

SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, AUGUST 6, 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 July 16, 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 \$366,119.77
(Refer to: Purchase Order Claim Register with City Agenda)
 - B. Consider ratifying the new Employment Agreement with the City Attorney, effective August 1, 2018.
6. **PUBLIC HEARINGS.**

7. **ADMINISTRATION.**

- A. Discussion and possible action regarding a Professional Services Agreement with S2 Engineering, PLLC, to perform a Chloramination System Improvements Evaluation Study in the amount of \$41,800.00.
- B. Discuss and possible action regarding Addendum No. 1 to Professional Services Agreement for Engineering Services with Tetra Tech for the planning, design, and project management of the Westside/SeneGence Sanitary Sewer Extension Project. (No cost adjustment.)
- C. Discussion and possible action regarding Change Order No. 4 to agreement for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System in the additive amount of \$3,282.00.
- D. Discussion and possible action regarding Supplemental Agreement No. 2 to the Agreement for Engineering Services with Professional Engineering Consultants, P.A. for redesign of North Hickory Street roadway and storm sewer between Dewey Avenue and Muskogee Avenue for a cost of \$18,800.00.
- E. Discussion and possible action regarding Supplemental Agreement No. 1 to the Agreement for Engineering Services with Professional Engineering Consultants, P.A., for redesigning services for Canyon Road Improvement Project for a cost of \$49,547.00.

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 SMA 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 3rd day of August, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Amy Hoehner*

Title: *Legal Assistant*



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: August 6, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the July 16, 2018, regular Municipal Authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.07-16-2018 sma

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of July 16, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, July 16, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Chairman
John Anderson, Trustee
Bruce Bledsoe, Trustee
Marty Cummins, Trustee
Craig Henderson, Trustee
Hugo Naifeh, Trustee
Carla Stinnett, Trustee

Absent: Louis Martin, Vice-Chairman
Wes Galloway, Trustee
Charles Stephens, 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, ADMINISTRATION.

Motion was made by Trustee Hugo Naifeh, seconded by Trustee Marty Cummins, to approve the following items of business:

- A. Approve the minutes of the July 2, 2018, regular municipal authority meeting;
- B. Approve claims in the amount of \$416,971.83;
- C. Approve renewing the agreement with S2 Engineering, PLLC, for engineering services relative to management of the City's Industrial Pretreatment Program;
- D. Approve the contract with Advanced Copier Systems (ACS) for copier maintenance for the year ending July 1, 2019.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

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

- A. The status report from Tetra Tech, Inc., regarding various city and trust projects was presented for discussion. 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 Trustee Craig Henderson, seconded by Trustee Marty Cummins, to adjourn the meeting. Motion carried unanimously.

Chairman

Attest:

Secretary



Consent Agenda 5.A.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$366,119.77
(Refer to: Purchase Order Claim Register with City Agenda)



AGENDA ITEM

Consent Agenda 5.B.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Consider ratifying the new Employment Agreement with the City Attorney, effective August 1, 2018.

BACKGROUND:

On August 1, 2018 the City Council met and approved a new employment agreement with the City Attorney. As with all past agreements, the Trust is a party and this item follows from the City's approval of said agreement. Agreement to be supplied at meeting.

RECOMMENDATION:

Staff recommends Trustees approve said employment agreement and authorize the Chairman to execute same.

Attachments

Employment Agreement

EMPLOYMENT AGREEMENT

This agreement, made and entered into this 1st day of August, 2018, by and between the City of Sapulpa, Oklahoma, a municipal corporation, and the Sapulpa Municipal Authority, a public trust (collectively "Employer"), and David R. Widdoes, an individual ("Employee"), both of whom understand and agree as follows:

WITNESSETH

Whereas, employer desires to retain and employ the services of David R. Widdoes as City Attorney for the City of Sapulpa, Oklahoma, pursuant to the applicable provisions of the Sapulpa City Charter and the Sapulpa City Code; and

Whereas, it is the desire of the Employer to provide Employee with benefits, establish certain conditions of employment and to set working conditions for Employee; and

Whereas, it is the desire of the Employer to secure and retain the services of Employee and provide a just means for terminating Employee's services at such time when Employer may otherwise desire to terminate his employ; and

Whereas, Employee desires to accept employment as the City Attorney for the City of Sapulpa, Oklahoma, upon the terms and conditions contained in this Agreement.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer agrees to employ David R. Widdoes as City Attorney for the City of Sapulpa to perform the functions and duties of the office of City Attorney as specified in the Sapulpa City Charter and the Sapulpa City Code. Without limiting the generality of the foregoing, the following are included in the functions and duties of Employee:

- A. Provide legal advice, counsel, services, consultation, and opinions to the City Council, Mayor, City Manager and other levels of the City government, on a wide variety of assignments, including but not limited to, zoning, land use planning, employment, laws against discrimination, construction of public works, purchasing and procurement, leasing, purchase and sale of property, eminent domain, public disclosure issues, tort law, and advice on methods to avoid or minimize exposure in civil litigation.
- B. Attend and furnish legal representation at all City Council meetings, and at meetings of City Council sub-committees when requested.
- C. Appear before courts and administrative agencies to represent the City's interests, including prosecuting violations in all City Courts.

- D. Prepare and/or reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
- E. Work cooperatively with special legal counsel retained by the City for special projects, and coordinate with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
- F. Assist City officials and employees to maintain awareness of and understand the legal roles and duties of their respective offices and interrelationships with others.
- G. Provide the Mayor and City Council with guidance as to procedural matters relating to Council meetings.
- H. Prepare legal opinions at the request of the Mayor, City Council or City Manager.
- I. Provide the Mayor, City Council, City Manager and other administrative staff a legal perspective and advice on various governmental and community issues.
- J. Attend all weekly City Manager staff meetings and management team meetings, and otherwise be available to Employer by phone, cell phone, fax and e-mail.
- K. Perform other legally permissible and proper duties and functions as the Employer and Employee may from time to time agree upon.

SECTION 2. TERM

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the of the Employee to resign at any time from his position with Employer, subject to the provision set forth in Section 4, paragraph C, of this agreement.
- C. Employee agrees to perform the functions of the City Attorney of the City of Sapulpa until July 31, 2021, and to devote the time, effort and attention necessary and required to faithfully and competently perform these duties.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to act as legal counsel for clients other than Employer or to have an of counsel relationship with a law firm or organization, but only if (i) such representation and/or relationship does not present a prohibited conflict of interest under applicable law, (ii) such

representation or relationship does not materially interfere with the performance of the duties and responsibilities to Employer; and (iii) no resources of Employer are utilized in the rendition of such other services or relationship.

- E. In the event written notice is not given by either party to this agreement to the other within ninety (90) days prior to the termination date provided above, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said agreement shall continue thereafter for one (1) year periods unless either party hereto gives ninety (90) days written notice to the other party that the other party does not wish to extend this agreement for an additional one (1) year term.

SECTION 3. SUSPENSION

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement, but only under the following conditions:

- A. A majority of the Council and Employee agree, or
- B. After any necessary or required public hearing and/or any necessary executive sessions, a majority of the Council votes to suspend Employee for just cause, provided, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council.

SECTION 4. TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated without cause by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform under this agreement, then in that event, Employer agrees to continue to pay Employee salary, benefits and insurance for four (4) months, or at Employee's option, a lump sum equal to four (4) months salary, benefits and insurance, and to compensate Employee for any accrued sick leave, vacation, holidays, compensatory time or other accrued benefit; provided, however, that in the event Employee is terminated because of conviction of a felony and/or any illegal act involving personal gain to Employee, then in that event, Employer shall have no obligation to pay the severance sum designated in this paragraph.
- B. In the event Employer at any time reduces the salary or other benefits of Employee in a greater percentage than an applicable across the board reduction for all non-uniform employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns following a suggestion by the Council that he resign, whether formal or informal, then in such case, Employee may, at his option, be deemed to be terminated and entitled to the severance pay sum designated in subsection A.

- C. In the event Employee voluntarily resigns his position with Employer before the expiration of the aforesaid term of this agreement, then Employee shall give employer three (3) months notice in advance, unless the parties otherwise agree.
- D. In the event Employee voluntarily resigns his position with Employer before the expiration of the aforesaid term of this agreement, then Employee shall be entitled to no severance pay, other than accrued benefits provided in Section 9.

SECTION 5. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty-working day period beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the applicable severance pay requirements of Section 4, paragraph A.

SECTION 6. SALARY/COMPENSATION

Effective August 1, 2018, Employer agrees to pay Employee for services rendered as City Attorney, pursuant to this agreement, an annual base salary of \$98,500.00, payable in installments at the same time as other non-uniform employees of the Employer are paid. In addition, effective August 1, 2018, Employer agrees to pay Employee for services rendered as Trust Attorney, pursuant to this agreement, an annual base salary of \$30,000.00, payable in installments at the same time as other non-uniform employees of the Employer are paid.

Furthermore, Employer agrees to increase Employee's base salary and/or other benefits in such amounts and to such extent as the Employer may determine that it is desirable to do so on the basis of an annual salary review. In addition, Employer agrees to increase Employee's salary and/or other benefits at the same time and in the same amounts as is given other non-uniform employees of the Employer generally.

SECTION 7. PERFORMANCE EVALUATION

- A. The Council may review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by employer and employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the employee. Further, the Council shall provide the employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the employee to discuss his evaluation with the Council.
- B. Annually, the Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment

of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

- C. In affecting the provisions of this Section, the Council and employee mutually agree to abide by the provisions of applicable law.

SECTION 8. AUTOMOBILE / CELL PHONE ALLOWANCES

Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with employer of an automobile and cellular phone provided by him. Employer shall compensate Employee by paying him (i) a \$6,000.00 yearly car allowance payable in monthly installments, and (ii) a \$960 yearly phone allowance payable in monthly installments.

SECTION 9. VACATION, SICK LEAVE AND TENURE PAY

Employee shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other non-uniform employees of employer. Provided, however, effective July 1, 2016, Employee shall receive three (3) days of additional vacation leave in addition to the benefits set forth herein. Employee shall accrue and be entitled to tenure pay at the applicable rate as provided to other non-uniform employees of Employer. Employer agrees to pay the following percentage of accumulated sick leave hours at the time of Employee's separation of service:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
15-19	50%
20-24	75%
25 plus	85%

SECTION 10. HEALTH AND LIFE INSURANCE

Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for employee and his dependents and to pay the premiums thereon equal to that which is provided to other non-uniform employees of employer.

SECTION 11. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the employer.

SECTION 12. PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees to budget for and to pay Employee's licensing dues and fees to the Oklahoma Bar Association and the International Association of Municipal Attorneys and any required educational, travel and subsistence expenses for professional and official travel, meetings and occasions necessary to continue the development of Employee and to adequately pursue necessary official and other functions of Employer.
- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of employee for short courses, institutes and seminars that are necessary for his professional development for the good of the employer.

SECTION 13. INDEMNIFICATION

Pursuant to Oklahoma state law, employer shall defend, save harmless and indemnify against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of employee's performance as city attorney. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon.

SECTION 14. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the employee under any law or ordinance.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Council, in consultation with the employee, shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the city charter, or any other law.
- B. All provisions of the city charter and code, and regulations and rules of the employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also apply to employee as they would to other non-uniform employees of employer, in addition to said benefits enumerated specifically for the benefit of employee except as herein provided.
- C. Except as otherwise provided herein, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded non-uniform department heads, including provision governing accrual and payment therefor on termination of employment.
- D. For issuing opinions and transactional work performed in connection with the issuance of indebtedness by the City or its public trusts, Employee shall be entitled to receive as

additional compensation for such extra-ordinary services, one-eight of one percent of the par amount of bonds issued, provided such compensation is authorized by and paid for from the proceeds of such indebtedness.

- E. Employer shall provide offices, equipment, and supplies at City Hall as needed for Employee to perform the duties and responsibilities as the City Attorney for Sapulpa, and agrees to budget and to pay for one full time administrative staff person to provide support services for Employee.

SECTION 16. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of employee, except to the degree of such a reduction across-the-board for any non-uniform employees of the employer.

SECTION 17. PENSION

Employer agrees to match employee's contributions to the non-uniform employee Pension Fund up to a sum equal to that which is provided to other non-uniform employees, but in no event less than eight percent (8%). In addition, Employer agrees to contribute an amount equal to 5% of Employee's gross salary annually by 12 equal installments per year to the OMRF retirement fund.

SECTION 18. NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City Clerk
City of Sapulpa
P.O. Box 1130
Sapulpa, OK 74066

EMPLOYEE: David R. Widdoes
671 Lakeview Drive
Sapulpa, OK 74066

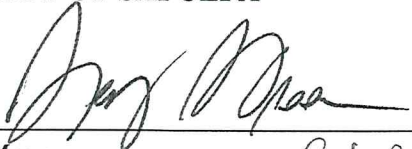
SECTION 19. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.

- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of employee.
- C. This agreement shall be effective on the date executed by the parties.
- D. If any provision or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

In witness whereof, the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, has caused this agreement to be executed in its behalf by its Mayor, and duly attested by its City Clerk, and by its Chairman, and duly attested to by its Secretary, and the employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SAPULPA



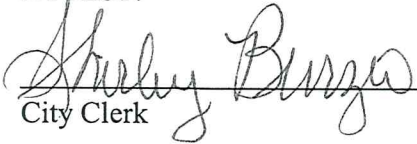
 Mayor 8-1-2018

EMPLOYEE

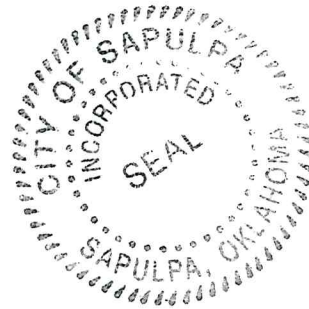


 David R. Widdoes

ATTEST:



 City Clerk



SAPULPA MUNICIPAL AUTHORITY



 Chairman

ATTEST:



 Secretary 8-6-2018





AGENDA ITEM

Administration 7.A.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted For: Bobby Petitt, Water Treatment Supervisor

Submitted By: Amy Hoehner, Legal Assistant

Department: Water Treatment

Presented By: Bobby Petitt

SUBJECT:

Discussion and possible action regarding a Professional Services Agreement with S2 Engineering, PLLC, to perform a Chloramination System Improvements Evaluation Study in the amount of \$41,800.00.

BACKGROUND:

This is for engineering services to perform an evaluation study required by the Oklahoma Department of Environmental Quality (DEQ). This evaluation will start the process of implementing Chloramination to replace free chlorine for disinfection of water at the City Water Treatment Plant. S2 Engineering, PLLC, has agreed to provide these engineering services at a cost of \$41,800.00. For more detailed information, please see attachment.

RECOMMENDATION:

Staff recommends Council approve Agreement and authorize Mayor to execute same.

Fiscal Impact

Amount: \$41,800.00

To be paid from: Wastewater Professional Services Account

Account number: 20-525-311

Attachments


Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

PARTIES TO THE AGREEMENT:	CLIENT City of Sapulpa Sapulpa Municipal Authority Attention: Rick Rumsey, Assistant City Manager 425 E. Dewey, Sapulpa, OK 74067	CONSULTANT S2 Engineering, PLLC 7633 E 63 rd Pl, Suite 300 Tulsa, OK 74133 Mailing Address: P.O. 2347, Broken Arrow, OK 74013
PROJECT DESCRIPTION:	Chloramination System Improvements, Sapulpa Water Treatment Plant	
SCOPE OF SERVICES:	Task A: Engineering Report Task B: Distribution System Modeling See Attachment A for detailed scope items.	
SCHEDULE:	Engineering Report. The preliminary report shall be completed and submitted to the City within 5-months after notice to proceed. The final report shall be submitted within 30-days after receipt of review comments from the City.	
COMPENSATION:	Task A: Engineering Report, Lump Sum \$26,900 Task B: Distribution System Modeling, Lump Sum \$14,900	
ATTACHMENTS:	Attachment A	

SCHEDULE OF PAYMENTS: S2 Engineering, PLLC shall be paid monthly based on invoices submitted. Invoices are due within 30 days of submittal unless mutually agreed in writing.

EXECUTION: Execution of this document by duly authorized representatives of S2 Engineering, PLLC and Client, including S2 Engineering, PLLC's Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT:	CONSULTANT:	S2 ENGINEERING, PLLC
BY:	BY:	Srini Sundaramoorthy, P.E.
SIGNATURE:	SIGNATURE:	
TITLE:	TITLE:	Principal
DATE:	DATE:	6/25/2018

S2 ENGINEERING, PLLC - STANDARD CONDITIONS

1. **SERVICES.** S2 Engineering, PLLC (S2E) shall provide professional services in accordance with the agreed upon scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and S2 Engineering, PLLC, and upon receipt by S2E of a signed original or electronic transmittal. If electronic transmittal is initially sent to S2E Client will provide S2E with a signed original for record as soon as practicable.
3. **INITIATION.** S2 Engineering, PLLC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or S2 Engineering, PLLC upon 10 days written notice. In the event of such termination, S2E will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.
5. **STANDARD OF CARE.** Services provided by S2 Engineering, PLLC 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. S2 Engineering, PLLC makes no warranty or guaranty, either express or implied.
6. **INDEPENDENT CONSULTANT.** S2 Engineering, PLLC 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.
7. **COMPLIANCE WITH LAWS.** S2 Engineering, PLLC will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
8. **COLLECTION COSTS.** In the event 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, S2 Engineering, PLLC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by S2 Engineering, PLLC in connection therewith and, in addition, the reasonable value of S2 Engineering, PLLC's time and expenses spent in connection with such collection action.
9. **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 S2 Engineering, PLLC. S2 Engineering, PLLC will retain all common law, statutory, and other reserved rights, including the copyright thereto. S2 Engineering, PLLC 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 S2 Engineering, PLLC.
10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, S2 Engineering, PLLC shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by S2 Engineering, PLLC as part of services during construction under Agreement shall not make S2 Engineering, PLLC responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make S2 Engineering, PLLC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
12. **INSURANCE.** S2 Engineering, PLLC will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$1,000,000 in the aggregate.
 - c. Automobile Liability — minimum of \$250,000 combined single limit for bodily injury and property damage.
 - d. Professional Liability (E&O) — \$500,000 each claim and in the aggregate.
13. **INDEMNIFICATION/HOLD HARMLESS.** S2 Engineering, PLLC 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 by S2 Engineering, PLLC's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of S2 Engineering, PLLC and the Client, this indemnification applies only to the extent of the negligence of S2 Engineering, PLLC.
14. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and S2 Engineering, PLLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of S2 Engineering, PLLC, 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 S2 Engineering, PLLC and its subconsultants to all those named shall not exceed \$50,000 or the amount of S2 Engineering, PLLC'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.
15. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
16. **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 who is awarded a net recovery against the other 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.

ATTACHMENT A
CHLORAMINATION SYSTEM IMPROVEMENTS
SAPULPA WATER TREATMENT PLANT
CITY OF SAPULPA, OK

I. BACKGROUND

City of Sapulpa (City) maintains and operates the Water Treatment Plant (WTP) under Oklahoma Department of Environmental Quality (DEQ) permit OK1020404. The WTP uses free chlorine for both primary disinfection and to maintain required disinfectant residual in the distribution system. Under Stage 2 Disinfection and Disinfection By-Product Rule (DBP Rule), Sapulpa monitors for DBPs at four locations within the distribution system. Sapulpa has experienced isolated violation of the DBP at some of these locations which triggered notice of violation from DEQ. In order to mitigate the DBP violations, City desires to implement chloramine as the secondary disinfection to maintain required disinfection residual. City requested S2 Engineering, PLLC (Engineer) to assist with the scope of work necessary to accomplish this project. The project scope of work is more fully discussed below.

II. SCOPE OF WORK

The scope of the project includes the following distinctive phases:

- A. Engineering Report**
- B. Distribution System Modeling**
- C. Design Phase (Future)**
- D. Bidding Phase (Future)**
- E. Construction Phase (Future)**

A. Engineering Report (ER). The purpose of the ER is to identify, evaluate and provide conceptual design information for the proposed chloramination system. The ER will meet the criteria established by the DEQ and will be suitable for DEQ review and approval. This phase includes the following tasks:

1. **Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the City, and coordination of the project team.
2. **Data Collection.** The purposed of the data collection is to gather and review pertinent information related to the DBP and plant historical operational data to analyze and summarize the existing conditions. Engineer will coordinate with the City and obtain the following data for project review:
 - a. **DBP Data.** Engineer will gather and summarize the last three years of DBP test results.



Attachment A- Chloramination System Improvements
Sapulpa Water Treatment Plant

- b. Plant Monthly Operational Data (MOR). Engineer will gather from City the last three years of MOR, analyze and summarize them in terms of historical performance for TOC removal, performance of current treatment strategy for enhanced coagulation and sedimentation.
 - c. Disinfection Profiling and Benchmark. Engineer will gather from City the current disinfection profiling and benchmarking for the current disinfection process as approved by the DEQ. Any modification to the current disinfection practices must be documented with respect to the DEQ approved benchmarking basis to demonstrate (to DEQ) the proposed modification will be at or better than the current disinfection goals.
 - d. Water Distribution Map. Obtain the updated water distribution map for the City.
 - e. Record Drawings. Obtain record drawings for the existing WTP.
3. ***Field Sampling and Testing.*** For chloramines, DEQ standards 252:631-3-3 require certain field testing and analysis. Engineer will coordinate with the City to conduct and complete these field analyses. City will be responsible for the field sampling as well as the cost of all laboratory analysis required by DEQ 252:631-3-3. The lab cost associated with all testing will be paid by the Owner directly to the testing lab. The following summarizes the field sampling and testing requirements.
- Select at least 4 sample points. At least 25% of the sample points must be at locations within the distribution system reflecting the maximum residence time of water in the system. It is understood that Engineer will utilize existing Initial Distribution System Evaluation (IDSE) study information and City's input in determining the maximum residence time. Detailed distribution system modeling and analysis, if required, will be provided under Task B.
 - Collect samples from the selected points weekly for 6 weeks and perform the following analyses using the methods approved in 40 CFR 141.74(a)(1) before modification of treatment is initiated: Total Coliform, Fecal Coliform, and Heterotrophic Plate Count.
 - After modification of the treatment process, perform the bacteriological tests for samples collected at each of the selected points at quarterly intervals for one year, and then annually, when samples are collected for total trihalomethane determination. Submit the results to the DEQ.
4. ***CT (Concentration and Contact Time) Time Documentation.*** Engineer will prepare calculations to document the disinfection CT and log inactivation of Giardia Lamblia and virus as required by DEQ 252:631-3-3. In calculating the CT, Engineer will utilize baffling factors for the existing clear well facilities as provided in EPA guidance documents.

5. **Existing Ammonia Feed System Evaluation.** The existing WTP was originally designed to accommodate an ammonia feed system. Engineer will review the existing system and summarize current condition and potential improvements for implementation. Perform condition assessment and identify improvements needed for the following existing facilities:
 - a. Ammonia feed pumps
 - b. Ammonia storage tank
 - c. Ammonia storage room access and ventilation requirements
 - d. Eye wash facilities
 - e. Ammonia piping and injections
 - f. Monitoring and operational controls and integration with plant SCADA
6. **Chloramine System.** Engineer will evaluate the existing ammonia facilities, identify improvements necessary to provide a complete chloramine feed system and controls, prepare conceptual sketches and drawings for the recommended system, perform calculations to establish system needs, and develop conceptual design and most probable cost estimates for the chloramine system. Engineer will prepare operational cost to include chemical (ammonia) costs and storage needs.
7. **Report.** Engineer will prepare the report documenting the analysis and evaluation.
 - a. Engineer will submit three copies of the preliminary report for City review. Engineer will meet with City staff to review and solicit comments.
 - b. Engineer will submit three copies of the final report incorporating City review comments.
8. **DEQ Review.** Engineer will coordinate with City and submit two copies of the report for DEQ review and assist City in responding to DEQ review comments and approval.

B. Distribution System Modeling. Engineer will utilize a previously developed skeletonized model of the Sapulpa water distribution system for the study. This model was developed approximately two decades ago and needs update. This skeletonized model is a schematic representation of the distribution system and is not based on GIS database and the model was also not a fully calibrated model. The system wide demand distribution also needs an update. This task involves updating the model for use in estimating the residence time to facilitate selection of sampling sites described in Task A. The model update will include the following sub tasks:

1. **Skeleton Model Update.** Engineer will review with City staff and based on City staff input update the model to include any new pipes and pump information. The skeleton model will include all known pipelines 4-inch and larger.
2. **Water Demand Update.** Engineer will gather last three years of water production and billing and establish system demand for use in the model.

Attachment A- Chloramination System Improvements
Sapulpa Water Treatment Plant

Demand will be established in terms of annual average, maximum daily and peak hourly demands. In addition, engineer will also gather City utility billing data to establish residential, commercial and other institutional usage. Using these updated information, Engineer will reasonably distribute the various demand types (residential, commercial, institutional, etc.) of demands in the model. Engineer will utilize professional judgement and readily available aerial maps (such as Google Earth) to distribute the nodal demands in the model.

3. **Model Calibration.** Model calibration is a process of utilizing known system data and then adjusting the model parameters until the model results reasonably match the known system conditions. The goal of the model calibration is to assure the model reasonable predicts the distribution system behavior. There are two types of calibration: Macro-calibration and micro-calibration. In macro calibration, system data such as water plant pumping and tank levels are utilized. In micro calibration, more extensive filed data collection in terms of distribution system pressures and hydrant flow tests are performed to gather more detailed data for model calibration. For the scope of this project, macro-level calibration will be utilized. Engineer will gather from City water plant pumping data and distribution system tank levels for use in the macro-calibration.
4. **Model Analysis.** Engineer will utilize the calibrated model to run time of travel analysis to predict the average and maximum residence times for the existing water distribution network.
5. **Report.** The distribution system modeling analysis will be included as a section in the report prepared under Task A.

C. Design Phase (Future). The scope and fee will be will be mutually established later and incorporated as an addendum to the agreement. The primary infrastructures such as the ammonia storage tank, feed pumps and controls for the chloramine systems are already in place and therefore, the level of design efforts is likely to be minimal. However, as part of the Design Phase, public information, public outreach and public hearing to obtain stakeholder's input should be included. Stakeholders should include large industrial users, wholesale users (such as rural water systems), hospitals, users of swimming pools, dialysis centers, eateries, and other utility customers. Acceptance and public buy-in will be crucial part of the overall implementation of the chloramine system.

D. Bidding Phase (Future, if needed). The scope and the fee will be mutually established and incorporated as an addendum to the agreement.

E. Construction Phase (Future, if needed). The scope and the fee will be mutually established and incorporated as an addendum to the agreement.

III. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER



Attachment A- Chloramination System Improvements
Sapulpa Water Treatment Plant

A. Engineering Services: For the basic services outlined above, City will pay the Engineer the following lump sum:

1.	Engineering Report	\$ 26,900.00
2.	Distribution System Modeling	\$ 14,900.00

The fees for the design (Task C), bidding (Task D) and construction phase (Task E) services shall be established mutually between Owner and Engineer and will require an amendment to this agreement and a separate notice to proceed from the Owner.

IV. SCHEDULE

A. Engineering Report. The preliminary report shall be completed and submitted to the City within 5-months after notice to proceed. The final report shall be submitted within 30-days after receipt of review comments from the City.



AGENDA ITEM

Administration 7.B.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discuss and possible action regarding Addendum No. 1 to Professional Services Agreement for Engineering Services with Tetra Tech for the planning, design, and project management of the Westside/SeneGence Sanitary Sewer Extension Project. (No cost adjustment.)

BACKGROUND:

This addendum includes three separate changes to the original agreement for substitutions of equivalent equipment with zero net change to the amount of the agreement. Staff has agreed to these alternatives as they meet all original specifications and are compatible with all other components previously agreed upon. Please see attachments for more detailed information.

RECOMMENDATION:

Staff recommends Council/Trustees approve Addendum No. 1 and authorize Mayor/Chairman to execute same.

Attachments

Addendum 1 to Agreement



TETRA TECH

June 8, 2018

**ADDENDUM NO. 1
TO
BASIN N02 & N04 SANITARY SEWER IMPROVEMENTS
SAPULPA, OKLAHOMA**

This Addendum No. 1, consisting of THREE (3) items, is hereby made a part of the Contract Documents to the same extent as though it were originally included therein, and shall supersede anything contained in the Plans and Specifications with which it might conflict. **This Addendum shall be attached to the Index Sheet of the Contract Documents and submitted with the bid. Failure to do so shall result in the bid being deemed non-responsive.**

CONTRACT DOCUMENTS AND SPECIFICATIONS

1. In the Specifications, *Section 11303, Submersible Pumps, Non-Clog*, these specifications reference a Fairbanks Morse model. The Owner has elected to allow approvable equals as alternate pump options if they meet all specifications and are compatible with all other components shown in the Plans and Specifications.
2. In the Specifications, *Section 11303, Submersible Pumps, Non-Clog*, Replace Paragraph 2.05, A. with:

"A. Refer to the following related section:

Section 17050: Control Systems"

3. In the Specifications, *Section 11330, Submersible Grinder*, these specifications reference a JWC Muffin Monster model. The Owner has elected to allow an equivalent Franklin-Miller, Taskmaster Titan model as an approvable option provided it meets the specifications and is compatible with all other components shown in the Plans and Specifications.

Oklahoma CA No 2388
Expires 6/30/2019
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A11

All other provisions of the Plans and Specifications shall remain in full force and effect.

END OF ADDENDUM NO. 1



BY: *Ryan L. Mittasch*
Ryan L. Mittasch, P.E.
Project Manager

DATE/SEAL: _____

Accepted By: _____ Date: _____

_____ Company: _____

Title



AGENDA ITEM

Administration 7.C.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Change Order No. 4 to agreement for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System in the additive amount of \$3,282.00.

BACKGROUND:

This change order adds the cost of bonds and insurance required for the renewal agreement for emergency repairs on the Skiatook Raw Water Conveyance System in a shared total amount of \$8,205.00, of which the City of Sapulpa is obligated for \$3,282.00. For additional information regarding this item, please refer to the attachments.

RECOMMENDATION:

Staff recommends approval of the agreement.

Fiscal Impact

Amount: \$3,282.00

To be paid from: Water Treatment Fund

Account number: 20-524-315B

Attachments

Change Order No. 4

Tetra Tech
 7645 E. 63rd St., Suite 301
 Tulsa, OK 74133
 Oklahoma CA No. 2388, Expires 6/30/2019

CONTRACTOR CHANGE ORDER NO. 4

PROJECT: EMERGENCY REPAIRS, 2014 SKIATOOK RAW WATER CONVEYANCE SYSTEM	OWNER: Sand Springs & Sapulpa Municipal Authorities PO Box 338 / PO Box 1130 Sand Springs / Sapulpa, OK
CONTRACTOR: T-G Excavating, Inc. 26016 E. Admiral Catoosa, OK 74015	PROJECT NO.: 11348-16001 DATE: May 29, 2018

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

C.O. NO.	BID ITEM NO.	DESCRIPTION OF CHANGES - Quantities, units, unit prices, change in completion schedule, etc.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
4		Add Bonds and Insurance costs for renewed 2018 - 2019 Contract period.		\$8,205.00
		Change in Contract price due to this Change Order		\$8,205.00
		Total decrease		
		Total increase		\$8,205.00
		Net increase in Contract price		\$8,205.00

JUSTIFICATION: Per Special Provision (SP-2) extend the renewable contract for one year (add 365 days), and Special Provision (SP-1), add the bond and insurance costs.

The time provided by the contract renewal option for the established unit pricing for emergency repairs is extended by three hundred sixty-five (365) days and thereby ends on August 19, 2019.

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.

Recommended by: [Signature]
 Construction Group - Tetra Tech

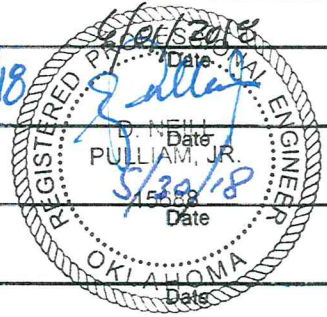
Approved by: [Signature]
 Engineer - Tetra Tech

Accepted by: [Signature], v.p.
 Contractor - T-G Excavating, Inc.

Approved by: [Signature]
 Owner - Sand Springs Municipal Authority

Approved by: _____
 Owner - Sapulpa Municipal Authority

Date: _____



DISTRIBUTION: (2) Sand Springs; (2) Sapulpa; (1) TG Excavating; (1) Tetra Tech



AGENDA ITEM

Administration 7.D.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Supplemental Agreement No. 2 to the Agreement for Engineering Services with Professional Engineering Consultants, P.A. for redesign of North Hickory Street roadway and storm sewer between Dewey Avenue and Muskogee Avenue for a cost of \$18,800.00.

BACKGROUND:

This supplemental agreement is for redesign and additional engineering and inspection services on the portion new roadway and storm sewer to be installed on a portion of North Hickory. The project will be redesigned to move the centerline 5 feet west to reduce conflict with an existing ONG gas line along the east right-of-way line. The additive cost is \$18,800.00 for a total adjusted amount of \$106,477.00. For further information, please see attachment.

RECOMMENDATION:

Staff recommends Council/Trustees approve Supplemental Agreement No. 2 and authorize Mayor/Chairman to execute same.

Fiscal Impact

Amount: \$18,800.00

To be paid from: Series 2014 Street Capital Improvement Bond

Account number: 63-563-311B

Attachments

Supplemental Agreement No. 2

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR ENGINEERING SERVICES DATED JULY 7, 2014
BY AND BETWEEN

THE CITY OF SAPULPA, OKLAHOMA
PARTY OF THE FIRST PART, HEREINAFTER CALLED "OWNER"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement between the two parties covering engineering services to be provided by the ENGINEER in conjunction with street improvements on North Hickory Street between Dewey Avenue and Muskogee Avenue, hereinafter called the "PROJECT", and

WHEREAS, Article IV.C. of the above referenced Agreement provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

Provide additional design services to redesign the project by moving the centerline 5 feet west and thereby reduce or eliminate conflict with the existing ONG gas line along the east RW line. This requires design of proposed RW along the west side of the project, preparation of legal descriptions and tract drawings and coordination for acquisition of easements for RW. Also provide additional design services to revise the proposed storm sewer to include replacement of a portion of the 60" CMP under Hickory Street and revise the proposed storm sewer to include new inlets at the intersection of Line Avenue and Hickory Street.

B. PAYMENT PROVISIONS

Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be in accordance with Article IV of the original agreement. The total contract amount will be increased \$18,800 from \$87,677 to \$106,477.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract and any previous supplements to the contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2018.

CITY OF SAPULPA

By: _____
Reg Green
Mayor

ATTEST:

By: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: James P Moore
James P. Moore, P.E.
Principal, Tulsa Office

ATTEST:

By: Nikki Oliver

Hickory Street from SH-66 to Muskogee Avenue					
Additional Design Services for Revised Alignment and Drainage Design					
Description	PE	DE	DT	D	Totals
Gather existing information					0
Miscellaneous survey					0
Utility Coordination	4	4			8
Prepare final base plans			8		8
Field Evaluation					0
Evaluate Geotechnical Report					0
Design and draft typical sections			4		4
Revise Profile and Drainage Design	8	16	24		48
Revise P&P sheets	8	16	36		60
Revise cross sections		36			36
Legal Descriptions and Tract Drwgs	4		12		
Prepare Title Sheet		2	2		4
Prepare Prelim Qtys and Estimates	8	12	4		24
Total Hours	32	86	90	0	208
Labor Rate	41	28	30	17	-
Direct Labor Cost	1312	2408	2700	0	6,420.00
Overhead	1.60				10,272.00
Subtotal					16,692.00
Profit	12%				2,003.00
Printing					55.00
Travel					50.00
Subtotal					18,800.00
Survey					
Geotechnical					
Total					18,800.00



AGENDA ITEM

Administration 7.E.

Municipal Authority Regular

Meeting Date: August 6, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Supplemental Agreement No. 1 to the Agreement for Engineering Services with Professional Engineering Consultants, P.A., for redesigning services for Canyon Road Improvement Project for a cost of \$49,547.00.

BACKGROUND:

This supplemental agreement is for additional engineering and inspection services on the portion of Canyon Road between State Highway 66 and 57th West Avenue. The project will be redesigned between Freedom Road and 57th West Avenue from total reconstruction to a combination of pavement reconstruction and pavement rehabilitation to reduce the impact to the adjacent properties and utilities and reduce the total estimated cost of the project. The additive cost is \$49,547.00 for a total adjusted amount of \$221,205.00. For further information, please see attachment.

RECOMMENDATION:

Staff recommends Council/Trustees approve Supplemental Agreement No. 1 and authorize Mayor/Chairman to execute same.

Fiscal Impact

Amount: \$49,547.00

To be paid from: Series 2014 Street Capital Improvement Bond

Account number: 63-563-311B

Attachments

Supplemental Agreement No. 1

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR ENGINEERING SERVICES DATED JULY 7, 2014
BY AND BETWEEN

THE CITY OF SAPULPA, OKLAHOMA
PARTY OF THE FIRST PART, HEREINAFTER CALLED "OWNER"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement between the two parties covering engineering services to be provided by the ENGINEER in conjunction with street improvements on Canyon Road from SH-66 to 57th West Avenue, hereinafter called the "PROJECT", and

WHEREAS, Article IV.C. of the above referenced Agreement provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

Provide additional design services to redesign the proposed improvements from Freedom Road to 57th West Avenue from total reconstruction to a combination of pavement reconstruction and pavement rehabilitation to reduce the impact to the adjacent properties and utilities and to reduce the total estimated cost of the project. Also provide additional survey to update the utility lines shown on the topographic map from the original survey done in 2014. Also provide additional design services for the proposed improvements from SH-66 to Freedom Road for additional survey and geotechnical investigation to meet ODOT requirements and redesign to include right turn lane on SH-66 at Canyon Road, curb and gutter and storm sewer over a portion of the project, and redesign from mill and overlay with full depth patching to a combination of pavement reconstruction and pavement rehabilitation.

B. PAYMENT PROVISIONS

Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be in accordance with Article IV of the original agreement. The total contract amount will be increased \$49,547 from \$171,658 to \$221,205.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract and any previous supplements to the contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2018.

CITY OF SAPULPA

By: _____
Reg Green
Mayor

ATTEST:

By: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: James P Moore
James P. Moore, P.E.
Principal, Tulsa Office

ATTEST:

By: Nikki Oliver

Exhibit B7					
Canyon Road from 73rd West Avenue to 57th West Avenue					
Additional Design Services for Revised Scope					
Description	PE	DE	DT	D	Totals
Gather existing information					0
Miscellaneous survey					0
Utility Coordination	16	16	16		48
Revise base plans			16		16
Field Evaluation	4	4			8
Evaluate Geotechnical Report					0
Design and draft typical sections			4		4
Revise Profile Design		8	8		16
Drainage Design			8		8
Revise P&P sheets	2	8	24		34
Revise cross sections	4	8	40		52
Prepare Title Sheet					0
Revise Final Qtys and Estimates	4	16	8		28
Total Hours	30	60	124	0	214
Labor Rate	41	28	30	17	-
Direct Labor Cost	1230	1680	3720	0	6,630.00
Overhead	1.60				10,608.00
Subtotal					17,238.00
Profit	12%				2,069.00
Printing					
Travel					
Subtotal					19,307.00
Survey					5,200.00
Geotechnical					
Total					24,507.00

Exhibit B8					
Canyon Road from SH-66 to 73rd West Avenue					
Additional Design Services for Revised Scope					
Description	PE	DE	DT	D	Totals
Gather existing information					0
Miscellaneous survey					0
Utility Coordination	4	4			8
Prepare final base plans			8		8
Field Evaluation					0
Evaluate Geotechnical Report					0
Design and draft typical sections					0
Alignment and Profile Design		4	4		8
Drainage Design					0
Preliminary P&P		16	16		32
Prepare cross sections					0
Prepare Title Sheet					0
Prepare Prelim Qtys and Estimates			8		8
Total Hours	4	24	36	0	64
Labor Rate	41	28	30	17	-
Direct Labor Cost	164	672	1080	0	1,916.00
Overhead	1.60				3,066.00
Subtotal					4,982.00
Profit	12%				598.00
Printing					
Travel					
Subtotal					5,580.00
Survey					12,960.00
Geotechnical					6,500.00
Total					25,040.00



Municipal Authority Regular

9.A.

Meeting Date: August 6, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

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

Attachments

Tetra Tech Status Report

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

TETRA TECH, INC.
PROJECT STATUS REPORT
SAPULPA, OKLAHOMA
AUGUST 6, 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		Construction will begin in July.	None.
3.	SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Survey and geotech complete. Potholing of conflicting utilities upcoming as preliminary design begins ahead of schedule.	None.
4.	Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals from ODOT, ODEQ, and Stillwater Central Railway received. Final plan review underway.	None.
5.	Hobson Street Study	Josh Muskopf, P.E.	P		Study area flow monitoring underway. Survey complete.	None.
6.	Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Survey, environmental information document and engineering report in progress.	None.