



**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 October 2, 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

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Dial by your location

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+1 346 248 7799 US (Houston)

Meeting ID: 897 5355 5435

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, OCTOBER 2, 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) Management Report	
1) CM Report.10022023	3 - 28
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 September 5, 2023 meeting.
GUSA - 05 Sep 2023 - Minutes - Html | 29 - 30 |
| 2) | Approval of Budget Amendment GUSA-01 for FY23-24 for encumbrances to be rolled forward from the FY22-23 Budget.
Budget Amendment GUSA-01 | 31 - 33 |
| 3) | Approval of Work Order No. 1, Project No. 2300438, to the Master Agreement for Professional Services and authorization of the City Manager to sign subsequent project documents in accordance with the Master Service Agreement with Garver LLC Project No. 2300438.
Staff Report - Work Order Approval (003)
Work Order No. 1, Project No. 2300438 | 34 - 68 |

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

H) Scheduled Business

I) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 29, 2023, by 11:30 am.

Signed: Wendy Knight

Secretary

City Manager's Report

October 2, 2023



City Of
Glenpool
Creating Opportunity

Human Resources

Open Positions

We currently have 10 open positions. These vacancies include those new positions approved in the FY2023-2024 budget.

I have noted positions below that are in the process.

- Public Works: 5 Positions
 - Water & Sewer Laborer – Advertised & Interviewing
 - Seasonal Streets and Parks Laborers (3) – Will post in March 2024
 - Water Distribution Crew Leader – Advertised & Interviewing
- Police Department: 3 Positions
 - Police Officer (2)
 - 2 Positions will be readvertised soon.
 - Dispatch (1) – Position Advertised and interviews ongoing.
- Development Services: 1 Position
 - Planner – Position advertised.
- Administration: 1 Position
 - IT Director

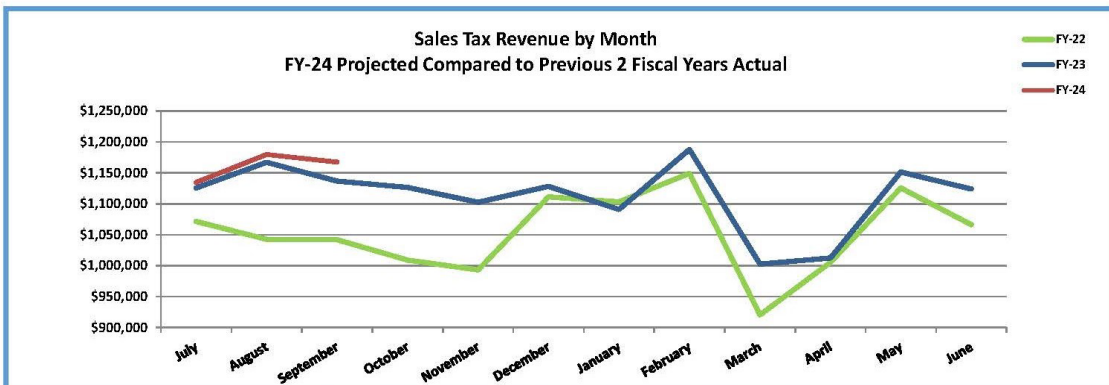
Projects and Training

- Attended multiple webinars on Proposed DOL OT Ruling
- Attended OML Conference

Finance

SALES TAX

FY24 Combined Sales Tax for all funds in September was \$1,167,426, 2.7% higher than FY23 revenues for the same period. Further details on September financial results will be reported next month after the September accounting period is closed.



GENERAL FUND REVENUES

FY24 General Fund year-to-date revenues in August were \$2,887,379, approximately \$128,909 or 4.7% higher than FY23 revenues for the same period. The change is primarily due to a 326.1% increase in investment income pared to August FY23.



GENERAL FUND EXPENDITURES

FY24 General Fund year-to-date expenditures in August were \$2,508,570, approximately \$534,172 higher than FY23 expenditures YTD, a variance of 27.1% for the same period. Increased wage costs combined with capital purchases contributed to the increase. However, overall spending is 6.2% under budget YTD.

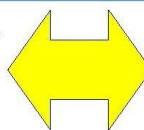


REPORT LEGEND

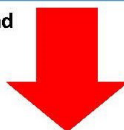
Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS



FY24 Sales Tax collections year-to-date in August were 1.0% above budget, and also 1.0% higher than FY23 collections for the same period.

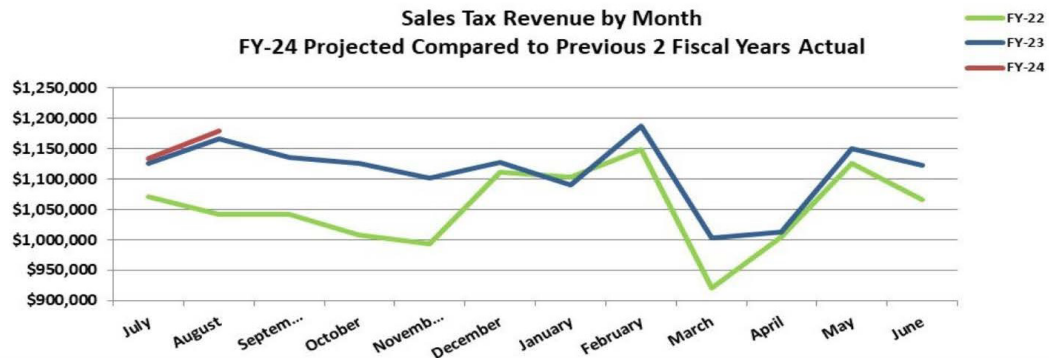
CITY OF GLENPOOL SCHEDULE OF SALES TAX REVENUE - ALL FUNDS Fiscal Year Ending June 30, 2024

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	REVISED BUDGET	FY2024 ACTUAL	AMT INC/(DEC)	FY2024 ACTUAL	FY2023 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	% PRIOR YR
July	\$ 1,142,094	\$1,134,751	\$ (7,343)	\$1,134,751	\$ 1,125,530	\$ 9,221	-0.6%	0.8%
August	\$ 1,148,637	\$1,179,694	31,057	1,179,694	1,167,026	\$ 12,667	2.7%	1.1%
September	\$ 1,132,475			-	1,136,626			
October	\$ 1,110,095			-	1,126,462			
November	\$ 1,089,369			-	1,102,424			
December	\$ 1,164,263			-	1,128,358			
January	\$ 1,140,534			-	1,090,804			
February	\$ 1,214,932			-	1,187,747			
March	\$ 999,718			-	1,002,690			
April	\$ 1,049,085			-	1,012,534			
May	\$ 1,183,624			-	1,151,247			
June	\$ 1,138,469			-	1,123,707			
TOTAL	\$13,513,295	\$2,314,444	\$ 23,714	\$2,314,444	\$13,355,155	\$ 21,888	1.0%	1.0%

Y-T-D Budget \$2,290,731
Y-T-D Actual 2,314,444
Y-T-D Variance 23,714
Y-T-D % Var 1.0%

Prior Year \$2,292,556
Y-T-D Actual 2,314,444
Y-T-D Variance 21,888
Y-T-D % Var 1.0%

Sales Tax Revenue by Month
FY-24 Projected Compared to Previous 2 Fiscal Years Actual

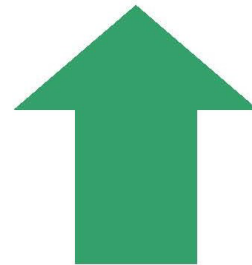
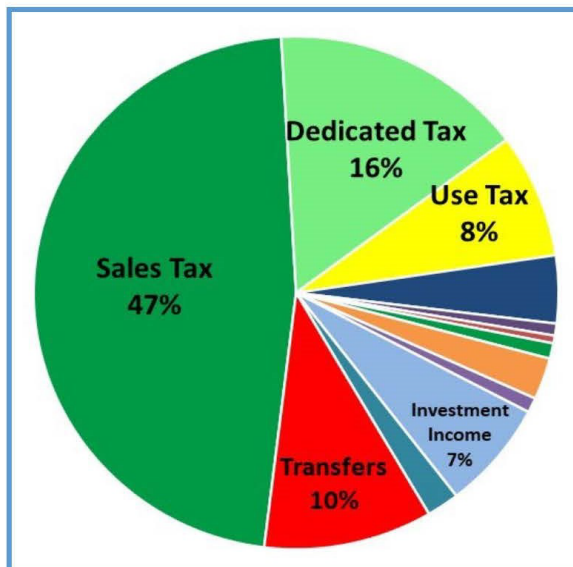


GENERAL FUND REVENUES

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Sales Tax	\$ 1,347,539	\$ 1,361,356	\$ 13,817	\$ 1,348,482
Dedicated Tax	449,180	453,863	4,683	449,570
Use Tax	206,006	226,349	20,343	182,332
Franchise Tax	100,000	123,206	23,206	125,580
Other Taxes	21,417	21,873	456	20,021
Licenses & Permits	11,217	14,152	2,935	22,564
Charges for Services	57,233	27,896	(29,337)	40,546
Intergovernmental	57,315	75,958	18,643	58,495
Fines & Forfeitures	35,167	27,030	(8,137)	23,775
Investment Income	16,667	197,783	181,116	46,414
Miscellaneous	6,730	57,913	51,183	15,522
Transfers	300,000	300,000	-	302,400
Totals	\$ 2,608,470	\$ 2,887,379	\$ 278,909	\$ 2,635,701

Over (Under) Budget year to date: 10.7%

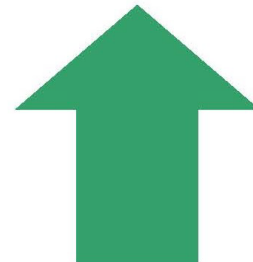
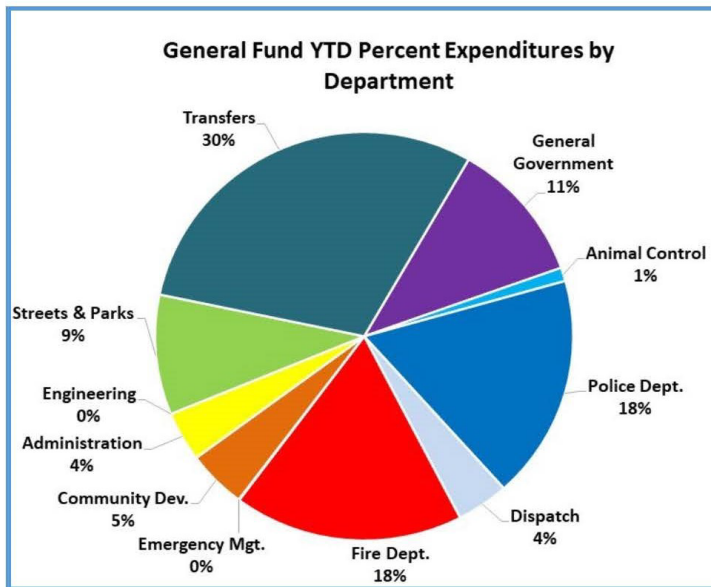
Increase (Decrease) over prior year: 9.5%



GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget Under/(Over)	YTD FY23 Actual
General Government	\$ 258,051	\$ 281,561	\$ (23,510)	\$ 218,006
Animal Control	27,600	26,902	698	22,229
Police Dept.	455,115	444,759	10,357	293,679
Dispatch	102,876	101,643	1,233	76,310
Fire Dept.	496,994	446,150	50,844	332,294
Emergency Mgt.	12,583	1,371	11,213	98
Community Dev.	153,726	115,449	38,277	101,509
Administration	131,891	98,722	33,168	86,315
Engineering	35,717	-	35,717	-
Streets & Parks	230,680	238,150	(7,470)	94,388
Transfers	767,902	753,863	14,039	749,570
Totals	\$ 2,673,135	\$ 2,508,570	\$ 164,565	\$ 1,974,398

Under (Over) Budget year to date: 6.2%



GLENPOOL UTILITY SERVICES AUTHORITY REVENUES YEAR-TO-DATE

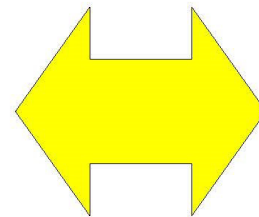
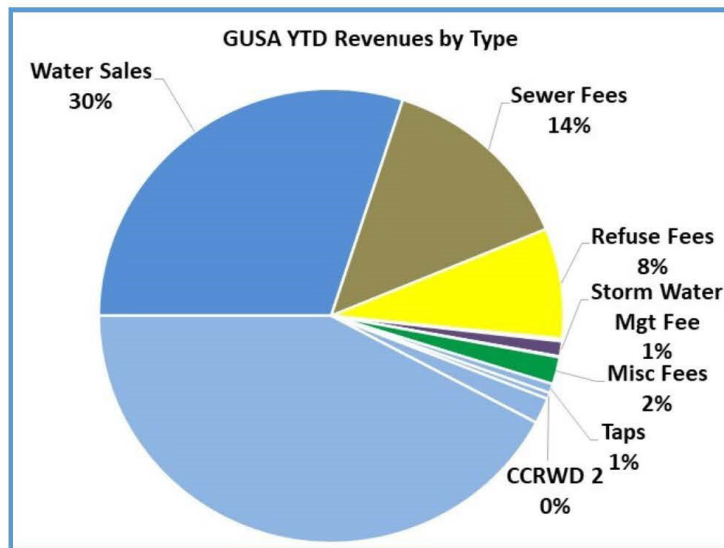
	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Water Sales	\$ 566,667	\$ 535,788	\$ (30,879)	\$ 595,369
Sewer Fees	266,667	246,063	(20,603)	267,879
Refuse Fees	154,167	140,188	(13,979)	136,789
Solid Waste Mgt Fee	3,667	3,336	(331)	3,273
Storm Water Mgt Fee	21,000	19,120	(1,880)	18,764
Water/Wastewater Fee	483	1,125	642	995
Misc Fees	23,750	34,461	10,711	24,411
Taps	9,167	11,800	2,633	14,550
CCRWD 2	5,250	7,834	2,584	3,899
Investment Income	17,500	32,875	15,375	6,255
Transfers	734,569	753,863	19,294	749,570
Totals	\$ 1,802,885	\$ 1,786,452	\$ (16,433)	\$ 1,821,754

Over (Under) Budget year to date:

-0.9%

Decrease over prior year:

-1.9%

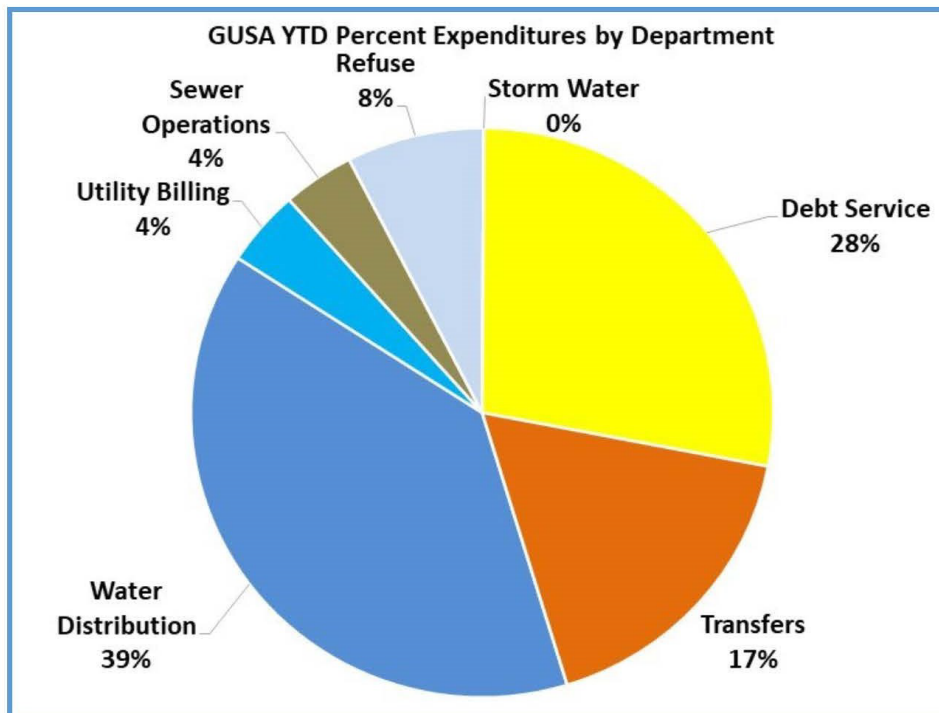


GLENPOOL UTILITY SERVICES AUTHORITY EXPENSES YEAR-TO-DATE

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget (Over)/Under	YTD FY23 Actual
Water Distribution	\$ 559,867	\$ 675,827	\$ (115,961)	\$ 384,076
Utility Billing	64,778	74,912	(10,134)	49,487
Sewer Operations	123,593	69,382	54,211	-
Refuse	129,333	133,157	(3,824)	65,659
Storm Water	93,667	-	93,667	-
Debt Service	488,977	485,299	3,678	491,408
Transfers	300,000	300,000	-	300,000
Totals	\$ 1,760,215	\$ 1,738,577	\$ 21,638	\$ 1,290,630

Under (Over) Budget year to date:

1.2%



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$2,887,379	\$2,508,570	\$378,809
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$1,786,452	\$1,738,577	\$46,250
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$98,760	\$205,139	<\$106,379>
STREETS & INFRASTRUCTURE FUND	\$148,113	-	\$148,113
PUBLIC SAFETY CAPITAL FUND	\$472,958	\$505,163	<\$32,205>
PUBLIC SAFETY PERSONNEL FUND	\$280,608	\$256,992	\$23,616
CAPITAL FUND	-	-	-
ARPA FUND	-	104,066	<\$104,066>
PARKS AND RECREATION FUND	\$3,800	-	\$3,800
HOTEL FUND	\$51,891	-	\$51,891

Development Services

Listed below are current development related activities within the City of Glenpool **through the month of September 2023**. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75. Estimated completion late August 2023
2. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St. Estimated completion July 2023
3. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave. Estimated completion August 2023
4. **Beehive Phase II** – A Site Plan application for Phase II of the Beehive Care Facility located at 12570 Vancouver Ave. Estimated completion March 2024
5. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition. Estimated completion September 2023
6. **Miller Tippens** – A Site Plan application for a 5,000sf addition to an existing building located at 437 E 141st St. S. Estimated completion date October 2023
7. **1st Oklahoma Credit Union** – A Site Plan application for a 5,900sf bank located at 14912 S. Broadway St. Estimated completion date September 2023

Commercial/Industrial Occupancy Permits Issued in September:

No new Occupancy Permits Issued

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.
2. **Phillips Corner** – 5.5 acres site adjacent to Crystal Pools on North Casper Street. The owner is clearing, grading and preparing the site for future commercial uses.

- 3. South 75 Business Park** – 2.5-acre site near northwest and northeast corner of 166th Street South and South Broadway Street. The owner is clearing, grading and installing drainage improvements to serve the area.

Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	The Pines	31	2	29	0
2	Glen Hills I (Phase 1-6)	84	0	82	2
3	Glen Hills II (Phase 7-11)	78	33	24	21
4	Scissortail	88	12	32	44
5	Redbud Glen	74	0	16	58
6	Twin Ponds	25	1	1	23
	Totals	380	48	184	148

Planning Applications Under Review:

A. Annexation(s): No New Applications

B. Comprehensive Plan Amendment(s): No New Applications

C. Zone Amendment(s): No New Applications

D. Planned Unit Development (PUD): No New Applications

E. Subdivision Plat(s): No New Applications

F. Lot Split Application(s):

- South 75 Business Park II A** – A Lot Split of a 20.554-acre parcel into 3 (three) lots. The subject site is generally located on the southwest corner of S. Broadway St. and E. 161st St S.

G. Site Plan Applications:

- Beeline Motors** – Site Plan review of an automobile sales lot located at 14733 S. Casper St.

H. Specific Use Permits: No New Applications

I. Variance(s): No New Applications

Approved Projects Not Under Construction

1. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
2. **By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
3. **Carson Trails** – A 497-lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
4. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
5. **Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
6. **C & C Office Park** – A Preliminary and Final Plat to subdivide a 1.26-acre site into two (2) lots located at 459 E 151st St. South
7. **Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued September 2023	4
New Commercial Permits Issued September 2023	0
Current Active Residential Permits	56
Current Active Commercial Permits	12
Residential Permits thru September 2022	67
Residential Permits thru September 2023	43
Commercial Permits thru September 2022	6
Commercial Permits thru September 2023	0
Assessment Letters Issued in September 2023	1
Total Assessment Letters Issued in 2023	12

Code Enforcement Activity for 2023

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	979			
Open public nuisance cases through September 2023	77			
CODE ENFORCEMENT CASES	Jun	Jul	Aug	Sept
	121	108	82	92
High grass:	16	32	16	33
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	4	6	1	7
Nuisance abatements (contractor):	-0-	-0-	1	1
Notices issued for residents with no water service:	-0-	-0-	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	68	42	46	29
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	10	9	7	9
Dilapidated structures/property notices:	-0-	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	3	4	1	5
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	16	10	4	6
Stagnant water causing mosquito issues:	2	1	2	1
Pest issue:	-0-	2	1	-0-
Dilapidated fencing:	2	1	3	3
Noxious odor:	-0-	1	-0-	-0-

Public Works

The following details of all work completed between August 28, 2023 – September 22, 2023

Streets

- Crack sealed – none
- Filled potholes around town – 12 locations with over 4 tons asphalt used
- Fixed downed streets signs
 - 136th & Lansing – Stop Sign
- Cleaned storm drains – around town
- Picked up trash around town
- Weeded
 - corner of Casper & 126th ditch
 - 146th & Vancouver next to US75
- Trimmed trees
 - Bridges at 126th and Casper
 - 143rd & Glen – trees blocking stop sign
- Cleaned North and South curbs on 141st from Hwy 75 to Elwood
- Cleaned concrete ditch in Rolling Meadows
- Poured concrete around north and south ends of culvert at 191st in Saddleback
- Cleared metal and cable from culvert at 148th and Broadway
- Ongoing inspections for Road Projects and Kendalwood North project

Parks

- Black Gold
 - Mowed & trimmed.
 - Lowered flag for 9/11
- Kendalwood North
 - Mowed & trimmed.
- Kendalwood South
 - Mowed & trimmed.
- Lambert
 - Mowed & trimmed.
 - Park Bridge is still closed.
- Morris
 - Mowed & trimmed.
 - Cleaned up dead fish dumped in park
- Rolling Meadows
 - Mowed & trimmed.
- South County Soccer

- Mowed & trimmed.
 - Replaced barrel trash cans with poly carts supplied by American Waste
- Picked up trash and emptied trash cans daily at all city parks.
- Community
 - Cleaned and set trash cans for Farmer's Market.

Facilities Maintenance

- Work on Oil Derrick Monument. Single pane of glass removed to investigate the internal working. The goal is to have the derrick lit up for Black Gold Days.
- Added Solar panels to trickle charge all vehicles waiting to be sent to surplus
- Cleaned carpet at Senior Center/VFW
- Repaired lock at concession stand
- Partially completed renovation of back bathroom at public works building
- Outstanding Projects:
 - The north waterfall pump is out of service. Replacement pump is pending.
 - An RFQ for AC Maintenance program throughout the city has been issued. Three responses have been received.

Wastewater Treatment Plant

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed
- Daily flow monitoring performed
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed) at lift stations
- Vehicle and equipment maintenance performed
- Grinder shaft is in the shop
- Blower #1 is down and needs repaired.
- Blower #3 VFD is down and needs repaired. Parts Ordered
- Aeration is back in proper working order after an aeration hose failed Labor Day weekend

Lift Stations

- Mowed, weeded, and sprayed (where needed) at lift stations
- Lift Stations inspected

Distribution

- Over 900 Utility locates
- 128 service orders completed for the utility office
- 21 turn offs for non-payment
- 0 lock outs for non-payment
- Performed monthly meter reads and with 16 bad registers
- 8 leaks repaired (1 repairs pending)

- 8 meters set (8 residential, 0 commercial)
- 24 pending meter sets (22 residential, 2 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
- Jetrodded 0 possible sewer backup(s)
- 2 manholes and lid repaired
- Booster Pump station on US75 at 131st has had it's pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.

Miscellaneous

- One service truck is still at Arrowhead Truck Equipment in Bixby for utility bed installation.
- A vendor has been chosen for the Lead Copper Inventory. This inventory needs to be completed by October 2024.

Engineering

This report summarizes the activities of the engineering department and infrastructure projects in the City of Glenpool during the stated period.

Wastewater Treatment Plant (WWTP)

This is a progress report on the Glenpool Wastewater Treatment Plant project. The contract between Garver LLC and City of Glenpool was finalized August 18, 2023. Project kick off meeting with the Design Consultant occurred on August 24th, 2023. Garver LLC has commenced on the engineering design of the new facility. On Monday September 11, 2023, Garver LLC, PPM (S2Engineering PLLC) and City Staff concluded plant tours of 2 WWTF in Del City and Norman. The first design workshop held on September 18, 2023.

2023 Street Maintenance and Stormwater Structure Improvement Project

This project is the 2023 Street maintenance and stormwater structure improvements project involving street paving repairs, overlays, and stormwater structure improvements within the city of Glenpool. This project consists of two phases. Phase I was approved by the council on May 15, 2023, with a total of 285,500. Phase II was approved by the council on July 17, 2023, with a total of 318,700. Attached to this report is a map of the street projects within the City of Glenpool.

Project Summary

Contractor	Dunham Asphalt Services
Advertised For Bid	April 1 2023
Notice to Proceed	August 8 2023
Estimated Final Completion	October 14 2023
Total Project Cost (Phase I&II)	\$604,200

The interlocal street overlay project is a joint effort by the City of Glenpool, the City of Jenks, and Tulsa County. The project is located on Elwood from 121st street to 131st street, 131st street from Elwood St to Peoria St, and 141st street from Peoria St. to Lewis St. This overlay project is estimated to be complete by the end of October 2023. This project is carried out by Tulsa County Crew. The City of Glenpool partners financially in this project through the interlocal agreement with Tulsa County and the City of Jenks.

Kendalwood North Park Drainage Improvement Project

This project involves addressing the drainage issues in the Kendalwood North Park. This project is estimated at 75% complete. Tasks remaining to complete include laying storm drain pipe, grading, and site stabilization.

Project Summary

Contractor	L.A.M Construction LLC
Advertised For Bid	March 9, 2023
Notice to Proceed	August 24 2023
Estimated Final Completion	October 16 2023
Total Project Cost (Phase I&II)	\$91,000

Stormwater Program and GIS Management

Staff is exploring options to improve the City's GIS system and migrate GIS information to Arc GIS Online. This would make GIS information accessible to the public via the Glenpool website. Staff would provide updates on this endeavor in subsequent reports.

The Certified Floodplain Manager of the City of Glenpool attended the Annual Oklahoma Floodplain Managers Conference on September 18-20, 2023.

Glenpool Safe Route to School Project

This project provides ADA compliant sidewalk network from the Glenpool Public School to Black Gold Park. The City of Glenpool has entered a contract with ODOT to fund this project under the TAP3-8104 DOT Agreement. The Request for Qualification for design consultants was sent out on September 6, 2023. The deadline for submission of a letter of interest is September 28, 2023.

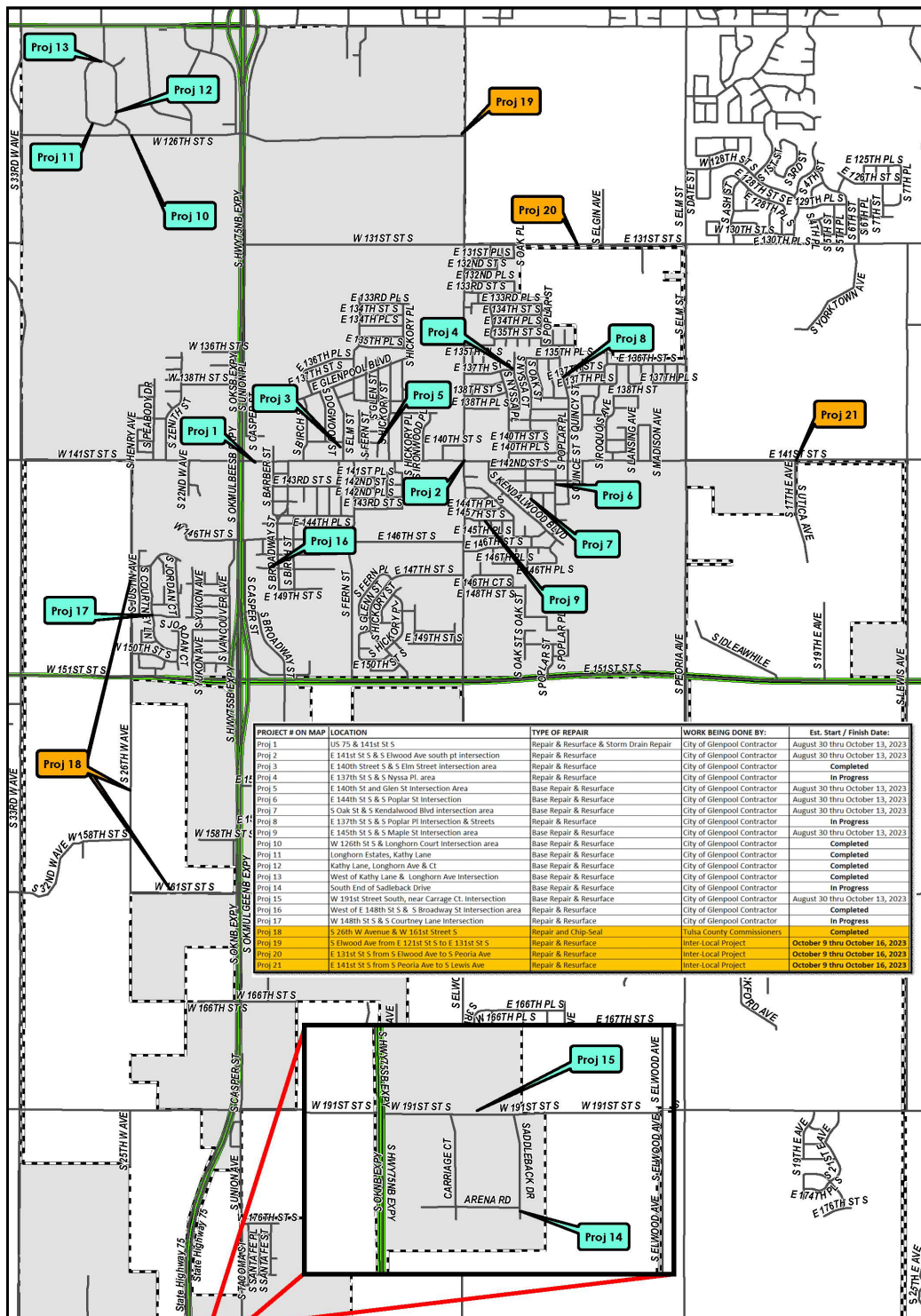
Total Project cost: \$1,202,760.00
Match fund: \$ 240,552.00

SH67/151s5 Corridor Study

This is a progress update on the SH 67/151st St Corridor Study. The City of Glenpool in conjunction with Kimley-Horn, Oklahoma Department of Transportation, INCOG and the City of Bixby, held its 3rd Public Meeting on the SH 67/151st corridor on September 5, 2023.

Attachment

Project Map of Road Projects Within City Limits (last update September 19, 2023).



Street Projects Map Glenpool Area

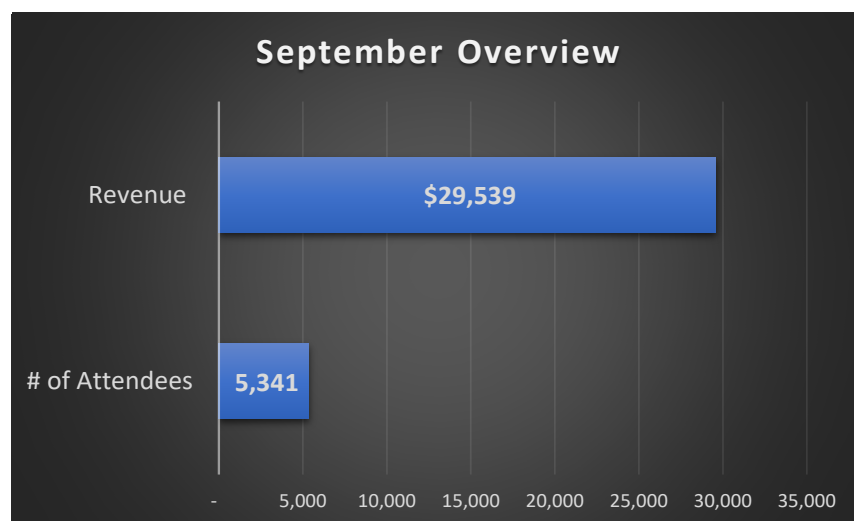
0 405 810 1,620 2,430 3,240 Feet
1 inch = 2,083 feet

Date: 9/15/2023



Conference Center

During September, we hosted a total of 35 events. Some being large events. Those included FCCLA, FFA, a Two-day Trading Card Show, and two events organized by the Muscogee Creek Nation. One event featured Joy Harjo, a renowned American poet, musician, playwright, and author. These events drew in approximately 2,000 attendees to the Conference Center. Additionally, September saw two successful fundraising dinners, five Quinceaneras, a wedding celebration, as well as various training sessions and meetings.



Fire Department

Glenpool Fire Department Operations August 2023

Data is from 8/1/23-8/28/23

Run Type	# of Calls	Totals Calls
EMS Runs	147	185
Fire Runs	38	
Overlapping	45	24.46%

Average Time on Scene

18:21

EMS Response

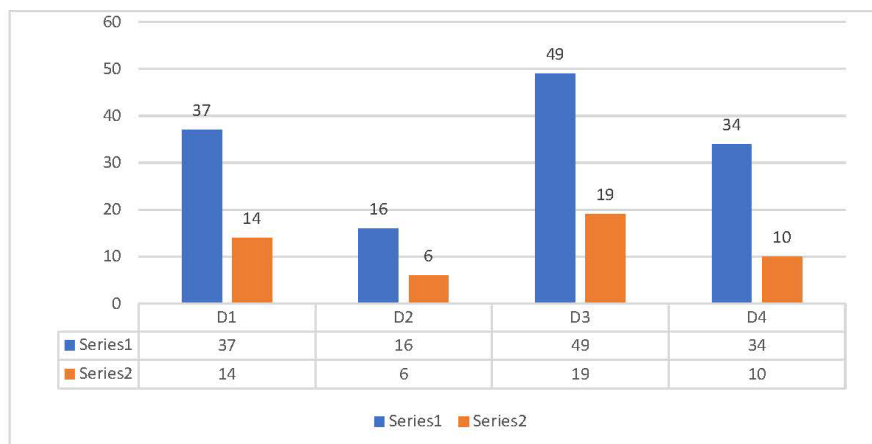
3:42

Fire Response

3:56

By District:

District	EMS	Fire	District Totals
D1	37	14	51
D2	16	6	22
D3	49	19	68
D4	34	10	44
MA	0	0	0
Totals			185



District 1 Northwest of 141st & Elwood

	<u>Incidents</u>	
130 - Mobile property (vehicle) fire, other	1	
311 - Medical assist, assist EMS crew	9	
321 - EMS call, excluding vehicle accident with injury	1	
322 - Motor vehicle accident with injuries	4	
324 - Motor vehicle accident with no injuries	10	
510 - Person in distress, other	1	
511 - Lock-out	1	
531 - Smoke or odor removal	2	
540 - Animal problem, other	1	
600 - Good intent call, other	1	
611 - Dispatched & cancelled en route	1	
	<u>32</u>	28.32%

District 2 - Northeast of 141st & Elwood

100 - Fire, other	1	
311 - Medical assist, assist EMS crew	6	
561 - Unauthorized burning	1	
733 - Smoke detector activation due to malfunction	1	
	<u>9</u>	7.96%

District 3 - Southwest of 141st & Elwood

113 - Cooking fire, confined to container	1	
311 - Medical assist, assist EMS crew	25	
322 - Motor vehicle accident with injuries	2	
324 - Motor vehicle accident with no injuries.	4	
412 - Gas leak (natural gas or LPG)	1	
554 - Assist invalid	1	
611 - Dispatched & cancelled en route	2	
731 - Sprinkler activation due to malfunction	1	
733 - Smoke detector activation due to malfunction	3	
741 - Sprinkler activation, no fire - unintentional	1	
743 - Smoke detector activation, no fire - unintentional	2	
	<u>43</u>	38.05%

District 4 - Southeast of 141st & Elwood

311 - Medical assist, assist EMS crew	17	
322 - Motor vehicle accident with injuries	3	
551 - Assist police or other governmental agency	2	
600 - Good intent call, other	1	
611 - Dispatched & cancelled en route	1	
651 - Smoke scare, odor of smoke	1	
700 - False alarm or false call, other	1	
733 - Smoke detector activation due to malfunction	1	
743 - Smoke detector activation, no fire - unintentional	1	
	<u>28</u>	24.78%

Mutual Aid

111 - Building fire (assisted Jenks)	1	0.88%
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Economic Development

Business, Retention, & Expansion (BR&E)

- Chamber & City Collaboration: Monthly meetings are occurring between Sydney Bland (Chamber Director) and Joe Wuest (City Economic Development Director) to discuss BR&E strategies and support for local businesses.
- Oklahoma Dept. of Commerce (ODOC) Visit: The NE Rep for ODOC will be visiting with the Joe & Sydney to collaborate on how best to serve local businesses. A few highlights:
 - Workforce & "Quality Jobs" program
 - Oklahoma Innovation Expansion & Business Expansion Incentive Programs
 - Tactics to create a successful BR&E strategy
 - Strategizing ways to attract new businesses in developed sites

Partnerships

- Tulsa's Future (TF): City of Glenpool is now one of the featured communities highlighted on The Tulsa's Future Website
 - This helps boost the City of Glenpool's brand and positions us for discussions with site selectors.
- TF was named Economic Development Organization of the Year at recent International Economic Development Council (IEDC) Annual Conference ([Link](#)).



[Tulsa Regional Chamber - Chamber named Economic Development Organization of the Year by global group](#)

/

tulsachamber.com

- This prestigious award demonstrates that the Tulsa region (including communities such as Glenpool) are serious about business development.

New Business/Sites

- South 75 Business District: Director of Economic Development collaborating with Keller Williams, Department of Commerce, and Tulsa's Future on attracting businesses to developed sites.

Trainings/Workshops

- OU EDI: Director continues work on certification through the University of Oklahoma's Economic Development Institute.
 - Planned completion: November 2023
- Oklahoma Municipal League: Director was in attendance for the OML Annual Conference in Oklahoma City on September 21, 2023

Community Relations

The City's Events Committee continues to look at options for new community events. Given the success of the Farmer's Market and Summer Concert Series, we believe there is an appetite for more family events for our residents.

City Events

- BlackGold Farmer's Market – The final Farmer's Market of the season will be Saturday, October 7th from 8:00 a.m. to 12:00 p.m. This has been a great first year for the event with a tremendous response from the public and from vendors. Thank you to our Grants/Special Projects Coordinator, Beth Miller, for her work on this and to all the other Glenpool Team Members who assisted Beth on this project.
- BlackGold Days – Being held Sept 29th – Oct 1st at BlackGold Park. This year the Chamber has made a few adjustments to the layout of the event. Glenpool Team Members have worked with the Chamber throughout the planning stages to do everything we can to ensure a successful event for the Chamber and the community.
- BlackGold Car Show – October 14th from 10:00 AM to 2:00 PM at Faith Church
- Halloween Trunk or Treat – October 28th from 6:00-8:00 PM along the north side of 141st St.
- Spooktacular – October 29th from 5:00-9:00 PM at the Conference Center
- Veteran's Day, November 10th – City Holiday
- Thanksgiving Holiday, November 23rd & 24th – City Holiday

Always be **truthful** & **transparent**.

OUR CORE Savor the journey. VALUES

Show that you **care**.

Create **WOW** moments.

Make learning a **habit**.

**OUR MISSION: DEVELOPING A CULTURE OF TRUST
TO BETTER SERVE OUR COMMUNITY**





**MINUTES
GUSA Meeting**

Tuesday, September 5, 2023 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst

TRUSTEES ABSENT: Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Wendy Knight
Julie Casteen
Gerald Gilbert
Jesse Hale
Jeremy Plane

STAFF ABSENT: Susan White

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:28 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**
[2023-08 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 August 7, 2023 meeting.

Moved by Chris Brobst, seconded by Joyce Calvert

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
	4	0	0	1

CARRIED.

[GUSA - 07 Aug 2023 - Minutes - Html](#)

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

H) Scheduled Business

I) Adjournment

Chair Calvert declared the meeting adjourned at 6:30 p.m.



To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Julie Casteen, Finance Director

Date: September 29, 2023

Re: FY23-24 GUSA Budget Amendment GUSA-01

Background:

The Glenpool Utility Service Authority has projects that were encumbered in Fiscal Year 22-23 that were not completed by June 30, 2023. GUSA's policy is to roll the appropriations forward to the following fiscal year.

Staff Recommendation:

Staff recommends approval of Budget Amendments GUSA-01.

Attachments:

Budget Amendment Form GUSA-01 with Exhibit A.

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

City of Glenpool
Budget Amendment

Fiscal Year: 2023 - 2024
Amendment No: GUSA-01
Date Requested: 10/2/2023

	Revenue:					Expense:				
	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	02	See Attached Exhibit A		\$ 321,045	\$ 11,138,356	02	See Attached Exhibit A		\$ 321,045	\$ 11,138,356
2										
3										
4										
5										
6										
8										
9										
10										
11										
12										
13										
14										
			Total	\$ -				Total	\$ -	

Notes:
Lines 1: Budget Rollovers from FY23 to FY24 for prior year encumbrances

Approved by the Glenpool Utility Service Authority

Chair

Date

EXHIBIT A
BUDGET ROLLOVERS FY23 TO FY24

10/2/2023

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	ITEM TO BE REENCUMBERD
GUSA	02-6-16-6201	Office Supplies	\$ 201.00	Roll over FY23 PO	Fund Balance	\$201.00	PO 23-16471
	02-6-16-6202	Operating Expenses	\$ 10,630.00	Roll over FY23 PO	Fund Balance	\$10,630.00	PO 23-16643, 23-16653
	02-6-16-6206	Small Tools & Minor Equip	\$ 70.00	Roll over FY23 PO	Fund Balance	\$70.00	PO 23-16190
	02-6-16-6272	Equipment Repairs	\$ 5,450.00	Roll over FY23 PO	Fund Balance	\$5,450.00	PO 23-16711, 23-16734
	02-6-16-6273	Repair & Maintenance	\$ 7,513.00	Roll over FY23 PO	Fund Balance	\$7,513.00	PO 23-16105, 23-15196, 23-15664
	02-6-16-6273	Building Repairs	\$ 91,000.00	Roll over FY23 PO	Fund Balance	\$91,000.00	PO 23-16652
	02-6-18-6202	Operating Expenses	\$ 8,969.00	Roll over FY23 PO	Fund Balance	\$8,969.00	PO 23-16627, 23-16643, 23-16681
	02-6-18-6210	Chemicals	\$ 3,412.00	Roll over FY23 PO	Fund Balance	\$3,412.00	PO 23-16649
	02-6-18-6244	Engineering Fees	\$ 500.00	Roll over FY23 PO	Fund Balance	\$500.00	PO 23-16325
	02-6-18-6278	Sewer Improvements	\$ 30,188.00	Roll over FY23 PO	Fund Balance	\$30,188.00	PO 23-16588, 23-16274, 23-16484, 23-16406
	02-6-18-6333	Capital Purchases	\$ 163,112.00	Roll over FY23 PO	Fund Balance	\$163,112.00	PO 23-16511
	Total GUSA Fund		<u>\$ 321,045.00</u>			<u>\$321,045.00</u>	



To: Chairman and Board of Trustees, Glenpool Utility Services Authority
From: David Agbetunsin, City Engineer
Date: October 2, 2023

Re: Approval of Work Order No. 1 to the Master Agreement for Professional Services

Background:

The GUSA board approved the Master Agreement for Professional Services Project No. W02-2300438_1 on August 7, 2023. Further to the agreement between GUSA and Garver LLC, work order 1 is presented to the GUSA board for review and approval.

The scope of services covered in this work order is detailed in Appendix A (Scope of Services). The services and fees are summarized below:

Basic Services

Task 1 Project Management and Administration	\$ 74,011.85
Task 2 Geotechnical Coordination	\$ 6,115.00
Task 3 Preliminary Design	\$ 927,669.00
Task 4 Final Design	\$ 1,238,962.54

Subtotal for Basic Services Section	\$ 2,246,758.39
--	------------------------

Additional Services Section

Task 5 Bidding and Equipment Procurement Services	\$ 126,760.00
Task 6 Construction Administration	\$ 642,218.00
Task 7 Construction Observation	\$ 665,258.40
Task 8 O&M Manual and Startup Training	\$ 127,461.00

Subtotal for Additional Services Section	\$ 1,561,697.40
---	------------------------

Total All Services	\$ 3,808,455.79
---------------------------	------------------------

The total not-to-exceed amount of all services provided is \$3,808,455.79 . The Professional service shall be paid directly by the American Rescue Plan Act (ARPA) grant which is administered by the Oklahoma Water Resources Board (OWRB). Please find attached the executed Master Agreement for Professional Services and the Work Order No.1

Staff Recommendation:

Staff recommends the approval of Work Order No 1. to Master Agreement for Professional Services.

Attachments:

- Executed Master Agreement for Professional Services
- Work Order No. 1

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

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

www.glenpoolonline.com



**Master Agreement For
Professional Services Glenpool Utility**

Service Authority

Project No. W02-2300438_1



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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

"Work Order" means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest from the date due until paid at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver may be excused from performance or be entitled to an equitable adjustment in the cost of the Services and/or schedule for performance of the Services due to unforeseen circumstances or events outside the reasonable control of Garver ("Amendment"). As soon as reasonably possible following the occurrence of such an event, Garver shall forward a formal request for an Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments must include documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule for performance of the Services. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in the applicable Work Order.
- 5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the reasonable accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order. Garver shall give prompt notice to Owner whenever Garver observes or otherwise becomes aware of deficiencies or inaccuracies in the information provided by Owner.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional engineering services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional engineering services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies or inaccuracies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that



contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession and released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver.
- 6.2.3. Property Rights. Except for the Deliverables, which shall constitute "work for hire" and shall belong to the Owner, all property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.



6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Unless underground facilities have been identified, located and marked and such information provided to Garver which Garver is entitled to reasonably rely upon, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. Garver is not responsible for damage to unmarked or improperly marked underground utilities caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any additional construction phase services or assistance with resolving disputes or other subcontractor related issues not included within the Scope of Services, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and which relate to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Provided, however, any information which is properly classified as a "public record" under the Oklahoma Open Records Act shall not be treated as Confidential Information or afforded protection hereunder. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Services.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy (and Umbrella policy to the extent it is utilized to supplement Garver's General Liability policy) to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of five (5) years beyond completion



of the Services or as required by ARPA and OWRB funding requirements, whichever is later. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees, to the extent permitted by Oklahoma law, to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable in excess of the sum of \$250,000 for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such excess liability.

9.2.3. Limitation. To the fullest extent permitted by law, Garver's liability to the Owner for all claims, losses, damages and expenses resulting in any way from the performance of the Services shall not exceed the total fee paid to Garver in the Work Order giving rise to the liability or the collectable proceeds of Garver's applicable insurance policy up to the limits expressly set forth in Exhibit B, whichever is greater.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade)



shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Glenpool, Oklahoma. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.



10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma without regard to its choice of law provisions.



- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver, its subconsultants, subcontractors and Personnel are, and at all times shall be deemed, independent contractors in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement and the applicable Work Order(s) constitute the entire agreement between Owner and Garver and supersede all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this

Agreement: Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit. In the event of an express conflict between the provisions of this Agreement and any Amendment or Work Order, the terms of the Amendment or applicable Work Order will control.

[Signature Page to Follow]



Owner and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agree that all of the aforesaid Exhibits shall be considered a part of this Agreement and agree to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

Glenpool Utility Service Authority

Garver, LLC

By: Joyce Calvert
Signature

By: Mary Elizabeth Mach
Signature

Name: Joyce G. Calvert
Printed Name

Name: Mary Elizabeth Mach
Printed Name

Title: Chair, GUSA

Title: Vice President

Date: 8/7/2023

Date: 8/18/2023

Attest: Wenayh H. H.

Attest: Colin





**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]
Glenpool Utility Service
Authority Project No. [????????]**

This WORK ORDER ("Work Order") is made by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [????/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services:
 - 1.1.1. **[Insert text here [or] in Appendix A as needed.]**
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. **[Insert text here]**

2. PAYMENT

- 3. For the Services set forth above, Owner will pay Garver as follows: **[Insert Text Here]**

4. APPENDICES

- 4.1. The following Appendices are attached to and made a part of this Work Order:
- 4.2. Appendix A - Scope of Services
- 4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

GLENPOOL UTILITY SERVICE
AUTHORITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT B (INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT C
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Glenpool Utility Service Authority

[City, State]
Project No. [????????]

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the Glenpool Utility Service Authority ("Owner") and Garver, LLC ("Garver"), dated [Insert date] (the "Agreement").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

GLENPOOL UTILITY SERVICE
AUTHORITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____



**Work Order No. 1
to the
Master Agreement
For
Professional Services
Glenpool Utility Service Authority
Project No. 2300438**

Glenpool WWTP

Version 1
Garver Project No. 2300438



This WORK ORDER ("Work Order") is made by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on 8/18/2023 (the "Agreement").

Under this Work Order, the Owner intends to design and build a new Wastewater Treatment Plant ("**WWTP**") facility in Glenpool, Oklahoma.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Appendix A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

Basic Services Section	Estimated Fees	FEE TYPE
Task 1 - Project Management and Administration	\$ 74,011.85	LUMP SUM
Task 2 - Geotechnical Coordination	\$ 6,115.00	LUMP SUM
Task 3 - Preliminary Design	\$ 927,669.00	LUMP SUM
Task 4 - Final Design	\$ 1,238,962.54	LUMP SUM
Subtotal for Basic Services Section	\$ 2,246,758.39	LUMP SUM
Additional Services Section	Estimated Fees	FEE TYPE
Task 5 - Bidding and Equipment Procurement Services	\$ 126,760.00	HOURLY NTE
Task 6 - Construction Administration	\$ 642,218.00	HOURLY NTE
Task 7 - Construction Observation	\$ 665,258.40	HOURLY NTE
Task 8 - O&M Manual and Startup Training	\$ 127,461.00	HOURLY NTE
Subtotal for Additional Services Section	\$ 1,561,697.40	-
Total All Services	\$ 3,808,455.79	-

The not-to-exceed amount to be paid under this Work Order is \$3,808,455.79 with Tasks 1-4 as Lump Sum amount of \$2,246,758.39 and Tasks 5-8 as Hourly, Not-to-Exceed in the amount of \$1,561,697.40. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification in Appendix B.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2027.

For hourly, not-to-exceed service (Tasks 5-8), the Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs per latest audited overhead rate provided by Garver, plus a markup of ten percent (10%), plus direct reimbursable expenses normal and necessary for the completion of the Services. Estimated cost of these hourly services are estimated at \$1,561,697.40. The actual total fee may not be exceeded without written authorization by the Owner. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

Work Order No. 1
Glenpool WWTP

2 of 3

Version 1
Garver Project No. 2300438



1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded with mutual acceptance. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold. In no event shall the not-to-exceed amount be exceeded without mutual acceptance and written authorization from Owner.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

- 3.1.1 Appendix A - Scope of Services
- 3.1.2 Appendix B – Fee Spreadsheet and Unit Rates

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

Glenpool Utility Service Authority

Garver, LLC

By: _____
Signature

By: Mary Elizabeth Mach
Signature

Name: _____
Printed Name

Name: Mary Elizabeth Mach, PE
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: September 27, 2023

Attest: _____

Attest: [Signature]

Work Order No. 1
Glenpool WWTP

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Version 1
Garver Project No. 2300438



APPENDIX A (SCOPE OF SERVICES)

Garver agrees to perform engineering services in connection with the Glenpool Utility Service Authority (GUSA) Wastewater Treatment Plant (WWTP) Improvements as hereinafter stated, in accordance with the stipulations in this agreement. Generally, the scope of services includes conceptual evaluation and design of the WWTP Improvements. GUSA has retained a third-party Program Manager for survey, geotechnical coordination, record research coordination and environmental information document. GUSA (Owner) will furnish this information to Garver for project use. The planned improvements include construction of new facilities and rehabilitation of existing facilities. Bidding and Construction Phase services are also included below as additional services. The improvements generally include the following:

- (1) Parshall Flume Rehabilitation
 - i) Capacity and condition assessment of facility (based on visual observations, detailed structural evaluation not included)
 - ii) Recommend installing new influent flow measurement or combining with the new headwork
 - iii) Minimize odor potential, where possible
- (2) Existing Grinder Unit with Auger Screen Rehabilitation
 - i) Assess condition of existing grinder and auger
 - ii) Recommend installing new grinders or combine with influent pump station
 - iii) Capacity and condition assessment of grinder influent pumps (based on visual observations, detailed structural evaluation not included)
- (3) Influent Lift Station
 - i) Capacity and condition assessment of Influent Lift Station (based on visual observations, detailed structural evaluation not included)
 - ii) Establish influent minimum/maximum flow capacity needs and size influent pump station accordingly
 - iii) Replace existing pumps as much as practical and add new pumps as needed to meet influent capacity needs
- (4) New Headworks
 - i) New screening
 - ii) New grit removal system
 - iii) Flow diversion to FEB
- (5) New Sequencing Batch Reactor
 - i) New three-basin SBR system
- (6) New Disinfection System
 - i) Evaluate two predetermined disinfection methods (Ultraviolet vs chlorine)
 - ii) Rehabilitate and modify existing disinfection facilities, if chlorine disinfection is recommended
- (7) Effluent Pump Station
 - i) Evaluate peak capacity



- ii) Rehabilitate/Modify existing effluent wet well
- iii) Increase hydraulic capacity of effluent pumps/force main to meet projected needs
- iv) New non-potable water (W2) pump station and delivery network
- (8) Effluent Force Main Discharge Location
 - i) Utilize existing discharge location
 - ii) Capacity and condition assessment of manholes and valves on effluent force main (based on visual observations, detailed structural evaluation not included)
 - iii) Recommend rehabilitation, if needed
- (9) New Aerobic Digesters
 - i) New aerobic digesters to digest waste from SBR
 - ii) Goal is to achieve Class B sludge
- (10) Digested Sludge Dewatering
 - i) New sludge dewatering building
 - ii) New sludge dewatering
 - iii) New sludge conveyor
 - iv) New sludge feed pumps
 - v) New dewatered sludge loading area
 - vi) Evaluate sludge dewatering equipment
- (11) Sludge Final Disposal
 - i) Assume final disposal is at municipal landfill
- (12) Odor Control
 - i) New odor control
 - ii) Evaluate locations and technologies
- (13) New Administration/Operations Building
 - i) New administration and operations facility
- (14) Site Civil Improvements
 - i) Site grading, paving, and drainage improvements as required for improvements herein. Note: The flood plain analysis provided by Owner/PPM will identify the site berm and flood plain improvements that will be incorporated in the site improvements.
 - ii) Site Access Road Improvements
 - iii) Flow Equalization Basin (FEB) solids removal and modification for future use
- (15) Site Electrical Improvements
 - i) Site electrical improvements as needed to support improvements herein
- (15) SCADA
 - i) New plant-wide SCADA HMI hardware and software with redundancy features
 - ii) New PLC control panels at new and existing facilities



1. TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

a. Kickoff Meeting

Garver will prepare for and conduct a project kickoff meeting with the Owner. The kickoff meeting will include the following:

Prepare and present a request for information to the Owner prior to the project kickoff meeting.
Perform a site visit immediately following the kickoff meeting.
Prepare kickoff meeting minutes that document discussions and action items.

b. Garver will also perform the following:

- (a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
- (b) Coordinate with team members (including geotechnical, abstractor, and on-call) during planning stages.
- (c) Conduct internal reviews including QA/QC comments of deliverables with the comments incorporated prior to delivery to Owner.
- (d) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.
- (e) Provide the Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
- (f) Submit to the Owner detailed monthly invoices.

c. Virtual Progress Meetings

Garver will coordinate up to eight (8) recurring progress meetings with Owner to discuss progress and key design decisions. These meetings will be held virtually via Microsoft Teams, and are anticipated to end after the project reaches the permitting and/or bidding phase.

d. Design Workshops

Garver will lead key design workshops to discuss specific facilities and technologies to be utilized. The following key workshops are included:

- Workshop 1 – Influent Parshall Flume, Grinder Station, Influent Pump Station, and Effluent Pump Station evaluation and proposed concepts. FEB modification and flow diversion concepts.
- Workshop 2 – SBR System, Blowers, Aerobic Digestion, and Sludge Dewatering evaluation and concepts.
- Workshop 3 – Disinfection Systems Evaluation, SCADA (WWTP, De-chlorination building near Arkansas River), and new plant staffing needs. Provide concepts for future integration of Lift Station SCADA with WWTP SCADA.

These workshops can be virtual or in-person at the Owner's office which will be determined ahead of each workshop.



2. TASK 2 – GEOTECHNICAL COORDINATION

Garver will utilize the Owner-provided geotechnical report completed in March 2023. All information provided is assumed to be correct and Garver will coordinate with the Owner on questions and clarifications on the geotechnical information. Once land acquisition and layout of the proposed site is finalized, Garver will communicate with Program Manager where, if any, additional geotechnical borings are needed. If additional borings are required for the project, these can be added by written amendment agreed to by Owner and Garver to this scope of work.

3. TASK 3 – PRELIMINARY DESIGN

The Preliminary Design phase submittal will include a Design Criteria Technical Memorandum (TM) documenting the design criteria for purposes of communicating changes since Engineering Report phase with ODEQ, preliminary drawings, and an opinion of probable construction cost (OPCC) within -30% to +50% accuracy range of expected construction cost. The Design Criteria TM will be organized by facility. The Design Criteria TM will include the following sections:

- Executive Summary
- Overall Project Design Criteria including influent flow and loading recommendations, Influent pump station, Headworks, and FEB
- SBR System and Disinfection Criteria
- Aerobic Digestion/Sludge Dewatering Criteria
- Effluent Pump Station and Force Main Criteria
- Odor Control Criteria
- Electrical, Instrumentation, and Controls Concepts and Criteria
- Construction Sequencing and Constraints
- Opinion of Probable Construction Cost, Equipment Cut Sheets, 50% Drawings

The preliminary design phase will represent approximately 50 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Owner comments will be discussed at a Preliminary Design Workshop. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design.

a. Technical Memoranda

Garver will provide two Technical Memoranda (TMs) to the Owner prior to the Preliminary Design Submittal. The intent of the TMs will be to screen viable technologies and provide conceptual layouts and costs for potential alternatives and are to include the following:

- Disinfection Technology: evaluation of using ultraviolet (UV) or chlorine including strategy for maintaining disinfection in the effluent force main for compliance at the Arkansas River discharge. Evaluation of peracetic acid (PAA) as an option for effluent force main residual disinfection will be discussed; however, it should be noted that PAA will likely require a pilot study for ODEQ approval.
- Dewatering Technology: summary and evaluation of up to three dewatering technologies and final recommendation.

Any updates to the Owner's Engineering Report for submission to ODEQ is the responsibility of the Owner.



b. Grit Sampling and Characterization

Garver will conduct field sampling through one subconsultant, anticipated to be up to three (3) days onsite. The sampling will develop a grit profile and estimated grit quantity of the grit entering the headworks facilities.

c. Effluent Force Main and Appurtenance Assessment

Garver will conduct a capacity and condition assessment of the effluent pipeline alignment and appurtenances such as manholes, air release valves, etc. This assessment will be based upon visual observations that can be made by walking the alignment, existing documentation, as-built drawings, and/or online maps to determine the general condition of the existing infrastructure based on current ODEQ construction standards. The assessment does not include material sampling, testing, or other detailed structural analysis. The assessment will primarily be based upon what observations can be gathered by Garver staff walking the alignment (assumed to occur over two days with up to three (3) Garver staff), general condition and capacity of the system, and ability to meet wastewater conveyance goals. Recommendations will be captured in the Design Criteria TM. Pipeline Assessment Certification Program (PACP) or Manhole Assessment Certification Program (MACP) level evaluations are not included in this assessment.

d. Comparable Site Visits

Garver will select and coordinate site visits of comparable plants for Owner staff to include SBR, Sludge Dewatering, Disinfection, and Headworks/Odor Control facilities. Three (3) site visits on up to three (3) separate days (same day travel) are anticipated.

e. Preliminary Design Workshop

Following submission of the draft DER, Garver will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner's office and major items of discussion will include:

1. Review of preliminary P&IDs and preliminary selection of instrumentation.
2. Review of preliminary SCADA design approach and system architecture.
3. Review of the preliminary site plan, hydraulic profile, and facility layouts.
4. Review major equipment selection.
5. Review proposed construction sequencing.
6. O&M workshop module.

Meeting minutes will be taken during the meeting and distributed to attendees following the meeting. Discussion items and comments agreed to by the Owner and Garver will be incorporated into the final Design Engineering Report.

a. Deliverables

This task will include the following deliverables:

- (a) Four (4) hard copies of Design Criteria Technical Memorandum and an electronic (pdf) copy. Electronic MS word copies to be provided if requested for Owner review/edits.
- (b) PDF format of Draft and Final Design Engineering Report. Electronic MS work copies to be provided if requested for Owner review/edits.



- (c) Four (4) hard copies of draft Design Engineering Report with half size drawings
- (d) Four (4) hard copies of Disinfection Technologies Technical Memorandum.
- (e) Four (4) hard copies of Dewatering Technologies Technical Memorandum.

4. TASK 4 – FINAL DESIGN

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details, final quantities, special provisions, and OPCC. The final design phase is anticipated to have two major submittals: 90% and 100%. The final design will also include an appropriate design progression allowance, bidding contingency, and escalation to midpoint of construction will be included in the OPCC based upon the level of design.

a. Drawings and Specifications

Based upon the results of the approved preliminary design by the Owner, Garver will develop the detailed plans and specifications as a part of the Final Design for a single construction contract. Up to two (2) Additive/Deductive alternatives will be included in consultation with Owner to accommodate project funding limits at the time of final design/biddings.

Project front end documents shall meet the requirements of the American Rescue Plan Act (ARPA) grant and OWRB loan program requirements. Garver will utilize Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.

b. Contract Documents

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include all necessary forms for project proposal, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. Garver's standard contract forms including documents from the EJCDC will be used as modified by the Owner, Owner's general and special conditions as required, along with Garver's standard drawing format and technical specifications. Forms and contents required by the ARPA Grant and Clean Water State Revolving Fund (SRF) requirements will be included as necessary.

c. ODEQ Construction Permit

Garver will prepare and submit an ODEQ Application for a Permit to Construct. The Owner will pay for all permitting fees imposed by ODEQ.

d. Environmental and Other Permits

The Owner is responsible for floodplain permit, US Army Corps of Engineering 404/401 permit, and any required Environmental Information Document (EID) for funding requirements. Garver shall advise and incorporate any other permits, if required, for the project.

The Storm Water Pollution Prevention Plan (SWPPP) will be the Contractor's responsibility as required by the Construction Contract documents.



e. Construction Sequencing Review and Plan

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Design Submittal Workshops.

f. Design Submittal Workshops

Garver will lead a review workshop for final design phases at 90%. This workshop will be held at the Owner's office to solicit comments and feedback from the Owner.

g. Deliverables

This task will include the following deliverables:

- (a) PDF copies at 90% and 100%
- (b) 90% plans, specifications, and OPCC:
 - 1) Three (3) hard copies of specifications and three (3) half-size drawings to the Owner.
 - 2) Two (2) hard copies of specifications and half-size drawing set to ODEQ for permit to construct.
- (c) 100% plans, specifications, and OPCC:
 - 1) Three (3) hard copies of specifications and half-size drawing set to Owner.
 - 2) Any additional copies necessary for ODEQ submission for permit to construct.

ADDITIONAL SERVICES

Additional Services are services that are necessary for the completion of the project but are not included within this Scope of Services. These services can be added by amendment for additional fee as agreed to by the Owner and Garver.

5. TASK 5 – BIDDING AND EQUIPMENT PROCUREMENT SERVICES

This task will accomplish the following:

a. Contractor Pre-Qualification

The scope of services assumes the period for prequalifying bidders is 30 calendar days. During the prequalification period phase of the project, Garver will:

- (a) Prepare Prequalification Information Packet that will serve as the Request for Qualifications for interested Contractors for prequalification. Coordinate Owner's review and comment on the document.
- (b) Prepare and submit Advertisement for Prequalification for Contractors and their submittal of Statements of Qualifications to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- (c) Post advertisement for Prequalification for Contractors, Prequalification Packet, and any associated information to Garver's online plan room for download by prospective contractors.
- (d) Support the Prequalification Packet by preparing addenda as appropriate and posting on Garver's online plan room.



- (e) Participate in a Prequalification meeting.
 - (f) Prepare a Prequalification meeting memorandum. Following Owner's authorization, post the Prequalification meeting memorandum with attendance record on Garver's online plan room.
 - (g) Participate and chair a construction site tour by interested Prequalification meeting attendees and other interested parties.
 - (h) Attend the Prequalification Submittals of Qualifications opening.
 - (i) Prepare a review of each Submittal of interested contractors based upon agreed to criteria. Also, perform the following:
 - 1) Verify Contractor's certifications and licenses to serve as the Prime Contractor for this Project.
 - 2) Survey (via telephone) the submitted project references.
 - 3) Survey (via telephone) the submitted references for key staff.
 - 4) Evaluate the submittals and recommend prequalified contractors to Owner.
 - (j) Prepare prequalification notices to qualified contractors and advise of preliminary schedule for bidding.
- b. Bidding Assistance

The scope of services assumes the bidding period for prequalified bidders is 30 calendar days. During the bidding period phase of the project, Garver will:

- (a) Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
 - (b) Post advertisement for bids, construction contract documents, and any associated information to Garver's online plan room for download by prospective bidders (at an appropriate cost for handling).
 - (c) Support the contract documents by preparing addenda as appropriate and posting on Garver's online plan room.
 - (d) Participate in a pre-bid meeting.
 - (e) Prepare pre-bid meeting minutes. Following Owner authorization, post the pre-bid meeting minutes with attendance record on Garver's online plan room.
 - (f) Participate and chair a construction site tour by interested pre-bid meeting attendees and other interested parties.
 - (g) Attend the bid opening.
 - (h) Prepare bid tabulation.
 - (i) Evaluate bids and recommend award.
 - (j) Attend and participate in reporting recommendation of award to City Council.
 - (k) Prepare construction contracts.
 - (l) Prepare conformed documents and provide up:
 - 1) To the Contractor: three (3) hard copies of specifications, three (3) hard copies of full-size drawings and three (3) hard copies of half-size drawings. Electronic (PDF) copies to be provided as requested.
 - 2) To the Owner: three (3) hard copies of specifications and three (3) hard copies of half-size drawings. Electronic (PDF) copies to be provided as requested.
- c. Equipment Procurement Services

It is anticipated that up to two (2) of the treatment technologies will be proprietary and/or long lead time and will need to be procured prior to completion of Contract Documents, Garver will assist in equipment procurement. Equipment will be bid and a contract will be awarded by the Owner. Notice to



Proceed/Procurement will be given during Final Design Phase, and Garver will perform submittal reviews. The contract will later be assigned to the successful Construction Contractor for delivery, installation, start-up, and warranty.

Based on the results of the Preliminary Design Phase, Garver will develop Equipment Procurement Solicitation Documents, including equipment specifications, terms and conditions. Garver will provide a Draft Solicitation and review with Owner. Garver will incorporate comments from the Draft Solicitation to prepare a Final Solicitation.

Garver will:

- (a) Assist the Owner in extending invitations to bid equipment and procurement solicitation.
- (b) Receive inquiries from Bidders during the bidding period and respond as required.
- (c) Review bids after receipt by Owner and develop a recommendation for award.
- (d) Assist Owner in interpretation of procurement solicitation and in making contract award.

6. TASK 6 – CONSTRUCTION ADMINISTRATION

During the construction phase of work, Garver will accomplish the following:

- (a) Issue a Notice to Proceed letter to the Contractor and prepare and attend preconstruction meeting.
- (b) Attend weekly progress/coordination meetings, for a 24-month construction period, with the Owner/Contractor.
- (c) Communicate and coordinate daily with the Owner's selected construction observer, review reports, and provide clarifications.
- (d) Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. The fee is based upon approximately 250 estimated submittals.
- (e) Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. The fee is based upon approximately 100 estimated RFIs.
- (f) Review the Contractor's progress payment requests, up to 24 requests, based on the actual quantities of contract items completed and accepted, and make recommendations to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and



material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

- (g) When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver. The fee is based upon reviewing approximately 20 estimated contract modification requests and preparing up to 8 change orders.
 - (h) Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request. Garver will also provide a project certification letter with final project cost to the Owner.
 - (i) Provide a maximum of three days of survey crew time for field checking quantities and contractor's layout.
 - (j) Provide record drawings incorporating any change orders, field changes, and Contractor revisions.
- a. Deliverables
- (a) PDF file of all submittals, RFIs, O&M manuals with digital bookmarks.
 - (b) One hard copy of all O&M Manuals to be provided by Contractor
 - (c) PDF of Record Drawings and Specifications.
 - (d) Record plans, and specifications:
 - 1) Three (3) hard copies specifications and three (3) hard copies of half size drawings to the Owner.
 - 2) One (1) hard copy of half size drawings to ODEQ.

7. TASK 7 – CONSTRUCTION OBSERVATION

Garver can provide the following observation services when so directed by the written request of the Owner. Garver's scope allows for one (1) Resident Project Representative on a fulltime basis (approx. 40 hours a week) for up to 24 months including expenses and will provide or accomplish the following:

- (a) Consult with and advise the Owner and/or Owner's third party manager during the construction period.
- (b) Coordinate with the firm providing construction materials quality assurance testing.
- (c) Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- (d) Maintain a project diary which will contain information pertinent to each site visit.
- (e) Maintain a set of working drawings and prepare and furnish record drawings based upon the Contractor markups.
- (f) Provide one (1) full-time resident construction observer qualified in the construction of treatment plant infrastructure for the construction contract performance time. The proposed fee represents one (1) full-time observation onsite for 40 hours per week over a 24-month construction period. The scope of services assumes observation of all concrete pours. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.



- a. The proposed fee for Construction Phase Services is based on a 730-calendar day construction contract performance time and can be provided at a pro-rated weekly cost. If the construction time extends beyond the time established in this agreement, the Construction Contract will be drafted such that Contractor is required to pay for excess professional services. The Construction Contract will also require the Contractor to pay for excess professional services beyond the observation limits described herein.
- b. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.
- c. Deliverables
 - (a) PDF of observation reports and testing reports. The Construction Contract documents will the Contractor to complete and provide daily reports.

8. O&M MANUAL AND STARTUP TRAINING

- a. Garver will provide on-site startup support. This effort will support operations staff and Contractor in startup of unit processes, optimizing control setpoints, and providing process operation guidance. These services includes up to two (2) weeks of one (1) Garver personnel onsite during key startup operations.
- b. O&M Manual

Garver will develop an O&M manual for the designed improvements and conduct a classroom training session over two (2) days with Owner's staff covering the O&M Manual. The O&M manual will include the following items for each process that is scoped for improvements in this project.

 - 1) Process Description and Flow Diagrams
 - 2) Equipment Information
 - 3) Process Control Description
 - 4) Troubleshooting list
 - 5) Equipment O&M Information (As submitted by the Contractor)

9. EXTRA WORK

The following items are not included under this agreement and will be considered as extra work:

- (a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.



- (b) PACP- or MACP-level inspections of the discharge pipeline.
- (c) Application Engineering Services or SCADA integration
- (d) Submittals or deliverables in addition to those listed herein.
- (e) Property line monumentation, including preparation of a survey plat, lot line adjustment, and lot split.
- (f) Environmental services of any kind except those identified in the scope of work.
- (g) Survey services, beyond coordination.
- (h) Construction materials testing, beyond coordination.
- (i) US Army Corps of Engineers, US Fish and Wildlife, and/or other permitting efforts outside of the ODEQ Permit to Construct
- (j) ODEQ permitting beyond obtaining a construction permit, Owner is responsible for NPDES discharge permit renewal.
- (k) Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- (l) Bidding and Construction Phase Services
- (m) Services after construction, except for the one-year warranty inspection.
- (n) GUSA permitting, beyond informal review and approval.
- (o) Alternative Project Delivery (Design-Build, CMAR, etc), including pre-purchasing bids.
- (p) Operations Training, outside the specification requirements for equipment provided by the Contractor.
- (q) ODEQ public meetings.
- (r) Receiving Stream Modeling.
- (s) SCADA computer hardware or software, software upgrades, or software license purchases. All required hardware and software will be specified in the bid documents to be provided by the contractor.
- (t) Enterprise IT network configuration.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

10. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below. This schedule is conceived to meet funding requirements but may require 14-day Owner review of submittals to meet these timelines.



Phase Description	Calendar Days
Task 1 – Project Management	Project Duration
Task 2 – Geotechnical Coordination	Project Duration
Task 3a – Technical Memoranda	45 days from Notice to Proceed
Task 3b – Preliminary Design	45 days from Owner approval of Technical Memoranda
Task 4a – Final Design – 90% and ODEQ Submittal	90 days from Client approval of Preliminary Design
Task 4b – Final Design – 100% Submittal	30 days after ODEQ approval
Task 5 – Bidding and Equipment Procurement	To be determined during Final Design
Task 6 – Construction Administration	24 months following construction Notice to Proceed
Task 7 – Construction Observation	24 months following construction Notice to Proceed
Task 8 – O&M Manual and Startup Training	Throughout construction duration