

**Public Contract
Application for
Contractual Changes
Contract Change Order #**

Project Name: Innovation District Lift Station Forcemain Project Number: S24020, PO#22500660
PO Number: _____ Date of Application: _____
Contractor: Cooks Consulting, LLC Submitted By: Justin Cook, PE

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1) Provide Control Panel Parts in lieu of City Supplied Change Pumps to Flygt
- 2)

Change in Contractual Project Time:

- 1)
- 2)

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: _____

Work Order Quantities

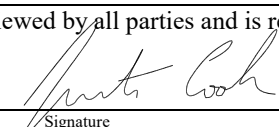


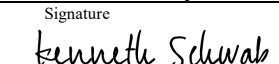
Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
25		Lift Station Control Panel Parts	LS	\$ 17,826.97	1	\$ 17,826.97
						\$ -
						\$ -

Total Change Cost: \$ 17,826.97

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 2,111,729.29
Current Change Order:	\$ 17,826.97	Amended Contract Amount:	\$ 2,129,556.26
Total Cost of Change Orders:	\$ 17,826.97	Percent Change in Contract:	0.84%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.84%

Change Order Authorization

Change Order # <u>0</u> in the sum of: \$ <u>17,826.97</u>	has been reviewed by all parties and is recommended for approval by:		
Contractor Submitting Change Order:	Justin Cook, PE		4/23/2025
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE		4/24/2025
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE		4/28/2025
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE		4/29/2025
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

This Change is Executed Through:

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances:
or
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____

City Clerk: _____

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. Cook-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: Cook's Consulting LLC
Description of Work: Provide Control Panel parts in lieu of City Supplied
Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
				\$0.00
				\$0.00
			Total	\$0.00

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
			\$0.00
			\$0.00
			\$0.00
Total			\$0.00

Equipment:

Type	Cost/Day	Total Days	Amount
			\$ -
		Total	\$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
KBC Construction	LS	\$ 16,133.00	1	\$ 16,133.00
				\$ -
			Total	\$ 16,133.00

Contractor Cost	\$16,133.00
Contractor Insurance Cost .05%	\$80.67
Contractor Profit 10%	\$1,613.30
Contractor Total	\$17,826.97

Total Lump Sum Cost for Work Described	\$17,826.97
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Contractor's Signature
Printed Name: Justin Cook

COST BREAKDOWN FOR WORK CHANGE DIRECTIVE NO. KBC-1

OWNER: Broken Arrow Municipal Authority **Date:**
Project: Innovations Lift Station 10/31/24
Project Number S24020
Contractor: KBC Construction, Inc.
Description of Work: Provide Control Panel parts in lie of City Supplied
Change Pumps to Flygt

Materials:

Items	Units	Cost	Quantity	Amount
Cogent	LS	\$14,000.00	1	\$14,000.00
			Total	\$14,000.00

Labor:

Job Title	Rate/Hr.	Total Hrs.	Amount
Superintendent	\$100.00	6.00	\$600.00
			Total \$600.00

Equipment:

Type	Cost/Day	Total Days	Amount
			Total \$0.00

Subcontractors

Subcontractor	Units	Cost	Quantity	Amount
				Total \$ -

Contractor Cost	\$14,600.00
Contractor Insurance Cost .05%	\$73.00
Contractor Profit 10%	\$1,460.00
Contractor Total	\$16,133.00

Total Lump Sum Cost for Work Described	\$16,133.00
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Stephen Chambers

Contractor's Signature

Printed Name: Stephen Chambers



ATTN: KBC Cosntruction
Project Name: Innovation District Lift Station
Cogent Proposal No: OP-594918b

We are pleased to offer the following submersible pumping system components for your consideration.

- Wemco Chopper Pump (QTY 2 EA)
 - o Model 6x4 CFS3
 - o 40 HP / 480 V / 3 Phase
 - o 30' Submersible Cable
 - o Bronze Guide Shoe
 - o Cast Iron 90° Discharge Elbow

- Lifting System Accessories (2 Pumps)
 - o 120 FT - 3" SCH40 Guide Rail (316SS)
 - o 2 EA - Intermediate Guide Rail Bracket (316SS)
 - o 2 EA – Upper Guide Rail Bracket (316SS)
 - o 2 EA – Stainless Steel Cable Holder
 - o 70 FT - 3/8" Stainless Steel Lifting Chain
 - o 2 EA – Lifting Shackle Kit

- Control Panel
 - o NEMA 12 Rated Enclosure
 - o Triplex Pumping Capability
 - o Level Probe
 - o SCADA and integration

- Valves & Meter
 - o (2) 8" Plug Valve
 - o (2) 8" Swing Check Valve w/ Weighted Lever
 - o (1) 8" Flow Meter w/ converter

NOTES:

Estimated lead time is: 22-30 weeks after notice to proceed from documentation approval. See attached document schedule comments for proposed document schedule.

Price for above scope: \$158,000

Regards,

Joseph Henderson
jhenderson@coagentcompanies.com

Inside Sales Engineer

Cell: 918-301-1131

Change Order Options:

- Replace Wemco with Flygt Pumps (QTY 2 EA)
 - o Flygt Model FP 3171 HT 3~ 454
 - o 30 HP / 460 V / 3 Phase
 - o 50' Submersible Cable
 - o Cast Iron 90° Discharge Elbow
 - o Deduct \$2,000.00

- Control Panel
 - o Cogent providing Multismart with Nexicon controller components
 - o Add \$16,000.00

STANDARD TERMS AND CONDITIONS

Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment terms are net 30 days with approved credit. An interest charge of 1-1/2% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.