

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
VERDIGRIS RIVER WATER TREATMENT PLANT
ON-SITE HYPOCHLORITE GENERATION SYSTEM BRINE TANK
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2154350**

1.0 Professional Consulting Firm:

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: 972-960-4400
- 1.3 Address: 17111 Preston Road, Suite 300
Dallas, TX 75248-1232

2.0 Project Name/Location: Verdigris River Water Treatment Plant (VRWTP) On-site Hypochlorite Generation System Brine Tank, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services to conduct preliminary design, final design, bidding phase and construction phase services for the addition of a brine storage tank for the on-site hypochlorite generation system at the VRWTP. The documents shall include, but not be limited to, the following: preliminary design report, construction plans detailing the intent of the PROJECT; construction specifications; general conditions and special conditions; and opinion of probable construction cost.

4.0 Agreement Summary:

4.1 Agreement Amount:	
Administrative/Managerial Duties	\$ 15,924.00
Preliminary Design Phase	\$ 18,094.00
Final Design Phase	\$ 96,850.00
Bid Assistance Phase	\$ 8,766.00
Construction Services Phase	\$ 23,777.00
<u>TOTAL AGREEMENT AMOUNT</u>	<u>\$ 163,411.00</u>

4.2 Agreement Time (Design only): 165 calendar days

4.3 Estimated Construction Cost: \$1,500,000

5.0 Agreement Approved by the OWNER on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.
FOR
VERDIGRIS RIVER WATER TREATMENT PLANT
ON-SITE HYPOCHLORITE GENERATION SYSTEM BRINE TANK
PROJECT NO. 2154350**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and HDR Engineering, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to construct improvements to the on-site hypochlorite generation system at the Verdigris River Water Treatment Plant (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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. 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. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

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 and Additional Services.

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 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, Project 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 AGREEMENT, 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 AGREEMENT, 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 AGREEMENT; and

24.1.4 Has required, and will at all times during the term of this AGREEMENT, 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 AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), 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 OWNER 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 CONSULTANT 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 Avenue
Broken Arrow, OK 74012
Contact: Emily Rowland, P.E.
Environmental Division Manager

CONSULTANT: HDR Engineering, Inc.
17111 Preston Road, Suite 300
Dallas, TX 75248-1232
972-960-4400
Contact: Joel Cantwell, P.E.
Vice President, Project Manager

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

IN WITNESS WHEREOF, the General 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

CONSULTANT:
HDR Engineering, Inc.

By: _____
Michael L. Spurgeon,
General Manager

By: _____
[Signature]
Lucas A. Bathurst,
Vice President, Area Manager

Date: _____

Date: December 20, 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Attest: _____
[Signature]
Jenifer Rayshell, Admin. Assistant

Date: _____

Date: December 20, 2024

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

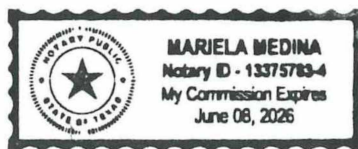
State of) Texas
) §
County of) Dallas

Before me, a Notary Public, on this 20th day of December, 2024, personally appeared Lucas A. Bathurst, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of HDR Engineering, Inc., 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:
June 08, 2026

[Signature]

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WATER TREATMENT PLANT
ON-SITE HYPOCHLORITE GENERATION SYSTEM BRINE TANK
PROJECT NO. 2154350**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 202__.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to conduct preliminary design, final design, bid phase and construction phase services for construction of a brine storage tank for the on-site hypochlorite generation system at the VRWTP. The PROJECT deliverables will include, but not be limited to, the following: preliminary design report, construction plans detailing the intent of the PROJECT; construction specifications; general conditions and special conditions; and opinion of probable construction cost (OPCC).

CONSULTANT understands that the improvements will include the addition of a brine tank facility including associated site/civil, structural, electrical, and instrumentation and control improvements to support the proposed facility.

- 1.2 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 PROJECT.

2.0 SCOPE OF SERVICES

- 2.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT will be responsible to perform the following tasks throughout the course of the PROJECT:

2.1.1 Document all meetings and send documentation to OWNER within three (3) calendar days.

2.1.2 Prepare monthly invoices that include a PROJECT status report and schedule update and submit to OWNER.

- 2.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT will perform the following tasks:

2.2.1 Meet with the OWNER in a virtual Project Kickoff Meeting to confirm design criteria, equipment preferences, requirements and codes and other evaluation criteria as well as PROJECT schedule and milestone dates.

2.2.2 Prepare a Preliminary Design Memorandum consisting of design criteria, conceptual drawings, and written descriptions of the

PROJECT. If desired by OWNER, the memorandum will be prepared in funding agency formatting (FACT).

- 2.2.3 Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost (OPCC).
 - 2.2.4 Submit the draft Preliminary Design Memorandum to OWNER in electronic pdf format (no hard copies) and review with OWNER on a virtual meeting. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the document.
 - 2.2.5 Revise the Preliminary Design Memorandum in response to OWNER's comments, as appropriate, and furnish to OWNER five (5) hard copies and an electronic pdf file of the revised Preliminary Design Memorandum within 14 days after receipt of OWNER's comments.
- 2.3 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT will perform the following tasks:
- 2.3.1 Prepare draft (60 percent complete) and final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR. OWNER will prepare the front-end documents (Division 0). CONSULTANT will assist the OWNER with specific PROJECT information including PROJECT description, construction duration, bid proposal items, etc.
 - 2.3.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist OWNER in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 - 2.3.3 For 60 percent submittal, furnish for review by OWNER seven (7) copies and an electronic pdf file of the draft Drawings and Specifications and review them with OWNER in a virtual workshop setting. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions.
 - 2.3.4 Prepare and revise the final Drawings and Specifications in accordance with comments and instructions from the OWNER, as appropriate, and submit one reproducible final copy and electronic pdf files of such documents to OWNER.
 - 2.3.5 Advise OWNER of any recommended adjustments to the opinion of probable Construction Cost. An updated cost shall be prepared for the final documents.
- 2.4 BID ASSISTANCE PHASE: After acceptance by OWNER of the final Drawings and Specifications and the most recent opinion of probable Construction Cost, and upon written authorization from OWNER to proceed, the CONSULTANT

shall perform the following tasks:

- 2.4.1 Participate in a virtual pre-bid meeting. The OWNER will prepare the agenda and facilitate the meeting.
 - 2.4.2 Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - 2.4.3 Consult with OWNER as to the qualifications of prospective contractors and assist OWNER in evaluating bids. Prepare a recommendation of award letter and submit to OWNER. CONSULTANT will not attend the bid opening.
 - 2.4.4 Prepare conformed drawings and specifications that incorporate addenda items and submit three half-size sets of documents to OWNER and one half-size set of documents to successful bidder along with pdf versions to each entity.
- 2.5 CONSTRUCTION SERVICES PHASE: OWNER will manage the PROJECT during construction, and CONSULTANT will provide only specified, limited services, to include the following:
- 2.5.1 Attend the pre-construction meeting with OWNER and CONTRACTOR. CONSULTANT will attend virtually.
 - 2.5.2 Review shop drawings and submittals for equipment, appurtenances, and electrical-related components and provide written review comments to OWNER.
 - 2.5.3 Provide responses to OWNER for CONTRACTOR Requests for Information (RFIs) as needed.
 - 2.5.4 Conduct a Substantial Completion site visit (one CONSULTANT employee). Provide a written punch list of items to OWNER that require completion by the CONTRACTOR prior to OWNER acceptance.
 - 2.5.5 Incorporate changes into the drawings and produce Record Drawings based on red-lined Drawings provided by OWNER.
 - 2.5.6 Submit Record Drawings on electronic media (AutoCAD and PDF formats).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WATER TREATMENT PLANT
ON-SITE HYPOCHLORITE GENERATION SYSTEM BRINE TANK
PROJECT NO. 2154350**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____, 202__.

- Preliminary Design Memorandum
- 60% Drawings and Specifications
- Drawings and Specifications for Permitting Agency Submittal
- Final (Bid-ready) Drawings, Specifications, and OPCC
- Addenda (as needed)
- Conformed Drawings and Specifications
- Record Drawings

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
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HDR ENGINEERING, INC. (CONSULTANT)
FOR
VERDIGRIS RIVER WATER TREATMENT PLANT
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PROJECT NO. 2154350**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply and shall be made a part of the AGREEMENT dated the _____ day of _____, 202__.

1.0 BASIC COMPENSATION

The basic compensation for the 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 Administrative/Managerial Duties Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$15,924 for the completion of the Administrative/Managerial Duties. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$18,094 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$96,850 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bid Assistance Phase Payment: The OWNER shall pay the CONSULTANT on a time and materials basis with a not-to-exceed amount of \$8,766 for the completion of the Bid Assistance Phase. Labor will be billed at raw hourly rates times a multiplier of 3.25, and expenses for travel and lodging will be reimbursed at cost times a multiplier of 1.0.
- 1.5 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT on a time and materials basis with a not-to-exceed amount of \$23,777 for the completion of the Construction Services Phase. Labor will be billed at raw hourly rates times a multiplier of 3.25, and expenses for travel and lodging will be reimbursed at cost times a multiplier of 1.0.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the CONSULTANT. No separate payment will be made for these expenses.

3.0 MILEAGE

All mileage costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

4.0 DIRECT COSTS

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

5.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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PROJECT NO. 2154350**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER's responsibilities and contract special conditions shall be made a part of the AGREEMENT dated the _____ day of _____, 202__.

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's 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
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PROJECT NO. 2154350**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 202__.

1.0 PRELIMINARY DESIGN PHASE:

Complete 45 Calendar Days after Notice to Proceed with Preliminary Design

2.0 FINAL DESIGN PHASE:

Complete 120 Calendar Days after Notice to Proceed with Final Design

3.0 BID ASSISTANCE PHASE:

Assumed bidding period is 90 Calendar Days

4.0 CONSTRUCTION SERVICES PHASE:

Assumed construction period is 365 Calendar Days