
A. MEETING CONVENED

1. CALL TO ORDER:
2. INVOCATION:
3. PLEDGE OF ALLEGIANCE:
4. ROLL CALL:
5. DETERMINATION OF QUORUM:

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. DEVELOPMENT AGREEMENT.

Discuss and vote on a motion regarding the approval of the Development Agreement with Shaz Investment Group, LLC, requesting water service and extension off of NW 16th Street and North County Line Road to serve a proposed subdivision comprising of 225 lots on 180 acres located in a part of the South Half of Section 12-T9N-R5W, Grady County.

2. RESOLUTION.

Discuss and vote on a motion to approve a Resolution adopting new BMIA Fees to include a water infrastructure fee of eight (8%) percent; sewer infrastructure fee of Seven dollars (\$7.00) per customer; and a \$.25 per meter for water testing as required by EPA/DEQ Mandate.

3. RESOLUTION.

Discuss and vote on a motion to approve a Resolution establishing rates and costs charged by the BMIA for utility services.

4. RESOLUTION.

Discuss and vote on a motion to approve a Resolution amending the BMIA Fee Schedule for FYE2024.

5. SEWER EXEMPTION.

Discuss and vote on a motion to approve a request from Allied Core Construction for an exemption from connecting to the city's sanitary sewer for a commercial development on South Tyler Avenue.

CORRECTION:

6. NOTICE OF VIOLATION.

Discuss and vote on a motion, as desired, to accept the Notice of Violation

from DEQ.

ADDENDUM:

7. ENGINEERING AGREEMENT.

Discuss and vote on a motion to approve an engineering agreement in the amount of \$55,000 with Glenn Sullivan & Associates to provide engineering services for the design of the Chlorination/dechlorination and discharge facilities at the lagoons.

C. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of regular pre-meeting minutes of 26 September 2023.
2. **APPROVAL** of regular meeting minutes of 26 September 2023.
3. **APPROVAL** of special joint meeting minutes of 3 October 2023.
4. **APPROVAL** of special joint meeting minutes of 10 October 2023.
5. **APPROVAL** of special joint meeting minutes of 13 October 2023.
6. **ACKNOWLEDGE** payment of FYE2024 Claims and Expenditures in the total amount of \$607,173.80.
7. **ACKNOWLEDGE** payment of FYE2023 Payrolls in the amount of \$45,258.43.
8. **ACCEPTANCE** of September 2023 Financial Report.

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

F. TRUSTEE/STAFF COMMENTS

This item is listed to provide an opportunity for the Board of Trustees and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

G. ADJOURNMENT



Robert Floyd <citymanager@cityofblanchard.us>

Agenda Item

1 message

kenneth.sullivan@icloud.com <kenneth.sullivan@icloud.com>
To: Robert Floyd <citymanager@cityofblanchard.us>
Cc: glenns2@icloud.com

Fri, Oct 20, 2023 at 11:18 AM

Robert,

Please add an agenda item to hire GSA for design of the Chlorination/dechlorination and discharge facilities at the lagoons.

Kenneth C. Sullivan

Glenn Sullivan & Associates, Inc.

P.O. Box 720368

Norman, OK 73070

O 405-321-7232

C 405-802-8004

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AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this **24th** day of **October, 2023** by and between **the Blanchard Municipal Improvement Authority**, hereafter referred to as the OWNER, and **Glenn Sullivan & Associates, Inc.**, hereinafter referred to as the ENGINEER: THE OWNER intends to **Construct New Chlorination/Dechlorination and Discharge Facilities**, in **McClain County, State of Oklahoma**, for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will furnish a topographic survey and attempt to locate all utilities. The ENGINEER will complete the detailed design of the project, prepare construction drawings, specifications, and contract documents, and prepare a final cost estimate based on the final design for the entire system.
2. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
3. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER up to five sets of the drawings, specifications, and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
4. The drawings prepared by the ENGINEER under the provisions of Section A-1 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, up to three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
5. The ENGINEER will attend the bid opening, if requested, tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
6. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
7. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
8. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
9. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.

11. Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
12. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
13. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, the funding Agency, and others on a timely basis.
14. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and the funding Agency. The ENGINEER shall submit a statement of completion to the OWNER and the funding Agency along with the final pay request.
15. The ENGINEER will provide the OWNER with one set of digital record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
16. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
17. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of completion of the facility.

SECTION B - INSPECTION SERVICES

Roles and Responsibilities of the Resident Inspector:

1. Acts as the Owner's on-site representative.
2. Communicates as necessary with the engineer and contractor's superintendent in a timely and productive manner. Transmits the engineer's interpretations of the plans and specifications to the contractor. Transmits the contractor's suggestions for modifications to the engineer. Immediately alerts both the engineer and contractor when any work appears to be out-of-compliance with contract documents or with normal construction practices.
3. Observes work-in-progress and constantly compares it to what is specified and shown on the plans.
4. Compares approved submittals to corresponding materials and equipment upon delivery. Notifies Engineer and Contractor if any material or equipment is delivered or installed before approval of all required and related submittals.
5. Verifies that required tests of materials and equipment are performed in accordance with contract documents and confirms that results meet the requirements of the contract documents. Provides advance notification to Engineer of scheduled testing. Provides notification to Owner and Engineer of failed testing.
6. Marks up a set of plans as construction progresses to assist the Engineer in preparing As Built Drawings. Establishes a mark-up color chart with Engineer at Project initiation for drawing deletions, additions, comments, etc.
7. Reviews Contractor's pay estimates and provides comments to Engineer regarding the accuracy and correctness of quantities claimed and materials stored.
8. Assists Engineer in preparing a Punch List of observed items requiring correction and verifies correction of punch list items prior to final inspection.
9. Limitations of Inspector's Authority
 - (a) Does not authorize deviations from the contract documents.
 - (b) Does not undertake any of the responsibilities of the Contractor, Subcontractors, Engineer or Owner.
 - (c) Does not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
 - (d) Does not authorize the Owner to occupy the project in whole or in part.
 - (e) Does not participate in specialized field or laboratory tests unless authorized to do so.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for the topographic survey and utility line locate services in the amount of: **Ten Thousand and No/100** Dollars (**\$10,000.00**).
2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of: **Thirty-five Thousand and No/100** Dollars (**\$35,000.00**).
3. The ENGINEER will render to OWNER for such services an itemized bill, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 20th day of the following period.

SECTION D - COMPENSATION FOR RESIDENT INSPECTION

1. When the ENGINEER provides resident inspection, the OWNER shall compensate the ENGINEER in the amount of: **Ten Thousand and No/100** Dollars (**\$10,000.00**).
2. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 20th day of the following period.

SECTION E - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the funding Agency.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding Agency, except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-8.
8. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required for \$_____.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by the funding Agency prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$10,000.

The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION F - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12% per annum from said 60th day, not to exceed an annual rate of 12 percent.

SECTION G - SPECIAL PROVISIONS

SECTION H – EXECUTION OF AGREEMENT

This Agreement shall become effective once the two parties listed below, OWNER and ENGINEER, have signed with their signatures properly attested to:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

OWNER:


By _____

Type Name Michael Scalf

Title Chairman

Date October 24, 2023

ENGINEER:

By 

Type Name Kenneth C. Sullivan

Title Vice President

Date October 20, 2023