: Cemetery	\$147,375	\$12,500		\$159,875
10-590-934S	Tsfr Out: Library	\$147,375	\$12,500		\$159,875
10-590-935S	Tsfr Out: Parks & Rec	\$294,751	\$25,000		\$319,751
10-590-937	Tsfr Out: Resid Constr Park/Re	\$9,000	\$32,200		\$41,200
10-590-940S	Tsfr Out: Fire Cash	\$147,375	\$12,500		\$159,875
10-590-941S	Tsfr Out: Police Cash	\$147,375	\$12,500		\$159,875
10-590-944S	Tsfr Out: Major Thorofare	\$294,751	\$25,000		\$319,751
10-590-945S	Tsfr Out: Cap Impr	\$589,502	\$50,000		\$639,502
10-590-946S	Tsfr Out: W&S Impr	\$589,502	\$50,000		\$639,502
10-590-948S	Tsfr Out: Water Resources	\$1,179,004	\$100,000		\$1,279,004
10-590-965S	Tsfr Out: Str Impr Sales Tax	\$1,473,755	\$125,000		\$1,598,755
10-590-967S	Tsfr Out: Sewer Impr Sales Tax	\$1,473,755	\$125,000		\$1,598,755

<b>Date Approved</b>	<b>Finance Director</b>	<b>Date Rejected</b>	<b>Reason</b>
<b>Date Approved</b>	<b>City Manager</b>	<b>Date Rejected</b>	<b>Reason</b>

**FY 17-18**

**Transfer #: 17-**

# BUDGET TRANSFER REQUEST

<b>DEPARTMENT</b>	<b>Department Head Signature</b>	<b>Date Requested</b>			
VARIOUS		6/18/2018			
TO PROVIDE FUNDS FOR ADJUSTMENTS NEEDED BASED					
ON PROPOSED BUDGET AND CURRENT YEAR TO DATE					
(revenue, transfers, personnel, & other fees & charges)					
RESOLUTION #					
Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
20-4047	Refuse Collection	\$1,680,000	\$42,000		\$1,722,000
20-4910S	Tsfr In: General Fund - Sales Ta	\$2,358,008	\$200,000		\$2,558,008
20-4998	Tsfr In: Series 2014 Utility	\$399	\$8,310		\$8,709
20-523-133	Employee Insurance	\$34,600	\$3,000		\$37,600
20-523-311	Professional Services	\$34,500	\$5,000		\$39,500
20-527-141	Contract Labor	\$13,123,000	\$42,000		\$13,165,000
20-590-351	Equipment Maintenance	\$15,037	\$2,000		\$17,037
20-590-910S	Tsfr Out: GF	\$2,358,008	\$200,000		\$2,558,008
31-4051	Maintenance	\$34,000	\$10,000		\$44,000
31-4052	Lot Sales	\$25,000	\$25,000		\$50,000
31-4910S	Tsfr In: General Fund-Sales Tax	\$147,375	\$12,500		\$159,875
31-531-943	Tsfr Out: Cemetery Perp Care	\$7,375	\$4,375		\$11,750
32-4054	Camping Revenue	\$23,000	\$2,000		\$25,000
32-532-331	Utilities	\$11,000	\$3,000		\$14,000
34-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
35-4910S	Tsfr In: General Fund - Sales Ta	\$294,751	\$25,000		\$319,751
35-535-331	Utilities	\$50,000	\$5,000		\$55,000
37-4910	Tsfr In: General Fund	\$9,000	\$32,200		\$41,200
38-4959	Tsfr In: Hotel/Motel Tax	\$42,188	\$5,625		\$47,813
40-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
41-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
43-4931	Tsfr In: Cemetery	\$7,375	\$4,375		\$11,750
44-4910S	Tsfr In: General Fund - Sales Ta	\$294,751	\$25,000		\$319,751
45-4910S	Tsfr In: General Fund - Sales Ta	\$589,502	\$50,000		\$639,502
46-4910S	Tsfr In: General Fund - Sales Ta	\$589,502	\$50,000		\$639,502
47-4085	Spay/Neuter Fee	\$17,500	\$4,000		\$21,500
47-547-315	Other Services & Charges	\$17,000	\$4,000		\$21,000
48-4910S	Tsfr In: General Fund - Sales Ta	\$1,179,004	\$100,000		\$1,279,004
59-4004	Hotel/Motel Tax	\$225,000	\$30,000		\$255,000
59-501-311	Professional Services	\$42,188	\$5,625		\$47,813
59-590-938	Transfer Out: Park Dev fund	\$42,188	\$5,625		\$47,813
65-4910S	Tsfr In: General Fund - Sales Ta	\$1,473,755	\$125,000		\$1,598,755
67-4910S	Tsfr In: General Fund - Sales Ta	\$1,473,755	\$125,000		\$1,598,755
81-581-910	TSFR OUT: GENERAL FUND	\$3,984	\$536		\$4,520
98-4081	Interest	\$5	\$60		\$65
98-566-311	Prof Services	\$8,250		\$8,250	\$0
98-590-920	Tsfr Out: SMA	\$399	\$8,310		\$8,709
<b>Date Approved</b>	<b>Finance Director</b>	<b>Date Rejected</b>	<b>Reason</b>		
<b>Date Approved</b>	<b>City Manager</b>	<b>Date Rejected</b>	<b>Reason</b>		
<b>FY 17-18</b>		<b>Transfer #:</b>	17-		



**AGENDA ITEM**

**Administration 7.E.**

**Municipal Authority Regular**

**Meeting Date:** June 18, 2018

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding a Resolution of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the Sewer System Development and Extension Fee Fund FY 2017-2018 annual budget by increasing revenues and appropriations in the amount of \$7,850,000.00 to recognize loan proceeds for the purpose of constructing a sewerline extension, making wastewater treatment plant improvements, and purchasing a pipeline television inspection system.

**BACKGROUND:**

The Sapulpa Municipal Authority has approved a loan from the Oklahoma Water Resources Board through the Clean Water State Revolving Fund in the amount of \$7,850,000.00. These funds have been designated to construct a sewerline extension on Frankhoma Road, make necessary improvements to the wastewater treatment plant, and purchase a pipeline television inspection system.

**RECOMMENDATION:**

Staff recommends approval of this resolution.

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**Attachments**

Sewer System Development & Extension Fee Fund Resolution 061818

Sewer System Development & Extension Fee Fund Budget Adjustment 061818

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA AMENDING THE SEWER SYSTEM DEVELOPMENT AND EXTENSION FEE FUND FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE AMOUNT OF \$7,850,000.00 TO RECOGNIZE LOAN PROCEEDS FOR THE PURPOSE OF CONSTRUCTING A SEWERLINE EXTENSION, MAKING WASTEWATER TREATMENT PLANT IMPROVEMENTS AND PURCHASING A PIPELINE TELEVISION INSPECTION SYSTEM.

**WHEREAS**, the Sapulpa Municipal Authority has approved a loan from the Oklahoma Water Resources Board through the Clean Water State Revolving Fund in the amount of \$7,850,000.00; and

**WHEREAS**, the Sapulpa Municipal Authority has designated the proceeds from this loan to construction a sewerline extension on Frankoma Road, make necessary improvements to the wastewater treatment plant, and to purchase a pipeline television inspection system,

**NOW, THEREFORE BE IT RESOLVED**, by the Sapulpa Municipal Authority, Sapulpa, Oklahoma, that the following budget amendments be made:

**SEWER SYSTEM DEVELOPMENT & EXTENSION FEE FUND**

**Revenues**

(Increase)	49-4203 Note Proceeds	<u>\$7,850,000.00</u>
	Total Revenues Increase:	\$7,850,000.00

**Wastewater Treatment Plant Improvements**

(Increase)	49-525-311 Professional Services	\$ 729,400.00
(Increase)	49-525-405B Facilities-Contract	<u>3,817,650.00</u>
	Total Appropriations Increase:	\$4,547,050.00

**Sanitary Sewer System Extension**

(Increase)	49-526-311 Professional Services	\$ 575,380.00
(Increase)	49-526-405B Facilities-Contract	<u>2,468,520.00</u>
	Total Appropriations Increase:	\$3,043,900.00

**Pipeline Television Inspection System**

(Increase)	49-546-401 Equipment	<u>\$ 86,737.00</u>
	Total Appropriations Increase:	\$ 86,737.00

**Sewer Development & Extension**

(Increase)	49-549-502 Trustee Fees	\$ 500.00
(Increase)	49-549-506 Issue Costs	<u>171,813.00</u>
	Total Appropriations Increase:	\$ 172,313.00

**PASSED BY THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA,  
OKLAHOMA and signed by the Chairman this 18th day of June 2018.**

\_\_\_\_\_  
Reg Green, Chairman

ATTEST:

\_\_\_\_\_  
Shirley Burzio, Trust Secretary

\_\_\_\_\_  
David Widdoes, Trust Attorney

# BUDGET TRANSFER REQUEST

<b>DEPARTMENT</b>	<b>Department Head Signature</b>	<b>Date Requested</b>
SWR SYS DEV & EXT		6/18/2018

TO RECOGNIZE OWRB NOTE PROCEEDS AND PROVIDE FUNDING  
FOR SWR LINE EXTENSION, WWTP IMPROVEMENTS, & PIPELINE TELEVISION INSPECTION  
SYSTEM

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
49-4203	NOTE PROCEEDS	\$0	\$7,850,000		\$7,850,000
49-525-311	PROFESSIONAL SERVICES	\$0	\$729,400		\$729,400
49-525-405B	FACILITIES-CONTRACT	\$0	\$3,817,650		\$3,817,650
49-526-311	PROFESSIONAL SERVICES	\$0	\$575,380		\$575,380
49-526-405B	FACILITIES-CONTRACT	\$0	\$2,468,520		\$2,468,520
49-546-401	EQUIPMENT	\$0	\$86,737		\$86,737
49-549-502	TRUSTEE FEES	\$0	\$500		\$500
49-549-506	ISSUE COSTS	\$0	\$171,813		\$171,813

<b>Date Approved</b>	<b>Finance Director</b>	<b>Date Rejected</b>	<b>Reason</b>

<b>Date Approved</b>	<b>City Manager</b>	<b>Date Rejected</b>	<b>Reason</b>

<b>FY 17-18</b>	<b>Transfer #:</b> 17-
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**AGENDA ITEM**

**Municipal Authority Regular**

**9.A.**

**Meeting Date:** June 18, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** City Manager

**Presented By:**

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**SUBJECT:**

Status Report from Tetra Tech regarding various City and Authority projects.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

Status Report 06-18-18

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STATUS  
 O = Operations  
 P = Planning  
 E = Engineering Design  
 C = Construction

TETRA TECH, INC.  
 PROJECT STATUS REPORT  
 SAPULPA, OKLAHOMA  
 JUNE 18, 2018

PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1. Water Atlas Creation	Ryan Mittasch, P.E.	P		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2. N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		This project was advertised for construction. Bids were opened June 13.	Award if bids are approvable.
3. SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Subconsulting and survey underway. Alignment selection an important step in the next couple of weeks.	None.
4. Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals received from ODOT and ODEQ. Minor comments received and addressed for Stillwater Central Rail crossing permit. Awaiting approval from Omega Rail Mgmt.	None.
5. Hobson Street Study	Josh Muskopf, P.E.	P		Study area flow monitoring underway.	None.
6. Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Agreement for Engineering Services to provide sanitary sewer to 65 acres at the Northwest Corner of E. 81 <sup>st</sup> Street and Frankoma Road.	Approve Agreement for Engineering Services.