

**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 April 1, 2019, 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 – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report April 2019	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from March 4, 2019 meeting. (Wendy Knight, Secretary) GUSA - 04 Mar 2019 - Minutes - Html	4 - 6
2) Discussion and possible action to approve the Professional Services Agreement proposal submitted by Midwest Engineering Group, LLC, for the engineering design of the Oak Street sanitary sewer liftstation upgrade, in an amount not to exceed \$17,747.00, to be paid from the FY 2018/2019 Annual Budget under Item No. 50-6- 16-6361, and to authorize the City Manager to enter into the agreement. (Lynn Burrow, Community Development Director) GUSA Meeting Agenda Item 04 01 19 Oak Liftstation Rehab	7 - 26
3) Discussion and possible action to approve the Professional Services Agreement proposal submitted by Midwest Engineering Group, LLC, for the engineering design of the Hickory Street sanitary sewer liftstation upgrade, in an amount not to exceed \$15,960.00, to be paid from the FY 2018/2019 Annual Budget under Item No. 02-6- 16-6278, and to authorize the City Manager to enter into the agreement. (Lynn Burrow, Community Development Director) GUSA Meeting Agenda Item 04 01 19 Hickory Street Liftstation Rehab	27 - 46
4) Discussion and possible action to approve acceptance of public waterline extension including the corresponding one-year Maintenance Bond, installed to serve property owned by Dan and Zachary Beeler, located approximately ½ mile west of US Highway 75 on the north side of 181st Street. (Lynn Burrow, Community Development Director) GUSA Presentation 04 01 19 Beeler Waterline Acceptance	47 - 53

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 29, 2019 by 4:00 pm.

Signed: Wendy Knight

Secretary



Public Works Director's Report

April 1st, 2019

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 Discharge Monitoring Report (DMR) to ODEQ. We had 2 excursions.
- Received the ODEQ response letter pertaining to our response to the CEI inspection report issued by ODEQ they accepted and approved the response we submitted.
- 4 sewer backups were reported last month 3 were on the customers side and 1 on the cities side.

Water Distribution:

- Meter reading started on March 5th and ended on March 7th.
- Rereads for March were 16.
- There were 3 meters that showed to roll back.
- 165 Service orders, 4 Blue tags were issued by the water billing department
- 2 new service taps and 8 leaks were repaired
- 151 Line locates were issued by call okie which brings the total for 2019 to 449.
- There were 137 turned off for nonpayment.

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 David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

Parks and Streets:

- The crews have removed the old paint from the metal swing sets and other metal play ground equipment in the parks and repainted them.
- The crews spent a couple weeks at Morris Park repairing and repainting the dugouts and bleachers at the baseball fields as well as spreading millings on the road and grinded/removed all the tree stumps in the park area, there were some tree stumps in Black and Gold park that they also grinded/removed to make it safer for children running and playing in the parks.
- The crews went through town filling/ repairing a list of pot holes.
- As well as completing day to day work orders and assisting the water crews when needed.
- The crews have started mowing to keep things looking nice and neat before the mowing season kicks off.

MINUTES
GUSA Meeting
Monday, March 4, 2019 Council Chambers 6:00 PM

TRUSTEES PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Bart Harris
Wes Richter

- A Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called the meeting to order at 6:41 p.m.
- B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**
Wendy Knight called the roll, Chairman Fox declared a quorum present.
- C Public Works Director Report - Wes Richter**
[Public Works Report Mar 2019](#)
- D Scheduled Business**
- 1) Discussion and possible action to approve minutes from February 4, 2019, and February 19, 2019 meetings.
(Wendy Knight, Secretary)
- Moved by Trish Agee, seconded by Brandon Kearns

To approve the minutes as presented.

*Vice-Chairman Ceesay abstained on the minutes for February 4, 2019;
voted "yes" on the minutes for February 19, 2019.*

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay			x	
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	1	0

CARRIED.

[GUSA - 04 Feb 2019 - Minutes - Html](#)

[GUSA - 19 Feb 2019 - Minutes - Html](#)

- 2) Discussion and possible action to approve a quote from Mark Allen Chevrolet, for the purchase of two (2) 2019 Chevrolet 2500 extended cab pickups, for a total purchase price not to exceed \$55,516.00, for the Water and Sewer Department; to be paid from Budget item 02-6-16-6350 (Vehicle Purchase).
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Board approval of a quote from Mark Allen Chevrolet, for the purchase of two (2) 2019 Chevrolet 2500 extended cab pickups, for a total purchase price not to exceed \$55,516.00, for the Water and Sewer Department; to be paid from Budget item 02-6-16-6350 (Vehicle Purchase).

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the quote from Mark Allen Chevrolet, for the purchase of two (2) 2019 Chevrolet 2500 extended cab pickups, for a total purchase price not to exceed \$55,516.00, for the Water and Sewer Department; to be paid from Budget item 02-6-16-6350 (Vehicle Purchase).

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

GUSA
March 4, 2019

CARRIED.

[GUSA Presentation 03 04 19 Vehicle Purchase](#)

E Adjournment

Chairman Fox declared the meeting adjourned at 6:48 p.m.



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: PROFESSIONAL SERVICES AGREEMENT
"OAK STREET" SANITARY SEWER LIFTSTATION UPGRADE
DESIGN AND PERMITTING PROJECT**

DATE: APRIL 1, 2019

BACKGROUND:

This is a request for consideration and action regarding the review and approval of a Professional Services Agreement prepared and submitted by Midwest Engineering Group, LLC. covering the engineering design and permitting services necessary for the complete rehabilitation of a certain existing sanitary sewer liftstation facility known as the 'Oak Street Liftstation'. As illustrated in the attached map and photos, this existing liftstation is located along the south side of 131st Street at the northeast corner of the Glen Park residential development. The facility was installed in 1983 to support the original development of the Glen Park housing addition and was sized to only serve this particular development due to the fact that areas located east and upstream of this property are located within the annexation limits of the City of Jenks. The facility is in its original configuration and the current condition of this facility is such that it has become a regular source of mechanical and electrical failures necessitating numerous extensive and costly repairs and maintenance. The engineering design of the original facility is no longer one that is normally considered for new installations of this type. The goal is to completely rehabilitate the existing wet-well and associated valve vault structures and to retrofit them with a completely new and upgraded pumping system with totally new non-clog type pumps, valves, and a modern electronic control panel - similar to the station at 137th Street and Elwood Avenue. The design services required for this proposed rehabilitation project are to be funded as part of the Move Glenpool Forward Sales Tax Initiative under projects earmarked for sanitary sewer liftstation improvements – specifically from the approved FY 2018/2019 Annual Budget under Item No. 50-6-16-6361.

STAFF RECOMMENDATION:

Staff has reviewed the scope of services identified and listed in the Professional Services Agreement proposal submitted by Midwest Engineering Group, LLC, recommends its approval by the Authority, and is thereby requesting authorization be given to the City Manager to enter into a Contract Agreement with this firm in an amount not to exceed \$17,747.00.

Attachments:

- A. Professional Services Agreement & Supporting Documents
- B. Vicinity Maps and Site Photographs.



March 21, 2019

Mr. Tim Fox, Mayor/GUSA Board Chairman
City of Glenpool, GUSA
12205 S Yukon Avenue
Glenpool, OK 74033

VIA EMAIL
MEG PN: 2019-GLENPOOL-03-001

**RE: City of Glenpool, Oklahoma Oak Street Lift Station Project
Agreement for Professional Services**

Thank you for considering Midwest Engineering Group, LLC as "Engineer" to provide professional services to City of Glenpool, Oklahoma/GUSA designated as "Owner" in conjunction to the Oak Street Lift Station Project. A detailed description of our proposed services is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$17,747, which does include the cost of reimbursable expenses, and our compensation for completing Additional Services will accrue on an hourly basis, in accordance with our Hourly Rate Schedule, which is attached hereto, and in effect at the time of services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the progress that has occurred in our completing the Basic Services. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one-half percent (1 1/2%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

"Owner" agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and the "Engineer" will be given timely access to the project site, as necessary, to complete the Basic Services.

The following individuals are designated as primary project representatives for "Owner" and "Engineer". These individuals shall be the primary point of contact and shall receive all correspondence or notices.

"Engineer"	"Owner"
Midwest Engineering Group, LLC	City of Glenpool, OK/GUSA
Daniel (Danny) L. Coltrane, P.E.	Mr. Lynn Burrow, Director of Community Development
7436 1000 Rd	12205 S Yukon Avenue
Fredonia KS 66736	Glenpool, OK 74033
Phone: 918-264-9405	Phone: 918-322-5409
Email: dcoltrane@pwwsd23.net	Email: lburrow@cityofglenpool.com

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
March 21, 2019
Page 2

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions, represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit "Engineer's" liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. "Engineer" will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until April 30, 2019.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number list above.

"ENGINEER"

By: _____
Daniel (Danny) L. Coltrane, Jr., P.E.

"OWNER"

By: _____
Tim Fox, Mayor
City of Glenpool, OK

Accepted this _____ day of _____ 2019.

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
March 21, 2019
Page 3

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated _____, by and between "Owner" and "Engineer" in respect to the Oak Street Lift Station Project, including This project, includes rehabilitation of the existing lift station by installing new submersible pumps, wetwell, lining, control panel, perimeter fence and gate with all associated demolition, by-pass pumping and appurtenances.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, "Engineer" will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of "Engineer's" work and "Engineer" assumes no responsibility to perform any services not specifically listed.

Design Phase: \$11,247, Lump Sum

1. Prepare preliminary Plan Drawings and Specifications for Oak Street Lift Station. Submit to Client for review and comment.
2. Prepare final Drawings and Specifications based on Client review.
3. Assist "Owner" in preparation and filing of applications for construction related permits, as required.
4. Includes two trips for board meetings and/or site visits.

Bidding Services: \$3,500, Lump Sum

1. Prepare bidding documents for Oak Street Lift Station, submit to "Owner" for review and comment.
2. Prepare and process up to (2) addendums for the during the bidding process.
3. Conduct (1) 30 day bid process and facilitate bid opening.
4. Prepare bid tab after bid opening and submit to "Owner" and any governing agencies for review.
5. Review all bids and prepare letter to "Owner" stating "Engineer's" recommendation for award to contractor.

Construction Administration: Budget of \$2,000, Hourly based on current rate schedule

1. Prepare and Review contracts, Submittals and RFI's. Conduct periodic inspections to confirm progress for Pay Estimates and Change Orders.

Reimbursables Expenses: Budget of \$1,000

1. Costs plus 10%
2. Current IRS mileage rates

ADDITIONAL SERVICES

If agreed to by the "Owner" and "Engineer", we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the "Owner" in addition to payment for Basic Services, in accordance with "Engineer's" prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the "Owner" and "Engineer". Costs shown below are estimated, for budgeting purposes only.

Additional Engineering Budget of \$1,000, Hourly based on current rate schedule

1. Additional Engineering services resulting from significant changes in the scope, extent, or character of the project designed that is not identified under Basic Services – Design Phase.

EXCLUDED SERVICES

In addition to the Basic Services outlined above, "Engineer" has offered and recommended certain other services which are deemed necessary or advisable, based on our understanding of the "Owner's" needs. The "Owner" has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement.

Excluded Services include:

Engineering Report	Lump Sum
Environmental	Lump Sum
Geotech Report	Lump Sum
SWPPP Plan	Lump Sum
Survey	Lump Sum
Construction Observation	Hourly
Legal Survey	Hourly
Land Acquisition/Easements	Per Easement
Permitting	Lump Sum
Interest	
Legal/Bonding	

Hourly Rate Schedule

Project or Construction Manager

PM5	\$	160.00
PM4	\$	140.00
PM3	\$	120.00
PM2	\$	100.00
PM1	\$	80.00

Engineer, Designer, or Planner

E5	\$	170.00
E4	\$	150.00
E3	\$	130.00
E2	\$	110.00
E1	\$	90.00

Construction Observer or Technician

T6	\$	110.00
T5	\$	100.00
T4	\$	90.00
T3	\$	80.00
T2	\$	70.00
T1	\$	60.00

Administrative Staff/Clerical

A3	\$	60.00
A2	\$	50.00
A1	\$	40.00

Passenger Car, Truck Mileage

PMILE	Based on Federal Guidelines
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Survey Crew

S1 (2 man crew)	\$	150.00
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Expenses

EXPENSES	Cost + 10% unless otherwise noted
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Per Diem

PERD	Based on Federal Guidelines Per Location or Agreed to Rate
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Midwest Engineering Group, LLC (MEG)

Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by MEG shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basis Services Summary, an approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from MEG's construction documents, MEG shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. If a portion of any invoice is disputed, the amounts and reasons for dispute shall be documented in writing and delivered to MEG within twenty-one (21) calendar days of the invoice date, otherwise the invoice will thereafter be deemed to have been reviewed and accepted by the Client as accurate and without dispute. Invoices submitted by MEG are due upon presentation and all undisputed amounts are to be paid within twenty-one (21) calendar days of the invoice date, otherwise any unpaid amounts shall be considered PAST DUE and shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) per month. Payments shall first be applied to accrued interest (if any) and then to unpaid principal. If MEG incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to MEG. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable MEG staff costs at standard billing rates for MEG's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party. MEG reserves the right to suspend service until PAST DUE amounts are paid or to terminate this Agreement if PAST DUE accounts persist.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against MEG unless the executed by an independent consultant practicing in the same discipline as MEG and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to MEG not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. MEG shall not be required to sign any certifications or documents, no matter by whom requested, that would result in MEG's having to certify, guarantee or warrant the existence of conditions whose existence MEG cannot ascertain and, within the scope of MEG's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with MEG or payment of any amount due to MEG in any way contingent upon MEG's signing an such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or know to MEG are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MEG may call for renegotiation of appropriate portions of this Agreement. MEG shall notify the Client of the changed conditions necessitating renegotiation, and MEG and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other and shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or MEG, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but no limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by MEG, it is understood it is the Client's contractor(s), not MEG, who is responsible for the construction of the Project, and that MEG is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Corporate Protection. It is intended by the parties to this Agreement that MEG's services shall not subject MEG's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that s the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MEG, a Kansas corporation, and not against any of MEG's individual employees, officers or directors.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and MEG mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day MEG performs services under this Agreement. Client and MEG agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day MEG performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and MEG agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Kansas will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Anderson County, Kansas.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of MEG and MEG's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to

MEG's services, as outlined in the Basic Services Summary of this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by MEG under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining MEG for any on-site construction phase services, the limits of MEG's liability related to services outlined in the Basic Services Summary of this Agreement, shall be limited to 50% of the total amount of compensation received by MEG under this Agreement.

Non-Solicitation. MEG and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

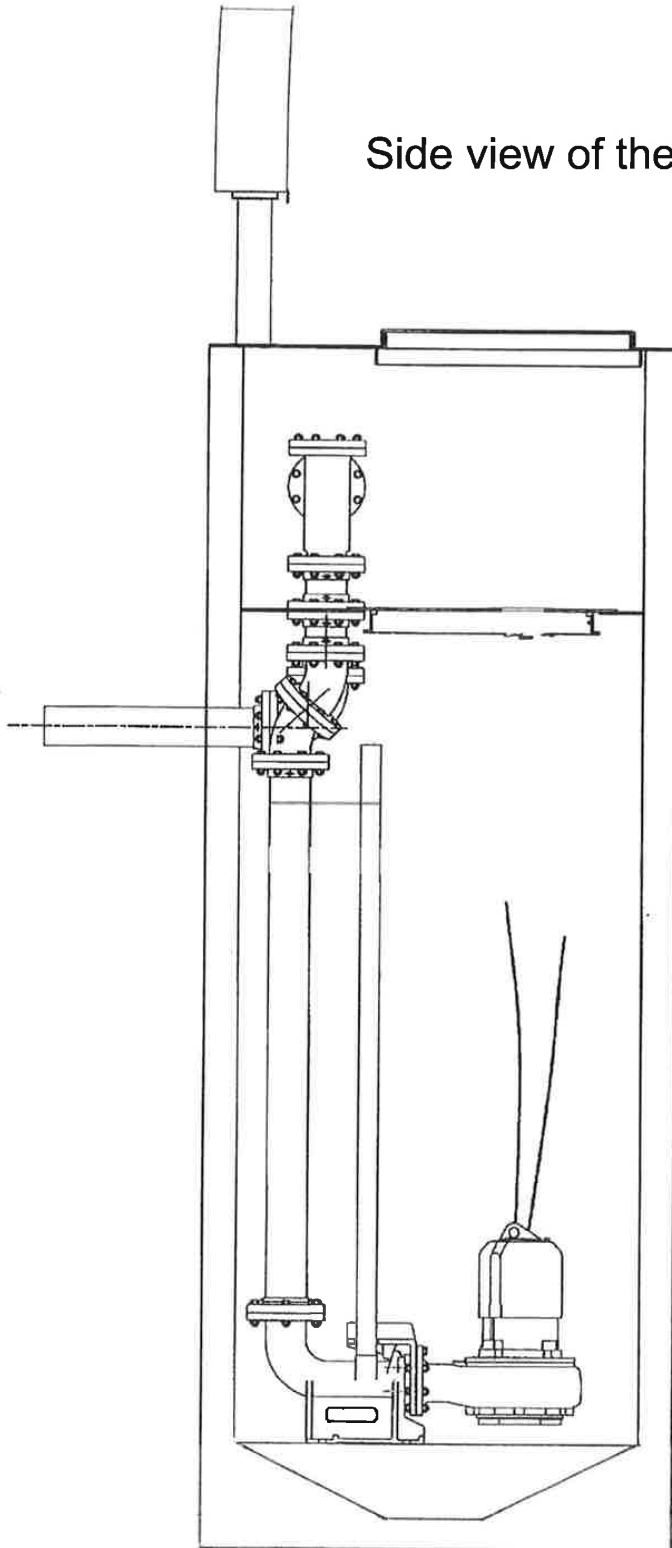
Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that MEG has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that MEG's opinions of probable construction costs are made on this basis of MEG's professional judgement and experience. MEG makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from MEG's opinion of probable construction cost.

Ownership and Reuse Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by MEG as instruments of services shall remain the property of MEG who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. MEG grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without MEG's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold MEG harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, MEG will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with MEG which releases MEG of all liability related to the use and/or reuse of electronic instruments of services by others.

Termination. Client or MEG may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. MEG shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or MEG, Client shall pay MEG within thirty (30) days of termination for all services rendered and all costs incurred to the date of termination.

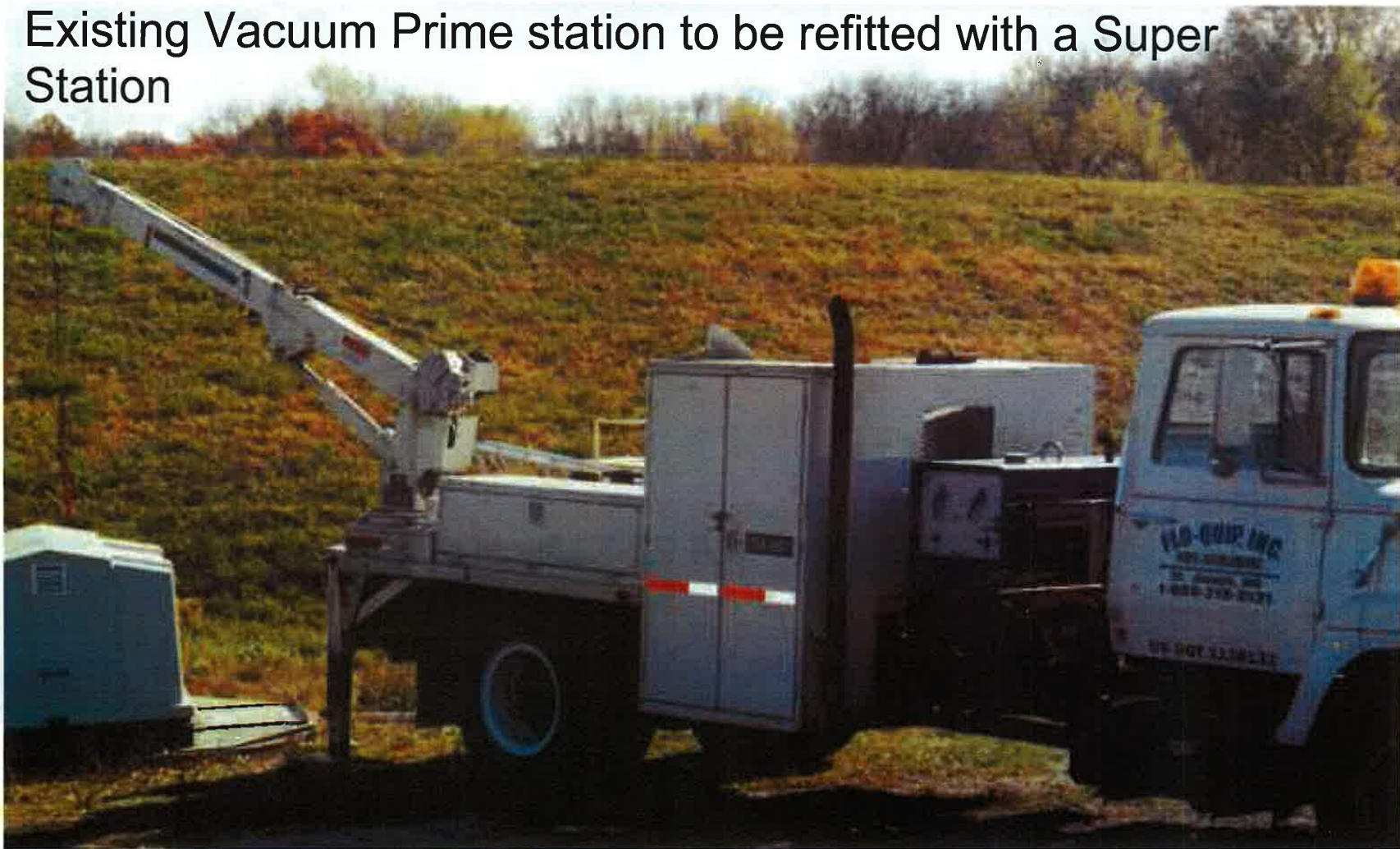
Work in Progress. It is agreed and understood that any work performed by MEG shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to completion, any information generated by MEG, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. MEG cannot guarantee the suitability of this information for any party's purposes (including selection of contractors and programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Side view of the installed equipment



Note: Typically the vacuum prime stations we have retro-fitted have a hopper bottom in them. (As shown in this drawing) If this is applicable, concrete will need to be poured in the wet well bottom to create a flat floor to mount the guide rail base elbows to

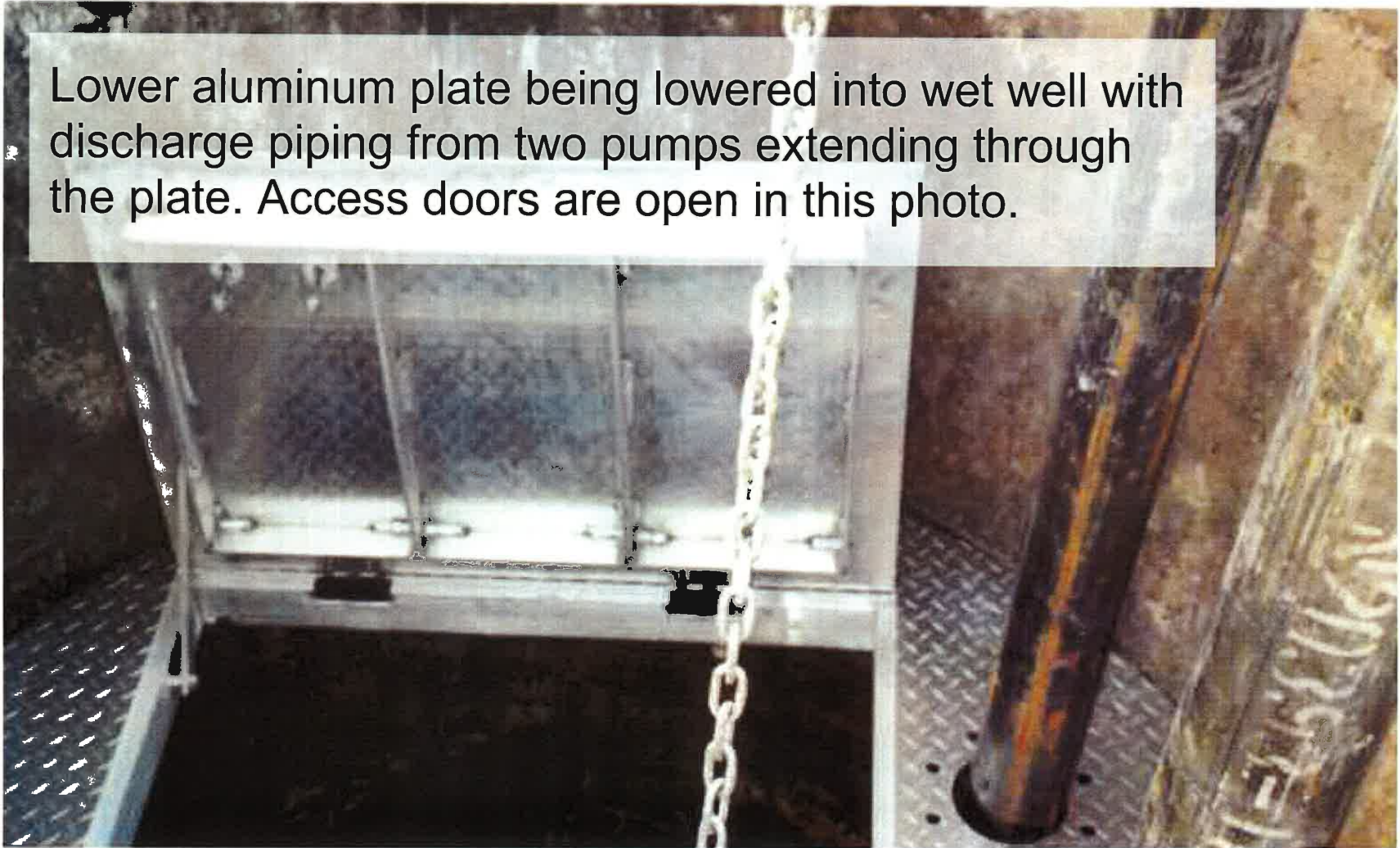
Existing Vacuum Prime station to be refitted with a Super Station



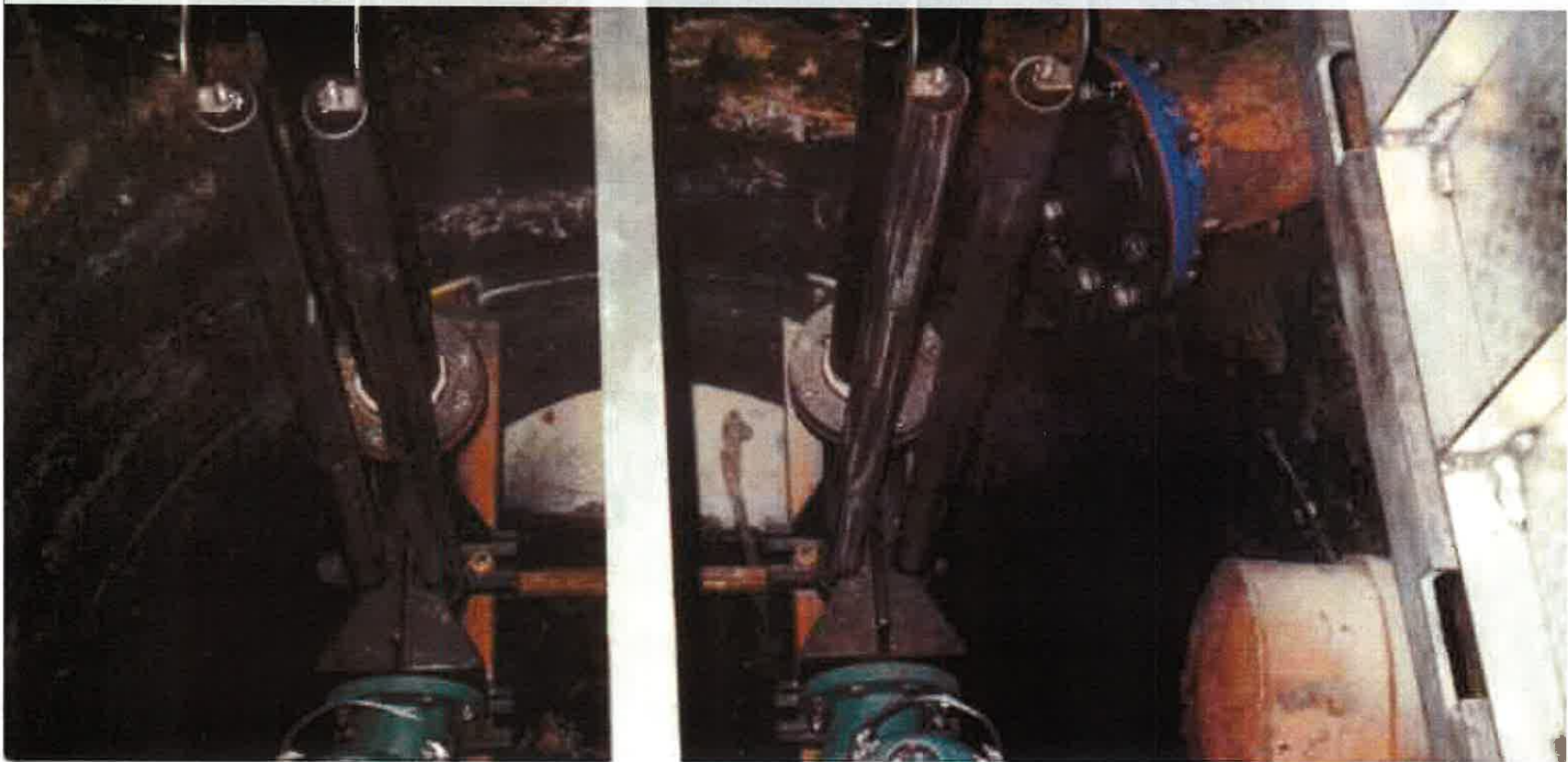
Vacuum Prime
station pulled and
on the ground



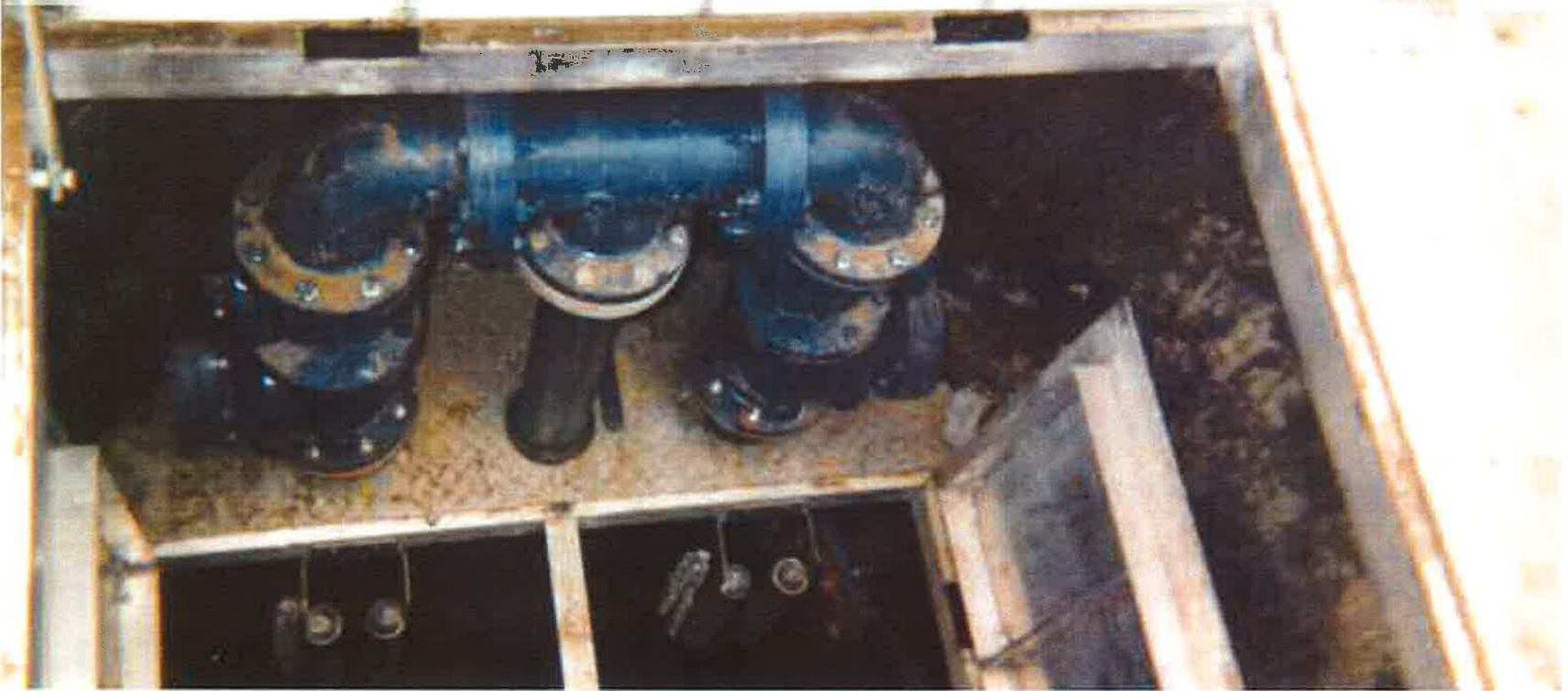
Lower aluminum plate being lowered into wet well with discharge piping from two pumps extending through the plate. Access doors are open in this photo.



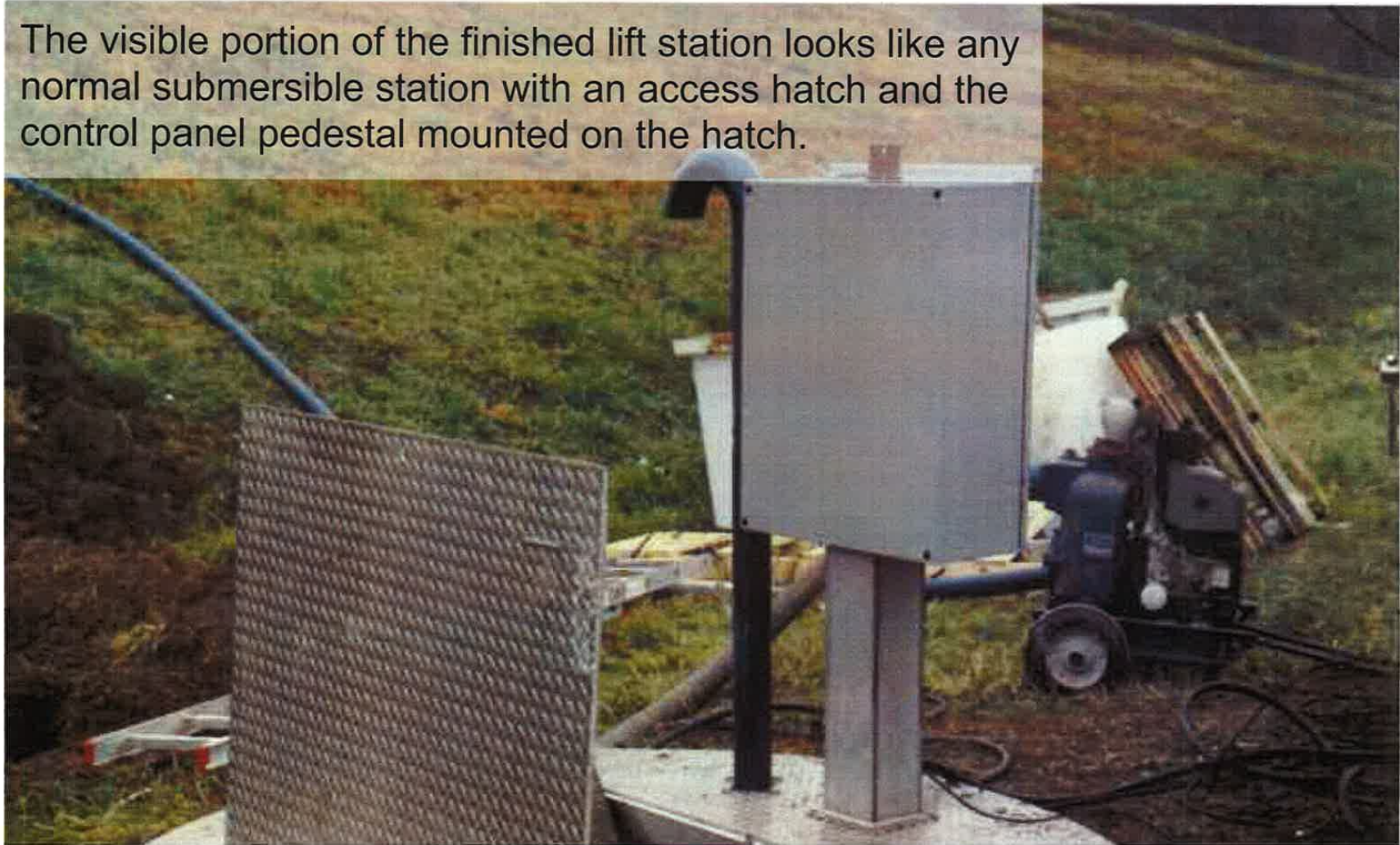
Looking down through the lower plate doors. The pumps are mounted on the discharge elbow and the guide rails are installed with the upper guide rail bracket mounted on the frame of the lower plate. The discharge pipe is behind the guide rails extending up through the lower plate.



Standing ground level looking down through the upper aluminum hatch plate down through the lower plate you can see the guide rails attached to the lower plate. The pump discharge pipes from the base elbows extend through the lower plate and have the Weil valve assembly bolted to them. The center pipe going back down is the discharge pipe which goes down and has a 90 degree elbow to attach to the existing discharge piping.



The visible portion of the finished lift station looks like any normal submersible station with an access hatch and the control panel pedestal mounted on the hatch.



OPINION OF PROBABLE COSTS (PROPOSAL) OAK STREET LS

City of Glenpool
Project: Oak St Lift Station

Midwest Engineering Group
Project Number: 2019-Glenpool-03-001P
Date: 2-26-2019

BID ITEM	Description	Unit	Quantity	Unit Price	Total Price
1	Submersible Vortex Pumps	Ea.	2	\$ 3,000	\$ 6,000
2	Wetwell	Ea.	1	\$ 40,000	\$ 40,000
3	Pump Around	Ea.	1	\$ 3,500	\$ 3,500
4	Fencing & Gate	LF	60	\$ 75	\$ 4,500
5	Control Panel	LS	1	\$ 5,000	\$ 5,000
6	Lining	VF	20	\$ 200	\$ 4,000
7	Demolition	LS	1	\$ 7,500	\$ 7,500
8	Entrance	LS	1	\$ 5,000	\$ 5,000
9	By-Pass Pumping	Day	3	\$ 2,000	\$ 6,000
10	Project Contingency	-	15%	-	\$ 12,225

Estimated Construction Cost \$ 93,725

Professional Fees		Option 2	
11	Engineering Report	\$ -	Lump Sum
12	Environmental	\$ -	City
13	Geotech Report	\$ -	Lump Sum
14	SWPPP Plan	\$ -	Lump Sum
15	Survey	\$ -	Lump Sum
16	Engineering	\$ 11,247	Lump Sum
17	Additional Engineering	\$ 1,000	Hourly
18	Bidding Services	\$ 3,500	Lump Sum
19	Construction Administration	\$ 2,000	Hourly
20	Construction Observation	\$ -	City
21	Legal Survey	\$ -	Hourly
22	Land Acquisition/ Easements	\$ -	City
23	Interest	\$ -	City
24	Legal/ Bonding	\$ -	City
Estimated Professional Fees		\$ 17,747	

Estimated Total Cost \$ 111,472

**Assumptions: Duplex Lift Station (5 hp)

LED FEB. 7, 1984

PLAT NO. 4438

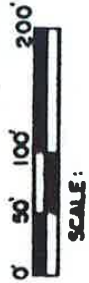
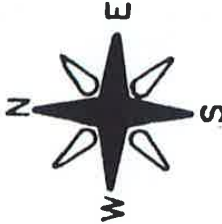
8

GLENPARK

STATE OF OKLAHOMA
TULSA COUNTY
LED OR RECORDED
84 FEB -7 PM 12:01
ANITA NESBITT
COUNTY CLERK

1 AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, BEING A PART OF THE NW/4 OF
IE NW/4 OF SECTION 12, T-17-N, R-12-E, 1.B.M., TULSA COUNTY, CONTAINING 40.1 ACRES, MORE
; LESS. PUD NO. 14. (A RESUBDIVISION OF NORTH GLENN ADDITION)

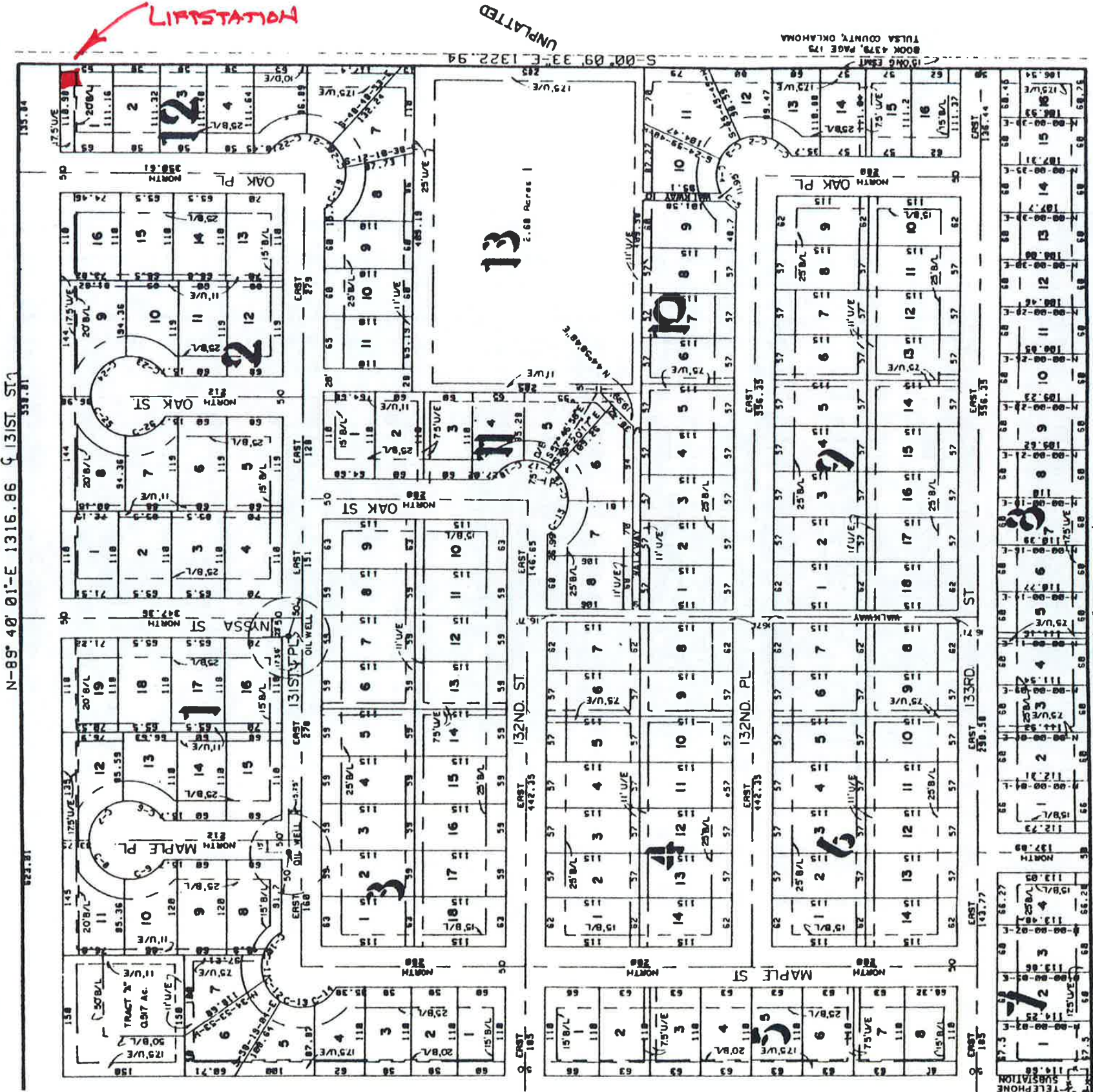
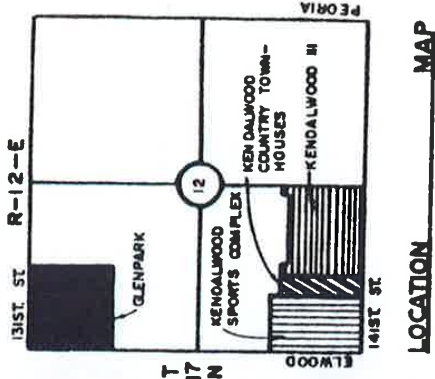
DELT.	LENGTH	BEARING
35 30	42.87	17.89
34 17	48.64	41.32
33 17	45.57	16.58
32 22	47.34	42.91
31 22	48.84	42.87
30 28	78.86	44.24
29 25	72.53	44.24
28 25	39.37	44.24
27 22	32.68	16.59
26 22	32.44	22.84
25 28	44.65	18.45
24 28	33.25	18.45
23 28	43.35	21.42
22 28	46.81	25.42
21 33	47.88	35.41
20 33	51.00	35.41
19 33	54.00	35.41
18 33	57.00	35.41
17 33	60.00	35.41
16 33	63.00	35.41
15 33	66.00	35.41
14 33	69.00	35.41
13 33	72.00	35.41
12 33	75.00	35.41
11 33	78.00	35.41
10 33	81.00	35.41
9 33	84.00	35.41
8 33	87.00	35.41
7 33	90.00	35.41
6 33	93.00	35.41
5 33	96.00	35.41
4 33	99.00	35.41
3 33	102.00	35.41
2 33	105.00	35.41
1 33	108.00	35.41



SURVEYOR : SPRADLING & ASSOCIATES
1110 W 23rd STREET
TULSA, OK 74107
(918)583-5737

DATE: FEBRUARY 1984
NO. OF LOTS: 163
JOB NO: 82132

OWNER : LEON LAMBERT, JOHN YOUNG,
AND CARL ORTON
BOX 129-A
GLENPOOL, OKLAHOMA
(918)224-2016



... BOOK - TULSA COUNTY - COPYRIGHT 1984 ROY MALERNEE, CITY MAP SERVICE TULSA, OKLAHOMA
... REPRODUCTION FOR ANY PURPOSE WITHOUT PERMISSION OF COPYRIGHT OWNER

OAK STREET
LIFT STATION

131st Street

OAK
OAK
NYSSA
131st
MAPLE

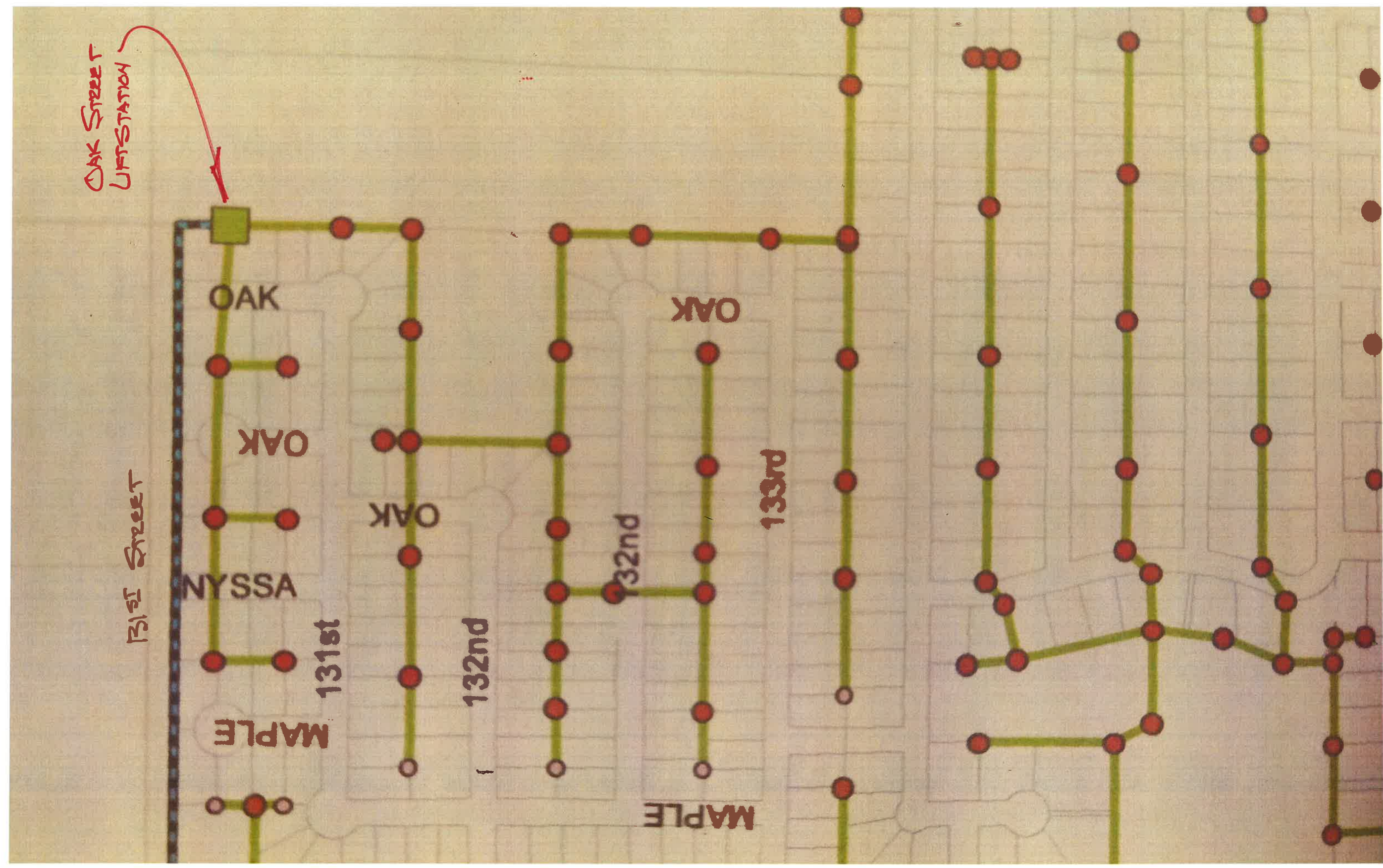
OAK

132nd

132nd

MAPLE
OAK

133rd





02/22/2019 03:21 PM



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: PROFESSIONAL SERVICES AGREEMENT
"HICKORY STREET" SANITARY SEWER LIFTSTATION UPGRADE
DESIGN AND PERMITTING PROJECT**

DATE: APRIL 1, 2019

BACKGROUND:

This is a request for consideration and action regarding the review and approval of a Professional Services Agreement prepared and submitted by Midwest Engineering Group, LLC. covering the engineering design and permitting services necessary for the complete rehabilitation of a certain existing sanitary sewer liftstation facility known as the 'Hickory Street Liftstation'. As illustrated in the attached map and photos, this existing liftstation is located along the north boundary of Brentwood II Addition - immediately east of Hickory Street. The facility was installed in 1979 to support the original development of the Brentwood II housing addition and was sized to only accommodate the easterly portion of this particular development due to the fact that areas located east and north of this property drain away from this particular location. Areas generally west of the Hickory Street Station drain to the Fern Ave. Liftstation located along the west boundary of the Brentwood II Addition. The facility is in its original configuration and the current condition of this facility is such that it has become a regular source of mechanical and electrical failures necessitating numerous extensive and costly repairs and maintenance. The engineering design of the original facility is no longer one that is normally considered for new installations of this type. The goal is to completely rehabilitate the existing wet-well and to retrofit the facility with a completely new and upgraded pumping system with totally new non-clog type pumps, valves, and a modern electronic control panel - similar to the proposed rehabilitation of the Oak Street Liftstation Station. The funding for the design services necessary for this proposed project is to be from the FY 2018/2019 Annual Budget under Item No. 02-6-16-6278

STAFF RECOMMENDATION:

Staff has reviewed the scope of services identified and listed in the Professional Services Agreement submitted by Midwest Engineering Group and is recommending its approval by the Authority and in turn requesting authorization be given to the City Manager to enter into the Contract Agreement with this firm in an amount not to exceed \$15,960.00.

Attachments:

- A. Professional Services Agreement & Supporting Documents
- B. Vicinity Map & Site Photographs



March 21, 2019

Mr. Tim Fox, Mayor/GUSA Board Chairman
City of Glenpool, GUSA
12205 S Yukon Avenue
Glenpool, OK 74033

VIA EMAIL
MEG PN: 2019-GLENPOOL-03-002

**RE: City of Glenpool, Oklahoma Hickory Street Lift Station Project
Agreement for Professional Services**

Thank you for considering Midwest Engineering Group, LLC as "Engineer" to provide professional services to City of Glenpool, Oklahoma/GUSA designated as "Owner" in conjunction to the Hickory Street Lift Station Project. A detailed description of our proposed services is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of **\$15,960**, which does include the cost of reimbursable expenses, and our compensation for completing Additional Services will accrue on an hourly basis, in accordance with our Hourly Rate Schedule, which is attached hereto, and in effect at the time of services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the progress that has occurred in our completing the Basic Services. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one-half percent (1 1/2%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

"Owner" agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and the "Engineer" will be given timely access to the project site, as necessary, to complete the Basic Services.

The following individuals are designated as primary project representatives for "Owner" and "Engineer". These individuals shall be the primary point of contact and shall receive all correspondence or notices.

"Engineer"	"Owner"
Midwest Engineering Group, LLC	City of Glenpool, OK/GUSA
Daniel (Danny) L. Coltrane, P.E.	Mr. Lynn Burrow, Director of Community Development
7436 1000 Rd	12205 S Yukon Avenue
Fredonia KS 66736	Glenpool, OK 74033
Phone: 918-264-9405	Phone: 918-322-5409
Email: dcoltrane@pwwsd23.net	Email: lburrow@cityofglenpool.com

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
March 21, 2019
Page 2

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions, represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit "Engineer's" liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. "Engineer" will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until April 30, 2019.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number list above.

"ENGINEER"

By: _____
Daniel (Danny) L. Coltrane, Jr., P.E.

"OWNER"

By: _____
Tim Fox, Mayor
City of Glenpool, OK

Accepted this _____ day of _____ 2019.

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
March 21, 2019
Page 3

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated _____, by and between "Owner" and "Engineer" in respect to the Hickory Street Lift Station Project, including This project, includes rehabilitation of the existing lift station by installing new submersible pumps, wetwell, lining, control panel, perimeter fence and gate with all associated demolition, by-pass pumping and appurtenances.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, "Engineer" will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of "Engineer's" work and "Engineer" assumes no responsibility to perform any services not specifically listed.

Design Phase: \$9,460, Lump Sum

1. Prepare preliminary Plan Drawings and Specifications for Hickory Street Lift Station. Submit to Client for review and comment.
2. Prepare final Drawings and Specifications based on Client review.
3. Assist "Owner" in preparation and filing of applications for construction related permits, as required.
4. Includes two trips for board meetings and/or site visits.

Bidding Services: \$3,500, Lump Sum

1. Prepare bidding documents for Hickory Street Lift Station, submit to "Owner" for review and comment.
2. Prepare and process up to (2) addendums for the during the bidding process.
3. Conduct (1) 30 day bid process and facilitate bid opening.
4. Prepare bid tab after bid opening and submit to "Owner" and any governing agencies for review.
5. Review all bids and prepare letter to "Owner" stating "Engineer's" recommendation for award to contractor.

Construction Administration: Budget of \$2,000, Hourly based on current rate schedule

1. Prepare and Review contracts, Submittals and RFI's. Conduct periodic inspections to confirm progress for Pay Estimates and Change Orders.

Reimbursables Expenses: Budget of \$1,000

1. Costs plus 10%
2. Current IRS mileage rates

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
March 21, 2019
Page 4

ADDITIONAL SERVICES

If agreed to by the "Owner" and "Engineer", we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the "Owner" in addition to payment for Basic Services, in accordance with "Engineer's" prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the "Owner" and "Engineer". Costs shown below are estimated, for budgeting purposes only.

Additional Engineering Budget of \$1,000, Hourly based on current rate schedule

1. Additional Engineering services resulting from significant changes in the scope, extent, or character of the project designed that is not identified under Basic Services – Design Phase.

EXCLUDED SERVICES

In addition to the Basic Services outlined above, "Engineer" has offered and recommended certain other services which are deemed necessary or advisable, based on our understanding of the "Owner's" needs. The "Owner" has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement.

Excluded Services include:

Engineering Report	Lump Sum
Environmental	Lump Sum
Geotech Report	Lump Sum
SWPPP Plan	Lump Sum
Survey	Lump Sum
Construction Observation	Hourly
Legal Survey	Hourly
Land Acquisition/Easements	Per Easement
Permitting	Lump Sum
Interest	
Legal/Bonding	

Hourly Rate Schedule

Project or Construction Manager

PM5	\$	160.00
PM4	\$	140.00
PM3	\$	120.00
PM2	\$	100.00
PM1	\$	80.00

Engineer, Designer, or Planner

E5	\$	170.00
E4	\$	150.00
E3	\$	130.00
E2	\$	110.00
E1	\$	90.00

Construction Observer or Technician

T6	\$	110.00
T5	\$	100.00
T4	\$	90.00
T3	\$	80.00
T2	\$	70.00
T1	\$	60.00

Administrative Staff/Clerical

A3	\$	60.00
A2	\$	50.00
A1	\$	40.00

Passenger Car, Truck Mileage

PMILE	Based on Federal Guidelines
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Survey Crew

S1 (2 man crew)	\$	150.00
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Expenses

EXPENSES	Cost + 10% unless otherwise noted
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Per Diem

PERD	Based on Federal Guidelines Per Location or Agreed to Rate
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Midwest Engineering Group, LLC (MEG) Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by MEG shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basis Services Summary, an approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from MEG's construction documents, MEG shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. If a portion of any invoice is disputed, the amounts and reasons for dispute shall be documented in writing and delivered to MEG within twenty-one (21) calendar days of the invoice date, otherwise the invoice will thereafter be deemed to have been reviewed and accepted by the Client as accurate and without dispute. Invoices submitted by MEG are due upon presentation and all undisputed amounts are to be paid within twenty-one (21) calendar days of the invoice date, otherwise any unpaid amounts shall be considered PAST DUE and shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) per month. Payments shall first be applied to accrued interest (if any) and then to unpaid principal. If MEG incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to MEG. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable MEG staff costs at standard billing rates for MEG's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party. MEG reserves the right to suspend service until PAST DUE amounts are paid or to terminate this Agreement if PAST DUE accounts persist.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against MEG unless the executed by an independent consultant practicing in the same discipline as MEG and licensed in the State of Kansas. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to MEG not less than thirty (30) calendar days prior to the filing of any civil litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. MEG shall not be required to sign any certifications or documents, no matter by whom requested, that would result in MEG's having to certify, guarantee or warrant the existence of conditions whose existence MEG cannot ascertain and, within the scope of MEG's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with MEG or payment of any amount due to MEG in any way contingent upon MEG's signing an such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or know to MEG are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, MEG may call for renegotiation of appropriate portions of this Agreement. MEG shall notify the Client of the changed conditions necessitating renegotiation, and MEG and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other and shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or MEG, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but no limited to loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by MEG, it is understood it is the Client's contractor(s), not MEG, who is responsible for the construction of the Project, and that MEG is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Corporate Protection. It is intended by the parties to this Agreement that MEG's services shall not subject MEG's individual employees, officers, or directors to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that s the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MEG, a Kansas corporation, and not against any of MEG's individual employees, officers or directors.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed. Client and MEG mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement more than 12 months after the last day MEG performs services under this Agreement. Client and MEG agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 12 months after the last day MEG performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and MEG agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Kansas will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Anderson County, Kansas.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of MEG and MEG's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to

MEG's services, as outlined in the Basic Services Summary of this Agreement, from any cause or causes, shall be limited to the total amount of compensation received by MEG under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining MEG for any on-site construction phase services, the limits of MEG's liability related to services outlined in the Basic Services Summary of this Agreement, shall be limited to 50% of the total amount of compensation received by MEG under this Agreement.

Non-Solicitation. MEG and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

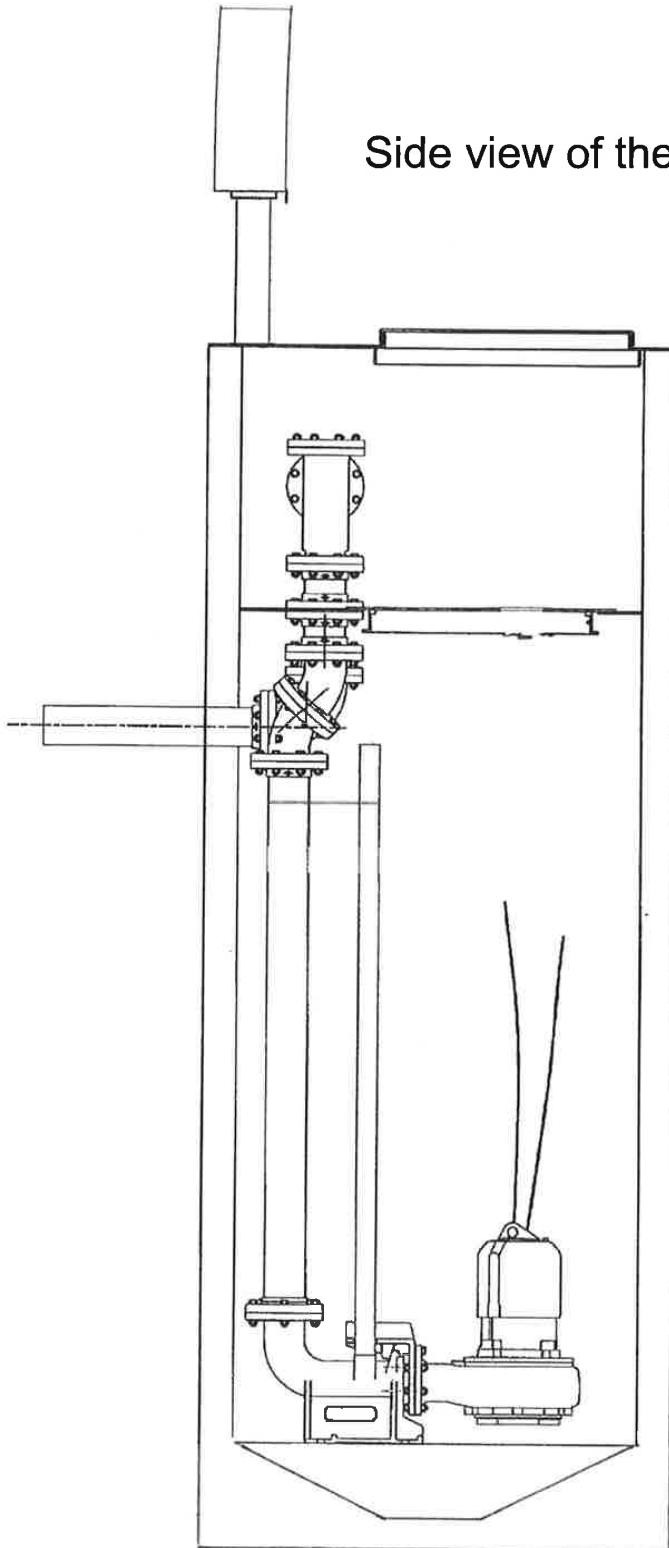
Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that MEG has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that MEG's opinions of probable construction costs are made on this basis of MEG's professional judgement and experience. MEG makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from MEG's opinion of probable construction cost.

Ownership and Reuse Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by MEG as instruments of services shall remain the property of MEG who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. MEG grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without MEG's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold MEG harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, MEG will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with MEG which releases MEG of all liability related to the use and/or reuse of electronic instruments of services by others.

Termination. Client or MEG may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. MEG shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or MEG, Client shall pay MEG within thirty (30) days of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by MEG shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to completion, any information generated by MEG, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. MEG cannot guarantee the suitability of this information for any party's purposes (including selection of contractors and programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

Side view of the installed equipment



Note: Typically the vacuum prime stations we have retro-fitted have a hopper bottom in them. (As shown in this drawing) If this is applicable, concrete will need to be poured in the wet well bottom to create a flat floor to mount the guide rail base elbows to

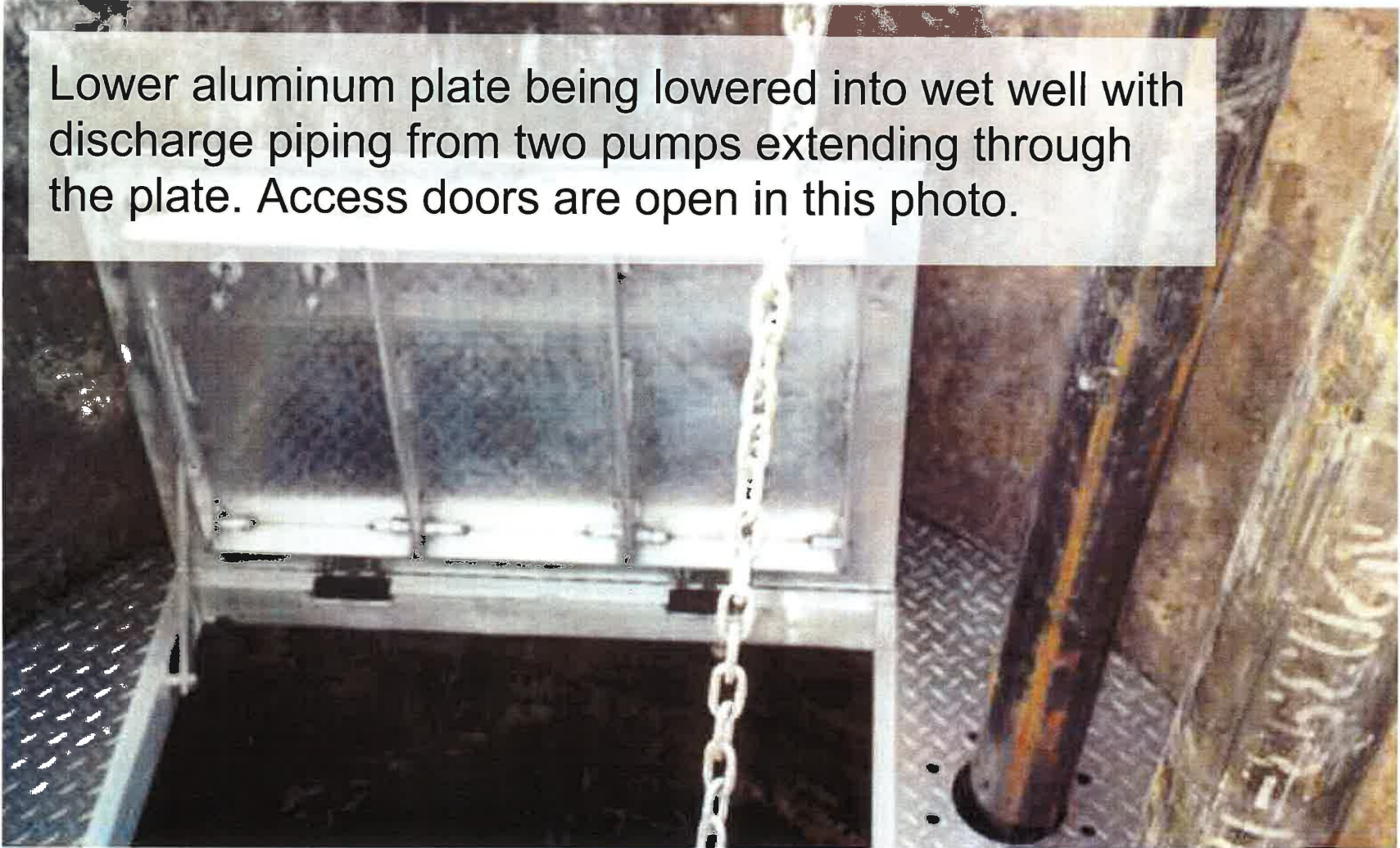
Existing Vacuum Prime station to be refitted with a Super Station



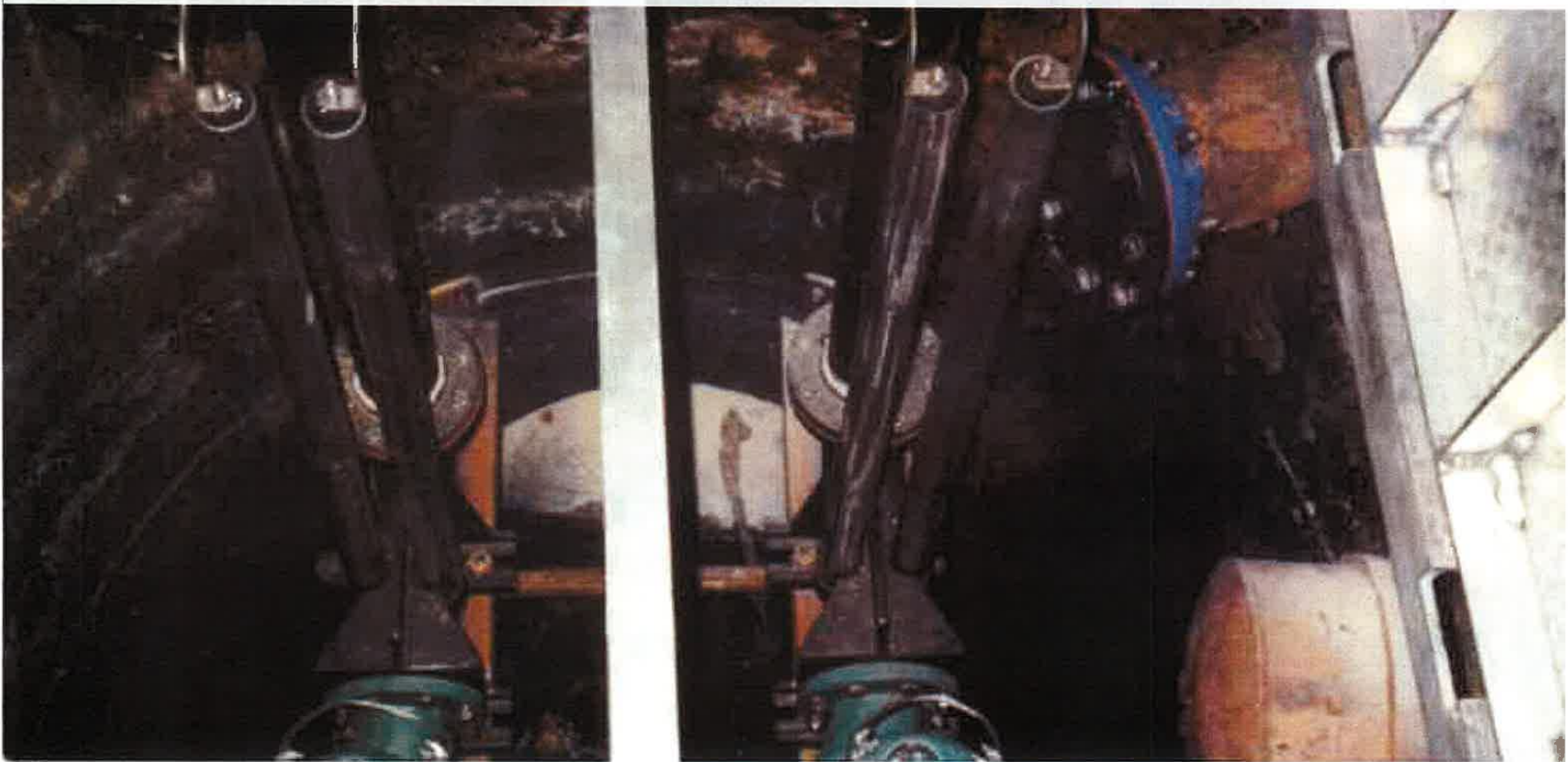
Vacuum Prime
station pulled and
on the ground



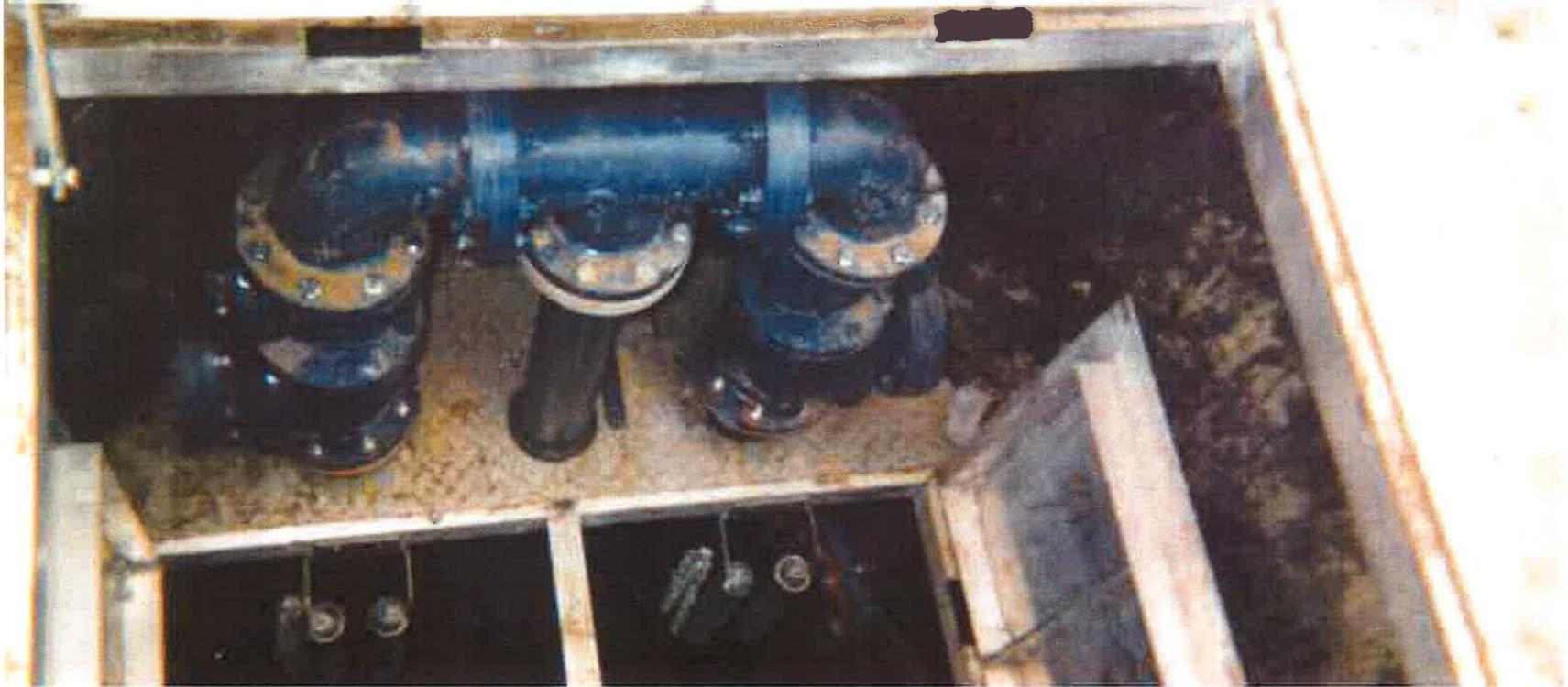
Lower aluminum plate being lowered into wet well with discharge piping from two pumps extending through the plate. Access doors are open in this photo.



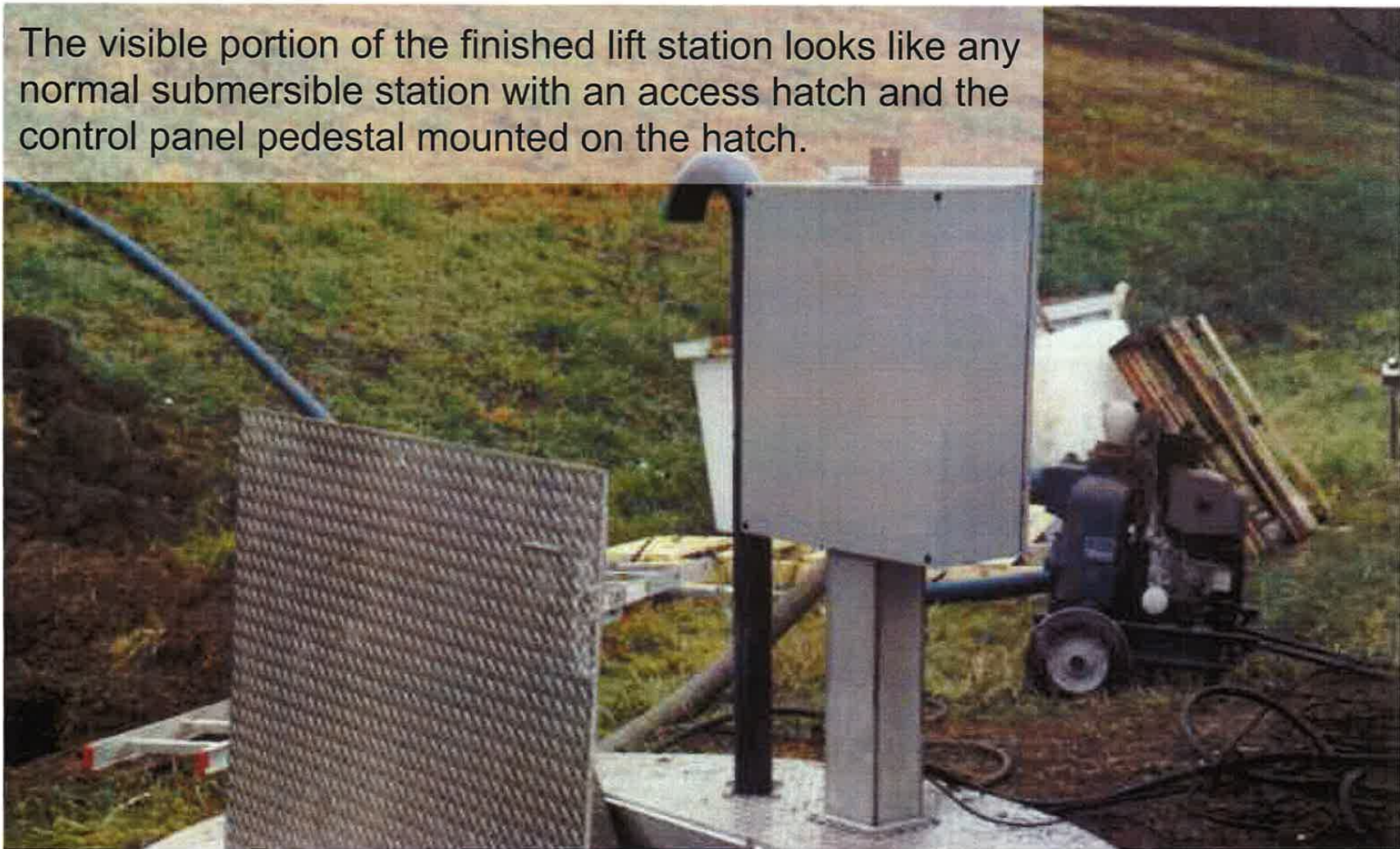
Looking down through the lower plate doors. The pumps are mounted on the discharge elbow and the guide rails are installed with the upper guide rail bracket mounted on the frame of the lower plate. The discharge pipe is behind the guide rails extending up through the lower plate.



Standing ground level looking down through the upper aluminum hatch plate down through the lower plate you can see the guide rails attached to the lower plate. The pump discharge pipes from the base elbows extend through the lower plate and have the Weil valve assembly bolted to them. The center pipe going back down is the discharge pipe which goes down and has a 90 degree elbow to attach to the existing discharge piping.



The visible portion of the finished lift station looks like any normal submersible station with an access hatch and the control panel pedestal mounted on the hatch.



OPINION OF PROBABLE COSTS (PROPOSAL) HICKORY CREEK LS

City of Glenpool
Project: Hickory Creek LS

Midwest Engineering Group
Project Number: 2019-Glenpool-03-001P
Date: 2-26-2019

BID ITEM	Description	Unit	Quantity	Unit Price	Total Price
1	Submersible Vortex Pumps	Ea.	2	\$ 3,000	\$ 6,000
2	Wetwell	Ea.	1	\$ 40,000	\$ 35,000
3	Pump Around	Ea.	1	\$ 3,500	\$ 3,500
4	Fencing & Gate	LF	60	\$ 75	\$ 4,500
5	Control Panel	LS	1	\$ 5,000	\$ 5,000
6	Lining	VF	20	\$ 200	\$ 4,000
7	Demolition	LS	1	\$ 5,000	\$ 5,000
9	By-Pass Pumping	Day	3	\$ 1,850	\$ 5,550
10	Project Contingency	-	15%	-	\$ 10,283

Estimated Construction Cost \$ 78,833

Professional Fees		Option 2	
11	Engineering Report	\$ -	Lump Sum
12	Environmental	\$ -	City
13	Geotech Report	\$ -	Lump Sum
14	SWPPP Plan	\$ -	Lump Sum
15	Survey	\$ -	Lump Sum
16	Engineering	\$ 9,460	Lump Sum
17	Additional Engineering	\$ 1,000	Hourly
18	Bidding Services	\$ 3,500	Lump Sum
19	Construction Administration	\$ 2,000	Hourly
20	Construction Observation	\$ -	City
21	Legal Survey	\$ -	Hourly
22	Land Acquisition/ Easements	\$ -	City
23	Interest	\$ -	City
24	Legal/ Bonding	\$ -	City
Estimated Professional Fees		\$ 15,960	

Estimated Total Cost \$ 94,792

**Assumptions: Duplex Lift Station (5 hp)

PLAT FILED JUNE 30, 1980

PLAT NO. 4028

Plat #4028

8793330

FILED
JUN 30 PM 2:34
TULSA COUNTY CLERK
AMIA MCNEILL

OWNER:

BILL FRANCIS
10300 S LOUISVILLE
TULSA, OKLAHOMA

251-6300 7436

ENGINEER:

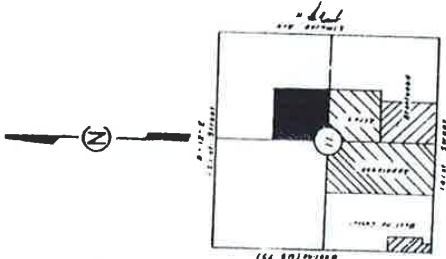
SPRADLING & ASSOCIATES
5137 E. 51st STREET
TULSA, OKLAHOMA 74135

622-7274

Drawing No. 79038
August 14, 1979

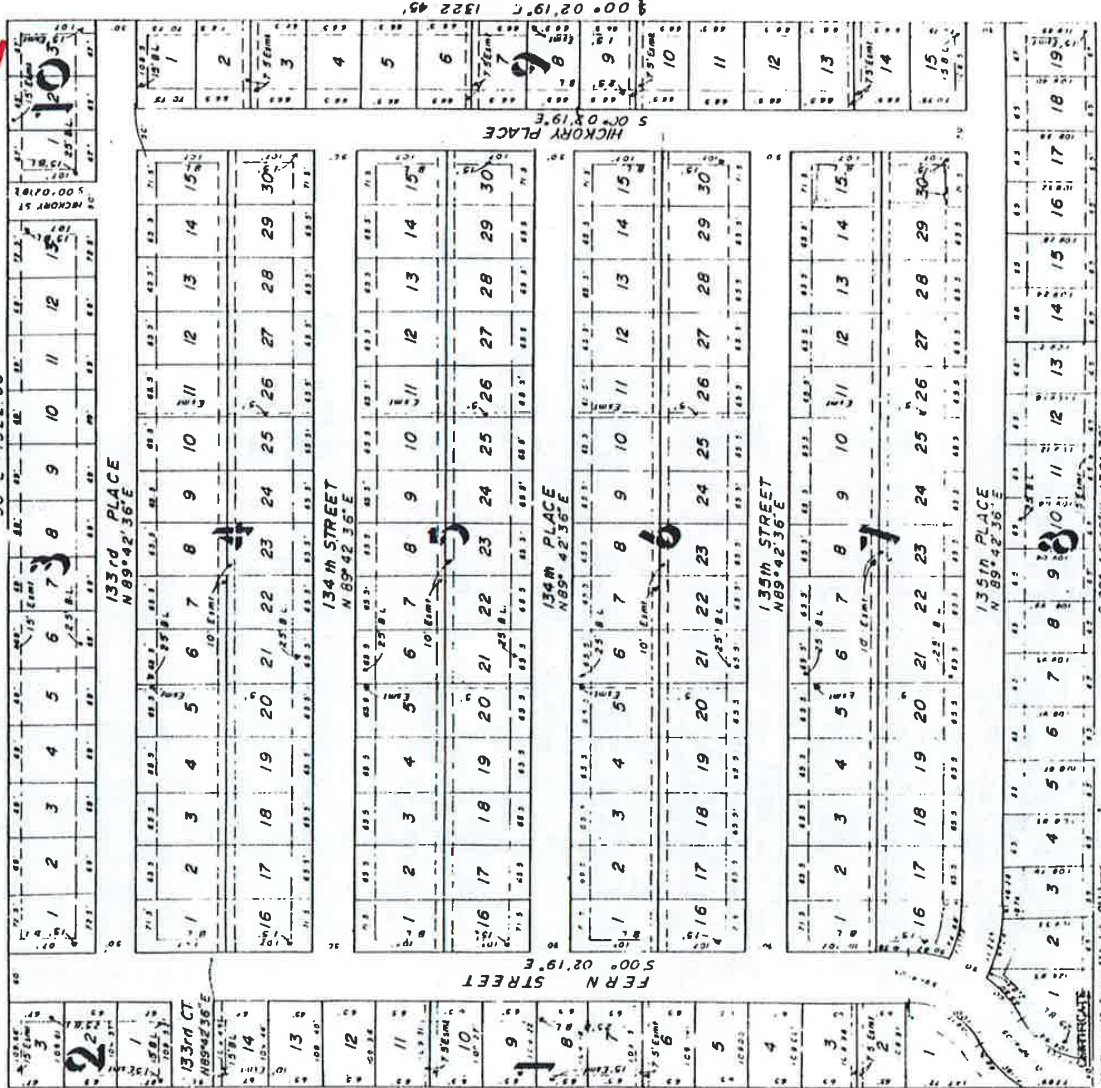
BRENTWOOD II

AN ADDITION IN THE CITY OF GLENPOOL, OKLAHOMA
LOCATED IN THE SW/4 OF THE NE/4 OF SECTION II,
T-17-N, R-12-E, TULSA COUNTY, OKLAHOMA.
CONTAINING 40.13 ACRES MORE OR LESS.



220 3/4 1/2 1/4
41 53

HICKORY STREET
NPLATTED LINES



FINAL PLAT

(Submitted to City of Approval)

I hereby certify that this plat was approved by the City of Tulsa on August 14, 1979.

on August 14, 1979

This plat is void if the above signature is not on it and is the Town Clerk or Town Attorney.

John F. Cantrell

Town Clerk

As provided in Title 11, Chapter 12, Section 1114 of the Oklahoma Statutes, the following information is required to be recorded in the plat book and is hereby recorded in the plat book for the purpose of recording the same.

The certificate is in full compliance with the provisions of the Oklahoma Statutes, Chapter 12, Section 1114.

The fee for recording this plat is \$10.00.

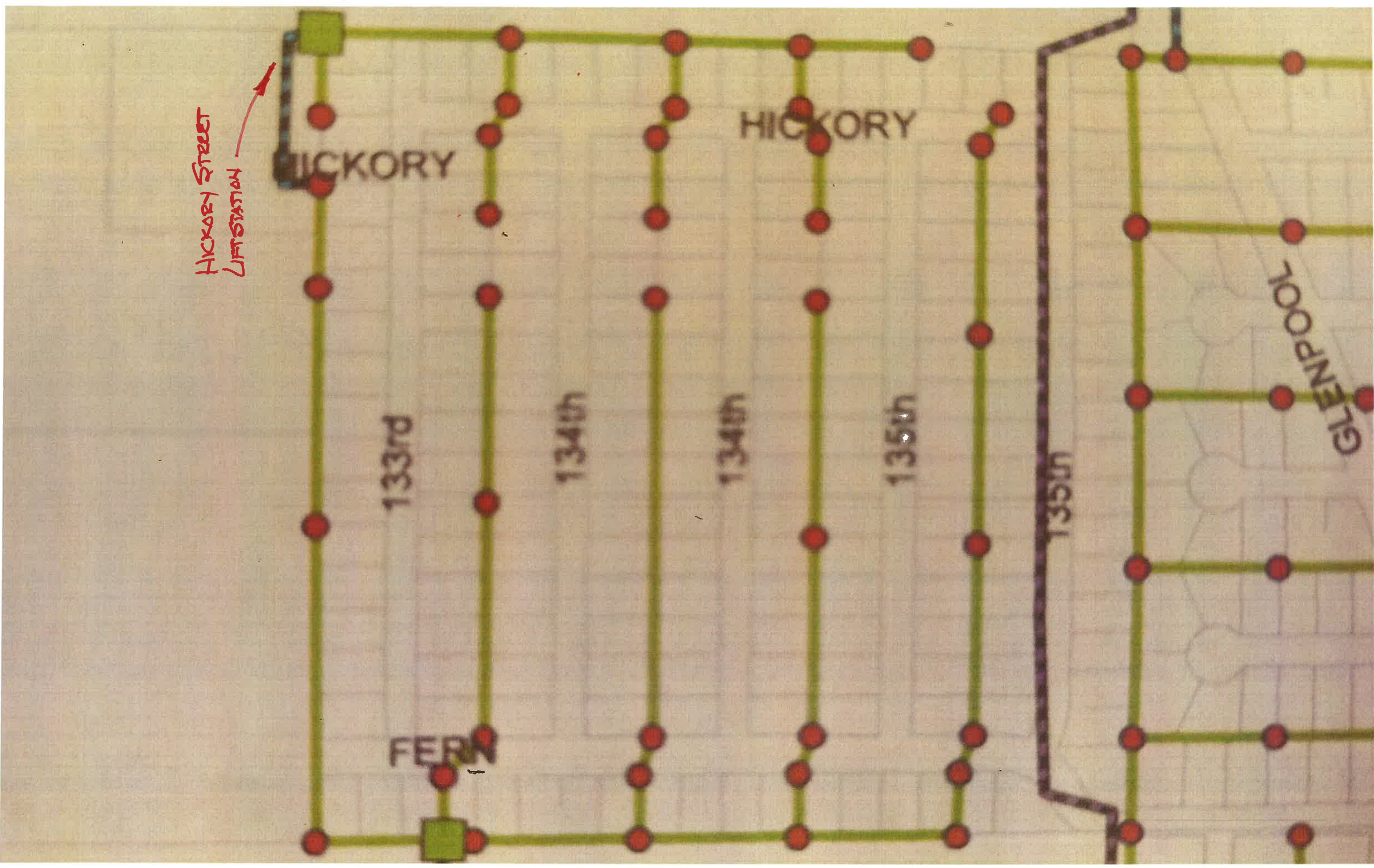
The fee for recording this plat is \$10.00.

The fee for recording this plat is \$10.00.

The fee for recording this plat is \$10.00.

The fee for recording this plat is \$10.00.

THE PLAT BOOK - TULSA COUNTY - COPYRIGHT 1980, ROY MALERNEE, CITY MAP SERVICE, TULSA, OKLAHOMA
FEDERAL LAW PROHIBITS REPRODUCTION FOR ANY PURPOSE WITHOUT PERMISSION OF COPYRIGHT OWNER.







MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ACCEPTANCE OF PUBLIC WATERLINE EXTENSION
181ST STREET – DAN BEELER PROPERTY**

DATE: APRIL 1, 2019

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public waterline improvements constructed to serve residential property owned by Dan and Zachary Beeler located approximately ½ mile west of US Highway 75 on the north side of 181st Street. The 8" ID waterline extension in question connects with an existing public watermain at the SW corner of the Triumph Church tract. The new waterline then extends west along the north side of 181st Street approximately 1655'. This waterline extension was permitted for construction by the Oklahoma Department of Environmental Quality (ODEQ) and was inspected by City staff during construction for compliance with the approved construction plans and State Health Department disinfection criteria. It should be noted that the subject waterline extension was constructed within several general utility easements and street rights-of-way previously approved and accepted by the City of Glenpool. The attached Maintenance Bond issued by the installation contractor covers 100% of the total cost of the waterline facilities in question for the required one-year period from City acceptance.

Staff Recommendation:

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

Attachments:

- A. 'As-Built' Waterline Construction Plans
- B. Associated Maintenance Bond

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

MAINTENANCE BOND

BOND NUMBER 1019668

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Southwind Homes

8217 South Maybelle Ave, Tulsa, OK 74132 as Principal,
and **OKLAHOMA SURETY COMPANY**, an Ohio corporation, having its principal place of business in the City of Tulsa and State of Oklahoma.

as Surety, are held and firmly bound unto City of Glenpool, 12205 S. Yukon, Glenpool, OK 74033

as Oblige, in the penal sum of Fifty Thousand Dollars & 00/100

_____ Dollars (\$ 50,000.00)

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has constructed certain improvements described as follows:

Install 8" Water Main-181st & HWY 75

Which said improvements have been constructed to conform with specifications prepared by _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal shall maintain said improvements for a period of One (1) Year year(s) against any failure due to defective workmanship or defective materials, said One (1) Year year(s) period to begin with the date of completion and acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect, subject however to the following express provision:

The Oblige, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs required to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs

Signed, Sealed and Dated this 12th day of March, 2019

Southwind Homes

Principal

By _____

Witness

OKLAHOMA SURETY COMPANY

By Cathy Combs Attorney-in-Fact

Attorney-in-fact

OKSmaintIN

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Travis E. Brown, Jamie Burris, Cathy Combs, John Kelly Deer, Vaughn P. Graham, Vaughn Paul Graham, Jr., Mark Edward Long, Stephen M. Poleman and Michael J. Swenton, all of TULSA, OK**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **28** day of **February**, 2018



ATTEST:

SHARON HACKL

Secretary

OKLAHOMA SURETY COMPANY

TODD BAZATA

VICE PRESIDENT

On this **28** day of **February**, 2018 before me personally appeared **TODD BAZATA**, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Oklahoma Surety Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS



Commission # 11008253

My Commission expires: 09-08-19

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of March, 2019



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

**TULSA CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES LABORATORY
5051 SOUTH 129th EAST AVENUE, TULSA, OK 74134
918-595-4200**

DAN BEELER
8217 S MAYBELLE AVE
TULSA OK 74132

LOCAL DEQ (TULSA)
5051 SO 129TH E AVE
TULSA OK 74134

MSIS #:
LAB ID - SAMPLE ID 9409 - 436193

COLLECTED	02/20/2019	11:30
RECEIVED	02/20/2019	15:58
ANALYZED	02/20/2019	16:30

FACILITY DAN BEELER
OWNER GLENPOOL
OPERATOR
COUNTY TULSA

PHONE: (918) 269-0095
FAX:

COLLECTOR DB
COLLECTED AT 181ST HWY 75 S
LOCATION CODE
CHLORINE

SAMPLER REMARKS

ANALYST REMARKS

TEST METHOD : PA/PA

Total Coliform: NEGATIVE

E. Coli: NEGATIVE

*The water is considered to be bacteriologically safe for human consumption.

Thursday, February 21, 2019

**TULSA CITY-COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES LABORATORY
5051 SOUTH 129th EAST AVENUE, TULSA, OK 74134
918-593-4200**

DAN BEELER
8217 S MAYBELLE AVE.
TULSA OK 74132

LOCAL DEQ (TULSA)
5051 SO 129TH E AVE
TULSA OK 74134

MSIS #:
LAB ID - SAMPLE ID 9409 - 436117

COLLECTED	02/19/2019	11:15
RECEIVED	02/19/2019	13:10
ANALYZED	02/19/2019	13:50

FACILITY DAN BEELER
OWNER BEELER, DAN
OPERATOR
COUNTY TULSA

PHONE: (918) 269-0095
FAX:

COLLECTOR DB
COLLECTED AT 181ST & HWY 75 S.
LOCATION CODE
CHLORINE

SAMPLER REMARKS

ANALYST REMARKS

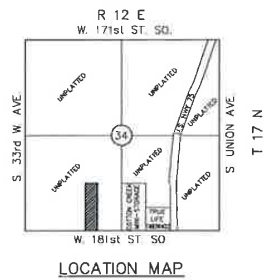
TEST METHOD : PA/PA

Total Coliform: NEGATIVE

E. Coli: NEGATIVE

*The water is considered to be bacteriologically safe for human consumption.

Wednesday, February 20, 2019



- LEGEND**
- B/L = Building Line
 - U/E = Utility Easement
 - P/W = Right of Way
 - L/A = Levels of No Access
 - A/E = Access
 - O/E = Drainage Easement
 - SSM = Storm Sewer Manhole
 - SSM = Sanitary Sewer Manhole
 - SSM = Storm Sewer Manhole
 - B/E = Power Pole
 - G = Guy
 - L = Light Pole
 - (I) = Storm Inlet
 - gm = Gas Meter
 - wm = Water Meter
 - Q = Fire Hydrant
 - V = Valve Box
 - S = Sign
 - T = Telephone
 - P = Property Corner
 - (S/S I.P.) = (Sewer I.P.)
 - 60.0 = Clean Out
 - 97.00 = Water Line
 - = Gas Line
 - = Electric Line
 - = Sewer Line
 - 97.00 = Grade Elevation
 - [] = Building
 - [] = Concrete
 - [] = Exist. Contour
 - [] = Finish Contour
 - [] = Silt Fence
 - [] = Dron Flow
 - [] = Drillage Area

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENHOLM STANDARDS & SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINE THE EXISTENCE OF UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF CITY OF GLENHOLM CALL AT LEAST 48 HOURS PRIOR TO THE START OF WORK, NO SOONER THAN 10 DAYS AND NOT LATER THAN 48 HOURS EXCLUDING SATURDAY, SUNDAY AND HOLIDAYS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COMMENCEMENT OF WORK. PHONE NUMBER IS 1-800-292-8543.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GLENHOLM. THE PROPOSAL SHALL BE INCLUDED IN THE COST OF THE ITEM OR WORK FROM WHICH IT IS A PART.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT FOR A TIME PERIOD AS DETERMINED BY THE CITY OF GLENHOLM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PERCENTAGE OF THE CONTRACT AMOUNT FOR THE PERIOD AS DETERMINED BY THE CITY OF GLENHOLM.
7. ALL BACKFILL UNDER PAVEMENT SHALL BE BACKFILLED WITH TYPE "A" AGGREGATE, COMPACTED TO 95% STANDARD PROCTOR DENSITY. ALL MATERIALS TO BE USED SHALL BE IN ACCORDANCE WITH AWWA C-601 TO CONSTRUCTION.
8. ALL PIPING AND LEAKAGE TESTING SHALL BE IN ACCORDANCE WITH AWWA C-601.
9. CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH AWWA C-631.

RECORD DRAWING

These drawings reflect construction as provided to us in writing by the Contractor and/or Inspector.

By W.E.L. Date 3-15-19

BENCHMARK: TOP OF IP @ SW LOT
CORNER-ELEV 705.95 NAVD88.

[illegible]

181st STREET WATERLINE

GLENPOOL, OK

PLANS AND ESTIMATE PREPARED BY:
LEWIS ENGINEERING, P.L.L.C.
6420 S. 221st E. AVE., BROOKLYN ARROW, OK 74014 918/754-4889 CA 3460 Exp. 6-30-19

6420 S. 221st E. AVE., BROKEN ARROW, OK 74014 918/254-4689 CA 3460 Exp. 6-30-19

DATE	PLAN SCALE
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100

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PROFILE SCALE
HORIZONTAL:

 $1^{\text{st}} = \text{NA}$

VERTICAL:

1° = NA

FILE	
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ATLAS PAGE NO.

DATE: 10-3-18



