

**AMENDMENT FOR
ENGINEERING SERVICES WITH BLACK & VEATCH
PROJECT NUMBER ES 2022-04
CONTRACT NO. 135541**

DESCRIPTION OF WORK AND LOCATION Per request from Owner, remove TM-2 deliverable from scope of AGREEMENT and add analysis of an additional alternative for an upstream Flow Equalization Basin on the 54-inch interceptor.

Total Budget	\$297,030.00
Original Construction Cost	N/A
Original Design (Study)	\$268,813.00
Additional Design Cost (Study Amendment)	\$28,217.00
Total Design Cost	\$297,030.00
Total Raw Labor Cost	\$65,078.00
Overhead	171.00%
Profit	10.00%
Multiplier	N/A
Total Design Cost / Total Construction Cost	N/A
Advertising Date	TBD

AMENDMENT NO. 1

TO THE

THE AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT NO. 1, to the Agreement for Professional Engineering Services (Contract No. 135541) is made between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Black & Veatch Corporation, a corporation organized under the laws of the state of Delaware, hereinafter referred to as **ENGINEER**;

WITNESSETH

WHEREAS, **AUTHORITY** intends to perform improvements to the existing Haikey Creek Lift Station located at 11606 South Garnett Road, Broken Arrow, OK 74011, hereinafter referred to as the **PROJECT**; and,

HAIKEY CREEK LIFT STATION, PHASE 4
PROJECT NO. ES 2022-04

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated September 13, 2023, under which the **ENGINEER** was to provide professional services in connection with the **PROJECT**, hereinafter referred to as the **AGREEMENT**, and

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

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

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

- 1.0 **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 **AMENDMENT NO. 1**.
- 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, **COMPENSATION FOR ADDITIONAL SERVICES**, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 1**.
- 3.0 All other terms and conditions of the **AGREEMENT** of, September 13, 2023 as amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(SEAL)
ATTEST:



Andrea C. Bernica

Andrea Bernica, Assistant Secretary

BLACK & VEATCH CORPORATION (ENGINEER)

Derek L. Cambridge

Derek Cambridge, Vice President

Date 10/23/2024

(SEAL)
APPROVED:

REGIONAL METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority

Director of Water and Sewer

RECOMMENDED:

Broken Arrow Municipal Authority, Chairperson

Broken Arrow Municipal Authority, General Manager

ATTEST:

(SEAL) Secretary

Broken Arrow Municipal Authority, Assistant City Attorney

SCOPE OF PROJECT

ATTACHMENT A

- A. **SCOPE OF PROJECT.** The Scope of Project should be amended as set forth in this AMENDMENT NO. 1:

- A. **SCOPE OF PROJECT.** Delete the following from Attachment A:

2. TM No. 2 – Lift Station Flow Testing: Includes site visit and coordination as required to observe existing pump operation, document flow rates for all pumps and pump combinations. Work will also include a detailed hydraulic analysis of existing facilities in comparison to Hydraulic Institute Standards, and a desktop transient analysis of the system. This TM will establish the actual firm and peak lift station capacity to be used in alternative development. TM No. 2 will also document known operations and maintenance (O&M) issues and make recommendations; however, no HEC-RAS or FEMA CLOMR/LOMR support is included in the current project scope to address known site flood access issues.

Add the following alternative to Attachment A:

4.e. Upstream FEB Alternative

- New upstream FEB on the 54-inch interceptor
 - Existing site alternative
 - New site alternative

SCOPE OF SERVICES

ATTACHMENT B

B. SCOPE OF SERVICES. The Scope of Services should be amended as set forth in this AMENDMENT NO. 1:

B.0. Project Management and Administration. Extend the duration of tasks B.0, B.0.1 and B.0.2 to include four additional months of active project management.

B.1.3.2. TM No. 2 – Lift Station Flow Testing. Delete all tasks under B.1.3.2. Apply remaining 19,841.00 in TM No. 2 fee as a credit to offset the added scope of this amendment.

After B.1.3.4, add the following new task, B.1.3.5:

B.1.3.5 New Upstream Flow Equalization Basin (FEB) alternative

B.1.3.5.1 Review available properties upstream of the Haikey Creek Lift Station for possible construction of an FEB. List advantages and disadvantages of each and discuss with AUTHORITY in a monthly meeting to reduce list to up to three possible sites. Document sites selected in the monthly meeting minutes. Prepare conceptual cost estimates for utility conveyance costs for each site to the same level of detail provided previously for other site assessments. Present estimates and conduct a non-monetary analysis of each site during a monthly progress meeting. Select one FEB site (document in meeting minutes) to carry forward for additional evaluations that follow.

B.1.3.5.2 Receive the combined hydrograph for the area from Others (not included in this contract). Utilize the hydrograph to identify up to four combinations of pumped versus FEB capacity to meet the required Haikey Creek Lift Station firm pumping capacity.

B.1.3.5.3 Utilize the previously developed lift station and above ground FEB cost curves (Northslope Master Plan and CIP Development, Appendix A, prepared by TetraTech) to comparatively optimize between the four combinations identified in B.1.3.5.2; new comparative cost tools are not included in this scope. Present the comparative cost estimates for each lift station/FEB combination and conduct a non-monetary analysis of each alternative in a monthly progress meeting. Outcomes will be documented in the meeting minutes.

B.1.3.5.4 Develop a Class 4 Opinion of Probable Construction Cost (per AACE) for the one selected FEB alternative. This cost opinion will be of the similar level of detail as previously provided alternative costs.

B.1.3.5.5 Summarize Upstream FEB results and update TM-3 with this information.

B.1.3.5.6 Participate in up to four additional presentations to AUTHORITY representatives, as requested. It is assumed the presentation material to each audience will be generally similar.

Revise B.4.1.4 as follows:

B.4.1.4 Business Case Evaluation (BCE). Add up to two additional Business Case Evaluation forms (BCEs) to document any revisions to the Phase 4 and 5 Haikey Creek Lift Station implementation plan that occur as a result of the new upstream FEB analysis.

SCHEDULE. ENGINEER agrees to complete all work described above within the timeframes outlined in this AMENDMENT NO. 1. (See EXHIBIT 2, PROJECT SCHEDULE.)

EXHIBIT 2
PROJECT SCHEDULE

<u>Task</u>	<u>Milestone</u>
Amendment No. 1 NTP	
Complete FEB analysis	60 days after NTP
AUTHORITY comments on FEB analysis	15 days after submittal of analysis
Submit draft TM-3	30 days after receipt of comments
AUTHORITY comments on draft TM-3	15 days after receipt of draft
Final TM-3	15 days after receipt of comments
Update presentation to AUTHORITY representatives	30 days after receipt of comments on TM-3 draft
Draft Conceptual Study Report and BCE(s)	30 days after update presentations complete
AUTHORITY comments on draft Conceptual Study Report	15 days after receipt of draft
Final Conceptual Study Report and BCE(s)	15 days after receipt of comments.

COMPENSATION FOR ADDITIONAL SERVICES

ATTACHMENT D

C. COMPENSATION.

ENGINEER shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 1 and itemized in (see EXHIBIT 3, FEE SCHEDULE), an amount not to exceed Twenty-eight thousand Two Hundred Seventeen and 00/100 Dollars (\$28,217.00).

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

D.4. Travel and Subsistence Reimbursement. Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.

D.7 Special Services Allowance. At the sole discretion of AUTHORITY, a Special Services Allowance for geotechnical, potholing, abstract (real estate) research, and/or permit/review fees may be provided by AUTHORITY. Any such allowance will be for the direct cost of the Special Services, not to exceed Zero Dollars and Zero Cents (\$0.00) and will not include payment of any markup, profit or overhead to ENGINEER. Use of the Special Services Allowance must be authorized, in writing, by the AUTHORITY.

Original Contract Amount	\$268,813.00
AMENDMENT NO. 1	<u>\$28,217.00</u>
Total Amended Contract Amount	<u>\$297,030.00</u>

EXHIBIT 3 FEE SCHEDULE

CONTRACT TOTALS IN USD \$:						
Task	Hours	Labor	Travel Expenses	Field/Misc Expenses	Project Total	
Task 1	186	27217	0.00	1,000	28,217	
Upstream FEB Addition						
1/01 Site Alternatives + Workshop (HUB-lead)	8	1481.63	0.00	0.00	1481.63	
1/02 Identify corridors for hydrograph	9	2094.05	0.00	0.00	2094.05	
1/03 Identify corridors for pumped versus FEB flow (up to 4)	42	8169.15	0.00	0.00	8169.15	
1/04 Utilize cost curves for comparative estimate	28	3883.59	0.00	0.00	3883.59	
1/05 Workshop for comparative estimate review	16	2523.26	0.00	0.00	2523.26	
1/06 Cost option (similar method to previous)	35	4215.78	0.00	0.00	4215.78	
1/07 Add info to TM3	35	4215.78	0.00	0.00	4215.78	
1/08 Additional BCE development	10	1654.91	0.00	0.00	1654.91	
1/09 Update presentations (AMC, BA, TMUA, RMUA)	31	7371.59	0.00	0.00	7371.59	
1/10 Project Management (4 additional months) + progress meetings	53	9875.07	0.00	1000.00	9875.07	
Task 1 Subtotals	258	47057.87	0.00	1000.00	48057.87	
Task 2						
2/01 TM-2 Credit from Original Agreement	-73	-19840.74	0.00	0.00	-19840.74	
Task 2 Subtotals	-73	-19840.74	0.00	0.00	-19840.74	

NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Derek Cambridge, of lawful age, being first duly sworn, state that:
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: 
Signature

Title: Vice President

Subscribed and sworn to before me this 23 day of October, 2024.


Notary Public

My Commission Expires: 1/8/2027

Notary Commission Number: 23853879

County & State Where Notarized: Jackson County, Missouri

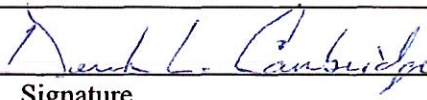
JENNIFER ENYART Notary Public-Notary Seal STATE OF MISSOURI Jackson County My Commission Expires 1/8/2027 Commission #23853879

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

INTEREST AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Derek Cambridge, 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 
Signature

Title Vice President

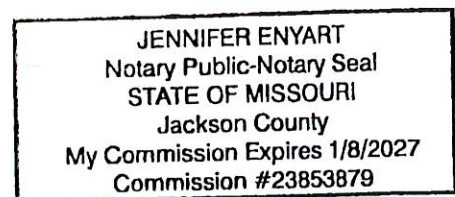
Subscribed and sworn to before me this 23 day of October, 2024.


Notary Public

My Commission Expires: 1/8/2027

Notary Commission Number: 23853879

County & State Where Notarized: Jackson County, Missouri



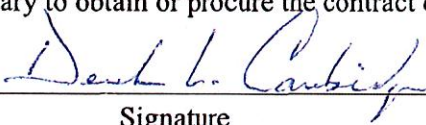
The Affidavit must be signed by an authorized agent and notarized.

AFFIDAVIT OF CLAIMANT

STATE OF MISSOURI

COUNTY OF JACKSON

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: Derek L. Cambridge

Company: Black & Veatch Corporation

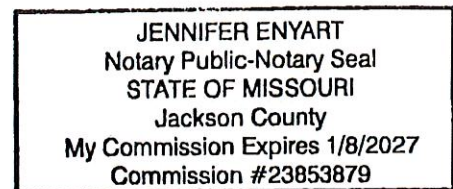
Title: Vice President

Subscribed and sworn to before me this 23 day of October, 2024.


Notary Public

My Commission Expires: 1/8/2027

Notary Commission Number: 23853879





BLACK & VEATCH

CERTIFICATE OF OFFICER

I, Andrea C. Bernica, the Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of the by-laws of the Corporation and that said by-laws have not been rescinded or modified, and is still in full force and effect.

RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Derek L. Cambridge, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 10th day of October 2024.



Andrea C. Bernica

Andrea C. Bernica
Assistant Secretary