



City of Bixby Bixby Public Works Authority Meeting Agenda

Monday, November 13, 2023	Immediately Following the City Council Meeting	City Hall Municipal Building 116 W. Needles Ave., Bixby, OK 74008
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Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Chairman

Roll Call

Shannon Duran, City Clerk

Consent Agenda

Secretary's Report

Consider and Approve:

- 1) Approve minutes for Bixby Public Works meeting date 10/23/23.
- 2) Consider and/or approve a purchase order for \$60,000 to replace damaged fire hydrants.
- 3) Approve an Inter-Local Agreement with Broken Arrow Municipal Authority to share the cost of the Study for Supplemental Water Connection and approve a \$50,000 design fee for Garver Engineering.

Regular Agenda

- 1) New Business
In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
- 2) Adjournment

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of November 9, 2023, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran
City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment. D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email [City Clerk, Shannon Duran](mailto:sduran@bixbyok.gov) (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Consent Agenda Item Commentary

Item Title

Approve minutes for Bixby Public Works meeting date 10/23/23.

Initiator**Staff Information Source****Background****Exhibits**

1. BPWA Minutes 10.23.23

Key Issue**Council Action****Recommendation****Item No:** 1.**Meeting Date**

November 13, 2023

Meeting

20231113 Bixby Public Works Authority Agenda

Bixby Public Works Authority Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
October 23, 2023 at 6:00 PM

The agenda for the regularly scheduled meeting of the Bixby Public Works Authority of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on October 20, 2023, on or before 5:00 p.m.

Call to Order

Mayor Guthrie called the Bixby Public Works Authority Meeting to order at 7:46 p.m.

Roll Call

All members were present.

Consent Agenda

- 1) Minutes for the Bixby Public Works Authority meeting dated 10/9/23.
- 2) Consider and/or approve surplus equipment for various departments. (BPWA's portion).
- 3) Consider and/or take action on the approval and authorization for the Mayor to sign a Shared Utility Billing Agreement with Rural Water District No. 6 Okmulgee County.

Mayor Guthrie said Item 1-3 on the Consent Agenda is up for discussion and consideration.

Mayor Guthrie asks for a motion to approve items 1-3. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Carried:5-0

Ayes: Founds, Hirshey, Girard, Revelis, Guthrie

Nays: 0

Regular Agenda

- 1) New Business
In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
No new business to discuss.
- 2) Adjournment
An adjournment was called at 7:46 p.m.

Mayor

City Clerk

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve purchase order for \$60,000 to replace damaged fire hydrants

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: During the Fire Hydrant Inventory and Assessment Project, several Fire Hydrants were identified that were not working properly. As part of the repair projects, fire hydrants that are older than 1985 will be completely replaced. The City will purchase the fire hydrants and the Waterline Repair contractor will provide the labor.

EXHIBITS: None

KEY ISSUE: Fire Hydrant Repair

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 11/13/2023

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve Inter-Local Agreement with Broken Arrow Municipal Authority to share cost of Study for Supplemental Water Connection and approve \$50,000 design fee for Garver Engineering

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: Agreement between BAMA and BPWA to study inter-connection between the two water distribution systems as an alternative water supply. Garver Engineering will complete various hydraulic conditions/alternatives to study the feasibility of supplementing water service as needed by each community. The cost of the study is \$80,000, split equally between the two communities. Bixby will also pay an additional \$10,000 for updating Bixby's hydraulic model.

EXHIBITS: Agreement

KEY ISSUE: Supplemental Water Study

COUNCIL ACTION: Approve

RECOMMENDATION: Approve

ITEM NO: _____

MEETING DATE: 11-13-2023

MEETING: BPWA

**INTER-LOCAL AGREEMENT
BETWEEN
THE BIXBY PUBLIC WORKS AUTHORITY AND
THE BROKEN ARROW MUNICIPAL AUTHORITY
FOR
THE IDENTIFICATION OF RESPONSIBILITIES AND DUTIES REGARDING
THE OPERATIONS, MAINTENANCE, CONSTRUCTION, AND FINANCIAL
OBLIGATIONS FOR SUPPLEMENTAL WATER INFRASTRUCTURE
CONNECTION(S)**

This Agreement is made pursuant to the Inter-local Cooperative Act (74 O.S. § 1001, et seq.) by and between the Bixby Public Works Authority, (hereafter the "BPWA"), and the Broken Arrow Municipal Authority, (hereafter the "BAMA") for the following intents and purposes and subject to the following terms and conditions, to wit:

SECTION 1. – PURPOSE

WHEREAS, the BAMA and BPWA share a mutual desire to investigate the feasibility of providing redundancy between BAMA and BPWA water distribution systems via supplemental water infrastructure connection(s).

WHEREAS, the BAMA and BPWA individually exercise certain responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of water distribution infrastructure within each entity's jurisdiction; and

WHEREAS, these responsibilities and duties include, but are not limited to, the public water distribution infrastructure, such as waterlines, storage tanks, pumps, valves and other appurtenances; and,

WHEREAS, the BAMA and BPWA deem it is mutually beneficial to each party, as well as to the citizens of each party, to identify the responsibilities and duties regarding the operations, maintenance, construction, and financial obligations for water infrastructure connection(s) as described in Exhibit A; and,

NOW THEREFORE, BE IT AGREED that the two parties shall perform its responsibilities and duties for the supplemental water distribution infrastructure between BAMA and BPWA systems as defined above and detailed in the sections below.

SECTION 2. – RESPONSIBILITIES

2.1 The BAMA and BPWA accepts responsibilities and duties for all public right-of way regarding operation, maintenance, construction and financial obligation for water distribution infrastructure associated within the rights-of- way for water infrastructure connection(s) as described in Exhibit A; and,

2.2 The BAMA and BPWA accepts financial responsibilities and duties to investigate the feasibility of providing redundancy between BAMA and BPWA water distribution systems via supplemental water infrastructure connection(s) as described in Exhibit A.

SECTION 3. – EFFECTIVE DATE

3.1 This Agreement shall become effective upon signature of both parties.

SECTION 4. – TERMINATION

4.1 This Agreement may be terminated only by mutual agreement of both parties.

SECTION 5. – AMENDMENTS OR MODIFICATIONS

4.1 No changes, revisions, amendments, alternations or modifications to this Agreement shall be effective unless reduced to writing and mutually executed by both parties with the same formalities as are observed in the execution of this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Chairperson of the Broken Arrow Municipal Authority, has hereunto set her hand, for and on behalf of the Broken Arrow Municipal Authority and Bixby Public Works Authority has executed same pursuant to authority prescribed by law for Bixby Public Works Authority.

Broken Arrow Municipal Authority, on this _____ of _____, 2023, and Bixby Public Works Authority on the _____ day of _____, 2023.

BIXBY PUBLIC WORKS AUTHORITY

APPROVED AS TO FORM:

City Attorney

Jared Cottle, City Manager

ATTEST:

City Clerk

Mayor

Seal

BROKEN ARROW MUNICIPAL AUTHORITY

APPROVED AS TO FORM:

Debra Wimpee, Chairperson

Michael Spurgeon, General Manager

ATTEST:

Curtis Green, City Clerk



Graham Parker, Assistant City Attorney

Seal

**AGREEMENT SUMMARY
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

1.0 Professional Consulting Firm:

- 1.1 Name: Garver, LLC
- 1.2 Telephone No.: 918-250-5922
- 1.3 Address: 6100 S. Yale, Suite 1300, Tulsa, Oklahoma 74163

2.0 Project Name/Location: BIXBY SUPPLEMENTAL WATER CONNECTION STUDY

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to conduct a study for potential supplemental water connections between the Bixby Public Works Authority and OWNER water distribution systems (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$90,000
- 4.2 Agreement Time: As requested
- 4.3 Estimated Construction Cost: Not applicable

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (OWNER), represented by the City Manager, and GARVER, LLC, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY

PROJECT NUMBER: WL23100**

This AGREEMENT, including Attachment A through Attachment G, between the Broken Arrow Municipal Authority (OWNER) and Garver, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to conduct a study for potential supplemental water connections between the Bixby Public Works Authority and OWNER water distribution systems (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. OWNER represents that funding sources are in place with the available funds necessary to pay CONSULTANT in accordance with the terms of this Agreement. CONSULTANT shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws enforced as of the effective date of the AGREEMENT, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. Notwithstanding the foregoing, CONSULTANT is obligated to perform its professional services in accordance with care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances in a similar locality with respect to the laws, codes, regulations, design criteria and construction specifications as the sole performance requirements and/or warranty that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

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

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

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

consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT ("Deliverables") as part of the SERVICES shall remain the property of CONSULTANT, subject to the terms and conditions stated herein. Upon payment in full, CONSULTANT shall grant OWNER an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this Agreement. To the extent allowed under applicable law, OWNER shall defend, indemnify and hold harmless CONSULTANT and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables for any other project. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER, pursuant to a non-exclusive license to use the work product for project purposes only.

Electronic Media. OWNER hereby agrees that all electronic media, including CADD files ("Electronic Media"), are tools used solely for the preparation of the Deliverables. Upon OWNER'S written request, CONSULTANT will furnish to OWNER copies of Electronic Media to the extent included as part of the services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the OWNER'S software or hardware. Because Electronic Media can be altered, either intentionally

or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, OWNER shall indemnify and hold CONSULTANT, CONSULTANT'S subconsultants, and their personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in OWNER'S possession or released to others by OWNER. CONSULTANT'S sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to CONSULTANT within thirty (30) days after delivery to OWNER.

Property Rights. All intellectual property rights of a party, including copyright, patent, and reuse ("Intellectual Property"), shall remain the Intellectual Property of that party. CONSULTANT shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of CONSULTANT or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom. OWNER hereby conveys a limited license for use of any Intellectual Property provided by OWNER under this AGREEMENT to CONSULTANT and to the Bixby Public Works Authority, Oklahoma, said license effective only in the operation and maintenance of the PROJECT for which it was provided.

License. Upon OWNER fulfilling its payment obligations under this Agreement, CONSULTANT hereby grants OWNER a license to use the Intellectual Property, but only in the operation and maintenance of the PROJECT for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this PROJECT or on any other project, unless under the direction of CONSULTANT, shall be without liability to CONSULTANT and CONSULTANT'S subconsultants. To the extent permitted by applicable law, OWNER shall indemnify and hold CONSULTANT, CONSULTANT'S subconsultants, and their personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of OWNER'S use of the Intellectual Property contrary to the rights permitted herein.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

Notwithstanding any provision to the contrary, CONSULTANT may be entitled to an equitable adjustment in the AGREEMENT price and project schedule for impacts to the SERVICES resulting from events beyond CONSULTANT's control.

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Ms. Emily Rowland
Capital Projects Engineer

CONSULTANT: Garver, LLC
6100 S. Yale, Suite 1300
Tulsa, Oklahoma 74136
918-250-5922

Contact Name: Bryce Callies, PE
Project Manager

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

ARTICLE 26 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Attachment A – Scope of Services
- Attachment B – Organization of Submittal Documents
- Attachment C – Compensation
- Attachment D – Owner's Responsibilities and Special Conditions
- Attachment E – Project Schedule
- Attachment F – Rate Schedule

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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____ 2023.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to assist the OWNER in conducting a study for potential supplemental water connections between the Bixby Public Works Authority and OWNER water distribution systems.
- 1.2 The OWNER has identified two potential connection locations to be evaluated as part of this study:
 - 1.2.1 Connection 1 – West Florence Street and South Mingo Road
 - 1.2.2 Connection 2 – Aspen Avenue crossing the Arkansas River
 - 1.2.3 The OWNER will supply current and 20-year water demands, including the anticipated location of future demands.

2.0 SCOPE OF SERVICES

- 2.1 PROJECT MANAGEMENT: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 2.1.1 Document important decisions discussed in meetings, conferences, coordination, conversations, etc. and send documentation to OWNER within seven (7) calendar days.
 - 2.1.2 To maintain consistent communications and keep the OWNER well-informed on project progress, CONSULTANT will provide the following project management services over the project duration:
 - a. Monthly project progress and schedule updates
 - b. Prepare and submit monthly invoices for progress payments
 - c. Project meetings, agenda, and meeting notes, to include:
 - i. One (1) kickoff meeting
 - ii. One (1) Workshop for the Supplemental Connection Study
 - iii. One (1) virtual meeting to review the Draft Supplemental Connection Study Technical Memorandum
 - 2.1.3 Project Kickoff: CONSULTANT will conduct a project kickoff meeting. This meeting will serve as the beginning of the project. CONSULTANT will develop meeting minutes for the kickoff meeting to be used as a design guide for the project. CONSULTANT will provide a data request to gather necessary information for the project's completion.
 - 2.1.4 Develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan.

2.2 HYDRAULIC MODELING

- 2.2.1 CONSULTANT will develop a written request to the OWNER for information that includes GIS files, hydraulic models, historical records, as well as previous water distribution system engineering reports. All information provided to CONSULTANT by the OWNER and the Bixby Public Works Authority is assumed correct to the best of their knowledge.
- 2.2.2 CONSULTANT will add the elements of the Bixby Public Works Authority's hydraulic model to the current version of the OWNER's hydraulic model and add Connections 1 and 2 linking the two systems. CONSULTANT will update model controls as necessary to reflect average day and maximum day operations for the Bixby Public Works Authority's system.
- 2.2.3 CONSULTANT will complete hydraulic evaluations for combinations of the following conditions/alternatives for up to 40 scenarios with each distribution system's hydraulic model:
 - a. Simulation Options
 - i. Extended Period Simulation (EPS)
 - ii. Water Age (up to 4 scenarios)
 - iii. Source Trace (up to 4 scenarios)
 - b. Demand Conditions
 - i. 2023 Average Day
 - ii. 2023 Maximum Day
 - iii. 2043 Average Day
 - iv. 2043 Maximum Day
 - c. Connections
 - i. None
 - ii. Connection 1
 - iii. Connections 1 & 2
 - d. Flow from BAMA to Bixby
 - i. Verdigris River Water Treatment Plant (WTP)
 - ii. Verdigris River WTP plus Tulsa Supply to BAMA
 - iii. With Tulsa Supply to Bixby
 - iv. Without Tulsa Supply to Bixby
 - e. Flow from Bixby to BAMA
 - i. Tulsa Supply with booster stations
 - ii. Tulsa Supply without booster stations
 - iii. With Tulsa Supply to Bixby
 - iv. With future Bixby source of supply
- 2.2.4 CONSULTANT will create a summary table showing the range of pressure and velocity model results for the modeled scenarios. CONSULTANT will create exhibits of all the hydraulic model results, and the CONSULTANT will create exhibits for the following results for consideration in the supplemental connection evaluation:
 - a. Minimum/maximum pressure (up to 8 scenarios)
 - b. Maximum pipe velocity (up to 8 scenarios)
 - c. Water age (up to 4 scenarios)
 - d. Source trace (up to 4 scenarios)
- 2.2.5 CONSULTANT will provide QA/QC according to the PMP.

2.3 CONNECTION STUDY TECHNICAL MEMORANDUM

- 2.3.1 CONSULTANT will prepare conceptual site map exhibits and cost estimates for Connections 1 and 2. The conceptual site maps will show straight connections between the nearest points of the OWNER and Bixby Public Works Authority water systems and any structures or vaults that will be located between the systems. The cost estimates will be based on the preliminary pipe lengths and the capacity of control valve and/or pump facilities. The conceptual cost estimate will be a Class 5 estimate as defined by the Associate for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for concept screening. The expected accuracy range for the estimates is -50% to +100% of the estimated values.
- 2.3.2 Connection Study Workshop: CONSULTANT will conduct a Workshop with the OWNER to discuss modeling results, map exhibits, and cost estimates. CONSULTANT will generate minutes from the meeting and collect OWNER's comments.
- 2.3.3 CONSULTANT will prepare a Draft Supplemental Connection Study TM that includes a summary of the preceding tasks. The TM will document the following:
 - a. Hydraulic model results table and exhibits
 - b. Conceptual Site Maps and Cost Estimates for Connections 1 and 2
- 2.3.4 Draft TM Review Virtual Meeting: CONSULTANT will conduct a virtual meeting with the OWNER to review the Draft TM. CONSULTANT will generate minutes from the meeting and collect OWNER's comments.
- 2.3.5 Final Connection Study TM: Consultant will incorporate OWNER's review comments agreed to by CONSULTANT in the final TM.
- 2.3.6 CONSULTANT will provide QA/QC according to the PMP.

2.4 Extra Work

The following items are not anticipated to be required for this project, and are therefore not included under this agreement, but will be considered as extra work if needed:

- 2.4.1 Design services
- 2.4.2 Water quality testing
- 2.4.3 Construction phase services
- 2.4.4 Environmental services
- 2.4.5 Financial assistance
- 2.4.6 Operations support services
- 2.4.7 Warranty assistance services
- 2.4.8 Material testing services
- 2.4.9 Submittals or deliverables in addition to those listed herein
- 2.4.10 Utility location services or design of utility relocations
- 2.4.11 Operational audit/optimization
- 2.4.12 Negotiation with landowners for easements
- 2.4.13 Condemnation assistance
- 2.4.14 Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- 2.4.15 Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
- 2.4.16 Public outreach
- 2.4.17 Geotechnical services
- 2.4.18 Property acquisition
- 2.4.19 Purchase agreements
- 2.4.20 Design of SCADA and/or controls
- 2.4.21 Development of population and water demand projections in addition to those listed herein.
- 2.4.22 Pipe alignment evaluations
- 2.4.23 New surface water or ground water supply feasibility analysis

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the CONSULTANT.

END OF ATTACHMENT A

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents shall be made part of this AGREEMENT dated the ____ day of _____ 2023.

The following documents shall be submitted as deliverables for the project:

1. Draft Technical Memorandum – Bixby Supplemental Water Connection Study
 - a. Electronic PDF copy
2. Final Memorandum – Bixby Supplemental Water Connection Study
 - a. Electronic PDF copy
3. Hydraulic Model files

END OF ATTACHMENT B

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall be made a part of the AGREEMENT dated the ____ day of _____ 2023.

1.0 BASIC COMPENSATION

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

- 1.1 Study Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$80,000.00 for the completion of the Supplemental Water Connection Study. This is broken down in the following tasks:

	BAMA	Bixby	Total
TASK 1 - Project Management	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00
TASK 2 - Hydraulic Modeling	\$ 17,500.00	\$ 17,500.00	\$ 35,000.00
TASK 3 - Supplemental Water Connection Study	\$ 17,000.00	\$ 17,000.00	\$ 34,000.00

This contract amount includes all labor, materials, overhead, and profit associated with this scope of services.

- 1.2 Hourly Tasks: OWNER shall pay CONSULTANT on an hourly basis (based on the rates set forth in Attachment F) and expenses including subconsultants not to exceed amount for the completion of the following services as directed by OWNER:

	BAMA	Bixby	Total
TASK 4 - Bixby Model Update	\$ 0.00	\$ 10,000.00	\$ 10,000.00

This amount includes all labor, material, overhead and profit associated with the SERVICES. If effort exceeds \$10,000, additional work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the CONSULTANT.

- 1.3 Design Phase Payment: The OWNER may negotiate professional services fee with CONSULTANT at the OWNER'S discretion.
- 1.4 Construction Phase Payment: The OWNER may negotiate professional services fee with CONSULTANT at the OWNER'S discretion.
- 1.5 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

Additional services, if authorized in writing, will be compensated on an hourly rate basis at raw salary rate times a multiplier of 3.2 plus incurred expenses for reproduction, travel and direct costs.

3.0 REPRODUCTION

All charges for reproduction shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

4.0 MILEAGE

All direct costs shall be compensated on a direct cost basis under Basic Compensation of the Professional Consultant.

5.0 DIRECT COSTS

All Direct Costs shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall be revised annually at a rate no greater than 6%, unless otherwise mutually agreed upon by both parties.

7.0 EXTRA WORK- The following items are not included under this agreement but will be considered as extra work:

1. Design services
2. Water quality testing
3. Construction phase services
4. Environmental services
5. Financial assistance
6. Operations support services
7. Warranty assistance services
8. Material testing services
9. Submittals or deliverables in addition to those listed herein
10. Utility location services or design of utility relocations
11. Operational audit/optimization
12. Negotiation with landowners for easements
13. Condemnation assistance
14. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally)

significant items.

15. Coordination with FEMA and preparation/submittal of CLOMR and/or LOMR
16. Public outreach
17. Geotechnical services
18. Property acquisition
19. Purchase agreements
20. Design of SCADA and/or controls
21. Population and water demand projections
22. Population and water demand projections
23. Pipe alignment evaluations

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF ATTACHMENT C

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following Owner's responsibilities shall be made a part of the AGREEMENT dated the ____ day of _____ 2023.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 NONE

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BIXBY SUPPLEMENTAL WATER CONNECTION STUDY
PROJECT NUMBER: WL23100**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2023.

1.0 SUPPLEMENTAL CONNECTION STUDY

Task Description	Schedule
Kickoff Meeting	7 days from Notice to Proceed (NTP)
Data Request	7 days from NTP
Hydraulic Modeling	60 days from receipt of data
Connection Study Workshop	30 days from completion of Hydraulic Modeling
Draft Connection Study Technical Memorandum (TM)	30 days from Connection Study Workshop
Draft Connection Study TM Review Meeting	14 days from completion of Draft Connection Study TM
Final Connection Study TM	14 days from receipt of Owner's draft TM comments

END OF ATTACHMENT E

ATTACHMENT F
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BASS PRO BOOSTER PUMP STATION REPLACEMENT PROJECT
PROJECT NUMBER: WL23100



Attachment F
Broken Arrow Municipal Authority
Bixby Supplemental Water Connection Study
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 120.00	RS-1	\$ 96.00
E-2	\$ 139.00	RS-2	\$ 133.00
E-3	\$ 168.00	RS-3	\$ 188.00
E-4	\$ 196.00	RS-4	\$ 246.00
E-5	\$ 239.00	RS-5	\$ 308.00
E-6	\$ 294.00	RS-6	\$ 379.00
E-7	\$ 398.00	RS-7	\$ 431.00
Planners		Environmental Specialists	
P-1	\$ 144.00	ES-1	\$ 96.00
P-2	\$ 181.00	ES-2	\$ 127.00
P-3	\$ 225.00	ES-3	\$ 154.00
P-4	\$ 251.00	ES-4	\$ 191.00
P-5	\$ 290.00	ES-5	\$ 240.00
Designers		ES-6	\$ 293.00
D-1	\$ 112.00	ES-7	\$ 376.00
D-2	\$ 131.00	ES-8	\$ 425.00
D-3	\$ 156.00	Project Controls	
D-4	\$ 181.00	PC-1	\$ 99.00
Technicians		PC-2	\$ 136.00
T-1	\$ 87.00	PC-3	\$ 173.00
T-2	\$ 111.00	PC-4	\$ 222.00
T-3	\$ 135.00	PC-5	\$ 271.00
T-4	\$ 170.00	PC-6	\$ 333.00
Surveyors		PC-7	\$ 428.00
S-1	\$ 54.00	Administration / Management	
S-2	\$ 71.00	AM-1	\$ 69.00
S-3	\$ 95.00	AM-2	\$ 93.00
S-4	\$ 137.00	AM-3	\$ 130.00
S-5	\$ 181.00	AM-4	\$ 165.00
S-6	\$ 206.00	AM-5	\$ 203.00
2-Man Crew (Survey)	\$ 207.00	AM-6	\$ 250.00
3-Man Crew (Survey)	\$ 261.00	AM-7	\$ 301.00
2-Man Crew (GPS Survey)	\$ 227.00	M-1	\$ 481.00
3-Man Crew (GPS Survey)	\$ 281.00		
Construction Observation			
C-1	\$ 106.00		
C-2	\$ 136.00		
C-3	\$ 166.00		
C-4	\$ 204.00		
C-5	\$ 244.00		

Regular Agenda Item Commentary

Item Title

New Business

In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

Initiator**Staff Information Source****Background****Exhibits****Key Issue****Council Action****Recommendation****Item No:** 1.**Meeting Date**

November 13, 2023

Meeting

20231113 Bixby Public Works Authority Agenda