

City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



UB0121755

CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: _____
 Posted Item #: _____

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

New Contract Renewal Amendment Statutory Change Order Supplemental Documentation Quantity Adjustment Final Payment Permission to Continue IDP Formal Acceptance Terminate/Cancel

Data Sharing

Yes No
This contract will involve data sharing or data transfers.

Board Approval

Regional Metropolitan Utility Authority

Other Board Name

City Council Approval

Yes No

Contract Number

138146

Department

Water and Sewer

Contact Name

Cindy Cantero

Email

ccantero@cityoftulsa.org

Phone

918-596-9870

Vendor Name(s)

Holloway, Updike and Bellen, Inc.

Vendor Number

899

Description (Subject)

Haikey Creek Operation & Maint Capital Equip Repl

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Arch and Engr Svcs

Contract Subtype

Registered Engr

Bid/Project Number

WPC 24-2

Contract Amount

\$88,500.00

Site Address

IDP, Real Property, or other property related contract address

Site Parcel No.

Budget

Contract Funding Type

No Payment Involved
 Revenue Contract
 Expense Contract

Funding Source(s)

9518900-541101 2631S0011R.Capital.Sewer: \$88,500.00

TOTAL: \$88,500.00

Affidavit of Claimant should be attached to the contract for Expense Contracts

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department:

Legal:

Board:

Mayor:

Other:

Stephanie Solbery

Date:

Date:

Date:

Date:

Date:

1-12-2026

1-22-2026

Policy Statement

Background Information

Submitted is Amendment No. 2 to the Agreement for Professional Engineering Services between Regional Metropolitan Utility Authority and Holloway, Updike and Bellen, Inc. in the amount of \$88,500.00. The scope of the project consists of preliminary design, final design/bidding services, and general service during construction associated with Haikey Creek Operation and Maintenance Capital Equipment Replacements. The original Agreement in the amount of \$57,660.00, Amendment No. 1 in the amount of \$78,500.00 and Amendment No 2 in the amount of \$88,500.00 increases the total contract amount to \$218,360.00.

Provide background information on the requested action.

Summation of the Requested Action

We recommend approval of Amendment No. 2 to the Agreement for Professional Engineering Services with Holloway, Updike and Bellen, Inc. in the amount of \$88,500.00.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (addtl signature copies attached)
- Must be filed with other governmental entity
- Addtl governmental entity approval(s) required

Additional Routing and Processing Details

Upon completion please scan and email a copy to cwgreen@brokenarrow.gov and erowland@brokenarrow.gov

AMENDMENT NO. 2
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2

THIS AMENDMENT No. 2, to the Agreement for Professional Engineering Services is made and entered into this _____ day of _____, _____, 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., a corporation organized under the law of the State of Oklahoma, hereinafter referred to as **ENGINEER**;

WITNESSETH:

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated September 13, 2023, 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** and **ENGINEER** entered into an **AMENDMENT NO. 1** to the **AGREEMENT**, dated December 4, 2024;

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**;

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, as amended, shall remain in full force and effect.

AUTHORITY and ENGINEER agree to add a new Paragraph 29 to the agreement as follows:

29.0 FIREARMS DISCRIMINATION CLAUSE, ENGINEER acknowledges and agrees that, in accordance with and pursuant to 21 O.S. 1289.31, ENGINEER verifies to AUTHORITY that (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, (ii) will not discriminate against a firearm entity or firearm trade association during the term of this AMENDMENT, and (iii) ENGINEER has 10 or more full-time employees. The foregoing provision shall not apply and have no effect if ENGINEER has less than 10 full-time employees.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this AMENDMENT 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) UPDIKE & BELLEN, INC. CORPORATE SEAL
ATTEST:

Tiffany Hilton, Assistant Corp. Secretary

Holloway, Updike and Bellen, Inc.
(ENGINEER)


Stephen Tolar, P.E., S.E., President

Date 1/8/26

REGIONAL METROPOLITAN UTILITY
AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority



Water and Sewer Director

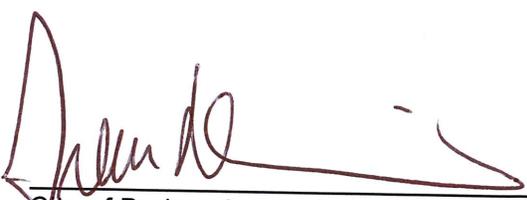
RECOMMENDED:

Broken Arrow Municipal Authority, Chairperson

City of Broken Arrow, General Manager

ATTEST:

(SEAL) Secretary



City of Broken Arrow, Asst. City Attorney

AMENDMENT NO. 2
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2
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 2026 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 associated with the identified fiscal year equipment.
- B.2 Engineer will prepare plans and specifications for demolition of the existing Oxidation Ditch structures located at the Haikey Creek WWTP. 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 associated with this work. It is anticipated that this work will be bid as a future, separate project.

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

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AMENDMENT NO. 2
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2
ATTACHMENT D-2
COMPENSATION

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 Eighty-eight Thousand Five Hundred and 00/100 Dollars (\$88,500.00).

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	\$57,660.00
Amendment No. 1	\$78,500.00
Amendment No. 2	\$88,500.00
Total Amended Contract Amount	<u>\$218,360.00</u>

Exhibit 1
Haikey Creek Operation & Maintenance
Capital Equipment Replacements
Equipment Listing
RMUA Project No. WPC 26-2

Equipment ID and Description		Estimated Replacement Cost
	HCWWTP RDT Building TWAS Pump Improvements	\$455,000.00
RMUA Totals:		\$455,000.00



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 24-2, AMENDMENT 2

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

Stephen Tolar
 Jason Ray
 Cristi Wells
 Jason Ray
 Tiffany Hilton

Description:	Labor						Subcontracts			Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers	Subcontracts			

Phase 2:

Final Design:

Project Management	2	8										
B.2.1 - Final Field investigations	1	16										
B.2.2 - Final Detailed Design		16										
Civil/Process Design	2	12	20									
Electrical Design Coordination	1	6										
B.2.3 - Final Design Submittal		16	4									
B.2.4 - Pre-Advertisement Review Set	1	8	8									
B.2.5 - Final Reproduction Coordination	1	2	1									
C.2.5.1 - Bidding Services	1	4	2									

Total Hours:

9 88 35 0 15 0 0 147

Direct Labor Rate:

\$73 \$52 \$29 \$52 \$31 \$83

Total Direct Labor:

\$657 \$4,576 \$1,015 \$0 \$465 \$0

Indirect Labor (171% of Direct Labor):

\$1,124 \$7,825 \$1,736 \$0 \$795 \$0

Profit (10% of Labor):

\$178 \$1,240 \$275 \$0 \$126 \$0

Subcontracts:

\$4,000 \$200 \$0 \$0 \$0

Subcontract Profit (5%):

\$200 \$100 \$0 \$0 \$0

Direct Expenses:

General/Misc \$88.36 \$88.36

Subtotal Phase 2:

\$1,959 \$13,641 \$3,026 \$0 \$1,386 \$0 \$4,200 \$88 \$24,300.00



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 24-2, AMENDMENT 2

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

Stephen Tolar
 Jason Ray
 Cristi Wells
 Jason Ray
 Tiffany Hilton

Description:	Labor						Subcontracts		Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers			
Phase 3:										
Construction / Bidding Services:										
Project Management	3	4				6				
B.3.1 - Assistance with Award	1	4				2				
B.3.2 - Lead Pre-Construction Conference	6	22	3			11				
B.3.3 - Submittal & Pay Application Review	8	120								
B.3.4 - Monitor Construction Progress	4	8				3				
B.3.5 - Final Inspection		16	20							
B.3.7 - Record Drawings										
Total Hours:	22	182	23	0	22	0				249
Direct Labor Rate:	\$73	\$52	\$29	\$52	\$31	\$83				\$12,419
Total Direct Labor:	\$1,606	\$9,464	\$667	\$0	\$682	\$0				\$21,237
Indirect Labor (171% of Direct Labor):	\$2,746	\$16,183	\$1,141	\$0	\$1,166	\$0				\$3,366
Profit (10% of Labor):	\$435	\$2,565	\$181	\$0	\$185	\$0				\$3,000
Subcontracts:							\$3,000			\$3,000
Subcontract Profit (5%):							\$150			\$150
Direct Expenses:								\$28.95		\$28.95
General/Misc										
Subtotal Phase 3:	\$4,788	\$28,212	\$1,988	\$0	\$2,033	\$0	\$3,150	\$0	\$29	\$40,200.00
Subtotal WPC 25-2 Services										\$88,500.00

Total Hours:	22	182	23	0	22	0				249
Direct Labor Rate:	\$73	\$52	\$29	\$52	\$31	\$83				\$12,419
Total Direct Labor:	\$1,606	\$9,464	\$667	\$0	\$682	\$0				\$21,237
Indirect Labor (171% of Direct Labor):	\$2,746	\$16,183	\$1,141	\$0	\$1,166	\$0				\$3,366
Profit (10% of Labor):	\$435	\$2,565	\$181	\$0	\$185	\$0				\$3,000
Subcontracts:							\$3,000			\$3,000
Subcontract Profit (5%):							\$150			\$150
Direct Expenses:								\$28.95		\$28.95
General/Misc										
Subtotal Phase 3:	\$4,788	\$28,212	\$1,988	\$0	\$2,033	\$0	\$3,150	\$0	\$29	\$40,200.00
Subtotal WPC 25-2 Services										\$88,500.00

Multiplier Calculation (M):
 Indirect Labor \$44,600 + Profit \$7,068 = Direct Labor \$26,082
 \$44,600 / \$26,082 = 1.71
 1.71 x \$26,082 = \$44,600 + \$7,068 = \$51,668
 \$51,668 / \$26,082 = 1.98
 M = 1.98

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: PRESIDENT

Subscribed and sworn to before me this 8th day of January, 2021.


Notary Public

My Commission Expires: 10/01/28

Notary Commission Number: 04008955



INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

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

By ST
Signature

Title President

Subscribed and sworn to before me this 8th day of January, 2026.

Tiffany Hilton
Notary Public

My Commission Expires: 10/01/28

Notary Commission Number: 04008955

County & State Where Notarized: Tulsa, OK



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2026

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: Garrett Walker PHONE (A/C, No. Ext): 501-377-6383 E-MAIL ADDRESS: garrett.walker@stephens.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Holloway, Updike and Bellen, Inc. P.O. Box 1543 Muskogee OK 74402	INSURER A: Charter Oak Fire Insurance Company		25615 ✓
	INSURER B: Travelers Property Casualty Co of Amer		25674 ✓
	INSURER C: Travelers Casualty Co of Connecticut		36170 ✓
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 87839602

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680 - 006H440957- 25	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPI/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-1R321019-25	11/1/2025	11/1/2026	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1068T343-25	11/1/2025	11/1/2026	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			UB-7J637827-25	11/1/2025	11/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liability			106327272	8/1/2025	8/1/2026	2,000,000 Each 4,000,000 Aggregate Retention \$75,000	

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

Project # RMUA WPC 24-2 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: Cindy Cantero
 175 East 2nd Street
 Suite 1300
 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