

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. **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 \$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. **ADMINISTRATION.**

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

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, Oklahoma.

Name: _____

Title: _____



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

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

- 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.

4. **ADJOURNMENT.**

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:



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

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:



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

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 21st day of May, 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

- Grant of Easements.** 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**").
- 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).

3. **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. **Condition of the Sewer Easement Area.** 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.

6. **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. **Insurance.** 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. **Liens.** 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
rclayne@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. **Self-Help.** 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.

12. **Miscellaneous.** Except as expressly stated herein, the provisions of this Agreement shall 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

By: _____

Name (Print): _____

Its: _____

Randy Lynn
RANDY LYNN
CFO

STATE OF Oklahoma)
) :ss
COUNTY OF Creek)

On this 21st day of May, 2017, personally appeared before me Randy Lynn, known or satisfactorily proved to me to be the CFO/President of PRAISE CENTER MINISTRIES, INC., created, organized and existing under the laws of the State of Oklahoma, who acknowledged to me that he/she signed the foregoing instrument as CFO/President for said corporation.

WITNESS my hand and official seal.

Jeff E. Sparks

Notary Public for the
State of Oklahoma
Exp: 2/13/2021

[Signature and notarization to follow]



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:

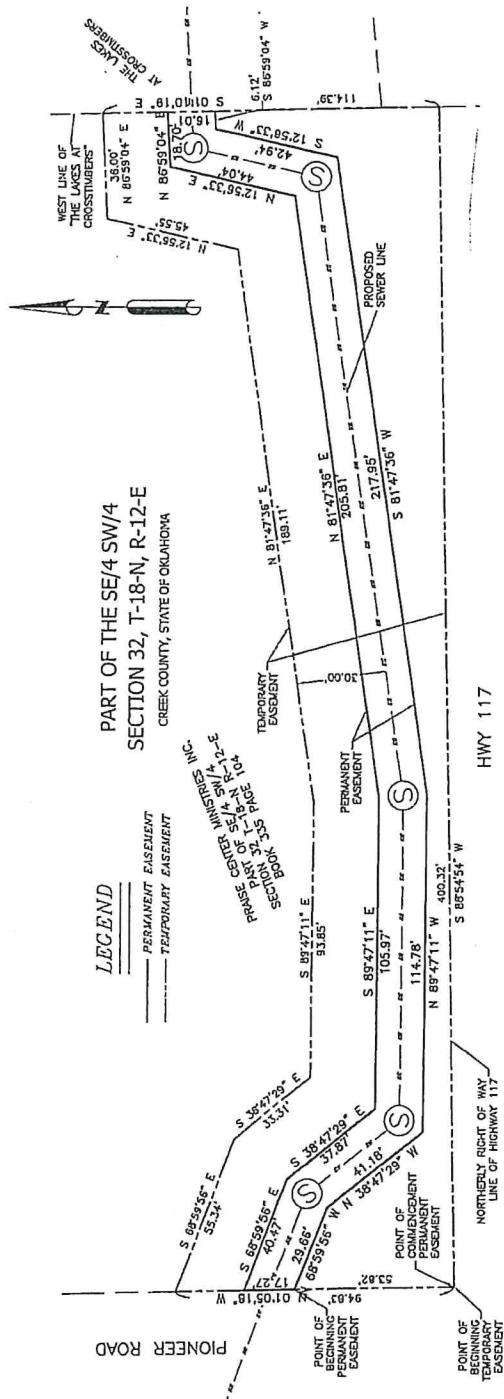
COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN BOOK 335, PAGE 104, RECORDED IN CREEK COUNTY CLERKS OFFICE, POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF PIONEER ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 117; THENCE NORTH 01°05'18" WEST ALONG THE EASTERLY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





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

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

Attachments A, B, C, D.

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

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

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

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

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

ARTICLE 8 - INSURANCE

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

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$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

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: Srin 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

By: _____

By: *Sriniv Sundaramoorthy*

Srinivasan Sundaramoorthy, P.E.
(Srin Sundaramoorthy)

Title: _____

Title: _____

President

Date: _____

Date: _____

June 21, 2017

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 October 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

- (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 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:
 - 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 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)

NAME: Shirley Burzio
(Please Type)

TITLE: Chairman

TITLE: City Clerk

APPROVED:

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



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

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

PROJECT NO.:

**SAND SPRINGS MUNICIPAL
AUTHORITY**

OWNER:

NO.	DESCRIPTION	BID		Amended SCOPE		UNIT	U.PRICE	TOTAL COST
		QUANTITY	QUANTITY	Percent of Total	QUANTITY			
1	Interior Mortar - Bottom, for each	11	9	82%	L.F.	610.00	5,490.00	
2	Interior Mortar - Sides, for each	2	1	50%	L.F.	935.00	935.00	
3	Exterior Mortar, for each	10	3	30%	L.F.	1,070.00	3,210.00	
4	ARV - Coating, for each	39	16	41%	L.F.	1,250.00	20,000.00	
5	ARV - Install Parts, for each	9	1	11%	L.F.	476.00	476.00	
6	Interior Steps, for each	23	15	65%	EA.	315.00	4,725.00	
7	Soil Fill, for each cubic yard	4	4	100%	EA.	390.00	1,560.00	
TOTAL QUOTATION (BASE QUOTATION)								36,396.00

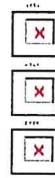
Daris Contractors
P.O. Box 897
Owasso, OK 74055
918-836-5700

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

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

Tetra Tech | Complex World, Clear Solutions™

7645 E. 63rd St., Suite 301, Tulsa, OK 74133 | tetratech.com



Please consider the environment before printing. [Read More.](#)

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

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: ???

Attachments

SRWCS Change Order 3



TETRA TECH

7645 E. 63rd St., Ste 301
Tulsa, OK 74133
Tel: 918.249.3909 Fax: 918.249.3930

TRANSMITTAL

TO: City of Sand Springs

FROM: Lisa Vargo

Spring Lake Municipal Bldg.
Public Works Administration
13101 West 46th Street

DATE: June 19, 2017

Sand Springs, OK 74063

ATTN: Frank Weigle

PROJECT: SRWCS
Emergency Repairs, 2014

PHONE: 918-246-2590

JOB NO: 11348-15001

	Fax Number: _____ Number of pages sent (including this cover): __pages. If you do not receive all pages or if transmission is not clear, please call Tetra Tech FHC at (918) 249-3909.
	Messenger - Delivery _ Pickup _ Other _
	Standard Mail
<input checked="" type="checkbox"/>	FedEx

WE ARE SENDING YOU:

Copies	Description
6	CHANGE ORDER No. <u>23-100</u>

If enclosures are not as noted, please notify us promptly.

THESE ARE TRANSMITTED:

_____ For Approval/Payment

_____ As Requested

_____ For Your Use

_____ For Review and Comment

REMARKS: For approval and signatures. I've enclosed six copies; each labeled for final distribution. After the change orders have been signed by City of Sand Springs, let me know and we can coordinate to have them picked up and delivered to City of Sapulpa for their signatures.

cc: file

Tetra Tech
 7645 E. 63rd St., Suite 301
 Tulsa, OK 74133
 Oklahoma CA No. 2388, Expires 6/30/2017

CONTRACTOR CHANGE ORDER NO. 3

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: June 15, 2017

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
1		Add Bonds and Insurance costs for renewed 2017 - 2018 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, 2018.

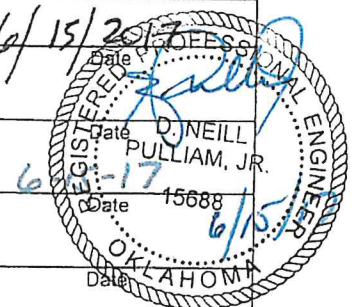
This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.

Recommended by: [Signature]
 Construction Group: Tetra Tech

6/15/2017
 Date

Approved by: [Signature]
 Engineer - Tetra Tech

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



Approved by: _____
 Owner - Sand Springs Municipal Authority

Approved by: _____
 Owner - Sapulpa Municipal Authority

Date

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



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

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Bird Avenue Improvements from North Main Street to Highway 97		Application Number:		Final				
Application Period:		4/12/2017 to 5/19/2017		Application Date:		5/23/2017				
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Unclassified Excavation	435	\$2.00	\$870.00	435	\$870.00		\$870.00	100.0%	
2	Muck Excavation	10	\$125.00	\$1,250.00	10	\$1,250.00		\$1,250.00	100.0%	
3	SWPPP Documentation and Management	1	\$1,154.00	\$1,154.00	1	\$1,154.00		\$1,154.00	100.0%	
4	Temporary Silt Fence	1200	\$1.40	\$1,680.00	1200	\$1,680.00		\$1,680.00	100.0%	
5	Temporary Silt Dike	200	\$22.20	\$4,440.00	20	\$444.00		\$444.00	10.0%	\$3,996.00
6	Traffic Bound Surface Course Type E	60	\$70.00	\$4,200.00	1079	\$30,212.00		\$30,212.00	114.7%	\$4,200.00
7	Combined Curb & Gutter (6" Barrier)	1	\$1,800.00	\$1,800.00	1	\$1,800.00		\$1,800.00	100.0%	
8	Manhole (4' Diameter)	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
9	Manhole (5' Diameter)	2.63	\$394.50	\$1,039.50	2.63	\$1,039.50		\$1,039.50	100.0%	
10	Additional Depth Inlet, CI Des 2	2	\$4,000.00	\$8,000.00	2	\$8,000.00		\$8,000.00	100.0%	
11	Inlet CI Des 2 (3/4)	1	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
12	Inlet CI Des 2 (B)	1	\$1,790.00	\$1,790.00	1.69	\$1,098.50		\$1,098.50	100.0%	\$270.00
13	Inlet W/Small Jct. Box CI Des. 2	1	\$3,580.00	\$3,580.00	1.69	\$1,098.50		\$1,098.50	100.0%	\$2,481.50
14	Additional Depth Inlet, CI Des 2	3.58	\$506.00	\$1,790.00	3.58	\$1,790.00		\$1,790.00	100.0%	
15	18" Prefab Culvert End Section Round	1.69	\$650.00	\$1,098.50	1.69	\$1,098.50		\$1,098.50	100.0%	
16	(SP) 18" Curved Polypropylene Pipe	1	\$385.00	\$385.00	1	\$385.00		\$385.00	100.0%	
17	Standard Bedding Material Class C	562	\$45.00	\$25,290.00	562	\$25,290.00		\$25,290.00	98.5%	\$270.00
18	6" DIP Awara C-151 Polyethylene Wrapped (RJ)	285	\$40.00	\$11,400.00	285	\$11,400.00		\$11,400.00	100.0%	
19	6" DIP Awara C-151 Polyethylene Wrapped (RJ)	10	\$55.40	\$554.00	10	\$554.00		\$554.00	100.0%	
20	6" PVC Pipe Awara C900 CI 200 DR-18	57	\$63.00	\$3,591.00	57	\$3,591.00		\$3,591.00	100.0%	
21	6" PVC Pipe Awara C900 CI 200 DR-18	402	\$30.00	\$12,060.00	402	\$12,060.00		\$12,060.00	100.0%	
22	6" Gate Valve	510	\$35.00	\$17,850.00	510	\$17,850.00		\$17,850.00	100.0%	
23	Standard Valve Box	6	\$850.00	\$5,100.00	7	\$5,950.00		\$5,950.00	100.0%	
24	Meter Installation 3/4"	5	\$100.00	\$500.00	7	\$490.00		\$490.00	100.0%	
25	Fine Hydrants	2	\$3,200.00	\$6,400.00	2	\$6,400.00		\$6,400.00	100.0%	
26	Fine Hydrant Extensions	2	\$653.00	\$1,270.00	2	\$1,270.00		\$1,270.00	100.0%	
27	18" Steel Casting	2	\$400.00	\$800.00	4	\$1,600.00		\$1,600.00	100.0%	
28	3/4" Service Connection (Short)	12	\$200.00	\$2,400.00	12	\$2,400.00		\$2,400.00	100.0%	
29	2" Service Connection (Long)	4	\$600.00	\$2,400.00	4	\$2,400.00		\$2,400.00	100.0%	
30	6" DI 45 Degree Fitting Polyethylene Wrapped (RJ)	2	\$1,400.00	\$2,800.00	2	\$2,800.00		\$2,800.00	100.0%	
31	6" 45 Degree Fitting Polyethylene Wrapped (RJ)	14	\$250.00	\$3,500.00	14	\$3,500.00		\$3,500.00	100.0%	
32	6" 45 Degree Fitting Polyethylene Wrapped (RJ)	5	\$400.00	\$2,000.00	5	\$2,000.00		\$2,000.00	100.0%	

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
Granite Re, Inc.,
14001 Quailbrook Drive
Oklahoma City, OK 73134
On bond of H & H Frame, Inc.

SURETY COMPANY,

CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
company of any of its obligations to
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

AFFIDAVIT

FINAL AND COMPLETE MECHANICS LIEN WAIVER AND HOLD HARMLESS DECLARATION

Before me, the undersigned Notary Public, in and for the County of Creek State of Oklahoma, personally came and appeared (name and title) Delbert Hughes President of the (name of company) H&H Frame Inc.

a corporation, and after being duly sworn did depose that for and in consideration of the sum of 202,467.90

Two Hundred two thousand four hundred sixty seven dollars & ninty cents

, all charges for materials, labor, goods, and services related to:

(Name of Project) E Bird Ave Improvements Project PO # 118730

all being located in Sapulpa

and completed on the 23rd day of May, 2017,

have been paid in full; and that the undersigned does hereby waive and release any and all lien rights, or claim of lien, with respect to said Project or improvements thereon; and that the undersigned will Hold Harmless the Owner from any and all just claims arising hereafter from those under him which have also provided labor, materials, goods, and services on said Project.

Signature [Handwritten Signature] Date June 16, 2017

Subscribed and sworn to me this 16 day of June, 2016

Signature of Notary [Handwritten Signature]

My Commission expires 11-2-2017, 20-17

Notary Public Seal



H&H Frame Inc.

12959 S. Mesa Rd.
Sapulpa, OK 74066

June 16, 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, 2017

H&H Frame Inc.

By: 

Delbert Hughes, President

Date: June 16, 2017

Notary: 

My Commission expires: 11-2-2017

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:

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

SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES

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

<u>Service Type</u>	<u>Monthly Fee</u>
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:

Container	Number of pick ups								
Size	yd	1	2	3	4	5	6	Extra P/U	Locks
96 gal	Polycart	\$16.41	\$29.06	\$44.35					
	2	\$56.38	\$93.64	\$125.67	\$145.18	\$168.56	\$191.41	\$35.19	\$11.64
	3	\$74.82	\$120.41	\$151.98	\$194.34	\$236.35	\$271.73	\$43.98	\$11.64
	4	\$79.37	\$145.57	\$200.41	\$251.94	\$306.89	\$422.16	\$50.28	\$11.64
	6	\$110.36	\$206.54	\$284.12	\$364.90	\$445.11	\$523.13	\$61.58	\$11.64
	8	\$136.42	\$266.56	\$369.92	\$476.89	\$584.08	\$690.53	\$72.89	\$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."

Section 2. 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.

Section 5. 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 regular session this ____ day of _____ 2017,
with emergency clause separately voted upon.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

APPROVED AS TO FORM:

David R. Widdoes, City Attorney