

AMENDMENT NO. 2
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 18-2

THIS AMENDMENT No. 2, to the Agreement for Professional Engineering Services is made and entered into this ____ day of _____, 20____, between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Holloway, Updike, and Bellen, Inc., an incorporation organized under the law of the State of Oklahoma, hereinafter referred to as **ENGINEER**;

WITNESSETH:

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated November 15, 2017, under which the **ENGINEER** was to provide professional services to replace certain capital equipment identified in the strategic asset management plan, hereinafter referred to as the **AGREEMENT**, and

WHEREAS, **AUTHORITY** requires certain additional professional services in connection with the **PROJECT**, hereinafter referred to as the **SERVICES**, thereby necessitating the amending of the Agreement;

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

WHEREAS, funding is available for the **PROJECT** under Account Number 9508900-541101;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree to amend the Agreement as follows:

- 1.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the **SERVICES**, described in Attachment B-2, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 2**.
- 2.0 COMPENSATION. The **AUTHORITY** and the **ENGINEER** agree that the **ENGINEER** shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D-2, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 2**.

3.0 All other terms and conditions of the Agreement of November 15, 2017, as amended, shall remain in full force and effect.

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.

(SEAL)

ATTEST:


Tiffany Hilton, Assistant Secretary

Holloway, Updike and Bellen, Inc.
(ENGINEER)


Stephen Tolar, Vice President

Date 10-4-2019

(SEAL)

APPROVED:

REGIONAL METROPOLITAN UTILITY
AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority

City Engineer

RECOMMENDED:

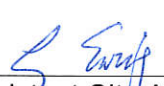
Broken Arrow Municipal Authority, Chairman

City of Broken Arrow, City Manager

ATTEST:

APPROVED AS TO FORM:

(Seal) Broken Arrow Municipal
Authority Secretary

 10-4-19
Assistant City Attorney

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RMUA PROJECT NO. WPC 18-2
SCOPE OF SERVICES
ATTACHMENT B-2

B. SCOPE OF SERVICES. The Scope of Services shall be amended to include the following:

B.1 Engineer will prepare plans and specifications for replacement of fiscal year 2020 equipment listed in Exhibit 1. All provisions identified in Scope of Services; Phase No. 1, Preliminary Design; Phase No. 2, Final Design; and Phase No. 3, General Services During Construction shall apply to development of plans and specifications and project management associated with identified fiscal year 2020 equipment.

SCHEDULE. ENGINEER agrees to complete all work described above within the timeframes outlined in Exhibit 2, Project Schedule.

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RMUA PROJECT NO. WPC 18-2
ATTACHMENT D-2
COMPENSATION FOR ADDITIONAL SERVICES

D. COMPENSATION.

ENGINEER shall be paid as compensation for the professional services set forth in this Amendment No. 2 and itemized in Exhibit 3 (Fee Schedule), an amount not to exceed forty-two thousand six hundred and 00/100 Dollars (\$42,600.00).

The ENGINEER acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and modified by Amendment No. 1 and Amendment No. 2:

Original Contract Amount	\$44,600.00
Amendment No. 1	\$40,800.00
Amendment No. 2	<u>\$42,600.00</u>
Total Amended Contract Amount	<u>\$128,000.00</u>

**AFFIDAVIT OF
CLAIMANT**

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: 
Signature

Name: STEPHEN TOLAR

Company: Holloway, Updike and Bellen, Inc.

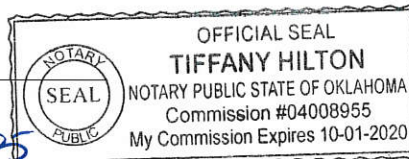
Title: Vice-President

Subscribed and sworn to before me this 4th day of October, 20 19.


Notary Public

My Commission Expires: 10/01/20

Notary Commission Number: 04008955



INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

I, Stephen Tolar, 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 and/or City of Broken Arrow 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 and/or City of Broken Arrow own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

By [Signature]
Signature

Title Vice President

Subscribed and sworn to before me this 4th day of October, 2019.

[Signature]
Notary Public

My Commission Expires: 10/01/20

Notary Commission Number: 04008955

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, Stephen Tolar, 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: Vice President

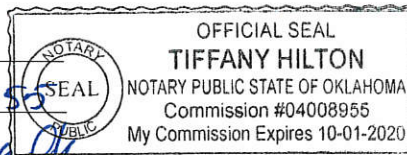
Subscribed and sworn to before me this 4th day of October, 20 19.

[Signature]
Notary Public

My Commission Expires: 10/01/20

Notary Commission Number: 04008955

County & State Where Notarized: Tulsa, OK

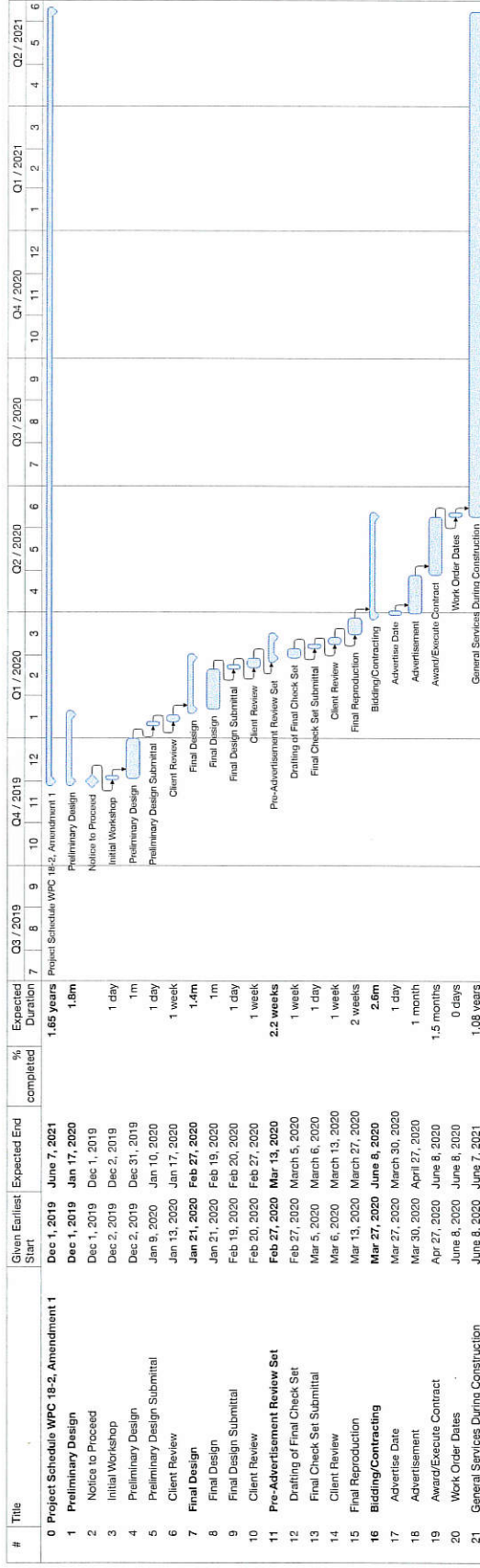


The Affidavit must be signed by an authorized agent and notarized.

Exhibit 1 FY 2020 WPC Equipment Listing RMUA Project No. WPC 18-2, Amendment No. 2 Haikey Creek Operation & Maintenance Capital Equipment Replacements		
Equipment ID and Description		Estimated Replacement Cost
Haikey Creek Plant		
H001-OPS1-HVAC1	Operation Building HVAC Controls Improvements	\$385,000
H070-RDT1-ROOF1	RDT Building Roof	\$18,000
	New jib Crane for RAS Pumps	\$90,000
H070-RDT1-HWH01	Hot Water Tank in RDT Building	\$5,000
H070-RDT1-HVAC1	Rehabilitation of ventilation system for basement of RDT Building	\$25,000
H070-RDT1-HVAC1	Rehabilitation of ventilation system for Electrical Room #1 of RDT Building	\$20,000
H070-RDT1-HVAC1	Rehabilitation of ventilation system for Electrical Room #2 of RDT Building	\$20,000
	Replace Six (6) Doors of RDT Building	\$24,000
H001-OPS1-HVAC1	Rehabilitation of ventilation system for Pump Room and Garage of Operations Building	\$25,000
	Lighting Upgrades	\$15,000
RMUA Totals:		\$627,000

Hailey Creek Operation and Maintenance Capital Equipment Replacements RMUA Project No. WPC 18-2, Amendment 2

Exhibit 2- Project Schedule





Holloway, Updike and Bellen
Consulting Engineers
Muskogee • Broken Arrow

EXHIBIT 3

PROJECT FEE SCHEDULE
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 18-2
AMENDMENT NO. 2

PRINCIPLE (P)
SR. DESIGNER (SD):
DRAFTER / TECHNICIAN (DT):
PROJECT REPRESENTATIVE (RPR):
CLERICAL (C):

Stephen Tolar
Jason Ray
Jamie Sharp
Jason Ray
Tiffany Hilton

Description:	Labor						Subcontracts		Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers			
FY '20 Design, Bidding and Construction Phase Services										
Phase 1:										
Preliminary Design:										
Project Management	2									4
B.1.1 - Initial Workshop	2	2								4
B.1.2 - Research Existing Plans and Records	2	4								6
B.1.3 - Coordination with Authority/Regulatory Agencies	2									2
B.1.4 - Site Inspection	2	2								4
Civil/Process Design	2	6	10							18
Electrical Design Coordination	2									2
B.1.5 - Plan-in-Hand Meeting	2	4								6
B.1.6 - Preliminary Submittal		2				2				4
Total Hours:	16	20	10	0	4	0				50
Direct Labor Rate:	\$67	\$46	\$19	\$46	\$18	\$51				
Total Direct Labor:	\$1,074	\$929	\$185	\$0	\$74	\$0				\$2,262
Indirect Labor (171% of Direct Labor):	\$1,836	\$1,589	\$316	\$0	\$127	\$0				\$3,868
Profit (10% of Labor):	\$291	\$252	\$50	\$0	\$20	\$0				\$613
Subcontracts:								\$3,150		\$3,150
Subcontract Profit (5%):								\$158	\$0	\$158
Direct Expenses:										
General/Misc									\$50	\$50
Subtotal Phase 1:	\$3,201	\$2,770	\$552	\$0	\$221	\$0		\$3,308	\$0	\$10,100



Holloway, Updike and Bellen
Consulting Engineers
Muskogee • Broken Arrow

EXHIBIT 3

PROJECT FEE SCHEDULE
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 18-2
AMENDMENT NO. 2

PRINCIPLE (P)

SR. DESIGNER (SD):
DRAFTER / TECHNICIAN (DT):
PROJECT REPRESENTATIVE (RPR):
CLERICAL (C):

Stephen Tolar
Jason Ray
Jamie Sharp
Jason Ray
Tiffany Hilton

Description:	Labor				Subcontracts			Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers		
Phase 2:									
Final Design:									
Project Management	2								
B.2.1 - Final Field Investigations	2				2				
B.2.2 - Final Detailed Design									
Civil/Process Design	2	4	2						
Electrical Design Coordination	2								
B.2.3 - Final Design Submittal		4	2		2				
B.2.4 - Pre-Advertisement Review Set		2	2		2				
B.2.5 - Final Reproduction Coordination		2	2		2				
C.2.5.1 - Bidding Services	2	2	1		2				
Total Hours:	10	14	7	0	10	0			41
Direct Labor Rate:	\$67	\$46	\$19	\$46	\$18	\$51			
Total Direct Labor:	\$671	\$650	\$130	\$0	\$185	\$0			\$1,636
Indirect Labor (171% of Direct Labor):	\$1,148	\$1,112	\$221	\$0	\$316	\$0			\$2,798
Profit (10% of Labor):	\$182	\$176	\$35	\$0	\$50	\$0			\$443
Subcontracts:							\$3,150	\$0	\$3,150
Subcontract Profit (5%):							\$158	\$0	\$158
Direct Expenses:								\$16	\$16
General/Misc								\$16	\$16
Subtotal Phase 2:	\$2,001	\$1,939	\$386	\$0	\$551	\$0	\$3,308	\$0	\$8,200



Holloway, Updike and Bellen
Consulting Engineers
Muskogee - Broken Arrow

EXHIBIT 3

PROJECT FEE SCHEDULE
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 18-2
AMENDMENT NO. 2

PRINCIPLE (P)
SR. DESIGNER (SD):
DRAFTER / TECHNICIAN (DT):
PROJECT REPRESENTATIVE (RPR):
CLERICAL (C):

Stephen Tolar
Jason Ray
Jamie Sharp
Jason Ray
Tiffany Hilton

Description:	Labor					Subcontracts		Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers		
Phase 3:									
FY15 Services:									
Construction / Bidding Services:									
Project Management	4				4				
B.3.1 - Assistance with Award	4								
B.3.2 - Lead Pre-Construction Conference	4								
B.3.3 - Submittal Review	4	8			9				
B.3.4 - Monitor Construction Progress	4								
B.3.5 - Final Inspection	4	4							
B.3.7 - Record Drawings			4						
Resident Inspection				114					
Total Hours:	24	12	4	114	13	0			167
Direct Labor Rate:	\$67	\$46	\$19	\$46	\$18	\$51			\$7,779
Total Direct Labor:	\$1,611	\$558	\$74	\$5,296	\$240	\$0			\$13,302
Indirect Labor (171% of Direct Labor):	\$2,754	\$953	\$127	\$9,057	\$411	\$0			\$2,108
Profit (10% of Labor):	\$436	\$151	\$20	\$1,435	\$65	\$0			\$1,000
Subcontract:							\$1,000		\$50
Subcontract Profit (5%):							\$50		\$60
Direct Expenses:								\$60	\$60
General/Misc									
Subtotal Phase 3:	\$4,801	\$1,662	\$221	\$15,789	\$717	\$0	\$1,050	\$60	\$24,299
Subtotal WPC 20-2 Services							\$0	\$0	\$42,600

Multiplier Calculation (M):

Indirect Labor \$19,967 + Profit \$3,164 / Direct Labor \$11,677 = M 2.98



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

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 have ADDITIONAL INSURED provisions or 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	Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: PHONE (A/C, No, Ext): 1-800-643-9691 FAX (A/C, No): 501-377-2317 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company INSURER B: Travelers Indemnity Company of America INSURER C: Travelers Casualty & Surety Company of America INSURER D: Travelers Property Casualty Company of America INSURER E: INSURER F:	NAIC # 25615 25666 31194 25674
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COVERAGES

CERTIFICATE NUMBER: 51342856

REVISION NUMBER:

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 CERTIFICATION 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			680-6H440957-18-47	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-6737M076-18-GRP	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$5,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CUP-1068T343-18-47	11/1/2018	11/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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 ☒ N	N/A	UB-7J637827-18-47-G	11/1/2018	11/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability			106327272	7/1/2019	7/1/2020	Each Occurrence \$2,000,000 Deductible per Claim \$75,000

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

RMUA WPC 18-2, Amendment 2 - Haikey Creek Operation and Maintenance Capital Equipment Replacements
30 Day Notice of Cancellation for all reasons other than non-payment of premium will be provided to the certificate holder.
Valid in Oklahoma

CERTIFICATE HOLDER

CANCELLATION

Regional Metropolitan Utility Authority Attn: Matt Vaughan 175 East 2nd Street Suite 1400 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 Ted Grace
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ACORD 25 (2016/03)

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