REGULAR MEETING SAND SPRINGS/SAPULPA JOINT BOARD MEETING

Inter-local Cooperation Agreement
Tuesday, April 17, 2018
1:30 P.M.
Sapulpa City Hall
Conference Room – First Floor
424 East Dewey Avenue, Sapulpa, Oklahoma

AGENDA

- 1. Call to Order
- Roll Call
- 3. Minutes
 - A. Consider approval of minutes for the January 16, 2018, 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 2018-2019 in the total amount of \$340,944.00.
- B. Discuss and consider recommendation to respective municipal trust authorities approval of the purchase and installation of a new 300 KVA 4160 Delta-480Y/277 Square D Transformer for the SRWCS Pump Station with Shermco Industries in the total amount of \$30,210.00.

5. STAFF REPORTS - (Discussion Only, No Action Required)

- A. Discuss SRWCS Property Procurement Status for the One Way Surge Tank; and expansion of Easements SSS-35 and SSS-36.
- B. Discuss the April 5, 2018 SRWCS Right-Of-Way Easement Helicopter Fly-Over.
- C. Discuss schedules for Skiatook Lake Army Corps of Engineers Gate Structure Maintenance Projects; and the FY19 SRWCS Maintenance Outage.
- D. Discuss FY 18 SRWCS Equipment Replacements and Projects.
- E. Discuss the One Way Tank Project.

F.	Discuss a schedule for a SRWCS Presentation and Tour for the Joi	nt
	Municipal Authorities.	

G.	Discuss	(if required)	SRWCS	Status	Report	of A	pril 4,	2018,	by	Tetra
	Tech.				·	•	•		•	

6.	AD	JOL	IRN	M	EN	T:

(The next meeting is July 17, 2018, at 1:30 P.M. in Sapulpa).

Date Posted:	
Time Posted:	
Ву:	

This agenda was posted at _____ p.m. on April __, 2018 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

MINUTES

SAND SPRINGS/SAPULPA JOINT BOARD

Interlocal Cooperation Agreement Tuesday, January 16, 2018 at 1:30 P.M.

Regular Meeting

Sand Springs Public Works Administration Building

13101 W. 46th Street Conference Room 10 Sand Springs, Oklahoma 74063

MEMBERS PRESENT:

Beau Wilson, City of Sand Springs

Elizabeth Gray, City of Sand Springs

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

OTHERS PRESENT:

Frank Weigle, City of Sand Springs

Rick Sauer, Tetra Tech

Robert Petitt, City of Sapulpa

The Sand Springs/Sapulpa Joint Board met in regular session on Tuesday, January 16, 2018 at 1:35 p.m. in the Sand Springs Public Works Administration Building pursuant to the agenda filed with the City Clerk's office and posted at 2:00 p.m. on January 10, 2018 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

Vice Chairman Wilson called the meeting to order at the noted time of 1:35 p.m.

2. Roll Call

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

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

3. Minutes

Approval was requested for the minutes of the October 17, 2017 Regular Joint Board meeting.

A motion was made by Mr. Martin and seconded by Mr. Rumsey to approve the minutes of the October 17, 2017 Sand Springs/Sapulpa Regular Joint Board meeting.

Mr. Wilson called for the vote recorded as follows:

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

4. Business

A. Discuss and consider the recommendation to the respective municipal trust authorities the approval of the Agreement for engineering services with Tetra Tech for design, bidding, construction administration, an resident project representation services for a SRWCS One Way Surge Tank; and authorization for the Engineering Design Services for the Surge tank and connection to the existing conveyance conduit at a total maximum cost not to exceed \$44,700.

A motion was made by Ms. Gray and seconded by Mr. Rumsey for the recommendation to the respective municipal trust authorities for the approval of the Agreement for engineering services with Tetra Tech for design, bidding, construction administration, and resident project representation services for a SRWCS One Way Surge Tank; and authorization for the Engineering Design Services for the Surge Tank and Connection to the existing conveyance conduit at a total maximum cost not to exceed \$44,700.

Mr. Wilson called for the vote recorded as follows:

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

5. Staff Reports (No Action Required)

- A. Discussed the November 2019 schedule for the Corps of Engineers Skiatook Lake Maintenance Outage and SRWCS Operations planning for a concurrent Tri-Annual System Maintenance Outage during that period are currently ongoing.
- B. Discussed SRWCS Property Procurement Status for the One Way Surge Tank and easements SSS-35 and SSS-36.
- C. Discussed current FY 18 Pump Station Equipment Replacements to be scheduled.
- D. Noted for discussion (if requested) the SRWCS Status Report of January 3, 2018 by Tetra Tech.

6. Adjournment - 1:53 P.M.

A. A motion was made for adjournment by Mr. Rumsey and seconded by Mr. Martin.

Mr. Wilson called for the vote recorded as follows: All in Attendance, aye.

Date: April 10, 2018

Memorandum



To:

Sapulpa Municipal Authority

Sand Springs Municipal Authority

From:

Neill Pulliam, P.E., Project Manager

Subject:

SRWCS: Operations & Maintenance Agreement (FY 2018-2019)

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 2018-2019.

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	2319	\$214,859	\$65,215	\$280,074
Repair / Rehab / Upgrade (1)	49	\$3,939	\$6,121	\$10,060
Tri-annual Shut- down	189	\$17,479	\$33,331	\$50,810
Sub-totals	2557	\$236,277	\$104,667	\$340,944

[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 2018 - 2019

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 _____ 2018.

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 harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of 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. 63rd 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. Bick Rumsey Assistant Cit

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.
Ву	By Rullian
Title	D. Nell Pulliam Jr, P.E. Title Sr. Project Manager
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 2018-2019

SCOPE OF WORK

The following scope of services shall be made a part of the Agreement dated the _____day of _____2018.

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.
- 2. 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.
- 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.

A-2

- 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.

A-3

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 2018 - 2019

COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the _____day of _____2018.

- 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 \$340,944 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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RO4 - SUB / VENDORS	07/11/11 16/7	BE/DAINS				+	+	-				•					17,64	20
ROGA - OPERATOR TRAVEL [URST #10]	61/10/10 61/10/10	61/36/39	Ī	†	†	†	+	+	ļ.	ľ	ľ	ľ		ľ	15,001		Ī	15,001
BAC B. CTACC TRAVEL	1790 0171014	04/10/10	ľ		r	-	-								H	-		SEE
				T	T	-	-	-								-		
KO9 - SUPPULS	61/10/10 66/1	86/16/19	·	1	H		-				•	•			•	1	1201	1221
				T	\dagger	+	+	+	1	\int						_	Ī	
				Ì		1	And the second					I			2000	400	20.00	740.000
Total	Totals 07/01/18 64/	84/34/13	2,516	17	1,000	233	z	×	2	2			13467		867'67	Ch7'97	27,500	The state of the s

EXHIBIT B-2

(For Information of Potential Estimated Costs)

D 01 - System or	ed Equipment	rebuild/ replacement		Budget
n.ui - System ai	ia Equipment		T	
: PMP IQ1000 MO	TOR PROTECT	ON RELAY & RTD MODULE	\$	-
EMERGENCY CRA	NE RENTAL SE	ERV	\$	-
ONE WAY TANK A	LTITUDE VALVI	E REPAIR KIT	\$	677
COMPRESSOR CO	ONTROL - EVAL	. & RELAY	\$	-
Strainer #1 worm	gear reducer		\$	-
Strainer #1 backw	vash valve		\$	-
Strainer #2 backw	vash valve - rel	build kit	\$	-
ROW Maintenanc	e [materials]		\$	- 1
ROW Maintenanc	e [Equipment i	Rental - skid loader]	\$	2,043
Pull pump and reb	ouild [P301 in 0	98]	\$	-
HVAC emergency	repairs		\$	-
12" gate valve and	d-hardware		\$	
Replace <u>e</u> 1 suspe	ended heaters:	Strainer Bldg / Station 15KW 480V	\$	2,315
Emergency Telen	netry Repairs		\$	-
meter repairs			\$	-
meter calibration			\$	-
Butterfly Valve		REPLACE	\$	
***SPARE TRANSI	DUCER:		\$	1,086
***PURCHASE SPA	RE TRANSFORM	MER: \$14658 + SHIPPING [OWNER PO]	\$	-
			\$	6,121

EXHIBIT B-3 (For Information of Potential Estimated Costs)

R.02 - EQUIPMENT FOR STATION AND R	IGH	T-OF-WA	·Υ	
	S	tation	,	ROW
Purchase				
Strainer Parts #1 & #2	\$	838	\$	-
EROSION DEVICES	\$	-	\$	335
Hand Tools	\$	671	\$	-
Gauges	\$	-	\$	
Cup Changes	\$	2,012	\$	-
Replace 6 Hydraulic Hoses [Air/Oil Op]	\$	-	\$	-
Gland Replacement	\$	1,543	\$	-
4" ARV Valves(1) rebuild kit	\$	-	\$	-
6" ARV (1) rebuild kit	\$	•	\$	-
Pad Locks	\$	-	\$	201
Marker and Post [Replace 50 signs]	\$	-	\$	-
Misc. Equip	\$	1,677	\$	268
EXHAUST INTAKE SCRN	\$	-	\$	-
Pump Oil	\$	5,000	\$	-
GASKETS	\$	537	\$	-
Compressor Maint. Parts - Filter / filter kits	\$	3,112	\$	-
Rental				
***Brushhog / Mowing R/W	\$	-	\$	5,929
Generator (rental)	\$	-	\$	-
pressure washer (rent)	\$	-	\$	
Water pump (rent)	\$	-	\$	-
ATV (rental)	\$	-	\$	-
TOTAL	\$	15,390	\$	6,734
	\$			22,124

EXHIBIT B-4
(For Information of Potential Estimated Costs)

R.	BUDGET 04 - Subcontracta / Vendora							
			Station		ROW	F	Facilitles	
ANNUAL								
Annual light		\$		\$	2,294			
Yard Maintenance [Beginning FY 09-10 Owner responses	onsibi(ity)	\$	•	5	-	5	0	
HVAC (annual service)		\$	731	5	-	\$	-	
MICRO-COMM ANNUAL SERV "SYS CHECKOUT"	SYSTEM TELE. DEBUG	\$	-	\$		\$	2,012	
MICRO-COMM ANNUAL EQUIP INSURANCE (excludes	labor)	5	-	\$	-	\$	2.683	
Meter Calibration (sta.)	field calibration in-house	\$	•	\$	-	5	-	
Cathodic services on (2) tanks		5	-	\$		5	2.119	65
Meter Calibration	(MV)	\$	•	\$	1,107	\$	-	\$22,433,65
MOTOR INSULATION CHECK X 1	,	\$	2,674	\$	•	\$		22
MOTOR VIBRATION CHECK X 2		\$	3,614	5	•	\$		40
Herbloide Treatment	PSO	\$	-	\$		\$	•	
Tank base seal	A) &	\$		\$	•	\$	-	
Cathodic services - Vault Piping		5	•	\$	2,817	\$		
ANNUAL CLEANING TANK #2 (OWNER PO) ~\$10,630	(March 2017)	\$	-	5		\$	•	
***ANNUAL OVERHEAD HOIST INSPECTION		\$	-	\$	-	5	389	
**TRANSFORMER OIL SAMPLE - TEST - RPT X 2		\$	-	\$	-	\$	1,382	
PAGE PLUS (Emergency Pager for Operator / Alt Opera	ator on-call)	5		\$		5	612	
· W. I.	SUBTOTAL	\$	7,018 47	\$	6,217.62	\$	9.197.57	
TRI -ANNUAL			_					
Clean Arrestor & One-Way Tank	DUE 3/13/2016 /2019 /2022	S	4,610	S	•	\$		
Clean #1 Tank - 2 MG (OWNER PO) -\$11666	DUE 3/13/2016 /2019 /2022	5	-	\$	•	\$		
Touch up Paint - 2 MG Tank	DUE 3/13/2016 /2019 /2022	5	3,504	\$		\$		2
Touch up Paint - Surge Arrestor / 1 WAY	DUE 3/13/2016 /2019 /2022	S	4.505	\$	4	5	1	33 331 03
Porto - John Rental	DUE 3/13/2016 /2019 /2022	\$	671	S		\$		5
Replace Surge Arrestor Annodes (16) [if needed]	DUE 3/13/2016 /2019 /2022	5	2,683	\$		\$		Ü
Pipeline Inspection - excavation / backfill	DUE 3/13/2016 /2019 /2022	\$	1,341	\$	•	\$	• ,	
Switch gear IR Survey - elect maintenance / rpt	DUE 3/13/2016 /2019 /2022	\$	16,017	\$	-	\$		
	SUBTOTAL	\$	33,331.03	\$		\$	•	
	ESTIMATED TOTAL	\$	40,349.49	\$	6.217.62	\$	9,197.57	
		_	Station	_	ROW		Facilities	
				5	55,765			

EXHIBIT B-5

(For Information of Potential Estimated Costs)

BUDGET R.09 - MISC SUPPLIES	i		240000000000000000000000000000000000000	
1 Air system filters –	\$	953		7
2 HVAC filters -	\$	102		-
3 Oil booms -	\$	136		+
4 Oil pads -	\$	272		-
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		
11 Cleaners -	\$	204		-
12 Clning Supplies -	\$	102		
13 Spray lube -	\$	34		-
14 Teflon Tape -	\$	51	onorizioni di ili	
15 Oil Absorb material -	\$	-		
16 Floor sealer, polish -	\$	-		
17 Light bulbs -	\$	300		ļ
18 Fuses -	\$	•	action constraints with	
19 UPS Batteries -	\$	609		
20 Vac supplies -	\$	-		
21 Paint -	\$	505		
**22 Ext. Block Sealer [tri-annual application] Due 2020	\$	-		
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	\$	-		1
30 Ovrhd crane oil chng kit-alt years - ANNUAL INSP	\$	-	38. 3.00	
31 2A wax tape (case) and primer(20	\$	-		
32 Zander arrestor add-air filter	\$	177		
33	\$	-		
34	\$	-		
35	\$	-		
TOTAL	\$3,	921		
	\$3,	921		
		ation		
R.09 - MISC SUPPLIES - SUBTOT	THE RESERVE OF THE PERSON NAMED IN	STATE OF THE PERSON NAMED IN	\$3,921	THE STREET WAS DECIMAL WAS DESCRIBED AND STREET

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 2018 - 2019

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special O	wner respoi	nsibilities and co	ontract conditions	shall be made	a part of
the Agreement dated the	_ day of	2018.			

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.
- Owner shall be responsible for all permit fees.
- 3. 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.
- 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.
- Monitoring of the system status via the telemetry system shall be provided by the Owners.
- 5. 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.
- 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.
- 11. 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 2018 - 2019

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 _____ 2018. (List effective July 1, 2018)

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.

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 Senior CAD Designer 2 Senior CAD Designer 1 CAD Designer CAD Technician 3 CAD Technician 2 CAD Technician 1 Eng Designer 3 Eng Designer 2 Eng Designer 1 Construction Manager 1 Construction Manager 2 Sr. Constr Project Rep 2 Sr. Constr Project Rep 1 Construction Project Rep 1 Construction Project Rep 1 Sr. Construction Administrator Construction Administrator Plant Operator 2 Plant Operator 2 Plant Operator 1 Sr. Project Administrator Project Administrator Project Administrator Project Assistant 2 Project Assistant 1 Sr. Consultant 2 Sr. Consultant 1 Consultant 2 Consultant 1 H&S Manager Systems Analyst/Programmer 2 Systems Analyst/Programmer 1	\$50.00 \$120.00 \$116.15 \$90.00 \$84.00 \$72.00 \$60.00 \$119.18 \$100.00 \$85.00 \$135.00 \$150.00 \$90.00 \$90.40 \$78.00 \$55.91 \$112.00 \$92.92 \$90.40 \$92.92 \$90.40 \$90.40 \$65.00 \$97.00 \$88.88 \$65.00 \$125.00 \$115.00 \$75.00 \$75.00 \$75.00
—	•
Systems Analyst/Programmer 1	\$65.00
Sr. Project Analyst Project Analyst 2	\$185.00 \$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 2018 - 2019

SCHEDULE

The following schedule shall be made a part of the Agreement dated the _____ day of _____ 2018.

The scope of services outlined in this Agreement shall continue from July 1, 2018, to June 30, 2019.



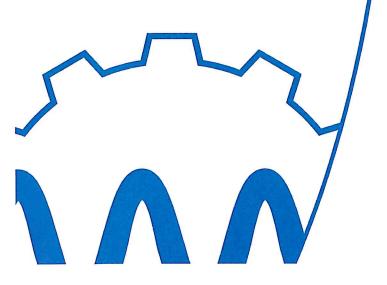
Tulsa Service Center 4510 South 86th East Ave., Tulsa, OK 74145 p. (918) 234-2300 f. (918) 234-2306 This Proposal has been prepared specifically for:

Rick Sauer of Tetra Tech Inc. for Tetra Tech Supply 300 kVA Transformer

> Approved by: Michael Forbes

Shermco Quote Number: SIQ-02433-18R1

April 10, 2018





April 10, 2018

Rick Sauer Tetra Tech Inc. 7645 East 63rd Street #301 Tulsa, OK 74133-1274

Re: Tetra Tech Supply 300 kVA Transformer Shermco Quote # SIQ-02433-18R1

Mr. Sauer, Shermco Industries is pleased to provide the following equipment quotation. Pricing.

Storage of Transformer	\$200.00	Per Month
Labor to Install Replacement Tra	nsformer	. \$8,518.00
Supply New Transformer		\$21,692.00
Supply Replacement Remanufac	tured Transformer	\$10,313.00

Note: Remanufactured supplier will credit \$750.00 for the existing transformer.

Applicable taxes not included, terms net 30 days. All sales subject to Shermco Industries terms and conditions form SI-100995. All freight will be prepaid and added to the invoice.

WORKSCOPE

Shermco will supply transformer per customer request. A replacement transformer from manufacturer's distribution and distributor's warranty shall only apply. Shermco will also provide ANSI/NETA certified technician for turnkey installation and testing of items listed using as reference the ANSI/NETA ATS-2013 Acceptance Testing Specifications for Electrical Power Equipment and Systems.

SCHEDULE

Shermco has allowed one trip to the worksite to complete this project during a Monday-Friday, non-holiday schedule. If additional trips are required beyond the estimated number of trips or if trips are required on over time/premium time, additional charges will apply. The proposed workday is from 7AM – 4 PM daily.

EQUIPMENT TO BE SUPPLIED:

- 1. Qty. 1 ea. Remanufactured Square D Transformer 300 KVA 4160 Delta- 480Y/277, live front radial feed, secondary spades, 36 month warranty.
- 2. Qty. 1 ea. New Square D Transformer 300 KVA 4160 Delta- 480Y/277, live front radial feed, secondary spades, 12 month warranty

DELIVERY OF EQUIPMENT

The delivery will be approximately 2-4 weeks after receipt of an order for remanufactured transformer. The delivery will be approximately 12-14 weeks after receipt of an order for new transformer. Shipping terms are FOB Point of Origin, Freight Prepaid and Added.

GENERAL CONDITIONS

Work performed by Shermco Industries will be in accordance with the following:

- 1. The customer's electrician or engineer, familiar with the distribution system, is to be available during the testing and commissioning period.
- 2. The "line side" or entire service entrance of the electrical equipment must be de-energized and available for testing before any system performance testing can be performed.
- 3. The customer shall provide an electrically qualified worker to disconnect and re-energize all electrical equipment. Any utility service-disconnect or reconnect is to be scheduled by the customer so that the electrical equipment is available without delay.
- 4. The customer shall provide an auxiliary source of 120 volts, 60 hertz, single-phase power for lights, vacuum cleaners, small power tools and test equipment unless other agreements are made.
- 5. Shipping dates are estimates only which are not guaranteed and are based upon prompt receipt from customer of all necessary shipping and other information. Shermco will use its best efforts to maintain shipping schedules, however, delays in shipment are possible and any failure to deliver goods within the time specified shall not constitute a default.
- 6. No product or part shall be returned to Shermco without written authorization and shipping instructions first having been obtained from Shermco.
- 7. Warranty claims will follow Shermco's Conditions of Sale, repair or Remanufacturing guidelines noted on form SI 100995.
- 8. Switching of electrical equipment is the responsibility of the customer.
- 9. Site specific training is not included in the price.
- 10. Delays due to circumstances beyond the control of the Shermco service technician will be subject to additional billing at established rates. This includes stand-time for switching, power-up operations & equipment clearances and permitting.
- 11. The Shermco services will include all tools, test apparatus, associated equipment, expenses and transportation cost to and from customer's premises, unless otherwise noted.
- 12. This quotation is effective for 30 days from quotation date, unless otherwise authorized by Shermco Industries.
- 13. Cancellations, which may include weather related issues, will be assessed with a mobilization and/or project management/completion charge based on expenses incurred.
- 14. All permits required will be the responsibility of the customer.



Thank you for this opportunity to be of service. Should you have any questions please do not hesitate to give me a call.

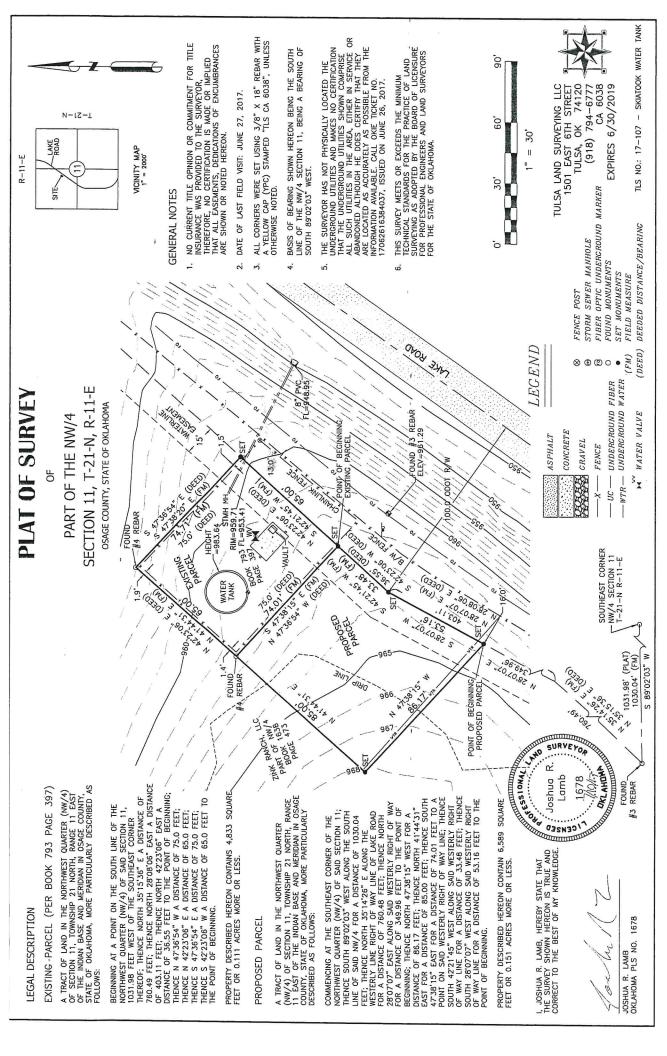
Respectfully Submitted Shermco Industries, Inc.

Michael Forbes

Account Manager Engineering Services Division mforbes@shermco.com (918) 510-5319

Copy: Robin Sparks - ESD Customer Service Specialist







R-11-E RD RANCH 27 1-21 ZINK SITE VICINITY MAP 1" = 4000

EXHIBIT 'A'

PART OF THE SE/4 SECTION 27, T-21-N, R-11-E

OSAGE COUNTY, STATE OF OKLAHOMA

EASEMENT DESCRIPTION

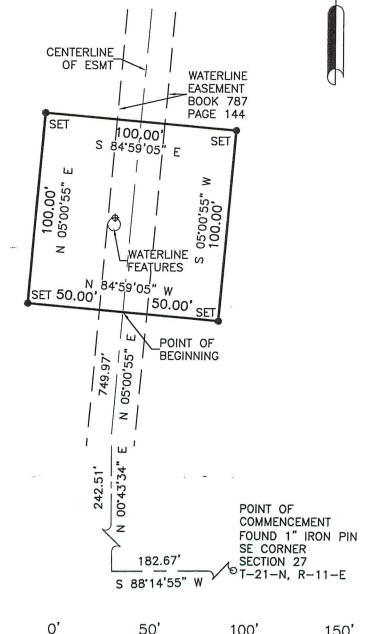
A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

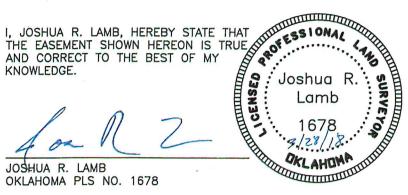
COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 OF SECTION 27; THENCE SOUTH 88'14'55" WEST ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 182.67 FEET; THENCE NORTH 00'43'34" EAST ALONG THE CENTERLINE OF AN EASEMENT DESCRIBED IN BOOK 787 PAGE 144 FOR A DISTANCE OF 242.51 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 05'00'55" EAST FOR A DISTANCE OF 749.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84'59'05" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 05'00'55" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 84'59'05" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 05'00'55" WEST FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 84°59'05" WEST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 10,000 SQUARE FEET OR 0.23 ACRES;

BASIS OF BEARING USED IS THE SOUTH LINE OF THE SE/4 OF SECTION 27 AS SOUTH 88'14'55" WEST:

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW CAP (YPC) STAMPED "TLS CA 6038". UNLESS OTHERWISE NOTED.





TULSA LAND SURVEYING LLC 1501 EAST 6TH STREET TULSA, OK 74120 (918) 794-6777 CA 6038

50

EXPIRES 6/30/2019

1'' = 50'



150'

DRAWING PREPARED: MARCH 28, 2018 TLS NO.: 13-027 SS - ROCK SCHOOL

100'

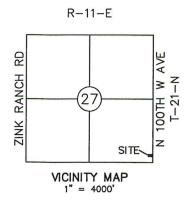


EXHIBIT 'B'

PART OF THE SE/4 SECTION 27, T-21-N, R-11-E

OSAGE COUNTY, STATE OF OKLAHOMA

EASEMENT DESCRIPTION

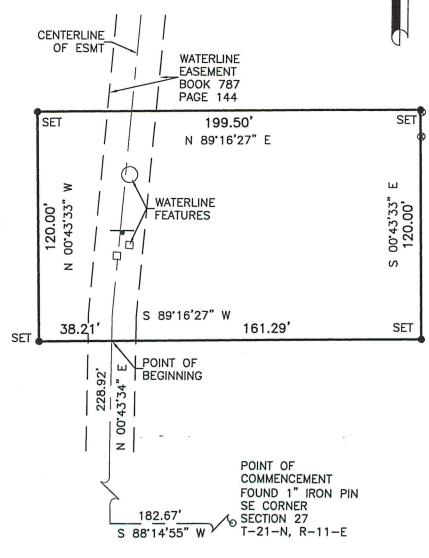
A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY. STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 OF SECTION 27; THENCE SOUTH 88'14'55" WEST ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 182.67 FEET; THENCE NORTH 00'43'34" EAST ALONG THE CENTERLINE OF AN EASEMENT DESCRIBED IN BOOK 787 PAGE 144 FOR A DISTANCE OF 228.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'16'27" WEST FOR A DISTANCE OF 38.21 FEET; THENCE NORTH 00°43'33" WEST FOR A DISTANCE OF 120.00 FEET; THENCE NORTH 89'16'27" EAST FOR A DISTANCE OF 199.50 FEET; THENCE SOUTH 00'43'33" EAST FOR A DISTANCE OF 120.00 FEET; THENCE SOUTH 89'16'27" WEST FOR A DISTANCE OF 161.29 FEET TO THE POINT OF BEGINNING:

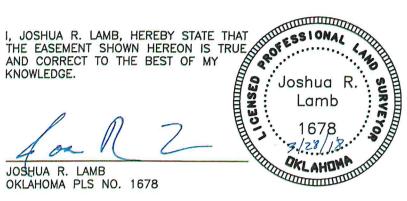
SAID TRACT CONTAINS 23,941 SQUARE FEET OR 0.55 ACRES:

BASIS OF BEARING USED IS THE SOUTH LINE OF THE SE/4 OF SECTION 27 AS SOUTH 88'14'55" WEST:

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW CAP (YPC) STAMPED "TLS CA 6038", UNLESS OTHERWISE NOTED.



JOSHUA R. LAMB OKLAHOMA PLS NO. 1678



0'

1'' = 50'TULSA LAND SURVEYING LLC

1501 EAST 6TH STREET TULSA, OK 74120 (918) 794-6777 CA 6038 EXPIRES 6/30/2019

50



150'

DRAWING PREPARED: MARCH 28, 2018 TLS NO.: 13-027 SS - ROCK SCHOOL

100

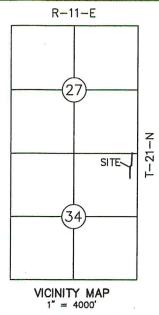


EXHIBIT 'E'

PART OF THE NE/4, 34-T21N-R11E PART OF THE SE/4, 27-T21N-R11E

OSAGE COUNTY, STATE OF OKLAHOMA

32.75 SECTION 27 SOUTH LINE OF SE/4 N 00.43,34" E NORTH LINE OF NE/4 SECTION 34

195.19'S 88'14'55" W POINT OF COMMENCEMENT FOUND 1" IRON PIN NE CORNER SECTION 34 T-21-N, R-11-E

EASEMENT DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), AND A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SEVEN, ALL IN TOWNSHIP TWENTY-ONE (21) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 OF SECTION 34; THENCE SOUTH 88'14'55" WEST ALONG THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 195.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00'43'34" WEST FOR A DISTANCE OF 502.43 FEET; THENCE SOUTH 45'43'34" WEST FOR A DISTANCE OF 70.71 FEET; THENCE SOUTH 00'43'34" WEST FOR A DISTANCE OF 360.25 FEET; THENCE SOUTH 10°31'26" EAST FOR A DISTANCE OF 107.23 FEET; THENCE SOUTH 38'51'16" WEST FOR A DISTANCE OF 52.70 FEET; THENCE NORTH 10'31'26" WEST FOR A DISTANCE OF 145.48 FEET; THENCE NORTH 00'43'34" EAST FOR A DISTANCE OF 380.76 FEET; THENCE NORTH 45'43'34" EAST FOR A DISTANCE OF 70.71 FEET; THENCE NORTH 00'43'34" EAST FOR A DISTANCE OF 484.13 FEET TO A POINT ON SAID NORTH LINE OF THE NE/4; THENCE NORTH 00°43'34" EAST FOR A DISTANCE OF 32.75 FEET; THENCE NORTH 88'02'27" EAST FOR A DISTANCE OF 40.04 FEET; THENCE SOUTH 00'43'34" WEST FOR A DISTANCE OF 32.90 FEET TO THE POINT OF BEGINNING:

SAID TRACT CONTAINS 43,747 SQUARE FEET OR 1.00 ACRES:

BASIS OF BEARING USED IS THE NORTH LINE OF THE NE/4 OF SECTION 34 AS SOUTH 88'14'55" WEST.

1'' = 200'

TULSA LAND SURVEYING LLC 1501 EAST 6TH STREET TULSA, OK 74120 (918) 794-6777 CA 6038

200

N 88'02'27" E 32.90' 5' 40.04" S 00'43

-502.

10.77

00.43

10.77

ш

0'

380.76

S 00'43'34" W

NE/

P

LINE

POINT OF

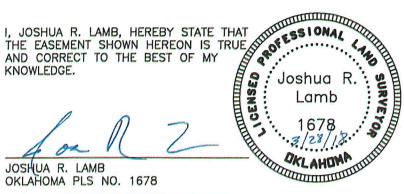
BEGINNING

600'

EXPIRES 6/30/2019

DRAWING PREPARED: MARCH 28, 2018 TLS NO.: 13-027 SS - ROCK SCHOOL

400



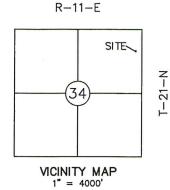


EXHIBIT 'C'

PART OF THE NE/4 SECTION 34, T-21-N, R-11-E

OSAGE COUNTY, STATE OF OKLAHOMA

POINT OF

BEGINNING

SET

22.52

(≥

00.43'34"

S 89[16'26" E

SET

00.43'34"

SET

30'

WATERLINE

EASEMENT

BOOK 788 PAGE 588

1'' = 30'

32.48

, w

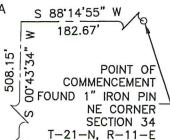
N 89,16'26"

SET

CENTERLINE

OF ESMT

55.00'



EASEMENT DESCRIPTION

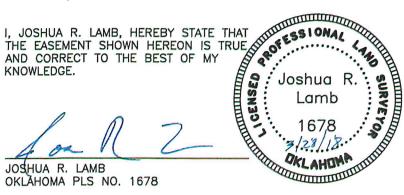
A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 OF SECTION 34; THENCE SOUTH 88'14'55" WEST ALONG THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 182.67 FEET; THENCE SOUTH 00'43'34" WEST ALONG THE CENTERLINE OF AN EASEMENT DESCRIBED IN BOOK 788 PAGE 588 FOR A DISTANCE OF 508.15 FEET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 45'43'34" WEST FOR A DISTANCE OF 70.71 FEET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 00'43'34" WEST FOR A DISTANCE OF 295.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'16'26" EAST FOR A DISTANCE OF 32.48 FEET; THENCE SOUTH 00'43'34" WEST FOR A DISTANCE OF 70.00 FEET; THENCE NORTH 89'16'26" WEST FOR A DISTANCE OF 55.00 FEET; THENCE NORTH 00°43'34" EAST FOR A DISTANCE OF 70.00 FEET; THENCE SOUTH 89'16'26" EAST FOR A DISTANCE OF 22.52 FEET TO THE POINT OF **BEGINNING:**

SAID TRACT CONTAINS 3,850 SQUARE FEET OR 0.09 ACRES;

BASIS OF BEARING USED IS THE NORTH LINE OF THE NE/4 OF SECTION 34 AS SOUTH 88'14'55" WEST;

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW CAP (YPC) STAMPED "TLS CA 6038", UNLESS OTHERWISE NOTED.



TULSA LAND SURVEYING LLC 1501 EAST 6TH STREET TULSA, OK 74120 (918) 794-6777 CA 6038

EXPIRES 6/30/2019

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60'

90'

R-11-E SITE -21-N VICINITY MAP

EXHIBIT 'D'

PART OF THE NE/4 SECTION 34, T-21-N, R-11-E

OSAGE COUNTY, STATE OF OKLAHOMA

EASEMENT DESCRIPTION

1" = 4000

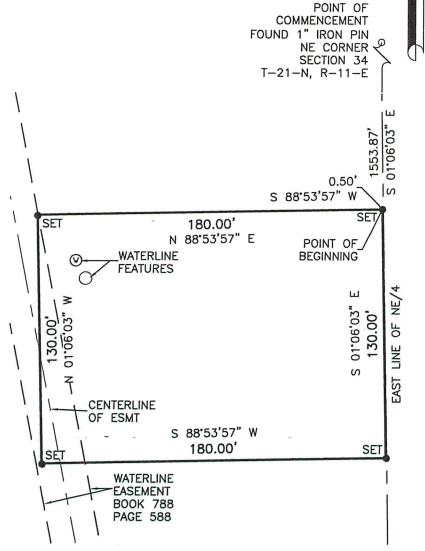
A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, OSAGE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 OF SECTION 34; THENCE SOUTH 01'06'03" EAST ALONG THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 1553.87 FEET; THENCE SOUTH 88.53'57" WEST FOR A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'06'03" EAST ON A LINE PARALLEL TO THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 130.00 FEET; THENCE SOUTH 88'53'57" WEST FOR A DISTANCE OF 180.00 FEET; THENCE NORTH 01'06'03" WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 88'53'57" EAST FOR A DISTANCE OF 180.00 FEET TO THE POINT OF **BEGINNING**;

SAID TRACT CONTAINS 23,400 SQUARE FEET OR 0.54 ACRES;

BASIS OF BEARING USED IS THE EAST LINE OF THE NE/4 OF SECTION 34 AS SOUTH 01'06'03" EAST:

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW CAP (YPC) STAMPED "TLS CA 6038", UNLESS OTHERWISE NOTED.



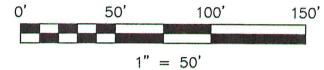
OKLÄHOMA PLS NO. 1678

I, JOSHUA R. LAMB, HEREBY STATE THAT THE EASEMENT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Joshua R. Lamb

1678

JOSHUA R. LAMB
OKLAHOMA BLG OKLAHOMA



TULSA LAND SURVEYING LLC 1501 EAST 6TH STREET TULSA, OK 74120 (918) 794-6777 CA 6038 EXPIRES 6/30/2019



DRAWING PREPARED: MARCH 28, 2018 TLS NO.: 13-027 SS - ROCK SCHOOL





TO:

Mr. Derek Campbell, City of Sand Springs

FROM:

Rick Sauer

RE:

SKIATOOK RAW WATER CONVEYANCE SYSTEM

MARCH 2018 STATUS REPORT

DATE: April 04, 2018

GENERAL:

This report will cover the status of the Skiatook Raw Water Conveyance System from March 1, 2018, through March 31, 2018. The average water usage rate for Sand Springs during the month of March was 3.51 MGD (includes golf course, if any). The average water usage rate for Sapulpa during the month of March was 2.65 MGD. The total average water usage rate for the system during March was 6.16 MGD. (See the attached sheets for more detail.) The meter reading data reflects water usage from the beginning of the project through March 2018. The latest graph shows the water usage from February 2005 through March 2018. 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 were no after-hours emergency call-outs for the period March 1, 2018, to March 31, 2018.

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

- 1. Addressed 3 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. Operator fabricated and anchored deflector to prevent condensation from dripping upon arrestor controls at the suction level.
- 3. Annual station and right-of-way valve exercise begins.
- 4. Attended one-way tank pre-design meeting at Tetra Tech office on the 9th.
- 5. Operator completed 'touch-up' painting at piping, bolts, valves, pipe supports, etc.
- 6. Technician from Shermco pulled oil sample from station transformer on the 16th. Results appear to be within industry parameters.

PAGE 2

- 7. Operator began to fabricate survey pin locater/shields per Weigle request. These survey pins locate additional easements within right-of-way approximately Station 357+00 to Station 376+40. (Structure #27 to #30.)
- 8. Operator with additional Tetra Tech personnel completed installation of flange isolation kit within the meter vault on the 22nd and 23rd. This is within the first 24" pipe flange fitting entering the structure from the reservoirs.
- 9. Dale & Lee's Service replaced the station rooftop HVAC unit on the 26th. The existing unit had developed a small refrigerant leak which would have cost more than half of the price of a new unit to repair. The old unit had been in service since 11/2004.
- 10. 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 SRWCS 2014:

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

SS GOLF COURSE WATERLINE:

The golf course meter reflected usage of -0- gallons for the month of March 2018. The usage readings, if any, are included in Sand Springs' average water usage rate as reported in paragraph one of this report.

PAGE 3

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 2017 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, 2018, the lake elevation was recorded at 714.24 feet.

LAKE LEVEL IS .24' ABOVE NORMAL

Tt FEE STATUS

PERCENT EXPENDED FROM BUDGET

INVOICE	CONTRACT	OPER. &	DIRECT	REPAIR
MONTH	TIME	MAINT.	EXPENSE	& REHAB
March 2018	74.7%	78.1%	43%	0%

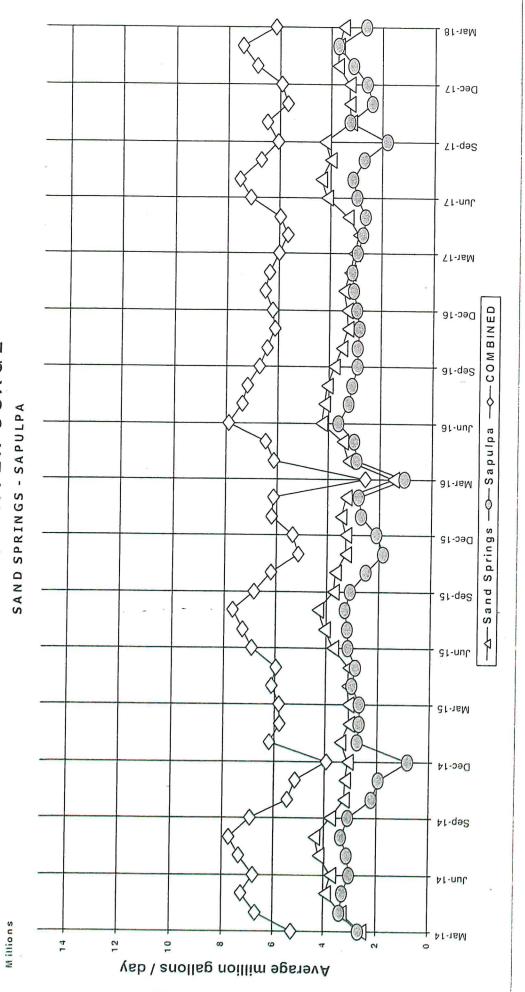
Attachments RS/Iv//tk

cc:

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

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

SRWCS WATER USAGE



Skiatook Raw Water Conveyance System

Allocation of Electric Costs

Billing Period: Marc

d: March 2018

		THE RESERVE THE PROPERTY OF TH	THE PARTY OF THE P						
	Maximum 30	Maximum 30 Minute Water Demand	Demand	Monthly V	Monthly Water Usage (Gallons)	allons)	Mete	Metered KW Capacity (KWH)	city (KWH)
	Sand Springs	Sapulpa	Total	Sand Springs	Sapulpa	Total	Sand Springs	Sapulpa	a Total
				*					
March 2018	3,508,751	2,647,047	6,155,798	108,771,280	82,058,472	190.829.752	156.63	118 17	9770
February 2018	3,726,477	3,701,331	7,427,808	104,341,361	103,637,276	207,978,637	137.87	136 93	
January 2018	3,740,811	3,118,845	959,658,9	115,965,149	96,684,184	212,649,333	149.86	124 94	
December 2017	3,303,830	2,613,617	5,917,447	102,418,740	81,022,130	183,440,870	153.43	121.37	
November 2017	3,289,587	2,387,094	5,676,680	98,687,600	71,612,810	170,300,410	159.24	115.56	
October 2017	3,213,057	3,271,790	6,484,847	99,604,770	101,425,500	201,030,270	136.16	138.64	
September 2017	4,231,833	1,822,039	6,053,872	126,954,980	54,661,180	181,616,160	211.60	91.10	
August 2017	4,011,632	2,704,026	6,715,658	124,360,600	83,824,800	208,185,400	181.95	122.65	
July 2017	4,381,112	3,135,602	7,516,714	135,814,480	97,203,660	233,018,140	177.94	127.36	
June 2017	4,146,632	2,956,033	7,102,665	124,398,960	88,681,000	213,079,960	177.83	126 77	
May 2017	3,313,159	2,631,625	5,944,784	102,707,925	81,580,370	184,288,295	153 60	122 00	
April 2017	2 909 725	9 733 1AG	5 649 974	307 500 79	000 000			00:11	
	23.000	2,100,140	0,045,07	07,781,735	81,994,390	169,286,125	142.11	133.49	275.6
						Sanc	Sand Springs	Sapulpa	Total
					ENERGY CHARGE		\$5,482.5640 \$	\$4,136.2690	\$9,618.8330
					ON PEAK CHARGE		\$792.8270	\$567,4330	\$1,360.2600
HIGH DEMAND	1AND July 2017	17 305.3			OFF PEAK CHARGE		\$1,159.0700	\$772.7200	\$1,931.7900
90% HIGH DEMAND	DEMAND	274.8			CUSTOMER CHARGE		\$168.0000	\$112.0000	\$280.0000

\$13,190.88

\$5,588.42

\$7,602.46

Total