

SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JUNE 19, 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 5, 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 \$513,557.72.
(Refer to: Purchase Order Claims Register with City Agenda.)
6. **PUBLIC HEARINGS.**
7. **ADMINISTRATION.**
 - A. Discussion and possible action regarding 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.

- B. Discussion and possible action regarding 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.
- C. Discussion and possible action regarding an 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.
- D. Discussion and possible action regarding an agreement with Tetra Tech for engineering services for the Westside/Senegence sewer extension in the amount of \$91,500.00.
- E. Discussion and possible action regarding the awarding of the bid for Pipeline Fittings Rehabilitation on the Skiatook Raw Water Conveyance System project to Daris Contractors as the lowest most responsive and responsible bidder in the amount of \$14,558.40.

8. NEW BUSINESS.

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

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

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

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

11. **ADJOURNMENT.**

Posted this 16th day of June, 2017 at 5:45 o'clock p.m., at the Sapulpa City Hall, 425 East Dewey, Sapulpa, Oklahoma.

Name: A. J. Tife

Title: Adm. Clk.



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: June 19, 2017

Submitted For: Shirley Burzio, City Clerk

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the June 5, 2017, regular Municipal Authority meeting.

SUMMARY:

RECOMENDATION:

Attachments

minutes.06-05-2017 sma

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of June 5, 2017

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, June 5, 2017, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

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

Absent: Trustee Craig Henderson

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

1. MINUTES, CONSENT ITEMS AND ADMINISTRATION.

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

- A.** Approve the minutes of the May 15, 2017, regular Municipal Authority meeting;
- B.** Approve claims in the amount of \$115,904.52;

- C. Approve the adoption of Resolution No. 4485 of the Board of Trustees of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, adopting and appending a budget for the Sapulpa Municipal Authority, Sapulpa, Oklahoma, for the year beginning July 1, 2017, and ending June 30, 2018.

Roll Call: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

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

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

3. **ADJOURNMENT.**

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

Chairman

Attest:

Secretary

Municipal Authority Regular

Meeting Date: June 19, 2017

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding 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.

SUMMARY:

In the process of preparing the FY 2017-2018 Annual Budget and a review of current revenues and expenditures it was discovered that several transfers between funds and payments are based on actual revenue received which is higher than anticipated in the original FY 2016-2017 Budget resulting in a needed increase to the corresponding transfers or payments. Also due to changes in insurance plans, retirement participation, and unforeseen overtime several departments need increases in their Personnel Services Category.

RECOMENDATION:

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

Fiscal Impact

Amount: \$1,246,043

To be paid from: various revenues

Account number:

Amount: \$719,990

To be paid from: various appropriations

Account number:

Attachments

2016/2017 EOY resolution

2016/2017 EOY budget transfer

RESOLUTION NO. _____

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 AND INCREASING APPROPRIATIONS BY \$719,990 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 BUDGET.

WHEREAS, during the preparation of the FY 2017-2018 budget amounts are estimated for FY 2016-2017; and

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

WHEREAS, due to increases in insurance, severance payouts and unforeseen overtime several departments will need increases in their Personnel Services category; and

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

GENERAL FUND

(Increase)	10-4003 Sales Tax - First Penny	\$147,000
(Increase)	10-4003.01 Sales Tax – 2 nd & 3 rd Penny	294,000
(Increase)	10-4003.02 Sales Tax – ½ Penny	73,500
(Increase)	10-4003.03 Sales Tax – ½ Penny	73,500
(Increase)	10-4055.01 Engineering Fees-Reimbursement	7,000
(Increase)	10-4070 E-Commerce Fee	1,000
(Increase)	10-4072 Court Collection Revenue	13,000
(Increase)	10-4920S Tsfr In: SMA-Sales Tax	117,600
(Increase)	10-4981 Tsfr In: GO Sinking	390
	Total Revenue Increase	<u>\$726,990</u>
(Increase)	10-508-136 Retirement	\$ 2,500
(Increase)	10-510-311 Professional Services	13,000
(Increase)	10-511-108 Call Back	75,000
(Increase)	10-515-311 Professional Services	7,000
(Increase)	10-517-101 Salaries	5,000
(Increase)	10-518-133 Employee Insurance	3,050
(Increase)	10-590-920S Tsfr Out: SMA	117,600
(Increase)	10-590-931S Tsfr Out: Cemetery	7,350

(Increase)	10-590-934S Tsfr Out: Library	7,350
(Increase)	10-590-935S Tsfr Out: Park & Rec	14,700
(Increase)	10-590-940S Tsfr Out: Fire Cash	7,350
(Increase)	10-590-941S Tsfr Out: Police Cash	7,350
(Increase)	10-590-944S Tsfr Out: Major Thorofare	14,700
(Increase)	10-590-945S Tsfr Out: CIP	29,400
(Increase)	10-590-946S Tsfr Out: W&S Impr	29,400
(Increase)	10-590-948S Tsfr Out: Water Resources	58,800
(Increase)	10-590-965S Tsfr Out: Street Impr Sales Tax	73,500
(Increase)	10-590-967S Tsfr Out: Sewer Improv Sales Tax	<u>73,500</u>
	Total Appropriations Increase:	\$546,550

SAPULPA MUNICIPAL AUTHORITY FUND

(Increase)	20-4085 Collection Revenue	\$ 27,000
(Increase)	20-4047 Refuse Collection	10,000
(Increase)	20-4910S Tsfr In: General-Sales Tax	<u>117,600</u>
	Total Revenue Increase:	\$154,600

(Increase)	20-523-311 Professional Services	\$ 16,200
(Increase)	20-527-141 Contract Labor	8,000
(Increase)	20-590-910S Tsfr Out: General-Sales Tax	117,600
(Increase)	20-590-955 Tsfr Out: Insurance	<u>15,000</u>
	Total Appropriations Increase:	\$156,800

CEMETERY MAINTENANCE FUND

(Increase)	31-4910S Tsfr In: General Fund	<u>\$ 7,350</u>
	Total Revenue Increase:	\$ 7,350

LIBRARY FUND

(Increase)	34-4910S Tsfr In: General Fund	<u>\$ 7,350</u>
	Total Revenue Increase:	\$ 7,350

PARK & RECREATION FUND

(Increase)	35-4910S Tsfr In: General Fund	<u>\$14,700</u>
	Total Revenue Increase:	\$14,700

SAPULPA AQUATICS FUND

(Increase)	36-4082 Donations	<u>\$ 16,928</u>
	Total Revenue Increase:	\$ 16,928

(Increase)	36-536-101 Salaries	<u>\$ 10,000</u>
	Total Appropriations Increase:	\$ 10,000

PARK DEVELOPMENT FUND

(Increase) 38-4959 Tsfr In: Hotel/Motel Tax Fund \$ 1,125
Total Revenue Increase: \$ 1,125

FIRE CASH FUND

(Increase) 40-4910S Tsfr In: General Fund \$ 7,350
Total Revenue Increase: \$ 7,350

POLICE CASH FUND

(Increase) 41-4910S Tsfr In: General Fund \$ 7,350
Total Revenue Increase: \$ 7,350

MAJOR THOROFARE FUND

(Increase) 44-4910S Tsfr In: General Fund \$14,700
Total Revenue Increase: \$14,700

CAPITAL IMPROVEMENT FUND

(Increase) 45-4910S Tsfr In: General Fund \$29,400
Total Revenue Increase: \$29,400

WATER & SEWER IMPROVEMENT FUND

(Increase) 46-4910S Tsfr In: General Fund \$29,400
Total Revenue Increase: \$29,400

VAC/SPAY/NEUTER FUND

(Increase) 47-4085 Spay/Neuter Fee \$ 2,000
Total Revenue Increase: \$ 2,000

(Increase) 47-547-315 Other Services & Charges \$ 2,000
Total Appropriations Increase: \$ 2,000

WATER RESOURCES FUND

(Increase) 48-4910S Tsfr In: General Fund \$58,800
Total Revenue Increase: \$58,800

INSURANCE FUND

(Increase) 55-4920 Tsfr In: SMA \$15,000
Total Revenue Increase: \$15,000

HOTEL/MOTEL TAX FUND

(Increase) 59-4004 Hotel/Motel Tax \$ 6,000
Total Revenue Increase: \$ 6,000

(Increase) 59-501-311 Professional Services \$ 1,125
(Increase) 59-390-319 Economic Incentive 2,000
(Increase) 59-590-938 Tsfr Out: Park Dev Fund 1,125
Total Appropriations Increase: \$4,250

STREET IMPROVEMENT SALES TAX FUND

(Increase) 65-4910S Tsfr In: General Fund \$ 73,500
Total Revenue Increase: \$ 73,500

SEWER IMPROVEMENT SALES TAX FUND

(Increase) 67-4910S Tsfr In: General Fund \$ 73,500
Total Revenue Increase: \$ 73,500

GO BOND SINKING FUND

(Increase) 81-581-910 Tsfr Out: General Fund \$ 390
Total Appropriations Increase: \$ 390

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA,
OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE SAPULPA MUNICIPAL
AUTHORITY, SAPULPA, OKLAHOMA and signed by the Mayor/Chairman this 19th day of
June 2017.**

Reg Green, Mayor/Chairman

ATTEST:

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City Attorney/Trust Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
VARIOUS		06/19/2017

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

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
10-4003	Sales Tax - First Penny	\$2,920,802	\$147,000		\$3,067,802
10-4003.01	Sales Tax -2nd & 3rd Penny	\$5,841,604	\$294,000		\$6,135,604
10-4003.02	Sales Tax -1/2 Penny	\$1,460,401	\$73,500		\$1,533,901
10-4003.03	Sales Tax -1/2 Penny	\$1,460,401	\$73,500		\$1,533,901
10-4055.01	Engineering Fees-Reim	\$5,000	\$7,000		\$12,000
10-4070	E-Commerce Fee	\$4,000	\$1,000		\$5,000
10.4072	Court Collection Revenue	\$55,000	\$13,000		\$68,000
10-4920S	Tsfr In: SMA-Sales Tax	\$2,336,641	\$117,600		\$2,454,241
10-4981	TSFR IN: GO SINKING	\$2,768	\$390		\$3,158
10-508-136	Retirement	\$0	\$2,500		\$2,500
10-510-311	Professional Services	\$55,700	\$13,000		\$68,700
10-511-108	Call Back	\$105,000	\$75,000		\$180,000
10-515-311	Professional Services	\$15,000	\$7,000		\$22,000
10-517-101	Salaries	\$83,150	\$5,000		\$88,150
10-518-133	Employee Insurance	\$7,000	\$3,050		\$10,050
10-590-920S	Tsfr Out: SMA	\$2,336,641	\$117,600		\$2,454,241
10-590-931S	Tsfr Out: Cemetery	\$146,040	\$7,350		\$153,390
10-590-934S	Tsfr Out: Library	\$146,040	\$7,350		\$153,390
10-590-935S	Tsfr Out: Parks & Rec	\$292,080	\$14,700		\$306,780
10-590-940S	Tsfr Out: Fire Cash	\$146,040	\$7,350		\$153,390
10-590-941S	Tsfr Out: Police Cash	\$146,040	\$7,350		\$153,390
10-590-944S	Tsfr Out: Major Thorofare	\$292,080	\$14,700		\$306,780
10-590-945S	Tsfr Out: Cap Impr	\$584,160	\$29,400		\$613,560
10-590-946S	Tsfr Out: W&S Impr	\$584,160	\$29,400		\$613,560
10-590-948S	Tsfr Out: Water Resources	\$1,168,321	\$58,800		\$1,227,121
10-590-965S	Tsfr Out: Str Impr Sales Tax	\$1,460,401	\$73,500		\$1,533,901
10-590-967S	Tsfr Out: Sewer Impr Sales Tax	\$1,460,401	\$73,500		\$1,533,901

Date Approved	Finance Director	Date Rejected	Reason

Date Approved	City Manager	Date Rejected	Reason

FY 16-17

Transfer #: 16-

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
VARIOUS		06/19/2017

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

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
20-4085	Collection Revenue	\$20,000	\$27,000		\$47,000
20-4910S	Tsfr In: General Fund - Sales Tax	\$2,336,641	\$117,600		\$2,454,241
20-523-311	Professional Services	\$12,000	\$16,200		\$28,200
20-590-910S	Tsfr Out: General fund-Sales Tax	\$2,336,641	\$117,600		\$2,454,241
20-4047	Refuse Collection	\$1,650,000	\$10,000		\$1,660,000
20-527-141	Contract Labor	\$1,275,000	\$8,000		\$1,283,000
20-590-955	Transfer Out: Insurance	\$0	\$15,000		\$15,000
31-4910S	Tsfr In: General Fund-Sales Tax	\$146,040	\$7,350		\$153,390
34-4910S	Tsfr In: General Fund - Sales Tax	\$146,040	\$7,350		\$153,390
35-4910S	Tsfr In: General Fund - Sales Tax	\$292,080	\$14,700		\$306,780
36-4082	Donations	\$0	\$16,928		\$16,928
36-536-101	Salaries	\$86,000	\$10,000		\$96,000
38-4959	Tsfr In: Hotel/Motel Tax	\$44,063	\$1,125		\$45,188
40-4910S	Tsfr In: General Fund - Sales Tax	\$146,040	\$7,350		\$153,390
41-4910S	Tsfr In: General Fund - Sales Tax	\$146,040	\$7,350		\$153,390
44-4910S	Tsfr In: General Fund - Sales Tax	\$292,080	\$14,700		\$306,780
45-4910S	Tsfr In: General Fund - Sales Tax	\$584,160	\$29,400		\$613,560
46-4910S	Tsfr In: General Fund - Sales Tax	\$584,160	\$29,400		\$613,560
47-4085	Spay/Neuter Fee	\$22,500	\$2,000		\$24,500
47-547-315	Other Services & Charges	\$17,000	\$2,000		\$19,000
48-4910S	Tsfr In: General Fund - Sales Tax	\$1,168,321	\$58,800		\$1,227,121
55-4920	Tsfr In: SMA	\$0	\$15,000		\$15,000
59-4004	Hotel/Motel Tax	\$235,000	\$6,000		\$241,000
59-501-311	Professional Services	\$44,063	\$1,125		\$45,188
59-590-319	Economic Incentive	\$20,000	\$2,000		\$22,000
59-590-938	Transfer Out: Park Dev fund	\$44,063	\$1,125		\$45,188
65-4910S	Tsfr In: General Fund - Sales Tax	\$1,460,401	\$73,500		\$1,533,901
67-4910S	Tsfr In: General Fund - Sales Tax	\$1,460,401	\$73,500		\$1,533,901
81-581-910	TSFR OUT: GENERAL FUND	\$2,768	\$390		\$3,158

Date Approved	Finance Director	Date Rejected	Reason
Date Approved	City Manager	Date Rejected	Reason

FY 16-17

Transfer #: 16-

Municipal Authority Regular

Meeting Date: June 19, 2017

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding 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.

SUMMARY:

The City has previously entered into a contract in the amount of \$139,956.00 with Garrow Construction, LLC to construction a waterline for the new youth sports complex to be paid from the GO Bond Construction Fund. In order to better utilize the GO Bond funds it has been determined that this can be paid from the Water Resources Fund which is restricted for water capital expenditures.

RECOMENDATION:

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

Fiscal Impact

Amount: \$139,956
To be paid from: Water Resources
Account number: 48-548-405B

Attachments

Water Resources Reso 061917
Water Resources budget transfer 061917

RESOLUTION NO. _____

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 AND APPROPRIATIONS IN THE AMOUNT OF \$139,956 IN THE WATER RESOURCES FUND TO RECOGNIZE ACTUAL BEGINNING FUND BALANCE AND PROVIDE FUNDS TO CONSTRUCT A WATERLINE FOR THE NEW YOUTH SPORTS COMPLEX.

WHEREAS, the City of Sapulpa has previously entered a contract in the amount of Garrow Construction, LLC in the amount of \$139,956 for a waterline at the new youth sports complex to be paid from the GO Bond Construction Fund; and

WHEREAS, in order to better utilize the GO Bond funds it has been determined that the waterline could be paid for using the fund balance in the Water Resources Fund which is \$148,045 more than anticipated; and

WHEREAS, this change requires an appropriation in the Water Resources Fund for this expenditure,

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

WATER RESOURCES FUND

(Increase)	48-4000 Budgeted Beginning Fund Balance	<u>\$148,045</u>
	Total Fund Balance/Revenue Increase:	\$148,045
(Increase)	48-548-405B Facilities-Contract	<u>\$139,956</u>
	Total Appropriations Increase:	\$139,956

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 19th day of June 2017.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
GO BOND CONSTR		06/19/2017

**TO RECOGNIZE ADDITIONAL BEGINNING FUND BALANCE
AND APPROPRIATE SUCH FOR THE CONSTRUCTION OF A NEW WATERLINE
FOR THE NEW YOUTH SPORTS COMPLEX**

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
48-4000	BUDGETED BEG FUND BALANC	\$67,988	\$148,045		\$216,033
48-548-405B	BOND PROCEEDS	\$99,612	\$139,956		\$239,568

Date Approved	Finance Director	Date Rejected	Reason

Date Approved	City Manager	Date Rejected	Reason

FY 16/17		Transfer #:	16-
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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: June 19, 2017

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding an 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.

SUMMARY:

The Sand Springs/Sapulpa Joint Board voted 4-0 to recommended the Sapulpa Municipal Authority approve an agreement for engineering services with Tetra Tech. The City of Sand Springs is apportioned 60% of the costs associated with the agreement for a total amount of \$183,498.00 and the City of Sapulpa is apportioned the remaining 40% resulting in an amount of \$122,322.00 for Fiscal Year 2017-2018. For additional information regarding this item, please refer to the attachments.

RECOMENDATION:

Staff recommends approval of the agreement.

Fiscal Impact

Amount: \$122,322.00

To be paid from:

Account number: 20-524-315B

Attachments

TetraTech SRWCS memo

Joint Board - TetraTech Agreement

Memorandum



Tetra Tech

To: Sapulpa Municipal Authority
Sand Springs Municipal Authority

Date: April 10, 2017

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

Subject: SRWCS: Operations & Maintenance Agreement (FY 2017-2018)

The Joint Board of the Skiatook Raw Water Conveyance System (SRWCS) is respectfully requested during the upcoming meeting to consider and approve the attached Agreement for Engineering Services with Tetra Tech, Inc. for Operations and Maintenance of the jointly owned SRWCS during FY 2017-2018.

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

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

Scope of Services	Man-hours	Labor Costs	Engineer Expenses	Estimated Total
Operations & Maintenance	2231	\$206,900	\$67,294	\$274,194
Repair / Rehab / Upgrade { 1 }	268	\$24,231	\$7,405	\$31,636
Tri-annual Shut-down	0	\$0	\$0	\$0
Sub-totals	2499	\$231,131	\$74,699	\$305,830

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

AGREEMENT
FOR
ENGINEERING SERVICES
SKIATOOK RAW WATER CONVEYANCE SYSTEM
OPERATIONS AND MAINTENANCE FY 2017 - 2018

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

WITNESSETH:

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

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

WHEREAS, Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 24 day of April 2017.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - STANDARD OF CARE

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

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

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 8 - INSURANCE

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

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

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

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

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

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

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - COMMUNICATIONS

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

- Engineer: Tetra Tech, Inc.
7645 E. 63rd Street, Suite 301
Tulsa, Oklahoma 74133
Attention: D. Neill Pulliam Jr, P.E.,

- Owner: Sand Springs/Sapulpa Joint Board
c/o Sand Springs Municipal Authority
PO Box 338
Sand Springs, OK 74063
Attention: Mr. Derek Campbell, P.E.

and

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – PERIODIC REVIEW AND PERIOD OF SERVICE

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

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

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

ARTICLE 24 – MAINTENANCE EQUIPMENT AND SUPPLIES

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

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

Owner: Sapulpa Municipal Authority

Engineer: Tetra Tech, Inc.

By _____

By *[Signature]*

Title _____

D. Neill Pulliam Jr, P.E.
Title Chief Engineer

Date _____

Date 4/18/2017

APPROVED

Municipal Authority Attorney

ATTEST

Secretary

Owner: Sand Springs Municipal Authority

Wmike Burdge

Title Chairman

Date April 24, 2017

APPROVED

[Signature]
Municipal Authority Attorney



ATTEST

Janice L. Almy
Secretary

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY AND
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS
AND
TETRA TECH, INC., ENGINEER
FOR
SKIATOOK RAW WATER CONVEYANCE SYSTEM
OPERATIONS AND MAINTENANCE FY 2017-2018**

SCOPE OF WORK

The following scope of services shall be made a part of the Agreement dated the ____ day of ____ 2017.

I. PROJECT UNDERSTANDING

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

II. SCOPE OF SERVICES

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

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

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

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY AND
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS
AND
TETRA TECH, INC., ENGINEER
FOR
SKIATOOK RAW WATER CONVEYANCE SYSTEM
OPERATIONS AND MAINTENANCE FY 2017 - 2018

COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the _____ day of _____ 2017.

I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER:

A. Basic Engineering Services. For basic engineering services performed under Article 3, the Owner will pay the Engineer at the hourly rates, plus burdened expenses, set forth in Engineer's Rate Schedule (Attachment D). The rates shown include all costs, including overhead and profit. Total maximum billing shall not exceed \$ 305,830.00 without further authorization.

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

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

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

Sand Springs	60%
Sapulpa	40%

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

Sand Springs	60%
Sapulpa	40%

This sheet intentionally blank

EXHIBIT B-1

ESTIMATED MANHOURS AND COSTS

Price Summary / Totals		Labor Plan												Task Pricing Totals		Task Pricing					
		4/10/2017												Specify Add'l Fees on Setup		Technology Use Fee					
305,830														0		305,830					
Price Proposal SRWCs: O&M FY 2017 - 2018 OPERATIONS & MAINTENANCE- JNTLY OWNED RAW WTR SYS. Submitted to: SSS-MA Contract Type: T&M		Total Labor Hrs		2,499		2,499		2,499		2,499		2,499		2,499		2,499		2,499			
		Schedule		from		thru		from		thru		from		thru		from		thru		from	
Project Phases / Tasks		07/01/17		06/10/18		07/01/17		06/10/18		07/01/17		06/10/18		07/01/17		06/10/18		07/01/17		06/10/18	
PROJ MANAGEMENT WEEKS:		39		39		39		39		39		39		39		39		39		39	
80 - REPAIR & REHAB		52		52		52		52		52		52		52		52		52		52	
01 - SYSTEM ASSETS REPAIR / REPLACE		52		52		52		52		52		52		52		52		52		52	
02 - REHD EMERG REPAIR CONT		-		-		-		-		-		-		-		-		-		-	
80.R01 - R & R EQUIPMENT		-		-		-		-		-		-		-		-		-		-	
80.L - TRI-ANNUAL SHDWM/INSP 03/2019		-		-		-		-		-		-		-		-		-		-	
82 - OPERATIONS & MAINTENANCE		2,408		2,408		2,408		2,408		2,408		2,408		2,408		2,408		2,408		2,408	
01 - PROJ MANAGEMENT		18		18		18		18		18		18		18		18		18		18	
02 - PROJECT ADMIN / OFFICE SUPPORT		52		52		52		52		52		52		52		52		52		52	
03 - REPORTS & MEETINGS		8		8		8		8		8		8		8		8		8		8	
04 - OPERATIONS / STATION MAINT		2,080		2,080		2,080		2,080		2,080		2,080		2,080		2,080		2,080		2,080	
05 - EMERGENCY CALL OUT		216		216		216		216		216		216		216		216		216		216	
06 - ROW INSP & MAINT		-		-		-		-		-		-		-		-		-		-	
07 - SYSTEM FACILITY MAINT.		26		26		26		26		26		26		26		26		26		26	
08 - RECORDINGS		8		8		8		8		8		8		8		8		8		8	
R02 - EQUIP FOR STA / RW		-		-		-		-		-		-		-		-		-		-	
R04 - SUB / VENDORS		-		-		-		-		-		-		-		-		-		-	
R06-A - OPERATOR TRAVEL (UNIT #10)		-		-		-		-		-		-		-		-		-		-	
R06-B - STAFF TRAVEL		-		-		-		-		-		-		-		-		-		-	
R09 - SUPPLIES		-		-		-		-		-		-		-		-		-		-	
Totals		07/01/17		06/10/18		2,499		2,499		2,499		2,499		2,499		2,499		2,499		2,499	
Pricing by Resource		Labor		231,131		231,131		231,131		231,131		231,131		231,131		231,131		231,131		231,131	
Subs		-		-		-		-		-		-		-		-		-		-	
Travel		16,740		16,740		16,740		16,740		16,740		16,740		16,740		16,740		16,740		16,740	
Mat's & Equip		30,473		30,473		30,473		30,473		30,473		30,473		30,473		30,473		30,473		30,473	
VENDORS		27,486		27,486		27,486		27,486		27,486		27,486		27,486		27,486		27,486		27,486	
Task Pricing		-		-		-		-		-		-		-		-		-		-	
Total Price		305,830		305,830		305,830		305,830		305,830		305,830		305,830		305,830		305,830		305,830	

EXHIBIT B-2

(For Information of Potential Estimated Costs)

R.01 - System and Equipment rebuild/ replacement		Budget	
		2/16/17	ADJUST
: PMP IQ1000 MOTOR PROTECT ION RELAY & RTD MODULE		\$	-
EMERGENCY CRANE RENTAL SERV		\$	-
ONE WAY TANK ALTITUDE VALVE REPAIR KIT		\$	677
COMPRESSOR CONTROL - EVAL & RELAY		\$	-
Strainer #1 worm gear reducer		\$	-
Strainer #1 backwash valve		\$	-
Strainer #2 backwash valve - rebuild kit		\$	526
ROW Maintenance [materials]		\$	-
ROW Maintenance [Equipment Rental - skid loader]		\$	2,043
Pull pump and rebuild [P301 in 08]		\$	-
HVAC emergency repairs		\$	1,500
12" gate valve and hardware		\$	-
Replace 2 1 suspended heaters: Strainer Bldg / Station 15KW 480V		\$	2,314
Emergency Telemetry Repairs		\$	-
meter repairs		\$	-
meter calibration		\$	-
Butterfly Valve	REPLACE	\$	-
***SPARE TRANSDUCER:		\$	1,086
***PURCHASE SPARE TRANSFORMER: \$14658 + SHIPPING [OWNER PO]		\$	-
		\$	8,146

EXHIBIT B-3

(For Information of Potential Estimated Costs)

R.02 - EQUIPMENT FOR STATION AND RIGHT-OF-WAY		
	Station	ROW
Purchase		
Strainer Parts #1 & #2	\$ 848	\$ -
EROSION DEVICES	\$ -	\$ 339
Hand Tools	\$ 679	\$ -
Gauges	\$ -	\$ -
Cup Changes	\$ 2,036	\$ -
Replace 6 Hydraulic Hoses [Air/Oil Op]	\$ -	\$ -
Gland Replacement	\$ 1,561	\$ -
4" ARV Valves(1) rebuild kit	\$ -	\$ -
6" ARV (1) rebuild kit	\$ -	\$ -
Pad Locks	\$ -	\$ 204
Marker and Post [Replace 50 signs]	\$ -	\$ -
Misc. Equip	\$ 1,697	\$ 271
EXHAUST INTAKE SCRN	\$ -	\$ -
Pump Oil	\$ 5,000	\$ -
GASKETS	\$ 543	\$ -
Compressor Maint. Parts - Filter / filter kits	\$ 3,149	\$ -
Rental		
***Brushhog / Mowing R/W	\$ -	\$ 6,000
Generator (rental)	\$ -	\$ -
pressure washer (rent)	\$ -	\$ -
Water pump (rent)	\$ -	\$ -
ATV (rental)	\$ -	\$ -
TOTAL	\$ 15,513	\$ 6,814
	\$	22,327

EXHIBIT B-4

(For Information of Potential Estimated Costs)

BUDGET			
R.04 - Subcontracts / Vendors			
	Station	ROW	Facilities
ANNUAL			
Annual flight	\$ -	\$ 2,321	\$ -
Yard Maintenance <i>[Beginning FY 09-10 Owner responsibility]</i>	\$ -	\$ -	\$ 0
HVAC (annual service)	\$ 740	\$ -	\$ -
MICRO-COMM ANNUAL SERV "SYS CHECKOUT" SYSTEM TELE. DEBUG	\$ -	\$ -	\$ 2,036
MICRO-COMM ANNUAL EQUIP INSURANCE (excludes labor)	\$ -	\$ -	\$ 2,443
Meter Calibration (sta.) field calibration in-house	\$ -	\$ -	\$ -
Cathodic services on (2) tanks	\$ -	\$ -	\$ 2,145
Meter Calibration (MV)	\$ -	\$ 1,120	\$ -
MOTOR INSULATION CHECK X 1	\$ 1,912	\$ -	\$ -
MOTOR VIBRATION CHECK X 2	\$ 3,397	\$ -	\$ -
Herbicide Treatment PSO	\$ -	\$ -	\$ -
Tank base seal	\$ -	\$ -	\$ -
Cathodic services - Vault Piping	\$ -	\$ 2,851	\$ -
ANNUAL CLEANING TANK #2 (OWNER PO) ~\$8300 (March 2016)	\$ -	\$ -	\$ -
***ANNUAL OVERHEAD HOIST INSPECTION	\$ -	\$ -	\$ 394
***TRANSFORMER OIL SAMPLE - TEST - RPT X 2	\$ -	\$ -	\$ 1,068
PAGE PLUS (Emergency Pager for Operator / Alt Operator on-call)	\$ -	\$ -	\$ 619
TRI -ANNUAL			
Clean Arrestor & One-Way Tank DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Clean #1 Tank - 2 MG (OWNER PO) ~\$8270 DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Touch up Paint - One-Way Tank DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Touch up Paint - Surge Arrestor DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Porto - John Rental DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Replace Surge Arrestor Anodes (16) [if needed] DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Pipeline Inspection - excavation / backfill DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
Switch gear IR Survey - elect maintenance / rpt DUE 3/13/2016 /2019 /2022	\$ -	\$ -	\$ -
	\$ 6,048.78	\$ 6,291.55	\$ 8,705.11
ESTIMATED TOTAL	\$6,049	\$6,292	\$8,705
	Station	ROW	Facilities
	\$21,045		

\$21,045.44

\$0.00

EXHIBIT B-5

(For Information of Potential Estimated Costs)

BUDGET			
R.09 - MISC SUPPLIES			
1	Air system filters -	\$	953
2	HVAC filters -	\$	102
3	Oil booms -	\$	136
4	Oil pads -	\$	272
5	Wipe All wipers -	\$	272
6	Shop rags	\$	68
7	Compressor Air & Oil filters -	\$	204
8	Grease -	\$	102
9	Water filters -	\$	102
10	Trash bags -	\$	68
11	Cleaners -	\$	204
12	Clnng Supplies -	\$	102
13	Spray lube -	\$	34
14	Teflon Tape -	\$	51
15	Oil Absorb material -	\$	-
16	Floor sealer, polish -	\$	-
17	Light bulbs -	\$	300
18	Fuses -	\$	-
19	UPS Batteries -	\$	405
20	Vac supplies -	\$	-
21	Paint -	\$	505
***22	Ext. Block Sealer [tri-annual application] Due 7/2017	\$	2,724
23	Caulk -	\$	68
24	Paint supplies -	\$	136
24	Printer -	\$	204
26	Yard Maint. Supplies	\$	203
28	Seed and fertilizer	\$	-
29	Concrete for patching 2mg and station	\$	-
30	Ovrhd crane oil chng kit-alt years - ANNUAL INSP	\$	-
31	2A wax tape (case) and primer(20	\$	-
32	Zander arrestor add-air filter	\$	177
33		\$	-
34		\$	-
35		\$	-
TOTAL			
		\$6,441	
		\$6,441	
Station			
R.09 - MISC SUPPLIES - SUBTOTAL			\$6,441

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY AND
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS
AND
TETRA TECH, INC., ENGINEER
FOR
SKIATOOK RAW WATER CONVEYANCE SYSTEM
OPERATIONS AND MAINTENANCE FY 2017 - 2018**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special Owner responsibilities and contract conditions shall be made a part of the Agreement dated the ____ day of _____ 2017.

I. OWNER RESPONSIBILITIES

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

II. SPECIAL CONDITIONS - EXCLUSIONS

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

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

**ATTACHMENT D
 TO
 AGREEMENT FOR ENGINEERING SERVICES
 BETWEEN
 SAPULPA MUNICIPAL AUTHORITY AND
 SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS
 AND
 TETRA TECH, INC., ENGINEER
 FOR
 SKIATOOK RAW WATER CONVEYANCE SYSTEM
 OPERATIONS AND MAINTENANCE FY 2017 - 2018**

RATE SCHEDULE

The following hourly rates shall apply as described in Attachment B and shall be made a part of the Agreement dated the _____ day of _____ 2017. (List effective July 1, 2017)

I. PROFESSIONAL FEES BASED ON TIME

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

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

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

II. DIRECT COSTS

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

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

IV. ADJUSTMENT CLAUSE

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

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY AND
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS
AND
TETRA TECH, INC., ENGINEER
FOR
SKIATOOK RAW WATER CONVEYANCE SYSTEM
OPERATIONS AND MAINTENANCE FY 2017 - 2018**

SCHEDULE

The following schedule shall be made a part of the Agreement dated the _____ day of _____ 2017.

The scope of services outlined in this Agreement shall continue from July 1, 2017, to June 30, 2018.



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: June 19, 2017

Submitted By: Rick Rumsey, Assistant City Manager

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding an agreement with Tetra Tech for engineering services for the Westside/Senegence sewer extension in the amount of \$91,500.00.

SUMMARY:

This agreement with Tetra Tech is for the engineering services needed for the west side wastewater development extension for the Senegence sewer project. The scope of services includes design, development, project management, data collection, hydraulic modeling, treatment concept development, project schedule, and all inspections as needed. For additional information regarding this item, please refer to the attachments.

RECOMENDATION:

Staff recommends approval of the agreement.

Fiscal Impact

Amount: \$43,824.00

To be paid from: Waste Water-Professional Services

Account number: 20-525-311

Amount: \$47,676.00

To be paid from: Grant Reimbursement

Account number:

Attachments

TetraTech Terms & Conditions

TetraTech Westside-Senegence Sewer Project Requirements

TetraTech Westside-Senegence Sewer Project Agreement



Consulting Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

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

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

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

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

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

dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

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

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

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

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

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

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

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

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

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

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

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund

they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Professional Services Agreement Attachment A – Project Requirements

Client: Sapulpa Municipal Authority

Project Description

Westside/Senegence Sewer Plan

The Client has requested that Consultant prepare a conceptual level study to evaluate the wastewater treatment needs for the proposed Senegence development (Senegence), located on the western outskirts of the city limits as shown on Figure 1. The objective of this study is twofold: 1) to develop the feasibility and the conceptual level cost estimate to treat the wastewater flow from Senegence at the existing Sapulpa Regional Wastewater Treatment Plant (SWWTP) versus at a new treatment plant to be located near the proposed Senegence site; and 2) to evaluate long term sewer needs in this area.

Based on initial conversations with PMG, Senegence's construction management firm, wastewater service must be available to Senegence by January 2019.

Scope of Services

- A. **Project Management.** Provide project management services to include the following:
 - A.01 **Administration.** This task includes project initialization, setup, project team coordination and routine communication with the Client, regulatory agencies, and representatives of Senegence as needed. Consultant will conduct periodic review meeting with Client throughout the project.
 - A.02 **Quality Control Reviews.** Consultant's senior design staff shall review key deliverables and submittal information prior to delivery.
 - A.03 **Senegence Support:** Communicate with and support Senegence on an as-needed basis to support their development of an application for Tax Increment Financing; as well as other administrative needs. Support may include letters from the Engineer of record, technical memos describing improvements and their associated costs, and other instruments as needed.
- B. **Data Collection.** In order to develop the wastewater treatment needs, information on the projected wastewater flow, quantity and quality from Senegence development will be required. Consultant will coordinate with the Client and Senegence representative to solicit and obtain the following data needs:
 - B.01 Characteristics of the proposed development and phasing concepts.
 - a. Anticipated wastewater flow volumes in terms of domestic, industrial and other non-domestic usage and needs, including peak and average discharge rates.
 - b. Wastewater flow characteristics (in terms of BOD, TSS, ammonia, and other conventional and non-conventional parameters)
 - c. Information on the proposed development site plan and layout
 - B.02 **Flow Monitoring:** Determine wastewater flows in the existing wastewater collection system by monitoring flows in the collection system over a two-week period. Measure flows at the South Lift Station. Process and evaluate data from the flow monitoring and lift station monitoring and convert it into .csv format for export into the hydraulic model.
 - B.03 **Data Gap Analysis.** Consultant will identify and summarize any data gap. Consultant will utilize Consultant's own professional judgement and literature data to fill any resulting data gaps for the analysis. Data not available from Senegence or the Client will be developed by the Consultant and reviewed with the appropriate parties to ensure that all parties concur with the Consultant's assumptions.
- C. **Hydraulic Modeling.** Prune the hydraulic model and prepare it for use in this study. Calibrate the model to dry weather and wet weather. Determine residual dry weather capacity and residual wet weather capacity in the existing collection system.
- D. **Conveyance Design.** The conveyance system analysis will assume the installation of both onsite and offsite facilities. Onsite facilities will consist of conveyance system improvements needed to convey flow from the Senegence facility and other surrounding facilities that may be included in the service area, to the proposed location of either a Concept 1 or Concept 2 treatment solution, as outlined below.
 - D.01 The proposed offsite conveyance system improvements will consist of a lift station, wet weather storage basin, and a force main. Certain assumptions that will minimize the cost of this study, as well as the cost of the offsite improvements needed to serve the Senegence facility are included in this scope of work and are provided below:

- a. The facilities to be served by the proposed conveyance system improvements will be constructed of new pipe and installed such as to minimize wet weather I&I.
- b. Wet weather flows will be stored in a wet weather storage facility to be constructed at the site of the proposed pump station.
- c. The lift station and force main will be sized to handle dry weather flows.
- D.02 Service Area Definition: Based on conversations with Senegence, DEQ, and the City, a service area will be defined. The service area will include all proposed development considered likely to develop over a 20-year planning period.
- D.03 Alternative Lift Station Locations: Based on maps of the service area and potential alignments, identify possible lift station locations.
- D.04 Phasing Alternatives: Based on the service area definition and anticipated lift station and WWTP locations, develop a phasing plan. Phasing plan shall include intermediate estimates of wastewater flow at the 5- and 10-year mark.
- D.05 Right-of-Way Impact: Review possible facility locations and force main alignments and identify the impact of different right-of-way alternatives. Identify most feasible facility locations and force main alignments.
- D.06 Permitting: Review anticipated permits needed for construction of the proposed facilities.
- D.07 Cost Estimates: Develop cost estimates for the proposed lift station and force main under the various phasing scenarios previously identified.
- F. **Treatment Concept Development.** The following two treatment concepts will be developed: Conveying all wastewater flow from Senegence to the existing SWWTP for treatment and discharge; and Construct a new treatment plant locally to handle the flow from Senegence.
 - F.01 Concept 1 – Convey all wastewater flow from Senegence to the existing SWWTP for treatment and discharge. Under this a concept, a new conveyance system will be needed to convey the flow to the existing treatment plant for treatment and discharge. Concept 1 will impact both the existing wastewater conveyance system and the existing SWWTP.
 - a. Establish Current SWWTP Condition. Consultant will review three years of historical plant operational data, conduct interviews with plant staff and based on the review summarize plant performance, plant capacity and bottlenecks, and any available excess capacity.
 - b. Existing Plant Potential: Based on the flow projection (from Senegence) developed in previous tasks, Consultant will evaluate the impact of handling the flow at the existing plant at its current conditions. Based on this evaluation, Consultant will develop additional process capacity requirements (if needed) and develop a conceptual level layout for the required plant expansion. Consultant will consult with Department of Environmental Quality (DEQ) as needed to ascertain the anticipated future discharge limits to incorporate into the plant expansion concepts. Similarly, Consultant will also consult with the Client to determine if additional growth assumptions should be included for in the analysis to develop plant expansion concept suitable to serve a 20-year planning period.
 - c. Cost Estimate: Consultant will develop conceptual level cost estimate for the proposed plant expansion improvements including the initial capital cost and annual operation and maintenance costs.
 - F.02 Concept 2 – Construct a new treatment plant locally to handle the flow from Senegence. Under this concept, a new treatment facility will be located near the proposed Senegence development for handling all the wastewater flow from the facility, or at an alternate site.
 - a. DEQ Coordination. The new plant will require a new discharge permit from DEQ. Some possible locations are to the unnamed tributaries located near the development that ultimately discharge to the City Owned Sapulpa Lake. Consultant will coordinate with DEQ and obtain the likely discharge limits for this new discharge for the conceptual analysis.
 - b. New WWTP Concept: Based on flow projections (from Senegence) developed in previous tasks, Consultant will develop new treatment plant concept to achieve the anticipated discharge limits, including the land requirement, possible locations for the new plant and the discharge locations, and develop conceptual level cost estimates to include both the capital and annual operation and maintenance costs. If needed, Consultant will develop phasing development for the new treatment plant to coincide with any phasing concept for the Senegence development.
 - c. Effluent Reuse Opportunities. Consultant will identify potential effluent reuse opportunities within the Senegence development for use such as land irrigation, manmade ponds, and recreational use.
 - d. Summarize sludge generation and disposal considerations for the new plant.

- e. Consultant will identify and summarize all permits and other regulatory approval requirements for the proposed new plant. These may include:
 - i. Waste load allocation study that may be required by DEQ to establish the plant effluent discharge requirements.
 - ii. Environmental permits and regulatory reviews.
- G. **Report.** Consultant will prepare a draft report summarizing the analysis and findings including the conceptual level cost estimates for both concepts. The report will also summarize other non-monetary considerations such as pros and cons of each concept. Consultant will submit three copies of the draft report to the Client and conduct a review session with the Client to present the findings. Consultant will finalize the report based on Client's input and review comments and submit three copies of the final report.

Special Assumptions

Project Schedule

Consultant will complete the draft report within 90 days after notice to proceed.

Method of Compensation

Lump Sum Compensation for these services shall be a lump sum of \$91,500.

Supplemental Terms and Conditions

The Sapulpa Municipal Authority will provide funding and authorization in two phases. Phase 1 is funded up to a maximum of \$43,824 and the initial authorization to proceed will only provide authorization up to that dollar amount. It is expected that Phase 2 funding in the amount of \$47,676 will be provided after July 1, 2017, and a second authorization to proceed will be issued when Phase 2 funding has been allocated to the project. The authorization to proceed with Phase 2 will be the final authorization and will provide authorization to the full contract amount.

Work performed under Phase 1 funding will proceed in the logical sequence of project tasks up to the amount authorized under Phase 1.



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

This Agreement is made and becomes effective this 5th day of June, 2017, between Sapulpa Municipal Authority (Client) and Tetra Tech, Inc. (Consultant), a Delaware corporation.

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

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

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

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

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

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

By _____
Client's Authorized Signature

By *Felix R. Belanger*
Consultant's Authorized Signature

Reg Green
Authority Chairman

Felix R. Belanger, P.E.
Vice President

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Municipal Authority Regular

Meeting Date: June 19, 2017

Submitted By: Rick Rumsey, Assistant City Manager

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding the awarding of the bid for Pipeline Fittings Rehabilitation on the Skiatook Raw Water Conveyance System project to Daris Contractors as the lowest most responsive and responsible bidder in the amount of \$14,558.40.

SUMMARY:

Bids were recently received and reviewed by Tetra Tech Engineering for necessary pipeline fittings rehabilitation on the Skiatook Raw Water Conveyance System (SRWCS). A total of three (3) bids were received and Daris Contractors was the lowest bid received in the amount of \$36,396.00. 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 and Tetra Tech recommends awarding bid to Daris Contractors in the amount of \$14,558.40.

Attachments

TetraTech Pipeline Rehab SRWCS

PROJECT NO.:

SAND SPRINGS MUNICIPAL
AUTHORITY

OWNER:

NO.	DESCRIPTION	BID		Amended SCOPE	Percent of Total	UNIT	U.PRICE	TOTAL COST
		QUANTITY	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

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

AGENDA ITEM

Municipal Authority Regular

9.A.

Meeting Date: June 19, 2017

Submitted By: Anna Jo Fife, City Manager Assistant

Department: City Manager

Presented By:

SUBJECT:

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

SUMMARY:

RECOMENDATION:

Attachments

TT Status Rpt 6-19-17

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

TETRA TECH, INC.
 PROJECT STATUS REPORT
 SAPULPA, OKLAHOMA
 JUNE 19, 2017

PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1. Water Atlas Creation	Ryan Mittasch, P.E.	P		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2. N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		Design was completed and submitted for ODEQ approval on March 1, 2017. Easement exhibits were provided for ROW acquisition.	Acquire the necessary right-of-way for construction.
3. Youth Sports Complex PH1A Waterline Design	Josh Muskopf	E		Construction underway.	Approve Pay Request No. 1.
4. Dewey Ave. Sewer Connection	Ryan Mittasch, P.E.	E		Plans and specs have been approved by ODEQ. There is an ONG gas line in conflict with proposed construction that must be relocated by ONG.	Prepare to advertise for construction once the gas line has been moved.

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