

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

THIS AGREEMENT 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., hereinafter referred to as ENGINEER, a corporation organized under the laws of the State of Oklahoma;

WITNESSETH:

WHEREAS, AUTHORITY intends to replace certain capital equipment identified in the strategic asset management plan, hereinafter referred to as the PROJECT; and,

WHEREAS, AUTHORITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

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

WHEREAS, funding for the PROJECT will be accounted for under Account Number 9508900-541101;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 AUTHORITY'S RESPONSIBILITIES. AUTHORITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE AUTHORITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.

5.0 **STANDARD OF PERFORMANCE.** ENGINEER 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 laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.

6.0 **LIMITATIONS OF RESPONSIBILITY.** ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 **OPINIONS OF COST AND SCHEDULE.**

7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.

7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

8.0 **LIABILITY AND INDEMNIFICATION.** ENGINEER shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.

9.0 **COMPLIANCE WITH LAWS.** In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, **SCOPE OF SERVICES.**

The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at

[www.dhs.gov/E-Verify.](http://www.dhs.gov/E-Verify)

10.0 INSURANCE.

10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:

10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.2 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.3 Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.

10.2 The ENGINEER shall provide proof of such coverage:

(a) By providing Certificate(s) of Insurance prior to the execution of this contract; and

(b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

10.3 The Engineer shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Engineer cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the Authority will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an Engineer who fails to keep required insurance policies in effect may be deemed by the Authority to be in breach of contract, ineligible to bid on future projects, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.

11.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at AUTHORITY'S risk.

12.0

TERMINATION OR SUSPENSION OF AGREEMENT.

12.1

The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2

AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

12.2.1 COMPENSATION. (a) In the event of termination or suspension for AUTHORITY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of Attachment D.

(b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with Attachment D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

13.0

NOTICE.

13.1

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1

To ENGINEER: HOLLOWAY, UPDIKE AND BELLEN, INC.
Stephen Tolar, P.E., S.E., President
2001 N. Willow Ave.
Broken Arrow, Oklahoma 74012

13.1.2

To AUTHORITY: REGIONAL METROPOLITAN UTILITY
AUTHORITY
Attention: Matt Vaughan
175 East 2nd Street, Suite 1400
Tulsa, OK 74103

13.2

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and AUTHORITY.

14.0

UNCONTROLLABLE FORCES. Neither AUTHORITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ENGINEER under this AGREEMENT; strikes, work

slowdowns or other labor disturbances, and judicial restraint.

15.0 **INTEGRATION AND MODIFICATION.** This AGREEMENT includes Attachments A, B, C, and D and Exhibits 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

16.0 **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute between the ENGINEER and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City Engineer of Engineering Services for resolution. If the City Engineer of Engineering Services is unable to resolve the dispute, the matter may, in the Engineer's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

17.0 **ASSIGNMENT.** ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

18.0 **APPROVAL.** It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Engineering Services Department of the AUTHORITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or Regional Metropolitan Utility Authority presentations.

19.0 **TIME OF ESSENCE.** The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.

20.0 **GOVERNING LAW; JURISDICTION; VENUE.** This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

21.0 **RELATIONSHIP OF PARTIES.** The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding

payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

22.0 **INVALIDITY.** If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.

23.0 **THIRD PARTIES.** This AGREEMENT is between AUTHORITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this AGREEMENT.

24.0 **HEADINGS.** The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.

25.0 **BINDING EFFECT.** This Agreement shall be binding upon AUTHORITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.

26.0 **WAIVER.** The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

27.0 **INTERPRETIVE MATTERS AND DEFINITIONS.** The following interpretive matters shall be applicable to this AGREEMENT:

27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) “or” is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to “\$” or to dollar amounts shall be in lawful currency of the United States of America;

27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

- 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 27.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and
- 27.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

28.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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 Chairperson of the Regional Metropolitan Utility Authority.



Tiffany Hilton, Assistant Corp. Secretary

Holloway, Updike and Bellen, Inc.
(ENGINEER)


Stephen Tolar, President

Date 6/22/2023

REGIONAL METROPOLITAN UTILITY AUTHORITY

Secretary

Chairperson

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority

Director of Water and Sewer

RECOMMENDED:

Broken Arrow Municipal Authority, Chairperson

City of Broken Arrow, General Manager

ATTEST:

(SEAL) Secretary


City of Broken Arrow, Assistant City Attorney

ATTACHMENT "A"

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

SCOPE OF PROJECT

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of Professional services associated with the replacement of capital equipment located at the Haikey Creek Water Pollution Control Facility. Equipment to be replaced will be identified by the Authority's Strategic Asset Management Plan. This agreement includes services for the fiscal year 2024 PROJECT (See EXHIBIT 1 – Equipment Listing). Future amendments will make necessary provisions to add work associated with fiscal year 2025 and 2026.

It is hereby understood and agreed by the Parties that upon AUTHORITY'S determination of the services and materials needed for the PROJECT, and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including but not limited to services and or construction contracts for engineering, right-of-way acquisition, utilities relocations, construction, equipment, and other services or contracts related to the PROJECT.

ATTACHMENT "B"

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

ATTACHMENT B

B. SCOPE OF SERVICES. The services to be performed by the ENGINEER under this AGREEMENT may consist of three (3) phases, as stated below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See EXHIBIT 2 – PROJECT SCHEDULE); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed.

The Basic Services of ENGINEER include, but are not necessarily limited to, the following tasks:

- (i) Utilizing professional knowledge and experience, identify, consider and evaluate the relevant field data required to perform its SERVICES under this Agreement.
- (ii) Designate in writing to AUTHORITY a representative to coordinate all information between ENGINEER and AUTHORITY.
- (iii) Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.
- (iv) Document all meetings, conferences, coordination, and other activities, and send documentation to AUTHORITY within three (3) working days.
- (v) Attend initial conference with AUTHORITY and other administrative and regulatory agencies, including utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- (vi) Perform all necessary investigations for the PROJECT.

- (vii) Furnish engineering data, where necessary, for the coordination of the PROJECT with other local projects or with state or federal authorities.
- (viii) Prepare equipment specifications, overlay the existing record drawings with markings and text as needed to identify the extent of demolition and replacement, and add design details necessary for clarity.
- (ix) Engineer shall interview staff and perform market research necessary to identify multiple acceptable equipment vendors wherever possible.
- (x) Provide AUTHORITY with a budget analysis and cost estimates for all components of the PROJECT and verify that such cost estimates are within the estimates set forth in the PROJECT budget provided by the AUTHORITY to ENGINEER.

B.1

Phase No. 1. PRELIMINARY DESIGN. Prepare a preliminary plan and, cost estimate; and submit the preliminary plan to the AUTHORITY within 30 calendar days after the date specified in the Notice to Proceed. The Preliminary Design services to be performed by ENGINEER shall include, but are not limited to, the following:

- B.1.1 Workshop to establish critical design parameters.
- B.1.2 Search of existing plans and records.
- B.1.3 Initial contact with other AUTHORITY Departments, and other administrative and regulatory agencies.
- B.1.4 Perform field investigations, take photos, and document the extent of all equipment to be replaced.
- B.1.5 ENGINEER shall attend Plan-in-Hand meetings with the AUTHORITY.
- B.1.6 ENGINEER shall furnish 10 ½-size copies of the Preliminary Design and other documents listed in B.1 at no additional cost to the AUTHORITY.

B.2

PHASE NO. 2. FINAL DESIGN. Final design shall include the preparation of final plans for the PROJECT together with all specifications and related contract documents required for the construction of the PROJECT by the AUTHORITY'S construction contractor; Final Design shall be in accordance with AUTHORITY'S Standards, detailed specifications, and approved Preliminary Plans prepared in Phase No. 1, and shall be submitted to the AUTHORITY within 30 calendar days after the date specified in the Notice to Proceed for Phase No. 2. The Final design tasks shall include the following:

- B.2.1 Final Field investigations. Engineer shall prepare and place temporary color coded tags on all equipment scheduled to be replaced. Tags shall identify each piece of equipment by name, by equipment number, and construction project number. The tags shall be a unique identifying color that clearly distinguishes between work associated with ongoing and proposed replacements.

B.2.2 Final detailed design of process, components, structures, appurtenances. Use record drawings to identify the extent of demolition and equipment replacement. Overlay record drawings with text, symbols, and digital photos or add other details necessary to identify the full extent of demolition and replacement. Original title block and project identification and record stamps on record drawings shall not be obscured by Engineer's overlain data, text, Engineer's title data, or details.

B.2.3 ENGINEER shall furnish 10 half size copies of the Final Design and other documents for review listed in B.2 at no additional cost to the AUTHORITY.

B.2.4 ENGINEER shall furnish 3 half size pre-advertisement review sets.

B.2.5 ENGINEER shall furnish 20 half size copies of plans and 20 copies of final bound bid books and eight USB 2.0 flash memory drives of the proposal for bidding purposes.

B.2.5.1 ENGINEER shall furnish 9 half size plan sets that contain all addendum changes in paper and 1 electronic copy.

B.2.5.2 ENGINEER shall attend and lead pre-bid conference(s), prepare addenda, furnish ENGINEER'S estimate(s) in a format acceptable to AUTHORITY, tabulate bids and recommend award of contract(s).

B.3

Phase No. 3. GENERAL SERVICES DURING CONSTRUCTION.

B.3.1 Provide assistance to AUTHORITY in awarding construction contract(s).

B.3.2 Attend and lead Pre-construction conference.

B.3.3 Review and approve, or take other appropriate action on, detailed construction drawings, shop drawings, and erection drawings submitted by contractors, such checking shall be only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents.

B.3.4 Provide periodic inspection of significant construction activities and milestones and regularly report progress to the AUTHORITY.

B.3.5 Review partial pay requests and substantiate completed work.

B.3.6 ENGINEER agrees to provide these services for a period of time estimated to equal the time necessary for construction of the PROJECT.

B.3.7 Prepare for the AUTHORITY a set of drawings suitable for microfilming showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor and AUTHORITY to ENGINEER. Information regarding changes made during the construction process as described in the previous sentence will be provided under the terms of the Construction Contract Documents. Submit record drawing on CD(s) or other acceptable media in the format in which the PROJECT was designed.

ATTACHMENT "C"

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

ATTACHMENT C

- C. RESPONSIBILITIES OF THE AUTHORITY. The AUTHORITY agrees:
- C.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.
 - C.1.2 Standard drawings and standard specifications of existing equipment and their installations or construction to the extent available.
- C.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- C.3 Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
- C.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
- C.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
- C.4 Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.

ATTACHMENT "D"

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

D. **COMPENSATION**. The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 - Prohect Fee Schedule). Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. AUTHORITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.

D.1 **TOTAL COMPENSATION**.

D.1.1 For the work under Phase No. 1, PRELIMINARY DESIGN, Attachment B an amount not to exceed fifteen thousand and 00/100 Dollars (\$15,000.00).

D.1.2 For the work under Phase No. 2, FINAL DESIGN, Attachment B an amount not to exceed fifteen thousand and 00/100 Dollars (\$15,000.00).

D.1.3 For the work during the construction phase, as outlined under Phase No. 3, GENERAL SERVICES DURING CONSTRUCTION, Attachment B, and provided that the Construction Contractor completes all construction within the time for completion specified in the Construction Contract Documents, an amount not to exceed twenty seven thousand six hundred sixty and 00/100 Dollars (\$27,660.00).

D.2 **COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS**.

D.2.1 **Labor Costs.** Labor Costs shall mean actual hourly rates for personnel assigned to the PROJECT based upon percentage of the SERVICES completed at the time of billing.

D.2.2 **Overhead Costs.** Overhead costs shall mean a percentage applied to Labor Costs. Overhead Costs shall be calculated as 171% of raw labor costs.

D.2.3 **Profit.** Profit shall mean a percentage of the combined Labor Costs and Overhead Costs. Profit shall be calculated as 10% of the combined total of Labor Costs and Overhead Costs.

D.2.4 **Subconsultants and Subcontractors.** Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus 5%.

D.3 **Other Engineering Services.** Other engineering services not included in the foregoing, when authorized in writing by the AUTHORITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

D.4 **Travel and Subsistence Reimbursement.** Travel and subsistence shall be reimbursed at actual costs. Local travel by personal or firm automobile shall not be compensated.

D.5 **Reproduction Reimbursement.** Reproduction shall be reimbursed at actual cost, not to exceed budgeted amount and will not include payment of any markup, profit or overhead to the ENGINEER.

D.6 **Terminated Services.** If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

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: S = T
Signature

Name: STEPHEN TOLAR

Company: HOLLOWAY, UPDIKE AND BELLEN, INC.

Title: PRESIDENT

Subscribed and sworn to before me this 22nd day of June, 2023.

Tiffany Hilton
Notary Public

My Commission Expires: 10/01/24

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 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 *Se Tomy*
Signature

Title President

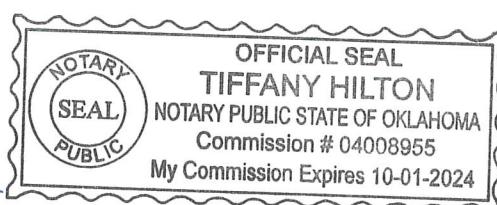
Subscribed and sworn to before me this 22nd day of June, 2023

Tiffany Hilton
Notary Public

My Commission Expires: 10/01/24

Notary Commission Number: 04008955

County & State Where Notarized: Tulsa OK



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

(Must be submitted at time of bid)
NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Stephen Tolar, of lawful age, being first duly sworn, says that:

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. 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
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

HOLLOWAY, UPDIKE AND BELLEN, INC.
BIDDER (Company Name)

S E T

PRESIDENT
Title

SUBSCRIBED and SWORN to before me this 20th day of June, 2023

MY COMMISSION EXPIRES:

10101124

COMMISSION NO.:

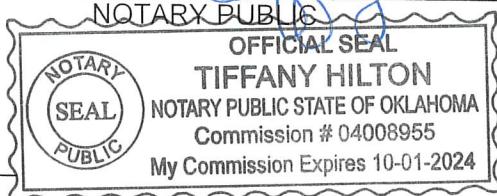


Exhibit 1
Haikey Creek Operation & Maintenance
Capital Equipment Replacements
Equipment Listing
RMUA Project No. WPC 24-2

Equipment ID and Description	Estimated Replacement Cost
Replacement of Grit Collector #2 Equipment Rehabilitation (East)	\$138,000.00
Fall protection at Gravity Thickeners	\$22,500.00
Fall protection at Aeration Basins	\$130,000.00
Repair Trench Drain at Vehicle Washdown Area	\$25,000.00
Lighting Upgrades - Phase Lighting Upgrades - Operations Building Interior Upstairs	\$15,000.00
RDT Building Odor Control Rehab	\$35,000.00
Operations Building Flooring System and Kitchen Improvements	\$129,800.00
Operations Building Interior Wall Painting and Improvements	\$81,400.00
Operations Building Abandoned Mechanical HVAC System Demolition	\$100,000.00
WPC 24-2 Contractor's Allowance	\$25,000.00
RMUA Totals:	\$701,700.00

Exhibit 2 - Project Schedule
Halkey Creek Operation & Maintenance - Capital Equipment
Replacements RMUAs WPC No. 24-2

Task Name	Start	Finish	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Project Schedule WPC 24-2								
Preliminary Design	11/01/23	03/24/25						
Notice to Proceed	11/01/23	12/14/23						
Initial Workshop	11/01/23	11/01/23						
Preliminary Design	11/01/23	12/06/23						
Preliminary Design Submittal	12/07/23	12/07/23						
Client Review	12/08/23	12/14/23						
Final Design	12/15/23	01/23/24						
Final Design	12/15/23	01/14/24						
Final Design Submittal	01/15/24	01/16/24						
Client Review	01/17/24	01/23/24						
Pre-Advertisement Review Set	01/24/24	02/07/24						
Drafting of Final Check Set	01/24/24	01/31/24						
Final Check Set Submittal	01/31/24	02/01/24						
Client Review	02/01/24	02/07/24						
Final Reproduction	02/08/24	02/18/24						
Bidding/Contracting	02/19/24	04/24/24						
Advertise Date	02/19/24	02/22/24						
Advertisement	02/23/24	03/25/24						
Award/Execute Contract	03/26/24	04/23/24						
Work Order Dates	04/24/24	04/24/24						
General Services During Construction	03/25/24	03/24/25						



Holloway, Updike and Bellen

Consulting Engineers
Muskogee - Broken Arrow

EXHIBIT 3
PROJECT FEE SCHEDULE
HAKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2

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

Description:	Labor				Subcontracts			Direct Expenses	Total		
	P	SD	DT	RPR	Survey Crew	Brown Engineers	Brown				
Design, Bidding and Construction Phase Services											
Phase 1:											
Preliminary Design:											
Project Management	1	4	10		3			4	4		
B.1.1 - Initial Workshop									14		
B.1.2 - Research Existing Plans and Records									10		
B.1.3 - Coordination with Authority/Regulatory Agencies	1	1							2		
B.1.4 - Site Inspection	1	16	16						16		
Civil/Process Design	1	1							33		
Electrical Design Coordination	1	10							2		
B.1.5 - Plan-in-Hand Meeting	1	1							11		
B.1.6 - Preliminary Submittal	1	1			1				3		
Total Hours:	10	65	16	0	4	0			95		
Direct Labor Rate:	\$67	\$47	\$28	\$47	\$27	\$51					
Total Direct Labor:	\$671.10	\$3,049.80	\$452.46	\$670.00	\$108.00	\$0.00			\$4,281.38		
Indirect Labor (17% of Direct Labor):	\$1,147.60	\$5,215.20	\$773.70	\$1,000.00	\$184.70	\$0.00			\$7,321.20		
Profit (10% of Labor):	\$181.87	\$826.50	\$122.62	\$0.00	\$29.27	\$0.00			\$1,160.26		
Subcontracts:									\$2,000.00		
Subcontract Profit (5%):									\$100.00		
Direct Expenses:											
General/Misc											
Subtotal Phase 1:	\$2,000.57	\$9,091.50	\$1,348.80	\$0.00	\$321.97	\$0.00	\$2,100.00	\$0.00	\$137.16		
									\$137.16		
									\$15,000.00		



Holloway, Updike and Bellen

Consulting Engineers
Muskogee - Broken Arrow

EXHIBIT 3
PROJECT FEE SCHEDULE
HAKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2

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

Description:	Labor				Subcontracts			Direct Expenses		Total
	P	SD	DT	RPR	C	Survey Crew	Brown Engineers	Brown		
Phase 2:										
Final Design:										
Project Management	2	5								
B.2.1 - Final Field Investigations	1	20								
B.2.2 - Final Detailed Design		20								
Civil/Process Design	2	6	12							
Electrical Design Coordination	1	1								
B.2.3 - Final Design Submittal		1	2							
B.2.4 - Pre-Advertisement Review Set	1	5	2							
B.2.5 - Final Reproduction Coordination	1	2	1							
C.2.5.1 - Bidding Services	1	4	2							
Total Hours:	9	64	19	0	12					104
Direct Labor Rate:	\$67	\$47	\$28	\$47	\$27	\$51				
Total Direct Labor:	\$603.99	\$3,002.88	\$537.32	\$0.00	\$324.00	\$0.00				\$4,468.19
Indirect Labor (17% of Direct Labor):	\$1,032.80	\$5,134.90	\$918.80	\$0.00	\$554.00	\$0.00				\$7640.50
Profit (10% of Labor):	\$163.68	\$813.78	\$145.61	\$0.00	\$87.80	\$0.00				\$1,210.87
Subcontract Profit (5%):							\$1,500.00	\$0.00		\$1,500.00
Direct Expenses:							\$75.00	\$0		\$75.00
General/Misc										
Subtotal Phase 2:	\$1,800.47	\$8,951.56	\$1,601.73	\$0.00	\$965.80	\$0.00	\$1,575.00	\$0.00	\$0.00	\$105.44
										\$15,000.00



Molloway, Updike and Bellen
Consulting Engineers
Muskogee • Broken Arrow

EXHIBIT 3
PROJECT FEE SCHEDULE
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
IRMUA PROJECT NO. WPC 24-2

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

Stephen Tolar
Jason Ray
TBD
Jason Ray
Tiffany Hilton



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2023

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 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Travelers Casualty and Surety Co of Amer INSURER D: INSURER E: INSURER F:	NAIC # 25615 25674 31194
INSURED Holloway, Updike and Bellen, Inc. P.O. Box 1543 Muskogee OK 74402	INSURER A: Charter Oak Fire Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Travelers Casualty and Surety Co of Amer INSURER D: INSURER E: INSURER F:	NAIC # 25615 25674 31194

COVERAGES

CERTIFICATE NUMBER: 74961904

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.

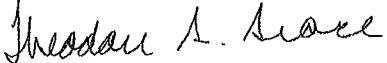
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680-6H440957	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 2,000,000	
						DAMAGE TO RENTED PREMISES (Ea 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	
							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ✓ OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ✓ HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-1R321019-1	11/1/2022	11/1/2023	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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-1068T343	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 2,000,000	
						AGGREGATE	\$ 2,000,000	
							\$	
B	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 <input checked="" type="checkbox"/> N	UB-7J637827	11/1/2022	11/1/2023	✓ PER STATUTE	OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
						E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C	Professional Liability		106327272	7/1/2023	7/1/2024	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)

RMUA WPC 24-2 – Hailey 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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