



**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 May 1, 2023, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Utility Service Authority will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

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Passcode: 974088

Find your local number: <https://us02web.zoom.us/u/kdrY6w7ABX>

The GUSA Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER**.
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, MAY 1, 2023.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair	
C) Departmental Reports	
1) 2023-04 Water Sewer Report	3 - 4
D) Trustee Comments	
E) Public Comments	
F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by	

one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Minutes from April 3, 2023, and April 17, 2023 meetings. 5 - 9
[GUSA - 03 Apr 2023 - Minutes - Html](#)
[GUSA - 17 Apr 2023 - Minutes - Html](#)
- 2) Agreed Upon Audit Procedures Engagement Letter for FY22-23, with Elfrink and Associates, PLLC. 10 - 15
[Agreed Upon Audit Procedures Engagement Letter](#)
- 3) Purchase of 1 (one) Vac Trailer for a total purchase price of \$163,111.13, to be funded from GL Account Number 02-6-16-6333: Capital Purchases. 16 - 21
(Jesse Hale, Public Works Director)
[2023-05-01 PW Purchase - Vac Trailer c quotes \(003\)](#)

G) Consideration and appropriate action relating to items removed from the Consent Agenda

H) Scheduled Business

- 1) Discussion and possible action to elect Chair, tabled from April 17, 2023 meeting.
(Joyce G. Calvert, Chair)
- 2) Discussion and possible action to elect Vice-Chair, tabled from April 17, 2023 meeting.
(Chair)
- 3) Discussion and possible action to approve, deny or amend a Wastewater Treatment Facility Project Program Management Services Agreement between Glenpool Utility Services Authority (GUSA) and S2 Engineering PLLC. 22 - 44
(David Tillotson, City Manager)
[Staff Report - Agreement](#)

I) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on April 28, 2023, by 11:30 am.

Signed: Wendy Knight

Secretary



To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: April 2023 Water, Sewer, and Wastewater Treatment Plant Report

The following details of all work completed between March 29, 2023 – April 26, 2023

Wastewater Treatment Plant and Lift Stations:

- Daily testing performed
- Daily readings performed
- Daily flow monitoring performed
- Daily meter calibrations performed
- Weekly biological oxygen demand and total suspended solids samples to Green Co. Testing
- Daily addition of chemicals to lagoon
- Mowed, weeded, and sprayed (where needed) at lift stations and plant grounds
- Lift Stations inspected
- Vehicle and equipment maintenance performed
- Auger Motor is functional again, helping to take out solids from the raw sewage.
- Grinder shaft is in the shop
- Effluent Motor #3 is down. Distributors are actively looking for parts to repair VFD.
- Blower Motor #2 is down. Proceeding with repair, should be done by end of May.
- Jetrodded 4 possible sewer backup(s), city line(s) were clogged on all. (Wipes & Grease)

Water

- 322 Utility locates
- 133 service orders completed for the utility office
- 143 turn offs for non-payment
- 0 lock outs for non-payment (4/27 is next lockout date)
- Performed monthly meter reads and with 31 bad registers (RG3 is on backorder)
- 3 leaks repaired (12 repairs pending)
- 2 meters set (0 residential, 2 commercial)
- 31 pending meter sets (23 residential, 8 commercial)
- Monthly water samples taken and passed
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

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-
- 3 position(s) have been verbally accepted. Start dates are May 8(2), May 9 (1)
 - David Deere is back to work after recovery.

Misc.

- Streets and Parks assisted with leveling and sodding 10 yards that needed fixing after leaks

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MINUTES
GUSA Meeting
Monday, April 3, 2023 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT: Brandon Kearns
Tim Fox

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Sarah Cage
Gerald S. Gilbert
Jesse Hale
Jeremy Plane

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:36 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**
Wendy Knight called the roll, Chair Calvert declared a quorum present.
- C) Departmental Reports**
[2023-03 Water Sewer Report](#)
- D) Trustee Comments**
There were no Trustee comments.
- E) Public Comments**
There were no public comments.
- F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any**

Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Minutes from March 6, 2023 meeting.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the Consent Agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox				x
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	3	0	0	2

CARRIED.

[GUSA - 06 Mar 2023 - Minutes - Html](#)

G) Consideration and appropriate action relating to items removed from the Consent Agenda

H) Scheduled Business

- 1) Discussion and possible action to approve, deny or amend increasing GUSA's portion of the Employee & Child, Employee & Spouse, and Family Health Plans and GAP Plans to 90% of the total cost of the plan. (David Tillotson, City Manager)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To increase GUSA's portion of the Employee & Child, Employee & Spouse, and Family Health Plans and GAP Plans to 95% of the total cost of the plan.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox				x
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	3	0	0	2

GUSA
April 3, 2023

CARRIED.

[Staff Report - Benefits Pay Adjustment](#)

I) Adjournment

Chair Calvert declared the meeting adjourned at 6:39 p.m.



MINUTES
GUSA Special Meeting
Monday, April 17, 2023 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Gerald Gilbert
Joe Wuest
David Agbetunsin
Matt Graves

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:21 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**
Wendy Knight called the roll, Chair Calvert declared a quorum present.
- C) Trustee Comments**
There were no Trustee comments.
- D) Public Comments**
There were no public comments.
- E) Scheduled Business**
1) Discussion and possible action to elect Chair.
(Joyce G. Calvert, Chair)

Moved by Brandon Kearns, seconded by Chris Brobst

To table this item until May 1, 2023 meeting.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 2) Discussion and possible action to elect Vice-Chair.
(Chair)

Moved by Brandon Kearns, seconded by Chris Brobst

To table this item until May 1, 2023 meeting.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

F) Adjournment

Chair Calvert declared the meeting adjourned at 6:22 p.m.



Date: May 1, 2023

To: Honorable Mayor/Chairman and City Council/Trustees

From: Wendy Knight, City Clerk

Re: Reaffirmation of Agreed Upon Procedures Engagement Letter with Elfrink and Associates, PLLC, for FY 2022-2023 Annual Audit of Compliance with Glenpool/Creek II Settlement Agreement of May 2015

Background

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Essential terms of the Settlement Agreement that are audited include:

- Whether Glenpool has accurately reported all new water customer connections within the "Permissive Area" and paid to Creek-2 the corresponding Meter Connection Fees in the initial amount of \$800 per tap of less than 1-inch and \$1,200 per tap for lines of 1-inch or more diameter, as adjusted annually in accordance with the CPI-U.
- Whether Glenpool has accurately reported all Active Water Connections maintained by Glenpool within the Permissive Area and paid to Creek-2 a monthly Royalty in the initial amount of \$7.75 per month for each such connection, as adjusted annually in accordance with the CPI-U. [This now also includes "Construction Meters."]

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- Confirm that no Meter Connection Fees and no Royalty payments have been paid to Creek-2 for Glenpool water customers situated in the Released Area, defined as the Glenpool city limits as of March 2, 2012.
- Whether Creek-2 has charged its water customers who choose to connect to the Glenpool sanitary sewer system the applicable sewer rate, based on water usage, and remitted the corresponding amount to Glenpool on a monthly basis (whether or not the customer pays Creek-2 the amount of the bill).

Creek-2 and Glenpool have used the services of Elfrink and Associates, PLLC, (Anne Elfrink) for the past six fiscal year annual audits. She recently confirmed with both parties that they would like to use her services again. In response she sent the attached engagement letter, representing that she is prepared to do the FY22-23 Annual Audit in accordance with the same agreed-upon procedures used for the last six fiscal years.

Recommendation

Staff recommends that the City Council, the Glenpool Utilities Service Authority's Board of Trustees, and the Creek-2 Board of Directors approve the attached engagement letter setting forth procedures first adopted on October 24, 2016 and updated to May 11, 2020.

Attached

- Agreed Upon Audit Procedures Engagement Letter for FY 2022-2023

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Elfrink and Associates, PLLC

Member of the AICPA, OSCP, and GFOA

8905 S Yale Avenue, Suite 102
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

April 10, 2023

City of Glenpool/Glenpool Utility Service Authority and
Creek County Rural Water District No. 2
12205 S. Yukon Ave.
Glenpool, OK 74033

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Glenpool/Glenpool Utility Service Authority ("Glenpool") and Creek County Rural Water District No. 2 ("Creek-2" for the audit period of July 1, 2022 through June 30, 2023 ("Auditable Period").

SCOPE OF SERVICES

We will apply the agreed-upon procedures described below to be performed in accordance with the applicable attestation standards of the American Institute of Certified Public Accountants and the fieldwork reporting standards in *Government Auditing Standards*. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the schedule below for any purpose. If, for any reason, we are unable to complete the procedures, we will describe the restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on the financial statements, underlying data, or the procedures being conducted to prepare such statements. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2. It should not be used by anyone other than the specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the parties.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The specific procedures to be performed are:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.
2. We will obtain building permit records for all new construction within the Permissive Area during the Auditable Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.
3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Auditable Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. We will document our understanding in writing.
2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.
3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. We will compare the calculation above to the actual amounts paid to Glenpool for the Auditable Period and reconcile any differences noted.

Procedures Applicable to Creek-2 and Glenpool

- I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling*, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.
3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

We understand that your employees will assist in locating documents and obtaining data files we request.

The documentation for this engagement is the property of Elfrink and Associates, PLLC and constitutes confidential information. This documentation will be retained for a minimum of five years after the report release date.

Our fee for these services will be a flat baseline fee of \$11,600 for the audit period covering July 1, 2022 through June 30, 2023 plus \$20 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority in the permissive area and each shared utility customer.

Our invoice for these fees will be rendered upon delivery of our final report and is payable on presentation. However, if we are prevented from continuing our work due to delays in availability of client staff or information, or any other mechanism outside of the jurisdiction and control of our firm, we will bill for services rendered on a monthly basis at our standard rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. An invoice that is not paid within 45 days of the billing date will accrue interest at the rate of 6% per annum from the date of the invoice. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If an expansion of scope beyond those specific procedures identified above is necessary, we will discuss it with you before we incur additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Glenpool and Creek County Rural Water District No. 2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Elfrink and Associates, PLLC

AFFIRMATION:

This letter correctly sets forth the understanding of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No 2 for the Auditable Period of July 1, 2022 through June 30, 2023.

FOR THE CITY OF GLENPOOL:

By: _____

Title: _____

Date: _____

FOR THE GLENPOOL UTILITY SERVICE AUTHORITY:

By: _____

Title: _____

Date: _____

FOR THE CREEK COUNTY RURAL WATER DISTRICT NO. 2:

By: _____

Title: _____

Date: _____

City Of Glenpool

Creating Opportunity

To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: Vac Trailer Purchase

Public Works needs a new vacuum trailer. This essential tool will be used to keep our 13 lift stations clean and maintained. As of now we have no in-house solution to deal with sewage overflows, dirty lift stations, or clogged storm drains. Overflows either run down the creek or the city must outsource a vacuum truck company to clean up our mess at ~\$0.70 per gallon. In addition, the city's current jet rod machine is failing due to age and usage.

This new vac trailer will become the primary tool in cleaning clogged city sewer lines as well as:

- potholing or daylighting to safely expose underground utilities
- cleaning of storm drains
- pressure washing equipment
- dewater from dig sites

Currently, we have funds remaining in sewer improvements for FY2023 that are not allocated to any projects.

Recommendation:

Staff recommends purchasing Vac trailer from Key Equipment for \$163,111.13 using the 02-6-16-6333 Capital Purchases account.

Attached:

Quote from Key Equipment
Quote from Frontier Sales



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April 27, 2023

City of Glenpool
Attn: Mr. Jesse Hale
12205 South Yukon Ave
Glenpool, OK 74033



RE: Pipehunter-VacHunter 43315

Jesse,

Key Equipment and I greatly appreciate the opportunity to work with you again for your sewer equipment needs. Below is pricing for a PipeHunter VacHunter 43315 tandem axle Vac/Jet Trailer.

Features of the VacHunter 43315 Trailer Include:

Debris Tank

- 800 Gallon Capacity 4 Yards) Stainless Steel Debris Tank & Door 60"
- Hydraulic Rear Door
- Hydraulic Dump Tank Lift
- High-Pressure Body Washout System
- 3" Drain Port with 10' lay flat Hose
- Debris Tank Float Ball Indicator
- Ladder On Debris Tank
- 6" Knife valve for drain hose Valve

Water System

- Dual 150 (300) Gallon Water Tanks - Aluminum
- 25' Fill Hose w Storage Rack
- Hydro excavation Gun with 0 deg tip 1 STD
- Spinner Nozzle Rip Saw 1 STD
- Ext. Barrel 5' 3/4" Tube 1/2" Connections 1 STD
- 25' Retractable Handgun Reel w 25' x 1/2" hose- Std
- Storage Tube Hydro X Barrels

Water Pump

- 3000 PSI @ 15 GPM Water Pump-Belt Drive- Std.
- Air Purge
- Winter recirculation

Engine

- TIER 4 FINAL KUBOTA Or Kohler Diesel 74 HP With Clutch
- 15 Gallon Fuel Tank W Sight Tube
- Electric Throttle Upgrade
- Digital Gauge Package & Tachometer Low Pressure High Temp Shutdown
- Engine Shroud/ Belt Guard/ Fenders – Aluminum

Blower options

- Final filter
- 950 CFM Blower
- Cyclone Separator Dual
- Final Filter
- Vacuum Breaker

4" Vacuum System

- 36" x 4" Crown Nozzle
- 4" Flex Hose (4" x Boom Hose w/camlocks)
- 4 Pipe Storage Rack 4"
- 48" x 4" Vacuum Tube w/camlocks
- 60" x 4" Vacuum Tube w/camlocks

Electrical Options

- Light - Strobe Light w/Limb Guard LED
- Light - Low Water Warning Light
- Light - Work Light (BOOM) LED
- Light - Work Light (BOOM) LED
- L.E.D. Upgrade Marker and Taillights Only

Boom Options

- Boom 8' of Reach from Center line
- Powered Boom Rotation Std w/Boom
- Boom Pendant Control- Up/Down, Telescope, Boom Swing. 30' lanyard STD w/boom

Toolboxes

- Drawbar, locking - Aluminum, 52" x 26" x 15.5"

Accessories

- Hydrant Wrench
- Lateral Reel Electric 300' Cap. with 300' x 1/2" jet hose, ball valve, button nozzle w/mounting bracket
- Traffic Cone Rack - Deck Mount

Frame and Axle

- Dual #10000 Axles 16K W/Electric Brakes Hitch 3 positions
- Industrial Jack Stand 10000 LB
- DOT lighting package
- Pintle Hitch
- 6" Frame
- PipeHunter Speed Liner Frame & Reel

(1) One New 2023 VacHunter Machine: **\$ 158,661.13**

Additional Options

(2) SetCom Safety Hands-Free Communication Headsets: **\$ 1,750.00**

(1) KEG ½" Sanitary Sewer Nozzle Kit: **\$ 2,700.00**
(Cleaning, Traction, Rambo, Rotor Nozzle, and Case)

Total Price to the City of Glenpool: **\$ 163,111.13**
Freight, Delivery, and Lifetime Training Included*

Thank you again for considering Key Equipment & Supply Co. and PipeHunter for this purchase. If you have any questions, or would like additional information, please don't hesitate to contact me at (405) 812-5827 or jpandian@keyequipment.com.

Respectfully,

Joshua Pandian

Joshua Pandian
Territory Manager
Key Equipment & Supply Co.



Sample Photo*

St. Louis

Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City

Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

Springfield

Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408



QUOTE

Date	QUOTE #
4/6/2023	QUOTE 3537

Name / Address
GLENPOOL, CITY OF 12205 S. YUKON AVE. GLENPOOL, OK. 74033

Ship To
GLENPOOL, CITY OF 12205 S. YUKON AVE. GLENPOOL, OK 74033

Item	Description	Qty	Cost	Total
Misc. Parts	One new and unused Vac-Con Neptune trailer. 800 Gal. Debris, 325 Gal. water, no boom 74 HP Kubota Diesel, 909 CFM/16" Hg Standard Equipment Includes: Kubota Tier 4 Diesel 30 Gal. Fuel Tank PD Blower CFM/16" Hg Debris Tank 55 Degree Hydraulic Dump Hydraulic Dump Door Water & Airtight Quick Dump HDPE Water Tank 20 GPM @ 2000 PSI Water Pump Water Recirculation Water Digger Wand w/wobble nozzle Wash Down Wand 200' of 1/2" Sewer hose and reel Hose Reel & 50' of 3/8" high pressure hose Steel Tool Box - Black powder coated Crown Nozzle - 6' x 4" Alum. (2) Extensions - 6' x 4" Alum. Trailer - Welded Rect. Tube Steel Wheel chocks Axles - 2 @ 10K Ea. Dual wheel, Rims - Steel 4" Lil Hummer Silencer Fully Enclosed Power Pack 6" Decant Knife valve rear door Elec. Clutch on water pump Hydrant wrench & 50 micron filter bag Pendant Control (only w/Boom) Vacuum E-Stop - 100' cord Tool Rack (1) cleaning nozzle & (1) penetrator nozzle Unit comes with all standard features and the following options: 15 gpm @ 3000 psi water pump in lieu of 20 @ 2000 Rear door hydraulic locks Upgrade to 300' Sewer hose & reel 9' Boom with Hyd Up/Down & 2' Hyd Extension, manual rotation, 4" - 16' boom	1	176,490.70	176,490.70T
		Subtotal		
		Sales Tax (0.0%)		
		Total		



QUOTE

Date	QUOTE #
4/6/2023	QUOTE 3537

Name / Address
GLENPOOL, CITY OF 12205 S. YUKON AVE. GLENPOOL, OK. 74033

Ship To
GLENPOOL, CITY OF 12205 S. YUKON AVE. GLENPOOL, OK 74033

Item	Description	Qty	Cost	Total
	hose, boom lights PRICING IS PER OKLAHOMA STATE CONTRACT# SW-193 OKLAHOMA STATE CONTRACT OFFICER: LINDA LECHTENBERG 405-522-0436 LINDA.LECHTENBERG@OMES.OK.GOV			
		Subtotal	\$176,490.70	
		Sales Tax (0.0%)	\$0.00	
		Total	\$176,490.70	

ALL QUOTES ARE GOOD FOR FIFTEEN DAY UNLESS OTHERWISE STATED ON QUOTE. ANY QUOTES FOR REPAIRS SHOULD BE CONSIDERED AS ESTIMATES. PRICING ON REPAIRS CAN CHANGE 405-354-2611



To: Chairman and Board of Trustees, Glenpool Utility Services Authority
From: David Agbetunsin, City Engineer
Date: May 1, 2023
Re: Approval of Agreement for Project Program Management Services between Glenpool Utility Services Authority (GUSA) and S2 Engineering PLLC.

Background:

The City of Glenpool, hereafter referred to as "The City", received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

The City requested Qualifications for program Management Services for the WWTF project on February 15th, 2023. After careful consideration of the two respondents to the RFQ, the City has selected S2 Engineering, PLLC, as the Project Program Manager (PPM) to provide program management services for the project.

The PPM would provide project program management services to successfully complete the project. The PPM would provide the City with technical services in compliance with the ARPA grants. The Core Tasks of the PPM would include:

- Project Administration
- Design Consultant Selection Phase
- Regulatory Approval/Permits
- Public Communication Phase
- Detailed Design Phase
- Bidding Phase
- Construction Phase
- Plant Start-up.

Other tasks provided as needed include.

- New Site Property and Topographic Survey
- Site Flood Plain Permitting
- Environmental Information Document (EID)
- ARPA Grant Administration Coordination

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

The Agreement for Program Management for the Wastewater Treatment Facility is attached to this report. The total compensation for the core tasks and targeted tasks is \$999,765.00. The details of the scope of work and compensation are in Attachment A to the Program Management Services Agreement.

Staff Recommendation:

Staff recommends the approval of the agreement for program management services between GUSA and S2 Engineering PLLC.

Attachments:

- Agreement for Program Management for the Wastewater Treatment Facility
- Attachment A to Program Management Services Agreement between GUSA, City of Glenpool and S2 Engineering PLLC.

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AGREEMENT FOR PROGRAM MANAGEMENT

WASTEWATER TREATMENT FACILITY PROJECT PROGRAM MANAGEMENT SERVICES CITY OF GLENPOOL, OKLAHOMA

THIS AGREEMENT, including Attachments is between Glenpool Utility Services Authority, City of Glenpool (Owner) and S2 Engineering PLLC (Project Program Manager (PPM)).

WITNESSETH:

WHEREAS Owner intends to perform Wastewater Treatment Facility Expansion Project (the Project) in accordance with state and federal requirements; and,

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

WHEREAS PPM is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 1st day of May 2023.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY PPM

PPM shall perform the Services described in Attachment A.

ARTICLE 4 - COMPENSATION

The Owner shall pay PPM for Services rendered in accordance with the table set forth for Core Tasks (lump sum) and Targeted Tasks ("not-to-exceed") in Attachment A. For Targeted Tasks where compensation is established as a "not-to-exceed" amount, compensation shall be calculated using the hourly rates set forth in Attachment A, Exhibit 4.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

The Owner shall be responsible for all matters described in Attachment A.

ARTICLE 6 - STANDARD OF CARE

PPM shall perform the Services consistent with the skill and care ordinarily provided by program managers providing similar services with respect to projects of comparable

purpose, function, and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the PPM to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the PPM pursuant to this Agreement or the suitability of PPM's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

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

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

7.3 Consequential Damages. PPM shall not be liable to the Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits. Subject to the limitation provided in paragraph 7.5, PPM shall be liable only for such actual damages as flow directly from a breach of this Agreement.

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

7.5 Limitations of Liability. To the fullest extent permitted by law, PPM's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed \$50,000 or the amount of PPM's total fee paid by the Owner for Services under this Agreement, whichever is the greater.

ARTICLE 8 - INSURANCE

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

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$250,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.

- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

PPM shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

PPM shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to PPM in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the PPM has acted in good faith and consistent with the standard of care set forth in Article 6, PPM shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since PPM has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, PPM's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. PPM does not guarantee that proposals, bids, or actual Project costs will conform to PPM's cost estimates or that actual schedules will conform to PPM's projected schedules. PPM shall complete the Services within the time frame outlined on Attachment A, Exhibit 2, Tentative Project Schedule, subject to conditions which are beyond the control of the PPM.

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

The PPM assigns to the Owner all of its rights, including copyright, in and to the Instruments of Service provided, however, that PPM shall have the unrestricted right to their use. PPM shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property not created by PPM, as a part of the performance of the Services. Rights to intellectual property (other than the Instruments of Service) developed, utilized, or modified in the performance of the Services shall remain the property of PPM.

ARTICLE 14 - TERMINATION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to PPM. Upon receipt of such notice, PPM shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay PPM for all the Services performed through the date of termination. Upon restart, an equitable adjustment shall be made to PPM's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - COMMUNICATIONS

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

PPM: S2 Engineering PLLC
P.O. Box 2347, Broken Arrow, OK 74013
Attention: Srin Sundaramoorthy, P.E.
Principal Engineer

Owner: City of Glenpool
12205 S Yukon Ave.,
Glenpool, OK 74033
Attention: Mr. David Agbetunsin
City Engineer

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

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

Owner: Glenpool Utility Services Authority

PPM: S2 Engineering PLLC

By: _____
Joyce Calvert

By:

Title: Chairman

Date: _____

Srinivasan Sundaramoorthy, P.E.
(Srin Sundaramoorthy)

Title: Principal Chief Executive Manager_

Date: _____

Approved:

City Attorney:

Attest:

Wendy Knight
City Clerk

**ATTACHMENT A
TO
PROGRAM MANAGEMENT SERVICES AGREEMENT
BETWEEN
GLENPOOL UTILITY SERVICES AUTHORITY, CITY OF GLENPOOL
AND
S2 ENGINEERING, PLLC**

**WASTEWATER TREATMENT FACILITY PROGRAM MANAGEMENT SERVICES
SCOPE, COMPENSATION AND SCHEDULE**

I. BACKGROUND

City of Glenpool (City or Owner) plans to expand the capacity of its existing wastewater treatment plant facility (WWTF) and has secured a grant under the American Rescue Plan Act (ARPA) program for the project. Owner has selected S2 Engineering, PLLC (S2E or PPM) as the Project Program Manager (PPM) to provide the WWTF project program management services to successfully complete the project.

The proposed project is a Sequencing Batch Reactor (SBR) Wastewater Treatment Plant (WWTP) to replace the existing aerated lagoon wastewater treatment plant. The project is located in the SW1/4, NW1/4 of Section 11, T17N, R12E, EIM, Tulsa County, Oklahoma. The Proposed WWTP would involve the decommissioning of the existing aerated lagoon system to be repurposed as a wet weather Flow Equalization Basin (FEB). The proposed project would include the following design components:

- Parshall Flume: The decommissioning of the existing Parshall flume
- Grinder Unit with Augur Screen: Installation of a second grinder unit with augur screen to be installed in the west channel to replace the existing manual bar rack.
- Influent Pump Station: Reusing the existing influent lift station. Replacing the three existing pumps and including a fourth pump, to meet the design criteria.
- New Headwork: Provision of a new headwork building with influent flow measurement and grit removal.
- New Sequencing Batch Reactor: A new three-basin SBR is proposed with the following design Criteria.
- Disinfection System: The existing hypochlorite and sodium bisulfite solution system will be maintained and continued to be used for disinfection requirements.
- Effluent Pump Station: The existing effluent pump station will be reused. The submersible pumps would be replaced with new pumps.
- Effluent Force main Discharge to Arkansas River: The effluent force main approximately 4.8 miles to the Arkansas river would be used for discharge to the Arkansas River.
- New Aerobic Digesters: New Aerobic Digesters would be provided to digest the waste sludge from the SBR process.
- Digested Sludge Dewatering: A new sludge dewatering building with new belt filter presses, sludge conveyor, sludge feed pumps and a loading area will be provided.
- Sludge Final Disposal: Final sludge disposal

The project program management services (PPM) scope, compensation and schedule are described below.

II. SCOPE OF WORK

S2 Engineering, PLLC is referenced as S2E or the Project Program Manager (PPM). The PPM shall function as the extension of the Owner's engineering department and provide the Owner with technically sound and prudent advice that are flexible to meet current and future needs, cost effective, meet regulatory mandates, and comply with ARPA grants guidelines. The project scope elements include the following core and targeted tasks:

Core Tasks. The core project tasks include the following:

- A. Project Administration
- B. Design Consultant Selection Phase
- C. Regulatory Approval/Permits
- D. Public Communication Phase
- E. Detailed Design Phase
- F. Bidding Phase
- G. Construction Phase
- H. Plant Startup

Targeted Tasks: The targeted tasks include the following:

- TT1. New Site Property and Topographic Survey
- TT2. Site Flood Plain Permitting
- TT3. Environmental Information Document (EID)
- TT4. ARPA Grant Administration Coordination

Detailed description for each task is provided below.

A. Project Administration. This task includes the Project Program Managers' (PPM's) internal project administration duties including the following:

- 1. Project Initiation and Setup. PPM's internal project and accounting setup.
- 2. Coordination of PPM's project team.
- 3. Preparation of monthly progress reports to Owner. PPM shall also conduct monthly progress review meetings with the Owner as directed by the Owner.
- 4. General project communication with the Owner to include telephone, email, video conferencing and other forms of digital and written communication.

B. Design Consultant Selection Phase. The Owner plans to select a Design Consultant (DC) to serve as the Engineer of Record (EOR) for the project. As EOR, the selected DC will be responsible for the project engineering design, bidding, and construction administration services for the project. The PPM shall provide the following services to the Owner for the design consultant selection:

- 1. ***Preparation of Request for Qualification (RFQ) for the design consultant selection.*** The PPM shall assist the Owner in the preparation of the RFQ that complies with the federal procurement procedure 2 CFR 200:317-327 and ARPA guidelines for procurement.
- 2. ***Design Consultant Selection Process.*** The PPM shall:

- a. Distribute the RFQ to list of potential Design Consultants approved by the Owner.
 - b. Conduct a common meeting for all potential Design Consultants and present project information and RFQ requirements.
 - c. Respond to Design Consultants' questions and request for clarification by preparing and distributing RFQ addendum(s). PPM shall also conduct common site visits with all prospective Design Consultants and provide existing facilities information. Potential Design Consultant will submit the RFQ directly to the Owner.
 - d. Gather the RFQ submittals from the Owner, prepare a summary of content relevant to the RFQ ranking criteria for Owner's use. The PPM shall meet with the Owner's Design Consultant selection committee to facilitate Owner's review of the RFQs to identify and rank the most qualified Design Consultant and determine of follow-up interview presentation by the Design Consultant.
 - e. Coordinate with the Owner to schedule, conduct and facilitate Design Consultant interview process to select the most qualified Design Consultant for the project.
 - f. Once the Design Consultant is selected by the Owner, on behalf of the Owner, PPM shall notify the unsuccessful teams and participate in the de-brief meetings with the unsuccessful teams.
 - g. PPM shall assist the Owner in responding to any protest or follow up communications from unsuccessful teams.
 - h. Provide assistance to the Owner's staff and city attorney throughout the selection process.
3. ***Design Consultant Services Agreement.*** On behalf of the Owner, the PPM shall coordinate with the selected Design Consultant (DC) to develop a scope of work, contract terms and compensation that are favorable to the Owner with best overall value to the project and within the project budget. The PPM shall assist the Owner's staff and the city attorney throughout the agreement finalization process. The DC scope of services shall cover the detailed design, bidding and construction management and plant startup services.

Once an agreement is reached between the DC and the Owner, the PPM shall assist the Owner in coordinating with the Oklahoma Water Resources Board (OWRB) as necessary for the ARPA guidelines and grant reimbursement process.

The PPM shall assist the Owner and attend city council meetings as requested by the Owner throughout the DC agreement approval process. Once the agreement is approved, the PPM shall assist the Owner in the issuance of notice to proceed to the DC.

C. Regulatory Approval / Permits. The following regulatory approvals and permits are required for the project and the PPM shall assist the Owner in securing them.

1. **Flood Plain Permit.** The proposed plant expansion will require additional land adjacent to the existing plant site. The adjacent land is partially in the 100-year flood plain that will require flood plain development permit. The PPM shall assist the Owner in securing the flood plain permit. It is noted that the flood plain permit process will require Coal Creek flood plain analysis as included in targeted task item TT2 below.
2. **Wetlands Mitigation-USACE 404/401 Permit.** Wetlands delineation study and the approved jurisdictional determination issued by the USACE identified certain wetlands within the proposed site. To reclaim the existing wetlands on site, wetland mitigation through USACE 404/401 permit will be required. Wetland mitigation can be accomplished using “mitigation bank” or “In-lieu Fee Program” approved by the USACE. The PPM shall evaluate and summarize the various mitigation options including the schedule and cost impacts, and recommend an appropriate mitigation strategy approvable to the USACE that benefits the owner the most. The PPM shall prepare the necessary USACE 404/401 permit applications and coordinate with the USACE to secure its approval.
3. **ODEQ Consent Order Management.** The city of Glenpool is currently under ODEQ Consent Order 19-289 (Addendum A) that requires certain tasks and scheduled to be met by the city.

S2E is currently under a separate engineering services agreement dated February 21, 2023 (“Wasteload Allocation Study and Wetlands Delineation Report”) with the GUSA for certain services that includes updating the 2020 Engineering Report and coordinating with DEQ with respect to Task A of the Consent Order 19-289. S2E efforts and compensation for DEQ coordination for the approval of the engineering report are included in the February 21, 2023 agreement and will not be duplicated here. The “ODEQ Consent Order Management” services included are from the approval of the Engineering Report.

The PPM shall assist the Owner in administering and managing the tasks in compliance with the consent order requirement during the design, construction, and startup of the project. Such assistance shall include but not limited to the following:

- a. Communication and meetings with ODEQ on behalf of the Owner.
 - b. Preparing progress report and responding to notice of violations, deficiencies, and enforcement orders from ODEQ.
 - c. Assist the current plant staff in the prudent plant operations, guidance, and control strategies.
4. **ODEQ Permit-To-Construct.** The PPM shall coordinate with the Design Consultant in obtaining the ODEQ permit-to-construct for the project.
 5. **Plant Discharge OPDES Permit Modification.** The existing plant OPDES Permit (OK0027138) is based on current design flow of 1.44 MGD and must be modified for the new SBR Plant flow of 3.0 MGD. The waste load allocation report was already approved by ODEQ in 2022. The PPM will

assist the Owner in modifying the existing OPDES permit using the approved WLA.

6. **Permit Fees.** For the “Core Tasks” all permit fees and application fees required by the regulatory agencies and governing bodies shall be paid by the Owner separately and are not included in the PPM’s compensation. (Note exceptions listed under Targeted Tasks activities).

D. Public Communication Phase. The proposed plant expansion will require a major construction permit from ODEQ that requires a public information meeting. In addition, recent odor complaints from neighbors will likely result in more public awareness of the project that will require public participation. The PPM shall assist the Owner with the public participation and communication requirements. Such assistance shall include but not limited to:

1. Preparation of messages and contents for public distribution, posting on Owner’s public access portals and websites.
2. Represent the Owner and attend public information meetings, public hearings, news organization request for information.
3. Prepare for Owner’s use news releases, project status and information updates.
4. Material and printing costs for all public distribution materials including but not limited to handouts, brochures, web-portals, and electronic media are the responsibility of the Owner.

E. Detailed Design Phase. The Design Consultant (DC) shall be the Engineer of Record (EOR) for the project with responsible charge for the entire scope of the project including the design and construction phase. The PPM shall function as the Owners representative to coordinate and monitor the Design Consultant’s services for the project for the benefit of the Owner. The PPM shall provide the following services during the detailed design phase:

1. **Information and Data Gap.** The PPM shall be the owner’s representative to gather and furnish information and data gap requests from the DC.
2. **Design Reviews.** The PPM will use its expertise and resources to perform design reviews throughout the design phase to provide a new plant that is flexible, meets current needs, and posture for future expansion.
3. **Plant Site Visits.** The PPM will coordinate with the DC to identify other plant site visits to benefit the plant operator in showing the technology and help in the design decisions.
4. **Scope and Schedule Monitoring and Controls.** The PPM will monitor the DC’s scope of work and advise the Owner. The PPM will monitor the project schedule and advise the Owner of necessary remedial actions, if warranted.
5. **Meetings.** The PM will represent the Owner and participate in the progress meetings, regulatory agency meetings and phone/videoconference calls.
6. **Project Documentations.** The PPM will maintain project documentations containing information provided by the DC, documentation of design decisions, project information and other relevant information for the project.

7. **Cost Control.** The DC is the Engineer-of-Record for the project who is responsible for the design and project construction and operation cost estimation. The PPM shall review cost information provided by the DC and advise the Owner on mitigation strategies for cost and budget control. If needed, the PPM shall assemble a team consisting of its own resources and experts from the DC to perform value engineering-type review to identify and implement value enhancement and cost reduction for the project.
 8. **DC Invoice Review.** The PPM shall review the periodic payment request from the DC and advise the Owner on approval and payment.
- F. Bidding Phase.** The Design Consultant (DC) shall be the Engineer of Record (EOR) for the project with responsible charge for the entire scope of the project including the design and construction phase. The PPM shall represent the Owner in reviewing the bid documents and coordinate with the DC to assure the documents meet the ARPA competitive public bidding guidelines. The PPM shall represent the Owner and attend pre-bidding meeting, review addendums prepared by the DC, attend bid opening, review DC's recommendation of bids and awards for the Owner.
- G. Construction Phase.** The Design Consultant (DC) shall be the Engineer of Record (EOR) for the project with responsible charge for the entire scope of the project including the design and construction phase. The PPM shall represent the Owner in monitoring the construction of the project, review quality control/quality assurance (QA/QC) documentations provided by the contractor and the Design Consultant and advise the Owner. The PPM scope includes but not limited to the following:
1. Participate in the periodic progress meetings between the contractor and the design consultant.
 2. Perform periodic site visits to monitor the construction progress and provide summary report to the Owner.
 3. Review inspection reports and communicate to the Owner for any necessary action.
 4. Review and advise Owner on contractor's periodic pay requests.
 5. Review request for information, change orders and field changes requested by contractor and/or the DC and advise the Owner for appropriate action.
- H. Plant Startup.** Transitioning from aerated lagoon system to a state-of-the-art SBR plant will be a big paradigm shift for Glenpool both in terms of manpower need and annual operational and maintenance (O&M) costs. The PPM will coordinate with the Design Consultant in identifying the manpower needs and annual O&M costs for budgeting. The PPM will coordinate with the Design Consultant to incorporate (by the DC) proper supervisory control and data acquisition (SCADA) technology and notification protocols in the design to minimize manpower needs and enhance plant operation. The PPM will monitor and document the status of operator startup training and advise the Owner for any addition actions.

Targeted Tasks: The detailed scope for the targeted tasks include the following:

TT1. New Site Property and Topographic Survey. The PPM shall provide the site property and topographic survey (by Oklahoma registered professional land surveyor) as described below (refer to attached Exhibit 1):

1. Boundary survey and legal descriptions for Area 1, Area 2, and Area 3.
2. Topographic survey (1-foot contours) for Area 1, Area 2, and Area 3.
3. Bathymetric survey of pond in Area 2.
4. Topographic survey of heavy-tree areas using Lidar data provided through OK Maps.
5. Coal Creek flowlines.

Note. The owner is responsible for the new site purchase including appraisal and purchase negotiations.

TT2. Site Flood Plain Permitting. Part of the proposed plant expansion site is in the 100-year flood plain and floodway. A flood plain permit is required for the site. This requires a hydraulic analysis of the new plant expansion on Coal Creek and preparation of the No-Rise Certificate. The PPM scope of work for this task will include the following:

1. No-Rise Analysis:
 - Obtain effective FEMA model for Coal Creek.
 - Geo-reference the effective model.
 - Update model to reflect current conditions.
 - Add additional cross-sections around the proposed grading.
 - Modify cross-sections to reflect the proposed grading.
 - Analyze up to three (3) grading alternatives.
 - Prepare water surface comparison table for current vs proposed conditions.
 - Prepare summary report for submittal to City of Glenpool
 - Prepare Certificate of No-Rise for submittal to City of Glenpool
2. Conditional Letter of Map Revisions (CLOMR):
 - Prepare summary report for FEMA CLOMR submittal.
 - Complete FEMA MT-2 forms.
 - Obtain signed construction drawings (provided by Design Consultant)
 - Obtain Endangered Species Act compliance documentation (obtained from EID)
 - Submit CLOMR application to FEMA.
 - Pay FEMA Review Fee (\$7,000).
 - Respond to any FEMA comments.
 - Obtain CLOMR approval.
3. Letter of Map Revisions (LOMR):
 - Prepare summary report for FEMA LOMR submittal.
 - Complete FEMA MT-2 forms
 - Obtain certified as-built drawings (provided by Design Consultant)

- Submit LOMR application to FEMA.
 - Pay FEMA Review Fee (\$9,000).
 - Respond to FEMA comments.
 - Obtain LOMR approval.
4. FEMA Levee Certification:
- Not included in the scope of services but can be added if required and requested by Owner.

TT3. Environmental Information Document (EID). An Environmental Information Document (EID) will be necessary in accordance with the OWRB guidelines for the ARPA grant project. The PPM will prepare the EID following the guidelines of the OWRB and ARPA funding requirements. The EID will be submitted to the OWRB /Oklahoma Funding Agency Coordination Team (OFACT) for approval. The EID will include the following:

- Agency/Tribal Coordination
- Waters of the US and Wetland Delineations (use wetlands delineation report prepared in 2022)
- Water Quality Issues or Concerns Assessment
- Floodplains (use flood plain permit from Task TT2)
- Formally Classified Lands
- Prime Farmlands Evaluation
- Biological Assessment-Federally-listed T&E Species, Fish & Wildlife Resources, Vegetation)
- Recreational Resources-Federal / State /Local-Park / Recreational Land Areas
- Cultural Resources
- Areas of Geologic Hazards
- Air Quality
- Transportation
- Noise
- Agency coordination and received comment evaluation/response.
- Alternatives Description, Discussion and Evaluation
- Prepare/ Submit the Environmental Information Document
- Public Involvement (Notice, Publishing, and Meeting)
- Project coordination

Public involvement coordination may be required for this project. Each public interest review factor will be evaluated and discussed in the EID. Preliminary resource presence research and field surveys will be conducted to confirm presence or absence. Local, Tribal, State, and Federal resources/regulatory agencies will be contacted through the solicitation of view (SOV) scoping letters. All environmental studies information and findings will be incorporated into the EID.

TT4. ARPA Funds Administration Coordination. ARPA grant mandates specific requirements pertaining to competitive bidding, good-faith-efforts for the use of Disadvantaged Business Enterprises (DBEs), compliance with Davis Bacon Act for certain project thresholds, funding disbursement and accounting methods. The PPM will coordinate with the OWRB on behalf of the Owner on the ARPA grants and assist Glenpool with maintaining proper documentation. The PPM shall utilize this task for efforts for the following tasks, and Owner authorized related tasks:

1. Coordination and meeting with Oklahoma Water Resources Board (OWRB) and other funding agencies related to the grant compliance, periodic compliance and grant required reporting activities.
2. Assisting Owner's accounting and finance department staff and representatives on project status and information related to grant compliance, reporting and audit activities.
3. Assist Owner in the documentation and conformance to good-faith-efforts for the use of Disadvantaged Business Enterprises (DBEs), compliance with Davis Bacon Act requirements for the ARPA grant as required by the OWRB.
4. Assist the Owner in the ARPA grant closeout activities.

III. COMPENSATION FOR SERVICES AND EXPENSES OF THE PROJECT PROGRAM MANAGER (PPM)

A. **Program Management Services:** For the services outlined above, Owner will pay the PPM the following compensation:

CORE TASKS	COMPENSATION SUMMARY				
	2023	2024	2025	2026	2027
A. Project Administration	\$53,066	\$45,216	\$55,150	\$44,768	(Note 1)
B. Design Consultant Selection Phase	\$28,488				
C. Regulatory Approval / Permits	\$51,389	\$6,565			
D. Public Communication Phase	\$18,204	\$13,784	\$14,474	\$11,840	
E. Detailed Design Phase	\$101,390				
F. Bidding Phase		\$19,251			
G. Construction Phase		\$75,824	\$81,173	\$88,294	
H. Plant Startup				\$58,541	
Total-Core Tasks (Lump Sum)	\$252,536	\$160,640	\$150,797	\$203,442	

TARGETED TASKS	COMPENSATION SUMMARY				
	2023	2024	2025	2026	2027
TT1.New Site Property and Topographic Survey	\$44,978				(Note 1)
TT2. Site Flood Plain Permitting					
No Rise Analysis	\$26,766				
Conditional Letter of Map Revisions (CLOMR), if needed	\$31,316				
Letter of Map Revisions (LOMR), if needed	\$34,024				
TT3. Environmental Information Document (EID)	\$42,662				(Note 1)
TT4. ARPA Funds Administration Coordination	\$8,841	\$12,037	\$12,621	\$19,105	
Total for Targeted Tasks (Not-to-Exceed)	\$188,587	\$12,037	\$12,621	\$19,105	

Total-Core + Targeted Tasks (Not-to-Exceed)

\$441,123	\$172,677	\$163,418	\$222,547	
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Note 1. The tentative schedule assumes the project will be completed by December 2026 to meet current ARPA grant guidelines. PPM will continue to provide services for any Owner/OWRB approved schedule extension beyond 2026. In such a case PPM is entitled to additional manhours and fee compensation as mutually agreed to by the Owner and the PPM.

IV. SCHEDULE

The PPM will collaborate with the Owner to meet the ARPA grant project schedule in conjunction with the activities of the Design Consultant selected by the Owner. A tentative schedule is provided as Exhibit 2.

V. EXCLUSIONS / LIMITATIONS:

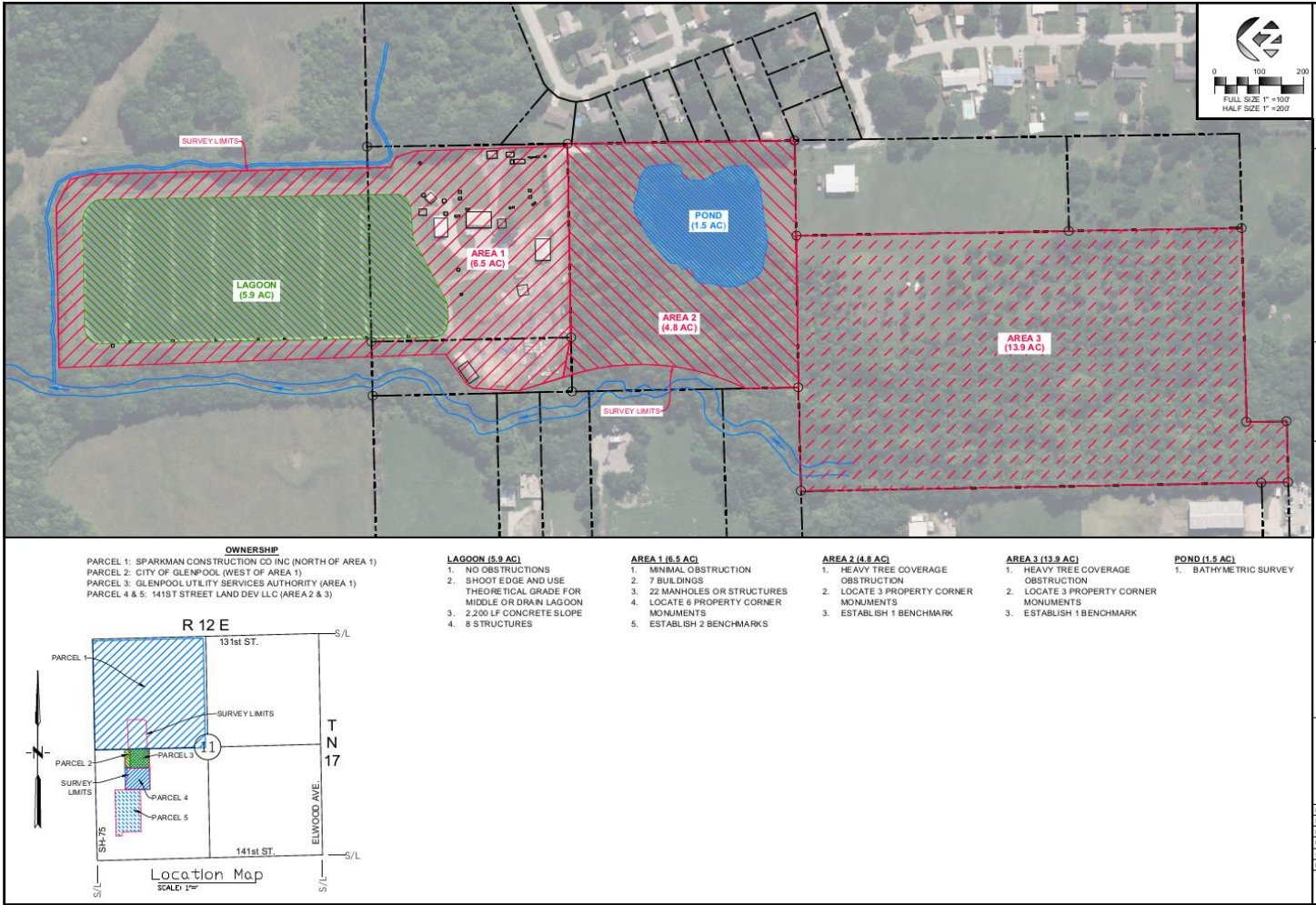
The following items are excluded from the PPM's scope of services and fee compensation:

- All regulatory review/permit fees (except specifically noted otherwise) for the project are the responsibility of the Owner.
- Cost of travel and reimbursables for Owner's employees and staff.

The following limitations apply to the PPM's scope of Services:

- The PPM role is strictly to represent the Owner and Owner's interest on the project. The Design Consultant is the Engineer of Record for the project responsible for project design and performance.

EXHIBIT 1-Survey Site Plan



Attachment A- WWTF Program Management Services
City of Glenpool, Oklahoma

EXHIBI 2 – Tentative Project Schedule

Glenpool New Wastewater Treatment Plant PRELIMINARY PROJECT SCHEDULE (ARPA FUNDING)																					
ITEM NO	TASK DESCRIPTION	2022			2023				2024				2025				2026				2027
		OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1	SITE SELECTION TASKS																				
	1.1 Wetland JD Mitigation Concept - USACE	COMPLETED																			
	1.2 Preliminary Site Geotechnical Investigation																				
	1.3 Site Survey																				
	1.4 Site Procurement by Glenpool																				
	1.5 Engineering Report Update-DEQ Cons. Order Update																				
2	ENGINEERING - DETAILED DESIGN																				
	2.1 Design Consultant Selection																				
	2.2 Environ. Information Document (EID)- OWRB																				
	2.3 Design Phase																				
	2.4 DEQ Review / Permit to Construct																				
	2.5 New Plant Operation Manual (Plant O&M)																				
3	BIDDING / CONSTRUCTION PHASES																				
	3.1 Bidding / Construction Contract Award																				
	3.2 Construction																				
	3.3 Plant Startup																				
	3.4 Project Closeout																				

Note 1.The tentative schedule assumes the project will be completed by December 2026 to meet current ARPA grant guidelines. PPM will continue to provide services for any Owner/OWRB approved schedule extension beyond 2026. In such case PPM is entitled to additional manhour and fee compensation as mutually agreed to by the Owner and the PPM.

EXHIBIT 3- Compensation and Manhour Summary

EXHIBIT 3- COMPENSATION AND MANHOUR SUMMARY WASTEWATER TREATMENT FACILITY PROGRAM MANAGEMENT SERVICES					
CORE TASKS	COMPENSATION SUMMARY				
	2023	2024	2025	2026	2027
A. Project Administration	\$53,066	\$45,216	\$55,150	\$44,768	(Note 1)
B. Design Consultant Selection Phase	\$28,488				
C. Regulatory Approval / Permits	\$51,389	\$6,565			
D. Public Communication Phase	\$18,204	\$13,784	\$14,474	\$11,840	
E. Detailed Design Phase	\$101,390				
F. Bidding Phase		\$19,251			
G. Construction Phase		\$75,824	\$81,173	\$88,294	
H. Plant Startup				\$58,541	
Total-Core Tasks	\$252,536	\$160,640	\$150,797	\$203,442	\$767,415

MAN HOURS ESTIMATE					
	2023	2024	2025	2026	2027
A. Project Administration	338	272	314	246	(Note 1)
B. Design Consultant Selection Phase	168				
C. Regulatory Approval / Permits	316	39			
D. Public Communication Phase	114	82	82	64	
E. Detailed Design Phase	608				
F. Bidding Phase		118			
G. Construction Phase		460	484	492	
H. Plant Startup				314	
Total-Core Tasks	1,544	971	880	1,116	4,511

TARGETED TASKS	COMPENSATION SUMMARY				
TT1. New Site Property and Topographic Survey	\$44,978				(Note 1)
TT2. Site Flood Plain Permitting					
No Rise Analysis	\$26,766				
Conditional Letter of Map Revisions (CLOMR) (if needed)	\$31,316				
Letter of Map Revisions (LOMR) (if needed)	\$34,024				
TT3. Environmental Information Document (EID)	\$42,662				
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Total for Targeted Tasks	\$188,587	\$12,037	\$12,621	\$19,105	

Total-Core + Targeted Tasks	\$441,123	\$172,677	\$163,418	\$222,547	\$999,765
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Note 1. The tentative schedule assumes the project will be completed by December 2026 to meet current ARPA grant guidelines. PPM will continue to provide services for any Owner/OWRB approved schedule extension beyond 2026. In such case PPM is entitled to additional manhour and fee compensation as mutually agreed to by the Owner and the PPM.

Attachment A- WWTF Program Management Services
City of Glenpool, Oklahoma

EXHIBIT 4- Billing Rate Schedule

The following hourly billing rates shall apply to Targeted Tasks and other Not-to-exceed compensation clauses included in the agreement. The hourly rates are effective January 1, 2023. These annual rates are subject to an annual increase of 5% per year for subsequent years.

I. PROFESSIONAL FEES BASED ON TIME

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

<u>Professional Services</u>	<u>Hourly Rate</u>
Principal	\$200
Senior Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$150
CAD/Technician	\$108
Administrative	\$80

II. REPRODUCTION

Charges for reproduction will be billed at cost plus 12% markup. Volume printing (bid documents and special drawing packages) will be billed at equivalent commercial rates. Blue line prints required for client or internal company use are chargeable as stated above.

III. DIRECT COSTS

- A. Travel. Travel from the office on Project-related business will be billed at the hourly rates specified in Section I above. Charges for transportation, taxis, meals, lodging, gratuities, etc., will be billed at cost plus 12% markup with automobile travel not to exceed \$.60 per mile.
- B. Subconsultant Costs. Subconsultant costs will be billed at cost plus 6% markup.
- C. Other. All other direct costs not covered herein shall be invoiced to the client at direct cost plus 12% for handling. All such charges shall be mutually agreed upon prior to submission to the client.

-End of Attachment A-