TULSA DEVELOPMENT AUTHORITY BOARD MEETING
STAFF REPORT

MEETING DATE: May 2, 2019
TO: Chairman and Board Members
FROM: Office of Tulsa Development Authority
SUBJECT: Ross Group Development, LLC – Utility Relocation

Background: Owner: Ross Group Development, LLC
Developer: Ross Group Development, LLC
Engineer: Matt Newman
Location: Northwest Corner of East Archer Street and North Elgin Avenue, Tulsa, Oklahoma – Block 44 Property
Size of Tract: ------- acres
Number of Lots: N/A
Development Area: Greenwood District
Fair Market Value: $500,000.00
Executive Director: O.C. Walker

Relevant Info: This is a request from Ross Group Development, LLC to the TDA Board authorizing a Resolution issuing the First (1st) Advance Request for the Block 44 Project, for utility relocation assistance.

The TDA Board of Commissioners previously approved Resolution No. 6482 on September 6, 2018, approving a First Amendment to a Contract for Sale with Ross Group, dated November 2, 2017, for redevelopment of the property.

The request for $77,698.00 represents 50% completion of the utility relocation.

According to the Agreement between Tulsa Development Authority and Ross Group, this requires Board action to process any advance request.

Attachments: April 25, 2019 letter from Ross Group requesting Advance Request No. 1
Advance Request No. 1
Certificate of Liability Insurance.

Recommendations: Staff recommends that the TDA Board authorize a Resolution issuing Advance Request No. 1 for the Block 44 Utility Relocation Project.

Reviewed By: O.C. Walker
## Sources

<table>
<thead>
<tr>
<th>Sources</th>
<th>Budget</th>
<th>August</th>
<th>September</th>
<th>November</th>
<th>December</th>
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## Uses

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ATTACHMENT “A” - ADVANCE REQUEST

Pursuant to the Redevelopment Agreement dated September 06, 2018, as amended (the “Redevelopment Agreement”), by The Tulsa Development Authority (“TDA”) and ROSS GROUP DEVELOPMENT, LLC, and VALLEY NATIONAL BANK (“Developer”), Developer hereby requests an Advance in the amount of $77,698.00 for the account of Developer from the account in the City of Tulsa established for the Overhead Public Utility Line Relocation Project Redevelopment Agreement.

Developer does hereby certify to the TDA that, as of the date hereof: (i) the representations in the Redevelopment Agreement are hereby ratified and confirmed, (ii) the requested Advance herein is for the pro rata share of the Expenditures Eligible for Reimbursement of Development Costs (as defined in the Redevelopment Agreement), (iii) there exists no default in or breach of the terms and provisions of the Redevelopment Agreement by Developer, (iv) the Redevelopment Agreement is in full force and effect, and (v) all conditions precedent to payment of the requested Advance herein have been met and payment of the Advance requested herein is proper pursuant to the terms of the Redevelopment Agreement, (vi) attached hereto are copies of the AIA form (when applicable), architect certification of the percentage of completion of the Project, schedule of values for all elements of work performed, invoices, and other documentation required to be received by TDA under the Redevelopment Agreement in connection with such Expenditures Eligible for Reimbursement, (vii) there has not been filed with or served upon TDA notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such invoices, which have not been released or will not be released simultaneously with the payment of such obligation, and (viii) TDA has received from Developer all documents required by the Redevelopment Agreement, including, but not limited to the certificate evidencing all-risk builders risk insurance.

Dated this 24 day of April, 2019.

ROSS GROUP DEVELOPMENT, LLC

By: __________________________
    Warren Ross, Manager

Dated this 24 day of April, 2019.

The above Advance Request is hereby approved this _________ day of _________, 2019.

TULSA DEVELOPMENT AUTHORITY

By: __________________________
    Executive Director
APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: PHSD Investments, LLC
PROJECT: Elgin Ave Overhead Lines
APPLICATION NUMBER: 0003
INVOICE NUMBER: 23-Jan-19
APPLICATION DATE: 23-Jan-19
PERIOD FROM: 1-Jan-19
PERIOD TO: 31-Jan-19
PROJECT NO: 04637.10
CONTRACT NUMBER: 236220
CONTRACT DATE: 26-Sep-18

CONTRACTOR: Ross Group
ARCHITECT: KKT ARCHITECTS, INC.
CONTRACTOR'S PROJECT NO: 4637.10
PROJECT NO: 236220

CONTRACTOR’S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM $ 585,300.00
2. NET CHANGE BY CHANGE ORDERS $ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ 585,300.00
4. TOTAL COMPLETED & STORED TO DATE $ 451,575.00
5. RETAINAGE:
   a. 10% of Completed Work $ 45,157.50
   b. 0% of Stored Material $ 0.00
   TOTAL RETAINAGE $ 45,157.50
6. TOTAL EARNED LESS RETAINAGE $ 406,417.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 286,065.00
8. CURRENT PAYMENT DUE (Line 6 less Line 7) $ 120,352.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 178,882.50

TOTAL EARNED LESS RETAINAGE $ 406,417.50
AMOUNT CERTIFIED . . . One Hundred Twenty Thousand Three Hundred Fifty Two Dollars and Fifty Cents

CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ross Group
By: ____________________________ Date: 1/25/19

State of: ____________________________ County of: __________
Subscribed and sworn to before me this ______ day of __________, 2019
Notary Public: ____________________________
My Commission expires: ____________________________

TOTALS $ 0.00

CHANGE ORDER SUMMARY

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<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
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<td>Total approved this Month</td>
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<td>TOTALS</td>
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<td>NET CHANGES by Change Order</td>
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</table>
Application and Certification for Payment, containing

Application No: 0003
Application Date: 1/23/19
Period To: 1/31/19
Project No: 04637.10

Use Column J on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>Description of Work</th>
<th>Scheduled Value</th>
<th>Work Completed From Previous Application (D+E)</th>
<th>Work Completed This Period</th>
<th>Materials Presently Stored (Not in D or E)</th>
<th>Total Completed and Stored To Date (D+E+F)</th>
<th>% Balance To Finish (G+C)</th>
<th>Retainage Rate (I-F)</th>
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Cell: (425) 773-7852
Office: (918) 873-2835
Date: February 28, 2019
Prepared By: Felipe Verkes-Medina

Data Date: March 21, 2019
Contract No. DBIA Dated September 26, 2018
Tulsa, OK
Overhead Power Line Burial

Payment Application 4
APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: PHSD Investments, LLC
2201 N 77th E Ave
Tulsa, OK 74115

PROJECT: Elgin Ave Overhead Lines
2 N Elgin
Tulsa, OK 74120

ARCHITECT: KKT ARCHITECTS, INC.
2200 S UTICA PL, SUITE 200
TULSA, OK 74114-7020

APPLICATION NUMBER: 0004
INVOICE NUMBER: 
APPLICATION DATE: 21-Mar-19
PERIOD FROM: 1-Feb-19
PERIOD TO: 28-Feb-19
PROJECT NO: 04637.10
CONTRACT NUMBER: 236220
CONTRACT DATE: 26-Sep-16

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM $585,300.00

2. NET CHANGE BY CHANGE ORDERS
   (Line 1 + Line 2) $0.00

3. CONTRACT SUM TO DATE (Line 1 + Line 2) $585,300.00

4. TOTAL COMPLETED & STORED TO DATE $585,300.00

5. RETAINAGE:
   a. 10% of Completed Work $58,530.00
   b. 0% of Stored Material $0.00

   TOTAL RETAINAGE $58,530.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $526,770.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $406,417.50

8. CURRENT PAYMENT DUE (Line 6 less Line 7) $120,352.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $58,530.00

CHANGE ORDER SUMMARY

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<th>CHANGES</th>
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<td>Total approved by Owner</td>
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<td>NET CHANGES by Change Order</td>
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . One Hundred Twenty Thousand Three Hundred Fifty Two Dollars and Fifty Cents

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
### CONTINUATION SHEET

**APPLICATION AND CERTIFICATION FOR PAYMENT,** containing Contractor’s signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column J on Contracts where variable retainage for line items may apply.

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<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>FROM PREVIOUS APPLICATION (D + E)</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
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<th>RETAINAGE (IF VARIABLE RATE)</th>
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<td>Excavation &amp; Backfill</td>
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My Commission Expires: 6/8/2020

Putnamville
Notary Public

Subscribed and sworn to before the 21st day of March 2019.

IS:

CEO

signature:

By:

David Thomas

Contractor: The Ross Group Construction Corp.

Payment by the Contractor this release becomes in full force and effect.

By receipt of said check or certified check of amount of Five Hundred Twenty Dollars ($520.00) and on receipt of said receipt is given in order to induce payment of RG Invoice dated March 21, 2019 for construction work in the amount.

Legal owner, from any further liability in connection with materials, labor and services furnished by the Contractor.

The Contractor upon actual receipt of payment is hereby released, hereby releases PHSI Investments, LLC and the Contractor, who are discharged, from any and all claims, liens or claims by anyone who furnished materials, labor or services furnished by the Contractor for use in said job and the premises of the above named job cannot be made subject to any valid lien or claim.

The Contractor certifies that all materials, labor and services furnished by him through this release are paid for in full.

Take notice that the Ross Group Construction Corp. has been employed and has furnished the material that is now

RELEASE OF LIEN OF PAYMENT
KKT Architects, Inc.
2200 S. Utica Pl., Suite 200
Tulsa, OK 74114-7020
918-744-4270

Ross Group
PO Box 690960
Tulsa, OK 74169-0960
Matt Newman

Invoice number 48504
KKT Project ID C170559
Date 09/05/2018

Project AEP Feeder Relocation - North of E. Brady & South of E. Archer along S. Elgin

Professional Services through 08/21/2018

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Invoice total $6,740.00
## Professional Services through 09/18/2018

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**Invoice total** $7,010.00
KKT Architects, Inc.
2200 S. Utica Pl., Suite 200
Tulsa, OK 74114-7020
918-744-4270

Ross Group
PO Box 690960
Tulsa, OK 74169-0960
Matt Newman

Invoice number 48926
KKT Project ID C170559
Date 12/06/2018

Project AEP Feeder Relocation - North of E. Brady & South of E. Archer along S. Elgin

Professional Services through 11/27/2018

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**Invoice total $1,200.00**

REJECTED
O/Ctrct Amt No Ctrct Insur
Other EXTRA
KKT Architects, Inc.
2200 S. Utica Pl., Suite 200
Tulsa, OK 74114-7020
918-744-4270

Ross Group
PO Box 690960
Tulsa, OK 74169-0960
Matt Newman

Invoice number 49416
KKT Project ID C170559
Date 03/13/2019

Project AEP Feeder Relocation - North of E. Brady & South of E. Archer along S. Elgin

Professional Services through 03/05/2019

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Invoice total $880.00

REJECTED
O/Ctct Amt No Ctct Insur
Other EXTRA

Ross Group
Invoice number 49416
Invoice date 03/13/2019
Page 1
Public Service Company of Oklahoma
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

The Ross Group Construction Corporation
Service: 2 N ELGIN AVE
TULSA, OK
Contract #: DM8S00000462142
Work Request #: 7246866
Date: 2/7/2019

Mailing: PO Box 690960
Tulsa, OK 74169-0960

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: Install one 3PA FTE, one 1PA transformer, and two runs of UG primary for UG feeder burial and construction temp service.

Additionally, the Customer has requested Premium Service as follows:

Public Service Company of Oklahoma (hereinafter referred to as "Company") agrees to install and maintain all company owned facilities to provide requested service as described in the Basic Service Description.

Customer agrees to meet all requirements of the PEO Engineer, and all local, state, and federal codes.

In accordance with the Company's terms and conditions as filed with the Oklahoma Corporation Commission the Customer agrees to pay Public Service Company of Oklahoma as follows:

1. $7,349.20 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 02/07/2019, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 05/08/2019

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer: **PHSD Investments, LLC**

By: ___________________________

Signature: _______________________

Title: ___________________________

Date: ___________________________

Company: _______________________

By: ___________________________

Signature: _______________________

Title: ___________________________

Date: ___________________________