NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on Monday, March 6, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

Page

A) **Call to Order - Timothy Lee Fox, Chairman**

B) **Roll call, declaration of quorum – Susan White, Secretary; Timothy Lee Fox, Chairman**

C) **Public Works Director Report - Wes Richter**

1) PW REPORT-MAR 2017 — 2

D) **Scheduled Business**

1) Discussion and possible action to approve minutes from February 6, and February 21, 2017 meetings. — 3 - 5
GUSA MIN 020617
GUSA MIN 022117SPC

2) Discussion and possible action to ratify action of the City Council to approve a bid in the amount of $804,229.92 and authorize the Chairman to execute a Meter Replacement and AMR Installation Agreement with RG3 Utilities, LLC for materials and installation necessary to implement a city-wide water meter replacement project. — 6 - 40
(Lynn Burrow, Community Development Director)
AMR METER SYSTEM
AMR BID TAB

3) Discussion and possible action to accept the waterline extension constructed to serve the Sunoco butane blending facility located at 12905 S. U.S. Hwy 75 W., and associated maintenance bond. — 41 - 46
(Lynn Burrow, Community Development Director)
SUNOCO WATERLINE ACCEPTANCE

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____am/pm.

Signed:

City Clerk

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Public Works Director's Report

March 6, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- 3 sewer backups were reported they were all on customer's side.

Water Distribution:

- Meter reading started on February 1st.
- Meter reading was completed on February 13th.
- Total rereads for February were 132 of which 24 were incorrect reads and 0 were sent out for 2nd re reads.
- 187 Service Orders, 8 Blue tags were issued by the water billing dept.
- 5 New construction meters were set and 7 meter replacements.
- 241 Line locates were issued by call Okie.
- 124 turned off for nonpayment.

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Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager Roger Kolman, City Clerk Susan White
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MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
February 6, 2017

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

A) Chairman Fox called the meeting to order at 6:45 p.m.

B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.

C) Public Works Director Report - Wes Richter, Director of Public Works

- Mr. Richter reviewed for the Board the various activities accomplished by the water/wastewater personnel during the previous month.

D) Scheduled Business:

1) Discussion and possible action to approve minutes from January 3, and January 17, 2017 meetings.
MOTION: Trustee Agee moved, second by Trustee Lund to approve minutes as presented.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns (January 3, 2017)
AGAINST: None
ABSTAIN: Trustee Kearns (January 17, 2017)
Motion carried.

2) Discussion and possible action to ratify action of the City Council to approve or disapprove OMAG recommendation to deny Tort Claim No. 202984-LR, Claimant Brock Kendrick.
Lowell Peterson, City/Trust Attorney explained that because the Claim pertained to activities of GUSA personnel it appeared on this agenda as well as the City Council agenda.
MOTION: Trustee Kearns moved, second by Trustee Agee to ratify action of the City Council to deny Tort Claim No. 202984-LR as recommended by OMAG.
FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: Trustee Lund
Motion carried.

3) Discussion and possible action to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.
MOTION: Trustee Kearns moved, second by Trustee Lund to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.
FOR: Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay
AGAINST: None
Motion carried.

4) Discussion and possible action to approve and accept sanitary sewer-line improvements, serving Glenpool Center Storage South mini-storage facility, located at 15086 S. Elwood Ave.
Lynn Burrow, Community Development Director recommended Board approval to accept sanitary sewer line extension as presented.
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve and accept sanitary sewer-line improvements, serving Glenpool Center Storage South mini-storage facility, located at 15086 S. Elwood Ave.
FOR: Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox
AGAINST: None
Motion carried.

5) **Discussion and possible action to accept ownership and maintenance responsibilities for 156th Street Water Storage Tower and associated waterline infrastructure improvements**.
MOTION: Trustee Kearns moved, second by Trustee Agee to accept ownership and maintenance responsibilities for 156th Street Water Storage Tower and associated waterline infrastructure improvements.
FOR: Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee
AGAINST: None
Motion carried.

6) **Discussion and possible action to approve Joint Resolution No. 17-02-01, A Joint Resolution Of The City Of Glenpool, A Political Subdivision Of The State Of Oklahoma, (The "City") And The Glenpool Utility Services Authority, An Oklahoma Public Trust Of Which The City Is The Beneficiary (The "Authority," And Together With The City The "Public Agency") Declaring The Public Agency's Intent, Pursuant To Provisions Of The Oklahoma Interlocal Cooperation Act And The Texas Interlocal Cooperation Act, To Enter Into A Particular Interlocal Participation Agreement With Region 8 Education Service Center ("ESC 8"), Pittsburg, Texas, In Order To Participate In And Receive The Benefits Of The Interlocal Purchasing System ("TIPS"); And To Authorize The Mayor Of The City And The Chairman Of The Authority To Execute The TIPS Interlocal Participation Agreement On Behalf Of The Public Agency, And To Execute Such Other Agreements And Related Documents, And Take Such Other Actions As Necessary To Implement The TIPS Interlocal Participation Agreement And Derive Its Benefits; And Containing Other Provisions Relating Thereto.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Lund to approve Joint Resolution No. 17-02-01.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 7:01 p.m.

_____
Date

_____
Chairman

ATTEST:

_____
Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
February 21, 2017

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund. Momodou Ceesay, Vice Chairman was absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer and Lynn Burrow, Community Development Director.

A) Chairman Fox called the meeting to order at 6:27 p.m.

B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business:

1) Discussion and possible action to approve the professional services proposal from Schemmer Engineering for the purpose of locating all existing utility facilities and private homeowner improvements along the entire south boundary of Pecan Estates Addition, at a cost not to exceed $8,200.00; and authorize the City Manager to execute the Agreement.

Lynn Burrow, Community Development Director introduced the proposal from Schemmer Engineering and described the purpose. He stated that staff have identified a need to locate existing easements and utility lines. Staff is concerned that a sanitary sewer line may have been built outside the easement. The professional survey will be utilized to formulate a corrective plan if necessary.

MOTION: Trustee Kearns moved, second by Trustee Agee to approve the proposal as presented, and at a cost not to exceed $8,200.00.

FOR: Trustee Lund; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

ABSENT: Vice Chairman Ceesay

Motion carried.

D) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 6:34 p.m.

_____
Date

_____
Chairman

ATTEST:

_____
Secretary

City Of
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MEMORANDUM

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL and CHAIRMAN AND BOARD OF TRUSTEES GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL OF BID TABULATION AND AUTHORIZATION TO ENTER INTO A CONTRACT AGREEMENT FOR MATERIALS AND INSTALLATION NECESSARY TO IMPLIMENT A CITY-WIDE AMR WATER METER REPLACEMENT PROJECT

DATE: FEBRUARY 22, 2017

BACKGROUND

This item is for joint consideration and action by the City Council and the GUSA Board regarding the review and approval of a certain Bid Tabulation and the authorization to enter into a Contract Agreement for materials, equipment, and installation labor necessary for the implementation of a City-wide AMR (Auto Meter Read) water meter system. As the Board may recall, this project was contemplated and made a part of the 'Move Glenpool Forward' sales tax initiative passed by Glenpool voters in the spring of 2016. As noted on the attached Bid Tabulation, public bids were taken on January 6, 2017 for water meter materials and various electronic equipment as specified therein. Generally, this project entails the complete replacement of approximately 4300 existing water meters throughout the City. As detailed in the Bid Tabulation, Fortiline, Inc. at $679,468.13 and RG3 Meter Company at $680,545.52 were the two lowest Bidders on the project with Ferguson Water Works a close third at $710,000.00.

As a result of the bids, the three lowest Bidders were contacted and asked to make a full presentation of the metering equipment they proposed to supply. They were also asked for a detailed description of the electronic meter reading equipment included in the base bid along with the associated process necessary to integrate the new auto-read meters and the computer hardware and software proposed to incorporate the new reading system into the City's INCODE accounting system. Each of the three Bidders went through a very detailed presentation demonstrating the attributes of their meters and the associated auto read electronics and their ability to work seamlessly with our INCODE system.

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In addition, Staff conducted a very thorough investigation into each of the equipment manufacturers and the various references each Bidder included in their submittal.

Based on cost, equipment warranties, battery life, customer references, and the ease of integration of the new equipment into the City's INCODE accounting system, RG3 Meter Company has gained full Staff support. This company's business references were limited to those Communities or Water Districts that had approximately the same customer base as Glenpool and users where the meters have been in service for a minimum of five years. All references contacted had only positive things to say regarding the product as well as the level of service being provided in the way of equipment warranties, replacement parts, timely delivery's, and overall customer service. Note that based on the unit costs in the equipment bid, Staff has made the decision to not only replace the older existing meters, but all meters in the system with new units. As noted in the bid tabulation, the original bid covered the total replacement of 3200 existing ¾' meters along with retrofitting an additional 1100 electronic register devices on those existing ¾" meters less than five years old. Considering the relative low cost of a complete meter change-out program, Staff has made the decision to replace all 4300 - ¾" and 80 - 1" existing meters with new units for a total cost of $668,449.92 - using the unit prices from RG3 Meter Company. Staff also requested an additional proposal from each of the two lowest Bidders covering installation labor that will be necessary to install all 4380 new meters being considered. As indicated in the attached Agreement with RG3, they have proposed a per/unit price of $31.00 for each installation or a total cost of $135,780.00 for all 4380 meters. The price received from the subcontractor Fortiline Meter Company uses was $36.63/unit. Therefore, by using the RG3 unit price, the total meter replacement cost (equipment & labor) will be $804,229.92 as specified in the proposed Agreement

As the Council and Board may recall, the Move Glenpool Forward Sales Tax Initiative identified this type of water meter replacement as one of the specific projects being proposed and as such earmarked $850,000 in future sales tax revenue as the primary source of funding.

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Staff Recommendation:

Staff recommends that the City Council and the GUSA Board approve the proposed Agreement with RG3 Meter Company in the amount of $804,229.92 which covers the purchase of a total of 4380 meters and related equipment and the installation of all 4380 meters being purchased.

Attachment:

A. Bid Tabulation
B. Agreement for Meter Material, Equipment, and Installation

Agreement Between: **Owner and Contractor**

Contract Type: **Meter Replacement and AMR Installation**

Document No. **RG302**

Agreement Date: 2/21/2017

BETWEEN the Owner:

Name: City of Glenpool, acting jointly with the Glenpool Utility Services Authority
Address: 12205 S. Yukon Ave.
Glenpool, OK 74033

and the **Contractor**:

RG3 Utilities, LLC General Partner of RG4 Endeavors, LP
2912 S. Access Rd.
Longview, TX 75602
Telephone Number: (903) 753-3456

for the following **Project**:

AMR Water Meter Project

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3 CONTRACT SUM
4 PAYMENT
5 INSURANCE
6 OWNER
7 CONTRACTOR
8 ADMINISTRATION
9 CHANGES IN THE WORK
10 TIME
11 PROTECTION OF PERSONS AND PROPERTY
12 CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OF THE CONTRACT
15 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS AND GENERAL PROVISIONS

§1.1 CONTRACT DOCUMENTS

The Contractor shall complete the Work, as defined in § 1.4 of this Agreement and described in the Contract Documents for the project. The Contract Documents consist of:

1. This Agreement signed by the Owner and Contractor;
2. Written orders for changes in the Work issued after execution of this Agreement.

§1.2 ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Article 9.

§1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§1.4 WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§1.5 GOODS

The term "Goods" means the products the Owner has agreed to purchase in accordance with the terms and conditions of this Contract. The Goods include, but are not limited to, meters and AMR/AMI system.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be 4/17/2017 or ten (10) working days after the Owner provides a list of all meters being changed and notice to proceed, whichever date is later, *provided that* all terms and conditions required for this Agreement to be eligible for the benefits of the Interlocal Participation Agreement attached hereto and incorporated herein as **Exhibit A** have been fulfilled in accordance with § 15.5 of this Agreement. The Contractor shall substantially complete the Work not later than One Hundred Fifty (150) calendar days from the date of commencement, subject to adjustment as provided in Article 9 and Article 10.

ARTICLE 3 CONTRACT SUM

§3.1 CONTRACT SUM

Subject to additions and deductions in accordance with Article 9, the Contract Sum is:

Amount of Contract: **EIGHT HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND NINETY TWO CENTS ($804,229.92)**

§3.2 VALUES RELATED TO THE WORK

For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Item	Units and Limitations	Price per Unit ($0.00)
Installation of 5/8" x ¾" meters	4300	$31.00
Installation of 1" Meters	80	$31.00
Remove and replace existing meter box with a new box provided by the utility	As Needed	$20.00
Remove and Reset the existing meter box (meter nuts or shut off outside the confines of the box, box set too low, etc.)	As Needed	$20.00
Replace Curb Stop – Materials provided by city	As Needed	$31.00

Pricing will be calculated on a per unit basis and will vary according to the type of service rendered.

§3.3 VALUES RELATED TO THE GOODS
For purposes of payment, the Contract Sum includes the following values related to products (the "Goods") the Owner has agreed to purchase in accordance with the terms and conditions of this Contract:

Item	Units and Limitations	Price per Unit ($0.00)
PD07GBT – 5/8" X ¾" METER WITH TESLA	EA	$145.20
PD10GBT – 1" METER WITH TESLA	EA	212.08
TDRIVE75 – AMR SOFTWARE INCLUDING LAPTOP, TRANSCEIVER, INSTALLATION/TRAINING, AND INTEGRATION WITH INCODE	LS	$27,123.52

Reoccurring Annual Fee (due on the anniversary of the date of Substantial Completion & paid to manufacturer)

Annual Software Maintenance Fee	ANNUAL	$3,000.00

ARTICLE 4 PAYMENT
§4.1 APPLICATION FOR PAYMENT
The Contractor's invoice will act as an Application for Payment.

§4.2 PAYMENT TERMS FOR WORK
Payment terms for Work completed are due 30 days from the date the Contractor's invoice is received.

§4.3 RETAINAGE
No retainage shall be withheld.

§4.4 ACCEPTANCE, DELIVERY, AND PAYMENT FOR GOODS
§4.4.1 Payment for Goods is due upon receipt and acceptance.

§4.4.2 Upon receiving possession of the Goods, the Owner shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Owner, in good faith, determines that all or a portion of the Goods are non-conforming, the Owner may return the Goods to the Contractor. The Owner must provide written notice to the Contractor of the reason for rejecting the Goods. The Contractor will have 30 days from the return of the Goods to remedy such defects under the terms of this Contract.

§4.4.3 In addition to any other right or remedy provided by law, if the Owner fails to pay for the Goods when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies as provided by Section 14. 1.

§4.4.4 Time is of the essence in the performance of this Contract. The Contractor will arrange for delivery, by carrier chosen by the Contractor according to the following schedule:

Quantity	Description	Delivery Date
2000	PD07GBT – 5/8" X ¾" METER WITH TESLA	4/17/2017
2300	PD07GBT – 5/8" X ¾" METER WITH TESLA	5/17/2017
80	PD10GBT – 1" METER WITH TESLA	4/24/2017
1	TDRIVE75 – LAPTOP, TRANSCEIVER, SOFTWARE	4/24/2017

*** The above schedule of Delivery will adjust to match the installation production rate***

§4.4.5 The Owner agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

§4.5 INTEREST ON OVERDUE PAYMENT
(Reference: Texas Prompt Pay Act Subchapter B. Sec. 2251.025 *Interest on Overdue Payment*)
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

§4.6 ATTORNEY FEES
In a formal administrative or judicial action to collect an invoice payment or interest due, the opposing party, which may be the governmental entity or the vendor, shall pay the reasonable attorney fees of the prevailing party.

§4.7 SUBSTANTIAL COMPLETION
§4.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work and Goods for their intended uses. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

§4.7.2 When the Work or designated portion thereof is substantially complete, the Contractor shall prepare a Certificate of Substantial Completion. The Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute the Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the beginning of the warranty period.

§4.8 FINAL PAYMENT
§4.8.1 On receipt of final invoice, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a Final Payment.

§4.8.2 Acceptance of Final Payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 5 INSURANCE
§5.1 COVERAGES
The Contractor and any subcontractors not covered under the Contractor's insurance policy shall provide Contractor's / Subcontractor's general liability and other Insurance as follows:

Type of Insurance	Limit of Liability ($0.00)
General Commercial Liability Per Occurrence	$1,000,000.00
General Commercial Liability Per Aggregate	$2,000,000.00

§5.2 PROPERTY INSURANCE
The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

§5.3 ADDITIONAL INSURED
Owner will be listed as additional insured on insurance policies designated in Article 5.1.

§ 5.4 CERTIFICATES

Contractor must provide certificates of insurance confirming coverage as provided by section 5.1 to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 30 days before the date of expiration of any required coverage. Failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement.

ARTICLE 6 OWNER

§6.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§6.1.1 The Owner shall furnish a list of all meters to be replaced ten (10) working days prior to the Date of Commencement. If the Owner fails to provide a list of all meters to be replaced by the Date of Commencement listed in Article 2, the Date of Commencement will be adjusted to ten days after confirmed receipt of the list of all meters to be replaced by the Contractor.

§6.1.2 The Owner shall furnish a list of inactive accounts at the time of construction.

§6.1.3 The Owner shall provide reasonable assistance in locating meters as required.

§6.1.4 The Owner shall provide guidance and support in either the repair or replacement of sidewalks, curb stops, and roadways if same is included in the scope of Work as described in the Contract Documents.

§6.1.5 The Owner shall provide adequate personnel to shut off or assist in the shutting off water to large meters.

§6.1.6 The Owner shall provide all required notification and/or advertisement of project to Utility water customers through water bills or other means.

§6.1.7 The Owner shall manually read water meters through the Substantial Completion date of this project for verification of meter function and installation inspection purposes.

§6.1.8 The Owner shall identify any Work that will take place outside of utility easements at the time of construction.

§6.1.9 The Owner shall communicate with its billing service provider and grant the Contractor access to data necessary for integration. The Contractor shall pay any fees associated with data integration that the Owner's billing service provider imposes.

§6.1.10 The Owner shall be responsible for water line repairs farther than 36" away from the meter and may convey the responsibility to make repairs resulting from substandard water lines to the property owner. Nothing in this paragraph shall be construed as creating a right on behalf of any third party to require Owner to make any water line repairs.

§6.2 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§6.3 COSTS INCURED

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 7 CONTRACTOR

§7.1 SUPERVISION AND CONSTRUCTION PROCEDURES

§7.1.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§7.1.2 Typical replacement procedures will be as follows:

- Identify and confirm meter number that will be replaced
- Notify customer of task that will be performed and estimated time of service interruption
- Clean out meter box, removing all dirt to expose meter connections
- If backwash exists, pump out water to prevent debris from entering meter or customer's service line
- Remove water meter and old washers
- Flush service valve
- Install new meter and washers
- Open faucet at the nearest point to meter to flush out air
- Open service valve fully
- Inspect for any signs of leaks
- Record applicable data electronically including GPS coordinates
- Clean work area

§7.1.3 The Owner will inspect all meter installations. Inspection and acceptance of contractual compliance will be accomplished by a representative of the Owner.

§7.2 LABOR AND MATERIALS

§7.2.1 Unless otherwise provided in the Contract Documents, the Contractor will furnish all necessary supervision, labor, vehicles, tools and equipment necessary for meter installation. The Owner will supply repair parts as required for the meter installations. All meter boxes and valves will be supplied by the Owner.

§7.2.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§7.2.3 Field crews and supervisors shall wear identifying clothing items such as safety vests. All vehicles shall be equipped with the Contractor's logo.

§7.3 WARRANTY

Contractor will provide to Owner Contractor's standard manufacturer material warranties as attached hereto and incorporated herein as **Exhibit B** on the new water meters and AMR/AMI system installed under this Agreement from the time of the Owner's acceptance of the Work. These warranties cover any failure of parts, components, and installation techniques used to install the new water meters and AMR system. The manufacturer will warrant the new meters and AMR/AMI system but Contractor will provide the labor to repair or replace any defective device. A water pipe problem within 36", either side of the meter, is covered by this warranty. Any problem that is further than 36" from the meter is the responsibility of the Owner. The Owner will provide a detailed written account of work it considers defective including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered defective within seven days from the date of receipt of written notice or warranty will be waived regarding that incident. The Contractor shall not be liable for any failures which result solely from improper operation or maintenance on the Owner's part or which are due solely to normal wear and tear. Any vandalism or abuse of a meter or AMR/AMI system will void the warranty of that particular device. After the two-month warranty period has expired, standard equipment manufacturer material warranty will apply and all repair labor will be provided by the Owner.

§7.4 PERMITS, FEES AND NOTICES

The Contractor shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§7.5 CLEANING UP
The Contractor shall clean the Work area upon completion of a meter replacement, remove any debris and trash related to the Work, and restore the Work area to substantially the same condition that it was in prior to Contract's performance of the Work. If grass, asphalt or concrete needs to be repaired, the Contractor shall notify appropriate personnel. The cost of any such repair shall be borne by the Contractor if the need for such repair was created by actions of the Contractor. Otherwise, the Owner will be responsible for such repairs.

§7.6 ACCOUNT DATA
At the end of each work day, the Contractor will supply, via email, an electronic report of meters installed for informational purposes only. At the end of each completed route, the Contractor will supply a functional electronic report of all meters installed that can be used to read the route.

ARTICLE 8 ADMINISTRATION
§8.1 ADMINISTRATOR
The Owner will provide administration of the Contract as described in the Contract Documents.

§8.2 INSPECTION
The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§8.3 PERFORMANCE OF THE WORK
The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Parties understand and agree that Contractor at all times will be acting and performing as an independent contractor and not as an agent or employee of Owner.

§8.4 REJECTION OF THE WORK
The Owner has authority to reject Work that does not conform to the Contract Documents. The Owner will provide a detailed written account of work it considers not to conform to the Contract Documents including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered not to conform to the Contract Documents within seven days of receipt of written notice, or the Owner shall be deemed to have waived its right to reject Work regarding that non-conformance.

§8.5 INTERPRETATION OF PERFORMANCE
The Owner will promptly interpret and decide matters concerning performance under, and requirement of, the Contract Documents on written request from the Contractor.

§8.6 INTERPRETATION BY INTENT
Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

ARTICLE 9 CHANGES IN THE WORK
§9.1 CHANGE ORDERS
The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. Any additions, deletions or other revisions shall be deemed part of the Contract Documents and shall require written documentation of both parties.

§9.2 UNKNOWN CONDITIONS
If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 10 TIME
§10.1 TIME LIMITS
Time limits stated in the Contract Documents are of the essence of the Contract.

§10.2 DELAYS
If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment by Owner at Contractor's request. Such equitable adjustment by Owner shall not be effective unless and until approved in writing by Owner, and such written approval shall not be unreasonably withheld.

§10.3 HOURS OF OPERATION
Work may be conducted Monday through Saturday between the hours of 8 AM and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday. There are some commercial establishments that the Contractor will have to work around certain business hours of operation in order to shut off the water. The Contractor will be responsible for contacting the property owner to schedule meter replacement and advise about any service interruption. The Owner will assist the Contractor in contacting the property owner if requested and will determine the course of action if the property owner is not able to schedule an appropriate time for meter replacement.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall make reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Any water pipe problem that is further than 36" from the meter is the responsibility of the Owner unless determined and agreed by the Parties to be attributable to intentional or negligent action of the Contractor by its agents or employees.

ARTICLE 12 CORRECTION OF WORK
§12.1 CORRECTION OF REJECTED WORK
The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§12.2 CORRECTION OF NON CONFORMING WORK
In addition to the Contractor's other obligations, including the Contractor's standard manufacturer material warranties, as attached hereto and incorporated herein as **Exhibit B** and all applicable warranties under the Contract, the Contractor shall, for a period of two months after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§13.1 ASSIGNMENT OF CONTRACT
Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other.

§13.2 GOVERNING LAW
The Contract shall be governed by the law of the State of Oklahoma and the ordinances of the City of Glenpool, OK, regardless of choice of law provisions. The exclusive forum for resolution of any dispute regarding this Agreement shall be in the state or federal courts having jurisdiction in Tulsa County, OK.

ARTICLE 14 TERMINATION OF THE CONTRACT
§14.1 TERMINATION BY THE CONTRACTOR
If the Owner fails to make payment as provided in Section 4.4 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE
§14.2.1 The Owner may terminate the Contract if the Contractor

1. Intentionally or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction after receipt of written notice describing the infraction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor without cost to the Owner, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§14.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with a reasonable overhead and profit on the Work not executed, subject to Owner's review and approval, which shall not be unreasonably withheld.

ARTICLE 15 OTHER TERMS CONDITIONS
§15.1 LIMITATION OF LIABILITY
Contractor agrees to indemnify and hold harmless Owner, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to the Work performed pursuant to the Contract, and for the defense or settlement thereof, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys' fees, and other costs of defense or of settlement, attempted settlement or alternative dispute resolution provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§15.2 NO THIRD PARTY BENEFICIARIES
This Agreement is not intended to and does not create rights or remedies in favor of any third parties.

§15.3 SEVERABILITY
If any part of the Contract Documents is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Contract Documents shall be construed as if that portion held unenforceable were not part of the Contract Documents, and effect shall be given to the remainder of the Contract Documents to the extent possible without internal contradictions created by such severance.

§15.4 AUTHORITY TO ENTER INTO AGREEMENT
Contractor expressly warrants that the person signing this Agreement on behalf of Contractor is fully authorized and legally competent to execute this Agreement on Contractor's behalf.

Owner expressly warrants that the person signing this Agreement on behalf of Owner is fully authorized and legally competent to execute this Agreement on Owner's behalf.

§15.5 THE INTERLOCAL PURCHASING SYSTEM INTERLOCAL PARTICIPATION AGREEMENT
For purposes of compliance with the terms and conditions of the Oklahoma Interlocal Cooperation Act, at Title 74 §§ 1001, *et seq.* of the Oklahoma Statutes (the "Oklahoma Act") and with the terms and conditions of the Texas Interlocal Cooperation Act, at Title 7 §§ 791, *et seq.*, of the Texas Government Code (the "Texas Act"), the Parties to this Agreement represent that they are members of The Interlocal Purchasing System ("TIPS") with Region 8 Education Service Center, Pittsburg, Texas, and have taken all actions and adopted all measures required by either of the Oklahoma Act or the Texas Act in order to perform the functions and obtain the benefits of either Act and membership in TIPS. The Parties further agree that taking such actions and adopting such measures are conditions precedent for this Agreement to take effect or enter into force.

This Agreement entered into as of the day and year first written above.

FOR THE CITY OF GLENPOOL/
GLENPOOL UTILITY SERVICE AUTHORITY

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Timothy Lee Fox, Mayor of the City of Glenpool and Chair, Board of Trustees, Glenpool Utility Service Authority	Lee Gregory, Managing Member
(Printed name, title and address)	*(Printed name, title and address)*
12205 S. Yukon Avenue Glenpool, OK 74033	2912 S Access Rd Longview, TX 75602

EXHIBIT A

TIPS
The Interlocal Purchasing System

INTERLOCAL PARTICIPATION AGREEMENT
OKLAHOMA
Region 8 Education Service Center
Pittsburg, TX 75686

CITY OF GLENPOOL and

GLENPOOL UTILITY SERVICE AUTHORITY CD #: OK-991-565
Public Agency and Number (To be assigned by TIPS)

State of Oklahoma §
§
County of TULSA §

Region 8 Education Service Center
State of Texas §
§
County of Camp §

This Interlocal Participation Agreement (the "Agreement") is entered into by and between the undersigned political subdivision and public trust of the State of Oklahoma (together, the "Cooperative Member" or "Public Agency"), pursuant to the Oklahoma Interlocal Cooperation Act (the "OICA"), OKLA. STAT. ANN. tit. 74, §§ 1001, *et seq.*, and the Region 8 Education Service Center ("ESC 8"), a political subdivision of the State of Texas, pursuant to the Texas Interlocal Cooperation Act (the "TICA"), TEX. GOV'T CODE §§ 791.001 *et seq.*

WITNESSETH:

WHEREAS, ESC8 operates an interlocal purchasing department known as The Interlocal Purchasing System (TIPS); and

WHEREAS, Cooperative Members are authorized by OICA and TICA to contract or agree with one another and public agencies of other states to exercise and enjoy powers privileges and authority that each party to the Agreement is authorized to perform individually, such as the purchase of goods and services; and

WHEREAS, this Agreement was presented and considered at a lawfully called meeting of the Cooperative Member's governing bodies; and

WHEREAS, the Cooperative Member has determined that it is in its best interest to enter into the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the undersigned Cooperative Member and ESC 8 hereby promise and agree as follows:

TERMS AND CONDITIONS

1. ESC 8 and TIPS. ESC 8 is located in Pittsburg, Camp County, Texas. ESC 8 is governed by a board of directors composed of seven members and employs an executive director who serves as the chief executive officer of the service center. The executive director employs personnel as necessary to carry out the functions of the service center. TEX. EDUC. CODE § 8.003. The Interlocal Purchasing System ("TIPS"), a purchasing cooperative operated by ESC 8, is one branch of the service center that assists public agencies in Texas, and other states to receive the best possible pricing on products and services by competitively procuring according to Texas law various products for public agencies in Texas and other States.

2. Statutory Authority. The Oklahoma Interlocal Cooperation Act ("OICA") governs the power of public agencies, to include political subdivisions and public trusts in Oklahoma, to cooperate or contract with other governmental units. *See* OKLA. ST. ANN. tit. 74 §1001, *et seq.* OICA specifically permits local

governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, and political subdivisions of another state. OKLA. ST. ANN. tit. 74 §§1001, 1003.

Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE § 8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to contract with one another and with public agencies of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq.*

The Organization of Rural Oklahoma Schools (OROS) has determined that participation in TIPS satisfies all purchasing requirements of Oklahoma public agencies. This Agreement between the undersigned Oklahoma Public Agency and ESC 8 provides the legal process for participation in TIPS.

3. Governance of TIPS. TIPS employs an administrator who will represent both ESC 8 and cooperative members in the governance and joint administration of TIPS.

4. Term of Agreement; Termination. This Agreement is effective as of the TIPS Membership Activation Date written on page 5, for an initial term of one (1) year from the activation date. The Agreement shall be automatically renewed for successive calendar years unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the term. This Agreement may be terminated immediately, for convenience, and without cause by either party upon sixty (60) days prior written notice. The Agreement may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

5. Services Performed. ESC 8, by this Agreement, agrees to provide cooperative purchasing services to the above-named Public Agency through TIPS, its administrative entity. TIPS's purpose is to obtain substantial savings for participating public agencies through volume purchasing.

6. Financing of the Agreement. The cooperative undertaking in this Agreement shall be financed by requiring vendors to pay up to a 2% commission based upon the total volume of goods sold and provided by said participating vendor. No costs shall be incurred by Cooperative Members.

7. Property Held Jointly. No property shall be held jointly between the parties of this agreement and thus no disposal provisions are required.

8. Role of TIPS.

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Initiate and implement activities related to the competitive procurement process according to Texas law and vendor selection process.
4. Provide members with procedures for ordering, delivery, and billing.

9. Role of the Cooperative Member.

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Cooperative Member.
4. Prepare purchase orders or contracts issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.
7. Send copies of purchase orders or contracts to TIPS for the record.

10. **General Provisions.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue for any disputes arising from the Agreement shall be in the county in which the administrative offices of ESC 8 are located, which is Camp County, Texas. Notwithstanding the foregoing governing law of Texas, nothing herein shall allow the Cooperative Member or its participation in the Cooperative's purchasing program (known as TIPS) to avoid compliance with or to violate any law of the State of Oklahoma.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation, with each party bearing their own costs and fees.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Oklahoma Public Agency Purchasing Contacts:

Primary Contact:	ROGER KOLMAN	Secondary Contact:	JULIE CASTEEN
Title:	CITY MANAGER	Title:	FINANCE DIRECTOR
Mailing Address:	CITY OF GLENPOOL 12205 S. YUKON AVENUE	Mailing Address:	CITY OF GLENPOOL 12205 S. YUKON AVENUE
Telephone:	(918) 209-4645	Telephone:	(918) 209-4628
Fax Number:	(918) 209-4641	Fax Number:	(918) 209-4626
e-mail address:	rkolman@cityofglenpool.com	e-mail address:	jcasteen@cityofglenpool.com

APPROVAL PROCESS:

Upon receipt of the Interlocal Agreement and the Public Agency governing bodies' Resolution to TIPS the following processes will be followed as conditions precedent for the Interlocal Agreement to be effective:

-Public Agency Membership Application will be logged in at TIPS Office
-Region 8 ESC Authorizing Signature will be obtained.
-Public Agency will submit documents to Oklahoma Attorney General for approval in accordance with § 1004F. of OICA.
-Public Agency will file documents with the County Clerk's Office.
-Public Agency will file documents with Oklahoma Secretary of State.
-Public Agency will fax, email or mail a copy of documents to TIPS after all signatures and filings have been completed.
-TIPS will Authorize Membership Activation and mail Vendor Directory and Welcome Packet to Public Agency.

If any additional information is needed, please contact TIPS at **(866) 839-8477**.

AUTHORIZATION

This Agreement was approved by the governing bodies of the respective parties at meetings that were posted and held in accordance with applicable Open Meetings laws. In addition, these documents will be approved by the Oklahoma Attorney General's Office; filed at the Tulsa County County Clerk's Office and filed with the Oklahoma Secretary of State. Upon completion of all these actions, this Public Agency will be a TIPS Member.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

APPROVAL SIGNATURES:
(Blue Ink Required)

PUBLIC AGENCY NAME and NUMBER:
CITY OF GLENPOOL and GLENPOOL UTILITY SERVICE AUTHORITY (acting jointly)

By: Timothy Lee Fox

Printed Name: Timothy Lee Fox

Title: Mayor of City/Chairman, Board of Trustees Of Authority

Date: February 6, 2017

REGION 8 EDUCATION SERVICE CENTER

By: David Wayne Fitts

Authorized Signature

Executive Director

Date: Feb 8, 2017

OKLAHOMA ATTORNEY GENERAL APPROVAL

__X__ As provided by § 1004F. of the Oklahoma Act, the City Clerk has submitted this fully executed Interlocal Participation Agreement to the Oklahoma Attorney General who shall determine whether the Agreement is in proper form and compatible with the laws of the State of Oklahoma.
The Attorney General shall approve the Agreement as submitted unless the Attorney General finds that it does not meet the conditions set forth in the Act and details in writing, addressed to the City of Glenpool City Council, the specific respects in which the Agreement fails to meet the requirements of law.
Failure to disapprove the Agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof.

_____ Approved upon expiration of sixty (60) days without disapproval.

- OR -

Letter of Approval is attached to this document and dated _____.

Date Submitted: February 24, 2017.

_____ **Filed with County Clerk's Office** (Seal if required)

By: _____

_____
Printed Name

_____
Title

Filing Date: _____

_____ **Filed with Oklahoma Secretary of State** (Seal if required)

By: _____

_____
Printed Name

_____
Title

Filing Date: _____

TIPS MEMBERSHIP ACTIVATION DATE: February 8, 2017

Tesla 4 TR Component Warranty (T4)

Scope of Warranty
This warranty applies exclusively to RG3 Meter Company Tesla TR 4 Registers ("product") purchased and manufactured after January 1, 2014 and (1) used in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either RG3 Meter Company or an RG3 Meter Company authorized Distributor.

Materials and Workmanship
If used and installed as described above, RG3 Meter Company guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 years after shipment by RG3 Meter Company, and at a prorated percentage of the current list prices in effect for the year product is accepted by RG3, according to the schedule below:

Year of Failure Replacement Cost

Years	Replacement Cost
1-12	Full Replacement
13-14	40%
15-16	45%
17-18	50%
19	55%
20	60%
21	65%
22	70%
23	75%
24*	80%
25*	90%

***Year 24 and 25 not valid for registers used in an AMI or hybrid system**

Claims
Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company, per the pro-rated schedule provided above. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

T4-W000111515

Tesla 4 TR Component Warranty (T4)

Limits of Liability
This warranty shall not apply to any Product repaired or altered by any party other than RG3 Meter Company. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with RG3 Meter Company's instructions. This warranty does not apply to product damaged by vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, used in a manner other than designed, misapplication, or other use not as described above or in the technical specifications, acts of God or other conditions beyond the control of RG3 Meter Company. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE. PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES. PRORATION PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY RG3 METER COMPANY UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, RG3 METER COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY RG3 METER COMPANY, DATA LOGGING EXCESSIVELY, OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE. RG3 METER COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. RG3 METER COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY RG3 METER COMPANY, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

As allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than one year after a party knew or should have known a Cause of Action first arose.

RG3 Meter Company

T4-W000111515

EXHIBIT B-2

Panasonic Toughbook 53

Specifications

Durability

- MIL-STD-810G certified (**3' drop, shock, vibration, dust, altitude, high/low temperature,temperature shock, humidity)**
- Spill-resistant keyboard
- Optional hard drive heater
- Magnesium alloy case with handle
- Shock-mounted flex-connect hard drive with quick-release
- Pre-installed replaceable screen film

Software

- Windows® 8 Pro 64-bit (with Windows® 7 downgrade option)
- AMRSS Route Software

CPU

- Intel® Core™ i5-3340M vPro™ Processor
  - 2.7GHz with Turbo Boost up to 3.4GHz
  - Intel Smart Cache 3MB

Storage & Memory

- 4GB or 8GB SDRAM (DDR3L-1333MHz)
- Shock-mounted flex-connect hard drive with quick-release
  - 500GB 7200rpm
  - Optional hard drive heater
  - Optional 128GB, 256GB and 512GB reinforced flex-connect SSD with heaters

Display

- 14.0" High Definition (720p) LED 1366 x 768
- Optional touchscreen
  - Panasonic CircuLumin™ technology
  (2-850 nit, AR and AG screen treatments, circular polarizer)
- Anti-reflective and anti-glare screen treatments
- Video controller: Intel® QM77
  - max. 1416MB shared VRAM with 32-bit
- External video support up to 1920 x 1200 at 16.7 million colors
- Concealed mode (configurable)

Audio

- Intel® high-definition audio compliant
- Integrated stereo speakers
- Keyboard volume and mute controls

Dimensions & Weight

- 11.1"(L) x 13.4"(W) x 1.8-2.2"(H)
- 5.6 lbs. , 5.8 lbs. , 6.5 lbs.

Warranty

- 3-year limited warranty, parts and labor

Keyboard & Input

- Optional - Touchscreen with integrated stylus holder
- 87-key with dedicated Windows® key
- Oversized electrostatic touch-pad with multi touch support
- Optional back-lit emissive keyboard

Multimedia Bay

- DVD Super MULTI Drive

Expansion Slots

- PC card type II x 1
- SD card (SDXC)
- ExpressCard/54 x 1

RG3 Meter Company
2912 S. Access Rd.
Longview TX , 75602
Ph:903-753-3456 Fax:903-753-5678
www.rg3meter.com

Toughbook-U00072314

Panasonic Toughbook 53

Specifications

Interface
- Docking connector Dedicated 100-pin
- HDMI Type A
- VGA D-sub 15-pin
- Headphones/speaker Mini-jack stereo
- Microphone/line in Mini-jack stereo
- Serial D-sub 9-pin
- USB 3.0 (x 2), USB 2.0 (x 2) 4-pin
- Optional IEEE 1394a (FireWire)5,7 4-pin
- 10/100/1000 Ethernet RJ-45
- Optional 10/100 2nd LAN (Ethernet)5,7 RJ-45
- Optional 56K Modem5,7 RJ-11

Wireless
- Optional integrated 4G LTE multi carrier mobile broadband with Satellite GPS
- GPS (SiRFstarIII™)
- Intel® Centrino® Advanced-N 6235 802.11a/b/g/n
- Bluetooth® v4.0 + EDR (Class 1)
- Security
  - Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP
  - Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES
- Optional dual high-gain antenna pass-through
- Slide on/off switch

Power Supply
- Battery operation8
  - Elite model—11 hours (long life battery)
  - Lite model—8 hours (lightweight battery)
- Battery charging time: 2 hours
- Optional Long life Li-Ion battery pack (10.8V, typical 6750mAh, minimum 6300mAh)
- AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply

Power Management
- Suspend/Resume Function, Hibernation, Standby, ACPI BIOS

Security Features
- Password Security: Supervisor, User, Hard Disk Lock
- Kensington cable lock slot
- Trusted platform module (TPM) security chip v.1.2
- Computrace® theft protection agent in BIOS
- Intel® Anti-Theft Technology
- Optional fingerprint reader
- Optional insertable SmartCard reader
- Optional 13.56MHz contact-less SmartCard/RFID reader
  - ISO 15693 and 14443 A/B compliant

Integrated Options
- Optional 4G LTE multi carrier mobile broadband with satellite GPS
- 720P webcam and digital mic5
- Back-lit emissive keyboard
- 2nd LAN (10/100) or FireWire or RJ-11 Modem or Dual antenna pass-through5,7
- Insertable SmartCard reader
- Contact-less SmartCard/RFID reader5,10
- Fingerprint reader5,10
- Hard drive heater
- 128GB, 256GB and 512GB solid state drives (SSD) with heaters

Toughbook-U00072314

EXHIBIT B-1

Transceiver Warranty

Meter Company

Scope of Warranty
This warranty applies exclusively to RG3 Meter Company Transceivers ("product") purchased and manufactured after August 1, 2012 and (1) used in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either RG3 Meter Company or an RG3 Meter Company authorized Distributor.

Materials and Workmanship
If used and installed as described above, RG3 Meter Company guarantees product covered by this warranty to be free from defects in materials and workmanship for a period 18 months after shipment by RG3 Meter Company.

Claims
Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

Limits of Liability
This warranty shall not apply to any Product repaired or altered by any party other than RG3 Meter Company. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with RG3 Meter Company's instructions. This warranty does not apply to product damaged by vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, used in a manner other than designed, misapplication, or other use not as described above or in the technical specifications, acts of God or other conditions beyond the control of RG3 Meter Company. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

TeslaTrans-U00011215

Transceiver Warranty

Limits of Liability

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE. PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES.

THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, RG3 METER COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY RG3 METER COMPANY, DATA LOGGING EXCESSIVELY, OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE. RG3 METER COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. RG3 METER COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY RG3 METER COMPANY, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

As allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than 18 months after a party knew or should have known a Cause of Action first arose.

RG3 Meter Company

TeslaTrans-U00011215

Perpetual® Low Lead Meters

Positive Displacement Cold Water Meter Warranty

5/8" (DN 15mm), 3/4" (DN 20mm), 1" (DN 25mm)

Scope of Warranty
This warranty applies exclusively to RG3 Meter Company C700 Perpetual® water meters and direct read registers ("product") purchased and manufactured after August 1, 2012 and (1) used in potable water below 120° F in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from RG3 Meter Company or an authorized distributor.

Materials and Workmanship
If used and installed as described above, RG3 Meter Company guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 months after installation or 18 months after shipment by RG3 Meter Company, whichever occurs first.

Case Integrity
If used and installed as described above, RG3 Meter Company guarantees that the low lead bronze main cases of C700 Perpetual® meters will retain their structural integrity for a period of 25 years from date of RG3 Meter Company's shipment.

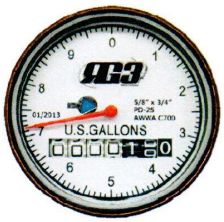
Register Functionality
If used and installed as described above, RG3 Meter Company guarantees that its direct read registers will function for 25 years from date of manufacture by RG3 Meter Company. AMR/AMI, encoder, and pulse register warranties are specified separately.

New Meter Accuracy
If used and installed as described above, RG3 Meter Company guarantees new C700 Positive Displacement Perpetual® meters covered by this warranty will meet or exceed the latest AWWA C700 New Meter Accuracy Standards until the first occurring event as specified below:

5/8" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;
¾" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;
1" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;

Repaired Meter Accuracy
If used and installed as described above, RG3 Meter Company further guarantees that repaired C700 Perpetual® meters covered by this guarantee will meet or exceed the latest AWWA C700 repaired meter accuracy standards until the first occurring event as specified below:

5/8" 15 years from date of RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;
¾" 15 years from date of RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;
1" 15 years from date of RG3 Meter Company shipment or registered usage of 3,250,000 U.S. gallons;



PD-U00072815

Perpetual® Low Lead Meters

Positive Displacement Cold Water Meter Warranty

5/8" (DN 15mm), 3/4" (DN 20mm), 1" (DN 25mm)

Extended Low Flow Accuracy

If used and installed as described above, RG3 Meter Company further guarantees that new C700 Perpetual® meters covered by this guarantee will meet or exceed the latest RG3 low flow accuracy standards until the first occurring event as specified below:

5/8" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallon;
¾" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallons;
1" 5 years from date of RG3 Meter Company shipment or registered usage of 1,100,000 U.S. gallons;

Claims

Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company, according to the pro-rated schedule provided above. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

Limits of Liability

This warranty does not apply to product damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, misapplication or other use not as described above, acts of God or other conditions beyond the control of RG3 Meter Company. If a product is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the product is returned to RG3 Meter Company. The guarantees as to accuracy shall be void if an examination of the customer's water supply shows an unusually adverse effect on product. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order, inconsistent with the terms of this warranty, are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

To the extent allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than one year after a party knew or should have known a Cause of Action first arose.

PD-U00072815

City of Glenpool, OK

12205 S. Yukon Ave.

Glenpool, OK 74033

RG3 Meter Company

RG3 AMR Water Meter System Pricing Proposal

Product No.	Item	QTY	UNIT	UNIT PRICE	TOTAL PRICE	Installation Cost per unit	Installation Total
PD07GBHECO	5/8" x 3/4" meter with Tomahawk/Ecopoint	4,300	EA	$145.20	$624,360.00	$31.00	$133,300.00
PD10GBHECO	1" meter with Tomahawk/Ecopoint	80	EA	$212.08	$16,966.40	$31.00	$2,480.00
PD15GBHECO	1 1/2" Meter with Tomahawk/Ecopoint	0	EA	$497.20	$0.00	$400.00	$0.00
PD20GBHECO	2" Meter with Tomahawk/Ecopoint	0	EA	$642.40	$0.00	$400.00	$0.00
THECO	Tomahawk/Ecopoint Endpoint	0	EA	$110.00	$0.00	$20.00	$0.00
CM20THECO	2" Compound Meter with Tomahawk/Ecopoint	0	EA	$1,130.80	$0.00	$400.00	$0.00
CM30THECO	3" Compound Meter with Tomahawk/Ecopoint	0	EA	$1,416.80	$0.00	$650.00	$0.00
CM40THECO	4" Compound Meter with Tomahawk/Ecopoint	0	EA	$1,644.72	$0.00	$800.00	$0.00
CM60THECO	6" Compound Meter with Tomahawk/Ecopoint	0	EA	$2,208.80	$0.00	$1,500.00	$0.00
	SubTotal				$641,326.40		
TDRIVE75	AMR Software including Laptop, Transciever, Software, Installation/Training, and Integration with Incode	1	LS	$27,123.52	$27,123.52		
	SubTotal				$27,123.52		
				TOTAL	$668,449.92		$135,780.00
				Total Proposal	$804,229.92		

Sooner Meter
SALES & SERVICE, INC.

February 8, 2017

City of Glenpool RFP response

Contents

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III. Pricing for installation of water meters: 4
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I. General Company Description Summary:

Sooner Meter Sales and Service is a world class utility service organization that has been providing meter installation, meter testing and meter sales to Municipalities and Electric Cooperatives and for over 20 years. The company is based in Duncan, Oklahoma and Spicewood, Texas and has 33 employees across 6 states throughout the southern region. In addition, Sooner Meter installs an average of 225K electric and water meters annually and inspects and tests approximately 4-6K commercial electric meters through its field service division. We average 20-25 projects a year.

II. Management and Organization

Jeff DeVries CEO

Is a seasoned executive professional with more than 20 years of experience in the electric, water, & gas utility industry with a relentless pursuit for the highest quality of service to the customers. He has a proven track record working with multi utility customer like Colorado Springs, Water One, Xcel Energy, Austin Energy, and Puget Sound Energy. Plus, he has worked hand in hand with City of Oxford, Hamilton County Electric Cooperative, Austin Energy, Oncor, and AEP Texas.

Glen Brakner COO

Glen is responsible for customer delivery, deployment services and operations of the Sooner Meter products and services. He has over 15 years of Metering and AMI deployment experience. He has directly managed deployment operation of over 1.5M meter, along with the deployment with Kansas City Power & Light, Westar Energies, Kansas Gas Services and Water One. Glen has a proven track record and has worked hand in hand with the numerous RECs, IOUs and Municipalities including City of Monette, City of Imboden, Northwestern Electric Cooperative, Wood County Electric Cooperative, Austin Energy, Oncor, and AEP Texas deployments. He has a keen focus on operational execution and keeps safety as a core business principle.

Terry Riggle SVP of Sales

Terry is the founder of Sooner Meter Sales and Service. Terry brings 20 years of experience in sales and operation in utility and metering services. Terry has consistently been the regional leader in meter installations and services. He has worked both large and small multi utilities to include City of Buda in Texas, City of Kingman in Kansas, CenterPoint Energy in Houston, and DEMCO in Baton Rouge. He has a keen focus on maintaining the highest level of customer services as core business principle.

III. Pricing for installation of water meters:

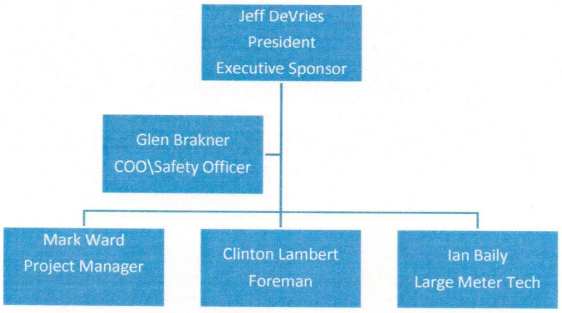
Water Meter Installations Pricing			
Model/Capacity	Qty	Price	Total price
3/4 InchX 5/8 Inch	4400	$ 36.63	$161,172.00
1 Inch	80	$ 36.63	$2,930.40
2 Inch	30	$ 221.00	$6,630.00
Box and Lid Replacement	TBD	$ 45.00	$0.00
Special Job Hourly Rate	$92.50		
Totals			$170,732.40

IV. Pricing Assumptions Water Installations:

1. Zenner\City of Glenpool will provide initialization handhelds if required for installation.
2. Sooner Meter will make repairs within the scope of conducting the meter exchange. In the event the break occurs outside of the meter exchange envelop we will turn over repairs to the City of Glenpool.
3. Assume City of Glenpool will conduct the customer mailing and provides door hangers if required
4. Assume City of Glenpool provides all material for water meter installs to include gaskets, additional bolts for larger meters, and any water proof connectors for antennas.
5. Sooner Meter will provide the work order system and integrations to City of Glenpool CIS system.
6. All lid cutting is included in the price model.
7. Water Module installation is included in the above pricing.
8. Sooner Meter will assume responsibility for oversight of inventory and material management.
9. Sooner Meter intends to use a Vac trailer for pit clean out and repair activities where applicable. Pit clean out is included in the pricing unless an event occurs that is out of scope of the normal meter change out process.
10. Special job hours are charged when there is any plumbing performed that is out of the scope of a standard meter change out. For example: Galvanized line breaks, improper plumbing that has to fixed prior to or after the installation is or can be performed. Also, special job hours are charged when a meter box takes longer than 20 minutes to dig or replace due to rocks, debris, tree roots or other obstructions that have to be moved in order to facilitate the meter change out.
11. Assume no performance or bid bound is required.

12. Concreate removal and repair will be conducted under a time and material arrangement at the special hourly rate.
13. Meter Storage is provided by the City of Glenpool
14. Lid replacement is included in the meter change out price as long as the lid exchange can be done at the same time.

VI. Organization Structure:



VII. Project Plan

We estimate that the project will take between 12-16 weeks depending on weather and other external factors. Sooner Meter will work with the City of Glenpool to refine the overall timeline and scale up or down to fit City of Glenpool overall business needs. Sooner Meter's work crew will include a team lead/supervisor. Our team lead/supervisor would be a seasoned individual who has run similar projects previously. Other team members will either be existing employees or on occasion we are able to find qualified individuals locally. Many times these local individuals are retired utility personnel. Regardless, all of our employees go through a background check, drug test, and extensive training process. We do 100% QA of installed meters for the first two weeks and 5% random QA samples weekly thereafter.

VIII. Project Schedule

Onsite kick off meeting milestone	TBD
Initial data exchange milestone	TBD
Data validation milestone	TBD
Work flow in field testing milestone	TBD
Production install start	TBD
Project close out	TBD

IX. Work order and Data Integration

1. **Features**
   a. SEDC, NISC, and many other CIS package integrations
   b. Wireless GPS
   c. Embedded image capture provides audit proof for Out Readings
   d. Meter Installs follow Meter Read scheduled routing per utility specifications
   e. Preload of old meter data ensures accurate change out
   f. Track work progress via internet 24/7
   g. Data returned to utility in most any desired format

2. **Validations**
   a. In field validation of every data entry ensures accurate information
   b. New meter numbers scanned in for accuracy and compared to preloaded list of available meters
   c. Meter reading dates preloaded to allow utility defined blackout period
   d. Meters cannot be changed out during blackout period
   e. Database post processing ensures data integrity and accurate billing
   f. Follow up reporting provided for meters not found in field, or inaccessible for change out after multiple efforts to access site

X. Sooner Meter Residential and Commercial Water Meter Installation Checklist

a. Pit Vac activities:
   a. Ensure residential water pit's are vacuumed to a depth of 10-14 inches below the existing water meter.
   b. Ensure commercial water pits are vacuumed to a depths of 16-20 inches below existing water meter.

b. Try and make Contact with consumer to notify them of water service interruption.

c. When applicable cut the antenna hole in the lid which is dependent of manufacture and type of device.

d. Ensure curb stop is in the off position

e. Inspect the vacuumed pit to ensure all debris is removed and all clean air and setback requirements are meet.

f. Take photo of exiting meter to include index.

g. Capture meter reading in work order tools.

h. Remove existing water meter and inspect both pipes to ensure they are clear and serviceable.

i. Replace gaskets and install new water meter.

j. Turn on curb stop ¼ turn and inspect for leaks.

k. Turn on curb stop to on position.

l. Flush line with outside faucet.[6]

l. Take photo of new meter

m. Capture new meter reading which typically is "0".

n. Install antenna in to lid and position lid back on pit.

o. Ensure work area is clean of old material.

XI. Safety Program Summary

1. Each employee wears PPE gear to include the following:

   Safety glasses

   Protective foot wear

   High Viz vest

2. Employee are issued appropriate contractor ID badge
3. Daily/Weekly tailgate meeting are conducted to review the safety guidelines and review any field incidents.
4. In the event a meter exchange results in a unsafe meter can condition our employees will follow the local utility procedures and` wait onsite until a utility personal arrives.

XII. References

City of Monette

Attn: Jerry Lamar
119 N Edmonds Ave,
Monette, AR 72447
PH (870) 930-6993
monettesewer@gmail.com

City of Imboden

Attn: Nick Bagwell
308 S Hendrix
Imboden, AR, 72434
Ph (870) 679-0481

4-County Electric Power Association
Attn: Bob Edwards
P.O. Box 351
Columbus, MS 39703-0351

Delta Electric Power Association
Attn: Harold Pittman
P.O. Box 935
Greenwood, MS
38935 Ph
#(662)453-3037

Natchez Trace EPA
Attn: James Pettit
P.O. Box 609
Houston, MS
38851 Ph
#(662)456-3037

NEOEC
Attn: Brad Myers
P.O. Box 948
Vinita, OK
74301 Ph
#(918)256-
9319

North Central EPA
Attn: Mark Nichols
P.O. Box 405
Byhalia, MS
38611 Ph #(901-
606-3737)

Sequachee Valley Electric Coop
Attn: Danny Kerkendoll
512 Cedar Ave.
South Pittsburg, TN
37380 Ph #(423)718-
9744

Southeastern Electric Coop
Attn: John Pollard
P.O. Box 388
Marion, SD 57043-0388
Ph #(605-940-2185)

Southern Pine Electric Power Association
Attn: Jim Jordan
P.O. Box 60 Taylorsville, MS
39168 Ph #(601)214-0271

City of Glenpool & Glenpool Utility Services Authority
Bid Tabulation
AMR Water Meter Replacement Project Jan. 6, 2017

BIDDER	Base Bid Item 5/8" x 3/4" Meter with Register		Base Bid Item 5/8" x 3/4" Register Only		Base Bid Item 1" Meter with Register		Base Bid Item 1" Register Only		Base Bid Item 1 1/2" Meter with Register		Base Bid Item 1 1/2" Register Only		Base Bid Item 2" Meter with Register		Base Bid Item 2" Register Only	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Oklahoma Contractors Supply,LLC	$ 156.97	$ 502,304.00	$ 156.97	$ 172,667.00	$ 220.00	$ 11,000.00	$ 220.00	$ 6,600.00	$ 450.00	$ 4,500.00	$ 450.00	$ 15,750.00	$ 575.00	$ 37,375.00	$ 575.00	$ 17,250.00
Ferguson Water Works	$ 145.00	$ 464,000.00	$ 145.00	$ 159,500.00	$ 240.00	$ 12,000.00	$ 240.00	$ 7,200.00	$ 410.00	$ 4,100.00	$ 410.00	$ 14,350.00	$ 450.00	$ 29,250.00	$ 450.00	$ 13,500.00
RG3 Meter Company	$ 145.20	$ 464,640.00	$ 110.00	$ 121,000.00	$ 212.08	$ 10,604.00	$ 110.00	$ 3,300.00	$ 497.20	$ 4,972.00	$ 110.00	$ 3,850.00	$ 642.40	$ 41,756.00	$ 110.00	$ 3,300.00
Fortiline, INC.	$ 131.75	$ 424,568.00	$ 117.82	$ 129,602.00	$ 196.24	$ 9,812.00	$ 123.56	$ 3,706.80	$ 383.99	$ 3,839.90	$ 383.99	$ 13,439.65	$ 475.83	$ 30,928.95	$ 475.83	$ 14,274.90
HD Supply Water Works	$ 181.50	$ 580,800.00	$ 156.00	$ 171,600.00	$ 282.35	$ 14,117.50	$ 156.00	$ 4,680.00	$ 516.25	$ 5,162.50	$ 156.00	$ 5,460.00	$ 553.00	$ 35,945.00	$ 156.00	$ 4,680.00

BIDDER	Base Bid Item Computer Software Integration Hardware & Training	Base Bid Item Total Base Bid
	Lump Sum Price	
Oklahoma Contractors Supply,LLC	$ 18,000.00	$ 785,446.00
Ferguson Water Works	$ 6,100.00	$ 710,000.00
RG3 Meter Company	$ 27,123.52	$ 680,545.52
Fortiline, INC.	$ 49,295.93	$ 679,468.13
HD Supply Water Works	$ 21,900.00	$ 844,345.00

Fixed Pricing For Compound Meters With Registers			
2" Meter	3" Meter	4" Meter	6" Meter
Unit Price	Unit Price	Unit Price	Unit Price
$ 1,950.00	$ 2,200.00	$ 3,306.00	$ 4,600.00
$ 550.00	$ 2,350.00	$ 2,700.00	$ 4,600.00
$ 1,130.00	$ 1,416.80	$ 1,644.72	$ 2,208.80
$ 1,547.38	$ 2,023.33	$ 2,568.53	$ 4,474.91
$ 1,352.00	$ 1,970.00	$ 2,541.00	$ 3,960.00

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF WATERLINE EXTENSION SERVING 'SUNOCO BUTANE BLENDING FACILITY'

DATE: FEBRUARY 27, 2017

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public waterline improvements constructed to serve the SUNOCO butane blending facility located at 12905 South U.S. Highway 75 West. The waterline in question was constructed to serve this project by tapping to an existing 12" ID City of Glenpool main feeder line located along the west side of US Highway 75 and extending east under the highway into the subject property per the attached plan sheet. The waterline improvements were permitted for construction by the Oklahoma Department of Environmental Quality (ODEQ) and were inspected by City staff during construction for compliance with the approved construction plans and City design and construction standards. It should be noted that the subject waterline improvements were constructed within a publically dedicated General Utility Easement created by the subdivision plat associated with the project. The attached Maintenance Bond covers all facilities constructed as a portion of the waterline extension for the required one-year period and for 100% of the actual construction cost.

Staff Recommendation:

Staff recommends that the Board approve and accept for ownership the subject waterline extension as illustrated along with the corresponding one-year Maintenance Bond.

Attachment:

A. SUNOCO Letter of Request
B. 'As-Built" Waterline Construction Plans
C. Maintenance Bond

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com

Sunoco Logistics

Sunoco Partners Marketing & Terminals L.P.
3807 West Chester Pike
New Town Square, PA 19073

February 19, 2017

City of Glenpool City Council
12205 S. Yukon Ave
Glenpool, Ok. 74033
Attn: Lynn Burrow - Community Development Director

Dear Mr. Borrow,

Construction of the waterline improvements at the new Sunoco Partners Marketing & Terminals L.P. facility at the address 12905 S Highway 75, Jenks, OK 74037-9400, located in the City of Glenpool, Tulsa County, Oklahoma have been completed The Glenpool Fire Department has completed the hydrant testing, and we have provided the required one year Maintenance Bond for the improvements.

Attached is a copy of the as-built drawing of the water line improvements. Sunoco Partners Marketing & Terminals L.P. requests that the City of Glenpool, Oklahoma City Council accepts the waterline improvements and the corresponding As-Built drawing. We further request that the City of Glenpool accept and take ownership of the waterline improvements.

If you have any questions or need further information, please contact me at srritchey@sunocologistics.com or at 215-266-1516. Thank you for your assistance.

Best regards,

Scott R. Ritchey - PMP
Project Manager
Sunoco Partners Marketing & Terminals L.P.

Enclosure.

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

MAINTENANCE BOND

Bond Number: 019054201

KNOW ALL MEN BY THESE PRESENTS, that we

SUNOCO PARTNERS MARKETING & TERMINALS L.P.
One Fluor Daniel Drive, Sugar Land, TX 77478 , as principal (the "Principal"),

and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF GLENPOOL
140 W. 141st Street, Glenpool, OK 74033 , as obligee (the "Obligee"),

in the penal sum of

Two Hundred Sixty Five Thousand Seven Hundred Fifty and 00/100 Dollars ($ 265,750.00),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a contract (the "Contract") with the Obligee for

Upkeep and Repair of the newly installed water service lines & hydrants located at 12905 Hwy 75 South, Jenks. OK 74037, during its first year of service

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of One year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.

2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.

3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 14th day of June, 20 16.

WITNESS / ATTEST:

SUNOCO PARTNERS MARKETING & TERMINALS L.P.
(Principal)

By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Patricia A. Rambo Attorney-in-Fact

LMIC-5300 Rev. 3/04

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6871125

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette M. Leuschner; Douglas R. Wheeler; Elizabeth Marrero; Jaquanda Long; Marina Tapia; Mary C. O'Leary; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

all of the city of Philadelphia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of February, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2016.

By: Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets

Cash and Bank Deposits	$753,038,641
*Bonds — U.S Government	1,547,613,446
*Other Bonds	11,088,162,545
*Stocks	9,919,835,033
Real Estate	295,926,247
Agents' Balances or Uncollected Premiums	4,487,501,643
Accrued Interest and Rents	120,872,424
Other Admitted Assets	14,130,266,527
Total Admitted Assets	**$42,343,216,506**

Liabilities

Unearned Premiums		$6,580,520,311
Reserve for Claims and Claims Expense		16,917,138,677
Funds Held Under Reinsurance Treaties		210,794,503
Reserve for Dividends to Policyholders		358,033
Additional Statutory Reserve		29,659,093
Reserve for Commissions, Taxes and Other Liabilities		2,789,478,276
Total		**$26,527,948,893**
Special Surplus Funds	$67,890,944	
Capital Stock	10,000,000	
Paid in Surplus	8,829,183,823	
Unassigned Surplus	6,908,192,846	
Surplus to Policyholders		**15,815,267,613**
Total Liabilities and Surplus		**$42,343,216,506**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

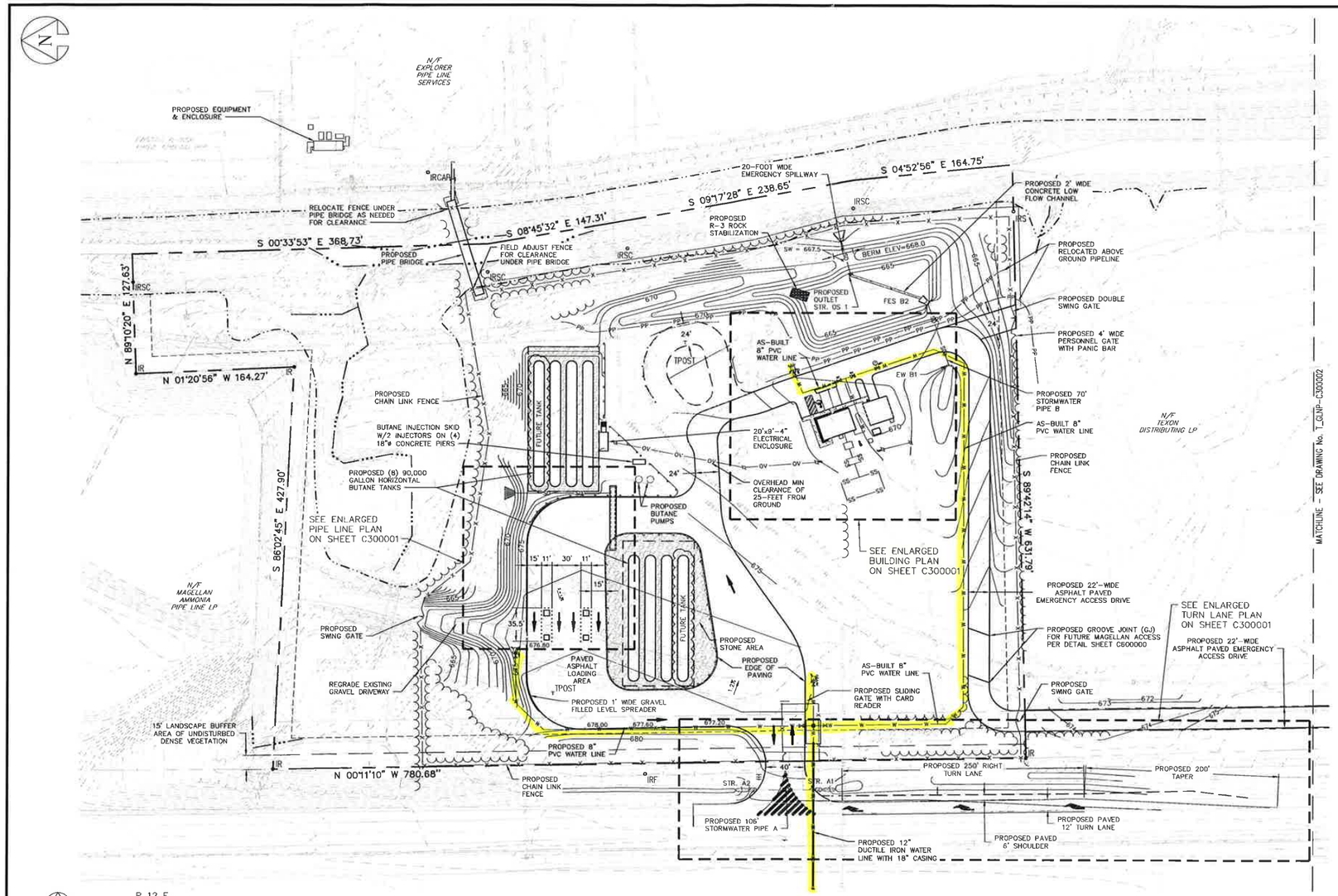
I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

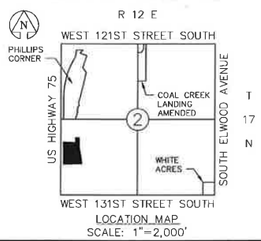
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/16





LOCATION MAP
SCALE: 1"=2,000'

NOTES:

1. APPLICANT:
SUN PIPE LINE COMPANY
ATTN: TAX DEPT 1010 CENTER CO.
1801 MARKET ST.
PHILADELPHIA, PA 19103-1628
CONTACT: SCOTT RITCHEY
PHONE: 1 (215) 255-1516

2. BOUNDARY, TOPOGRAPHIC INFORMATION, AND RIGHT-OF-WAY EASEMENTS WERE TAKEN FROM A PRELIMINARY PLAN TITLED "BOUNDARY SURVEY OF GLENPOOL STATION IN THE SE/4 OF SECTION 2, T17N - R12E TULSA COUNTY, OKLAHOMA" PREPARED FOR SUNOCO PIPE LINE, LP BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA, DATED 08/31/12.

3. CONTROL POINT:
JW-224 OF SW/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 12 EAST
(363126.960 N, 2556117.563 E)
ELEVATION = 709.877
OKLAHOMA STATE PLANE COORDINATE SYSTEM, 3501-OKLAHOMA NORTH
HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

4. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE OKLAHOMA ONE CALL SYSTEM, INC. SHALL BE NOTIFIED AT 1-800-522-OKIE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

5. THE FLOODPLAIN SHOWN HEREON VARIES BETWEEN CONTOUR 659 AND 661 BASED ON THE FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA; PANEL NO. 407 OF 530; MAP NO. 40143C0407L; MAP REVISED OCTOBER 16, 2012.

6. EXISTING PIPE LINE LOCATIONS ARE APPROXIMATE AND WILL BE VERIFIED PRIOR TO CONSTRUCTION.

7. REAL PROPERTY CONVEYANCE DATED MARCH 27TH, 1973, BETWEEN EXPLORER PIPE LINE COMPANY, GRANTOR, TO SUN PIPE LINE COMPANY, GRANTEE. EXCEPTING AND RESERVING UNTO EXPLORER PIPE LINE COMPANY ALL OF THE OIL, GAS, AND OTHER MINERALS THAT MAY BE PRODUCED, AS WELL AS A RIGHT-OF-WAY AND EASEMENT ON, OVER, UNDER, THROUGH, AND ACROSS THE DESCRIBED PROPERTY AS DESCRIBED IN SAID DEED. RECORDED ON MARCH 27TH, 1973, IN BOOK 4068 PAGE 165 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

8. PIPE LINE EASEMENT DATED MARCH 9TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE. RECORDED MARCH 10TH, 1998, IN BOOK 6025 PAGE 0749 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

9. UNDERGROUND ELECTRICAL CONDUIT SYSTEM RIGHT-OF-WAY AND EASEMENT DATED JULY 27TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE, RECORDED JULY 27TH, 1998, IN BOOK 6091 PAGE 2649 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

10. ELECTRICAL EASEMENT DATED JUNE 8TH, 1998 BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND OKLAHOMA GAS AND ELECTRIC COMPANY, GRANTEE, RECORDED JUNE 8TH, 1998, IN BOOK 6066 PAGE 0998 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.

11. SUBDIVISION CONSISTS OF ONE (1) LOT ON NE (1) BLOCK.

12. GROSS SUBDIVISION AREA: 10.70 ACRES (466,145.09 S.F.)

13. THE OUT LIMITS OF THE FULLY URBANIZED 100-YEAR EVENT (1 PERCENT PER YEAR) FLOODPLAIN ARE FULLY CONTAINED WITHIN THE DRAINAGE EASEMENTS AND/OR RESERVE AREAS AS SHOWN HEREIN.

14. THE NOTTI GATHERING PIPELINE WAS ABANDONED AND CAPPED. PIPELINE WILL BE REMOVED AS REQUIRED.

15. NO DISTURBANCE IS PROPOSED WITHIN THE 100-YEAR FLOODPLAIN.

16. A WETLAND SCIENTIST CONFIRMED THERE ARE NO WETLANDS PRESENT ON THE SITE.

17. THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) SHALL BE NOTIFIED A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF ANY WORK TO BE PERFORMED ALONG HIGHWAY ROUTE 75.

18. CONTRACTOR/OWNER TO SUPPLY CRIBBING FOR TRUCKS CROSSING OVER ALL ABOVE GROUND PIPELINES.

19. ALL EXCAVATION UNDER EXISTING AND FUTURE PAVEMENT SHALL BE BACKFILLED WITH SAND.

20. ALL WATERLINES EXPOSED DURING CONSTRUCTION SHALL BE BACKFILLED WITH SAND.

21. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR AT LEAST THIRTY (30) DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF MORE THAN FIVE (5%) PERCENT. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL AND MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO NINETY-FIVE (95%) PERCENT OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

22. POLYVINYL CHLORIDE (PVC) PIPES SHALL CONFORM TO ASTM D-3034, ASTM F-679, AND ASTM F-789; AND ASTM F-89-49 FOR PROFILE WALL PIPE. REGARDLESS OF SIZE OPEN PROFILE WALL PIPE WILL BE ALLOWED ONLY ON SECTIONS OF PIPE WHERE THERE ARE NO APPARENT SERVICE CONNECTIONS.

23. SPECIAL SANITARY SEWER PIPE SHALL BE REQUIRED TO SATISFY MINIMUM HORIZONTAL AND VERTICAL CLEARANCE REQUIREMENTS FROM WATERLINES, WELLS AND PETROLEUM STORAGE TANKS, AS ESTABLISHED BY THE OKLAHOMA STATE DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).

24. SPECIAL SANITARY SEWER PIPE SHALL BE EITHER PVC OR DUCTILE IRON PIPE (DIP). SPECIAL PVC PIPE SHALL CONFORM TO ASTM D-2241 AND SDR 32.5 FOR SIZES FOUR (4") INCHES TO THIRTY-SIX (36") INCHES, OR AWWA C-900 AND AWWA C-905; WITH A MINIMUM DR RATING OF EIGHTEEN (18) FOR PIPE SIZES FOUR (4") INCHES TO TWELVE (12") INCHES AND A MINIMUM DR RATING OF 32.5 FOR PIPE SIZES GREATER THAN TWELVE (12") INCHES. DIP PIPES SHALL MEET THE REQUIREMENTS SPECIFIED BELOW.

REV.	DATE	APP#	DESCRIPTION	APPROVAL
2	02/17/17		AS-BUILT DOCUMENT	STV
0	03/22/16		ISSUED FOR CONSTRUCTION	STV

GRAPHIC SCALES
1"=50'
50' 0 50' 100'

STV
Baltimore, MD Bismarck, ND Denver, CO Douglasville, PA Houston, TX Pittsburgh, PA Williamsport, PA

THE LOCATION OF FACILITY SUBSURFACE STRUCTURES, EQUIPMENT, UTILITIES OR PIPING MAY NOT BE SHOWN HEREON. IF SHOWN, LOCATION MUST BE CONSIDERED AS APPROXIMATE ONLY. FOLLOW REQUIRED ONE-CALL OR FACILITY PROCEDURES PRIOR TO EXCAVATING OR PROBING TO DETERMINE ACTUAL CONDITIONS.

STV PROJECT No.: 16-17225

ENGINEERING RECORD

DRAWN BY	JLS
CHECKED BY	JDA
APPROVED BY	RJL
DATE	08/12/15
SCALE	AS NOTED

OLD DRAWING NO.

Sunoco Partners Marketing and Terminals L.P.

GLENPOOL TERMINAL
GLENPOOL BUTANE BLENDING FACILITY
GRADING & UTILITIES PLAN

CITY OF GLENPOOL
TULSA COUNTY, OKLAHOMA

DWG. NO. T_GLNP_C300000
REV. NO. 2