# REGULAR MEETING SAND SPRINGS/SAPULPA JOINT BOARD MEETING

Inter-local Cooperation Agreement
Tuesday, April 18, 2017
1:30 P.M.
Sapulpa City Hall
Conference Room – First Floor
424 East Dewey Avenue, Sapulpa, Oklahoma

#### **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Minutes
  - A. Consider approval of minutes for the January 17, 2017, Regular Joint Board Meeting.

#### 4. BUSINESS

- A. Discuss and consider recommendation to respective municipal trust authorities an agreement for engineering services with Tetra Tech for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2017-2018 in the total amount of \$305,830.00.
- B. Discuss and consider recommendation authorizing staff to order a new Ball Valve (flow control valve) for SRWCS Pump Number 4 at a cost of \$31,648. The project will additionally include a \$1,582 cost for disassembling, technical inspection, and evaluation of the existing Ball Valve previously sent to the OEM Factory with an order approved for rehabilitation. Rehabilitation of the existing valve was refused by the OEM Factory after the noted inspection. The project total cost is \$33,230.

#### 5. STAFF REPORTS

- A. Discuss the SRWCS Right-Of-Way Easement Encroachment on Easement Number SSS-6. (discussion only, no action required).
- B. Discuss the April 12, 2017 SRWCS Right-Of-Way Easement Helicopter Fly-Over. (discussion only, no action required).
- C. Discuss a possible future Army Corps of Engineers short-term curtailment of Raw Water Supply from Skiatook Lake to facilitate Corps Maintenance Projects. (discussion only, no action required).

D. Skiatook Raw Water Conveyance System Status Report of April 3, 2017, by Tetra Tech. (discussion only, no action required).

#### 6. Adjournment:

(The next meeting is July 18, 2017, at 1:30 P.M. in Sapulpa).

Date Posted: 125 pm

This agenda was posted at \_\_\_\_\_ p.m. on April \_\_, 2017 on the digital display board located in the lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063, by Janice Almy, City Clerk, City of Sand Springs, Oklahoma.

Janice Almy, City Clerk, City of Sand Springs, Oklahoma

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#### **MINUTES**

SAND SPRINGS/SAPULPA JOINT BOARD

Interlocal Cooperation Agreement Tuesday, January 17, 2017 at 1:30 P.M.

#### Regular Meeting

Sand Springs Public Works Administration Building 13101 W. 46<sup>th</sup> Street Conference Room 10 Sand Springs, Oklahoma 74063

**MEMBERS PRESENT:** 

Mike Burdge, City of Sand Springs

Elizabeth Gray, City of Sand Springs

Lou Martin, City of Sapulpa Rick Rumsey, City of Sapulpa

**OTHERS PRESENT:** 

Derek Campbell, City of Sand Springs

Frank Weigle, City of Sand Springs

Rick Sauer, Tetra Tech Robert Petitt, City of Sapulpa

John Houston, City of Sapulpa

The Sand Springs/Sapulpa Joint Board met in regular session on Tuesday, January 17, 2017 at 1:30 p.m. in the Sand Springs Public Works Administration Building pursuant to the agenda filed with the City Clerk's office and posted at 12:12 p.m. on January 12, 2017 on the digital display board located in the first floor lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063.

#### - 1. Call to Order

Chairman Burdge called the meeting to order at the noted time of 1:30 p.m.

#### 2. Roll Call

Mr. Burdge called for an individual roll call with members replying in the following manner:

Mr. Martin, here; Mr. Rumsey, here; Mr. Burdge, here; Ms. Gray, here.

#### 3. Minutes

Approval was requested for the minutes of the October 18, 2016 Regular Joint Board meeting.

A motion was made by Mr. Rumsey and seconded by Mr. Martin to approve the minutes of the October 18, 2016 Sand Springs/Sapulpa Regular Joint Board meeting.

Mr. Burdge called for the vote recorded as follows:

Mr. Martin, aye; Mr. Rumsey, aye; Mr. Burdge, aye; Ms. Gray, aye.

#### 4. Business

A. Discuss and consider approval for staff to order the rehabilitation of SRWCS Pump Number 4 Ball Valve (flow control valve) at an estimated cost less than \$26,000.

A motion was made by Mr. Rumsey and seconded by Mr. Martin to authorize staff to order the rehabilitation of SRWCS Pump Number 4 Ball Valve (flow control valve) at an estimated cost less than \$26,000.

Mr. Burdge called for the vote recorded as follows:

Mr. Martin, aye; Mr. Rumsey, aye; Mr. Burdge, aye; Ms. Gray, aye.

B. Discuss and consider approval for staff to initiate the acquisition process of property for a future second SRWCS One-Way Tank at an estimated cost less than \$10,000.

A motion was by Ms. Gray and seconded by Mr. Martin to authorize staff to initiate the acquisition process of property for a future second SRWCS One-Way Tank at an estimated cost not to exceed \$10,000.

Mr. Burdge called for a vote recorded as follows:

Mr. Rumsey, aye; Mr. Martin, aye; Ms. Gray, aye; Mr. Burdge, aye.

C. Discuss and consider approval for staff to solicit bids and order work for SRWCS Conduit Air Relief Valve and Vault Rehabilitation at an estimated cost less than \$37,000.

A motion was made by Mr. Rumsey and seconded by Mr. Martin to authorize staff to solicit bids and order work for SRWCS Conduit Air Relief Valve and Vault Rehabilitation at an estimated cost not to exceed \$37,000.

Mr. Burdge called for a vote recorded as follows:

Mr. Martin, aye; Mr. Rumsey, aye; Ms. Gray, aye; Mr. Burdge, aye.

D. Discuss and consider approval for staff to order additional Cathodic Protection Materials and Installation Services at six (6) SRWCS Conduit Appurtenance Vaults at an estimated cost less than \$23,000.

A motion was made by Mr. Martin and seconded by Mr. Rumsey to authorize staff to order additional Cathodic Protection Materials and Installation Services at six (6) SRWCS Conduit Appurtenance Vaults at an estimated cost less than \$23,000.

Mr. Burdge called for a vote recorded as follows;

Mr. Rumsey, aye; Mr. Martin, aye; Ms. Gray, aye; Mr. Burdge, aye.

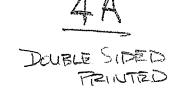
#### 5. Staff Reports (No Action Required)

- A. Discussed the OMAG recommendation to increase the appraised insurance value of the Skiatook Pump Station Building, Skiatook Strainer Building, and Property In The Open located at the Skiatook Pump Station.
- B. Discussed the Operating Condition of SRWCS Pump No. 1 Motor after the most recent Shermco Industries Testing and Operating Assessment.
- C. Discussed the SRWCS Status Report for December 2016 of January 5, 2017.

#### 6. Adjournment - 1:53 P.M.

The next meeting is scheduled for April 18, 2017 at 1:30 P.M. in Sapulpa.

#### Memorandum



Date: April 10, 2017



**Tetra Tech** 

To:

Sapulpa Municipal Authority

Sand Springs Municipal Authority

From:

Neill Pulliam, P.E., Project Manager

Subject:

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

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

The scope of work and corresponding labor / cost budget is composed of three separate sections:

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

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

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

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

#### **AGREEMENT**

#### **FOR**

#### **ENGINEERING SERVICES**

## SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017 - 2018

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

#### WITNESSETH:

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

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

WHEREAS, Engineer is prepared to provide the Services;

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

#### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the \_\_\_\_\_day of \_\_\_\_\_ 2017.

#### **ARTICLE 2 - GOVERNING LAW**

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

#### ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

#### **ARTICLE 4 - COMPENSATION**

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

#### **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

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

#### **ARTICLE 6 - STANDARD OF CARE**

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

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

#### **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

- 7.1 <u>General.</u> Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.
- 7.2 <u>Indemnification.</u> Engineer and Owner each agrees to defend, indemnify, and hold hamless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.
- 7.3 <u>Consequential Damages.</u> Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.
- 7.4 <u>Survival.</u> Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.
- 7.5 <u>Limitations of Liability</u>. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the limits of the Engineer's insurance coverage.

#### **ARTICLE 8 - INSURANCE**

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

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate. Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional

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

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

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

#### **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

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

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

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

#### ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

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

#### ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

#### **ARTICLE 14 - TERMINATION**

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

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

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

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

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

#### **ARTICLE 16 - COMMUNICATIONS**

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

Engineer: Tetra Tech, Inc.

7645 E. 63<sup>rd</sup> Street, Suite 301 Tulsa, Oklahoma 74133

Attention: D. Neill Pulliam Jr, P.E.,

Owner: Sand Springs/Sapulpa Joint Board

c/o Sand Springs Municipal Authority

PO Box 338

Sand Springs, OK 74063

Attention: Mr. Derek Campbell, P.E.

and

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

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

#### **ARTICLE 17 - WAIVER**

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

#### **ARTICLE 18 - SEVERABILITY**

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

#### **ARTICLE 19 - INTEGRATION**

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

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 21 - ASSIGNMENT**

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

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

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

#### **ARTICLE 23 - PERIODIC REVIEW AND PERIOD OF SERVICE**

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

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

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

### **ARTICLE 24 – MAINTENANCE EQUIPMENT AND SUPPLIES**

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

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

Owner: Sapulpa Municipal Authority

Engineer: Tetra Tech, Inc.

By

D. Neill Pulliam Jr, P.E.

Title Chief Engineer

Date Date

#### **APPROVED**

Municipal Authority Attorney

ATTEST

Secretary

Owner: Sand Springs Municipal Authority

Title

Date \_\_\_\_\_

#### **APPROVED**

Municipal Authority Attorney

#### **ATTEST**

Secretary

#### ATTACHMENT A

TO

# AGREEMENT FOR ENGINEERING SERVICES BETWEEN

SAPULPA MUNICIPAL AUTHORITY AND SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS AND

TETRA TECH, INC., ENGINEER FOR

SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017-2018

#### **SCOPE OF WORK**

The following scope of services shall be made a part of the Agreement dated the \_\_\_\_\_day of \_\_\_\_\_2017.

#### I. PROJECT UNDERSTANDING

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

#### II. SCOPE OF SERVICES

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

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

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

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#### ATTACHMENT B

TO

### AGREEMENT FOR ENGINEERING SERVICES BETWEEN

# SAPULPA MUNICIPAL AUTHORITY AND SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS AND

TETRA TECH, INC., ENGINEER FOR

SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017 - 2018

#### COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the \_\_\_\_day of \_\_\_\_\_2017.

- I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER:
  - A. Basic Engineering Services. For basic engineering services performed under Article 3, the Owner will pay the Engineer at the hourly rates, plus burdened expenses, set forth in Engineer's Rate Schedule (Attachment D). The rates shown include all costs, including overhead and profit. Total maximum billing shall not exceed \$305,830.00 without further authorization.
  - B. Additional Engineering Services. For additional engineering services, initiated by written authorization from Owner representative and performed under Article 3, the Owner will pay the Engineer at the "Additional Services" Hourly rates, set forth in Engineer's Rate Schedule (Attachment D), plus subcontract work, if any, and direct expenses at burdened cost plus 10%. Billing rates will not exceed those set forth in Engineer's Rate Schedule (Attachment D).
- II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month.
  - A. Basic Engineering Services. For the basic engineering services performed under Article 3, monthly payments shall be made in proportion to services performed. Owners shall pay the invoices as follows:

Sand Springs 60% Sapulpa 40%

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

Sand Springs 60% Sapulpa 40% This sheet intentionally blank

EXHIBIT B-1
ESTIMATED MANHOURS AND COSTS

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	87/01/17 04/30/13	04/30/13	2,608	8	2002	822	22			=	Ø	-	-	127,222	+	1	1	1	ZE,734
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		81/01/30		1	1	4	+	4	$\prod$		+	+	$\frac{1}{1}$		+	t			3.7.0
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	07/01/17 06/10/18	91/01/30	-	1	1	1	1	-		1	+	+	╪	13	+	T	##	ľ	10.00
RO2 - EQUIP FOR STA / RW	81/01/11 04/10/18	81/64/30	•	1	+	+	+		1	†	+	+	+	-	+	T			
		1		1	+	+	+	_		†	†	+	†	-	+	†·	ľ	21,045	22,045
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ROS - SUPPLIES	rrinal/n			T	$\dagger$	H	-				H	Н	H						
			7,490	Ī	ŀ	3	7,	,,	7.1		75	-		231,131	ŀ	16,740	ELY'0E	27,486	305,830
IOURIS)	100818 01/01/11 04/30/18	T lacks	2000																

# EXHIBIT B-2 (For Information of Potential Estimated Costs)

			*****	Budget
R.01 - System ar	nd Equipment	rebuild/ replacement	2/16/1	7 ADJUST
			-	
: PMP IQ1000 MO	TOR PROTECT	FION RELAY & RTD MODULE	\$	-
EMERGENCY CRA	NE RENTAL S	ERV	\$	=
ONE WAY TANK A	LTITUDE VALV	E REPAIR KIT	\$	677
COMPRESSOR CO	ONTROL - EVAL	_ & RELAY	\$	-
Strainer #1 worm	gear reducer		\$	
Strainer #1 backw	ash valve		\$	
Strainer #2 backw	/ash valve - re	build kit	\$	526
ROW Maintenanc	e [materials]		\$	-
ROW Maintenanc	e [Equipment	Rental - skid loader]	\$	2,043
Pull pump and reb	ouild [P301 in C	08]	\$	-
HVAC emergency	repairs		\$	1,500
12" gate valve and	d hardware		\$	-
Replace <sub>2</sub> 1 suspe	ended heaters:	Strainer Bldg / Station 15KW 480V	\$	2,314
Emergency Telem	netry Repairs		\$	-
meter repairs			\$	-
meter calibration			\$	**
Butterfly Valve		REPLACE	\$	-
***SPARE TRANSI	OUCER:		\$	1,086
***PURCHASE SPAI	RE TRANSFORM	MER: \$14658 + SHIPPING [OWNER PO]	\$	- 1
			\$	8,146

EXHIBIT B-3

### (For Information of Potential Estimated Costs)

\$			ROW		
·		1			
Œ	848	\$	_		
		\$	339		
\$	679	\$	•		
\$	•	\$			
	2,036				
	-		-		
	1,561	\$	-		
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	1,697		271		
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			**		
\$	3,149	\$	**		
\$	-		6,000		
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\$	-	\$			
\$	15,513	\$	6,814		
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EXHIBIT B-4
(For Information of Potential Estimated Costs)

R.	BUDGET 34 - Subcontracts / Vendors		······					
			Station		ROW		Facilities	
ANNUAL		İ		İ		Ħ	dominos	<u> </u>
Annual flight		s	-	\$	2,321	\$	-	
Yard Maintenance [Beginning FY 09-10 Owner response	onsibllity)	\$	-	5	•	\$	0	1
HVAC (annual service)		s	740	\$	· •	S	-	
MICRO-COMM ANNUAL SERV "SYS CHECKOUT"	SYSTEM TELE. DEBUG	\$	•	\$	•	\$	2,036	1
MICRO-COMM ANNUAL EQUIP INSURANCE (excludes	labor)	s		\$	-	5	2,443	1
Meter Calibration (sta.)	field calibration in-house	\$	•	\$	•	\$	•	
Cathodic services on (2) tanks		5		\$	-	\$	2,145	4
Meter Calibration	(MV)	\$	-	5	1,120	s		521,045.44
MOTOR INSULATION CHECK X 1		\$	1,912	\$	•	\$	•	Ž.
MOTOR VIBRATION CHECK X 2		\$	3,397	s	•	\$	•	\$25
Herbicide Treatment	PSO	s		s	-	s	-	
Tank base seal		s	•	s	<del>-</del>	s		
Cathodic services - Vault Piping		s	-	s	2,851	5		
ANNUAL CLEANING TANK #2 (OWNER PO) ~\$8300 (M	arch 2016)	s	•	s	-	s	-	
***ANNUAL OVERHEAD HOIST INSPECTION		s	-	s	_	s	394	
***TRANSFORMER OIL SAMPLE - TEST - RPT X 2		s	+	s	-	s	1.068	
PAGE PLUS (Emergency Pager for Operator / Alt Opera	tor on-call)	5	•	s	•	5	619	
TRI-ANNUAL		Ī			<del>/</del>	Ì		
Clean Arrestor & One-Way Tank	DUE 3/13/2016 /2019 /2022	s		s	-	s	-	
Clean #1 Tank - 2 MG (OWNER PO) ~\$8270	DUE 3/13/2016 /2019 /2022	s	-	s	-	s		
Touch up Paint - One-Way Tank	DUE 3/13/2016 /2019 /2022	s	•	s	-	s		
Touch up Paint - Surge Arrestor	DUE 3/13/2016 /2019 /2022	S	-	\$	-	s	-	8
Porto - John Rental	DUE 3/13/2016 /2019 /2022	S	-	s	-	s	-	\$0.00
Replace Surge Arrestor Annodes (16) [if needed]	DUE 3/13/2016 /2019 /2022	S	-	S	_	s		
Pipeline Inspection - excavation / backfill	DUE 3/13/2016 /2019 /2022	5		\$	-	\$	-	
Switch gear IR Survey - elect maintenance / rpt	DUE 3/13/2016 /2019 /2022	\$	-	\$	-	\$	-	
		\$	6,048.78	\$	6,291.55	\$	8,705.11	
	ESTIMATED TOTAL	5	6,049	-	6,292		8.705	
			Station		ROW	*********	acilities	
				\$:	21,045			
								• •

#### **EXHIBIT B-5**

### (For Information of Potential Estimated Costs)

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

#### ATTACHMENT C

TO

# AGREEMENT FOR ENGINEERING SERVICES BETWEEN

SAPULPA MUNICIPAL AUTHORITY AND SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS AND

TETRA TECH, INC., ENGINEER FOR

SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017 - 2018

#### **OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

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

#### I. OWNER RESPONSIBILITIES

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

#### II. SPECIAL CONDITIONS - EXCLUSIONS

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

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

#### ATTACHMENT D

TO

# AGREEMENT FOR ENGINEERING SERVICES BETWEEN

SAPULPA MUNICIPAL AUTHORITY AND SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS AND

TETRA TECH, INC., ENGINEER FOR

SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017 - 2018

#### **RATE SCHEDULE**

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

#### I. PROFESSIONAL FEES BASED ON TIME

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

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

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

#### II. DIRECT COSTS

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

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

#### IV. ADJUSTMENT CLAUSE

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

#### ATTACHMENT E

TO

# AGREEMENT FOR ENGINEERING SERVICES BETWEEN

SAPULPA MUNICIPAL AUTHORITY AND SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS AND

TETRA TECH, INC., ENGINEER FOR

SKIATOOK RAW WATER CONVEYANCE SYSTEM OPERATIONS AND MAINTENANCE FY 2017 - 2018

#### **SCHEDULE**

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

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



Reference: 18" Pratt 300# Ball Valve SN 8-101720-6

Subject: Results of Dis-Assembly, Beadblast and Inspection

Visual Observations of Components

1) The top shaft is seized to the actuator lever and requires replacement

2) Both Taper Pins are worn and threads were stripped on one. Replacement required.

3) Rotor Taper Pin holes have corrosion damage and are questionable for re-use.

- 4) All internal parts (end and center pieces) show considerable material loss due to cavitation of normal wear. Grooved Dovetails in the end pieces that hold the seat have missing material that could jeopardize the seat retention and make the seal incapable of holding at operating pressures.
- 5) Rotor shows signs of cavitation damage as well.

#### Conclusion:

Based on the visual inspection and dimensional loss of material, Pratt Quality has serious concerns about the seat retainment area, taper pin hole and groove dovetails as well as the structural integrity of the valve. Based on this inspection Pratt prefers not to refurbish this 18" 300# Ball valve. Attached are the quality inspection summary and pictures relating to this refurbishment.

Robert L. Hurst Application Engineer II Aftermarket Henry Pratt Company.



NEW ADDRESS 6507 E. 42<sup>nd</sup> St. Tulsa, OK 74145 Phone: (918) 251-2121 Fax: (918) 251-1051 www.HEeqpt.com

3/16/17

Mr. Frank Weigle Sand Springs Municipal Authority Sapulpa Municipal Authority feweigl@sandspringsok.org

Subject: Pratt Ball Valve SN 2193401HP Replacement Quote

Mr. Weigle;

We are pleased to confirm the following Pratt ball valve replacement quote on the subject:

One (1) 18" Pratt flanged 300#, 250# drill double rubber seated ball valve, ductile iron, 8 mils NSF epoxy, replacing existing returned valve reusing existing actuator (soft parts replaced if needed) from returned valve @ \$31,648.00 (please add \$6,216.00 if new actuator is required).

FOB: Factory, Freight: Allowed, Terms: Net 30, Taxes: Not included, Price validity: 30 days, Present shipment: 18 weeks

Please don't hesitate to let me know should you need anything else,

Respectively submitted,

Lee Young

#### CONDITIONS OF SALE

1. Prices are firm and proposal is valid providing:

A. A purchase order is received within 30 days of bid opening date. If this quotation is not accepted within 30 days after bid date, The Henry Pratt Company reserves the right to re-quote the project if necessary and price escalation may become required.

B. Approved drawings, if required, are returned within thirty (30) days of submittal date with full release to manufacture.

- C. Quoted lead tims are estimates only. Actual delivery dates will be provided after receipt of a signed approved submittal package. Pratt reserves the right to adjust quoted lead times based upon shop load/manufacturing times at the time of notice to proceed with fabrication.
- D. 100% Net 30 day terms are extended to customers who have submitted a completed credit application packet and have been approved by our credit department. Payment must be made in advance of credit release/shipment for all other accounts. No retainage is authorized.

### PRICES MAY BE SUBJECT TO RENEGOTIATION IF THE ABOVE CONDITIONS ARE NOT MET.

#### 2. Quoted prices exclude:

A. All taxes.

B. Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, mechanical joint, accessories, spool pieces, thimbles or non-standard Tags.

C. Extension stems, soil pipe, valve boxes, covers, or "tee" wrenches.

D. Installation and start-up service, on-site training, classroom instruction.

E. Spare parts.

F. Interconnecting piping or wiring.

G. Non standard submittal or record drawings, data, manuals, and information, as determined by the Henry Pratt Company.

H. Format and availability of O&M data for outsourced manufactured products, will be as provided to the Henry Pratt Co.

1. Hydraulic oil for cylinder operators and/or accumulator systems.

- 3. The quoted list of materials included herein represents our interpretation of Plans and Specifications and is not guaranteed to be complete or correct. All equipment quoted herein meets AWWA as applicable.
- 4. Attached Terms and Conditions of Sale apply to this quotation. The basic Warranty is in paragraph 7.
- 5. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

# 

### LIMITED WARRANTY

### 12 and 18 Month Material Warranty

Henry Pratt Company, LLC (Pratt) warrants each of its products to be free from defects in material and workmanship for a period of one (1) year from the date of shipment for parts OR eighteen (18) months from the date of shipment for all other goods, provided that such product was both: (1) under normal use and service and used for the purposes and under the conditions for which it is intended; and (2) installed and maintained according to Henry Pratt's instructions and applicable local codes.

Pratt's obligations under this warranty are conditioned upon prompt written notice of the defect from the purchaser. If any Pratt product is proven to have falled to conform to the above stated warranty, then Pratt, at its sole option, shall refund, repair, or replace the defective product (F.O.B, the point of manufacture). Pratt shall have the right to inspect the product for which a claim is made under this warranty. If Pratt requests such an inspection, then the purchaser must return the product to Pratt, transportation prepaid.

This warranty does not cover failure of any product caused by external forces such as, but not limited to, acts of God or the elements, civil insurrection, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave. The purchaser shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this warranty.

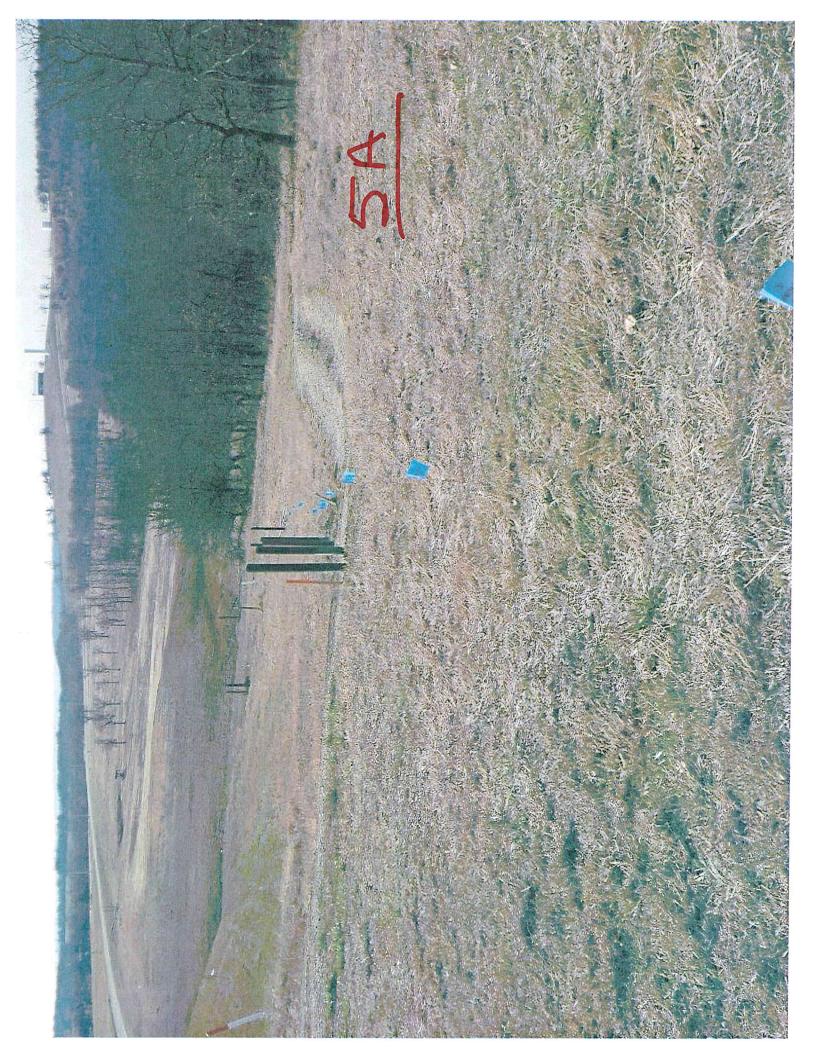
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING SPECIFICALLY, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL PRATT BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, FURTHER, PRATT HEREBY LIMITS ITS TOTAL LIABILITY TO THE VALUE OF PRODUCT SOLD.

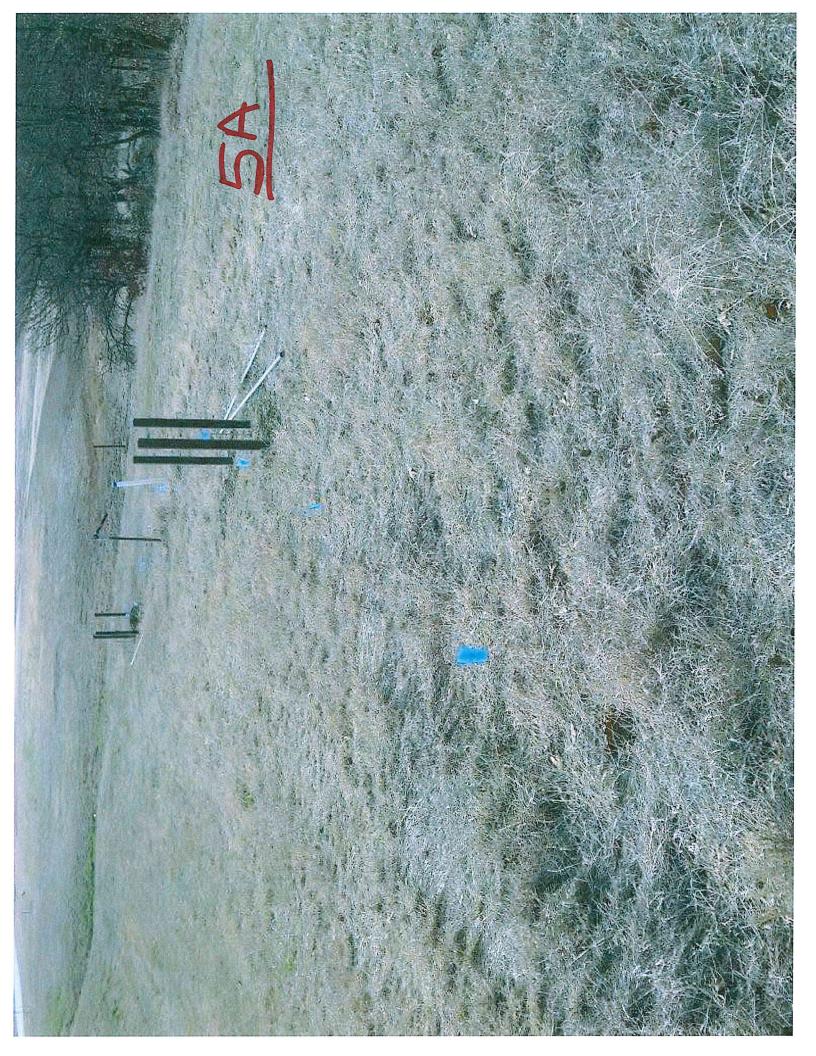
Form 13585 101/17

Mueller Co.

page 1 of 1











TO:

Mr. Derek Campbell, City of Sand Springs

FROM:

Rick Sauer

RE:

SKIATOOK RAW WATER CONVEYANCE SYSTEM

MARCH 2017 STATUS REPORT

DATE: April 03, 2017

#### GENERAL:

This report will cover the status of the Skiatook Raw Water Conveyance System from March 1, 2017, through March 31, 2017. The average water usage rate for Sand Springs during the month of March was 3.05 MGD (includes golf course, if any). The average water usage rate for Sapulpa during the month of March was 2.93 MGD. The total average water usage rate for the system during March was 5.98 MGD. (See the attached sheets for more detail.) The meter reading data reflects water usage from the beginning of the project through March 2017. The latest graph shows the water usage from February 2005 through March 2017. The electrical allocation print-out for the billing month of March is included within the attachments.

#### PERIOD IN REVIEW:

Tetra Tech (Tt) personnel continued to monitor and conduct routine maintenance on the entire system. There was one after-hours emergency call-out for the period March 1, 2017, to March 31, 2017.

In addition to many routine maintenance tasks, Tetra Tech personnel performed the following items during this period:

- Addressed 6 locate tickets associated with the SRWCS system, assisted the Owners' personnel with marking the system alignment when warranted, and reported potential conflicts to the Owners' representatives as necessary.
- 2. Prepared surfaces and re-painted the #4 pump base including 'touch-up' areas upon the remaining 3 bases as well.
- 3. Operator, with assistance from Sand Springs' personnel, removed the #4 18" ball valve on February 8. Sand Springs' personnel transported valve to maintenance yard and then shipped to Pratt Valve repair facility. Update: Pratt has reported that the aforementioned valve cannot be refurbished due to excessive corrosion. The Municipalities have approved purchase of a new replacement with 18-to 20-week delivery which will be late July or early August.
- 4. Operator bolted 18" blind flange to #4 discharge pipe as a safety measure.

#### PAGE 2

- 5. Manipulated reservoir's site valves and drained the #2 unit on the 10<sup>th</sup>. Matrix personnel completed annual reservoir cleaning on the 13<sup>th</sup> and 14<sup>th</sup>. Average 4 to 6 inches of silt removed. Representatives from Municipalities and Tetra Tech performed internal coating inspection on the afternoon of the 14<sup>th</sup> as well. Operator completed coating repairs to identified areas on the 14<sup>th</sup>. The reservoir was placed back into service late on the 15<sup>th</sup>, allowing 24-hours for repairs to cure.
- 6. Replaced #2 reservoir obstruction light bulb and photocell for both lights on the 13th.
- 7. Operator continues to fabricate flow control valve hoisting system. All components have been cut, welded, and primer paint applied. The channels and 'I' beams have been lowered to the discharge level. Installation to be completed as time allows.
- 8. Operator observed 4" steel fence posts set in concrete within perpetual easement at approximately Station 110+73 to Station 115+57 on the 13<sup>th</sup>. Photo images created and forwarded to pertinent Municipal authority. Property owner contacted. A locate request was NOT procured by owner or fence contractor prior to construction. Mr. Weigle visited site on the 22<sup>nd</sup>. Municipalities are working toward resolution as of this writing.
- 9. Replaced the control room emergency light battery on the 23<sup>rd</sup> as monthly testing indicated failure.
- 10. Received notification from Corps of Engineers (Lee Perry) stating that they plan to perform internal inspection of the intake structure flow gates, etc., early on April 3. There will be no water available to the system during the inspection period which will be 4 to 6 hours beginning 8:00 am. Operator notified pertinent Municipal authorities. Preparations are being implemented as of this writing.
- 11. Tetra Tech office received notice from right-of-way property owner Craig Sutton on September 20, 2010. He owns property from Station 328+99 to 384+53. He has revoked all trespass rights across his property to access structures which include Air Relief Valve #s 26, 27, 30, and 32; 36" Butterfly Valve #28; and 12" Blow-off Valve #29. Operator met with Mr. Sutton on September 27, 2010, in an attempt to resolve issue; however Mr. Sutton requests monetary compensation to grant access to right-of-way structures. Operator replied that he has no authority to approve monetary compensation on behalf of the municipalities. An 'on-site' meeting including Mr. Sutton, Mr. Weigle, GMA Construction, and Mr. Sauer was conducted on March 1, 2012. The municipalities and Mr. Sutton are currently working on an agreement to allow operator and contractors to access right-of-way for maintenance purposes.

#### **EMERGENCY REPAIRS W.P. 10:**

T-G Excavating continues to be on "standby" for any emergency line repairs.

#### PAGE 3

#### SS GOLF COURSE WATERLINE:

The golf course meter reflected a usage of -0- gallons for the month of March 2017. The usage readings, if any, are included in Sand Springs' average water usage rate as reported in paragraph one of this report.

#### **MAINTENANCE ISSUES:**

Operations considers corrosion to be one of the most serious issues that could possibly affect the future reliability of the SRWCS system. Priority corrosion concerns involve the system surge arrestor, the uncoated A.R.V.s, flanged outlets along the system, and the vault piping that doesn't meet standards to be considered cathodically protected. Operations will continue to gather trending data from the vault piping test stations in an effort to monitor for and report corrosion concerns associated with these areas of the system. Following the 2016 cathodic survey of vault piping by Corrpro, Tt forwarded the Corrpro report with recommendations attached, to the Owners' representatives for their consideration.

Operations continues to recommend that the Owners annually address unwanted growth along the SRWCS easement by utilizing a tractor and brush hog until a different means of removal becomes available.

#### **MISCELLANEOUS:**

The Skiatook Lake normal elevation is 714.00 feet at the top of the conservation pool. As of 12:00 p.m. midnight, March 31, 2017, the lake elevation was recorded at 711.57 feet.

LAKE LEVEL IS 2.43' BELOW NORMAL

#### Tt FEE STATUS

#### PERCENT EXPENDED FROM BUDGET

INVOICE	CONTRACT	OPER. &	DIRECT	REPAIR
MONTH	TIME	MAINT.	<b>EXPENSE</b>	& REHAB
March 2017	75%	83%	48%	0%

Attachments RS/lav//tk

cc:

Mr. Frank Weigle, City of Sand Springs, w/att.

Mr. Robert Petitt, City of Sapulpa, w/att.

SRWCS WATER USAGE

