SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE COUNCIL CHAMBERS, 2ND FLOOR 7:00 P.M., MONDAY, JULY 3, 2017

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 19, 2017, regular Municipal Authority meeting.
- 4. <u>APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.</u>
- 5. <u>CONSENT ITEMS:</u> 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 \$101,804.00. (Refer to Purchase Order Claims Register with City Agenda.)
 - **B.** Discussion and possible action regarding a Sewer Easement Agreement with Praise Center Ministries, Inc., for the property located at 5672 Hwy 117, Sapulpa, Oklahoma.
 - C. Discussion and possible action regarding a renewal of the Agreement with S2 Engineering PLLC for engineering services relative to management of the City's Industrial Pretreatment Program.
- 6. **PUBLIC HEARINGS.**

7. <u>ADMINISTRATION</u>.

- A. Discussion and possible action regarding the Agreement for Pipeline Fittings Rehabilitation on the Skiatook Raw Water Conveyance System project to Daris Contractors, LLC in the amount of \$14,558.40.
- **B.** Discussion and possible action regarding Change Order 3 to the agreement for engineering services with Tetra Tech and contractor services with T-G Excavating, Inc for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System in the amount of #3,282.00.
- C. Consider approving the close-out of the Bird Avenue Improvements from North Main Street to Highway 97 with H & H Frame Inc., and Pay Request in the amount of \$43,113.57, which includes all retainage withheld; approve all other close-out documents including; and establish the warranty date effective May 23, 2017 through May 22, 2018.
- Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma amending the Master Fee Schedule to the Sapulpa City Code Appendix A, Sections 17.17-511, by providing for Rates for Refuse Collection and Charges; providing for an effective date; 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; and declaring an emergency.
- 8. NEW BUSINESS.
- 9. <u>INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.</u>
- 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	day of	, 2017 at	o'clock p.m., at the
Sapulpa City Hall	, 425 East Dewey, Sapulpa, O	Oklahoma.	
Name:			
Title:			



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: July 3, 2017

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the June 19, 2017, regular Municipal Authority meeting.

BACKGROUND:

RECOMENDATION:

Attachments

minutes.06-19-2017 sma

DRAFT

SAPULPA MUNICIPAL AUTHORITY

TRUST PROCEEDINGS Meeting of June 19, 2017

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, June 19, 2017, 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 Marty Cummins Wes Galloway Craig Henderson

Alan Jones
Hugo Naifeh
Charles Stephens
Carla Stinnett

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 ITEM, ADMINISTRATION AND NEW BUSINESS:

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

- **A.** Approving the minutes of the June 5, 2017, regular Municipal Authority meeting;
- **B.** Approve Claims in the amount of \$513,557.72;
- C. Approve the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2016-2017 Annual Budget by increasing revenues by \$1,246,043.00 and increasing appropriations by \$719,990.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2017-2018 Annual Budget (Resolution #4489);

- D. Approve the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2016-2017 annual budget by increasing budgeted beginning fund balance in the amount of \$148,045.00 and appropriations in the amount of \$139,956.00 in the Water Resources Fund to recognize actual beginning fund balance and provide funds to construct a waterline for the new youth sports complex (Resolution #4488);
- E. Approve the agreement for engineering services with Tetra Tech for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2017-2018 in a shared total amount of \$305,830.00, of which the City of Sapulpa is obligated for \$122,332.00;
- **F.** Approve Phase 1 of the agreement with Tetra Tech, Inc., for engineering services for the Westside/Senegence Sewer Extension Project in the amount of \$43,824.00;
- **G.** Approve the award of the bid for Pipeline Fittings Rehabilitation on the Skiatook Raw Water Conveyance System project to Daris Contractors in the amount of \$14,558.40;
- **H.** Approve the temporary and permanent easements with Donald Eugene Booth for the purpose of constructing and maintaining a sanitary sewer line utility and lift station.

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

2. <u>INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.</u>

A. The project status report from Tetra Tech, Inc., regarding various city and trust authority projects was presented for discussion only. No action was taken by the board.

3. PUBLIC COMMENTS:

There were no public comments made to the board.

There being no further business to consider, motion was made by Trustee Craig Henderson, seconded by Trustee Wes Galloway, to adjourn the meeting. Motion carried unanimously. Chairman Attest:

4.

ADJOURNMENT.



AGENDA ITEM

Municipal Authority Regular

5.A.

Meeting Date: July 3, 2017

Submitted By: Anna Jo Fife, City Manager Assistant

Department: City Manager

Presented By:

SUBJECT:

Consider approving Claims in the amount of \$101,804.00. (Refer to Purchase Order Claims Register with City Agenda.)

BACKGROUND:

RECOMENDATION:

AGENDA ITEM

Consent Agenda 5.B.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Amy Hoehner

SUBJECT:

Discussion and possible action regarding a Sewer Easement Agreement with Praise Center Ministries, Inc., for the property located at 5672 Hwy 117, Sapulpa, Oklahoma.

BACKGROUND:

The Praise Center Ministries, Inc, located adjacent to Hwy 117, is adding a connection to the City's sewer system. This Agreement provides for the public portion of the lines to be dedicated to the City upon construction and inspection and allows the City necessary access for maintenance of the said lines once dedicated.

RECOMENDATION:

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

Attachments

Sewer Easement - Praise Center Ministries

When Recorded, Mail To:

Praise Center Ministries 5672 Hwy 117 Sapulpa, Oklahoma 74066

With a Copy To:

City of Sapulpa Attn: Rachel Clyne, Urban Development Director 425 E Dewey P.O. Box 1130 Sapulpa, OK 74067

(space above for Recorder's use only)

SEWER EASEMENT AGREEMENT

This SEWER EASEMENT AGREEMENT (this "Agreement") is made this 21⁵⁷ day of 2017 (the "Effective Date"), by and between PRAISE CENTER MINISTRIES, INC., an Oklahoma nonprofit corporation ("Grantor"), of 5672 Hwy 117, Sapulpa, Oklahoma 74066, and CITY OF SAPULPA ("Grantee"), of 425 E. Dewey, P.O. Box 1130, Sapulpa, Oklahoma 74067. Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

- A. Grantor is the owner of certain real property in Creek County, Oklahoma ("Grantor's Property").
- B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor's Property, as more particularly described and generally depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Sewer Easement Area"), for the purposes set forth in this Agreement.
- C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. <u>Grant of Easements</u>. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the "Sewer Easement") on, over, across, under and through the Sewer Easement Area for the sole purposes of operating, repairing, restoring, and maintaining an underground sewer line and related facilities (collectively, the "Improvements")..
- 2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Sewer Easement

4851-7183-8265

Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Sewer Easement Area from existing roads at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Sewer Easement Area and the entry upon the Sewer Easement Area by Grantee and Grantee's Agents. In the event Grantee needs to access the Sewer Easement Area to perform any maintenance, repair, or restoration work on the Sewer Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Sewer Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

- Reservation by Grantor. Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Sewer Easement Area for any use not inconsistent with Grantee's permitted use of the Sewer Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Sewer Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Sewer Easement Area (or the surface of the Grantor Property above same).
- 4. <u>Condition of the Sewer Easement Area</u>. Grantee accepts the Sewer Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Sewer Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Sewer Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.
- 5. Maintenance; Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Sewer Easement Area in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property, Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Sewer Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property, Grantor's improvements located thereon, and the Sewer Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's Agents.
- **Indemnification**. Grantee hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates, officers, directors, employees, managers, members, agents, servants and contractors (collectively, "Affiliates") from and against any and all liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees and court costs), demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates caused by or arising out of, either directly or indirectly, (i) the use of or presence at the Easement Area by Grantee and/or Grantee's Agents; (ii) any entry onto or presence at the Easement Area and/or the Grantor's Property by Grantee and/or Grantee's Agents; and (iii) any work performed on the Easement Area by Grantee and/or Grantee's Agents, except to the extent caused directly by Grantor and/or its Affiliates. Grantee's obligations under this Section will survive the termination or expiration of this Agreement.

- 7. <u>Insurance</u>. Grantee shall obtain and maintain a policy or policies of commercial general liability insurance sufficient to insure Grantee and Grantor against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area arising from the exercise of Grantee's rights hereunder, as reasonably determined by Grantor and Grantee. Such policies will name Grantor, and each of them, as additional insureds. Grantee may obtain such insurance by means of self-insurance.
- 8. <u>Liens</u>. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.
- 9. Notice. All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

Praise Center Ministries

5672 Hwy 117

Sapulpa, Oklahoma 74066

If to Grantee:

City of Sapulpa

Attn: Rachel Clyne, Urban Development Director

425 E Dewey P.O. Box 1130 Sapulpa, OK 74067 rclyne@cityofsapulpa.net

- 10. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.
- 11. <u>Self-Help</u>. If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting

Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of ten percent (10%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or in equity.

Miscellaneous. Except as expressly stated herein, the provisions of this Agreement shall 12. be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other party hereto. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein). This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion.

[Signatures and notarizations to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:

PRAISE CENTER MINISTRIES, INC. an Oklahoma nonprofit corporation

	Name (Print):	4/N/) X _ X/I/N
	Its:	
STATE OF OK/Ghoma)		
COUNTY OF <u>Creek</u>)		
On this Asy of Mey, 2017, per known or satisfactorily proved to me to be the created, organized and existing under the laws	of the State of Oklahoma	CENTER MINISTRIES, INC., who acknowledged to me that
he/she signed the foregoing instrument as (10)	for said corp	oration.
WITNESS my hand and official seal.	Wh Ehr	ish
	Notary Public for the State of Oklahoma	NISPARKS
	Exp: 2/18/2021	OTAP
[Signature and	d notarization to follow]	PUBLIC 31
		= CONVAHOMA LINE
		FIRK COUNTY

GRANTEE:	CITY OF SAPULPA, an Oklahoma
	Ву:
	Name (Print):
	Its:
Attest: [INSERT TITLE]	<u></u>
STATE OF	s
known or satisfactorily proved and existing under the laws of	, 2017, personally appeared before me, me to be the of CITY OF SAPULPA, created, organized to State of Oklahoma, who acknowledged to me that he/she signed the for said
WITNESS my hand ar	fficial seal.
	Notary Public for the State of

EXHIBIT A

[Legal Description and Depiction of the Easement Area]

PERMANENT EASEMENT DESCRIPTION

A PERMANENT EASEMENT 16.00 FEET IN WIDTH BEING A PART OF THE SE/4 SW/4 SECTION 32, T-18-N R-12-E, OF THE INDIAN BASE MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

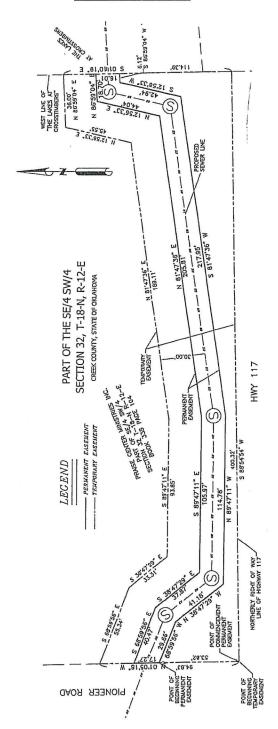
COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 335, PAGE 104, RECORDED IN CREEK COUNTY CLERKS OFFICE, POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT—OF—WAY LINE OF PIONEER ROAD AND THE NORTHERLY RIGHT—OF—WAY LINE OF HIGHWAY 117; THENCE NORTH 01°05'18" WEST ALONG THE EASTERLY RIGHT—OF—WAY LINE OF PIONEER ROAD FOR A DISTANCE OF 53.82 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01'05'18" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 17.27 FEET; THENCE SOUTH 68'59'56" EAST FOR A DISTANCE OF 40.47 FEET; THENCE SOUTH 38'47'29" EAST FOR A DISTANCE OF 37.87 FEET; THENCE SOUTH 89'47'11" EAST FOR A DISTANCE OF 105.97 FEET; THENCE NORTH 81'47'36" EAST FOR A DISTANCE OF 205.81 FEET; THENCE NORTH 12'56'33" EAST FOR A DISTANCE OF 44.04 FEET; THENCE NORTH 86'59'04" EAST FOR A DISTANCE OF 18.70 FEET TO A POINT ON THE WESTERLY LINE OF "THE LAKES AT CROSSTIMBERS" A SUBDIVISION IN CREEK COUNTY; THENCE SOUTH 01'10'19" EAST ALONG THE WESTERLY LINE OF "THE LAKES AT CROSSTIMBERS" FOR A DISTANCE OF 16.01 FEET; THENCE SOUTH 86'59'04" WEST FOR A DISTANCE OF 6.12 FEET; THENCE SOUTH 12'56'33" WEST FOR A DISTANCE OF 42.94 FEET; THENCE SOUTH 81'47'36" WEST FOR A DISTANCE OF 217.95 FEET; THENCE NORTH 89'47'11" WEST FOR A DISTANCE OF 114.78 FEET; THENCE NORTH 38'47'29" WEST FOR A DISTANCE OF 41.18 FEET; THENCE NORTH 68'59'56" WEST FOR A DISTANCE OF 29.66 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 7,244 SQUARE FEET OR 0.166 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE EASTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD, BEING A BEARING OF NORTH 01'05'18" WEST.

EXHIBIT A (cont.)





AGENDA ITEM

Consent Agenda 5.C.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding a renewal of the Agreement with S2 Engineering PLLC for engineering services relative to management of the City's Industrial Pretreatment Program.

BACKGROUND:

The Agreement contracts S2 Engineering to perform engineering services and provide necessary technical and program assistance to manage the overall Industrial Pretreatment Program for the City of Sapulpa from July 1, 2017 through June 30, 2018. The cost associated with the authorized services is capped at a lump sum amount of \$60,000.00 and is unchanged from the past year.

RECOMENDATION:

Staff recommends approval of the Agreement and authorization for the Mayor/Chairman to execute the same.

Fiscal Impact

Amount:

\$60,000.00

To be paid from: Account number:

Attachments

Industrial Pretreatment Program Management Agreement

AGREEMENT FOR ENGINEERING SERVICES

SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT JULY 1, 2017 TO JUNE 30, 2018

THIS AGREEMENT, including Attachments between Sapulpa Municipal Authority, City of Sapulpa (Owner) and S2 Engineering PLLC (Engineer);

WITNESSETH:

WHEREAS, Owner intends to manage Sapulpa's Industrial Pretreatment Program (the Project) in accordance with State and federal requirements; 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 1st day of July 2017.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

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. 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 <u>General.</u> 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 <u>Indemnification.</u> 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 <u>Consequential Damages.</u> 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 <u>Survival.</u> 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 <u>Limitations of Liability</u>. 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 \$250,000 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 \$500,000 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.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Page 2 of 6

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction 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 Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

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, data bases, 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.

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:

S2 Engineering PLLC

P.O. Box 2347, Broken Arrow, OK 74013 Attention: Srini Sundaramoorthy, P.E.

President

Owner:

City of Sapulpa

425 E. Dewey, Sapulpa, OK 74067 Attention: Joan Riley, 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.

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

Owner: Sapulpa Municipal Authority, City of Sapulpa	Engineer: S2 Engineering PLLC
Ву:	By: Fransi Donalow amily
	Srinivasan Sundaramoorthy, P.E. (Srini Sundaramoorthy)
Title:	Title: President
Date:	Date:June 21, 2017
Approved:	
Approved:	
City Attorney:	
Attest:	
City Clerk	

AGREEMENT

THIS AGREEMENT, made this day of, 20, by and between
Sand Springs/Sapulpa Joint Board c/o Sand Spring Municipal Authority and Sapulpa
Municipal Authority, hereinafter called "OWNER" and Daris Contractors, LLC
doing business as (an individual,) or (a partnership,) or (a corporation)
hereinafter called "CONTRACTOR".
WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned:
1. The CONTRACTOR will commence and complete the construction of
SRWCS PIPELINE FITTINGS REHABILITATION

- 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same by 0ctober 31, 2017 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$36,396.00 or as shown in the REVISED SCHEDULE OF WORK ITEMS dated 6/16/2017.
 - 5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) SCHEDULE OF WORK ITEMS
 - (B) INFORMATION FOR QUOTATIONS
 - (C) ADDITIONAL INFORMATION FOR QUOTATIONS
 - (D) STATEMENT OF BIDDER'S QUALIFICATIONS
 - (E) BUSINESS RELATIONSHIPS AFFIDAVIT
 - (F) NONCOLLUSION AFFIDAVIT
 - (G) AGREEMENT
 - (H) PERFORMANCE BOND
 - (I) MAINTENANCE BOND
 - (J) STATUTORY BOND
 - (K) POWER OF ATTORNEY
 - (L) INSURANCE CERTIFICATE
 - (M) NOTICE OF AWARD
 - (N) NOTICE TO PROCEED
 - (O) CLAIM OR INVOICE AFFIDAVIT

3/11/88:06/19/17

(P)	RELEASE OF WAIVER OR LIEN
(Q)	CONTRACTORS FINAL RELEASE OF CLAIMS
(R)	GENERAL CONDITIONS
(S)	SUPPLEMENTAL GENERAL CONDITIONS
(T)	CHANGE ORDERS issued with or subsequent to this Agreement
(U)	SPECIFICATIONS prepared or issued by <a>Tetra Tech and dated
	6/1/2017
(V)	DRAWINGS prepared by Tetra Tech numbered through
	, and dated (No drawings needed for schedule of work)
(W)	ADDENDA:

W) ADDENDA:

No. _____, dated _____, 20
No. ____, dated _____, 20
No. ____, dated _____, 20

- (X) APPENDIX A QUOTATION SCHEDULE (For Information Only)
- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. The OWNER'S payment shall be broken up as follows:

Sand Springs Municipal Authority - 60% or \$21,837.60 Sapulpa Municipal Authority - 40% or \$14,558.40

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in $\underline{5}$ (number of copies) each of which shall be deemed an original on the date first above written.

OWNER:	(SEAL)
SAPULPA MUNICIPAL AUTHORITY	ATTEST:
BY:	•
NAME: Reg Green (Please Type)	
TITLE: Chairman	
APPROVED:	5
BY:David Widdoes	
TITLE: City Attorney	
OWNER:	(SEAL)
SAND SPRINGS MUNICIPAL AUTHORITY	ATTEST:
BY:	
NAME: Mike Burdge (Please Type)	NAME: Janice Almy (Please Type)
TITLE: Chairman	TITLE: City Clerk
APPROVED:	
BY:	
TITLE: City Attorney	
CONTRACTOR:	(SEAL)
Daris Contractors, LLC.	ATTEST:
BY:	
NAME: Darrell Moorman (Please Type)	NAME: (Please Type)
ADDRESS: P.O. Box 897	TITLE:
Owasso, OK 74055	
3/11/88:06/19/17	A-3



AGENDA ITEM

Administration 7.A.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding the Agreement for Pipeline Fittings Rehabilitation on the Skiatook Raw Water Conveyance System project to Daris Contractors, LLC in the amount of \$14,558.40.

BACKGROUND:

City Council accepted the bid with Daris Contractors, LLC in the amount of \$36,396.00 at the June 19, 2017 regular meeting. The City of Sapulpa is responsible for forty percent (40%) of this amount which totals \$14,558.40. The City of Sand Springs is responsible for the remaining sixty percent (60%). For further information, please see attachments.

RECOMENDATION:

Staff recommends this agreement be approved and authorize Mayor to execute same.

Fiscal Impact

Amount:

\$14,588.40

To be paid from: Account number:

Attachments

TetraTech Pipeline Rehab SRWCS

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4	Base Quote	6	SARV	Section 1		BESTERNING.		1	Sept one	10000	W. 151
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6	Base Quote	10	SARV	NEW YORK THE PARTY	The State of		THE RESERVE	1	SER CHAPTER	3	MUNICIPAL
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10	Base Quote	17	SARV	1-1.5" CRACK	1				Karameta	45 to 1 / 5 / 5	N. E. S.
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SAND SPRINGS MUNICII AUTHORITY

OWNER:

PROJECT NO .:

5,490.00 3,210.00 476.00 36,396.00 20,000.00 4,725.00 1,560.00 935.00 TOTAL COST Owasso, OK 74055 Daris Contractors 918-836-5700 P.O. Box 897 935.00 476.00 315.00 610.00 1,070.00 1,250.00 390.00 **U.PRICE** LIND <u>ا</u> ا Ę. Щ. Ш Ę. Ŀ. EA. EA. Percent of Total 100% 82% 20% 30% 41% 11% %59 QUANTITY Amended SCOPE 15 16 6 3 4 QUANTITY BID 10 7 39 23 2 6 4 TOTAL QUOTATION (BASE QUOTATION) Interior Mortar - Bottom, for each Interior Mortar - Sides, for each ARV - Install Parts, for each Soil Fill, for each cubic yard Exterior Mortar, for each ARV - Coating, for each Interior Steps, for each DESCRIPTION

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Joshua D. Muskopf, E.I. | Eng.Civil Engineer III.

Direct +1 (918) 249-3935 | Business +1 (918) 249-3909 | Josh Muskopf@letratech.com

Tetra Tech | Complex World, Clear Solutions TM 7645 E. 63rd St., Suite 301, Tulsa, OK 74133 | tetratech.com

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AGENDA ITEM

Administration 7.B.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Change Order 3 to the agreement for engineering services with Tetra Tech and contractor services with T-G Excavating, Inc for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System in the amount of #3,282.00.

BACKGROUND:

This renewal agreement increases the time provided for the established unit pricing for emergency services contract period and covers the cost of adding bonds and insurance for T-G Excavating 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.

RECOMENDATION:

Staff recommends approval of the agreement.

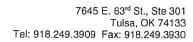
Fiscal Impact

Amount:

\$3,282.00

To be paid from: ???

Account number: ???





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Т	O: City of Sand Springs	FROM:	Lisa Vargo
	Spring Lake Municipal Bldg. Public Works Administration 13101 West 46 th Street	_	June 19, 2017
	Sand Springs, OK 74063		
ATT	N: Frank Weigle	PROJECT:	SRWCS Emergency Repairs, 2014
PHON	E : 918-246-2590	JOB NO:	11348-15001
	Number:Number of pages sent you do not receive all pages or if transmission is not c		
M	essenger - Delivery _ Pickup _ Other	E	*
St	andard Mail		
▶ Fe	dEx		
WE AR	E SENDING YOU:		
Copie	es	Description	
6	CHANGE ORDER No. 23 1EW		
THESE /	If enclosures are not as note	d, please notify us pro	omptly.
	For Approval/Payment	As Re	equested
	For Your Use	For R	eview and Comment
distribu	(S: For approval and signatures. I've ention. After the change orders have been so	signed by Cit	y of Sand Springs, let me know and

PROJEC	CT:	EMERGENCY REPAIRS, 2014		
		SKIATOOK RAW WATER CONVEYANCE SYSTEM	OWNER:	Sand Springs & Sapulpa Municipal Authorities PO Box 338 / PO Box 1130
CONTRA	ACTOR:	T-G Excavating, Inc. 26016 E. Admiral Catoosa, OK 74015	PROJECT NO.: DATE:	Sand Springs / Sapulpa, OK 11348-16001 June 15, 2017
ou are l	hereby r	equested to comply with the following changes from the Con	tract Plans and Specifica	ations:
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
1		Add Bonds and Insurance costs for renewed 2017 - 2018 Contract period.		\$8,205.00
		in Contract price due to this Change Order		\$8,205.00
	Total de Total ind Net incre	crease crease ease in Contract price		\$8,205.00
USTIFIC rovision	Total de Total inc Net incre ATION: (SP-1),	crease crease ease in Contract price Per Special Provision (SP-2) extend the renewable contract add the bond and insurance costs. by the contract renewal option for the established unit pricin	for one year (add 365 d	\$8,205.00 \$8,205.00 ays), and Special
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AGENDA ITEM

Administration 7.C.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Consider approving the close-out of the Bird Avenue Improvements from North Main Street to Highway 97 with H & H Frame Inc., and Pay Request in the amount of \$43,113.57, which includes all retainage withheld; approve all other close-out documents including; and establish the warranty date effective May 23, 2017 through May 22, 2018.

BACKGROUND:

All items of the contractual project have been completed and inspected, and the Engineer is recommending closed-out of this project. Staff concurs with this recommendation.

RECOMENDATION:

Staff recommends the closeout of this project as stated.

Fiscal Impact

Amount:

\$43,113.57

To be paid from: Account number:

Attachments

Contractor's Application for Payment Consent, Lien Release, Warranty

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		:		
		Contractor's Application for Payment No.	Payment No.	Final
		Application 4/12/2017 to 5/19/2017 Period:	Application Date:	5/23/2017
Co Owner):	City of Sapulpa	From (Contractor): H&H Frame Inc	Via (Engineer):	BKL Incorporated
roject:	Project: Bird Avenue Improvements from North Main Street to Contract: Highway 97	Contract:		
)wnea's	Owner's Contract No.:	Compactor's Project No.:	Engineer's Project No.:	

	Contra	Contractor's Application for Payment No.	cation for P	ayment No.	Final	
	Application 4/12/2 Period:	4/12/2017 to 5/19/2017	Α.	Application Date:	5/23/2017	
To City of Sapulpa	From (Contractor):	H&H Frame Inc	V	Via (Engineer):	BKL Incorporated	
Project: Bird Avenue Improvements from North Main Street to Contract: Highway 97	North Main Street to Contract:					
Owner's Contract No.:	Compactor's Project No.:	No.:	E	Engineer's Project No.:		
Appl	Application For Payment					
Chan	Change Order Summary					
Approved Change Orders		J. ORU	1. ORIGINAL CONTRACT PRICE	T PRICE	•	
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		. 3. Cur	Current Contract Price (Line 1 ± 2)	Line 1 ± 2)	90	S709 114 on
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			h. 5% X	3202,467.90		
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-		(Colu	mn G on Progress E	(Column G on Progress Estimate + Line 5 above)	e) S	\$6,647.00
Contractor's Certification				e)		
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incorred in contaction with Work covered to the	best of its knowledge: (1) all previous progunder the Contract have been applied on accounted in connection with Wart covered to	gress payments Payment of:	nt off \$	(Ling 8 or other - artsa	=	the control of
Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or convered by this Application for Payment will pass to Owner at time of payment free and olear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and	neurous un connection with Work covered by , materials and equipment incorporated in sa on for Payment will pass to Owner at time o cumbrances (except such as are covered by a nst any such Lieus, security interest or enour		is recommended by:	Engineer	dec)	6(6/17)
is not defective.		Payment of:	nt of:			
				(Line 8 or other -	(Line 8 or other - attach explanation of the other amount)	ner amount)
		is appn	is approved by:			
				(Owner)	9	(Date)
By: Delbert Haghes	Date:	5/23/2017 Approved by:	ed by:			
,				Funding Agency (if applicable)	(if applicable)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

Part	For (Contract):								COME	TOTAL	Contractor's Application
A Date Dat			y 97			*		Application Number			
Description	pplication Period										
Baltima Beltima Beltima Beltima Beltima Camaliny Description Descripti									5/23/2017		
Part					Ħ	o	۵	tr)	f		
Bald Item Commission Comm		item				1			-		
Delitatified Enseweiten ASS E2.00 SPR000 SPR0000 SPR000 SPR000 SPR000 SPR000 SPR000 SPR000 SPR0000 SPR00000 SPR00000 SPR00000 SPR00000 SPR00000 SPR00000 SPR0	Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item	Estimated Quantity	Value of Work Installed to				Balance to Finish
22 Marke Rouweldon 443 \$20,00 \$20,0	-	Unclassified Excavation			(4)	Installed	Date				(B-F)
SINPPP Demandation and Munigiment 19 SILSA00 SILSA000 SILSA0	2	Muck Excavation	435	\$2.00	\$870.00	435	\$870.00		00 00.88	1	
4 Transporary Sili Fence 21.05.00 S1.154.00 1.1154.00 51.154.00 1.1154.00 51.154.00 1.1154.00 51.155.00 51.155.00	s	SWPPP Documentation and Management	10	\$125.00	\$1,250.00	10	\$1,250.00		\$1.750.00	100.002	
6. Trainpoursy Sitt Dile 2.00 22.00 22.00 22.00 22.00 22.00 23.00 21.00 21.00 21.00 21.00 21.00 22.00 23.00 23.00 23.00 20.00 22.00 23.00 20.0	4	Temporary Silt Fence	-	\$1,154.00	\$1,154.00	1	\$1,154.00		\$1.154.00	100.002	
	5	Temporary Silt Dike	0021	\$1.40	\$1,680.00	1200	\$1,680.00		\$1,680.00	700.007	
Procedure Curch & Cintra (OF Barrier)	6	Traffic Bound Surface Course Type E	200	322,20	34,440.00	20	\$444.00		\$444,00	10.0%	00 200 E3
8 Mathable (P Diametery) 11 \$25,000.00 \$15,000.00 \$23,466.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,666.00 \$24,600.00 <th< td=""><td>7</td><td>Combined Curb & Gutter (6" Barrier)</td><td>1070</td><td>97000</td><td>00,000,00</td><td></td><td></td><td></td><td></td><td></td><td>00.000.00</td></th<>	7	Combined Curb & Gutter (6" Barrier)	1070	97000	00,000,00						00.000.00
Mathbold () Diameter)	00	Manhole (4' Diameter)	1	\$1,800,00	\$1,800,00	1238	\$34,664.00		\$34,664,00	114.7%	A discontinu
1	5	Manhole (5' Diameter)	-	\$2 500.00	\$2,500.00		00.008,L&		\$1,800,00	100.0%	
Third Claims Name 100 10	11	inier Ci Dee 2 / gen	2,63	\$150,00	\$394.50	263	00.000		\$2,500,00	100.0%	
3 Inder WiSsmall Jet, Box CI Des. 2 2 \$4,000,00 \$2,000,	12	Met CI Des 2 (R)	2	\$3,500.00	\$7,000.00	2	\$7.000.00		\$394.50	100.0%	
4 Additional Depht Intel, CI Des2 3.58 \$1,200.00 \$1,750.00 \$1,500.00 \$1,500.00 \$2,500.00 \$1,500.00 \$2,500.00 \$1,500.00 \$2,500.00 \$1,500.00 \$2,500.00 \$1,00% 6 18 Freific Scholm 2.00 1.69 \$550.00 \$1,995.00 \$1,790.00 <td>13</td> <td>Inlet W/Small Jet. Box CI Des. 2</td> <td>12</td> <td>\$4,000.00</td> <td>\$8,000.00</td> <td>2</td> <td>\$8,000.00</td> <td></td> <td>87,000,00</td> <td>100.0%</td> <td></td>	13	Inlet W/Small Jet. Box CI Des. 2	12	\$4,000.00	\$8,000.00	2	\$8,000.00		87,000,00	100.0%	
5 Additional Depth Inlet Wilstead Flot Box CI Des. 2(B) 3.38 \$50,00 \$1,790,00 3.18 \$1,790,00 \$1	14	Additional Depth Inlet, CI Des 2	-	\$7,500.00	\$7,500.00	,	\$7,500,00		00,000,00	%0.001	
6 118" PREFIX Culvert End Section Round 1.69 \$550,00 \$1,098,50 1.69 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,098,50 \$1,000,00 \$1,000,00 \$100,00% \$1,200,00 \$100,00%	15	Additional Depth Inlet W//Small Jct. Box CI Dec. 278)	3,58	\$500.00	\$1,790.00	3.58	\$1,790.00		20,000	%0.00T	
Sundard Bedding Material Claster, Sundard Claster,	16	18" PreFab Culvert End Scotion Round	7.0X	\$650,00	\$1,098,50	1,69	\$1,098.50		\$1.098.50	700.007	
88 Standard Bedding Material Class C 285 35,00 32,200,00 355 x25,000,00 525,000,00 525,000,00 525,000,00 525,000,00 525,000,00 525,000,00 58,000 58,000 58,000 58,000 58,000 58,000 58,000 58,000 59,894 5353,40 10 525,500,00 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,006 50,007<	17	(SP) 18" Corrugated Polypropylene Pipe	*53	3080.00	\$385.00	1	\$585.00		\$585.00	100.002	
6* DIP, Awwa C-151 Polyschlene Wrapped (RJ) 10 850-00 2835-00 100.0% 2835-00 100.0%	18	Standard Bedding Material Class C	296	343.00	\$25,290.00	556	\$25,020.00		\$25,020,00	08 04/	3700
0 St DIP Awwa C-151 Polyethlete Wrapped (RJ) 27 832.34 303.04 10 \$555.40 \$555.40 \$555.40 \$555.40 \$555.40 \$555.40 \$555.40 \$555.40 \$555.40 \$50.00 \$550.00 \$510.00% \$5591.00 \$5591.00 \$5591.00 \$5591.00 \$50.00% \$510.00% <	19	6" DIP, Awwa C-151 Polyethlene Wraped (RI)	10	340.00	00,000,116	285	\$11,400.00		\$11,400.00	100 700	00,007
1 6 PVC Pipe Awwa C900 C1200 DR-18 402 53,000 51,060.00 52,591.00 100.0%	20	8" DIP Awwa C-151 Polyethlene Wraped (RJ)	57	90,00	3333,40	15	\$555.40		\$555.40	100.0%	
C PAC Pipe Anywa C500 C1/200 DR-18 (RJ) 510 \$35,000 \$17,850.00 510 \$17,850.00 510 \$17,850.00 510 \$17,850.00 510 \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 510,0% \$17,850.00 51,500.00	2 2	6" PVC Pipe Awwa C900 CL200 DR-18	402	00.00	\$120,000,00	3/	\$3,591.00		\$3,591.00	100.0%	
Standard Valve Box Standar	23	6" Gale Value	510	\$35,00	\$17,850.00	202	\$12,080.00		\$12,060.00	100.0%	
Meter Installation 3/4" 5 \$300,00 7 \$490,00	24	Standard Valve Box	6	\$850.00	\$5,100.00	7	\$5 950 00		\$17,850.00	100.0%	
Meter Installation 2" 5 \$300.00 \$1,500.00 \$2,400.00 \$490.00	25	Meter Installation 3/4"	6	\$70,00	\$420,00	7	\$490.00		\$5,950.00		
Fire Hydrants 2 \$400.00 \$860.00 2 \$5,400.00 2	26	Meter installation 2"	5	\$300,00	\$1,500.00				\$490.00		
Fire Hydrant Extensions 2 \$5,200.00 2 \$6,400.00 2 \$6,400.00 \$6,400.00 \$6,400.00 \$6,400.00 \$6,400.00 \$6,000.00 \$6	27	Fire Hydrants	2	\$400.00	\$800.00						\$1,500.00
Flush Fire Hydrans 2 \$635.00 \$1,270.00 4 \$1,600.00 \$	28	Fire Hydrant Extensions	2	\$3,200,00	\$6,400.00	2	\$6,400.00		7		\$800,00
13" Steel Casing 2 \$400.00 \$800.00 4 \$1,600.00 \$1,600.00 \$1,600.00 \$1,600.00 \$1,600.00 \$1,600.00 \$1,600.00 \$2,60	29	Flush Fire Hydrants	2	\$635.00	\$1,270.00				\$6,400,00	100.0%	
Solid Sterie Soli	30	18" Steel Casing	2	\$400.00	\$800.00	4	\$1,600.00		2000		\$1,270.00
34" Service Countestion (Short) 12 \$200.00 \$2,400.00 12 \$2,400.00	31	6" Solid Slezye	160	\$60.00	\$9,600.00	160	\$9,600.00		00,000,15		
\$346" Service Connection (Long) \$350.00	32	3/4" Service Connection (Short)	12	\$200.00	\$2,400,00	12	\$2,400.00		00,000,00	100.0%	
2" Service Connection (Long) 4 \$600,00 \$2,400,00 4 \$2,400,00 \$2,400,00 6" DI 45 Degree Filting Polyethylene Wrapped (RJ) 2 \$1,400,00 \$2,800,00 2 \$2,800,00 \$2,800,00 6"%6"x6"x6" DI Tee Polyethylene Wrapped (RJ) 14 \$250,00 \$3,500,00 14 \$3,500,00 \$3,500,00 5 \$400,00 \$2,000,00 \$ \$2,000,00 \$2,000,00		3/4" Service Connection (Long)		\$350.00	\$350.00		\$350.00		92,900,00	100.0%	
6" DI 45 Degree Filting Polyethylene Wrapped (RJ) 14 \$250.00 2 \$2,800.00 2 \$2,800.00 \$2,800.00 6" %6" %6" DI Tee Polyethylene Wrapped (RJ) 5 \$400.00 \$2,000.00 \$ \$2,000.00 82,000.00 82,000.00 82,000.00 82,000.00 82,000.00 82,000.00 82,000.00		2" Service Connection (Long)	4	\$600,00	\$2,400.00	4	\$2,400,00		30,000	100.0%	
6"x6"x6" DI Tee Polyethyletie Wimpped (RI)) 5 \$400.00 \$2,000.00 \$ \$ \$7.000.00 \$3,500.00 \$3,500.00		6" DI 45 Degree Fitting Polyethylene Wramped (RI)	2	\$1,400.00	\$2,800.00	2	\$2,800.00		32,400,00	100.0%	
3 \$400.00 \$2,000.00 \$ \$2,000.00		6"x6"x6" DI Tee Polyethylette Wrapped (RJ)	1	\$250.00	\$3,500.00	14	\$3,500.00		32,000,00	100,0%	
				\$400.00	\$2,000,00	v	\$2,000,00		00,000,00	200,0%	

EICDC C-620 Contractor's Application for Phymett © 2010 National Society of Professional Engineers for EICDC. All rights reserved.
Page 3 of 4

West.

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For (Contract):	D1-1 i							Tarron	artor 3	Torrandow e romanon
	Bird Avenue Improvements from North Main Street to Highway 97	7					Application Number:			
Application Period:	4/12/2017 to 5/19/2017						Amiliantia Da	runal		
	>						уррисавоп Баге:	5/23/2017		
	5			6 0	O	A	m	,		
	Jem							h		
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity	Value of Work Installed to	Materials Presently	Total Completed and Stored to Date	%	Balance to Finish
37	Hydrostatic Pressure Testing & Disinfection				installed		eroted (not in C)	(D+E)	(F/B)	(B-F)
38	Removal of Structures & Obstructions		\$150.00	\$150.00	1	\$150.00		2000		
39	Removal of Asphalt Payement	-	\$800.00	\$800.00	1	\$800.00		00,00	100.0%	
40	Removal of Concrete Driveway	65	\$10.00	\$650.00	63	\$650.00		9800.00	100.0%	
41	Sawing Pavement	24	\$9.00	\$216.00	22	\$216,00		00,000	100.0%	
42	Mobilization	270	\$5.50	\$1,485.00	270	\$1,485.00		00,0126	100.0%	
43	Construction Staking	-	\$3,000.00	\$3,000.00	1	\$3,000.00		a1,485.00	100.0%	
4	Right-of Way Clearing and Restoring-Complete in Place		\$4,000.00	\$4,000.00	ш	\$4,000.00		90,000,00	100.0%	
	Excavation and Backfill Unclassified	700	\$1.50	\$1,050.00	700	\$1,050.00		34,000,00	100.0%	
	Sodding and Seeding	335	\$7.50	\$2,512.50	335	\$2,512.50		\$1,050.00	100.0%	
47	Driveway Crossing by Boning	700	\$4.00	\$2,800,00				\$4,512.50	100,0%	
48	Pavement Removal and Reniscement	20	\$72.00	\$1,440.00						\$2,800.00
49	12" H-20 Hinged Design Inlet	S.	\$40,00	\$2,200,00					L	\$1,440.00
SO	24" H-20 Hinged Design Inlet	-	\$823.00	\$823.00						\$2,200.00
	Concrete Driveway	2	\$1,714.00	\$3,428.00	b	\$3,428.00		2000		\$823,00
					120	\$6,480.00		\$6,480,00	700.0%	
									+	
									+	
-	I OTALS			\$209,114,90		\$202,467.90		SDD 467 00		

Granite Re, Inc.

Consent of **Surety Company** To Final Payment

Project Name: Bird Avenue Improvements from North Main Street to Highway 97

Bond Date: December 21, 2016

To (OBLIGEE): City of Sapulpa

Bond Number: GR37207

Contractor: H&H Frame, Inc.

In accordance with the provisions of the Contract between the owner and the Contractor as included above, the SURETY COMPANY,

14001 Quailbrook Drive Oklahoma City, OK 73134

On bond of H & H Frame, Inc.

CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety City of Sapulpa

as set forth in the said Surety Company's Bond.

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 30th

day of May

; 20 17

Granite Re, Inc.

Surety Company

(Seal)

Amy Lambert

Attorney-in-Fact

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 29th day of December, 2016.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

La Carlin

On this 29th day of December, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Sccretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer,

My Commission Expires:

August 8, 2017

Commission #: 01013257

GRANITE RE, INC.

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES Certificate that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

TNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

AFFIDAVIT

FINAL AND COMPLETE MECHANICS LIEN WAIVER AND HOLD HARMLESS DECLARATION

Before me, the unders	signed Notary	Public, in and j	for the County	of
Creek		<u>Oklahoma</u>		ly came and
appeared (name and	title) <u>Delbert</u>	Hughes Pre	esident	of
the (name of compan	y) <u> </u>	ame Inc.		•
a corporation, and aft of the sum of 202,40	er being duly . 67.90	sworn did depos	e that for and i	in consieration
Two Hundred two the	ousand four i	hundred sixty se	even dollars é	& ninty cents
		rials, labor, goo		es related to:
(Name of Project) E Bi	ird Ave Impro	vements Project	PO#118730	
all being located in Sap	ulpa			and there is the proposed to give playing distributions of a governmental
. and c	completed on	the 23 rd	_day of May	, 2017,
have been paid in full any and all lien righ improvements thereon; from any and all just clai also provided labor, ma	us, or clain and that the ims arisino he	i of tien, with undersigned w ereafter from t	respect to se ill Hold Harm	aid Project of uless the Owner
Signature / //	n 600	1		
Signature Sell	Mary	<u></u>	Date .	June 16, 2017
Subscribed and swom to me	this 16 day	of June	, 201(, p
ignature of Notary	unch br	llaw		•
ly Commission expires	11-2-20	17,20-17	State ME	EAVERS
Notary Public Seal		•	A Constant	
	¥		To didne	BL/C : 53
				Old To a Broke

H&H Frame Inc.

12959 S. Mesa Rd. Sapulpa,OK 74066

Julie 10, 2017
City of Sapulpa
Re: E. Bird Ave Improvements Project PO #118730
Subject: Letter of Warranty
H&H Frame Inc. certifies that all labor and materials furnished and work performed by them are in accordance with the Contract, Plans, Specifications and authorized alterations and additions, and that should any defect develop during the guarantee period due to improper materials or workmanship, together with any other work affected in correcting such defect, shall be made good by H&H Frame Inc.
The guarantee period shall be for one year from the date of substantial completion, May. 23, 201
H&H Frame Inc. By:
Date: June 16, 2017 Notary: Muncis Wlake
My Commission expires: 11-2-7017 Seal

Oklahoma's Most Connected City 425 EAST DEWEY AVENUE P.O. BOX 1130•SAPULPA, OK 74067

AGENDA ITEM

Administration 7.D.

Municipal Authority Regular Meeting Date: July 3, 2017

Submitted By: Mike Hoehner, Utility Billing Supervisor

Department: Utility Billing **Presented By:** Mike Hoehner

SUBJECT:

Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma amending the Master Fee Schedule to the Sapulpa City Code Appendix A, Sections 17.17-511, by providing for Rates for Refuse Collection and Charges; providing for an effective date; 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; and declaring an emergency.

BACKGROUND:

Per the contract with Waste Management, this Ordinance implements a 1.71% increase in refuse collection rates and charges for all service types within Sapulpa City Limits. The increase is required by the Waste Management contract approved by the Sapulpa Municipal Authority on June 16, 2014.

RECOMENDATION:

Staff recommends approval of the Ordinance and authorization for the Mayor to execute the same.

Attachments

Ordinance Part 17 MF Refuse

ORDINANCE NUMBER	
------------------	--

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTIONS 17.17-511, BY PROVIDING FOR RATES FOR REFUSE COLLECTION AND CHARGES; PROVIDING FOR AN EFFECTIVE DATE; 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; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL, CITY OF SAPULPA, OKLAHOMA:

<u>Section 1.</u> The Sapulpa City Code, Appendix A, Section 17.17-511, of the Sapulpa City Code is amended to read in its entirety as follows:

Monthly Fee

"SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES

The fees referenced in Section 17-511 are as follows:

Service Type

Residential at curb side or alley:	\$10.94
Residential senior citizen curbside:	\$10.03
Service outside City limits:	\$18.42
Residential physically challenged carry-out service:	\$10.94
Residential senior citizen special needs:	\$24.78
Residential special carry-out service:	\$25.83
Additional containers:	\$ 8.53 per container.

Commercial rate:

Per container size according to following chart:

С	ontainer	Number o	of pick ups						
Size 96 gal	yd Polycart	1 \$16.41	2 \$29.06	3 \$44.35	4	5	6	Extra P/U	Locks
90 gai	2	\$56.38	\$93.64	\$125.67	\$145.18	\$168.56	\$191.41	\$35.19	\$11.64
	3 4	\$74.82 \$79.37	\$120.41 \$145.57	\$151.98 \$200.41	\$194.34 \$251.94	\$236.35 \$306.89	\$271.73 \$422.16		\$11.64 \$11.64
	6 8	\$110.36 \$136.42	\$206.54 \$266.56	\$284.12 \$369.92	\$364.90 \$476.89	\$445.11 \$584.08	\$523.13 \$690.53		\$11.64 \$11.64

Locks for lids:

\$11.64 per dumpster per month.

Senior citizen discount:

\$1.00 per month upon presentation of legal certification of age 65 or older.

Replacement Cart Deposit:

\$93.96 if issued cart is lost, stolen or damaged; refunded if original cart located and/or returned to satisfactory working condition."

<u>Section 2.</u> All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 3. If any part or parts of this ordinance are held invalid or ineffective, the remaining portion shall not be affected but remain in full force and effect.

Section 4. Effective Date. This ordinance shall be in full force and effect as of July 1, 2016.

<u>Section 5.</u> EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED in required with emergency clause separately voted	AND THE RESERVE OF THE PERSON
₩	
Reg Green, Mayor	_
ATTEST:	APPROVED AS TO FORM:
Shirley Burzio, City Clerk	David R. Widdoes, City Attorney