

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BASS PRO BOOSTER PUMP STATION REHABILITATION PROJECT
PROJECT NUMBER:**

1.0 Professional Consulting Firm:

1.1 Name: GARVER, LLC
1.2 Telephone No.: 918- 250-5922
1.3 Address: 6100 South Yale, Ste. 1300
Tulsa, OK 74136

2.0 Project Name/Location: Bass Pro Booster Pump Station Rehabilitation

Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for the rehabilitation of the booster pump station (PROJECT) located near Bass Pro for which, OWNER has requested that CONSULTANT provide certain professional services as required; and these documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount: \$146,300.00
TOTAL AGREEMENT AMOUNT \$146,300.00
4.2 Agreement Time: calendar days + Construction
4.3 Estimated Construction Cost: \$

5.0 Agreement Approved by the Owner on: December , 2023

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
BASS PRO BOOSTER PUMP STATION REHABILITATION PROJECT
PROJECT NUMBER:**

This AGREEMENT, including Attachment A through Attachment F, 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 rehabilitate the booster pump station located near Bass Pro and pumps to the First Baptist Church elevated storage tower (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 SUBMITAL 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.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

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, 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. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications 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 as part of the SERVICES shall become the property of OWNER. 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.

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.

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 South Yale, Suite 1300
Tulsa, Ok 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.

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IN WITNESS WHEREOF, the City Manager of the Broken Arrow Municipal Authority, Oklahoma has hereunto set his hand, for and on behalf of the Broken Arrow Municipal Authority and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

Broken Arrow Municipal Authority, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Garver, LLC

By: Mary E. Mach
Mary E. Mach, Vice President

Date: December 5, 2023

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Thomas Helvick
Thomas Helvick, Project Engineer

Date: December 6, 2023

Approved as to form:

Graham Parker
Assistant City Attorney

VERIFICATION

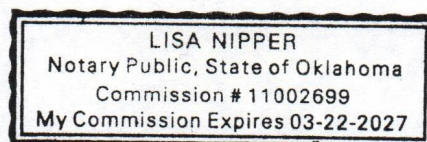
State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public, on this Fifth day of December, 2023, personally appeared Mary Elizabeth Mach, PE, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

March 22, 2027

Lisa Nipper
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
CONSULTANT, LLC
FOR
BASS PRO BOOSTER PUMP STATION REHABILITATION PROJECT
PROJECT NUMBER:**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1. CONSULTANT understands that the OWNER has retained their professional services in order to evaluate and design improvements related to the Bass Pro Booster Pump Station (BPS) Improvements project. Professional services under this agreement are anticipated to include the following: Preliminary Design documents, and Final Design documents. Bidding and Construction Phase Services will be performed by the OWNER with assistance from the CONSULTANT as requested.
- 1.2 The existing Bass Pro BPS pulls suction from the distribution system and pumps to the First Baptist Church (FBC) elevated storage tank (EST) which provides water to the high pressure zone, including a hospital and nearby hotels. CONSULTANT will conceptually evaluate the rehabilitation of the Bass Pro BPS, along with the replacement of the existing pumps and needed VFDs. This evaluation will provide an overview of regulatory, technical, and cost implications associated with these concepts.
- 1.3 The CONSULTANT also understands that the CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

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. A Quality Control/Quality Assurance Plan
 - d. Project meetings, agenda, and meeting notes, to include
 - i. One (1) Project kick-off meeting, agenda, and meeting notes.
 - ii. One (1) Workshop for the Preliminary (50%) Designs
 - iii. One (1) Workshop for the Final Design Package
- 2.1.3 Project Kickoff: Prior to the Hydraulic Analysis Technical Memorandum and survey, CONSULTANT will conduct a project kickoff meeting. This meeting will serve as the beginning of the project. CONSULTANT will discuss options for location and design with the OWNER and work with the OWNER on developing a design basis. 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.

Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.2 SURVEY

The limits for the survey shall be shown in Exhibit A-1 and defined below.

2.2.1 3D Scanning

CONSULTANT will conduct a site visit for GeoSLAM Lidar scanning of the pump station interior. CONSULTANT will process GeoSLAM Lidar data to 3D point clouds and integrate scan into 3D design model.

2.3 PRELIMINARY (50%) DESIGN

Upon receipt of written approval from OWNER on Conceptual Design, CONSULTANT will begin Preliminary Design. The preliminary design phase will represent approximately 50% of final construction plans.

The Preliminary Design will include the following:

- 2.3.1 Preliminary (50%) Design drawings will include cover sheet, pay quantities, general construction notes, OWNER's Standard Details where applicable, a survey control plan, BPS plan sheets, water main plan and profile sheets, yard piping plans, electrical sheets, construction sequencing, and miscellaneous details for the BPS. The site plans for the BPS will show dimensions of any parking areas, driveway(s), pump house, underground piping, utilities, location of electrical panels, disconnects, instrumentation, site grading, as well as displaying any additional property/easement which is anticipated for project completion.
- 2.3.2 This submittal will include an outline of the anticipated technical specification sections with drafts of the sections for major equipment, e.g., pumps, valves, surge anticipation; "front end" or bidding, contract documents, or conditions of the contract will not be included in the Preliminary Design Submittal.
- 2.3.3 Upon OWNER acceptance of the Preliminary Design, CONSULTANT will furnish plans to known utility owners potentially affected by the project. CONSULTANT shall conduct coordination meetings by teleconference with the known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. CONSULTANT will include the surveyed locations of the observable marked utilities in the construction plans. CONSULTANT will also include proposed and/or relocated utility information in the final plans as provided by the utility companies.
- 2.3.4 An Opinion of Probable Construction Costs (OPCC), that shall include contractor overhead and profit, and contingency. The developed costs include material procurement and construction. For 50% design, CONSULTANT will consider these as estimates. The expected range of accuracy for this type of estimate is -20 to +30% of the actual project estimate.

Upon submission of the preliminary design, CONSULTANT will conduct an in person preliminary design review meeting with the OWNER. CONSULTANT will generate minutes from the meeting that will include review comments from the OWNER. CONSULTANT will incorporate comments from the OWNER on the Preliminary Design in the Final Design. CONSULTANT will proceed with Final Design after the Preliminary Design is approved by the OWNER in writing.

2.4 FINAL DESIGN

Once written approval from OWNER on Preliminary Design is received, CONSULTANT will begin Final Design.

During the final design phase of the project, CONSULTANT will:

- 2.4.1 Conduct final designs to prepare construction plans and specifications, for one (1) construction contract, including final construction details and quantities, special provisions, and OPCC.
- 2.4.2 Make a final field review with the OWNER, make needed plan changes as a result of the final field review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.
- 2.4.3 Conduct a final design review meeting in person with the OWNER upon submission of the final design. CONSULTANT will generate minutes from the meeting that will include review comments from the OWNER and notes from the field visit.
- 2.4.4 Final drawings, specifications, and contract documents indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The final design will represent approximately 95% of final construction plans, specifications, and contract documents. OWNER's "front end" specifications will be utilized in the contract documents.
- 2.4.5 A revised OPCC, based on the information contained in the Preliminary Design Phase, that shall include contractor overhead and profit, and contingency. The developed costs include material procurement and construction. For 95% design, CONSULTANT will consider these as estimates. The expected range of accuracy for this type of estimate is -15 to +15% of the actual project estimate.
- 2.4.6 CONSULTANT will furnish final plans and specifications to the ODEQ. The submittal to ODEQ will include the application for the Permit to Construct for the proposed improvements and ODEQ Standard Engineering Report Form. Permit fees will be paid by the OWNER. A project specific engineering report is not included as part of this scope of services.
- 2.4.7 Comments received from ODEQ will be reviewed and applicable comments will be addressed for the Final Construction Drawing Set. One (1) round of comments received by ODEQ will be addressed and incorporated into the construction documents and the project will then be ready for advertisement for bid. Variance requests are not included.

2.5 BIDDING AND CONSTRUCTION PHASE SERVICES

OWNER is anticipated to provide all basic Bidding and Construction Phase Services. CONSULTANT will answer questions, prepare technical documents as needed, attend meetings as requested, and/or other services as directed by OWNER. Hourly wage rates will apply according to Attachment F. Travel related expenses are also billable directly. Total billed amount is intended to not exceed \$10,000.00.

- 2.5.1 CONSULTANT will assist with advertisement and bidding for the project by answering questions from OWNER and/or providing interpretations(s) of the design documents, as well as providing addendum support as needed.
- 2.5.2 CONSULTANT will assist with construction phase services for the project by answering questions from OWNER and/or providing interpretation(s) of the design documents, as well as providing submittal review support as needed.

2.6 ADDITIONAL SERVICES

Additional Services are anticipated for this project but will be added to this scope of services as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT. The following items are not included under this agreement but are anticipated as Additional Services:

- 2.6.1 Construction Administration and Observation Services
- 2.6.2 SCADA Integration Services

2.7 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:

- 2.7.1 Design services in addition to those noted herein
- 2.7.2 Water quality modeling or testing
- 2.7.3 Design of instrumentation and control beyond the current control logic utilized at the BPS
- 2.7.4 Environmental services
- 2.7.5 Financial assistance
- 2.7.6 Bidding services
- 2.7.7 Construction administration
- 2.7.8 Construction observation services
- 2.7.9 Operations support services
- 2.7.10 Warranty assistance services
- 2.7.11 Material testing services
- 2.7.12 Submittals or deliverables in addition to those listed herein
- 2.7.13 Utility location services or design of utility relocations
- 2.7.14 Operational audit/optimization
- 2.7.15 Land Acquisition documents or acquisition assistance
- 2.7.16 Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- 2.7.17 Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
- 2.7.18 Public outreach
- 2.7.19 Geotechnical services
- 2.7.20 Property acquisition
- 2.7.21 Computational fluid dynamic (CFD) modeling (e.g., tank mixing)
- 2.7.22 Hydraulic Modeling
- 2.7.23 Hydraulic Analysis Technical Memorandum
- 2.7.24 Hydraulic transient/surge modeling

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
BASS PRO BOOSTER PUMP STATION REHABILITATION PROJECT
PROJECT NUMBER:**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

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

1. Electronic files (PDF) of Survey Data
2. Eight (8) copies of the Preliminary (50%) Design documents
3. Eight (8) copies of the Final (90%) Design documents
4. Two (2) copies of the Final (90%) Design documents to ODEQ (when directed) including specifications and half size (11-in X 17-in) drawings, Application to Permit to Construct, and ODEQ Standard Engineering Report Form
5. Electronic files of all Memoranda to designated Owner personnel.
6. Two (2) printed copies including specifications and half size (11-in X 17-in) drawings of Final Bid Documents to Owner
7. Three (3) printed copies including half size (11-in X 17-in) drawings of Conformed Documents to Contractor

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

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of December, 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 Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$136,300.00 for the completion of the Design Phase. This is broken down in the following tasks:

TASK 1 - Project Administration	\$ 8,650.00
TASK 2 - Surveys	\$ 2,450.00
TASK 3 - Preliminary (50%) Design	\$ 61,550.00
TASK 4 - Final Design	\$ 63,650.00

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 subconsultant not to exceed amount for the completion of the following services as directed by OWNER:

TASK 5 – BIDDING AND CONSTRUCTION PHASE SERVICES	\$ 10,000.00
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This amount includes all labor, material, overhead and profit associated with the SERVICES.

- 1.3 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

Additional services, if approved by BAMA in a future Amendment and 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 included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless 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 in addition to those noted herein
2. Water quality modeling or testing
3. Design of instrumentation and control beyond the current control logic utilized at the BPS
4. Environmental services
5. Financial assistance
6. Bidding services
7. Construction administration
8. Construction observation services
9. Operations support services
10. Warranty assistance services
11. Material testing services
12. Submittals or deliverables in addition to those listed herein
13. Utility location services or design of utility relocations
14. Operational audit/optimization
15. Land Acquisition documents or acquisition assistance
16. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
17. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
18. Public outreach
19. Geotechnical services
20. Property acquisition
21. Computational fluid dynamic (CFD) modeling (e.g., tank mixing)
22. Hydraulic Modeling
23. Hydraulic Analysis Technical Memorandum
24. Hydraulic transient/surge modeling

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

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

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ____ day of December, 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
BASS PRO BOOSTER PUMP STATION REHABILITATION PROJECT
PROJECT NUMBER:**

PROJECT SCHEDULE

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

1.0 CONCEPTUAL DESIGN PHASE:

Phase Description	Calendar Days
Kickoff Meeting	14 days from Notice to Proceed (NTP)
Data Request	7 days from NTP

2.0 PRELIMINARY DESIGN PHASE:

Surveys – Design and Property	60 days from receipt of Owners' response to Data Request
Preliminary (50%) Design Deliverable	60 days from completion of survey
Pre-Final (95%) Design Deliverable/ODEQ Submittal	60 days from receipt of Owners' Preliminary Design comments

3.0 FINAL DESIGN PHASE:

Issued for Bidding Documents	30 days from receipt of ODEQ comments
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4.0 BIDDING PHASE:

Bid Opening	30 days from Bid Advertisement
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5.0 CONSTRUCTION OVERSIGHT PHASE: To be determined by future amendment

END OF ATTACHMENT E



Attachement F
Broken Arrow Municipal Authority
Water Distribution Pump Station Rehabilitation
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 130.00	RS-1	\$ 104.00
E-2	\$ 144.00	RS-2	\$ 137.00
E-3	\$ 174.00	RS-3	\$ 194.00
E-4	\$ 203.00	RS-4	\$ 268.00
E-5	\$ 247.00	RS-5	\$ 335.00
E-6	\$ 304.00	RS-6	\$ 411.00
E-7	\$ 422.00	RS-7	\$ 460.00
Planners		Environmental Specialists	
P-1	\$ 157.00	ES-1	\$ 104.00
P-2	\$ 196.00	ES-2	\$ 131.00
P-3	\$ 244.00	ES-3	\$ 168.00
P-4	\$ 273.00	ES-4	\$ 198.00
P-5	\$ 308.00	ES-5	\$ 248.00
Designers		ES-6	\$ 318.00
D-1	\$ 118.00	ES-7	\$ 398.00
D-2	\$ 135.00	ES-8	\$ 450.00
D-3	\$ 161.00	Project Controls	
D-4	\$ 193.00	PC-1	\$ 106.00
Technicians		PC-2	\$ 140.00
T-1	\$ 95.00	PC-3	\$ 178.00
T-2	\$ 114.00	PC-4	\$ 229.00
T-3	\$ 139.00	PC-5	\$ 280.00
T-4	\$ 180.00	PC-6	\$ 361.00
Surveyors		PC-7	\$ 454.00
S-1	\$ 58.00	Administration / Management	
S-2	\$ 77.00	AM-1	\$ 75.00
S-3	\$ 103.00	AM-2	\$ 96.00
S-4	\$ 148.00	AM-3	\$ 134.00
S-5	\$ 187.00	AM-4	\$ 171.00
S-6	\$ 218.00	AM-5	\$ 209.00
2-Man Crew (Survey)	\$ 225.00	AM-6	\$ 272.00
3-Man Crew (Survey)	\$ 282.00	AM-7	\$ 320.00
2-Man Crew (GPS Survey)	\$ 245.00	M-1	\$ 510.00
3-Man Crew (GPS Survey)	\$ 302.00		
Construction Observation			
C-1	\$ 112.00		
C-2	\$ 140.00		
C-3	\$ 171.00		
C-4	\$ 221.00		
C-5	\$ 259.00		

Exhibit A-1

