



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Vice Chair Scott Eudey
Trustee Johnnie Parks
Trustee Debra Wimpee
Trustee Christi Gillespie
Trustee Lisa Ford

Tuesday, April 20, 2021

Council Chambers
220 South 1st Street
Broken Arrow, OK

TIME: Immediately following the City Council Meeting which begins at 6:30 p.m.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [21-23](#) Approval of the Broken Arrow Municipal Authority Meeting Special Minutes of April 6, 2021

- B. [21-473](#) Approval of and authorization to execute a Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300)

- C. [21-442](#) Approval of and authorization to execute a Professional Consultant Agreement with Jacobs Engineering Group, Inc. for the Lynn Lane Wastewater Treatment Plant Flow Equalization Basin Improvements (Project Number 2154230)

- D. [21-479](#) Approval of and authorization to execute a Professional Consultant Agreement with Professional Engineering Consultants, P.A. for the County Line Trunk Sewer, Phase II (Project Number 2154250)

- E. [21-504](#) Acknowledgement of the notification of the closing of the Consent Order issued by Oklahoma Department of Environmental Quality for the unpermitted discharges from the collection system

- F. [21-445](#) Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200783 for construction of Battle Creek Tank Golf Course Potable Water Line Extension and Tank Modification (Project No. 195427B)

- G. [21-446](#) Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200782 for construction of modifications to the Battle Creek Golf Course piping to connect the new irrigation pump station to a new upsized water line (Project No. 195427A)
- H. [21-507](#) Ratification of the Claims List Check Register dated April 13, 2021

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business - NONE

7. Remarks and Updates by City Manager and Staff

8. Executive Session - NONE

9. Adjournment

NOTICE:

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

POSTED this ____ day of _____, _____, at _____ a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 21-23, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Approval of the Broken Arrow Municipal Authority Meeting Special Minutes of April 6, 2021

Background:

Minutes recorded for the Broken Arrow Municipal Authority Special Meeting.

Cost: None

Funding Source: None

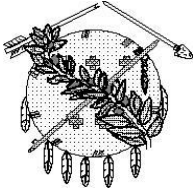
Requested By: Curtis Green, City Clerk

Approved By: City Manager's Office

Attachments: April 6, 2021 Broken Arrow Municipal Authority Special Minutes

Recommendation:

Approve the minutes of the April 6, 2021 Broken Arrow Municipal Authority Special Meeting.



City of Broken Arrow
Special Minutes
Broken Arrow Municipal Authority

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Craig Thurmond
Vice Chair Scott Eudey
Trustee Johnnie Parks
Trustee Debra Wimpee
Trustee Christi Gillespie

Tuesday, April 6, 2021

Council Chambers

1. Call to Order

Chairperson Craig Thurmond called the meeting to order at approximately 6:12 p.m.

2. Roll Call

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

3. Consideration of Consent Agenda

- A. 21-20** Approval of the Broken Arrow Municipal Authority Meeting Minutes of March 16, 2021
 - B. 21-406** Approval of the Amended Special Broken Arrow Municipal Authority Meeting Minutes of January 19, 2021 to reflect the meeting was held at Stoney Creek Hotel and Conference Center and Broken Arrow Council Chambers
 - C. 21-437** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of February 2021
 - D. 21-438** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of February 2021
 - E. 21-447** Approval of and authorization to execute an economic development agreement between B-Z Properties, LLC and Broken Arrow Economic Development Authority and Broken Arrow Municipal Authority
 - F. 21-411** Approval of and authorization to execute Professional Consulting Agreement with Carollo Engineers, Inc. for the Lynn Lane Wastewater Treatment Plant East Clarifier Rehabilitation & Belt Filter Press Building Addition (Project Numbers 2154220 & 2154200, respectively)
 - G. 21-450** Approval of and authorization to execute a Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the South Park South Lift Station Relief Line (Project No. 2154280)
 - H. 21-410** Award the lowest responsible Base Bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the Verdigris River Water Treatment Plant Residuals Disposal Lagoon No. 1 (Project No. 2154110)
 - I. 21-415** Award the most advantageous bid to J & J Lawncare, LLC and approval of and authorization to execute the Stormwater Grounds Maintenance Agreement
 - J. 21-461** Ratification of the Claims List Check Register dated March 30, 2021
- Chairperson Thurmond asked if there were any items to be removed from the Consent Agenda. There were none.

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

4. Consideration of Items Removed from Consent Agenda

No Items were removed from the Consent Agenda; no action was taken or required.

5. Public Hearings, Appeals, Presentations, Recognitions, Awards

There were no public hearings, appeals, presentations, recognitions, or awards.

6. General Authority Business

There was no General Authority Business.

7. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon reported, as a result of the pandemic, the Authority made the decision not to increase the utility rates in 2020 which would have been the fifth year of the five-year rate increase model. He noted the consultant was working to finalize the next five-year model. He stated Mr. Kenny Schwab was going through the recommendations from Staff regarding Capital and Operations and he anticipated this summer there would be a special session to review the new proposed five-year model.

Vice Chair Scott Eudey asked if the future of the OOWA mine would also be discussed at this special session. City Manager Spurgeon responded in the affirmative; also planned for discussion would be the Adams Creek area.

Vice Chair Eudey reported several residents contacted himself regarding the Recycling Program. He commended the new Recycling Manager and new Solid Waste Manager for stepping in and addressing these citizen's concerns quickly and in a positive manner.

8. Executive Session

There was no Executive Session.

9. Adjournment

The meeting adjourned at approximately 6:15 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Christi Gillespie.

Move to adjourn

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 21-473, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300)

Background:

The project consists of the demolition of the existing Willow Springs Lift Station that is in poor condition and the design of approximately 1,450 linear feet of a new gravity sanitary sewer relief line. The proposed gravity flow system will connect to an existing gravity line located near the existing lift station. A permanent easement needs to be acquired by the City as well as approval from the Oklahoma Department of Environmental Quality.

An Agreement has been negotiated with Holloway, Updike, and Bellen, Inc. to design the relief line and provide construction documents. The agreement is for \$45,000.00.

Cost: \$45,000.00

Funding Source: Oklahoma Water Resources Board Loan ORF-21-0028-CW

Requested By: Ethan J.L. Edwards, P.E., Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement

Recommendation:

Approve and authorize execution of a Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. for the Willow Springs Lift Station Relief Line (Project No. 2154300).

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
WILLOW SPRINGS LIFT STATION RELIEF LINE
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. (2154300)**

1.0 Professional Consulting Firm:

1.1 Name: Holloway, Updike and Bellen, Inc.
1.2 Telephone No.: 918-251-0717
1.3 Address: 905-A South 9TH Street
Broken Arrow, OK 74012

2.0 Project Name/Location: Willow Springs Lift Station located at 13833 E. Jasper Street, Broken Arrow, OK.

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of the following:

- Demolition of the Willow Springs Lift Station and construction of approximately 1,400 linear feet of new sanitary sewer relief line.

These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1	Willow Springs Lift Station Relief Line	
	Preliminary Design	\$ 20,000.00
	Final Design	\$ 20,000.00
	Construction Phase Services NTE	\$ 2,000.00
	Project Closeout	<u>\$ 3,000.00</u>
	Subtotal:	\$ 45,000.00
4.3	TOTAL AGREEMENT AMOUNT	\$ 45,000.00
4.4	Agreement Time:	180 calendar days
4.5	Estimated Construction Cost:	
	Willow Springs Lift Station Relief Line	\$ 448,065.60

5.0 Agreement Approved by the Owner on: _____ 2021

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE AND BELLEN, INC.
FOR
WILLOW SPRINGS LIFT STATION RELIEF LINE

PROJECT NUMBER 2154300**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Holloway, Updike and Bellen, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to construct approximately 1,400 linear feet of new sanitary sewer relief line for the Willow Springs Lift Station located at 13833 E. Jasper Street (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT 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 state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and 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 by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT 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.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT 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 not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT 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, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT 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 CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, 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 CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) 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 suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or 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 CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing 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 17 - WAIVER

A waiver by either OWNER or CONSULTANT 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 CONSULTANT. 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 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT 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 CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 Consultant will indemnify, defend and hold harmless BAMA against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Ethan JL Edwards, P.E.
Director of Engineering & Construction

CONSULTANT: Holloway, Updike, and Bellen, Inc. (HUB)
905-A South 9th Street
Broken Arrow, OK 74012
Contact Name: Stephen Tolar, P.E., S.E.
President

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

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Chairman of the Broken Arrow Municipal Authority in Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____

Craig Thurmond, Chairman

Date: _____

CONSULTANT:

Holloway, Updike and Bellen, Inc.

By: _____

Stephen Tolar, President

Date: _____

4-8-21

Attest: _____

Secretary [Seal]

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

SEAL

Tiffany Hilton, Assistant-Secretary

Date: _____

4/8/21

Approved as to form:

Assistant City Attorney

VERIFICATION

State of Oklahoma)

County of Tulsa) §

Before me, a Notary Public, on this 8th day of April, 2021, personally appeared Stephen Tolar, known to be to be the (President) Vice-President, Corporate Officer, Member, or Other: _____ of Holloway, Updike and Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/24

Tiffany Hilton
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
WILLOW SPRINGS LIFT STATION RELIEF LINE**

PROJECT NUMBERS 2154300

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of April, 2021.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of the following:

- Demolition of the Willow Springs Lift Station and construction of approximately 1,400 linear feet of new sanitary sewer relief line.

These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$500,000.00) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 Willow Springs Lift Station Relief Line

2.1.1 Design of approximately 1,400 linear feet of new 8" sanitary sewer relief line and connections at the existing lift station and the existing Iron Horse Development sanitary sewer system.

2.1.2 Design as required to demolish the remaining portions of the existing Willow Springs Lift Station.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Prepare a Funding Agency Coordinating Team (FACT) formatted Engineering Report addressing proposed improvements. Provide six (6) preliminary copies and a PDF of report for OWNER review. Conduct and attend a review meeting. Address OWNER comments and provide six (6) copies and a PDF of final engineering report.
 - 3.2.2 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the OWNER'S Engineering Design criteria.
 - 3.2.3 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 3.2.4 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
 - 3.2.5 Prepare "Minimum-Required" right-of-way documents based upon the comments received from the conceptual submittal.
 - 3.2.6 Prepare Right-of-Way map.
 - 3.2.7 Conduct preliminary coordination with private and public utility companies.
 - 3.2.8 Conduct preliminary coordination with private and public utility companies.
 - 3.2.9 Prepare preliminary construction plans of proposed project.
 - 3.2.10 Prepare preliminary special provisions.
 - 3.2.11 Prepare preliminary quantity estimate.
 - 3.2.12 Prepare preliminary estimate of construction costs using 15% contingency.
 - 3.2.13 Submit six (6) 11"x17" paper copies and one (1) PDF copy of the preliminary design documents for review by the OWNER.
- 3.3 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.3.2 Procure and provide Property Report on all right-of-way acquisition parcels.
- 3.3.3 Prepare and complete final design.
- 3.3.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
- 3.3.5 Prepare final quantity estimates.
- 3.3.6 Prepare final estimate of construction costs with a 10% contingency.
- 3.3.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.3.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.3.9 Submit six (6) paper copies and one (1) PDF copy of final construction documents for review by the OWNER.
- 3.3.10 Submit up to six (6) sets of 1/2 size prints if required for Utility review. Digital copies of the plans shall be supplied to the utilities at their request and subject to the OWNER's approval.

3.4 BID DOCUMENTS.

- 3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2018 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.5 BID ASSISTANCE PHASE:

- 3.5.1 Assist the Owner, as requested, in advertising the Project for bids for construction.
- 3.5.2 Conduct a pre-bid conference, if requested by Owner.
- 3.5.3 Serve as the technical question point of contact during bidding and if required, draft any necessary addenda to clarify Contract documents.
- 3.5.4 Prepare bid tabulation, if requested, and provide recommendation for award.
- 3.5.5 Prepare conformed drawings and provide six (6) sets of 1/2 size prints and one (1) PDF copy for OWNER's use.

3.6 CONSTRUCTION SERVICES PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.6.1 Participation in the Pre-construction Conference.
- 3.6.2 Attend and participate in monthly Progress Meetings.
- 3.6.3 Conduct site visits as required.
- 3.6.4 Review construction submittals and record drawings. The total time allowed for each shop drawing or submittal review is 7 calendar days.
- 3.6.5 Provide general consultation and assist with final inspection and punch list.
- 3.6.6 Construction phase services will be provided on an as needed basis for

the anticipated construction contract duration of 240 calendar days from notice to proceed.

3.7 RECORD DRAWINGS.

- 3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2018 or earlier version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
WILLOW SPRINGS LIFT STATION REFLIEF LINE
PROJECT NUMBERS 2154300**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of April, 2021.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full; construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Construction cost estimates
 - 4.2 Other engineering and architectural design calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
WILLOW SPRINGS LIFT STATION RELIEF LINE

PROJECT NUMBERS 2154300

COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of April, 2021.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Willow Springs Lift Station Rehabilitation

- 1.1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 20,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$20,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1.3 Construction Services Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$2,000.00 for the completion of the Construction Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1.4 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 3,000.00 for preparation of record drawings in electronic media (AutoCAD 2018 or earlier version) and PDF format.
- 1.1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2020 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
WILLOW SPRINGS LIFT STATION RELIEF LINE

PROJECT NUMBERS 2154300**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of April, 2021.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
WILLOW SPRINGS LIFT STATION RELIEF LINE

PROJECT NUMBER 2154300

PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the ____ day of April, 2021.

1.0 PRELIMINARY DESIGN PHASE:

- 1.1 Submit Preliminary Construction Plans: 120 calendar days after notice to proceed.
- 1.2 Owner Review: 14 calendar days after Preliminary Submittal.

2.0 FINAL DESIGN PHASE:

- 2.1 Submit 95% plans and specifications, cost estimate and Design Analysis Report: 90 calendar days after completion of preliminary design.
- 2.2 Owner Review: 14 calendar days after 95% submittal.
- 2.3 Submit Final bid documents: 120 calendar days after notice to proceed.

3.0 BID ASSISTANCE PHASE:

- 3.0 Bidding timing to be coordinated with the OWNER

4.0 CONSTRUCTION SERVICES PHASE: (To be determined)

5.0 RECORD DRAWINGS: To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.

Consulting Engineers
905A South 9th Street
Broken Arrow, OK 74012
(918) 251-0717

By: Sam Stratton

Item No.	BA Item No.	Description	Pay Note	Unit	Estimated		
					Total Quantities	Unit Costs	Total Costs
1	BA310	R.O.W. CLEARING AND RESTORING		LF	1,377	\$2.50	\$3,442.50
2	BA311A	COMMON EXCAVATION		CY	950	\$12.00	\$11,400.00
3	BA311B	ROCK EXCAVATION		CY	400	\$75.00	\$30,000.00
4	BA312	COMMON BACKFILL AND COMPACTION		CY	850	\$12.00	\$10,200.00
5	230(A)	SOLID SLAB SODDING		SY	1840	\$4.50	\$8,280.00
6	BA650	8" GRAVITY SEWER (PVC SDR-35)		LF	1,044	\$95.00	\$99,180.00
7	BA650	8" GRAVITY SEWER (PVC SDR-26)		LF	333	\$115.00	\$38,295.00
8	BA655	4 FOOT ID MANHOLE W/ STANDARD LID		EA	6	\$4,000.00	\$24,000.00
9	BA655	4 FOOT ID MANHOLE EXTENSION EXTRA FOOT OF DEPTH		VF	28	\$550.00	\$15,400.00
10	SPECIAL	CONNECTION TO EXISTING MANHOLE		EA	1	\$2,000.00	\$2,000.00
11	BASS08	EXTERNAL DROP CONNECTION TO MANHOLE		EA	0	\$2,600.00	\$0.00
12	BA642	CONSTRUCTION STAKING		LS	1	\$12,500.00	\$12,500.00
13	SPECIAL	BORE AND 20" STEEL CASING (1/4" WALL THICKNESS)		LF	100	\$600.00	\$60,000.00
14	601(A)	TYPE I RIPRAP		CY	0	\$95.00	\$0.00
15	221(C)	SILT FENCE		LF	1,377	\$1.50	\$2,065.50
16	221(B)	SILT DIKE		LF	400	\$7.00	\$2,800.00
17	SPECIAL	CONCRETE PLUG		EA	1	\$80.00	\$80.00
18	SPECIAL 9.1	4 FOOT ID SOLVENTLESS EPOXY MANHOLE COATING		VF	64	\$220.00	\$14,080.00
19	BA330(C)	PLAIN CONCRETE (CONCRETE CRADLE/ENCASEMENT)		CY	0	\$150.00	\$0.00
20	303(A)	CLASS A AGGREGATE BASE (TRENCH STABILIZATION)		CY	171	\$115.00	\$19,665.00
21	SPECIAL	LIFT STATION DEMOLITION		LS	1	\$20,000.00	\$20,000.00
SUBTOTAL CONSTRUCTION COST							\$373,388.00
CONTINGENCY (20%)							\$74,677.60
TOTAL CONSTRUCTION COST							\$448,065.60
BASIC ENGINEERING (10.0%)							\$44,806.56
OVERALL TOTAL CONSTRUCTION COST ESTIMATE							\$492,872.16

905-A South 9th Street
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com



818 East Side Boulevard
Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551

ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

HOURLY RATES 2021

Principal Engineer	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour
Engineering Intern	\$110.00 per hour
Professional Land Surveyor	\$105.00 per hour
Sr. CADD Technician	\$90.00 per hour
CADD Technician	\$75.00 per hour
Resident Inspector	\$80.00 per hour
3 Man Survey Crew w/GPS	\$190.00 per hour
2 Man Survey Crew w/GPS	\$170.00 per hour
Clerical	\$55.00 per hour
Travel Cost	\$0.55 per mile

APPENDIX 1



City of Broken Arrow

Request for Action

File #: 21-442, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Jacobs Engineering Group, Inc. for the Lynn Lane Wastewater Treatment Plant Flow Equalization Basin Improvements (Project Number 2154230)

Background:

This project is for design and construction of the Lynn Lane Wastewater Treatment Plant Flow Equalization Basin (FEB) Rehabilitation. This FEB was built in the 1990s and has had little work done to it since then. A few years ago, the FEB at the plant was determined to be out of compliance with the Oklahoma Department of Environmental Quality's (ODEQ) standards for FEBs. The FEB was drained and cleaned to allow the plant staff to have a better understanding of all of the issues that needed to be readdressed. Upon inspection, several issues were identified including: the FEB bottom was cracked/compromised/exposed to ground, had no liner, and excessive solids buildup was present. This Agreement requires the consultant to fully inspect the FEB and recommend repairs that need to be made to bring it up to the ODEQ standards.

An Agreement with Jacobs Engineering Group, Inc. has been negotiated and will result in the preparation of a technical memorandum which will include results of the assessment of the existing conditions and improvement alternatives; sixty percent design drawings, specifications, and a construction cost estimate; ninety percent design drawings, specifications, and an updated construction cost estimate; final construction plans for bidding; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions. The fee is \$194,965.36.

Cost: \$194,965.36

Funding Source: OWRB Loan- ORF-21-0028- CW

Requested By: Ethan J.L. Edwards, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement

Recommendation:

Approve and authorize execution of Professional Consultant Agreement with Jacobs Engineering Group, Inc. for the Lynn Lane Wastewater Treatment Plant (Lynn Lane Water Reclamation Facility) FEB Improvements (Project Number 2154230)

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
JACOBS ENGINEERING GROUP INC.**

<https://www.sos.ok.gov/corp/corplnquiryFind.aspx>

**FOR
LYNN LANE WWTP FEB IMPROVEMENTS
PROJECT NUMBER 2154230**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Jacobs Engineering Group Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to improve the flow equalization basin (FEB) at the Lynn Lane Wastewater Treatment Plant (WWTP) (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT 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 state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect in the same locality of performance of these SERVICES and at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

- 8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.
- 8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and 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 by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.
- 8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT 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.
- 8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT 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 not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT 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, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by or provided by CONSULTANT or OWNER 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 CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation by OWNER or CONSULTANT for anything other than the specific purpose intended for the PROJECT will be at the party's sole risk and without liability or legal exposure to the other party.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, 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 CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) 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 suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or 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 CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing 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 17 - WAIVER

A waiver by either OWNER or CONSULTANT 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 CONSULTANT. 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 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT 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 CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including,

without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- 24.2 Consultant will indemnify, defend and hold harmless BAMA against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: Jacobs Engineering Group Inc.
401 S Boston, Suite 330
Tulsa, Oklahoma 74103
918.921.6050
Contact: Luke Lenard, PE
Project Manager

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

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IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority in Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By: _____

Michael L. Spurgeon, General Manager

Date: _____

Attest: _____

Secretary [Seal]

Date: _____

Approved as to form:

Ally S.

Assistant City Attorney

CONSULTANT:

Jacobs Engineering Group Inc.

By: _____

Scott Bussell, Vice President

Date: 4/01/2021

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Official's Full Name, Office

Justin Johnson, Secretary

Date: 4/1/2021



VERIFICATION

State of Texas)

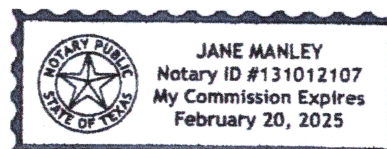
County of Dallas) §

Before me, a Notary Public, on this 1 day of April, 2021, personally appeared Scott Bussell, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Vice-President) of Jacobs Engineering Group Inc, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

February 20, 2025

Jane Manley
Notary Public



**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
LYNN LANE WWTP FEB IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT**

PROJECT NO. 2154230

1.0 Professional Consulting Firm:

1.1 Name: Jacobs Engineering Group Inc.
1.2 Telephone No.: 918.921.6050
1.3 Address: 401 S Boston, Suite 330
Tulsa, OK 74103

2.0 Project Name/Location: Lynn Lane WWTP FEB Improvements, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Lynn Lane WWTP FEB, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:	NTE Survey	\$ 4,200.00
	NTE Geotech	\$ 18,375.00
	Schematic Design	\$ 34,939.72
	60 % Design	\$ 50,376.94
	Final Design	\$ 43,272.55
	Construction Documents	\$ 28,316.03
	Bidding Assistance	\$ 6,525.38
	Record Drawings	\$ 6,246.38
	Drawing Production	\$ 1,200.00
	<u>Project Closeout</u>	<u>\$ 1,513.36</u>
TOTAL AGREEMENT AMOUNT		\$ 194,965.36

4.2 Agreement Time: 250 calendar days

4.3 Estimated Construction Cost: \$2,000,000.00

5.0 Agreement Approved by the Owner on: _____

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)
FOR
LYNN LANE WWTP FEB IMPROVEMENTS
PROJECT NO. 2154230**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____ 2021

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of Lynn Lane WWTP FEB at 8700 South Lynn Lane in Broken Arrow. These documents shall include, the following: a technical memorandum including results of the assessment of the existing conditions and improvement alternatives;; sixty percent design drawings, specifications, and construction estimate; ninety percent design drawings, specifications, and construction estimate; final construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has \$1,955,000.00 budgeted for this PROJECT that includes all professional consultant fees and project construction monies. CONSULTANT is not responsible for construction costs exceeding the OWNER's budgeted amount for the project.

2.0 PROJECT SCOPE

- 2.1 The project consists of completing a design for improving an approximately two-acre FEB by removing all asphalt from the side walls and bottom, designing a new liner, replacing the intake suction screen, and assessing the FEB pump for capacity and redundancy.
- 2.2 CONSULTANT will provide the FEB pump assessment in the initial technical memorandum and negotiate additional fee as required to complete the design for the desired pump improvements for construction.
- 2.3 A civil survey of the FEB to provide existing dimensions and volume.
- 2.4 A geotechnical investigation performed by a third-party is required. The third-party geotechnical contractor will complete up to four soil bores and provide a Geotechnical Report (Soils Report).

- 2.5 CONSULTANT will provide Civil, Mechanical, and Electrical Drawings and Specifications signed/sealed/dated for permitting and construction.
- 2.6 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the City.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
- 3.2 SCHEMATIC DESIGN PHASE
 - 3.2.1 Complete site survey and geotechnical investigation.
 - 3.2.2 Prepare a technical memorandum assessing the existing conditions of the FEB and providing design alternatives to improve the FEB liner. CONSULTANT shall also provide an analysis of the FEB pump evaluating capacity and redundancy. An initial budgetary estimate shall be included in the technical memorandum. CONSULTANT shall use analysis and recommendation for FEB pump modifications to determine additional design fee if Owner determines to move forward with pump modifications.
- 3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed and OWNER comments from the Schematic Design Phase, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Prepare preliminary, 60% drawings for proposed construction.
 - 3.3.2 Prepare a budgetary cost estimate for the proposed improvements.
 - 3.3.3 Facilitate a project kickoff meeting, technical memorandum review meeting, and 60% review meeting remotely with CONSULTANT Project Manager, Geotechnical Lead, and Process Lead in attendance or in-person with CONSULTANT Project Manager in attendance.
 - 3.3.4 Submit five (5) 11"x17" paper copies and one (1) PDF copy of the preliminary design, including building plan for review by the OWNER.
- 3.4 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed and receiving OWNER comments on preliminary design documents, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.4.1 Prepare 90% plans and details for the improvements identified in paragraph 3.2 above.

- 3.3.2 Prepare 90% construction cost estimate.
 - 3.3.3 Attend meeting to review final plans.
 - 3.3.4 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
 - 3.3.5 Prepare Contract proposals.
 - 3.3.6 Facilitate a final design meeting and construction document review meeting remotely with CONSULTANT Project Manager, Geotechnical Lead, and Process Lead in attendance or in-person with CONSULTANT Project Manager in attendance.
 - 3.3.7 Submit five (5) bound sets of reduced-size prints of final construction plans on 11" x 17" plain white bond paper, one (1) unbound set of full-size prints, and a PDF copy on CD or DVD, of final construction plans, to the OWNER for distribution and review.
- 3.4 BID DOCUMENTS.
- 3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2021 or earlier version), and one (1) master set of final specifications on electronic media and paper.
- 3.5 BID ASSISTANCE PHASE:
- 3.5.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.
 - 3.5.2 Assist in the preparation of addenda to be issued by the City.
- 3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.7 RECORD DRAWINGS.
- 3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2013 or earlier version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)
FOR
LYNN LANE WWTP FEB IMPROVEMENTS, PROJECT NO. 2154230**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____ 2021.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Pump and structural design calculations, geotechnical evaluations, and liner evaluations.
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)
FOR
LYNN LANE WWTP FEB IMPROVEMENTS, PROJECT NO. 2154230**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the _____ day of _____ 2021.

1.0 BASIC COMPENSATION

- 1.1 The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:
 - 1.1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ TBD for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of site plan to Development Services along with site plan application for site plan review.
 - 1.1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ TBD for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.1.3 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
 - 1.1.4 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ TBD for preparation of record drawings in electronic media (AutoCAD 2012/2021 or earlier version) and PDF format.
 - 1.1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of TBD for engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)
FOR
LYNN LANE WWTP FEB IMPROVEMENTS, PROJECT NO. 2154230**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____ 2021.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW(OWNER)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)
FOR
CITY OF BROKEN ARROW MAINTENANCE YARD PAVEMENT REHABILITATION
PROJECT NO. 2154230**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____ 2021.

1.0 FIELD EXPLORATION:

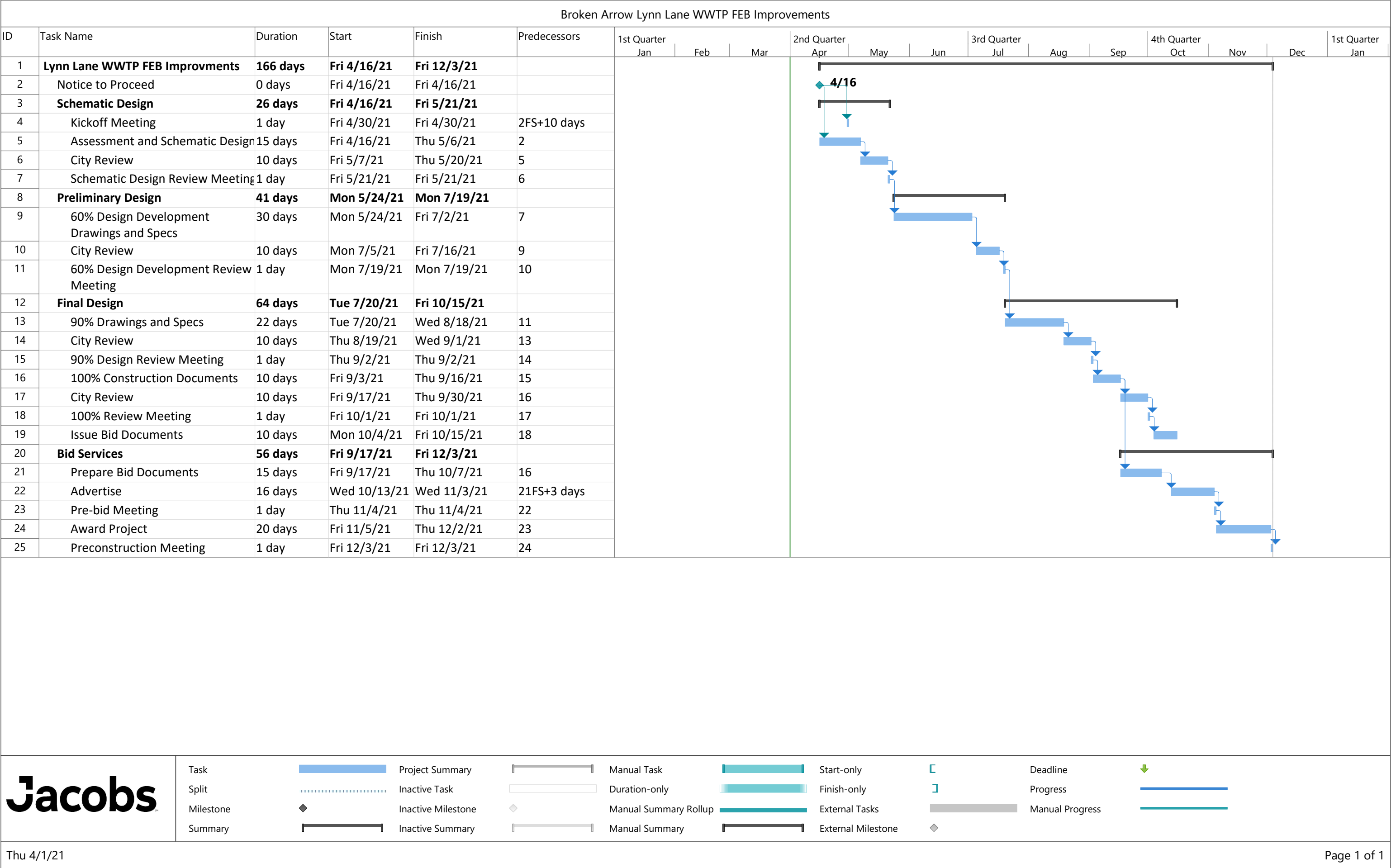
- 2.1 Notice to Proceed: Upon written notice to proceed Consultant shall begin field exploration within five to seven working days.

2.0 GEOTECHNICAL REPORT:

- 2.1 Technical report shall be completed within approximately ten to twelve business days following the completion of field work and laboratory testing.

3.0 DESIGN:

- 3.1 Schematic, Preliminary, and Final Designs shall be completed within 240 calendar days given timely reviews and approval from OWNER.



LYNN LANE WWTP FEB IMPROVEMENTS

Task	Principle in Charge Ostervold, Lars	Project Manager/EOR Luke Lenard	Geotechnical Lead Feeney, Mike	Geotechnical Lead Cosner, Matt	Structural Lead Young, Scott	Process Lead Rahman, Arifur	Electrical Lead Beaderstadt, Blair	Construction Estimator Jones, Tom	CADD Kenas, Bill	Project Assistant George, Amanda	Spec Processor Diedre Marsh	Mechanical QC Brian Fuerst	Total Hours by Task	Total Labor Cost by Task
	\$ 230	\$ 160	\$ 222	\$ 98	\$ 154	\$ 121	\$ 117	\$ 198	\$ 126	\$ 59	\$ 83	\$ 237		
Schematic Design														
Kickoff Meeting	2	6	4			8							20	\$3,275.48
30% Assessment and Schematic Design TM	4	20	40	40	20	40	4	12		2		6	188	\$29,204.16
30% Schematic Design Review Meeting	1	5	2	2	2	4							16	\$2,460.08
Design Development														
60% Design Development Design Drawings	2	34	6	8	20	40	8		136	2		8	264	\$36,056.60
60% Design Development Specifications		8	6	4	4	4	4			12	24	8	74	\$9,166.68
60% Engineer Estimate		2				2		12					16	\$2,936.36
60% Design Development Review Meeting	1	5	2	2	2	2							14	\$2,217.30
Final Design														
90% Final Design Drawings		17	6	8	8	34			136	2		4	215	\$28,429.03
90% Final Design Specifications		8	6	2	4	12	12			8	24	4	80	\$9,689.86
90% Engineer Estimate		2				2		12					16	\$2,936.36
90% Final Design Review Meeting	1	5	2	2	2	2							14	\$2,217.30
Construction Documents														
100% Construction Drawings		17	6		8	20	8		68	2		4	133	\$18,290.33
100% Construction Specifications		4	4		4	8	4			8	8	4	44	\$5,663.44
100% Engineer Estimate		2				2		8					12	\$2,144.96
100% Construction Review Meeting	1	5	2	2	2	2							14	\$2,217.30
Bid Services		16	6			6			8	4	8		48	\$6,525.38
Services During Construction														
Submittals													0	\$0.00
RFI													0	\$0.00
Construction Meetings													0	\$0.00
Site Visits													0	\$0.00
Record Drawings		6							40	4			50	\$6,246.38
Startup													0	\$0.00
Warranty Services													0	\$0.00
Project Closeout		8								4			12	\$1,513.36
Total Hours	12	170	92	70	76	188	40	44	388	48	64	38	1230	\$171,190.36
Labor Cost	\$ 2,756	\$ 27,147	\$ 20,398	\$ 6,847	\$ 11,679	\$ 22,821	\$ 4,662	\$ 8,705	\$ 49,008	\$ 2,830	\$ 5,323	\$ 9,014		
Total Hours	1230													
Total Labor Cost	\$ 171,190													
Survey	\$4,200.00													
Geotech	\$18,375.00													
Drawing Production	\$1,200.00													
Total Cost	\$194,965.36													



City of Broken Arrow

Request for Action

File #: 21-479, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Professional Engineering Consultants, P.A. for the County Line Trunk Sewer, Phase II (Project Number 2154250)

Background:

This project is for design of the County Line Trunk Sewer Phase II. The County Line Trunk Sewer is the main sewer line that conveys sewage to the Lynn Lane Wastewater Treatment Plant. This existing sewer line is undersized for current flows and in some areas, the pipeline is badly corroded leading to overflows and the formation of sinkholes. Phase II of this project will begin where Phase I ends, just north of Florence St. and will continue north along 23rd St. to Washington St. This phase will complete the replacement of this trunk sewer line and as in Phase I will upsize it as well as change the alignment in some areas to minimize interference with nearby creeks, allow better access for maintenance, and ensure gravity sanitary sewer service for future growth in this area.

An Agreement with Professional Engineering Consultants, P.A. has been negotiated and will include delivery of design and construction documents as well as environmental services for this project. The design fee is \$185,300.00.

Cost: \$185,300.00

Funding Source: OWRB Loan ORF-21-0028-CW

Requested By: Ethan J.L. Edwards, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement

Recommendation:

Approval of and authorization to execute Professional Consultant Agreement with Professional Engineering Consultants, P.A. for the County Line Trunk Sewer, Phase II (Project Number 2154250)

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
COUNTY LINE TRUNK SEWER, PHASE II
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2154250**

1.0 Professional Consulting Firm:

1.1 Name: Professional Engineering Consultants, P.A.
1.2 Telephone No.: 918-665-5400
1.3 Address: 1924 S Utica Avenue, Suite 1400
Tulsa, OK 74104

2.0 Project Name/Location: County Line Trunk Sewer, Phase II, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for County Line Trunk Sewer, Phase II, Broken Arrow, OK. These documents shall include, but not be limited to, the following: bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

The project limits are generally defined as follows: beginning at the termination of Phase I approximately 950 feet north of Florence Street and terminating in the north right-of-way of Washington Street. Approximately 210 linear feet of 36" pipe, 5,175 linear feet of 42" pipe, and 4,470 linear feet of 48" pipe will be installed for a project total of 9,855 linear feet. Pipe diameters and lengths will be verified during project design.

4.0 Agreement Summary:

4.1	Agreement Amount:	
	Project Management:	\$ 7,500.00
	Geotechnical Services:	\$ 7,000.00
	Survey Services:	\$ 13,000.00
	Environmental & Ecological Services (allowance, not-to-exceed):	\$ 23,100.00
	Engineering Report & Environmental Information Document:	\$ 32,600.00
	Preliminary Design Services:	\$ 34,600.00
	Final Design Services:	\$ 38,000.00
	Bid Assistance/Construction Services (allowance, not-to-exceed):	\$ 18,500.00
	Project Closeout (allowance, not-to-exceed):	\$ 11,000.00
	TOTAL AGREEMENT AMOUNT	\$ 185,300.00

4.2	Agreement Time:	
	Design Phase:	180 calendar days
	Bidding & Construction Phase:	As required

4.3	Estimated Construction Budget (Base Bid):	\$ 5,250,000.00
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5.0 Agreement Approved by the Owner on: 2021

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

FOR
COUNTY LINE TRUNK SEWER, PHASE II
PROJECT NUMBER 2154250**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Profession Engineering Consultants, P.A., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to replace existing County Line Trunk Sewer from approximately 950' north of Florence Street to Washington Street (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT 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 state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and 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 by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT 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.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT 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 not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT 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, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT 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 CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, 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 CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) 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 suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or 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 CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing 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 17 - WAIVER

A waiver by either OWNER or CONSULTANT 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 CONSULTANT. 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 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT 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 CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- 24.2 Consultant will indemnify, defend and hold harmless BAMA against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Ethan J.L. Edwards
Director, Engineering & Construction

CONSULTANT: Professional Engineering Consultants, P.A.
1924 S. Utica Avenue, Suite 1400
Tulsa, OK 74104
918-664-5400

Contact Name: Chad Grisier, P.E.
Municipal Services Team Lead

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

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the General Manager of the Broken Arrow Municipal Authority in Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority

By:

Michael L. Spurgeon, General
Manager

Date:

CONSULTANT:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.-

By:

Michael D. Kelsey
Michael D. Kelsey, P.E.,
Vice President

Date:

4/8/2021

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Secretary [Seal]

Date:

Attest:

Robert A. Koopman
Robert A. Koopman, P.E., Principal

Date:

4-8-2021

Approved as to form:

Alet S.

Assistant City Attorney

VERIFICATION

State of Oklahoma)

County of Tulsa) §

Before me, a Notary Public, on this 8th day of April, 2021, personally appeared Michael D. Kelsey, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: vice President) of Professional Engineering Consultants, P.A., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

August 28, 2021

Aidan Gearhart

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER, PHASE II
PROJECT NO. 2154250**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of April 2021.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of County Line Trunk Sewer, Phase II in Broken Arrow. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction drawings detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT understands that the OWNER intends to request a loan for the construction funds for this PROJECT. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has budgeted \$6,150,000.00 for this PROJECT that includes all professional consultant fees, easement & right-of-way acquisition, and construction cost.

2.0 PROJECT SCOPE

- 2.1 The project consists of design for the replacement of approximately 9,855 LF of sanitary trunk line sewer. The design is to be based on the Conceptual Alignment established during the Phase I design process, and as shown on the attached Exhibit A.

Limits of project may be reduced or otherwise separated into base bid and bid alternates based on the OWNER's project budget. The limits will be defined during the Preliminary Design phase.

- 2.2 CONSULTANT will provided Project Management Services consisting of coordination correspondence, and conducting meetings with sub-consultants, regulatory agencies, and Owner throughout the Project.
- 2.3 Survey and geotechnical services will be provided by CONSULTANT. A

geotechnical report will be prepared and submitted to the OWNER by the CONSULTANT. Temporary Construction and Permanent Utility easement documents that require revision from the Phase I improvement project will be prepared and submitted to the OWNER.

- 2.4 CONSULTANT will review the 2018 Broken Arrow Wastewater System Master Plan (prepared by Others) and verify the recommended pipe diameters. Analysis of pipe diameters will be based on the flow rate data provided in the Master Plan and known plans for any flow rate changes due to reroute of sewage flows based on other projects. CONSULTANT will not be conducting additional flow rate verification or analysis of future pipe capacity beyond the information provided in the Master Plan or any new flow changes as discussed above.
- 2.5 Impact of the PROJECT to environmental, ecological and cultural resources will be coordinated by CONSULTANT. Further, CONSULTANT will coordinate the follow-up response to satisfy the requirements of regulatory agencies including if required: Nationwide Permit coordination and application, Wetlands Permit application and Mitigation Debit coordination, and Threatened & Endangered Species surveys.
- 2.6 CONSULTANT understands that the previously prepared Engineering Report (ER) includes the limits of this PROJECT. CONSULTANT will complete necessary revision to the ER for purposes of the Oklahoma Department of Environmental Quality (ODEQ) permit. Report will adhere to the Oklahoma Funding Agency Coordinating Team (FACT) format.
- 2.7 CONSULTANT will prepare the Environmental Information Document (EID) as required per OWRB Clean Water Loan program.
- 2.8 CONSULTANT will provide Construction Administration services including submittal and RFI reviews and responses, attend construction progress meetings as requested by OWNER, and conduct site visits as requested by OWNER. Scope includes a maximum of three (3) site visits during construction.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
- 3.2 GEOTECHNICAL SERVICES PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 CONSULTANT will use an appropriate ONE-Call utility locate system prior to arriving onsite.
 - 3.2.2 Perform four (4) Subsurface borings to depths of approximately 25 feet below existing grade, or top of rock, whichever comes first.
 - 3.2.3 SPT sampling at the following depth (in feet) intervals:
 - 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter.
 - 3.2.4 Relatively undisturbed soil samples (Shelby Tubes) will also be obtained.
 - 3.2.5 Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
 - 3.2.6 Laboratory testing will be performed to determine the following index and engineering properties:
 - Moisture Content
 - Atterberg Limits
 - Percent Passing #200 sieve
 - 3.2.7 Geotechnical report, including boring logs, soil descriptions and classification, groundwater elevations at the time of drilling, and laboratory test results.
 - 3.2.8 Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
 - 3.2.9 General Cleanup of the site.
- 3.3 SURVEY SERVICES PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Verify or reestablish horizontal and vertical control necessary for the design and construction of the PROJECT. Control shall be in accordance with the OWNER'S Engineering Design criteria.
 - 3.3.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 3.3.3 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the PROJECT boundary, which may be in conflict with the PROJECT.
 - 3.3.4 Procure and provide Property Reports on up to five (5) Right-of-way acquisition parcels that have changed ownership since completing this effort in Phase 1.
 - 3.3.5 Prepared revised Temporary Construction Easement and any necessary Permanent Easement documents based upon change in land ownership since completion of this effort during Phase 1.
 - 3.3.6 As Part of the design phase, provide staking of proposed easements for on-site review during the property acquisition process.
- 3.4 ENVIRONMENTAL & ECOLOGICAL SERVICES PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Perform a field and desktop review of the surface waters that are on the proposed alignment and consult with the US Army Corps of Engineers regarding jurisdictional waters of streams and/or wetlands. Provide recommendations for mitigation measures required by USACE and incorporate into the final design.
 - 3.4.2 Should USACE permitting be required as a result of initial reviews and coordination with USACE, complete and submit Nationwide permit application.

- 3.4.3 Should mitigation be required as a result of USACE permitting, perform calculations for mitigation debits.
 - 3.4.4 Perform a protected species review of the proposed alignment and consult with USFWS for impacts to protected species. Provide recommendations for mitigation measures required by USFWS and incorporated into the final design.
 - 3.4.5 Should it be necessary pending coordination and findings of initial review, conduct field survey of protected species.
 - 3.4.6 Perform a cultural and historical review and consult with regulatory agency for potential of archaeological resources and acquire regulatory clearance on the proposed alignment. Scope of work does not include hiring an archaeologist or conducting additional archaeological investigations/study if so required by a regulatory agency.
- 3.5 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Verify or reestablish horizontal and vertical control necessary for the design and construction of the PROJECT. Control shall be in accordance with the OWNER'S Engineering Design criteria.
 - 3.5.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 3.5.3 Research and field-verify, as able, the horizontal locations of all public and private utilities within the PROJECT boundary, which may be in conflict with the PROJECT. Vertical locations for gravity systems will be field determined.
 - 3.5.4 Review the 2018 Wastewater System Master Plan flow data and any new flow data provided by Owner and verify recommended pipe diameters. Provide recommendations for any revisions to suggested pipe diameters.
 - 3.5.5 Submit alignment options to OWNER for review with conceptual construction quantity and cost estimates with a 15% contingency.
 - 3.5.6 Provide OWNER recommended project limits or bid alternative limits, based on the allowable project budget.
 - 3.5.7 Prepare preliminary construction drawings of proposed project.
 - 3.5.8 Prepare preliminary Supplemental Specifications to the Broken Arrow Standard Construction Specifications.
 - 3.5.9 Submit five (5) bound sets of 1/2 size prints and one (1) electronic PDF file of the preliminary plans and special provisions.
 - 3.5.10 Conduct preliminary coordination with private and public utility companies.
- 3.6 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.6.1 Meet with utility companies and City of Broken Arrow departments to arrange for the relocation of utility facilities and services in conflict with the PROJECT. Review relocation plans and contracts submitted by the utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
 - 3.6.2 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.6.3 Prepare final Supplemental Specifications to the Broken Arrow Standard

- Construction Specifications in one (1) PDF file format.
- 3.6.4 Prepare final quantity and cost estimate.
- 3.6.5 Prepare Contract proposal in units compatible with Broken Arrow Standard Construction Specifications.
- 3.6.6 Final PROJECT deliverables, where applicable, will be sealed by an Engineer licensed in the State of Oklahoma.
- 3.6.7 Submit five (5) bound sets of 1/2 size prints and one (1) electronic PDF file of the final construction plans and contract bid documents for distribution and review.
- 3.6.8 Prepare Stormwater Pollution Prevention Plan report. Submit seven (7) copies and one (1) electronic PDF file of the draft SWP3 report.
- 3.6.9 Incorporate final review comments and furnish two (2) completed signed/sealed SWP3 hardcopy reports and one (1) electronic PDF file.

3.7 **ENGINEERING REPORT & ENVIRONMENTAL INFORMATION DOCUMENT:**
Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.7.1 The Engineering Report that was previously prepared for the Phase I improvements of County Line Trunk Sewer encompassed the scope of these Phase II improvements. CONSULTANT will review and complete revisions, including updates to cost estimates and present worth analysis, to the existing documents as necessary for the final design of the PROJECT.
- 3.7.2 The Environmental Information Document (EID) does not encompass the limits of Phase II improvements and will be prepared as required per OWRB Clean Water Loan program.
- 3.7.3 CONSULTANT will provide six (6) bound paper copies and one (1) electronic PDF file of the draft documents for review by OWNER.
- 3.7.4 Perform revisions per OWNER'S comments and submit three (3) bound paper copies and one (1) electronic PDF file of the final documents for OWNER'S files and the appropriate number of copies for submittal to OWRB and ODEQ.
- 3.7.5 Final documents will be sealed by an Engineer licensed in the State of Oklahoma.

3.8 **BID DOCUMENTS.**

- 3.8.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents and one (1) PDF file, one (1) unbound set of reduced-size (11" x 17") drawings and one (1) PDF file, and one (1) set of final drawings on electronic media (AutoCAD 2018 or earlier version) and one (1) PDF file, and one (1) master set of final specifications on electronic media and paper. Proposal Information, Construction Contract, and General Specification documents will be prepared and provided to CONSULTANT by OWNER for bidding.

3.9 **BID ASSISTANCE PHASE:**

- 3.9.1 Assist the OWNER, as requested, in advertising the PROJECT for bids for construction.
- 3.9.2 Conduct a pre-bid conference, if requested by OWNER.
- 3.9.3 Serve as the technical question point-of-contact during bidding including responding to any Contractor RFI's and if required, draft necessary addendum(s) to clarify Contract documents.

- 3.9.4 Prepare bid tabulation, if requested, and provide reference checks for potential low bidder award.

3.10 CONSTRUCTION SERVICES PHASE:

- 3.10.1 Attend a pre-construction conference with the OWNER and Contractor.
- 3.10.2 Conduct site visits during the construction of the PROJECT at the request of the OWNER.
- 3.10.3 When requested by the OWNER, consult and advise the OWNER during construction and make recommendations to the OWNER regarding materials and workmanship.
- 3.10.4 When requested by the OWNER, review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data pursuant to the General Conditions of the Construction Contract.
- 3.10.5 Interpret the intent of the plans and specifications for the OWNER and the Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an additional service.
- 3.10.6 Conducting, with the OWNER'S representative, a final inspection of the construction for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor.

3.11 PROJECT CLOSEOUT:

- 3.11.1 Incorporate changes into the drawings based on comments provided by the Contractor and/or resident inspector and produce Record Drawings.
- 3.11.2 Submit one (1) set of Record Drawings on reproducible media.
- 3.11.3 Submit Records Drawings on electronic media (AutoCAD 2018 or earlier version and a PDF file).
- 3.11.4 Submit any revision to the contract documents caused by construction changes.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER, PHASE II, PROJECT NO. 2154250**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of April, 2021.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following drawings:

- 1.1 Title Sheet
- 1.2 Pay Quantities and Pay Item/General Notes
- 1.3 Right of Way and Easement Plans
- 1.4 Survey drawings showing horizontal and vertical Project Control
- 1.5 Erosion Control Plans and Details
- 1.6 Sanitary Sewer Line Plan and Profiles
- 1.7 Manhole Structure Layout Details
- 1.8 Standard Construction Details

2.0 RIGHT OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Any revised legal description Documents for right-of- way, permanent easements, and temporary construction easements resulting from change in land ownership since completion of these Documents during Phase I.
- 2.2 Surveyor's Certification Document.
- 2.3 Ownership Certification Report.

3.0 GEOTECHNICAL REPORT: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Signed and Sealed Geotechnical Engineering Report

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following:

- 4.1 Pipe capacity and velocity calculations based on anticipated flow rates, per the 2018 Wastewater System Master Plan and any Owner -provided plans for flow changes since the 2018 Wastewater System Master Plan was prepared.
- 4.2 Other Engineer Design Calculations.

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Advertisement Documents:
 - 5.1.1 Supplemental Specifications

- 5.1.2 Notice to Bidders
 - 5.1.3 Information to Bidders
- 5.2 Bid Documents:
 - 5.2.1 Bid Proposal
 - 5.2.2 Bid Affidavit
 - 5.2.3 Bid Bond
- 5.3 Agreement Documents:
 - 5.3.1 Agreement
 - 5.3.2 Bonds (Performance, Payment, and Maintenance)
 - 5.3.3 Bond Certification
 - 5.3.4 Change Order
 - 5.3.5 Work Directive
 - 5.3.6 Pay Estimate Form
 - 5.3.7 Release of Claimant
- 5.4 Project Conditions:
 - 5.4.1 General Conditions
 - 5.4.2 Special Conditions
- 5.5 Construction Specifications.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER, PHASE II, PROJECT NO. 2154250**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Appendices 1 and 2 and shall be made a part of the AGREEMENT dated the ____ day of April, 2021.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Project Management Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$7,500 for the completion of the Project Management Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Geotechnical Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$7,000 for the completion of the Geotechnical Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Survey Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,000 for the completion of the Survey Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Environmental and Ecological Services Phase Payment: The OWNER shall pay the CONSULTANT on an hourly basis, not to exceed \$23,100 for the completion of the Environmental and Ecological Services Phase for the services listed below. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.4.1 Wetlands Jurisdictional Assessment \$6,380.00
 - 1.4.2 Threatened & Endangered Species Habitat Assessment \$1,320.00
 - 1.4.3 Cultural Resource Assessment \$2,750.00
 - 1.4.4 Wetlands Permit Coordination (if required) \$1,100.00
 - 1.4.5 Wetlands Mitigation Debits Coordination (if required) \$770.00
 - 1.4.6 American Burying Beetle Survey (if required) \$5,060.00
 - 1.4.7 Long Eared Bat Survey (if required) \$5,720.00
- 1.5 Engineering Report and Environmental Information Document Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$32,600 for the revisions and completion of the Engineering Report and Environmental Information Document. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.6 Preliminary Design Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$34,600 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Final Design Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$38,000 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 Bid Assistance/Construction Services Phase Payment: The OWNER shall pay the CONSULTANT on an hourly basis, plus reimbursable expenses, not to exceed \$18,500 for the completion of the Bid Assistance/Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.9 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT on an hourly basis, plus reimbursable expenses, not to exceed \$11,000 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 SERVICES BASED ON TIME

The hourly rates set forth in Appendices 1 and 2 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2021.

CONSULTANT shall apply a 10% administrative fee to total invoice charges of services based on time. No other markup of SUBCONSULTANT hourly rates shall be applied by CONSULTANT.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER, PHASE II, PROJECT NO. 2154250**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of April, 2021.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 OWNER will provide to CONSULTANT information related to known and/ or potentially hazardous subsurface conditions and/ or history of site contamination.
- 2.2 OWNER shall provide right of entry for CONSULTANT personnel in performing site visits, field surveys, and inspections.
- 2.3 OWNER shall assure that private Utilities, not located by an appropriate One-Call utility locate system, are identified prior to geotechnical crew arriving onsite, or

have made arrangements for an Owner representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.

- 2.4 OWNER shall furnish to CONSULTANT latest Right-of-Way or improvement plans of 23rd Street north of New Orleans Street.

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW(OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER, PHASE II
PROJECT NO. 2154250**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the__day of April, 2021.

1.0 GEOTECHNICAL & SURVEY SERVICES:

- 2.1 Notice to Proceed: Upon written notice to proceed Consultant shall begin Geotechnical and Survey Services within fourteen (14) working days. Consultant anticipates completing the field work within seven (7) business days.

2.0 ENVIRONMENT & ECOLOGICAL SERVICES:

- 2.1 Upon written notice to proceed, CONSULTANT shall coordinate and respond to Environmental and Ecological regulatory requirements as required through completion of Final Design Phase, including if required: Nationwide Permit coordination and application, Wetland Permit application and Mitigation Debit coordination, and Threatened & Endangered Species surveys.

3.0 PRELIMINARY DESIGN PHASE:

- 3.1 CONSULTANT shall commence Preliminary Design Phase within five (5) business days upon written Notice to Proceed.
- 3.2 Submit Preliminary Alignment Options: Thirty (30) Calendar days from notice to proceed of Preliminary Design Phase.
- 3.3 Submit Preliminary Construction Plans and revisions to any Easement and Legal Description documents: Ninety (90) Calendar Days from notice to proceed of Preliminary Design Phase.
- 3.4 Owner Review: Fifteen (15) Calendar Days.

4.0 FINAL DESIGN PHASE:

- 4.1 CONSULTANT shall commence Final Design Phase within five (5) business days upon written Notice to Proceed.
- 4.2 Submit Final Construction Documents: Sixty (60) Calendar Days from notice to proceed of Final Design Phase.

5.0 BIDDING PHASE:

- 5.1 Advertise Construction Plans and Contract Documents: As required.

6.0 CONSTRUCTION SERVICES PHASE:

6.1 Construction Services: As required.

APPENDIX 1
TERRACON SUBCONSULTANT
2021 RATE SCHEDULE

<u>TITLE</u>	<u>HOURLY RATE</u>
Senior Staff Scientist	\$175
Senior Staff Scientist	\$105
Administration	\$60

Appendix 2

2021 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 2.....	\$170.00
Principal Engineer 1.....	\$155.00
Project Manager 2.....	\$165.00
Project Manager 1.....	\$135.00
Senior Engineer 2.....	\$160.00
Senior Engineer 1.....	\$145.00
Project Engineer 2.....	\$130.00
Project Engineer 1.....	\$115.00
Design Engineer 2.....	\$115.00
Design Engineer 1.....	\$105.00
Landscape Arch. 2.....	\$130.00
Landscape Arch. 1.....	\$120.00
Land Use Planner 2.....	\$130.00
Land Use Planner 1.....	\$120.00
Design Technician Supervisor 2.....	\$150.00
Design Technician Supervisor 1.....	\$135.00
Design Technician 2.....	\$135.00
Design Technician 1.....	\$95.00
Project Assistant.....	\$75.00
Commissioning Agent 2.....	\$140.00
Commissioning Agent 1.....	\$125.00
Balance Technician 2.....	\$100.00
Balance Technician 1.....	\$70.00
Land Surveyor.....	\$120.00
Party Chief.....	\$100.00
Survey Technician.....	\$80.00
Inspector.....	\$105.00
Senior Engineering Technician.....	\$90.00
Engineering Technician.....	\$70.00
Driller.....	\$95.00

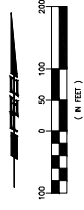
*Premium time for all non-salaried personnel or as noted in the contract 1.5 multiplier

2021 RATE SCHEDULE A
Page 2

REIMBURSABLES:

Infrared Camera	\$50.00/Hour
Structural Testing Equipment	\$50.00/Hour
Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	\$0.56/Mile
Truck Mileage	\$0.65/Mile
ATV	\$20.00/Hour
GPS	\$50.00/Hour
3D Laser Scanner	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
UAS.....	\$150.00/Hour
Drill Rig Use	\$75.00/Hour
Car Rental and Fuel	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail.	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	\$10.00/Each
Nuclear Gauge Equipment.....	\$20.00/Each
Compression Tests of Cylinders	\$12.00/Each
Ultra Sonic Testing Equipment	\$50.00/Each
Semi-Trailer Mileage.....	\$3.00/Mile

**The rates shown above are effective for services through December 31, 2021 and are subject to revision thereafter.



PREPARED 10/10/2021, CAC

END OF PHASE I,
BEGIN PHASE II

PROPOSED
PHASE II
ALIGNMENT

211+00 185+00 170+00 155+00 140+00 125+00 110+00 95+00 80+00 65+00 50+00 35+00 20+00 5+00

23rd Street

PROPOSED
PHASE II
ALIGNMENT

23rd Street

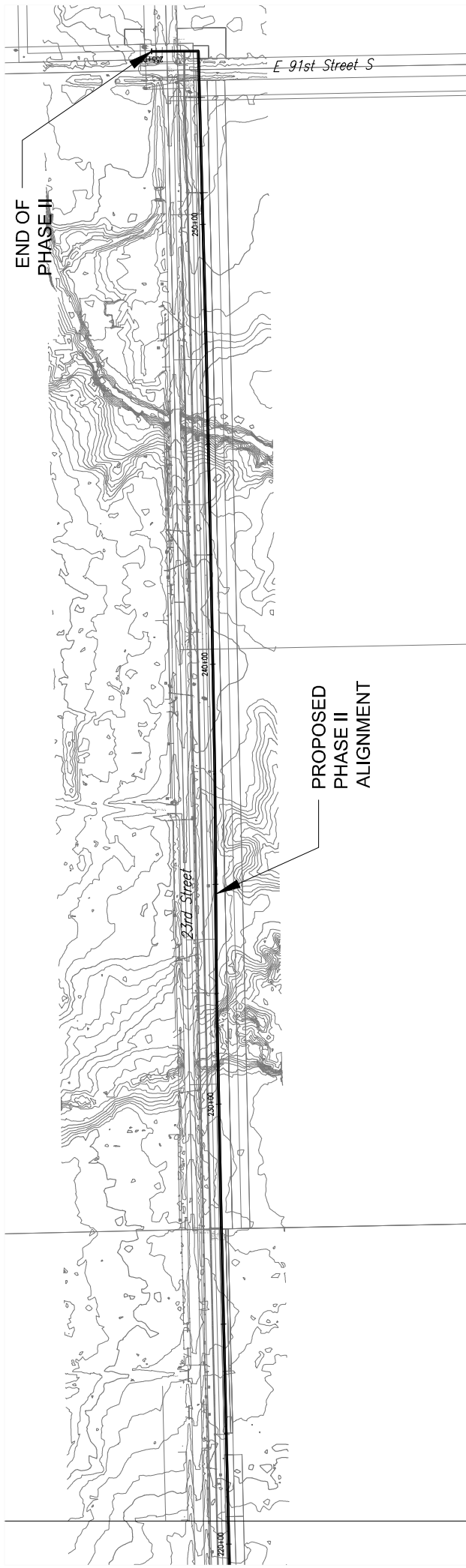
E 101st Street S

190+00

200+00

210+00

220+00





City of Broken Arrow

Request for Action

File #: 21-504, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Acknowledgement of the notification of the closing of the Consent Order issued by Oklahoma Department of Environmental Quality for the unpermitted discharges from the collection system

Background:

On March 6, 2018, the Oklahoma Department of Environmental Quality issued a Consent Order to the City of Broken Arrow to address unpermitted discharges from the County Line Trunk Sewer. The discharges were due to a lack of capacity in the trunk sewer due to the line size and corrosion failures. Substantial completion of the rehabilitation of the County Line Trunk Sewer was achieved on October 2, 2020. On March 30, 2021, ODEQ sent a letter stating the Consent Order has been closed.

Total cost of compliance with the order was \$16,419,885.

Cost: N/A

Funding Source: N/A

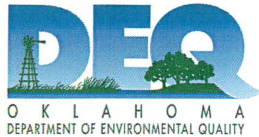
Requested By: Charles Vokes, Utilities Director

Approved By: City Manager's Office

Attachments: ODEQ Letter

Recommendation:

Acknowledge the notification of the closing of the Consent Order issued by Oklahoma Department of Environmental Quality for the unpermitted discharges from the collection system.



CITY OF BROKEN ARROW

APR 05 2021

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
CITY MANAGER'S OFFICE

March 30, 2021

The Honorable Craig Thurmond, Mayor
City of Broken Arrow
P.O. Box 610
Broken Arrow, Oklahoma 74013-0610

Re: **Consent Order 18-004 – Closed**
City of Broken Arrow Lynn Lane WWTP Collection System
Complaint No. 151646
Facility No. S-20409
OPDES Permit No. OK0040053

Dear Mayor Thurmond:

On March 6, 2018, the Department of Environmental Quality (DEQ) and the City of Broken Arrow (City) agreed to Consent Order 18-004 (Order) to address unpermitted discharges from the City's wastewater collection system. The Order assessed a penalty in the amount of thirty thousand dollars (\$30,000.00). The City was required to pay eighteen thousand seven hundred fifty dollars (18,750.00) of the assessed penalty, which was received by DEQ on March 13, 2018. The remaining portion of the assessed penalty was deferred upon completion of the tasks in the Order.

The Order required the City to complete construction of improvements necessary to eliminate unpermitted discharges from the complaint location, in accordance with construction permit No. SL000072180795, issued by DEQ on December 17, 2018. On March 25, 2021, DEQ received a copy of the certificate of substantial completion for the project, which was completed October 2, 2020. The total cost of compliance with the Order amounted to \$16,419,885.95.

Based upon a review of DEQ records, DEQ has determined that all tasks associated with the Order have been completed and that chronic unpermitted discharges from the City's wastewater collection system in the area of the complaint have ceased. Therefore, **DEQ is closing Consent Order 18-004.**

If you have any questions or need any further information, please contact Elizabeth Denning, E.I., District Representative, Municipal Wastewater and Stormwater Field Inspection/Enforcement Section, Water Quality Division, DEQ, at (918) 293-1626 or write to Ms. Denning at the letterhead address.

Sincerely,

Patrick Rosch, P.E., Engineering Manager
Municipal Wastewater Group
Water Quality Division

PR/EDD/MM/tg

CG/TM

cc: Chad Keller, ECLS, Tulsa DEQ Office
Debbie Nichols, Regional Manager, ECLS, DEQ





City of Broken Arrow

Request for Action

File #: 21-445, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200783 for construction of Battle Creek Tank Golf Course Potable Water Line Extension and Tank Modification (Project No. 195427B)

Background:

Plans and specifications were submitted to ODEQ on November 11, 2020. The plans were approved. The Original Permit to Construct was issued on March 19, 2021, for clarity BAMA asked for the wording on the permit to be modified to more distinctly describe this project versus Project 195427A (WL000072200782). The Amended Permit to Construct was signed on March 30, 2021 and received on April 5, 2021.

Cost: \$0

Funding Source: N/A

Requested By: Ethan J.L. Edwards, Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Permit to Construct Battle Creek Golf Course Potable Water Line Extension and Tank Modification

Recommendation:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200783 for construction of Battle Creek Tank Golf Course Potable Water Line Extension and Tank Modification (Project No. 195427B)



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

March 30, 2021

Mr. Kenneth Schwab, Assistant City Manager
City of Broken Arrow
220 South First Street; PO Box 610
Broken Arrow, Oklahoma 74012

Re: Permit No. WL000072200783
Battle Creek Tank Golf Course Potable Water Line Extension and Tank Modification
BAMA Project No. 19427B
Facility No. 1021508

Dear Mr. Schwab:

Enclosed is Permit No. WL000072200783 for the construction of 3,350 linear feet of twelve (12) inch PVC potable water line, modify the Battle Creek tank to create separate inlet and outlet piping, the construction of an altitude valve, associated tank yard piping and all appurtenances to serve the Battle Creek Golf Course, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 30, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Broken Arrow, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in blue ink that reads "Qusay R. Kabariti".

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Tom D Crowley, P.E., Carollo Engineers, PC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200783

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

March 30, 2021

Pursuant to O.S. 27A 2-6-304, the City of Broken Arrow is hereby granted this Tier I amended Permit to construct 3,350 linear feet of twelve (12) inch PVC potable water line, modify the Battle Creek tank to create separate inlet and outlet piping, the construction of an altitude valve, associated tank yard piping and all appurtenances to serve the Battle Creek Golf Course, located in Section 34, T-19-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved March 30, 2021.

By acceptance of this amended permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line does not provide fire flow.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200783

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200783

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink that reads "Rocky Chen". The signature is written in a cursive, stylized font.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





City of Broken Arrow

Request for Action

File #: 21-446, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: 04-20-2021**

Title:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200782 for construction of modifications to the Battle Creek Golf Course piping to connect the new irrigation pump station to a new upsized water line (Project No. 195427A)

Background:

Plans and specifications were submitted to ODEQ on November 11, 2020. The plans were approved. The Original Permit to Construct was issued on March 19, 2021, for clarity BAMA asked for the wording on the permit to be modified to more distinctly describe this project versus Project 195427B (WL000072200783). The Amended Permit to Construct was signed on March 30, 2021 and received on April 5, 2021.

Cost: \$0

Funding Source: N/A

Requested By: Ethan J.L. Edwards, Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Permit to Construct Battle Creek Golf Course Water Line Improvements

Recommendation:

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000072200782 for construction of modifications to the Battle Creek Golf Course piping to connect the new irrigation pump station to a new upsized water line (Project No. 195427A)



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

March 30, 2021

Mr. Kenneth Schwab, Assistant City Manager
City of Broken Arrow
220 South First Street; PO Box 610
Broken Arrow, Oklahoma 74012

Re: Amended Permit No. WL000072200782
Battle Creek Golf Course Water Line Improvements, BAMA Project No.195427A
Facility No. 1021508

Dear Mr. Schwab:

Enclosed is amended Permit No. WL000072200782 to modify the Battle Creek Golf Course piping by the installation of dual reduced pressure zone (RPZ) backflow preventors at the irrigation pumping station, associated yard piping to connect the irrigation pump station to the water line permitted under WL000072200783 and all appurtenances to serve the City of Broken Arrow, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 30, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Broken Arrow, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

A handwritten signature in blue ink that reads "Qusay R. Kabariti".

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Tom D Crowley, P.E., Carollo Engineers, PC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200782

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

March 30, 2021

Pursuant to O.S. 27A 2-6-304, the City of Broken Arrow is hereby granted this Tier I amended Permit to modify the Battle Creek Golf Course piping by the installation of dual reduced pressure zone (RPZ) backflow preventors at the irrigation pumping station, associated yard piping to connect the irrigation pump station to the water line permitted under WL000072200783 and all appurtenances to serve the City of Broken Arrow, located in Section 34, T-19-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved March 30, 2021.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200782

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 11) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072200782

WATER LINES

FACILITY No. 1021508

AMENDED PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink that reads "Rocky Chen". The signature is written in a cursive, flowing style.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





City of Broken Arrow

Request for Action

File #: 21-507, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 4/20/2021**

Title:

Ratification of the Claims List Check Register dated April 13, 2021

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from March 31, 2021 through April 13, 2021 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$8,093,955.91.

Governmental Funds	\$3,660,317.68
BAMA	\$4,425,888.23
BAEDA	\$ <u>7,750.00</u>
Total	\$8,093,955.91

A summary by funds and detail are attached.

Cost: \$4,425,888.23

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 13, 2021.

Recommendation:..recommend

Ratify Claims List Check Register dated 4/13/2021

City of Broken Arrow
Check Register by Fund
RECAP



FUND	DESCRIPTION	AMOUNT
110	GENERAL	1,416,658.20
220	BA MUNICIPAL AUTHORITY	4,383,708.06
221	BAMA SALES TAX DEBT SERVICE	2,000.00
226	STORMWATER CAPITAL IN LIEU OF	40,180.17
227	CVB-HOTEL MOTEL	8,812.25
330	SALES TAX CAPITAL IMPROVEMENT	642,578.70
332	PARK & REC CAP IMPROV	31,612.74
335	CDBG	4,481.83
342	STREET LIGHT FUND	5,207.33
343	STREET SALES TAX FUND	142,273.49
344	PS SALES TAX POLICE	72,316.99
345	PS SALES TAX FIRE	84,559.98
347	SPECIAL CARES ACT FUND	6,158.00
591	2011 BOND ISSUE	24,694.18
592	2014 BOND ISSUE	382,474.78
593	2018 BOND ISSUE	293,161.59
660	WORKERS COMPENSATIONS	61,153.51
882	AGENCY FUND DEPOSITS	750.50
887	ECONOMIC DEVELOP AUTHORITY	7,750.00
910	PAYROLL LIABILITY	483,423.61
Total		8,093,955.91

City of Broken Arrow Check Register by Fund



Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276516	149	AMERICAN ELECTRIC POWER/PSO	954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 3099	2205400 550250	106.94
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 701 W	2205400 550250	54.35
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 4221	2205400 550250	250.38
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 3001	2205400 550250	790.52
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 1049	2205400 550250	73.64
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 3909	2205400 550250	83.17
				954-100-813-0-1 M	954-100-813-0-1 MARCH 23, 2021 945 W	2205400 550250	44.66
Total For Check # 276516						1,403.66	
04/01/2021	276518	12	AVB	FEBRUARY 2021	FEB 2021 WATER BILLING	2201503 550280	497.13
Total For Check # 276518						497.13	
04/01/2021	276523	3866	MARY JO WALKER	PARCEL 18.0 18A 18B	UE/TCE 7705 S JUNIPER PL BA SE QUARTER 3-17-14	2205415 570080	750.00
Total For Check # 276523						750.00	
04/01/2021	276527	999903	OTP - UB REFUNDS	000225207		220 225010	21.18
Total For Check # 276527						21.18	
04/01/2021	276528			000212717		220 225010	4.78
Total For Check # 276528						4.78	
04/01/2021	276529			000249015		220 225010	25.98
Total For Check # 276529						25.98	
04/01/2021	276530			000126063		220 225010	25.86
Total For Check # 276530						25.86	

**City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276531			000211177		220 225010	36.21
						Total For Check # 276531	36.21
04/01/2021	276532			000168383		220 225010	33.07
						Total For Check # 276532	33.07
04/01/2021	276533			000192847		220 225010	112.97
						Total For Check # 276533	112.97
04/01/2021	276534			000137129		220 225010	108.45
						Total For Check # 276534	108.45
04/01/2021	276535			000196281		220 225010	10.01
						Total For Check # 276535	10.01
04/01/2021	276536			000023639		220 225010	6.71
						Total For Check # 276536	6.71
04/01/2021	276537			000017459		220 225010	36.23
						Total For Check # 276537	36.23
04/01/2021	276538			000186185		220 225010	51.88
						Total For Check # 276538	51.88
04/01/2021	276539			000250573		220 225010	13.94
						Total For Check # 276539	13.94
04/01/2021	276540			000085509		220 225010	59.38
						Total For Check # 276540	59.38
04/01/2021	276541			000136287		220 225010	84.65
						Total For Check # 276541	84.65

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276542			000242045		220 225010	88.46
						Total For Check # 276542	88.46
04/01/2021	276543			000091925		220 225010	16.84
						Total For Check # 276543	16.84
04/01/2021	276544			000091926		220 225010	18.39
						Total For Check # 276544	18.39
04/01/2021	276545			000091927		220 225010	11.29
						Total For Check # 276545	11.29
04/01/2021	276546			000091928		220 225010	9.40
						Total For Check # 276546	9.40
04/01/2021	276547			000208177		220 225010	3.39
						Total For Check # 276547	3.39
04/01/2021	276551	1169	VERIZON	9875999149	9875999149 FEB 22-MAR 21	2205404 550540	61.69
						Total For Check # 276551	61.69
04/01/2021	276552	3865	WILLARD BENINTENDI	PARCEL 31	UE/TCE 15303 E 122ND ST BA NE QUARTER 3-17-14	2205415 570080	1,850.00
						Total For Check # 276552	1,850.00
04/01/2021	276554	1	ACCURATE FIRE EQUIP CO INC	2-102696	EXTINGUISHER 5 LB. ABC,	220 141000	195.00
						Total For Check # 276554	195.00
04/01/2021	276556	489	ADMIRAL EXPRESS LLC	2090969-0- 2149355-0 2149362-0	2090969-0 PO110146/2200047 Chair for Travis Small Replacement chair for Rowdy Schaffner	2205205 570170 2205200 570190 2205205 560240	-614.35 675.00 685.00

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				2149347-0	Chair for new employee in Stormwater (Amethyst)	2205210 570190	529.00
					Total For Check # 276556		1,274.65
04/01/2021	276557	1535	ADVANCED INDUSTRIAL SOLUTIONS	301263	PW STOCK ORDER	220 141000	1,054.66
					Total For Check # 276557		1,054.66
04/01/2021	276558	3714	AMERACRANE AND HOIST LLC	66927	Crane repairs	2205410 540280	2,105.00
					Total For Check # 276558		2,105.00
04/01/2021	276559	2862	AMPM CONSULTING LLC	1144	AMPM Phase 2	2205205 570190	15,851.00
					Total For Check # 276559		15,851.00
04/01/2021	276561	1468	ARLEDGE & ASSOCIATES, P.C.	34150	INV 34150 FEB 10, 2021	2201503 530810	10,300.00
					Total For Check # 276561		10,300.00
04/01/2021	276563	2769	BERRY DUNN MENEIL & PARKER LLC	398066	107302	2201700 570170	5,250.00
				399017	107302	2201700 570170	9,450.00
					Total For Check # 276563		14,700.00
04/01/2021	276564	3534	BOWERS OIL DBA FROST OIL CO	0235488-IN	AU OIL REORDER	220 141000	550.00
					Total For Check # 276564		550.00
04/01/2021	276565	3	BRENNTAG SOUTHWEST INC	BSW271099	CHLORINE	2205410 560340	831.13
				BSW269170	CHLORINE	2205410 560340	975.00
				BSW269169	CHLORINE	2205410 560340	828.63
				BSW273757	CHLORINE	2205410 560340	5,052.76
				BSW272981	CHLORINE	2205405 560340	36,954.54
					Total For Check # 276565		44,642.06
04/01/2021	276568	335	CENTRAL PARK TAG AGENCY	L1228880368	INV L1228880368	2205125 570020	48.00

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				L1228880368	INV L1228880368	2205125 570020	48.00
				L1228880368	INV L1228880368	2205125 570020	48.00
					Total For Check # 276568		144.00
04/01/2021	276571	1391	CLEAN THE UNIFORM CO OKLAHOMA	50173010	INV 50173010 MARCH 10, 2021	2205200 540310	2.59
				50174098	INV 50174098 MARCH 17, 2021	2205200 540310	2.59
				50174098	INV 50174098 MARCH 17, 2021	2205100 540330	4.00
				50175176	INV 50175176 MARCH 24, 2021	2205200 540310	2.59
				50174547	50174547 MARCH 9, 2021	2205305 540310	138.68
				50174547	50174547 MARCH 9, 2021	2205305 540330	2.60
				50175647	50175647 MARCH 26, 2021	2205305 540310	141.98
				50175647	50175647 MARCH 26, 2021	2205305 540330	2.60
				50174554	50174554 MARCH 19, 2021	2205410 540310	24.01
				50174554	50174554 MARCH 19, 2021	2205410 540330	0.35
				50175177	INV 50175177 MARCH 24, 2021	2205115 540310	33.32
				50175177	INV 50175177 MARCH 24, 2021	2205403 540310	40.66
				50175177	INV 50175177 MARCH 24, 2021	2205406 540310	46.19
				50175177	INV 50175177 MARCH 24, 2021	2205415 540310	73.71
				50175177	INV 50175177 MARCH 24, 2021	2205400 540310	88.94
				50175177	INV 50175177 MARCH 24, 2021	2205120 540310	96.10
				50175177	INV 50175177 MARCH 24, 2021	2205125 540310	255.29
				50175177	INV 50175177 MARCH 24, 2021	2205130 540310	10.77
				50175177	INV 50175177 MARCH 24, 2021	2205100 540330	15.00
				50175177	INV 50175177 MARCH 24, 2021	2201700 540330	2.25
				50175177	INV 50175177 MARCH 24, 2021	2205120 540330	25.00
				50174099	INV 50174099 MARCH 17, 2021	2205115 540310	37.50
				50174099	INV 50174099 MARCH 17, 2021	2205130 540310	10.77
				50174099	INV 50174099 MARCH 17, 2021	2205125 540310	259.09

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				50174099	INV 50174099 MARCH 17, 2021	2205120 540310	94.01
				50174099	INV 50174099 MARCH 17, 2021	2205403 540310	40.66
				50174099	INV 50174099 MARCH 17, 2021	2205406 540310	48.28
				50174099	INV 50174099 MARCH 17, 2021	2205415 540310	74.59
				50174099	INV 50174099 MARCH 17, 2021	2205400 540310	88.94
				50174099	INV 50174099 MARCH 17, 2021	2201700 540330	2.25
				50174099	INV 50174099 MARCH 17, 2021	2205120 540330	25.00
					Total For Check # 276571		1,690.31
04/01/2021	276573	1270 CORE & MAIN		N3889167	CEMENT,FAST DRY FOR PVC	220 141000	322.55
				N661844	PW STOCK ORDER	220 141000	1,121.76
				N705685	PW STOCK ORDER	220 141000	684.93
				N663771	Sewer Valve box lids	2205415 560400	29.00
				N675898	PW STOCK ORDER	220 141000	2,127.00
				N675901	PW STOCK REORDER	220 141000	3,927.00
				N726247	BID 21.120 PROJECT 2154400	2205406 570040	508,500.00
					Total For Check # 276573		516,712.24
04/01/2021	276578	51 DK MACHINE INC		0021005	INV 0021005 MARCH 25, 2021	2205406 570040	435.00
				0021006	0021006 MARCH 25, 2021	2205406 570040	252.00
					Total For Check # 276578		687.00
04/01/2021	276580	1202 DONOHUE COMMERCIAL SERVICE		7752	INV 7752 MARCH 18, 2021	2201700 540070	1,003.15
					Total For Check # 276580		1,003.15
04/01/2021	276581	3307 DP SUPPLY		022023	PW STOCK ORDER	220 141000	2,037.00

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276581	2,037.00
04/01/2021	276582	399	ENVIRONMENTAL IMPROVEMENTS INC	0048991-IN	MARCH MAG-DR PUMP 53GPM PP 1.5"TE-7R-MD 3PHASE 1	2205405 560450	1,000.00
						Total For Check # 276582	1,000.00
04/01/2021	276583	2107	EXPRESS PRESS	43857	Unfiorms for Koby Haddock	2205200 560100	140.76
						Total For Check # 276583	140.76
04/01/2021	276584	189	GADES SALES CO INC	0080467-IN	PW STOCK ORDER	220 141000	14,200.00
						Total For Check # 276584	14,200.00
04/01/2021	276585	153	GELCO UNIFORMS & SHOES INC	00259111	Carharts for Parker Brunken	2205305 560100	203.38
				00259087	CARHARTS FOR TOM KIMBROUGH	2205403 560100	95.39
						Total For Check # 276585	298.77
04/01/2021	276587	2007	GERSHMAN,BRICKNER & BRATTON INC	p200050-00000000015	110035	2205125 570170	1,137.38
						Total For Check # 276587	1,137.38
04/01/2021	276590	1621	GOODYEAR COMMERCIAL TIRE	254-1018744	315/80R22.5 Steer	220 141000	2,167.60
				254-1018756	235/75R17	220 141000	248.38
				254-1018692	(1306) LT 235/80R17 TIRES 748-635-572	2205400 560190	680.32
						Total For Check # 276590	3,096.30
04/01/2021	276592	969	GREENHILL MATERIALS	181514	AGGREGATE	2205400 570150	743.94
						Total For Check # 276592	743.94
04/01/2021	276593	686	H G FLAKE SUPPLY CO	0382917-IN	PIPE FITTINGS	2205405 560230	240.80
				3827031-IN	PIPE FITTINGS	2205405 560230	47.91

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276593	288.71
04/01/2021	276594	106 HACH COMPANY		12338928	CHEMICALS & LAB SUPPLIES	2205405 560340	114.90
				12325852	CHEMICALS & LAB SUPPLIES	2205405 560340	1,603.47
				12306101	CHEMICALS & LAB SUPPLIES	2205405 560340	1,237.70
						Total For Check # 276594	2,956.07
04/01/2021	276596	677 HARRIS CORPORATION PSPC		93360937	MICROPHONE STANDARD CH721 MC-101616-041	220 141000	443.28
				93360936	RADIO CAN CABLE CA-009562-030	220 141000	170.20
						Total For Check # 276596	613.48
04/01/2021	276597	1144 HDR, INC		1200327723	110439	2205405 570160	123.21
				1200327723	110439	2205405 570170	11.09
						Total For Check # 276597	134.30
04/01/2021	276603	117 INLAND TRUCK PARTS & SERVICE		IN-818938	PTO Shaft U-Joints & Balanced	2205305 560200	437.52
						Total For Check # 276603	437.52
04/01/2021	276606	124 KIMS INTERNATIONAL		0124690-IN	MISC. FITTINGS	2205403 540200	85.36
				0124732-IN	MISC. FITTINGS	2205415 560410	149.88
				0124856-IN	MISC. FITTINGS	2205125 560200	155.09
				0124842-IN	MISC. FITTINGS	2205125 560200	99.30
				0124656-IN	MISC. FITTINGS	2205125 560200	52.98
				0124579-IN	MISC. FITTINGS	2205405 560230	157.00
						Total For Check # 276606	699.61
04/01/2021	276607	131 LOCKE SUPPLY COMPANY		42554596-00	PLUMBING AND ELECTRICAL	2205415 560410	35.22

City of Broken Arrow
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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276607	35.22
04/01/2021	276613	1542	MOBILE WIRELESS LLC	4186	NetMotion Mobility device license + Policy, NAC &	2205400 560240	263.50
						Total For Check # 276613	263.50
04/01/2021	276614	1592	MORTON SALT INC	542217620	ROAD SALT	2205405 560340	6,453.75
						Total For Check # 276614	6,453.75
04/01/2021	276618	98	OKLAHOMA NATURAL GAS CO	211155662253868218 M	211155662 2538682 18 MARCH 25, 2021 1313 N 6TH ST	2205415 550240	38.73
				213603575260777000 M	213603575 2607770 00 MARCH 22, 2021 13874 S 177TH	2205410 550240	252.48
				210121530253867927 M	210121530 2538679 27 MARCH 22, 2021 1703 W MIAMI S	2205415 550240	23.13
				210119696257659209 M	210119696 2576592 09 3-19, 2021 7506 S INDIANWOOD	2205415 550240	38.89
				212869317220544536 M	212869317 2205445 36 MARCH 19, 2021 6221 W DURHAM	2205415 550240	23.97
				210155550257977409 M	210155550 2579774 09 MARCH 19, 2021 4213 W WINSTON	2205415 550240	30.35
						Total For Check # 276618	407.55
04/01/2021	276625	3827	ROBINSON GLASS OF TULSA INC	2-266202	(2107) P&L TO REPLACE WINDSHIELD	2205125 540200	598.75
						Total For Check # 276625	598.75
04/01/2021	276627	84	SAF T GLOVE INC	944719-00	GLOVES FOR SANITATION	2205125 560100	329.55
				944459-00	PW STOCK ORDER	220 141000	108.70
						Total For Check # 276627	438.25
04/01/2021	276628	86	SAFETY KLEEN SYSTEMS INC	85599663	INV 85599663 MARCH 22, 2021	2205120 540330	473.13
						Total For Check # 276628	473.13

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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276631	3706	SIEMENS INDUSTRY INC	5605288933	Replacement parts for sludge conveyor controls	2205410 560450	521.00
				5605296212	Replacement parts for sludge conveyor controls	2205410 560450	436.00
					Total For Check # 276631		957.00
04/01/2021	276633	80	SMITH & LOVELESS INC	PS118345	lift station repair parts	2205415 560410	2,175.69
					Total For Check # 276633		2,175.69
04/01/2021	276634	303	SMITH FARM & GARDEN CO	913737	MISC. PARTS	2205400 560200	48.70
				913612	MISC. PARTS	2205305 560200	44.96
				913448	FILTER AIR 17210-Z6L-010 HONDA	220 141000	38.08
				913455	MISC. PARTS	2205400 560200	58.89
					Total For Check # 276634		190.63
04/01/2021	276635	925	SOUTH EAST AUTO TRIM INC.	58412	(1209) P&L TO REPAIR SEAT	2205400 540200	750.00
					Total For Check # 276635		750.00
04/01/2021	276637	268	SOUTHERN TIRE MART	3500087063	11R 22.5 RECAPS BRM3 388RM3 SMOOTH	220 141000	2,265.90
				3500087063	11R 22.5 RECAPS BRM3 388RM3 SMOOTH	2205125 560190	60.00
				3500086178	11R 22.5 RECAPS BRM3 388RM3 SMOOTH	2205125 560190	100.00
				3500085954	11R 22.5 RECAPS BRM3 388RM3 SMOOTH	220 141000	2,104.05
				3500087461	TIRE, LT245/70R17E FIRESTONE TRANSFORCE 002-767	220 141000	577.55
					Total For Check # 276637		5,107.50
04/01/2021	276638	228	SOUTHSIDE MOWERS INC	165599	FILTER, HYDRAULIC 3449002 WRIGHT	220 141000	22.99
					Total For Check # 276638		22.99

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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276639	394	STONE COMPUTER AND COPIER SUPPLY	98732	PW STOCK ORDER	220 141000	1,750.95
						Total For Check # 276639	1,750.95
04/01/2021	276641	3859	COSTAR REALTY INFORMATION INC	492715	INV 492715 MARCH 22, 2021	2201700 530870	2,200.00
						Total For Check # 276641	2,200.00
04/01/2021	276644	72	SUMMIT TRUCK GROUP	411120878	(1677) SEAL 3103015	2205125 560200	124.52
				411120754	ANTIFREEZE FLEETRIDE INT'L FLTRELC5050G	220 141000	47.94
				411120723	FILTER INNER AIR INTERNATIONAL 2602211C1	220 141000	195.58
				411120756	SCREEN FUEL 1899335C91 P/U	220 141000	101.74
				411120321	SCREEN FUEL 1899335C91 P/U	220 141000	108.06
				411119674	(1563) RELAY 3505300C1	2205125 560200	40.04
				411119708	(1562) A3 WHEEL SEAL V370003A	2205125 560200	77.64
				411119715	(1562) A3 WHEEL SEAL V370003A	2205125 560200	44.61
				411119975	(1562) FUSE COVER ON DASH 3615415C93	2205125 560200	139.07
						Total For Check # 276644	879.20
04/01/2021	276649	949	TULSA WINNELSON COMPANY	234475-01	MISC. PLUMBING SUPPLIES	2205100 560180	2.14
				205171-01	MISC. PLUMBING SUPPLIES	2205100 560180	103.18
						Total For Check # 276649	105.32
04/01/2021	276650	1808	TULSA'S GREEN COUNTRY STAFFING	84132	INV 84132 MARCH 19, 2021	2205125 550370	1,571.70
						Total For Check # 276650	1,571.70

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276652	2487 TYLER TECHNOLOGIES INC		045-329672	107303	2201700 570170	12,000.00
				045-332330	107303	2201700 570170	8,330.00
						Total For Check # 276652	20,330.00
04/01/2021	276654	44 UTILITY SUPPLY		146780	1 EA 6" PIPE Tongs	2205403 560240	935.22
				146820	MATERIALS FOR WATER DEPARTMENT	2205400 560380	612.40
						Total For Check # 276654	1,547.62
04/01/2021	276657	897 WASTE MANAGEMENT QUARRY LANDFILL		2281103-1006-4 ROLL	INV 2281103-1006-4 MARCH 1-15, 2021	2205125 540300	410.25
				2281124-1006-0	INV 2281124-1006-0 MARCH 1-15, 2021	2205410 540300	543.58
						Total For Check # 276657	953.83
04/01/2021	276661	382 ZEP MANUFACTURING CO		9005994370	CLEANER, ZEP ERASE 031101 VANDAL MARK ERASE (GRAF	220 141000	215.86
						Total For Check # 276661	215.86
04/01/2021	276662	2718 AUTOMATIC ENGINEERING		5501880	INV 5501880 FEB 25, 2021	2205405 540290	905.00
						Total For Check # 276662	905.00
04/07/2021	276676	596 REGIONAL METROPOLITAN UTILITY AUTH		428485	RMUA HC1903	2205410 570150	2,402.17
				428481	101576	2205410 570150	70.58
				426949	HCWWTP Rehab Grit Building Rehab - HC1803	2205410 570150	191,713.52
				427816	HCWWTP Rehab Grit Building Rehab - HC1803	2205410 570150	495,041.66
				428484	HCWWTP Rehab Grit Building Rehab - HC1803	2205410 570150	416,797.46
				428483	Inv 428483 RMUA HCWWTP Activated Sludge Mgmt Rehab	2205410 570150	2,245,134.42
						Total For Check # 276676	3,351,159.81

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**Fund 220**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/09/2021	276679	149	AMERICAN ELECTRIC POWER/PSO	951-925-948-5-1 M	951-925-948-5-1 MARCH 25, 2021	2205305 550250	37.07
				951-925-948-5-1 M	951-925-948-5-1 MARCH 25, 2021	2205305 550250	65.93
				951-925-948-5-1 M	951-925-948-5-1 MARCH 25, 2021	2205305 550250	119.62
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6890 S 245TH E AVE	2205415 550250	86.78
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 7506 S INDIANWOOD A	2205415 550250	123.40
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6222 W DURHAM ST	2205415 550250	75.29
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6701E KENOSHA ST	2205415 550250	207.39
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 2595 W JASPER ST	2205415 550250	42.99
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 94 W QUINTON ST	2205415 550250	291.20
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6554 S 232ND E AVE	2205415 550250	61.12
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 1400 W SHREVEPORT S	2205415 550250	46.48
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 2750 N 37TH ST	2205415 550250	5,273.38
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 7751 E KENOSHA ST	2205415 550250	162.99
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 7950 E FREEPORT PL	2205415 550250	77.07
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 BROKEN ARROW	2205415 550250	51.80
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 5205 1/2 S 193RD E	2205415 550250	1,339.87
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 4501 E KENOSHA ST	2205415 550250	511.57
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 3515 E 41ST ST S	2205415 550250	112.88
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6218 W UTICA CT	2205415 550250	62.03

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6601 S 241ST E AVE	2205415 550250	2,843.42
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 8356 WRIGHT AVE	2205415 550250	110.24
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 4213 W WINSTON ST	2205415 550250	97.46
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 900 W QUINTON ST	2205415 550250	703.50
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 1313 N 6TH ST	2205415 550250	73.33
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 1301 E MEMPHIS ST	2205415 550250	58.42
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 6701 S ELM PL	2205415 550250	87.90
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 910 N 23RD ST	2205415 550250	77.66
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 1903 N 16TH ST	2205415 550250	121.77
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 1709 W MIAMI ST	2205415 550250	100.30
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 3440 N 41ST E AVE	2205415 550250	195.44
				958-324-103-0-2 M	958-324-103-0-2 MARCH 29, 2021 20600 E 81ST ST S	2205415 550250	74.46
				959-234-103-0-2 A	959-234-103-0-2 MARCH 31, 2021 2226 S 1ST PL	2205305 550250	213.18
				955-844-103-0-2 A	955-844-103-0-2 MARCH 30, 2021 504 N PECAN AVE	2205100 550250	45.45
				955-844-103-0-2 A	955-844-103-0-2 MARCH 30, 2021 430 N PECAN AVE	2205100 550250	20.73
				955-844-103-0-2 A	955-844-103-0-2 MARCH 30, 2021 485 N POPLAR AVE	2205100 550250	889.96
				955-844-103-0-2 A	955-844-103-0-2 MARCH 30, 2021 430 N PECAN AVE	2205100 550250	878.49
				955-844-103-0-2 A	955-844-103-0-2 MARCH 30, 2021 504 N PECAN AVE	2205100 550250	738.78
				954-540-379-4-6 A	954-540-379-4-6 MARCH 30, 2021 13874	2205410 550250	4,961.82

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
					1/2 S 177TH E		
				954-540-379-4-6 A	954-540-379-4-6 MARCH 30, 2021 13808	2205410 550250	5,346.98
					S 177TH E AVE		
				954-540-379-4-6 A	954-540-379-4-6 MARCH 30, 2021 13834	2205410 550250	16,075.78
					S 177TH E AVE		
					Total For Check # 276679		42,463.93
04/09/2021	276682	882 COX COMMUNICATIONS		0016311066260701 M	001 6311 066260701 MARCH 29, 2021	2205410 550220	134.64
					8700 N 9TH ST		
				0016311066260701 M	001 6311 066260701 MARCH 29, 2021	2205410 550540	133.63
					8700 N 9TH ST		
				0016311066381301 M	001 6311 066381301 MARCH 30, 2021	2205100 550220	645.97
					485 N POPLAR AVE		
				0016311066381301 M	001 6311 066381301 MARCH 30, 2021	2205100 550540	18.55
					485 N POPLAR AVE		
					Total For Check # 276682		932.79
04/09/2021	276684	3872 HUD WATTS		PARCEL14.0/14.A/14. B	UE/TCE 7816 S PARK AVE SE QTR 3-17 -14	2205415 570080	1,850.00
					Total For Check # 276684		1,850.00
04/09/2021	276697	999903 OTP - UB REFUNDS		000158703		220 225010	33.13
					Total For Check # 276697		33.13
04/09/2021	276698			000221201		220 225010	4.68
					Total For Check # 276698		4.68
04/09/2021	276699			000070351		220 225010	37.44
					Total For Check # 276699		37.44
04/09/2021	276700			000254211		220 225010	34.36
					Total For Check # 276700		34.36
04/09/2021	276701			000189597		220 225010	26.61
					Total For Check # 276701		26.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/09/2021	276702			000205539		220 225010	3.00
						Total For Check # 276702	3.00
04/09/2021	276703			000122633		220 225010	183.73
						Total For Check # 276703	183.73
04/09/2021	276704			000096855		220 225010	19.35
						Total For Check # 276704	19.35
04/09/2021	276705			000093687	UB CR REFUND	220 225010	4,257.23
						Total For Check # 276705	4,257.23
04/09/2021	276706			000240807		220 225010	35.78
						Total For Check # 276706	35.78
04/09/2021	276707			000256623		220 225010	49.00
						Total For Check # 276707	49.00
04/09/2021	276708			000243959		220 225010	26.76
						Total For Check # 276708	26.76
04/09/2021	276709			000243959-2		220 225010	56.76
						Total For Check # 276709	56.76
04/09/2021	276710			000257955		220 225010	15.68
						Total For Check # 276710	15.68
04/09/2021	276711			000091925		220 225010	17.87
						Total For Check # 276711	17.87
04/09/2021	276712			000091925-2		220 225010	7.48
						Total For Check # 276712	7.48

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/09/2021	276713			000091925-3		220 225010	7.48
Total For Check # 276713							7.48
04/09/2021	276714			000091925-4		220 225010	7.48
Total For Check # 276714							7.48
04/09/2021	276715			000091925-5		220 225010	7.48
Total For Check # 276715							7.48
04/09/2021	276716			000249777		220 225010	29.47
Total For Check # 276716							29.47
04/09/2021	276723	1095 WINDSTREAM		101124486M	101124486 MARCH 02,2021 918-251-3383	2205100 550220	111.17
				101124486 3/31/21	101124486 MARCH 31, 2021 918-251-3383	2205100 550220	113.67
Total For Check # 276723							224.84
04/09/2021	276728	9 A & N TRAILER PARTS INC		00337910	TRAILER PARTS	2205400 560200	13.90
				00337911	TRAILER PARTS	2205120 560200	0.48
				00337660	TRAILER PARTS	2205415 560230	68.90
Total For Check # 276728							83.28
04/09/2021	276731	1 ACCURATE FIRE EQUIP CO INC		3-103066	Recharged Fire Extinguishers	220 141000	394.61
				3-102985	EXTINGUISHER 2.5LB ABC W/MOUNTING BRACKET	220 141000	360.00
Total For Check # 276731							754.61
04/09/2021	276735	1535 ADVANCED INDUSTRIAL SOLUTIONS		301585BO	PW STOCK ORDER	220 141000	708.72
				301585BO1	PW STOCK ORDER	220 141000	971.68

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				301585BO2	PW STOCK ORDER	220 141000	242.92
				301585	PW STOCK ORDER	220 141000	744.83
				301688	PW STOCK ORDER	220 141000	468.20
				301263BO	PW STOCK ORDER	220 141000	31.68
				301376	PW STOCK ORDER	220 141000	909.60
					Total For Check # 276735		4,077.63
04/09/2021	276736	119	AIRGAS USA LLC	9111039804	WELDING MATERIALS	2205130 560210	49.21
				9111039803	WELDING MATERIALS	2205120 560230	10.72
				9111099659	WELDING MATERIALS	2205120 560230	51.07
					Total For Check # 276736		111.00
04/09/2021	276737	1241	ALL MAINTENANCE SUPPLY INC	00103017-01	PW STOCK ORDER	220 141000	186.00
				00102853-01	2 LITER CHERRY HAND CLEANER PN/ KCH2LT	220 141000	130.50
				00103060-01	PW STOCK ORDER	220 141000	445.00
					Total For Check # 276737		761.50
04/09/2021	276738	1994	ALLIANCE MAINTENANCE INC	135826	INV 135826 APRIL 1, 2021	2201700 540280	1,415.00
					Total For Check # 276738		1,415.00
04/09/2021	276741	2862	AMPM CONSULTING LLC	1145	22100309	2205205 570190	8,166.00
					Total For Check # 276741		8,166.00
04/09/2021	276743	13	ARROW SAFE AND LOCK INC	75562	KEYS	2205415 560230	5.00
				75564	KEYS	2205400 560230	41.80

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				75572	KEYS	2205120 560230	11.70
						Total For Check # 276743	58.50
04/09/2021	276749	1573	BARCO PUMP COMPANY	A96629-BR	(1395) LIFT PUMP DZ120069	2205415 560200	77.84
						Total For Check # 276749	77.84
04/09/2021	276751	2457	BERTREM PRODUCTS INC	51393	SA07.6/GS63.3/AM01.1-AUMA ACTUATOR REPLACE WORNOUT	2205405 540290	6,173.16
						Total For Check # 276751	6,173.16
04/09/2021	276757	17	BLOSS EQUIPMENT CO	123040	PW STOCK ORDER	220 141000	276.00
						Total For Check # 276757	276.00
04/09/2021	276758	1061	BOB HOWARD DODGE	92137	1/2 TRUCK CREW CAB STATE CONTRACT 1000009315	2205125 570020	69,591.00
						Total For Check # 276758	69,591.00
04/09/2021	276759	2711	BOERGER LLC	34013413	Replace Bad Borger Rotary Lobe Pump PL300 Assembly	2205405 560450	9,083.20
						Total For Check # 276759	9,083.20
04/09/2021	276761	3534	BOWERS OIL DBA FROST OIL CO	T43454-IN	FUEL FOR STREET & STORMWATER LOCATION	220 142000	17,097.73
				T43364-IN	FUEL FOR STREET & STORMWATER LOCATION	220 142000	16,676.15
				T43309-IN	FUEL, OIL, GREASE AND LUBRICANTS	2205130 560210	700.00
				T43329-IN	FUEL FOR FLEET LOCATION	220 142000	16,152.63
						Total For Check # 276761	50,626.51
04/09/2021	276764	3	BRENNTAG SOUTHWEST INC	BSW279656	CHLORINE	2205405 560340	4,501.89
				BSW280373	CHLORINE	2205405 560340	3,040.40
				BSW277457	CHLORINE	2205405 560340	1,814.05

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
				BSW283728	CHLORINE	2205410 560340	5,020.26
				BSW276782	CHLORINE	2205410 560340	1,145.66
				BSW281999	CHLORINE	2205410 560340	5,256.63
				BSW278580	CHLORINE	2205410 560340	3,082.02
				BSW278581	CHLORINE	2205410 560340	1,035.00
					Total For Check # 276764		24,895.91
04/09/2021	276766	19	BROKEN ARROW ELECTRIC SUPPLY INC	S2761380.001	MISC. ELECTRICAL	2205405 560230	32.37
					Total For Check # 276766		32.37
04/09/2021	276767	20	BROKEN ARROW LAWN & GARDEN	46083	Back Pack Sprayers	2205305 560240	259.98
					Total For Check # 276767		259.98
04/09/2021	276776	2083	CHEMTRADE CHEMICALS US LLC	93073010	LIQUID AMMONIUM SULFATE	2205405 560340	4,311.00
					Total For Check # 276776		4,311.00
04/09/2021	276778	1017	CHRIS NIKEL CHRYSLER JEEP DODGE	734207	(Unit) 1955 Tailgate Trim Cover	2205125 560200	85.50
					Total For Check # 276778		85.50
04/09/2021	276779	37	CINTAS CORPORATION	5055469600	MEDICAL SUPPLIES	2205305 540280	6.97
				5055469600	MEDICAL SUPPLIES	2205305 560230	99.81
				5055481882	MEDICAL SUPPLIES	2205130 540280	13.95
				5055481882	MEDICAL SUPPLIES	2205130 560230	69.05
				5055481899	MEDICAL SUPPLIES	2205120 560230	460.80
					Total For Check # 276779		650.58
04/09/2021	276780	295	CITY OF TULSA UTILITIES SERVICES	1087 5351 8	1087 5351 8 MARCH 25, 2021	2205125 540300	149.05
					Total For Check # 276780		149.05

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/09/2021	276781	1391	CLEAN THE UNIFORM CO OKLAHOMA	50175653	50175653 MARCH 26, 2021	2205410 540310	22.80
				50175653	50175653 MARCH 26, 2021	2205410 540330	7.35
				50175652	INV 50175652 03/26/2021	2205405 540310	59.19
				50175652	INV 50175652 03/26/2021	2205405 540330	7.50
				50165377.	INV 50165377 JAN. 20, 2021	2205200 540310	2.59
					Total For Check # 276781		99.43
04/09/2021	276785	412	CONSOLIDATED TRAFFIC CONTROLS	50164	PW STOCK ORDER	220 141000	3,176.00
					Total For Check # 276785		3,176.00
04/09/2021	276786	825	CONTINENTAL BATTERY CO	10930329211257	BATTERY 31-1000	220 141000	82.66
				32710319210827	BATTERY 94R-CS	220 141000	168.08
				10930308211331	AU STOCK ORDER	220 141000	405.55
				32710301211428	(0189) 31 BATTERY	2205125 560200	162.22
					Total For Check # 276786		818.51
04/09/2021	276788	182	CRAWFORD & ASSOCIATES, P.C.	14348	PROF SERVICES RENDERED THROUGH MARCH15,2021	2201503 530870	3,786.25
					Total For Check # 276788		3,786.25
04/09/2021	276789	936	CROSSLAND HEAVY CONTRACTORS INC	6-FINAL	Verdigris River Water Treatment Plant Miscellaneous	2205405 570040	25,093.38
				INV 5	Verdigris River Water Treatment Plant Miscellaneous	2205405 570040	4,382.38
					Total For Check # 276789		29,475.76
04/09/2021	276790	46	CUMMINS SOUTHERN PLAINS	91-31751	Harmonic Balancer	2205305 560200	344.37
				91-32303	(Unit 1734) Fuel Pump	2205125 560200	849.56
					Total For Check # 276790		1,193.93
04/09/2021	276792	634	DELL MARKETING L.P.	10471236081	Dell Auto Air DC Adapter 90-Watt For Travis Schemo	2205400 560240	2,883.07

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276792	2,883.07
04/09/2021	276794	321	DIAMOND P FORESTRY PRODUCTS	9918	BOARD, WOOD 1-3/4X8X16'	220 141000	576.00
						Total For Check # 276794	576.00
04/09/2021	276795	2828	DIAMONDBACK PRODUCTS INC	20488	TOP BAR #100-032	220 141000	69.89
						Total For Check # 276795	69.89
04/09/2021	276798	2918	ENLOW AND SONS EQUIPMENT	03012021	FILTER HYDRAULIC GRASSHOPPER #100860	220 141000	340.00
						Total For Check # 276798	340.00
04/09/2021	276799	859	ENVIRONMENTAL RESOURCE ASSOCIATES	964316	pH Standard for QC Program	2205410 560340	1,411.87
						Total For Check # 276799	1,411.87
04/09/2021	276802	1577	EUROFINS EATON ANALYTICAL INC	L0558488	WATER TESTING	2205405 530340	800.00
						Total For Check # 276802	800.00
04/09/2021	276803	732	EVANS ENTERPRISES INC - TULSA	10050782	Level Indicator	2205415 560410	2,080.00
						Total For Check # 276803	2,080.00
04/09/2021	276804	2107	EXPRESS PRESS	43934	Shirts	2205400 560100	252.20
				43933	Shirts	2205403 560100	223.50
				44203	Uniforms	2205401 560100	54.38
				43963	UNIFORM SHIRTS	2205130 560100	51.95
						Total For Check # 276804	582.03
04/09/2021	276808	3733	G20 TECHNOLOGIES LLC	910000048	Chemicals	2205405 560340	11,966.14
						Total For Check # 276808	11,966.14

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/09/2021	276813	2007	GERSHMAN,BRICKNER & BRATTON INC	P200050-000000000013	110035	2205125 570170	1,259.18
				P200050-000000000014	110035	2205125 570170	464.02
						Total For Check # 276813	1,723.20
04/09/2021	276816	969	GREENHILL MATERIALS	176044	AGGREGATE	2205400 560800	288.99
						Total For Check # 276816	288.99
04/09/2021	276817	3770	GRISHAM SERVICES INC	0351525-IN	Refuse/Recycling Cart Pickups	2205125 570170	4,500.75
						Total For Check # 276817	4,500.75
04/09/2021	276819	726	IMPERIAL INC	2870:1493852	2870:1493852 MARCH 30, 2021	2205305 560230	13.38
						Total For Check # 276819	13.38
04/09/2021	276820	115	INCOG	224062	INV 220462 FOURTH QUARTER COALITION OF TULSA AREA	2201700 530850	2,048.62
						Total For Check # 276820	2,048.62
04/09/2021	276822	1430	JANDERSON INC DBA CARTRIDGE WORLD	21035	TONERS	2205415 560030	108.00
						Total For Check # 276822	108.00
04/09/2021	276826	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S2769900.001	MISCELLANEOUS LIGHTING	2205100 560180	78.69
				S2769985.011	MISCELLANEOUS LIGHTING	2205100 560180	161.41
				S2763914.001	MISCELLANEOUS LIGHTING	2205410 560180	5.00
				S2762229.001	MISCELLANEOUS LIGHTING	2205100 560180	29.61
						Total For Check # 276826	274.71
04/09/2021	276827	134	MAXWELL SUPPLY OF TULSA INC	536029	PO 22100687 VRWTP MISC IMPROVEMENTS	2205405 570040	236.75

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276827	236.75
04/09/2021	276828	3544	MSC INDUSTRIAL SUPPLY CO INC	46245053	PW STOCK ORDER	220 141000	1,112.40
						Total For Check # 276828	1,112.40
04/09/2021	276829	269	OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY	WQD-04-210247	PERMIT REVIEWS FEES FOR THE GREENS LIFT STATION	2205410 570160	6,495.56
						Total For Check # 276829	6,495.56
04/09/2021	276830	98	OKLAHOMA NATURAL GAS CO	210105033219682564 M	210105033 2196825 64 MARCH 26,2021 485 N POPLAR AV	2205100 550240	166.73
				211155662253746364 M	211155662 2537463 64 MARCH 29, 2021 6554 S 232ND E	2205415 550240	38.00
				211155662253746873 M	211155662 2537468 73 MARCH 29, 2021 6701 E KENOSHA	2205415 550240	38.00
				211155662253746509 M	211155662 2537465 09 MARCH 29, 2021 8366 WRIGHT AV	2205415 550240	37.64
				210121530111532618 A	210121530 1115326 18 MARCH 31, 2021 5400 S 193RD E	2205415 550240	28.22
				210121530254063282 A	210121530 2540632 82 MARCH 31,2021 2950 N 37TH ST	2205415 550240	21.43
				21115566218325191 M	211155662 1838251 91 3-29-2021 6601 S 241ST E AV	2205415 550240	35.84
						Total For Check # 276830	365.86
04/09/2021	276832	1259	PROMOMAN	21101-1	SHIRT, TEE SIZE: 6X-LARGE	220 141000	146.00
				21101	PW STOCK ORDER	220 141000	1,175.00
						Total For Check # 276832	1,321.00
04/09/2021	276834	1678	PSI WATER TECHNOLOGIES INC	B0001146	PO 22100687 VRWTP MIS IMP VENDOR PAYMENT	2205405 570040	11,120.00
						Total For Check # 276834	11,120.00
04/09/2021	276841	72	SUMMIT TRUCK GROUP	411119712	(1734)FUEL PUMP 2872545RX	2205125 560200	40.40

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
						Total For Check # 276841	40.40
04/09/2021	276842	3597	CENTRALSQUARE TECHNOLOGIES LLC	310160	INV 310610 NAVILINE WEB ENABLEMENT	2201503 540550	650.00
				310161	310161 FUSION PROPRIETARY SUBS 2/25/21-2/24/22	2201503 540550	3,675.00
						Total For Check # 276842	4,325.00
04/09/2021	276846	1808	TULSA'S GREEN COUNTRY STAFFING	84263	INV 84263 MARCH 26, 2021	2205125 550370	1,138.80
						Total For Check # 276846	1,138.80
04/09/2021	276847	2487	TYLER TECHNOLOGIES INC	045-332560	107303	2201700 570170	12,000.00
						Total For Check # 276847	12,000.00
04/09/2021	276848	44	UTILITY SUPPLY	143711	WATER MATERIALS FOR DATE AVE	2205400 560400	1,536.10
						Total For Check # 276848	1,536.10
04/09/2021	276851	527	YORK ELECTRONICS SYSTEMS INC	14858	INV 14858 ANNUAL MONITOR FEE FOR WWTP	2205410 540070	300.00
						Total For Check # 276851	300.00
						Total For Fund 220	4,383,708.06

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/01/2021	276562	283	BANK OF OKLAHOMA N A	5124065	INV 5124065 OWRB FAP 2017AACCT#82-1961-01-8	2215405 581030	1,000.00
				5124066	INV 5124066 OWRB FAP 2017B ACCT#82-1962-01-6	2215405 581030	1,000.00
						Total For Check # 276562	2,000.00
						Total For Fund 221	2,000.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	AMOUNT
04/06/2021	276665	3870	HOFFMAN ENVIRONMENTAL INC	HEI-2021-02	INV HEI-2021-02 WETLAND CREDITS	2265305 570150	32,000.00
						Total For Check # 276665	32,000.00
04/09/2021	276818	2792	GROUND LEVEL LLC	1	37th St Regional Detention Drainage Improvements	2265305 570150	8,180.17
						Total For Check # 276818	8,180.17
						Total For Fund 226	40,180.17