

City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

City of Broken Arrow
Council Chambers
220 S 1st Street
Broken Arrow OK
74012

Chairperson Craig Thurmond
Vice Chair Richard Carter
Trustee Mike Lester
Trustee Johnnie Parks
Trustee Scott Eudey

Tuesday, January 3, 2017

Council Chambers

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. [16-1512](#) Approval of and authorization to execute a Regional Metropolitan Utility Authority (RMUA) Professional Consultant Agreement with CH2M Hill Engineers, Inc. for Haikey Creek Activated Sludge Management Rehabilitation

Attachments: [161207 AE contract revised by CoT Legal](#)

- B. [16-1519](#) Ratification of a Regional Metropolitan Utility Authority (RMUA) Construction Contract Award with Crossland Heavy Contractors, Inc. for the Haikey Creek Wastewater Treatment Plant Flow Equalization Basin

Attachments: [161207 Bid tab and award letter](#)

- C. [16-1513](#) Ratification and approval of Change Order No. 3 with Triangle Construction and Utility, LLC, Aspen Creek Relief Line Contract No. S.1307

Attachments: [161221 Change Order No 3 Aspen Cr Relief](#)

- D. [16-1516](#) Approval of the Broken Arrow Municipal Authority Claims List for January 3, 2017

Attachments: [01-03-17 BAMA CL](#)

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

- A. [16-1521](#) Consideration, discussion, and possible approval of bids received and award of lowest responsible bid to Premier Truck (#2) for the purchase of one 66,000 gross vehicle weight (GVW) Tractor Trailer Cab and Chassis for the Lynn Lane Waste Water Treatment Plant

Attachments: [bid tab 17.123 tractor trlr cab chasis](#)

7. Executive Session -- NONE

8. 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

Fact Sheet

File #: 16-1512, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 01-03-17**

To: Chairman and Authority Members
From: Department of Engineering and Construction
Title: Approval of and authorization to execute a Regional Metropolitan Utility Authority (RMUA) Professional Consultant Agreement with CH2M Hill Engineers, Inc. for Haikey Creek Activated Sludge Management Rehabilitation

Background:

The Regional Metropolitan Utility Authority (RMUA) has selected CH2M Hill Engineers, Inc. to perform design services for a new Aeration Basin at Haikey Creek Wastewater Treatment Plant (WWTP). The project shall consist of conceptual, preliminary and final design services along with bidding services. The price negotiated with the A/E is \$1,407,764.60, of which the Broken Arrow Municipal Authority (BAMA) is responsible for 50 percent. Award of the agreement requires approval by BAMA. Tulsa Metropolitan Utility Authority (TMUA) will oversee the agreement subject to BAMA's input. Funding is available from a Clean Water State Revolving Fund (CWSRF) loan through Oklahoma Water Resources Board (OWRB). The award of the original agreement was on the September 28, 2016 RMUA quarterly board meeting subject to BAMA's approval. It was approved by BAMA at its meeting on October 4, 2016. After approval, legal counsel for RMUA required changes to the agreement. The attached agreement is the revised version of the previously approved contract. This revised contract was approved at the December 7, 2016 RMUA meeting subject to BAMA's approval.

Cost: \$703,882.30 (BAMA's Share)
Prepared By: Alex Mills, Director of Engineering and Construction
Reviewed By: Utilities Department
Finance Department
Assistant City Manager-Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Consultant Agreement

Recommendation:

Approve the Professional Consultant Agreement and authorize its execution.

4B113487
4a

REQUEST FOR ACTION: CONTRACT

Version: 01/27/2014

AGENDA FOR: ☒ MAYOR ☐ COUNCIL AUTHORITY: ☐ RMUA DATE: November 15, 2016
Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT: ENGINEERING

CONTACT NAME: HENRY SOM DE CERFF HAS 11/24/16

ADDRESS: 2317 S JACKSON AVE

TELEPHONE: (918) 596-9637 (PRISCILLA BROWN)

CONTRACT TYPE: PROFESSIONAL-CONSULTING SERVICES

CONTRACT #:

CONT. DOC. TYPE: CONTRACT

AMOUNT: \$1,407,764.60

PROJECT TITLE: HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHAB

CONTRACTOR: CH2M HILL ENGINEERS, INC.

BID/TAC/PROJECT #: ES 2016-01

EXTENSION DAYS:

COMMODITY CODE:

RENEWAL, AMENDMT, CHNG # of x PERCENT:

TOTAL PERCENT:

COUNCIL DIST:

SUMMARY:

Submitted is the Agreement for Engineering Services with CH2M Hill Engineers, Inc. for RMUA Project No. ES 2016-01, in the amount of \$1,407,764.60. This Agreement consists of Conceptual Design, Preliminary Design and Final Design of New Aeration Basins at Haikey Creek Wastewater Treatment Plant.

PCSSC: September 7, 2016

Engineering Selection Committee (ESC): September 14, 2016

Engineering Firm Selected: February 12, 2012

BUDGET:

FINANCE DIRECTOR APPROVAL:

CHECKLIST	FUNDING SOURCE(S):	
<input type="checkbox"/> No Payments Involved	6951-5451101-860061152019	\$1,407,764.60
<input type="checkbox"/> Purchase Order		
<input checked="" type="checkbox"/> Contract Encumbrance	6058-5455601-040522152019	\$703,882.30 (TMUA Portion)
<input checked="" type="checkbox"/> Affidavit Needed?		

REQUEST FOR ACTION: All department items requiring Council approval must be submitted through Mayor's Office.

We recommend approval of the Agreement for Engineering Services with CH2M Hill Engineers, Inc. (11/15/2016)

N.S.
AJ:NS:jam

DEPARTMENT HEAD APPROVAL: 

DATE: 11/21/16

CITY ATTORNEY APPROVAL: 

12-16-16

BOARD APPROVAL: 

12-7-16

MAYORAL APPROVAL:

OTHER:

FOR CITY COUNCIL OFFICE USE ONLY:

DATE RECEIVED:

COMMITTEE:

COMMITTEE DATE(S):

FIRST AGENDA DATE:

HEARING DATE:

SECOND AGENDA DATE:

APPROVED:

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #: Dept ##, Item ##, Sub-Item ##, Status: S=Synopsis):

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**MEMORANDUM
WATER & SEWER DEPARTMENT**

DATE: October 7, 2016

TO: Legal

FROM: Sherry Gaston

SUBJECT: Contract

Tracking No: UB113487

Contractor: CH2M Hill Engineers, Inc.

Project No ES 2016-01

Return to Sherry Gaston- OTC 14-117-I (14 South)

BA/BANC/RMUA Have signed contract

Solberg, Stephanie

12B113487

From: Solberg, Stephanie
Sent: Tuesday, October 11, 2016 9:30 AM
To: Brown, Priscilla
Cc: Gaston, Sherry
Subject: CH2M Hill Engineers, Inc.

Priscilla,

The above-referenced Agreement is a Regional Metropolitan Utility Authority Agreement. The form that they used is our old form which does not include several important provisions:

- 1) Must include e-verify provision
- 2) Also, note that the old insurance provisions are included (which if not corrected, require endorsements – see 2 below).
- 3) Paragraph 16 refers to Attachments A, B, Exhibit B, C, D and Exhibit D. This reference is not correct. The actual attachments/exhibits included are Attachment A, Attachment B, Attachment C, Attachment D and Exhibit 1 and Exhibit D. This reference needs to be corrected.
- 4) Attachment A does not include a reference to Exhibit A – Project Location. This must include reference.

There are several options to fix this:

- 1) Redo the entire agreement using the City's latest standard form (this would take care of 1 and 2 above); then correctly reference the Attachment and Exhibits (this would take care of 3 above); and redo Exhibit A to include reference to Attachment A (this would take care of 4 above)
- 2) Write in the e-verify provision and get this insertion initialed by all parties. Correct Paragraph 16 as suggested above and have this correction initialed by all parties. Correct Attachment A and have this correction initialed by all parties. Obtain additional insured endorsement for General Liability and Auto Policies and notice of cancellation endorsements for General Liability, Auto, Workers Compensation and Professional Liability.

Also please note:

- 1) The wrong project number is indicated on the Certificate
- 2) If the Agreement is redone, then the Secretary Certificate needs to be updated.

Please let me know if you have any questions. I am leaving this up front for pick-up.

Stephanie Solberg | Senior Assistant City Attorney

City of Tulsa Legal Department
175 E. 2nd Street, Suite 685, Tulsa, OK 74103
T: 918-596-7721
F: 918-699-3961
E: ssolberg@cityoftulsa.org
www.cityoftulsa.org

10-11-16 To Priscilla Brown

CONTRACT



Contract #



Dept.



E N G I N E E R I N G

Doc Type:



C O N T R A C T

Amend/ Chg
Order #



Contract Document Type:

Amt:



1 4 0 7 7 6 4 . 6

CONTRACT

Contract Type:

PROFESSIONAL-CONSULTING SERVICES

Project Title:

HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHAB

Contractor:

CH2M HILL ENGINEERS, INC.

Bid/TAC/
Proj:



E S 2 0 1 6 - 0 1

Ext
Days



Pct



0

Tot
Pct



0

----- For City Clerk's Office Use Only * Data For Scanning * Please Do Not Alter -----

CONTRACT ENCUMBRANCE - ENGINEERING SERVICES

DATE: September 21, 2016

TUL-4347-C

☒ New Contract☐ Change Order☐ Quantity Increase☐ Annual Renewal☐ Amendment☐ Quantity Decrease

CONTRACTOR

CH2M Hill Engineers, Inc.

PROJECT DESCRIPTION

Haikey Creek Activated Sludge Mgmt Rehab., ES 2016-01

CONTRACT NUMBER

BEGINNING DATE

EXPIRATION DATE

FUND	ACCOUNT	CENTER	PROJECT	AMOUNT
N-L1-6951	5451101	860061	152019	\$ 1,407,764.60

ORIGINAL CONTRACT AMOUNT

LIST CHANGE ORDERS BELOW

(Include all increases or decreases) REVISED CONTRACT AMOUNT \$ 1,407,764.60

ADDITIONAL INFORMATION

Contract - UB113487

PREPARED BY

Tammy Crow EXT: 596-9584

DATE

9/21/2016

APPROVED - DEPARTMENT HEAD

Paul D. Zachary

REPRESENTATIVE Paul D. Zachary

DATE

DN: cn=Paul D. Zachary, o=City of Tulsa, ou=Engineering
Services, email=pzachary@cityoftulsa.org, c=US
Date: 20160926 12:20:59 -0500

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW _____

THIS AGREEMENT made and entered into this 7 day of December, 2016 between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as AUTHORITY, and CH2M HILL Engineers, Inc. hereinafter referred to as ENGINEER, a corporation organized under the laws of the State of Delaware.;

WITNESSETH:

WHEREAS, AUTHORITY intends to provide a design plans for the Haikey Creek Activated Sludge Management Rehabilitation, hereinafter referred to as the PROJECT; and,

WHEREAS, AUTHORITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER is prepared to provide such SERVICES; and,

WHEREAS, funding for the PROJECT will be accounted for under Account Number 6951-541101-040520152019 and Broken Arrow Account Number _____;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 AUTHORITY'S RESPONSIBILITIES. AUTHORITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE AUTHORITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.

- 5.0 STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.
- 6.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.0 OPINIONS OF COST AND SCHEDULE.
- 7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.
- 7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.
- 8.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.
- 9.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available

at www.dhs.gov/E-Verify.

10.0 INSURANCE.

- 10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:
- 10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 10.1.2 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 10.1.3 Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.
- 10.2 The ENGINEER shall provide proof of such coverage:
- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.
- 10.3 The Engineer shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Engineer cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the Authority will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an Engineer who fails to keep required insurance policies in effect may be deemed by the Authority to be in breach of contract, ineligible to bid on future projects, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

- 11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.
- 11.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at AUTHORITY'S risk.

12.0 TERMINATION OR SUSPENSION OF AGREEMENT.

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

12.2.1 COMPENSATION. (a) In the event of termination or suspension for AUTHORITY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of Attachment D.

(b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with Attachment D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

13.0 NOTICE.

13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1 To ENGINEER: CH2M Hill Engineers, Inc.
401 S. Boston Ave., Suite 330
Tulsa, OK 74103

13.1.2 To AUTHORITY: REGIONAL METROPOLITAN UTILITY AUTHORITY
2317 South Jackson Avenue, N104
Tulsa, Oklahoma 74107

13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and AUTHORITY.

14.0 UNCONTROLLABLE FORCES. Neither AUTHORITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D and Exhibits 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This

AGREEMENT may be amended only by a written instrument signed by each of the Parties.

- 16.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Engineering Services for resolution. If the Director of Engineering Services is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 17.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Engineering Services Department of the AUTHORITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or Regional Metropolitan Utility Authority presentations.
- 19.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.
- 20.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 21.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to

obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

- 22.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 23.0 THIRD PARTIES. This AGREEMENT is between AUTHORITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this AGREEMENT.
- 24.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 25.0 BINDING EFFECT. This Agreement shall be binding upon AUTHORITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 26.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- 27.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:
- 27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

27.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and

27.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

28.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

//-----Remainder of Page Intentionally Left Blank-----//

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.



ATTEST:

[Signature]
Corporate Secretary
Assistant

CH2M Hill Engineers, Inc.

[Signature]
Lars B. Ostervold, Jr., Designated Manager and
Business Vice President

Date 11-14-16

(SEAL)
APPROVED:

[Signature]
Secretary

REGIONAL METROPOLITAN UTILITY
AUTHORITY

[Signature]
Chairman

Date 12-7-16

APPROVED AS TO FORM:

[Signature]
Attorney for Regional Metropolitan
Utility Authority

RECOMMENDED:

[Signature]
City Engineer
15m

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney, City of Broken Arrow

(SEAL)

ATTEST:

RECOMMENDED:

Secretary, Broken Arrow Municipal Authority

City of Broken Arrow

PROJECT NO. TMUA ES 2016-01

ATTACHMENT "A"

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

SCOPE OF PROJECT

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of the following major project tasks:

The PROJECT shall consist of providing for new activated sludge basins, blower building, piping and junction boxes at the Haikey Creek Wastewater Treatment Plant (EXHBIT 1 – Project Location) to increase the Maximum Month Average Day (MMAD) capacity to 16 MGD. The engineering services to be provided include a Process Study, Preliminary Design, Final Design, and Bidding services. Construction phase services and on-site construction inspection services provided by a Resident Project Representative (RPR) are not included.

It is hereby understood and agreed by the Parties that upon AUTHORITY'S determination of the services and materials needed for the PROJECT and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including but not limited to services and or construction contracts for design, engineering, utilities relocations, construction, equipment, and other services or contracts related to the PROJECT.

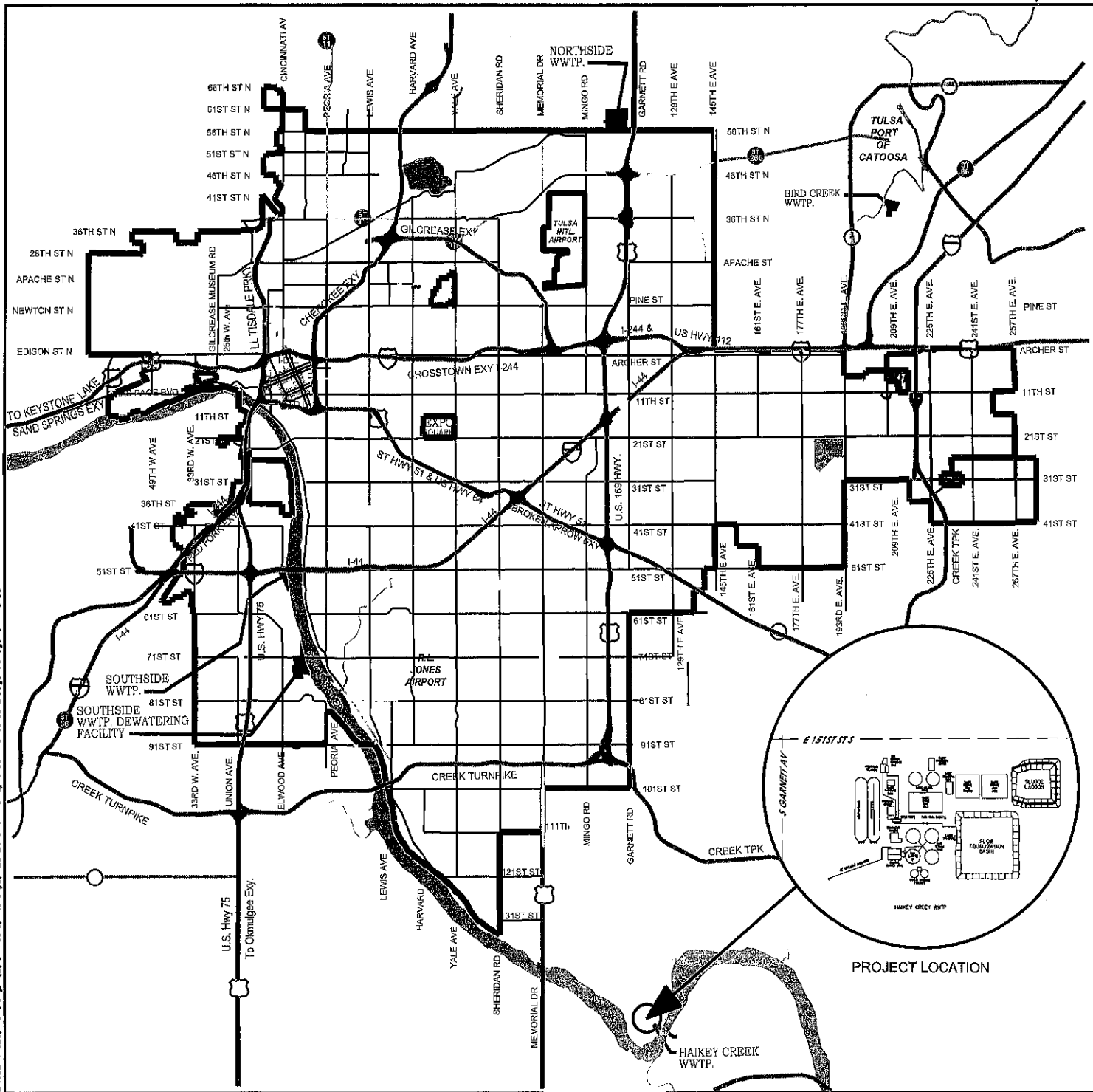
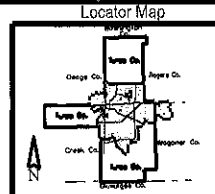


EXHIBIT 1 PROJECT LOCATION

TMUA Project No. ES 2016-01
Haikey Creek Activated Sludge Management Rehab



LEGEND

- Scope of Project

NOT TO SCALE
NOT AN OFFICIAL RECORD

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

SCOPE OF SERVICES

ATTACHMENT B

- B. SCOPE OF SERVICES.** The services to be performed by the ENGINEER under this AGREEMENT will consist of three (3) phases, as stated below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See EXHIBIT 2 – Project Schedule); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT after receipt of a Notice to Proceed, and progress according to the attached schedule titled EXHIBIT 2. An updated schedule reflecting all differences between actual work complete and the original schedule shall be submitted with each monthly pay request.

B.1 Phase 1 – Conceptual Design

Phase 1 will initiate with Notice to Proceed. The ENGINEER will conduct two workshops over the period of one week to review, discuss and finalize the Process decisions for the PROJECT as listed below in Table 1. The ENGINEER will provide draft recommendations ahead of the workshops. Within one week after the workshop, the ENGINEER will deliver a TM documenting the Process decisions.

TABLE 1
Process Decisions for Conceptual Study

Facility/Item	Design Concept
Plant Sizing	Ultimate Maximum Month Average Day (MMAD) of 24 million gallons per day (MGD). Interim 16 MGD MMAD after aeration basins are completed.
Facility Layout Options	Comparison of facility location alternatives and yard piping alternatives for cost effective solution

TABLE 1
Process Decisions for Conceptual Study

Facility/Item	Design Concept
Aeration Basin	Comparison of Basin width and length along with number of basins required for cost effective solution
Plant Hydraulics Modeling	Verify hydraulics through new aeration basins, with provisions for new primary clarifiers and future secondary clarifiers
Plant Solids Modeling	Refine Existing Solids modeling previously prepared by the ENGINEER in Pro2D ® to confirm facility dimensions
Biosolids Handling	Refine CIP and update cost estimates based on revised facility sizing.
Blower Selection	Decision Analysis for Single Stage, Multi-Stage and Turbo blowers plus supporting appurtenances (electrical and controls)
Aeration System	Decision Analysis for air piping material and acceptable aeration system manufacturers. Assumed to be fine bubble diffusers.
Oxidation Ditch – Future Use	Decision Analysis for Oxidation Ditch repurposing or demolition

B.2 Phase No. 2. PRELIMINARY DESIGN.

Prepare a preliminary design for Activated Sludge Management Rehabilitation based upon the improvements identified during the Phase 1 Conceptual Design. The Preliminary Design for the Activated Sludge Improvements will include a design report; functional plans, preliminary cost estimates; and recommendation within **150** calendar days after the date specified in the Notice to Proceed. A summary of the project design concepts is shown in Table 2 which will be incorporated during the Preliminary Design to include the following tasks

Prepare the preliminary design report to include preliminary design drawings and preliminary construction cost estimate.

Equipment Data Sheets and Manufacturer Information will provide information on the new equipment selected based on the ENGINEER's experience and AUTHORITY's preference. Equipment data sheets that summarize operating conditions and key components will be provided by the manufacturer along with manufacturer catalog information.

B.2.1 As part of Preliminary Design, lead and participate in the following workshops/meetings.

- To review and refine the preliminary site plan, hydraulic assessment, and facility layout; and to review and preliminary select equipment items.

- Review meetings, first with the AUTHORITY and then with ODEQ, to solicit the AUTHORITY's and ODEQ's comments on the Preliminary Design Report (PDR). Assume that the ENGINEER's Project Manager will participate in the meetings with the AUTHORITY's staff. Review comments on the PDR will be incorporate into the Final Design phase.
- B.2.2 Instrumentation and control function and capability will be provided to match the existing facilities that are being renovated and or replaced. Program modifications to the plant SCADA (PLC's, HMI's, etc) are not included in the ENGINEER's work scope. The needed SCADA modifications will be specified in the Contract Documents or a modification made to the ENGINEER's Scope of work and authorized by the AUTHORITY.
- B.2.3 ENGINEER shall provide field survey required for engineering design.
- B.2.4 ENGINEER shall provide geotechnical field work and report to characterize the subsurface conditions for design. ENGINEER shall require in Bid Documents for future construction contractor to verify subsurface conditions.
- B.2.5 During the Preliminary Design, the Project Manager shall include Project team coordination, budget and schedule monitoring and responsibility, and communication with the AUTHORITY regarding Project status.
- B.2.6 Right-of-way and ownership information. All components and infrastructure improvements for this project are anticipated to be located on current property owned by the AUTHORITY. Therefore, preparation of a Property Report, legal descriptions, Right-of-Way map, etc. are NOT anticipated nor included in this work scope.
- B.2.7 Fifteen (15) copies of the Preliminary Design Report will be submitted to the AUTHORITY for review and comment. The Preliminary Design Report shall be submitted according to the project schedule in Exhibit 2.
- B.2.8 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Preliminary Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
Aeration Basin Sizing	To be determined. Initial estimate is based on 5 trains at 1.16 Million Gallons (MG), for a total volume of 5.8 MG. Layout to be confirmed during conceptual design.
Primary Clarifier Diversion Structure	Installed downstream of headworks; initially diverts to primary clarifier junction box (confirm influent or effluent during Phase 1) with future capability to incorporate primary clarifiers

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
Primary Clarifier Junction Box (influent or effluent to be determined in Phase 1)	Installed upstream of Aeration Basins; initially receives unclarified primary flow, with provisions to be incorporated with future primary clarifiers
Aeration Basin Flow Split Box	Installed between Primary Clarifier Junction Box and Aeration Basin to distribute flow evenly to aeration basins. Flow Split structure location and size to take into account future potential for anaerobic zone, anoxic zone, and expansion of aeration basin capacity.
Aeration Basin Junction Box	Installed immediately downstream of the aeration basin to collect flows and convey them to secondary clarifiers
Secondary Clarifier Junction Box	New junction box for future diversion to future secondary clarifiers.
Yard Piping	New lines from RAS Pump Station to Primary Clarifier Junction Box; New lines from Primary Clarifier Diversion Box to Primary Clarifier Junction Box; New lines from Aeration Basins to Secondary Clarifiers Flow Split Box. Assumed to be a single line between each facility.
Aeration System	Design based on Phase 1 decision
Blower Selection	Design based on Phase 1 decision
Blower Building	Requires noise baffling to reduce neighborhood impacts. Should be elevated above 100 year flood plain. Intended to be split-faced block structure with similar architectural look to existing buildings.
Structural – Basins	Cast in place concrete
Biological Nutrient Removal	Anoxic zone to be included with treatment goal of approximately 8 mg/L Total Nitrogen.
Electrical	Assumed that new transformer will be required. To be sized based on future blower demands and primary clarifier demands. Existing Arc Flash study will be reviewed.
Structural/Geotech	Engineer will provide geotechnical borings, laboratory analysis of samples, and engineering analysis
Coatings	Coatings will be applied to exposed concrete for corrosion protection
Construction Timeline	Assumed Fall 2017 start construction with completion Fall 2019
Programming/SCADA	Install PLCs for local control. Integrate into existing network. Coordinate with new city wide SCADA project. Include ability to assess efficiency and optimize processes for O&M costs, specifically energy consumption.

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
ODEQ Permitting	Coordinate ODEQ Permitting including variances. ODEQ regulation requires primary clarifier ahead of aeration basin. Variance should already exist, will verify with ODEQ.
Cost Estimating	Provide appropriate Class (4,3,2,1) of cost estimating based on phase of design (conceptual, preliminary, final, bid)
Construction Contract	A single construction contract will be developed for implementation of the designed facilities.

B.2.9. Shown in Table 3 are items excluded from the scope of work.

TABLE 3
Exclusions from Design Concepts

Item
Sampling and laboratory analysis of existing wastewater stream characteristics will not be performed by the ENGINEER. ENGINEER will review sampling data provided by others and incorporate into modeling and design.
Subsurface Investigation through potholing will not be performed by the ENGINEER. CONTRACT BID DOCUMENTS will require construction contractor to verify underground utilities during construction.

B.3 Phase No. 3. FINAL DESIGN. Final design shall include the preparation of final plans for PROJECT with all specifications and related contract documents required for the construction of the project by the AUTHORITY'S construction contractor; all in accordance with AUTHORITY'S Standards, detailed specifications, and approved Preliminary Plans prepared as Phase No. 2, within **300** calendar days after the date specified in the Notice to Proceed. ENGINEER shall provide to the AUTHORITY a set of mylars of final plans for signature purposes.

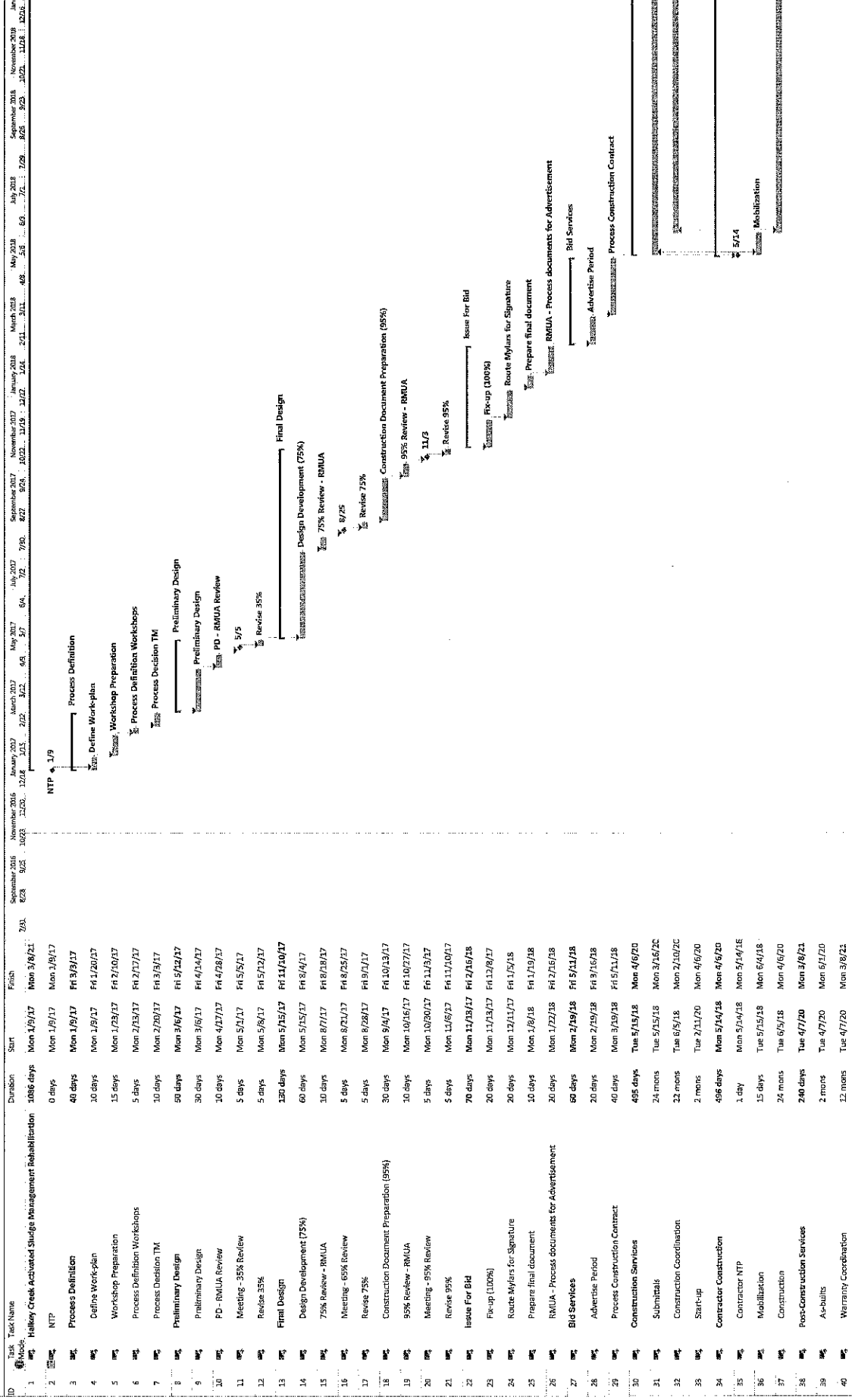
B.3.1 Final field investigations.

B.3.2 Final detailed design of process, components, structures, appurtenances.

B.3.3 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms..

B.3.4 Provide Final Drawings and Specifications for review. Submit fifteen (15) half sized sets to the AUTHORITY and two (2) sets to DEQ for review and comment. The Final Drawings and Specifications shall be submitted according to the project schedule in Exhibit 2.

- B.3.4.1 ENGINEER shall provide all documentation required for Federal, State, and/or Local permits including ODEQ Construction Permit, Stormwater Pollution Prevention Plan (SWP3), and Earth Change Permit as necessary.
- B.3.5 Upon receiving the AUTHORITY's review comments of the Final Drawings and Specifications, the ENGINEER Project Manager and Design Manager shall participate in a half day workshop to include:
 - B.3.5.1 Review and discuss AUTHORITY and DEQ Final Drawings and Specification review comments.
 - B.3.5.2 Review ENGINEER's updated opinion of project cost based on the Final Design and Specifications.
- B.3.6 ENGINEER shall furnish 3 half-size pre-mylar review sets and 3 full sized sets for review. Upon approval, ENGINEER shall submit Mylars and bidding documents.
- B.3.7 ENGINEER shall furnish 10 copies of full size drawings, 35 copies of half-size drawings, and 35 copies of final Contract Documents; including printing, binding and miscellaneous expenses. AUTHORITY will distribute Contract Documents to perspective Bidders and maintain a list of document holders.
- B.3.8 Provide Bidding Services that include attending the pre-bid conference, answering potential bidder questions, prepare needed addenda (maximum of 2), furnish ENGINEER'S final construction cost estimate, tabulate bids and prepare the recommendation for award of contract.



AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

RESPONSIBILITIES OF THE AUTHORITY

ATTACHMENT C

C. RESPONSIBILITIES OF THE AUTHORITY. The AUTHORITY agrees:

- C.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.
 - C.1.2 Standard drawings and standard specifications.
- C.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- C.3 Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
 - C.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
 - C.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
 - C.3.3 Workshop participation to review and provide input on the factors utilized the Business Case Evaluation Form including; Planning Criteria Factors, Failure & Consequence Annual Cost Assumptions, Annual Revenue Assumptions and Failure Probability.
- C.4 Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.
- C.5 Record Drawings. To provide to the ENGINEER the construction information required to prepare record drawings at the conclusion of construction.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
Haikey Creek Activated Sludge Management Rehabilitation
PROJECT NO. TMUA ES 2016-01
BROKEN ARROW PROJECT NO. _____
COMPENSATION
ATTACHMENT D

- D. COMPENSATION.** The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 - PROJECT Budget Summary). Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. AUTHORITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.
- D.1 For the work under Phase No. 1 - CONCEPTUAL DESIGN, not to exceed Sixty-Eight Thousand Two Hundred Two and 12/100 Dollars (\$68,202.12).
- D.2 For the work under Phase No. 2 - PRELIMINARY DESIGN, not to exceed Two Hundred Seventy-Nine Thousand Eight Hundred Seventy-Six and 59/100 Dollars (\$279,876.59).
- D.3 For the work under Phase No. 3 - FINAL DESIGN, not to exceed One Million Fifty-Nine Thousand Six Hundred Eighty-Five and 90/100 Dollars (\$1,059,685.90).
- D.4 For the work under Phases No. 1, 2, and 3 the maximum billing shall not exceed One Million Four Hundred Seven Thousand Seven Hundred Sixty-Four and 61/100 Dollars (\$1,407,764.61), per EXHIBIT 3 and shall not be exceeded without further written authorization by the AUTHORITY.
- D.6 In the event that the Construction Contractor does not complete all the work Included in the Construction Contract within the time for completion set out in the Construction Contract Documents, the AUTHORITY may, at its option:

- D.6.1 Cancel the contract with the ENGINEER, or
- D.6.2 Negotiate the costs of services the ENGINEER will provide the AUTHORITY.
- D.7 Other Engineering Services, not included in the foregoing, when authorized in writing by the AUTHORITY, shall be paid-for by Amendment.
- D.8 Travel and Subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.

Exhibit 3 - HCWWTP Activated Sludge Mgmt Rehabilitation

Price by Element



Level 3 Tasks, Original Budget, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Task	Hours	Labor	Labor Overhead	Labor Subtotal	Expense	Subs	Travel	Subtotal	Profit	Task Total
Top Task 03 - Engineering										
03.31.10 - Process Definition (Conceptual)	368.00	21,708.96	37,339.39	59,048.35	500.00	0.00	6,400.00	65,948.35	2,253.77	68,202.12
03.35.05 - Preliminary Design	2,097.00	97,816.12	167,930.12	265,746.24	27.60	0.00	0.00	265,773.84	14,102.75	279,876.59
03.35.15 - 75% Design	2,798.00	138,881.10	238,666.39	377,547.49	33.35	9,200.00	0.00	386,780.84	21,154.23	407,935.07
03.35.20 - 95% Design	2,874.00	139,993.58	240,579.84	380,573.42	33.35	30,570.00	0.00	411,176.77	24,947.91	436,124.68
03.35.30 - 100% Design and Mylars	1,328.00	65,605.80	112,733.79	178,339.59	16.10	0.00	0.00	178,355.69	12,504.26	190,859.95
03.36.36 - BID Services	170.00	8,677.28	14,924.94	23,602.22	0.00	0.00	0.00	23,602.22	1,163.98	24,766.20
Subtotal for 03	9,635.00	472,682.84	812,174.47	1,284,857.31	610.40	39,770.00	6,400.00	1,331,637.71	76,126.90	1,407,764.61
Grand Total	9,635.00	472,682.84	812,174.47	1,284,857.31	610.40	39,770.00	6,400.00	1,331,637.71	76,126.90	1,407,764.61

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)

CONTRACT #

) ss.

COUNTY OF TULSA)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the Regional Metropolitan Utility Authority will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

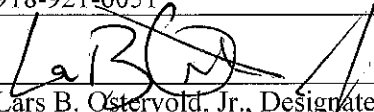
Company: CH2M HILL Engineers, Inc.

TIN: 32-010027

Address: 401 So. Boston, Suite 330

City, State, Zip: Tulsa, Oklahoma 74103

Phone: 918-921-6051

Signature: 

Title: Lars B. Ostervold, Jr., Designated Manager and Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016.

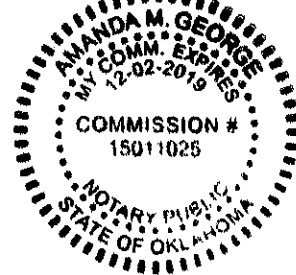
Amanda M. George
Notary Public

My commission expires:

12-02-2019

Commission Number

15011025



THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

I, Lars B. Ostervold, Jr., of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

By

LBO
Signature

Title Designated Manager & Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016

Amanda M. George
Notary Public

My Commission Expires: 12-02-2019

Notary Commission Number: 15011025

County & State Where Notarized: Tulsa, OK



The Affidavit must be signed by an authorized agent and notarized.

NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

I, Lars B. Ostervold, Jr., of lawful age, being first duly sworn, state that:
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: [Signature]
Signature

Title: Designated Manager & Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016.

Amanda M. George
Notary Public

My Commission Expires: 12-02-2019
Notary Commission Number: 15011025
County & State Where Notarized: Tulsa, OK



The Affidavit must be signed by an authorized agent and notarized.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
15114 -12345-5EX2P-16/17 016057		INSURER(S) AFFORDING COVERAGE	
INSURED CH2M HILL ENGINEERS, INC. A LEGAL ENTITY OF CH2M HILL COMPANIES, LTD. 9127 S. JAMAICA STREET ENGLEWOOD, CO 80112		INSURER A: Greenwich Insurance Company INSURER B: N/A INSURER C: XL Specialty Insurance Company INSURER D: Zurich American Insurance Co INSURER E: INSURER F:	
		NAIC # 22322 N/A 37885 16535	

COVERAGES**CERTIFICATE NUMBER:**

SEA-002835366-19

REVISION NUMBER:18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RGE500025505	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	RAD500025405	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	RWD500025205 (AOS) RWR500025305 (WI)	05/01/2016 05/01/2016	05/01/2017 05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*		EOC3829621-14	05/01/2016	05/01/2017	Each Claim & Aggregate \$2,000,000 Each Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NO. ES 2016-01 - HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHABILITATION.

THE CITY OF TULSA OKLAHOMA AND ITS AUTHORITIES (REGIONAL METROPOLITAN UTILITY AUTHORITY AND TULSA METROPOLITAN UTILITY AUTHORITY) ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER**CANCELLATION**REGIONAL METROPOLITAN UTILITY AUTHORITY
ATTN: AARON JOHNSON
175 EAST 2ND STREET, 14TH FLOOR
TULSA, OK 74103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Sharon A. Hammer

Sharon A. Hammer

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City of Broken Arrow

Fact Sheet

File #: 16-1519, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 01-03-17**

To: Chairman and Authority Members
From: Department of Engineering and Construction
**Title: Ratification of a Regional Metropolitan Utility Authority (RMUA)
Construction Contract Award with Crossland Heavy Contractors,
Inc. for the Haikey Creek Wastewater Treatment Plant Flow
Equalization Basin**

Background:

The Regional Metropolitan Utility Authority (RMUA) advertised for bidding the Flow Equalization Basin (FEB) Improvements construction contract. Bids were received November 18, 2016 with two bids submitted. Crossland Heavy Contractors Inc. was the apparent low bidder in the amount of \$9,247,227.00, half (\$4,623,613.50) of which the Broken Arrow Municipal Authority (BAMA) is responsible for. RMUA Staff recommended award at the December 7, 2016, RMUA board meeting and the board approved the award subject to BAMA approval. Attached is the bid tabulation and an award recommendation letter from CH2M, the design engineer for this project.

Funding for BAMA's share is from Oklahoma Water Resources Board Clean Water State Revolving Fund Loan No. ORF-16-0005-CW.

Staff recommends that the Authority ratify the construction contract award with Crossland Heavy Contractors, Inc.

Cost: \$4,623,613.50 (BAMA's Share)
Prepared By: Alex Mills, Director of Engineering and Construction
Reviewed By: Utilities Department
Finance Department
Assistant City Manager-Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: **Bid Tabulation and Recommendation of Award letter**

Recommendation:

Ratify the construction contract with Crossland Heavy Contractors, Inc.

REQUEST FOR ACTION: CONTRACT

Version: 07/12/2011

AGENDA FOR: ☒ MAYOR ☐ COUNCIL AUTHORITY: DATE: December 1, 2016
Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT:	ENGINEERING	CONTACT NAME:	HENRY SOM DE CERFF
ADDRESS:	2317 SOUTH JACKSON AVENUE, N-103	TELEPHONE:	596-9637 (Priscilla E. Brown)
CONTRACT TYPE:	OTHER	CONTRACT #:	
CONT. DOC. TYPE:	AWARD OF BID	AMOUNT:	\$9,247,227.00
PROJECT TITLE:	HAIKEY CREEK WWTP FEB IMPROVEMENTS		
CONTRACTOR:	CROSSLAND HEAVY CONTRACTORS, INC.		
BID/TAC/PROJECT #:	ES 2010-08 C2	EXTENSION DAYS:	COMMODITY CODE:
RENEWAL,AMENDMT,CHNG #	of x	PERCENT:	TOTAL PERCENT:
			COUNCIL DIST:

SUMMARY:

Submitted are the Tabulation of Bids and Recommendation of Award for Project No. RMUA ES 2010-08 Contract 2 Haikey Creek Wastewater Treatment Plant Flow Equalization Basin Improvements, OWRB Loan No. SRF-16-0001-CW. Bids were received on November 18, 2016. The Engineer's Estimate prepared by CH2M Hill, for the Total Base Bid was \$10,676,516.00. Two bids were received which ranged from \$9,247,227.00 to \$10,929,180.00 for the Total Base Bid. Crossland Heavy Contractors, Inc. submitted the lowest bid which is regular in every respect in the amount of \$9,247,227.00 for the Total Base Bid.

If Crossland Heavy Contractors, Inc. executes the contract documents and furnishes all necessary bonds and insurance within the time specified, it is recommended that the Chairman and Secretary be authorized to approve and execute the contracts on behalf of the Authority.

BUDGET:

FINANCE DIRECTOR APPROVAL:

<u>CHECKLIST</u>		FUNDING SOURCE(S):
<input type="checkbox"/>	No Payments Involved	6951-5455601-860061142011 - \$9,247,227.00
<input type="checkbox"/>	Purchase Order	
<input type="checkbox"/>	Contract Encumbrance	
<input type="checkbox"/>	Affidavit Needed?	

REQUEST FOR ACTION: *All department items requiring Council approval must be submitted through Mayor's Office.*

We recommend Tabulation of Bids be received and Project be awarded to Crossland Heavy Contractors, Inc. Please return one executed copy to the Engineering Services Department, 2317 S. Jackson Ave., Room N-103, Tulsa, Oklahoma 74107. (11/23/16)

Attachments               

AJ:PEB:peb

DEPARTMENT HEAD APPROVAL: _____ DATE: 12.01.16
CITY ATTORNEY APPROVAL: _____
BOARD APPROVAL: _____
MAYORAL APPROVAL: _____
OTHER: _____

FOR CITY COUNCIL OFFICE USE ONLY: _____ DATE RECEIVED: _____
 COMMITTEE: _____ COMMITTEE DATE(S): _____ FIRST AGENDA DATE: _____
 HEARING DATE: _____ SECOND AGENDA DATE: _____ APPROVED: _____

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #; Dept ##, Item ##, Sub-Item ##, Status: S=Synopsis):

[illegible]

CONTRACT



Contract #



Dept.



E N G I N E E R I N G

Doc Type:



C O N T R A C T

Amend/ Chg
Order #



Contract Document Type:

Amt:



9 2 4 7 2 2 7

AWARD OF BID

Contract Type:

OTHER

Project Title:

HAIKEY CREEK WWTP FEB IMPROVEMENTS

Contractor:

CROSSLAND HEAVY CONTRACTORS, INC.

Bid/TAC/
Proj:



E S 2 0 1 0 - 0 8 C 2

Ext
Days



Pct



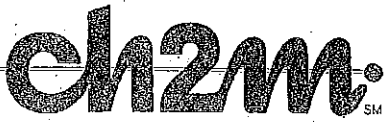
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----- For City Clerk's Office Use Only * Data For Scanning * Please Do Not Alter -----



CH2M HILL
401 S Boston, Suite 330
Tulsa, OK
74103
Tel 918.583.3057
Fax 918.584.5826

November 21, 2016

Mr. Aaron Johnson
City of Tulsa
2317 South Jackson Avenue
Tulsa, OK 74107

Re: Haikey Creek Wastewater Treatment Plant Flow Equalization Basin Improvements
Project No. RMUA Project No. ES 2010-08, Contract 2, Broken Arrow PN HC1103

Dear Mr. Johnson:

Bids for the Haikey Creek Wastewater Treatment Plant Flow Equalization Basin Improvements project were received and opened publicly on November 18, 2016. There were two (2) bids received with pricing ranging from \$9,247,227.00 to \$10,929,180.00

The apparent low bidder is Crossland Heavy Contractors, Inc. of Tulsa, OK with a bid of \$9,247,227.00. Crossland Heavy Contractors, Inc. bid was 13% below the Engineer's Estimate of \$10,676,516.00.

Therefore we recommend award of bid to Crossland Heavy Contractors in the amount of \$9,247,227.00.

Submitted by:

CH2M

A handwritten signature in cursive script, reading 'Mark A. Mulder'.

Mark A. Mulder, P.E.
Project Manager

cc: Tony Patete, City of Tulsa
Lars Ostervold, Jr., CH2M



ITEM NUMBER		ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy Contractors		Daris Contractors	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	01 29 00	MOBILIZATION	EA	1	\$300,000.00	\$300,000.00	\$300,272.25	\$300,272.25	\$250,000.00	\$250,000.00
2	01 11 00	FLOW DIVERSION STRUCTURE, COMPLETE	EA	1	\$1,723,366.00	\$1,723,366.00	\$1,290,000.00	\$1,290,000.00	\$1,685,000.00	\$1,685,000.00
3	01 11 00	PRE-SEDIMENTATION BASIN, COMPLETE	EA	1	\$880,450.00	\$880,450.00	\$450,000.00	\$450,000.00	\$551,000.00	\$551,000.00
4	01 11 00	RETURN PUMP STATION, COMPLETE	EA	1	\$986,873.00	\$986,873.00	\$840,000.00	\$840,000.00	\$834,704.50	\$834,704.50
5	01 11 00	RETURN PUMP STATION VALVE VAULT, COMPLETE	EA	1	\$93,253.00	\$93,253.00	\$35,000.00	\$35,000.00	\$54,800.00	\$54,800.00
6	01 11 00	RETURN PUMP STATION FLOW METER VAULT, COMPLETE	EA	1	\$93,253.00	\$93,253.00	\$36,000.00	\$36,000.00	\$45,000.00	\$45,000.00
7	01 11 00	RETURN PUMP STATION ELECTRIC BUILDING, COMPLETE	EA	1	\$102,676.00	\$102,676.00	\$450,000.00	\$450,000.00	\$430,000.00	\$430,000.00
8	01 11 00	DISINFECTION BUILDING IMPROVEMENTS, COMPLETE	EA	1	\$345,079.00	\$345,079.00	\$560,000.00	\$560,000.00	\$625,000.00	\$625,000.00
9	40 27 02	BACKFLOW PREVENTOR ASSEMBLY AND ENCLOSURE	EA	1	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
10	31 32 36	XR-5 LINER MATERIAL AND APPURTANCES	SF	251,000	\$1.50	\$376,500.00	\$1.65	\$414,150.00	\$1.80	\$451,800.00
11	02 41 00	DEMOLITION	EA	1	\$45,000.00	\$45,000.00	\$85,000.00	\$85,000.00	\$115,000.00	\$115,000.00
12	C-2	EROSION CONTROL, DISTURBED AREA	ACRES	25	\$5,000.00	\$125,000.00	\$200.00	\$5,000.00	\$1,200.00	\$30,000.00
13	03 30 00	CONCRETE FILL, HEADWALLS, ENERGY DISSIPATOR, PIPE SUPPORTS, STAIRS AND SLABS, VALLEY GUTTER	CY	400	\$500.00	\$200,000.00	\$575.00	\$230,000.00	\$570.00	\$228,000.00
14	03 30 00	CONCRETE WALLS AND ELEVATED SLABS	CY	80	\$650.00	\$52,000.00	\$850.00	\$68,000.00	\$2,000.00	\$160,000.00
15	C-3	CONCRETE SIDEWALKS AND MOW STRIP	SY	1,050	\$61.00	\$64,050.00	\$60.00	\$63,000.00	\$70.00	\$73,500.00
16	03 30 00	FLOWABLE FILL	CY	1,450	\$140.00	\$203,000.00	\$90.00	\$130,500.00	\$100.00	\$145,000.00
17	03 62 00	GROUT	CY	40	\$250.00	\$10,000.00	\$165.00	\$6,600.00	\$225.00	\$9,000.00
18	C-7	ASPHALT PAVING	SY	4,960	\$50.00	\$248,000.00	\$34.00	\$168,640.00	\$33.00	\$163,680.00
19	C-7	ASPHALT ROADWAY REMOVAL AND REPLACEMENT	SY	200	\$71.00	\$14,200.00	\$46.50	\$9,300.00	\$60.00	\$12,000.00
20	31 23 23	IMPORTED SAND	CY	27,335	\$28.00	\$765,380.00	\$13.75	\$375,856.25	\$15.00	\$410,025.00
21	31 23 16	EXCAVATION UNCLASSIFIED	CY	38,347	\$6.00	\$230,082.00	\$5.50	\$210,908.50	\$9.50	\$364,296.50
22	31 23 23	EARTH FILL FOR COMPACTED EMBANKMENT	CY	65,682	\$5.00	\$328,410.00	\$4.00	\$262,728.00	\$10.00	\$656,820.00
23	32 92 00	SOLID SLAB BERMUDA SODDING	SF	300,000	\$2.10	\$630,000.00	\$0.30	\$90,000.00	\$0.35	\$105,000.00
24	05 53 00	STAINLESS STEEL GRATING	SF	900	\$175.00	\$157,500.00	\$128.00	\$115,200.00	\$205.00	\$184,500.00
25	05 52 00	STAINLESS STEEL HANDRAIL	LF	180	\$218.00	\$39,240.00	\$128.00	\$23,040.00	\$150.00	\$27,000.00
26	33 41 01	15" RCP SD	LF	49	\$60.00	\$2,940.00	\$55.00	\$2,695.00	\$95.00	\$4,655.00
27	33 41 01	18" RCP SD	LF	28	\$71.00	\$1,988.00	\$64.00	\$1,792.00	\$105.00	\$2,940.00
28	33 41 01	24" RCP SD	LF	406	\$95.00	\$38,570.00	\$80.00	\$32,480.00	\$75.00	\$30,450.00
29	33 05 16.13	STORM DRAIN MANHOLES (4'-8")	EA	6	\$5,500.00	\$33,000.00	\$2,900.00	\$17,400.00	\$3,200.00	\$19,200.00
30	40 27 00	4" DIP NONPOTABLE (W2), BURIED AND ABOVE GRADE WITH FITTINGS	LF	170	\$55.00	\$9,350.00	\$84.00	\$14,280.00	\$104.00	\$17,680.00
31	40 27 00	4" DIP PLANT EFFLUENT WATER (W3) ABOVE GRADE WITH FITTINGS	LF	50	\$55.00	\$2,750.00	\$370.00	\$18,500.00	\$430.00	\$21,500.00
32	40 27 00	6" DIP PLANT EFFLUENT WATER (W3) ABOVE GRADE WITH FITTINGS	LF	12	\$90.00	\$1,080.00	\$380.00	\$4,560.00	\$380.00	\$4,560.00
33	40 27 00	6" DIP NONPOTABLE (W2) ABOVE GRADE WITH FITTINGS	LF	1,639	\$90.00	\$147,510.00	\$96.00	\$157,344.00	\$120.00	\$196,680.00
34	40 27 00	6" DIP NONPOTABLE (W2) BUIED WITH FITTINGS	LF	740	\$90.00	\$66,600.00	\$64.00	\$47,360.00	\$100.00	\$74,000.00
35	40 27 00	18" DIP, WITH FITTINGS	LF	1161	\$200.00	\$232,200.00	\$280.00	\$325,080.00	\$235.00	\$272,835.00
36	40 27 00	18" FRP, BUIED WITH FITTINGS	LF	1,410	\$185.00	\$260,850.00	\$130.00	\$183,300.00	\$130.00	\$183,300.00
37	40 27 00	24" DIP, BUIED AND ABOVE GRADE WITH FITTINGS	LF	50	\$180.00	\$9,000.00	\$845.00	\$42,250.00	\$900.00	\$45,000.00
38	40 27 00	36" DIP, BUIED AND ABOVE GRADE WITH FITTINGS	LF	494	\$240.00	\$118,560.00	\$1,065.00	\$526,110.00	\$1,200.00	\$592,800.00
39	40 27 00	36" FRP, BURIED WITH FITTINGS	LF	1,730	\$280.00	\$484,400.00	\$225.00	\$389,250.00	\$250.00	\$432,500.00
40	40 27 00	54" DIP, BUIED WITH FITTINGS	LF	412	\$800.00	\$329,600.00	\$885.00	\$364,620.00	\$950.00	\$391,400.00
41	01 31 19	36" RS (S. SHERIDAN) TIE-IN WEST OF FLOW DIVERSION STR	EA	1	\$38,000.00	\$38,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
42	01 31 19	30" RS (HAILEY CREEK) TIE-IN WEST OF FLOW DIVERSION STR	EA	1	\$32,000.00	\$32,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00
43	01 31 19	24" RS (HAILEY CREEK) TIE-IN WEST OF FLOW DIVERSION STR	EA	1	\$26,000.00	\$26,000.00	\$8,000.00	\$8,000.00	\$24,000.00	\$24,000.00
44	01 31 19	54" RS ELEVATED TIE-IN TO HEADWORKS	EA	1	\$56,000.00	\$56,000.00	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00
45	40 27 00	CHEMICAL DUCT BANK, 4" CPVC AND 0.5" FLEXIBLE TUBING	LF	210	\$55.00	\$11,550.00	\$54.00	\$11,340.00	\$75.00	\$15,750.00
46	C-8	GUARD POSTS	EA	20	\$1,400.00	\$28,000.00	\$850.00	\$17,000.00	\$650.00	\$13,000.00
47	E-10	ELECTRICAL DUCTBANK (2-5" CONDUIT)	LF	1,482	\$6.00	\$8,892.00	\$78.00	\$115,596.00	\$76.00	\$112,632.00
48	E-10	ELECTRICAL DUCTBANK (2-2" CONDUIT) AND FO	LF	1,162	\$160.00	\$185,920.00	\$67.00	\$77,854.00	\$66.00	\$76,692.00
49	E-10	ELECTRICAL DUCTBANK (2-1" CONDUIT)	LF	355	\$120.00	\$42,600.00	\$45.00	\$15,975.00	\$45.00	\$15,975.00
50	E-10	ELECTRICAL DUCTBANK (2-2" CONDUIT)	LF	292	\$170.00	\$49,640.00	\$47.00	\$13,724.00	\$47.00	\$13,724.00
51	40 27 02	4" V134 GATE VALVE	EA	1	\$800.00	\$800.00	\$480.00	\$480.00	\$525.00	\$525.00
52	40 27 02	4" V135 GATE VALVE BURIED	EA	2	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00	\$990.00	\$1,980.00
53	40 27 02	12" V406 PLUG VALVE	EA	2	\$5,000.00	\$10,000.00	\$2,780.00	\$5,560.00	\$2,800.00	\$5,600.00
54	40 27 02	18" V406 PLUG VALVE BURIED	EA	1	\$8,000.00	\$8,000.00	\$6,220.00	\$6,220.00	\$6,400.00	\$6,400.00
55	40 27 02	12" V608 CHECK VALVE	EA	2	\$3,000.00	\$6,000.00	\$4,150.00	\$8,300.00	\$4,300.00	\$8,600.00
56	40 27 02	2 1/2" WASHDOWN HYDRANT ASSEMBLY	EA	16	\$1,300.00	\$20,800.00	\$2,025.00	\$32,400.00	\$3,000.00	\$48,000.00
57	40 27 02	WATER CANNON ASSEMBLY	EA	10	\$7,000.00	\$70,000.00	\$4,675.00	\$46,750.00	\$5,400.00	\$54,000.00
58	40 27 02	4" V920 PRESSURE RELIEF VALVES	EA	10	\$1,500.00	\$15,000.00	\$275.00	\$2,750.00	\$500.00	\$5,000.00
59	C-8	6-FOOT CHAIN LINK FENCE W/3-STRAND BARB WIRE AND GATES	LF	1,482	\$22.00	\$32,604.00	\$16.00	\$23,712.00	\$18.00	\$26,676.00
60	31 23 23	TEMPORARY CONSTRUCTION ACCESS TO EXISTING FEB	EA	1	\$6,000.00	\$6,000.00	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00
61	01 29 00	OWNER'S ALLOWANCE	EA	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL BASE BID:						\$10,676,516.00		\$9,247,227.00		\$10,929,186.00

SUBMITTED

APPROVED

CITY OF TULSA, OK, ENGINEERING SERVICES

We the Undersigned, CH2M, hereby certify that this is a true and correct Tabulation of Bids received by the Regional Metropolitan Utility Authority, November 20, 2016.

By:

Mark A. Mulder, P.E. - Oklahoma Engineer #24168



City Engineer



City of Broken Arrow

Fact Sheet

File #: 16-1513, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 01-03-17**

To: Chairman and Authority Members
From: Department of Engineering and Construction
Title: Ratification and approval of Change Order No. 3 with Triangle Construction and Utility, LLC, Aspen Creek Relief Line Contract No. S.1307

Background:

The Aspen Creek Relief Line, although a Broken Arrow Municipal Authority (BAMA) contract, is funded by both Vision 2025 surplus and BAMA Sewer Excess Capacity Fee funds. Approval of Change Order No. 3 (attached) was mistakenly entered as a City Council Consent Agenda item and was approved by the City Council. Staff requests that the BAMA ratify the City Council's approval and subsequent execution of Change Order No. 3.

Cost: \$9,924.50

Prepared By: Alex Mills, Director of Engineering and Construction

Reviewed By: Utilities Department
Finance Department
Assistant City Manager-Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Consultant Agreement

Recommendation:

Ratify and approve Change Order No. 3.



**Public Contract
Application for
Contractual Changes**

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Contract Change Order # 3

Project Name: Aspen Creek Relief Line Project Number: S1307
Project Location: Between 121st and 111th following Aspen Creek Date of Application: Tuesday, December 13, 2016
Contractor: Triangle Construction LLC Submitted By: Clayton Ullrich

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

Per RFI #5 submitted on 12-9-16 by Triangle Construction, manholes #2, #7, & #8 cannot pass a vacuum test due to excessive penetrations in the joints that could not be resolved from inside of the manhole. In lieu of excavation around the manholes and grouting the contractor is directed to utilize URETEK HDEP injection per the attached proposal at each of the above stated manholes. The attached

- 1) URETEK proposal is to be assigned to the contractor through this change order to cover within the project bonds and contractor responsibilities. The proposal from the contractor, price noted below, includes the contractors acceptance of the URETEK contract and includes contractors costs for management, coordination, and bonds.

Change in Contractual Project Time:

- 1) There is no additional time added to the project for this change.

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
CO3-1	-	URETEK HDEP Injection at (3) Manholes	LS	\$ 9,924.50	1	\$ 9,924.50

Total Change Cost: \$ 9,924.50

Summary of Project Costs

Total Previous Change Orders:	\$ 26,689.00	Original Contract Amount:	\$ 799,938.00
Current Change Order:	\$ 9,924.50	Amended Contract Amount:	\$ 836,551.50
Total Cost of Change Orders:	\$ 36,613.50	Percent Change in Contract:	4.58%
Total Cost Applicable to CBA:	\$ 36,613.50	Percent Change Applicable to CBA:	4.58%

Change Order Authorization

Change Order # <u>3</u> in the sum of: \$ <u>9,924.50</u> has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:	<u>LANDI BLOSSER</u> Signature <u>12/13/2016</u> Date
Construction Division Manager:	<u>Timothy S Robins, PE</u> Signature <u>12/14/16</u> Date
Director of Engineering & Construction:	<u>Alex Mills, PE</u> Signature <u>12/14/16</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Signature <u>12-15-16</u> Date
City Manager:	<u>Michael Spurgeon</u> Signature <u>12/20/16</u> Date

This Change is Executed Through:

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
or
☒ This change to the contract documents was approved at the City Council BAMA meeting held on : Tuesday, December 20, 2016



TRIANGLE CONSTRUCTION & UTILITY
2241 S. 49TH W. AVE
TULSA, OK 74107
PH: 918.933.4151
FX: 918.933.4155

JOB:

ASPEN CREEK RELIEF LINE

CONTRACT NO. S.1307

BID NO 16.164

OWNER:

CITY OF BROKEN ARROW

485 N. POPLAR

BROKEN, ARROW, OK 74012

CHANGE ORDER #3

12/13/2016

MANHOLE 2,7, & 8 URETECK CONCRETE LIFTING

\$9,924.50

URETECK PATENTED HYDRO-INTENSIVITIVE GEO-POLYMER ON
MANHOLES 2,7,8 FOR CONCRETE LIFTING

TOTAL CHANGE ORDER \$ 9,924.50


LANDI BLOSSER

Project Name: Aspen Creek Relief Line
 Project Location: 121st and Aspen
 Prime Contractor: Triangle Construction and Utility, LLC

Project Number: S 1307
 Contract Number: _____
 Date: 9/9/2016

REQUEST FOR INFORMATION NO. #5

FROM:

Name: Tom Rutherford **Title:** Foreman **Company:** Triangle Construction and Utility, LLC

Contact Information: 918-830-3146

Subject: Manholes not passing test

Specification: Existing MH #2 and Existing MH #7 Existing MH #8

Question:

David,
 We tried to seal the three existing Manholes from the inside but they are in bad shape and won't seal off.

Proposed Resolution:

The next step would be to dig around the outside of the manholes and try to seal them from the outside. Existing MH #2 will be difficult and take more time than MH #7 because it is 24' deep, the underground water would need to be pumped as we do the repairs taking approximately 3 days. We will have to move the fence again and watch out for all utility's that are located there. MH #8 will take approximately 3 days to do. Please keep in mind that sealing all the joints between risers and pipe gaskets may not solve the problem. We can try this first if you wish but there are no guarantees. The added cost would be \$7,450.00 No Guarantee this will work

Estimated Cost Impact:

Estimated Schedule Impact:

REPLY TO CONTRACTOR:

DATE ANSWERED:

In lieu of excavation and grouting, please proceed with utilization of URETEK HDEP injection process at each of the above noted manholes. Please see attached for the contract proposal from URETEK. Coordinate with URETEK as an assigned Sub under your contract and provide a change order with your markup to manage said sub-contractor.

Per the Contract General Conditions, the Contractor shall not proceed with additive or deductive work which has change order implications as a result of this RFI without prior written approval from the City of Broken Arrow.

Construction Manager Recommendation

Contractor Concurrence

Name Timothy Robins, PE

Name Tom Rutherford

**Timothy
Robins**

Digitally signed by Timothy Robins
 DN: cn=Timothy Robins, o=City of
 Broken Arrow, ou=Engineering &
 Construction,
 email=Troblins@brokenarrowok.gov,
 c=US
 Date: 2016.12.13 14:46:45 -06'00'

Date

Tom Rutherford
 Signature

11/30/2016
 Date



5616 S. 122nd East Avenue Suite G, Tulsa, Oklahoma 74146 Tulsa 918.250.0205 Toll-Free 866.507.6677
Concrete Lifting Soil Stabilization Underground Infrastructure Repair

December 7, 2016

City of Broken Arrow
Mr. Timothy Robins, P.E., CWI
485 North Poplar Avenue
Broken Arrow, OK 74013-0610

**Reference: City of Broken Arrow Engineering & Construction Department; Aspen Creek Relief Line MH-2, 7, 8
I & I mitigation of Manholes using URETEK's patented hydro-insensitive geo-polymer**

URETEK is pleased to present the following proposal of services; this proposal is designed to give you the information you need to understand the scope of our services and proposed project costs.

Our opinions and statements regarding this proposal and our intended scope of services shall remain confidential to you and your representatives and shall not be made available to another party without the expressed written consent of URETEK. All concepts and procedures stated in this proposal shall be deemed as the intellectual property of URETEK.

PROJECT OVERVIEW:

URETEK – Oklahoma proposes to inject our patented hydro-insensitive geo-polymer to stop groundwater entering the system through cracks and openings in the manhole walls, bench areas and pass-through lines. The leak repair injections will be made through 5/8" holes drilled through the walls and bench areas from inside the manholes. After holes are drilled the URETEK HDEP will be injected through these holes into the surrounding soils and back-fill surrounding the manholes and will not require excavation of the surrounding soils in order to make these repairs.

The URETEK HDEP material is engineered specifically for geotechnical applications and typically weighs less than 5 lbs/ft³. It enters the subgrade as a liquid, quickly expanding and solidifying, filling voids and compressing adjacent soils. Our in place material will have a minimum compressive strength of 60psi, greatly exceeding the structural capacity of typical support soils. The material achieves 90% strength within 15 minutes; allowing the remediated areas to be returned to service immediately following our process. All drilled holes will be filled with a non-shrink cementitious grout (where applicable) upon completion. **It is important to note that this plan of repair applies only to those areas described above: We cannot be responsible for failure associated with areas we have not intended to remediate.**

COSTS:

1) MH-2 Aspen Creek Relief Line

Design: Round (DO NOT USE WALL LADDER STEPS – NOT SAFE)
Construction: Precast Concrete
Depth: approximately 24'
Diameter: 4 ft. (round)
Two (2) 18" Pass-Through Line
One (1) 10" Pass-Through Line
Treatment Area: Precast joint locations & Inlets
Total: \$3,840.00 w/ mobilization

City of Broken Arrow
Broken Arrow, Oklahoma
URETEK – Oklahoma

Team **URETEK**

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12/7/2016

2) MH-7 Aspen Creek Relief Line

Design: Round (DO NOT USE WALL LADDER STEPS – NOT SAFE)

Construction: Precast Concrete

Depth: approximately 16'

Diameter: 4 ft. (round)

One (1) 18" Pass-Through Line

One (1) 12" Pass-Through Line

Treatment Area: Precast joint locations & Inlets

Total: \$2,560.00 w/ mobilization**3) MH-8 Aspen Creek Relief Line**

Design: Round (DO NOT USE WALL LADDER STEPS – NOT SAFE)

Construction: Precast Concrete

Depth: approximately 13'

Diameter: 4 ft. (round)

One (1) 12" Pass-Through Line

One (1) 15" Pass-Through Line

Treatment Area: Precast joint locations & Inlets

Total: \$2,230.00 w/ mobilization

Total Cost Four (3) Manholes	Proposal Total	\$8630.00
	TOTAL JOB COST	\$8630.00

EXCLUSIONS:

- Testing of materials.
- Clearing, grubbing and/or any grading.
- Location/relocation and internal monitoring of existing utilities.
- Sanitary facilities are to be provided by others.
- Erosion control measures during construction or drainage systems, by others.
- Landscaping including seeding or reseeding.
- Bonding, building or local permits or fees, historical permits or cultural resource surveys.
- No Holiday, Overtime or Weekend work is included.
- Owner to provide post construction survey for as built submittals if required.
- Work or materials not specifically mention in this quotation.
- See attached General Terms and Conditions.

Our final acceptance of any order will be based upon a final site visit to confirm the proposed site conditions and scope of expected services with the owner/contractor. Uretek will work with the owner/contractor to perform the above scope in the most efficient manner possible.

Please Note: NO Change Order implemented without written authorization.

Location of any underground utilities is excluded and the responsibility of the owner/general contractor. All utilities in the work area must be clearly marked prior to the start of work. If relocation of utilities is required it is to be done by others prior to our mobilization.

SCHEDULE:

City of Broken Arrow
Broken Arrow, Oklahoma
URETEK – Oklahoma

Team **URETEK**

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- To be determined
- Project completed in 1 to 2 work days however the onset of heavy rains or severe weather has a direct impact on the process and possibly extends the completion time.

TERMS/CONDITIONS

1. This proposal covers all labor, material, and supervision to implement the patented URETEK Hydro-Insensitive Geopolymer, **THE URETEK METHOD®** the process of polymeric injection on the subject property to fill void cavities beneath the slab within two (2) to eight (8) feet of the injection locations; the process can also be used to raise the slab and improve the horizontal surface alignment within six (6) feet of the injection locations. URETEK ICR does not represent to lift the slab to meet any criteria of levelness, including but not limited to, L/300 or one (1.0) inch of slope over 25 feet. The slab will be lifted as much as is practical, as judged by URETEK or in consultation with the property owner or property owner's engineer, to reduce structural stress on the slab and to improve horizontal alignment. The **Deep Injection®** process will be used to increase the load bearing capacity of foundation soils for built structures (Patent No.6,634,831 B2) This work shall consist of densification of base and sub-base soils under concrete or asphalt pavements, sleeper slab footings, structural foundation footings, etc. by furnishing and injecting geopolymer material into the base soils at locations shown on the plans or as directed by the engineer.

Manhole Repairs: this warranty will apply to repairs for each 2 (two) vertical cross section as billed against the contract per man hole. The total vertical feet of area to be treated per each manhole will be specified in the pre-project inspection and quotation. **Pipe Joint Repairs:** this warranty covers repairs at each pipe joint or crack specified in the pre-project inspection and quotation.

2. The customer understands that **THE URETEK METHOD®** involves drilling 5/8" holes through the slab, pavement, soils or interior walls of the infrastructure element at job site determined intervals and injecting the hydro-insensitive geopolymer through the holes which then expands to fill voids, cracks and fissures. All areas where URETEK performs work will be left free from trash and debris related to URETEK's work upon completion of the job.

3. URETEK ICR carries legally required Worker's Compensation and General Liability Insurance.

4. Known and/or unknown structural defects may exist prior to the commencement of the work. URETEK ICR bears no responsibility for these defects or any consequences arising as a result of these defects. Such possible defects include but are not limited to:

- Insufficient or no steel reinforcement in the foundation beam.
- Insufficient or no steel reinforcement in the concrete slab.
- Slabs constructed with less than 4.0" thickness or compressive strength of concrete less than 2000 PSI.
- Decayed or damaged wooden structural members.

5. **Warranty:** URETEK ICR WARRANTS the MATERIAL against shrinkage or deterioration for ten (10) years from the date of initial injection. This guarantee applies to the injection locations completed at initial application and is transferable to any subsequent owners without charge. If any adjustment is necessary due to settlement in the locations specified during the first one (1) year from the job completion date, URETEK ICR will adjust the settled area without cost to the CUSTOMER. After the first one (1) year period, adjustments or re-injections will be made at the rate of USD \$750.00 (seven hundred fifty dollars per injection until the 10 year material warranty expires.

LIFTING: THIS WARRANTY EXCLUDES EXTERNAL CAUSES NOT DEPENDENT ON OUR MATERIAL, FOR EXAMPLE, GROUND SUBSIDENCE OR HEAVE OF NATIVE SOILS. SETTLEMENT MAY RESULT FROM STRUCTURAL PROBLEMS, DYNAMIC OR STATIC LOADS MUCH HIGHER THAN THE DESIGN LOADS AT THE TIME OF URETEK ICR INTERVENTION, DAMAGES CAUSED BY EXCAVATIONS, PRODUCT TAMPERING, WEAK OR INADEQUATE CONCRETE, NATURAL CATASTROPHES (STORMS, FLOODS, DROUGHT, TIDES, EARTHQUAKES, EXPLOSIONS, FIRE, ETC.) OR SOIL SHRINKAGE CAUSED BY REDUCTION IN SOIL MOISTURE, SOIL SHRINKAGE MAY RESULT FROM TREE TRANSPIRATION, EVAPORATION, LOWERING OF THE WATER TABLE, IMPROPER SOIL COMPACTION, OR THE DRYING OF SATURATED SOILS. HEAVE IS DEFINED AS THAT CONDITION CAUSED BY THE ADDITION OF MOISTURE IN ACTIVE CLAY SOILS, WHICH CAUSES THE SOIL TO

SWELL. THIS CONDITION MAY BE CAUSED BY PLUMBING LEAKS, POOR DRAINAGE, RISING WATER TABLE, HYDROSTATIC PRESSURE FROM UPHILL GRADIENT FORCES, OR REBOUND FROM OVER COMPACTED DRY SOILS.

SEALING: THIS WARRANTY EXCLUDES EXTERNAL CAUSES NOT DEPENDENT ON OUR MATERIAL, FOR EXAMPLE, GROUND WATER OR GROUNDWATER PRESSURES OR CHANGES IN SURFACE AND GROUNDWATER PATTERNS. LEAKAGE MAY RESULT FROM STRUCTURAL PROBLEMS, CHANGES IN GROUNDWATER LOCATION OR VOLUME OR PRESSURES MUCH GREATER THAN DESIGN OR REPAIR LOADS AT THE TIME OF URETEK ICR INTERVENTION, DAMAGES CAUSED BY EXCAVATIONS, PRODUCT TAMPERING, WEAK OR INADEQUATE CONCRETE, NATURAL CATASTROPHES (STORMS, FLOODS, DROUGHT, TIDES, EARTHQUAKES, EXPLOSIONS, FIRE, ETC.) OR SOIL SATURATION CAUSED BY INCREASES IN SOIL MOISTURE. SOIL SATURATION MAY RESULT FROM CHANGING GROUNDWATER OR SURFACE WATER DRAINAGE PATHS, UNDERGROUND RUPTURE OF WATER LINES, CHANGES IN UNDERGROUND SOIL STRUCTURES, CHANGES (BOTH INCREASES AND DECREASES) OF THE WATER TABLE, IMPROPER SOIL COMPACTION, OR THE INSTALLATION OF NEW UNDERGROUND STRUCTURES ADJACENT TO EXISTING UNDERGROUND STRUCTURES. SUCH CONDITIONS MAY BE CAUSED BY PLUMBING LEAKS, POOR DRAINAGE, RISING WATER TABLE, HYDROSTATIC PRESSURE FROM UPHILL GRADIENT FORCES, OR REBOUND FROM OVERCOMPACTED DRY SOILS.

MATERIAL FLOW OR TRAVEL: THIS WARRANTY EXCLUDES DAMAGES CAUSED BY MATERIAL TRAVELLING UP AND THROUGH ANY SUBSURFACE OR SURFACE SOIL CRACKS, JOINTS BETWEEN SURFACE PANELS, JOINTS BETWEEN FOUNDATIONS, SURFACE PANELS AND THE LIKE. URETEK ICR – Oklahoma NOTIFIES THE CUSTOMER THAT THE MATERIAL USED IN SOIL COMPACTION / STABILIZATION, VOID FILL AND STRUCTURE LIFTING IS VERY STICKY AND ADHERES WELL TO VIRTUALLY EVERY SURFACE IT TOUCHES. CUSTOMER AGREES THAT CUSTOMER IS RESPONSIBLE TO REMOVE ANY STRUCTURAL AND OR PERSONAL PROPERTY AWAY FROM ANY AREA THAT MAY ENCOUNTER MATERIAL MIGRATING TO THE SURFACE, THROUGH JOINTS, AROUND FOUNDATIONS, AND THE LIKE. CUSTOMER FURTHER AGREES THAT URETEK ICR HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO CUSTOMER STRUCTURES OR PERSONAL PROPERTY THAT COMES IN CONTACT WITH THE URETEK GEOPOLYMER MATERIAL THAT MAY TRAVEL TO THE SURFACE.

SUBJECT TO THIS LIMITED WARRANTY, CUSTOMER AGREES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK ICR CONCERNING THE WORK CONTEMPLATED BY THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK ICR – Oklahoma HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAVES, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, CONDITION, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ADEQUACY OF THE PLANS. ANY IMPLIED WARRANTIES WHICH CANNOT LAWFULLY BE DISCLAIMED ARE LIMITED IN DURATION TO A ONE (1) YEAR DURATION FROM DATE URETEK ICR – Oklahoma INITIAL INJECTIONS, NOT WORK COVERED BY CHANGE ORDER OR WARRANTY, TO THE EXTENT PERMITTED BY LAW.

6. There always remains a potential for future movement of the Infrastructure Asset, URETEK ICR is in no way responsible for such future movement which is beyond its control such as plumbing leaks, erosion of soil from flooding, excessive moisture content, land drainage, natural springs, trees or large shrubbery located near the foundation or acts of God.

7. **Payment Terms:** Payment shall be due upon completion of the project as described herein. Any amount not paid within terms shall accrue interest at the rate of 18% per annum or the highest lawful rate, whichever is less.

8. The Customer will provide:

- All performance and technical studies necessary to the scope of the project
- Adequate access to the work site(s)
- Any necessary authorizations or permits
- The owner or duly authorized representative onsite for the duration of the project

PAYMENT TERMS:

Based upon a set schedule of work and signed contract of services:

- ***Payment – Full amount due Net 15 days.***

Accepted: _____

Date: _____

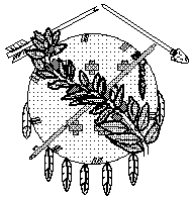
Title: _____

This bid and its terms and conditions becomes an integral part of any contract awarded based upon this bid, whether referenced directly, attached or not to such contract.

Respectfully submitted,

Travis Christianson

URETEK - Oklahoma



City of Broken Arrow

Fact Sheet

File #: 16-1516, **Version:** 1

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/01/2016		141		CUMMINS SOUTHERN PLAINS	PI 6252	02739122	020-5125-436.40-20	265.15
11/01/2016		10132		ATLAS LAND OFFICE LLC	PI 6368	10850	020-5205-419.30-87	4,300.00
							11/01/2016 TOTAL -	4,565.15
							CUMULATIVE TOTAL -	4,565.15
11/03/2016		8593		EXCELLENCE OPTO INC. (EOI)	PI 6365	1161483	020-0000-141.00-00	468.00
							11/03/2016 TOTAL -	468.00
							CUMULATIVE TOTAL -	5,033.15
11/08/2016		5334		EVANS ENTERPRISES INC - TULSA	PI 6486	1124105	020-5415-435.40-55	9,520.00
11/08/2016		6626		REXEL	PI 6563	S115206333.001	020-5405-434.60-45	1,916.00
							11/08/2016 TOTAL -	11,436.00
							CUMULATIVE TOTAL -	16,469.15
11/18/2016		3321		TRAFFIC PARTS INC	PI 6475	433405	020-0000-141.00-00	2,424.40
							11/18/2016 TOTAL -	2,424.40
							CUMULATIVE TOTAL -	18,893.55
11/19/2016		204		FENSCO INC	PI 6423	48773	020-5305-438.70-15	450.00
11/19/2016		6375		ATWOODS DISTRIBUTING	PI 6244	001001	020-5125-436.60-10	100.00
							11/19/2016 TOTAL -	550.00
							CUMULATIVE TOTAL -	19,443.55
11/22/2016		6375		ATWOODS DISTRIBUTING	PI 6246	001006	020-5125-436.60-10	69.94
11/22/2016		9235		PALL CORPORATION	PI 6487	94670290	020-5405-434.40-55	7,000.00
							11/22/2016 TOTAL -	7,069.94
							CUMULATIVE TOTAL -	26,513.49
11/25/2016		9994		ALAN PLUMMER ASSOCIATES INC	PI 6369	39975	020-5415-435.70-16	539.62
							11/25/2016 TOTAL -	539.62
							CUMULATIVE TOTAL -	27,053.11
11/27/2016		6375		ATWOODS DISTRIBUTING	PI 6247	001008	020-5125-436.60-10	10.05
							11/27/2016 TOTAL -	10.05
							CUMULATIVE TOTAL -	27,063.16
11/29/2016		4506		DLT SOLUTIONS LLC	PI 6371	4551012A	020-5205-419.40-55	7,663.80
11/29/2016		10095		SOUTHWEST CHEMICAL SERVICE INC	PI 6488	106287	020-5405-434.60-34	2,233.53
							11/29/2016 TOTAL -	9,897.33
							CUMULATIVE TOTAL -	36,960.49
11/30/2016		1530		INDUSTRIAL WELDING & TOOLS SUP	PI 6225	33140842	020-0000-141.00-00	110.00
							11/30/2016 TOTAL -	110.00
							CUMULATIVE TOTAL -	37,070.49
12/05/2016		255		SAFT GLOVE INC	PI 6342	82373400	020-0000-141.00-00	87.87
							12/05/2016 TOTAL -	87.87
							CUMULATIVE TOTAL -	37,158.36
12/06/2016		515		T & W TIRE	PI 6228	5756157	020-0000-141.00-00	440.00
12/06/2016		9297		JANDERSON INC DBA CARTRIDGE WO	PI 6257	82398	020-5130-437.60-03	128.00
							12/06/2016 TOTAL -	568.00
							CUMULATIVE TOTAL -	37,726.36

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
12/ 07/ 2016	328	HAJOCA TULSA 152	PI 6327	S011455701001	020- 5410- 435. 60- 45	94. 00	
12/ 07/ 2016	9235	PALL CORPORTATI ON	PI 6320	94705188	020- 5405- 434. 60- 45	92. 84	
			PI 6321	94705188	020- 5405- 434. 60- 45	2, 368. 65	
					12/ 07/ 2016 TOTAL -	2, 555. 49	
					CUMULATI VE TOTAL -	40, 281. 85	
12/ 08/ 2016	133	UTI LITY SUPPLY	PI 6318	099709	020- 5400- 434. 60- 40	128. 00	
12/ 08/ 2016	8304	THERMO FI SHER SCI ENTI FIC	PI 6375	5652609	020- 5405- 434. 60- 34	161. 38	
					12/ 08/ 2016 TOTAL -	289. 38	
					CUMULATI VE TOTAL -	40, 571. 23	
12/ 09/ 2016	90	NAPA AUTO PARTS	PI 6346	853663	020- 0000- 141. 00- 00	19. 96	
			PI 6347	853663	020- 0000- 141. 00- 00	14. 92	
			PI 6348	853663	020- 0000- 141. 00- 00	16. 26	
12/ 09/ 2016	133	UTI LITY SUPPLY	PI 6322	099746	020- 5400- 434. 60- 40	495. 00	
12/ 09/ 2016	176	TI MMONS OIL COMPANY I NC	PI 6229	W 03016	020- 0000- 141. 00- 00	357. 00	
12/ 09/ 2016	327	HACH COMPANY	PI 6259	10228593	020- 5410- 435. 60- 34	920. 00	
					12/ 09/ 2016 TOTAL -	1, 823. 14	
					CUMULATI VE TOTAL -	42, 394. 37	
12/ 10/ 2016	420	APAC- CENTRAL, I NC	PI 6309	7000946035	020- 5305- 438. 60- 80	141. 60	
					12/ 10/ 2016 TOTAL -	141. 60	
					CUMULATI VE TOTAL -	42, 535. 97	
12/ 12/ 2016	90	NAPA AUTO PARTS	PI 6231	853869	020- 0000- 141. 00- 00	151. 00	
			PI 6232	853869	020- 0000- 141. 00- 00	82. 32	
			PI 6233	853869	020- 0000- 141. 00- 00	44. 61	
			PI 6234	853869	020- 0000- 141. 00- 00	5. 12	
			PI 6235	853869	020- 0000- 141. 00- 00	3. 87	
12/ 12/ 2016	179	TRANS CONTI NENTAL SUPPLY I NC	PI 6341	1024274	020- 0000- 141. 00- 00	1, 329. 30	
12/ 12/ 2016	356	I NDUSTRI AL SPLI CI NG & SLI NG LL	PI 6236	165275	020- 0000- 141. 00- 00	576. 80	
12/ 12/ 2016	452	GELICO UNI FORMS & SHOES I NC	PI 6274	00198945	020- 5305- 438. 60- 10	98. 99	
12/ 12/ 2016	2137	PRO OVERHEAD DOOR	PI 6407	133325	020- 5100- 437. 40- 07	2, 894. 00	
					12/ 12/ 2016 TOTAL -	5, 186. 01	
					CUMULATI VE TOTAL -	47, 721. 98	
12/ 13/ 2016	141	CUMMI NS SOUTHERN PLAI NS	PI 6328	02740561	020- 5400- 434. 60- 20	448. 99	
12/ 13/ 2016	194	ELLI S CONST ACCESSORI ES LTD	PI 6325	200423	020- 5305- 438. 60- 23	186. 00	
12/ 13/ 2016	399	LOCKE SUPPLY COMPANY	PI 6299	3028255500	020- 5410- 435. 60- 21	33. 11	
12/ 13/ 2016	1249	MYERS TIRE SUPPLY I NC	PI 6349	63015046	020- 0000- 141. 00- 00	42. 44	
12/ 13/ 2016	2499	STONE COMPUTER AND COPI ER SUPP	PI 6230	67394	020- 0000- 141. 00- 00	1, 240. 00	
12/ 13/ 2016	5042	H G FLAKE SUPPLY CO	PI 6270	0343068	020- 5405- 434. 60- 23	19. 28	
12/ 13/ 2016	5936	CONTI NENTAL BATTERY CO	PI 6238	10931213161319	020- 0000- 141. 00- 00	150. 50	
12/ 13/ 2016	5941	LOWES	PI 6260	01346	020- 5410- 435. 60- 23	7. 21	
12/ 13/ 2016	9569	TW N CI TIES READY MI X I NC	PI 6305	137499	020- 5305- 438. 60- 27	2, 468. 13	
12/ 13/ 2016	9700	ADVANCED I NDUSTRI AL SOLUTI ONS	PI 6477	228498	020- 0000- 141. 00- 00	142. 08	
			PI 6478	228498	020- 0000- 141. 00- 00	918. 40	
12/ 13/ 2016	10233	PETROLEUM TRADERS CORP	PI 6237	1081946	020- 0000- 141. 00- 00	12, 287. 64	
					12/ 13/ 2016 TOTAL -	17, 943. 78	
					CUMULATI VE TOTAL -	65, 665. 76	

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/14/2016	90			NAPA AUTO PARTS	PI 6285	854068	020-5125-436.60-20	10.44
					PI 6288	854090	020-5130-437.60-20	118.75
					PI 6289	854105	020-5125-436.60-20	30.43
12/14/2016	120			CINTAS CORPORATION	PI 6462	5006789130	020-5305-438.60-23	114.14
12/14/2016	327			HACH COMPANY	PI 6565	2135942CM	020-5410-435.60-34	1,464.00-
12/14/2016	357			INLAND TRUCK PARTS & SERVICE	PI 6329	1521143	020-5125-436.60-20	16.84
					PI 6330	1521144	020-5125-436.60-20	26.06-
12/14/2016	370			AIRGAS USA LLC	PI 6426	9058319665	020-5120-437.60-23	13.80
12/14/2016	452			GELCO UNIFORMS & SHOES INC	PI 6275	00199016	020-5415-435.60-10	100.00
12/14/2016	4358			MCNEILUS TRUCK & MFG., INC	PI 6337	3468244	020-5125-436.60-20	44.40
					PI 6540	3468190	020-5125-436.60-20	240.94
12/14/2016	5371			PREMIER TRUCK GROUP	PI 6338	125184099	020-5125-436.60-20	73.28
12/14/2016	5936			CONTINENTAL BATTERY CO	PI 6239	15321214161323	020-0000-141.00-00	110.48
12/14/2016	6671			TULSA CLEANING SYSTEMS	PI 6332	60454	020-5120-437.60-23	175.20
12/14/2016	9569			TWNCITIES READY MIX INC	PI 6306	137564	020-5305-438.60-27	461.25
							12/14/2016 TOTAL -	19.89
							CUMULATIVE TOTAL -	65,685.65
12/15/2016	90			NAPA AUTO PARTS	PI 6291	854153	020-5120-437.60-23	14.99
					PI 6352	854200	020-0000-141.00-00	58.47
					PI 6353	854200	020-0000-141.00-00	8.52
12/15/2016	225			SUMMIT HOLDINGS	PI 6350	411128049	020-0000-141.00-00	67.68
					PI 6351	411128076	020-0000-141.00-00	67.68
12/15/2016	240			GRAINGER	PI 6340	9308499251	020-5405-434.60-45	70.32
12/15/2016	1530			INDUSTRIAL WELDING & TOOLS SUP	PI 6226	33176001	020-0000-141.00-00	100.00
12/15/2016	1993			G W VAN KEPPEL COMPANY	PI 6336	PS00775561	020-5120-437.60-20	59.36
12/15/2016	2538			ENVIRONMENTAL IMPROVEMENTS INC	PI 6316	0032484	020-5405-434.60-21	738.22
12/15/2016	5808			BOB HURLEY FORD LLC.	PI 6466	03540	020-5305-438.70-02	88,938.00
12/15/2016	5941			LOWES	PI 6268	01772/	020-5305-438.60-23	7.59
					PI 6269	02890	020-5120-437.60-23	15.19
					PI 6429	01624	020-5400-434.60-23	5.02
12/15/2016	9089			YELLOWHOUSE MACHINERY CO	PI 6227	202889	020-0000-141.00-00	41.95
12/15/2016	9213			HITCH IT TRAILERS, PARTS, SERV	PI 6406	9891	020-5305-438.70-04	7,500.00
12/15/2016	9569			TWNCITIES READY MIX INC	PI 6307	137609	020-5305-438.60-27	935.00
							12/15/2016 TOTAL -	98,627.99
							CUMULATIVE TOTAL -	164,313.64
12/16/2016	173			TULSA AUTO SPRING	PI 6403	00340725	020-5125-436.60-20	450.50
12/16/2016	370			AIRGAS USA LLC	PI 6566	9058435231	020-5410-435.60-23	45.50
12/16/2016	452			GELCO UNIFORMS & SHOES INC	PI 6447	00199107	020-5125-436.60-10	100.00
12/16/2016	4997			HARRIS CORPORATION PSPC	PI 6345	93248060	020-0000-141.00-00	296.00
12/16/2016	5941			LOWES	PI 6432	01885	020-5120-437.60-30	50.32
					PI 6433	02137	020-5400-434.60-23	62.62
					PI 6434	10286	020-5400-434.60-23	62.62
12/16/2016	8679			HD SUPPLY WATERWORKS, LTD	PI 6537	G556050	020-5400-434.60-38	338.00
12/16/2016	8864			USA BLUEBOOK	PI 6597	135312	020-5410-435.60-45	1,737.00
12/16/2016	9561			RED WING SHOES	PI 6293	0000029273	020-5120-437.60-10	100.00
12/16/2016	9569			TWNCITIES READY MIX INC	PI 6405	137672	020-5305-438.60-27	134.63
12/16/2016	9700			ADVANCED INDUSTRIAL SOLUTIONS	PI 6479	228498BO	020-0000-141.00-00	47.35
					PI 6480	228498BO	020-0000-141.00-00	1,284.05
					PI 6481	228514	020-0000-141.00-00	1,324.80

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
12/16/2016		10081		MECHANICAL AIR SYSTEMS INC	PI 6492	3113	020-5405-434.40-07	1,596.75
12/16/2016		10233		PETROLEUM TRADERS CORP	PI 6354	1083324	020-0000-141.00-00	11,793.47
							12/16/2016 TOTAL -	19,423.61
							CUMULATIVE TOTAL -	183,737.25
12/17/2016		420		APAC-CENTRAL, INC	PI 6526	7000949024	020-5305-438.60-80	120.80
					PI 6527	7000949722	020-5400-434.60-27	87.36
							12/17/2016 TOTAL -	208.16
							CUMULATIVE TOTAL -	183,945.41
12/19/2016		90		NAPA AUTO PARTS	PI 6357	854573	020-0000-141.00-00	67.76
					PI 6358	854573	020-0000-141.00-00	54.96
					PI 6359	854573	020-0000-141.00-00	64.12
					PI 6450	854481	020-5130-437.60-20	18.00
					PI 6452	854511	020-5305-438.60-20	39.72
					PI 6454	854526	020-5305-438.60-20	19.98
12/19/2016		120		CINTAS CORPORATION	PI 6463	5006789150	020-5405-434.60-23	147.02
12/19/2016		141		CUMMINS SOUTHERN PLAINS	PI 6417	02740782	020-5125-436.40-20	357.36
12/19/2016		225		SUMMIT HOLDINGS	PI 6416	411128189	020-5125-436.60-20	69.48
12/19/2016		240		GRAINGER	PI 6543	9311499637	020-5410-435.60-23	80.20
12/19/2016		255		SAFETY GLOVE INC	PI 6343	82373401	020-0000-141.00-00	121.48
					PI 6344	82373401	020-0000-141.00-00	14.50
12/19/2016		370		AIRGAS USA LLC	PI 6567	9058481867	020-5305-438.60-23	27.75
12/19/2016		399		LOCKE SUPPLY COMPANY	PI 6458	3032898400	020-5100-437.60-18	16.44
12/19/2016		452		GELCO UNIFORMS & SHOES INC	PI 6382	00199165	020-5305-438.60-10	100.00
12/19/2016		951		HOLLIDAY SAND & GRAVEL CO	PI 6525	351383	020-5400-434.60-27	76.61
12/19/2016		1059		SOUTHERN TIRE MART	PI 6355	45324735	020-0000-141.00-00	1,856.20
					PI 6356	45324770	020-0000-141.00-00	1,827.95
12/19/2016		1671		BERENDSEN FLUID POWER INC	PI 6414	06422901	020-5305-438.60-20	670.70
12/19/2016		5936		CONTINENTAL BATTERY CO	PI 6366	10931219161401	020-0000-141.00-00	155.92
12/19/2016		5941		LOWES	PI 6436	01354/	020-5305-438.60-23	15.81
					PI 6437	01380	020-5120-437.60-23	23.85
					PI 6438	02634	020-5100-437.60-18	9.97
					PI 6439	02704/	020-5410-435.60-45	19.45
					PI 6440	11220	020-5400-434.60-23	14.21
					PI 6442	14062-	020-5410-435.60-45	15.65
					PI 6443	14063	020-5410-435.60-45	15.40
					PI 6570	95243	020-5400-434.60-23	35.88
							12/19/2016 TOTAL -	5,869.07
							CUMULATIVE TOTAL -	189,814.48
12/20/2016		35		A&N TRAILER PARTS INC	PI 6381	00285243	020-5305-438.60-20	9.28
					PI 6444	00285222	020-5400-434.60-20	69.53
12/20/2016		90		NAPA AUTO PARTS	PI 6550	854715	020-0000-141.00-00	34.71
					PI 6551	854715	020-0000-141.00-00	88.39
					PI 6552	854715	020-0000-141.00-00	36.90
12/20/2016		141		CUMMINS SOUTHERN PLAINS	PI 6420	02740820	020-5125-436.60-20	83.40
12/20/2016		176		TI-MMONS OIL COMPANY INC	PI 6418	W 03090	020-5120-437.60-23	305.28
12/20/2016		225		SUMMIT HOLDINGS	PI 6360	411128334	020-0000-141.00-00	222.57
12/20/2016		327		HACH COMPANY	PI 6496	10243399	020-5405-434.60-34	2,724.27
12/20/2016		377		KIMS INTERNATIONAL	PI 6399	0095052	020-5125-436.60-20	94.26

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/20/2016	399		LOCKE SUPPLY COMPANY	PI 6398	3034261000	020-5410-435.60-21	6.37
12/20/2016	1530		INDUSTRIAL WELDING & TOOLS SUP	PI 6476	33182810	020-0000-141.00-00	1,143.28
12/20/2016	1671		BERENDSEN FLUID POWER INC	PI 6415	06422921	020-5305-438.60-20	435.79
12/20/2016	4358		MCNEILUS TRUCK & MFG., INC	PI 6541	3473170	020-5125-436.60-20	166.46
12/20/2016	5941		LOWES	PI 6571	11506	020-5400-434.60-23	3.79
12/20/2016	8679		HD SUPPLY WATERWORKS, LTD	PI 6538	G554377	020-5400-434.60-38	1,486.17
12/20/2016	9784		EUROFINS EATON ANALYTICAL INC	PI 6464	S268123	020-5405-434.30-34	450.00
						12/20/2016 TOTAL -	7,027.53
						CUMULATIVE TOTAL -	196,842.01
12/21/2016	90		NAPA AUTO PARTS	PI 6363	854791	020-0000-141.00-00	116.70
				PI 6364	854791	020-0000-141.00-00	85.08
				PI 6387	854778	020-5120-437.60-20	15.49
				PI 6390	854808	020-5305-438.60-20	113.06
				PI 6391	854809	020-5305-438.60-20	2.58
				PI 6392	854810	020-5400-434.60-20	107.06
12/21/2016	101		WELDON PARTS TULSA	PI 6402	180236300	020-5305-438.60-20	28.44
12/21/2016	225		SUMMIT HOLDINGS	PI 6362	411128405	020-0000-141.00-00	54.58
				PI 6419	411128282	020-5125-436.60-20	102.30
				PI 6421	411128377	020-5125-436.60-20	69.48
12/21/2016	257		SAFETY KLEEN CORP	005159	72051582	020-5120-437.40-33	347.00
12/21/2016	371		J & R EQUIPMENT LLC	005146	32965	020-5415-435.40-29	223.48
12/21/2016	891		STOREY WRECKER	005161	444311	020-5305-438.40-20	197.68
12/21/2016	1059		SOUTHERN TIRE MART	PI 6485	45325028	020-0000-141.00-00	1,112.72
12/21/2016	5042		H G FLAKE SUPPLY CO	PI 6502	0343176	020-5405-434.60-23	19.00
				PI 6503	0343228	020-5405-434.60-23	133.94
				PI 6504	0343377	020-5405-434.60-23	136.56
				PI 6505	3430681	020-5405-434.60-23	69.91
12/21/2016	5941		LOWES	PI 6379	13371	020-5415-435.60-23	18.99
12/21/2016	6454		WASTE MANAGEMENT QUARRY LANDFI	005211	004659121851	020-5410-435.40-30	14,115.67
12/21/2016	7497		JPMORGAN CHASE BANK N A	005147	1098002	020-0503-415.50-28	1,327.08
12/21/2016	8508		TULSA COUNTY PRINT SHOP	005205	284667	020-1700-419.50-36	365.53
12/21/2016	9018		DOLESE BROS. CO.	005142	RM16073842	020-5400-434.60-27	373.00
12/21/2016	9973		KUBOTA CENTER EAST TULSA	PI 6361	PO3967	020-0000-141.00-00	68.73
12/21/2016	10214		TULSA'S GREEN COUNTRY STAFFING	005207	50505	020-5125-436.50-37	4,071.60
						12/21/2016 TOTAL -	23,275.66
						CUMULATIVE TOTAL -	220,117.67
12/22/2016	4		ACCURATE FIRE EQUIP CO INC	PI 6482	1275609	020-0000-141.00-00	622.70
12/22/2016	42		ARROW SAFE AND LOCK INC	PI 6520	69738	020-5125-436.60-23	11.70
12/22/2016	90		NAPA AUTO PARTS	PI 6517	854920	020-5305-438.60-20	2.60
				PI 6581	854863	020-5400-434.60-23	26.44
12/22/2016	92		WHITE STAR MACHINERY & SUPPLY	005275	07149495	020-5305-438.70-15	1,165.80
12/22/2016	120		CINTAS CORPORATION	PI 6521	5006789175	020-5100-437.60-23	201.22
				PI 6522	5006789176	020-5120-437.60-23	83.56
				PI 6523	5006789176	020-5130-437.60-23	103.28
12/22/2016	452		GELCO UNIFORMS & SHOES INC	PI 6508	00199257	020-5305-438.60-10	100.00
12/22/2016	890		B & M OIL COMPANY INC	PI 6483	0454732	020-0000-141.00-00	574.52
				PI 6484	0454733	020-0000-141.00-00	484.47
12/22/2016	5941		LOWES	PI 6498	02272	020-5120-437.60-23	11.38
				PI 6499	02330	020-5405-434.60-30	75.92

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
12/ 22/ 2016	9151		CLEAN THE UNI FORM CO OKLAHOMA	PI 6500	14229-		020-5120-437.60-23	11.38-
				PI 6501	14230		020-5120-437.60-23	61.73
				005219	50801791		020-5120-437.40-31	102.64
				005220	50802222		020-5405-434.40-31	72.70
				005221	50802838		020-5400-434.40-31	124.63
				005222	50802838		020-5406-434.40-31	47.57
				005223	50802839		020-5415-435.40-31	46.96
				005224	50802840		020-5115-437.40-31	48.70
				005226	50802842		020-5130-437.40-31	8.60
				005227	50802843		020-5120-437.40-31	102.64
				005228	50802844		020-5125-436.40-31	176.93
				005229	50802845		020-1700-419.40-33	1.75
				005231	50802845		020-5120-437.40-33	25.00
				005233	50802837		020-5100-437.40-33	4.00
				005235	50803284		020-5410-435.40-31	35.95
				005250	50803274		020-5305-438.40-31	111.55
				005252	50803275		020-5305-438.40-33	2.60
				005254	50803283		020-5405-434.40-28	8.10
				005255	50803281		020-5405-434.40-31	72.70
				005256	50803917		020-5125-436.40-31	195.98
005257	50803915		020-5130-437.40-31	8.60				
005258	50803918		020-5100-437.40-33	14.00				
005260	50803918		020-1700-419.40-33	2.25				
005261	50803918		020-5120-437.40-33	25.00				
12/ 22/ 2016	10081		MECHANI CAL AI R SYSTEMS I NC	005271	114		020-5405-434.40-07	1,327.54
12/ 22/ 2016	10233		PETROLEUM TRADERS CORP	PI 6548	1085254		020-5405-434.60-21	3,564.80
							12/ 22/ 2016 TOTAL -	9,645.13
							CUMULATI VE TOTAL -	229,762.80
12/ 23/ 2016	4311		UNI TED FORD	PI 6589	2782224		020-5125-436.60-20	105.48
							12/ 23/ 2016 TOTAL -	105.48
							CUMULATI VE TOTAL -	229,868.28
12/ 27/ 2016	42		ARROW SAFE AND LOCK I NC	PI 6590	69737		020-5400-434.60-23	5.00
12/ 27/ 2016	90		NAPA AUTO PARTS	PI 6556	855266		020-0000-141.00-00	109.44
				PI 6557	855266		020-0000-141.00-00	133.54
				PI 6582	855200		020-5400-434.60-20	151.69
				PI 6583	855229		020-5400-434.60-20	1.54
12/ 27/ 2016	225		SUMMI T HOLDI NGS	PI 6553	411128644		020-0000-141.00-00	70.18
				PI 6554	411128644		020-0000-141.00-00	135.50
12/ 27/ 2016	5371		PREMI ER TRUCK GROUP	PI 6605	125185112		020-5125-436.60-20	304.77
12/ 27/ 2016	5936		CONTI NENTAL BATTERY CO	PI 6555	10931227161446		020-0000-141.00-00	194.76
12/ 27/ 2016	9213		HIT CH I T TRAI LERS, PARTS, SERV	PI 6577	9940		020-5400-434.60-20	145.00
12/ 27/ 2016	9822		MORTON SALT I NC	PI 6495	5401218988		020-5405-434.60-34	5,536.92
							12/ 27/ 2016 TOTAL -	6,788.34
							CUMULATI VE TOTAL -	236,656.62
12/ 28/ 2016	90		NAPA AUTO PARTS	PI 6585	855317		020-5305-438.60-20	89.99
				PI 6586	855318		020-5305-438.60-20	16.81
				PI 6587	855329		020-5120-437.60-23	24.00
12/ 28/ 2016	5371		PREMI ER TRUCK GROUP	PI 6558	125185130		020-0000-141.00-00	39.03

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO.	AMOUNT
12/28/2016	5941	LOWES	PI 6576	02390	020-5405-434.60-23	6.66	
12/28/2016	8959	RUSSELL'S WELDING INC.	PI 6608	3556	020-5410-435.60-45	240.00	
12/28/2016	10233	PETROLEUM TRADERS CORP	PI 6607	1086481	020-5405-434.60-21	2,927.34	
					12/28/2016 TOTAL -	3,343.83	
					CUMULATIVE TOTAL -	240,000.45	
12/29/2016	40	AVB	005349	NOV 2016	020-0503-415.50-28	379.04	
12/29/2016	159	DK MACHINE INC	005376	10611	020-5406-434.40-28	408.00	
12/29/2016	574	SUNGARD PUBLIC SECTOR	005391	130255	020-0503-415.50-28	434.17	
12/29/2016	808	BAUMAN INSTRUMENT CORP	005354	27484	020-5405-434.40-29	400.00	
12/29/2016	3694	ARROW EXTERMINATORS INC	005325	500628	020-5305-438.40-07	32.50	
			005327	500632	020-5100-437.40-07	65.00	
			005328	499322	020-5100-437.40-07	105.00	
12/29/2016	3964	THE ARROW GROUP	005393	28329	020-1700-419.50-76	126.00	
			005395	28328	020-1700-419.50-76	1,783.00	
12/29/2016	4513	CUSTOM SERVICES	005361	352125	020-5410-435.40-07	126.00	
12/29/2016	5410	UNITED RENTALS, INC	005397	142622244001	020-5405-434.40-32	588.33	
12/29/2016	6454	WASTE MANAGEMENT QUARRY LANDFILL	005401	216369410065	020-5125-436.40-30	325.15	
12/29/2016	7367	BOKF N.A.	005353	600814222	020-0503-415.50-28	2,804.35	
12/29/2016	8260	DATAPROSE INC	005374	DP1603368	020-0503-415.50-28	7,079.57	
			005375	DP1603368	020-0503-415.50-39	15,046.46	
12/29/2016	9151	CLEAN THE UNIFORM CO OKLAHOMA	005311	50803911	020-5400-434.40-31	124.88	
			005312	50803911	020-5406-434.40-31	46.69	
			005313	50803912	020-5415-435.40-31	46.96	
			005314	50802222	020-5405-434.40-31	70.67	
			005315	50804339	020-5410-435.40-31	35.95	
			005316	50804340	020-5410-435.40-28	4.00	
			005355	50802836	020-5200-419.40-31	19.31	
			005359	50803916	020-5120-437.40-31	98.18	
			005363	50803913	020-5115-437.40-31	48.70	
			005373	50803910	020-5200-419.40-31	19.31	
12/29/2016	10137	WAGONER CO RRWD DISTRICT #4	005400	018	020-0503-415.50-28	150.00	
12/29/2016	10214	TULSA'S GREEN COUNTRY STAFFING	005396	50643	020-5125-436.50-37	4,613.70	
12/29/2016	10420	GERSHMAN, BRIKNER & BRATTON INC	005379	16125498	020-5125-436.70-17	1,300.41	
					12/29/2016 TOTAL -	36,281.33	
					CUMULATIVE TOTAL -	276,281.78	
1/03/2017	113	WAGONER COUNTY RURAL WATER #4	000305	68500	020-5415-435.50-23	13.30	
1/03/2017	309	OKLAHOMA NATURAL GAS CO	000025	220544536	020-5415-435.50-24	25.66	
			000026	253747127	020-5415-435.50-24	41.27	
			000027	254035382	020-5415-435.50-24	27.69	
			000111	253867927	020-5415-435.50-24	26.66	
			000572	257659209	020-5415-435.50-24	42.92	
			000573	257659209	020-5415-435.50-24	.64	
			004047	110016445	020-5100-437.50-24	114.27	
			005281	253868100	020-5415-435.50-24	.63	
			005282	253867927	020-5415-435.50-24	.37	
			006136	179009782	020-5120-437.50-24	194.15	
			007441	253868100	020-5415-435.50-24	42.22	
			007447	111356527	020-5305-438.50-24	227.87	
			008238	253747127	020-5415-435.50-24	1.00	

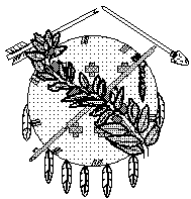
FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
					008239	254035382	020-5415-435.50-24	.43
					008240	220544536	020-5415-435.50-24	.38
1/03/2017			442	AMERI CAN ELECTRI C POWER	000034	9509512540	020-5400-434.50-25	48.92
					000035	9520400250	020-5400-434.50-25	47.50
					000036	9529037750	020-5400-434.50-25	250.27
					000037	9535827230	020-5400-434.50-25	611.24
					000038	9525157130	020-5400-434.50-25	46.56
					000039	9572008130	020-5400-434.50-25	138.12
					000040	9579897130	020-5400-434.50-25	50.37
					000041	9579957130	020-5400-434.50-25	41.94
					000683	9588213380	020-5405-434.50-25	41,193.51
					005109	9553052871	020-5405-434.50-25	7,176.27
					007449	9525931030	020-1700-419.50-25	627.72
1/03/2017			888	PREFERRED BUSI NESS SYSTEMS	005144	072507	020-5205-419.40-33	205.00
					005151	072477	020-5406-434.40-33	134.00
					005152	072408	020-5405-434.40-33	191.85
					005182	072531	020-5130-437.40-33	90.42
					005183	072531	020-5100-437.40-33	90.42
					005184	072531	020-5120-437.40-33	35.75
					005190	072531	020-0503-415.40-33	90.42
1/03/2017			7724	W NDSTREAM	000307	4513524	020-5415-435.50-22	79.88
					000308	3572491	020-5405-434.50-22	82.11
					001766	2598040	020-5100-437.50-22	183.93
1/03/2017			8512	AT&T MOBI LI TY	000654	6446493	020-5200-419.50-22	64.68
					000655	6446494	020-5200-419.50-22	64.68
					000656	6930623	020-5200-419.50-22	64.68
					000657	6989325	020-5200-419.50-22	64.68
					000658	6989326	020-5200-419.50-22	64.68
					000659	8570323	020-5200-419.50-22	64.68
					000660	8920616	020-5200-419.50-22	64.68
					000661	8092689	020-5205-419.50-22	64.68
					000664	8570944	020-5115-437.50-22	31.68
					000665	6931161	020-5120-437.50-22	31.68
					000666	7981029	020-5405-434.50-22	31.68
					000667	9369042	020-5410-435.50-22	31.68
					000687	6932991	020-5400-434.50-22	31.68
					000688	6933102	020-5400-434.50-22	31.68
					000689	5653832	020-5415-435.50-22	31.68
					000690	8923683	020-5415-435.50-22	31.68
					002439	7201588	020-5205-419.50-22	56.32
					008977	2825651	020-5200-419.50-54	42.81
					008978	2825682	020-5200-419.50-54	42.81
					008979	2825684	020-5200-419.50-54	42.81
					008980	2825686	020-5200-419.50-54	42.81
					008981	2825697	020-5200-419.50-54	42.81
							1/03/2017 TOTAL -	53,216.91
							FUND 020 TOTAL -	329,498.69

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PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	021	BAMA	SALES TAX					
	DATE		VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
	DUE		NO	NAME	NO	NO	NO	
12/29/2016		6597		BANK OF OKLAHOMA N. A.	005352	5094971	021-5400-475.80-01	500.00
							12/29/2016 TOTAL -	500.00
							CUMULATI VE TOTAL -	500.00
1/03/2017		1211		BANK OF OKLAHOMA N A	008218	FAP-11-0002-L	021-5400-471.80-01	124,327.77
					008219	FAP-16-0001-L	021-5410-473.80-01	70,727.54
							1/03/2017 TOTAL -	195,055.31
							FUND 021 TOTAL -	195,555.31



City of Broken Arrow

Fact Sheet

File #: 16-1521, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 1-03-2017**

To: Chairman and Authority Members
From: Department of Utilities
Title:

Consideration, discussion, and possible approval of bids received and award of lowest responsible bid to Premier Truck (#2) for the purchase of one 66,000 gross vehicle weight (GVW) Tractor Trailer Cab and Chassis for the Lynn Lane Waste Water Treatment Plant

Background:

The Lynn Lane Waste Water Treatment Plant currently utilizes two tractor trailers to haul dewatered biosolids to the landfill for disposal. The mileage to drive to the landfill is approximately 32 miles each way. Tractor Unit #0602 is a 2006 International model, with over 108,000 miles. During the past three years, this tractor has been unreliable and out of service due to repairs. Current life to date costs, excluding oil, tires and fuel, are \$31,000.00. Down time in the Bio-solids process due to repair/maintenance, including overtime, breakdowns on the road and at the landfill, exceed 900 hours. The International model has issues with the turbo-charger, transmission, transmission shifter and numerous sensor equipment problems.

Bid packets were sent to nine vendors and five bids were received. The Fleet Maintenance Division and Utilities staff evaluated the bids and identified the bid from Premier Truck #2 for the supply of one Freightliner tractor cab as being the lowest responsible bid. The tractor cab meets specifications and comes with the 2 year, 250k warranty.

The lowest bid received is from Summit Truck. Based on past history, both the engine and electronics have proven to be unreliable. Excessive down time has been associated with the International engine and chassis across all lines. The down time was documented in a previous fact sheet on 11/1/16 for the purchase of a 56,000 GVW chassis. Therefore, due to these previous issues with Summit Truck products, staff recommends that the Authority award the bid to Premier Truck # 2 as the lowest responsible bid.

Funds for this purchase have been appropriated and are available in the BAMA capital funds in the amount of \$100,000 from project# 175422 and \$16,135 from project# 175423.

Cost: \$116,135.00
Prepared By: Anthony C. Daniel, Director of the Utilities Department
Reviewed By: Finance Department
Legal Department

Assistant City Manager-Operations

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation 17.123

Recommendation:

Award the lowest responsible bid to Premier Truck #2 for the purchase of one 66,000 GVW Tractor Trailer Cab and Chassis.

66,000 GVW Tractor/trailer cab & chassis 50 Ton Trailer

Bid# 17.123

Bid opening 11-23-16

Item	Summit Truck	Rush Truck	Premier Truck #2	Premier Truck #1	Bruckner Truck
Specification	2017/18 International 6x4 Tandum	2017 Peterbilt 567	2018 Freightliner 114SD	2018 Western Star 4700SB	2018 Mack GU713
66,000 GVW Tractor/trailer cab & chassis	\$104,911.67	\$108,320.00	\$108,812.00	\$113,757.00	\$128,256.00
Options					
Larger engine	\$1,800.00	\$0.00	\$500.00	\$350.00	\$3,036.00
Auxiliary switches	\$552.00	\$70.00	\$136.00	\$136.00	\$137.00
Keys	\$0.00	\$6.00	\$0.00	\$0.00	\$2,027.00
Fob	\$218.00	\$157.00	n/a	n/a	n/a
Power windows/locks	\$207.00	\$0.00	\$200.00	\$200.00	\$422.00
Front tow hooks	\$73.00	\$0.00	\$75.00	\$75.00	\$0.00
Trailer connection kit	\$500.00	\$132.00	\$0.00	\$0.00	n/a
5th wheel	\$0.00	\$1,360.00	\$0.00	\$0.00	\$2,900.00
Hydraulic wet kit	\$6,419.95	\$7,410.00	\$6,412.00	\$6,412.00	\$9,356.00
Total	\$114,681.62	\$117,455.00	\$116,135.00	\$120,930.00	\$146,134.00
Meet Specs.	Yes	Yes	Yes	Yes	No
Delivery	90 days	84 days	60 days	60 days	120 days
Warranty	1yr/ unlimited	1yr/ 100k,engine 2yrs/250k, transmission 3yr/unlimited	2yr/250k	2yr/250k	2yr/250k
Bids sent to 9 vendors					
Notes	Truck meets specifications. Vendor is quoting the International Engine. Past history shows that this engine was not a reliable choice. Excessive down time has been associated with the International product.	Truck meets specifications. Product has been a reliable vehicle. No reported down time issues. Vendor has offered the optional larger engine at no cost.	Truck meets specifications Product has been a reliable product. Only problems are returning vehicle to Service Dept. for repeat or repairs not completed which results in excessive down time.	Truck meets specifications City of Broken Arrow only has 1 vehicle in our fleet of to make an evaluation. Issues with the Service Dept. Repeat repairs.	Truck does not meet specifications. Rear Suspension,, No manuals or parts book offered

