

**AMENDMENT NO. 6**  
**TO**  
**THE AGREEMENT**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**HAIKEY CREEK LIFT STATION IMPROVEMENTS**  
**RMUA PROJECT NO. ES 2009-10**

**THIS AMENDMENT No. 6** to the Agreement for Professional Engineering Services (Contract No. \_\_\_\_\_) is made and entered into this 24 day of July, 2019, between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Tetra Tech, Inc., hereinafter referred to as **ENGINEER**;

**WITNESSETH:**

**WHEREAS**, **AUTHORITY** and the **ENGINEER** entered into an Agreement, dated the 24<sup>th</sup> day of June 2009, to construct improvements to the Haikey Creek Lift Station, and Amendment No. 1, dated the 13<sup>th</sup> day of January 2010; Amendment No. 2, dated the 22<sup>nd</sup> day of June 2011; Amendment No. 3, dated the March 14, 2012; and Amendment No. 4, dated June 26, 2013; and Amendment No. 5, dated the June 18, 2014;

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

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

**WHEREAS**, funding is available for the **PROJECT** under Account Number ACCOUNT NOS. 132007R.SewerLines.5455602.6951-9518900-541103

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties agree to amend the Agreement as follows:

- 1.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the **SERVICES**, described in Attachment B-6, SCOPE OF SERVICES and progress according to Exhibits 1-6, **PROJET LOCATION**, and 2-6, **SCHEDULE**, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 6**.
- 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-6, COMPENSATION FOR

ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 6.

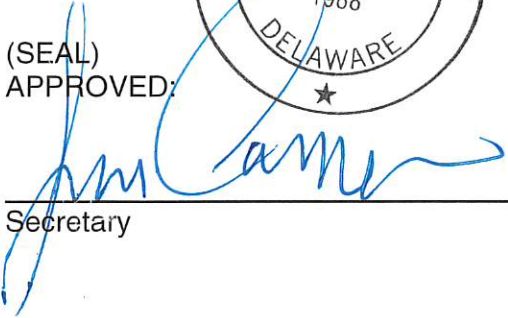
- 3.0 All other terms and conditions of the Agreement of June 24<sup>th</sup>, 2009, as amended, shall remain in full force and effect.

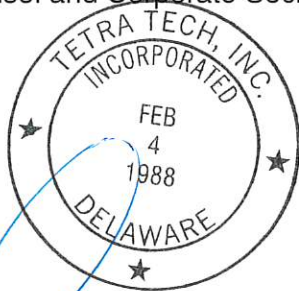
IN WITNESS WHEREOF, the parties have executed this AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(SEAL)  
ATTEST:

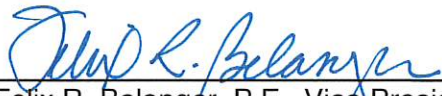
  
\_\_\_\_\_  
Preston Hopson, Senior Vice President  
General Counsel and Corporate Secretary

(SEAL)  
APPROVED:

  
\_\_\_\_\_  
Secretary

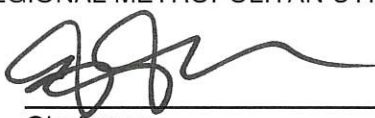


TETRA TECH, INC.

  
\_\_\_\_\_  
Felix R. Belanger, P.E., Vice President

Date June 7, 2019

REGIONAL METROPOLITAN UTILITY AUTHORITY

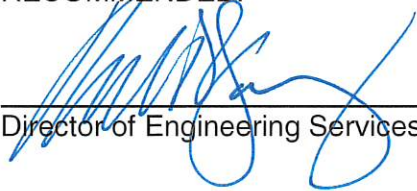
  
\_\_\_\_\_  
Chairman

Date 7-24-2019

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for Regional Metropolitan  
Utility Authority

RECOMMENDED:

  
\_\_\_\_\_  
Director of Engineering Services

RECOMMENDED:

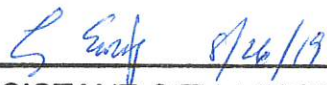
\_\_\_\_\_  
Broken Arrow Municipal Authority, Chairman

\_\_\_\_\_  
City of Broken Arrow, City Manager

ATTEST:

\_\_\_\_\_  
(SEAL) CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
BROKEN ARROW

**AMENDMENT NO. 6**  
**TO**  
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**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**HAIKEY CREEK LIFT STATION IMPROVEMENTS**  
**RMUA PROJECT NO. ES 2009-10**  
**SCOPE OF SERVICES**  
**ATTACHMENT B-6**

**B. SCOPE OF SERVICES.** The Scope of Services shall be amended as follows:

**B.1 DESIGN SKETCHES OF 30" FORCEMAIN EROSION REPAIR AND PROTECTION AT CREEK CROSSINGS.**

B.1.1 Preparation of construction sketches to be used for the construction of the project by the AUTHORITY'S construction contractor as a work directive; all in accordance with the AUTHORITY'S standards, detailed specifications, and approval by the AUTHORITY.

B.1.1.1 Hand Sketches shall include as a minimum:

- 1) Detailed plan view of erosion repair and control measures for the 30-inch force main at the creek crossings located:
  - Approximately between Stations 10+75 and 11+25, (1 sheet) and
  - Approximately between Stations 118+00 and 121+00 (1 sheet).

Note: Scope does not include SWP3 preparation or other permits as it is understood the project still falls under the USACE General/Nationwide permit that was previously applied for under the Phase 3 force main construction and lift station improvements. Should additional permitting or SWP3 plans be required it would be additional services. Scope does not include topographic survey or assistance in securing easement or right of access. Scope does not include final signed and sealed design drawings or specifications. Sketches are to be provided as part of work directive for contractor's understanding.

B.1.3 ENGINEER shall develop approximate quantity takeoffs and construction cost estimate for the AUTHORITY'S review and use in issuing work directive and change order processing to mobilize contractor for repair work.

- B.1.4 Hold onsite meeting with the AUTHORITY'S contractor to review design plans prior to construction.
- B.1.5 Provide the AUTHORITY 6 sets of half sized hand sketches, and 1 electronic copy of the sketches.
- B.1.6 AUTHORITY will be responsible for securing all necessary construction easements (if required) and/or right of way entry documentation. Creating legal descriptions, right of way documents, property reports, or easement assistance is not included in scope of work and would be considered additional services.

**B.2 BIDDING/ADVERTISEMENT PHASE SERVICES.** BIDDING/ADVERTISEMENT PHASE SERVICES are not to be provided unless added by Amendment. Scope of work assumes existing contractor will be retained to perform work.

**B.3 GENERAL SERVICES DURING CONSTRUCTION.**

- B.3.1 It is mutually agreed that the Construction Contract may provide that the Contractor shall be responsible for laying out the work; shall protect and preserve any established reference points and shall make no changes or relocations without the prior written approval of the AUTHORITY.
- B.3.2 Construction Contract also shall provide that the Contractor report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation.
- B.3.3 Review submittals submitted by the Contractor for conformance with the design concept of the Project and compliance with the information given in the contract documents. Scope of services for this task assumes ENGINEER will be required to review 2 submittals or less.
- B.3.4 Attend monthly progress meetings. In general, progress meetings shall be conducted a minimum of monthly during the Project, not exceeding 1 meeting during estimated construction period. Concurrently on the day of the monthly construction progress meeting, ENGINEER shall observe the construction of the Project and discuss any concerns with the AUTHORITY. In addition, the ENGINEER will make periodic site visits during critical phases of work, not exceeding 1 site visit.
- B.3.5 Final Inspections. Conduct the final inspections after completion of the punch lists by the contractors.
- B.3.6 ENGINEER may assist the AUTHORITY with providing one (1) hand sketch of the drop/energy dissipating structure if required during construction. Sketches developed as part of the design process and/or incorporated during construction shall not be used as final signed and sealed record drawings. General Information from the sketches shall be incorporated into the record drawings where applicable using ACAD. AUTHORITY understands sketches are only to be used as part of construction work directive for contractor's understanding and are not sealed final drawings. Should the AUTHORITY require ENGINEER sealed drawings for the creek crossing erosion and protection to be used for record drawing purposes, the ENGINEER may provide as additional services which may be added by amendment.

B.3.7 ENGINEER agrees to provide these services for a period of time estimated to equal the time necessary for construction of the project, which is equal to 30 calendar days. Extension of Contractor's time as a result of Contractor's delay or AUTHORITY-approved change orders will entitle the mutual negotiated scope amendment between AUTHORITY and ENGINEER to extend and continue ENGINEER'S services.

**B.4 RESIDENT PROJECT REPRESENTATIVE SERVICES.** RESIDENT PROJECT REPRESENTATIVE SERVICES are not to be provided unless added by Amendment.

**B.5 LIFT STATION PUMP TESTING AND HYDRAULIC ANALYSIS.**

B.5.1 ENGINEER shall perform a Pumping Capacity Evaluation. The ENGINEER shall evaluate the existing pumps (4 total) in order to determine their theoretical design capacity and existing capacity. The Capacity Evaluation will consist of an inspection of the existing pumps, development of a testing plan, and testing.

B.5.2 The Testing Plan will identify the specific tests to be performed, manpower requirements for both the ENGINEER and the AUTHORITY, testing schedule, test equipment to be utilized, and safety requirements. The draft Testing Plan shall be reviewed with the AUTHORITY and a final Testing Plan developed with approval of the AUTHORITY.

B.5.3 ENGINEER shall summarize the findings of the pump testing evaluation and shall prepare and submit a draft report in the form of a technical memorandum. After comments are received, a final report will be prepared and submitted to the AUTHORITY. ENGINEER will provide ten (10) copies of the final report. All documentation and reports shall be delivered in Microsoft compatible format.

**AMENDMENT NO. 6**

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**FOR**

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**HAIKEY CREEK LIFT STATION IMPROVEMENTS**

**RMUA PROJECT NO. ES 2009-10**

**COMPENSATION FOR ADDITIONAL SERVICES**

**ATTACHMENT D-6**

**D. COMPENSATION.**

ENGINEER shall be paid as compensation for the professional services set forth in this Amendment No. 6 and itemized in Exhibit 3-6 (Fee Schedule), an amount not to exceed thirty-four thousand eight hundred and 00/100 Dollars (\$34,800.00).

The ENGINEER acknowledges the following summary of modifications to the Fee Schedule as stated in the original contract and modified by this Amendment No. 6:

|                    | <u>DATE</u>      | <u>AMOUNT</u>  |
|--------------------|------------------|----------------|
| Original Agreement | June 24, 2009    | \$100,000.00   |
| Amendment No. 1    | January 13, 2010 | \$ 84,900.00   |
| Amendment No. 2    | June 22, 2011    | \$120,000.00   |
| Amendment No. 3    | March 14, 2012   | \$222,600.00   |
| Amendment No. 4    | June 26, 2013    | \$123,000.00   |
| Amendment No. 5    | June 18, 2014    | \$799,900.00   |
| Total (Previous)   |                  | \$1,450,400.00 |

Amendment No. 6 Breakdown

|                                                         |             |
|---------------------------------------------------------|-------------|
| Task B.1 - Design Sketches of 30" FM Erosion Protection | \$7,300.00  |
| Task B.3 – General Services During Construction         | \$8,000.00  |
| Task B.5 – Lift Station Pump Testing & Analysis         | \$19,500.00 |

**Amendment No. 6** **\$34,800.00**

New Total Amended Contract Amount **\$ 1,485,200.00**

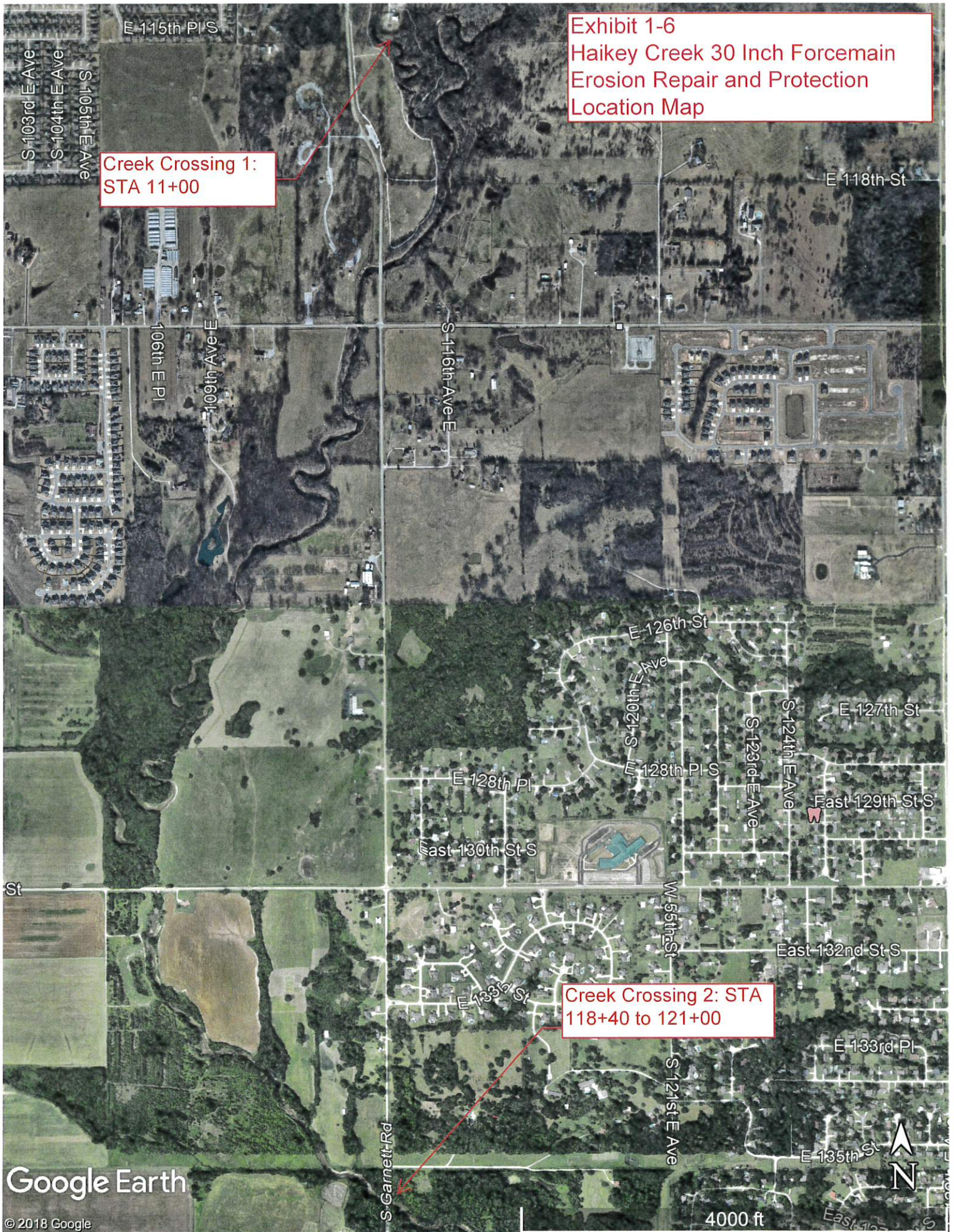
**Exhibit 1-6**  
**Haikey Creek 30 Inch Forcemain**  
**Erosion Repair and Protection**  
**Location Map**

**Creek Crossing 1:**  
**STA 11+00**

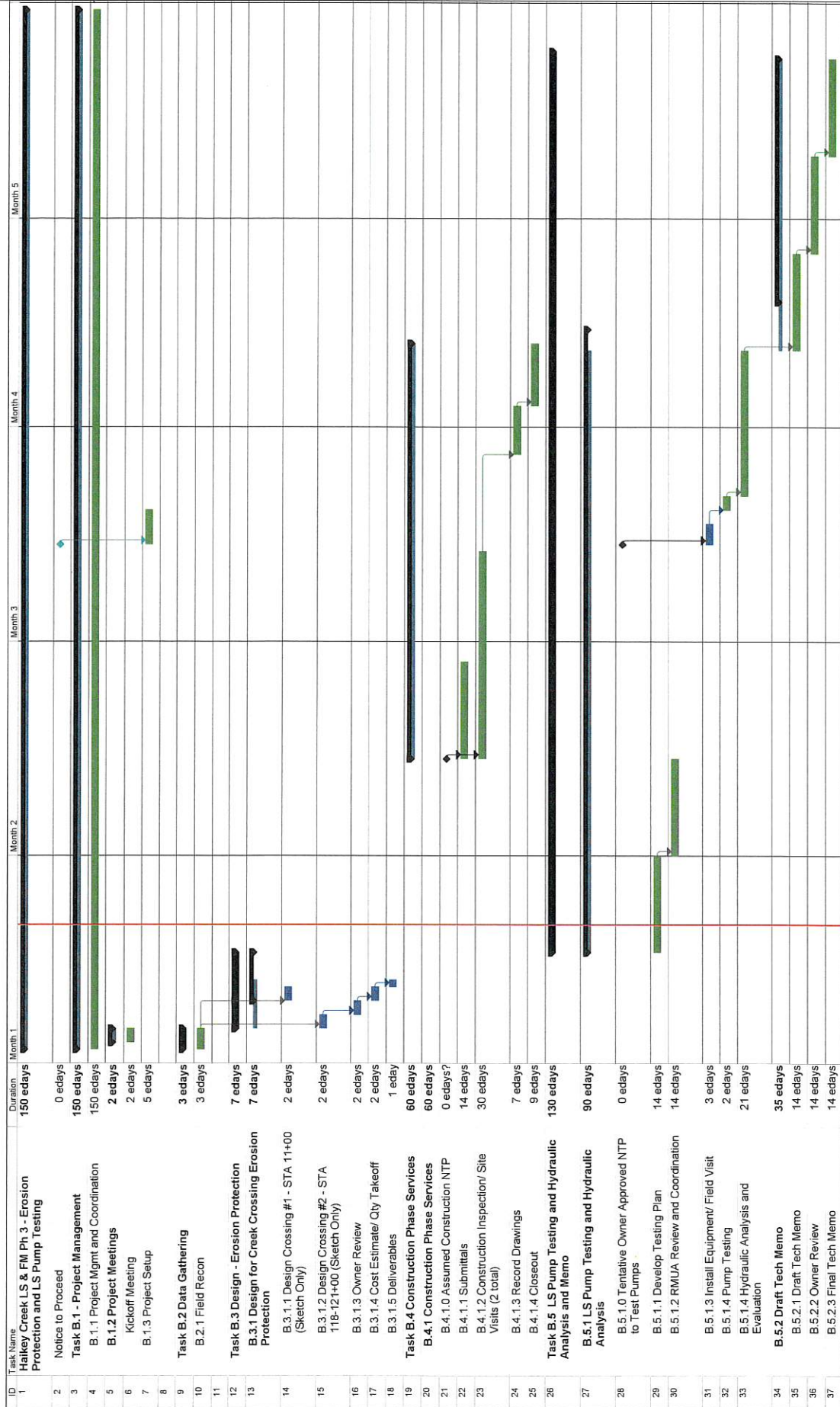
**Creek Crossing 2: STA**  
**118+40 to 121+00**

Google Earth

© 2018 Google



REGIONAL METROPOLITAN UTILITY AUTHORITY  
 RMUA ES 2009-10  
 HAIKEY CREEK FM EROSION PROTECTION AND PUMP TESTING  
 EXHIBIT 2-6 - PROJECT SCHEDULE



TETRA TECH

**Price Proposal**

**Haikye Creek LS Phase 3 - Amendment No. 6**

Amendment for providing pump testing of Haikye Creek LS and design and construction services for erosion protection of existing foremain at creek crossings.  
Submitted to: Regional Metropolitan Utility Authority (Attn: Aaron Johnson, City of Tulsa)

Contract Type: T&M

| Project Phases / Tasks                                 |          |          |           | Schedule |           |          |                 | Total Labor Hrs | Labor Plan  |                 |       |      |        |                 |      |                     |       |        |        | Price Summary / Totals |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------------------------|----------|----------|-----------|----------|-----------|----------|-----------------|-----------------|-------------|-----------------|-------|------|--------|-----------------|------|---------------------|-------|--------|--------|------------------------|----|----|--------|--------|--|--|--|--|--|--|--|--|--|--|
| From                                                   | Thru     | Months   | Week Days | Off      | Week Days | Engineer | Senior Engineer |                 | Project Mgr | Labor Rate Esc. | Labor | Subs | Travel | Mat'l's & Equip | ODCs | Task Pricing Totals |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| Amendment No. 6                                        |          |          |           |          |           |          |                 |                 |             |                 |       |      |        |                 |      |                     |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| B.5 - Pump Testing and Hydraulic Analysis              |          |          |           |          |           |          |                 |                 |             |                 |       |      |        |                 |      |                     |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| Project Management                                     | 05/01/19 | 11/01/19 | 5.9       | 14       | 118       |          |                 | 29              | 38          | 38              | 26    | 16   | 6      | 4               | 2    | 3                   | 18    | 0.00%  | 37,641 | -                      | -  | 75 | -      | 37,716 |  |  |  |  |  |  |  |  |  |  |
| Field Monitoring                                       | 05/15/19 | 06/15/19 | 1.0       | 3        | 26        |          |                 | 6               | 6           | 6               | 6     | 6    | 6      | 6               | 6    | 6                   | 6     | 6      | 6      | 6                      | 6  | 6  | 6      | 6      |  |  |  |  |  |  |  |  |  |  |
| Designing Testing Plan                                 | 06/01/19 | 06/15/19 | 0.5       | 1        | 9         |          |                 | 1               | 1           | 1               | 1     | 1    | 1      | 1               | 1    | 1                   | 1     | 1      | 1      | 1                      | 1  | 1  | 1      | 1      |  |  |  |  |  |  |  |  |  |  |
| Relata Based Coordination                              | 06/15/19 | 06/30/19 | 0.5       | 2        | 9         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Initial Wet Well Level Recorder                        | 07/01/19 | 07/15/19 | 0.5       | 1        | 9         |          |                 | 3               | 3           | 3               | 3     | 3    | 3      | 3               | 3    | 3                   | 3     | 3      | 3      | 3                      | 3  | 3  | 3      | 3      |  |  |  |  |  |  |  |  |  |  |
| Hydraulic Modeling                                     | 07/01/19 | 07/15/19 | 0.5       | 1        | 9         |          |                 | 3               | 3           | 3               | 3     | 3    | 3      | 3               | 3    | 3                   | 3     | 3      | 3      | 3                      | 3  | 3  | 3      | 3      |  |  |  |  |  |  |  |  |  |  |
| Hydraulic Analysis and Evaluation                      | 07/15/19 | 07/30/19 | 0.5       | 2        | 9         |          |                 | 6               | 6           | 6               | 6     | 6    | 6      | 6               | 6    | 6                   | 6     | 6      | 6      | 6                      | 6  | 6  | 6      | 6      |  |  |  |  |  |  |  |  |  |  |
| Draft Tech Memo                                        | 08/01/19 | 08/22/19 | 0.7       | 2        | 13        |          |                 | 10              | 10          | 10              | 10    | 10   | 10     | 10              | 10   | 10                  | 10    | 10     | 10     | 10                     | 10 | 10 | 10     | 10     |  |  |  |  |  |  |  |  |  |  |
| Final Tech Memo                                        | 09/10/19 | 09/30/19 | 0.6       | 2        | 13        |          |                 | 10              | 10          | 10              | 10    | 10   | 10     | 10              | 10   | 10                  | 10    | 10     | 10     | 10                     | 10 | 10 | 10     | 10     |  |  |  |  |  |  |  |  |  |  |
| Travel                                                 | 05/01/19 | 10/01/19 | 5.9       | 11       | 99        |          |                 | 25              | 27          | 27              | 23    | 11   | 6      | 4               | 2    | 3                   | 18    | 0.00%  | 37,641 | -                      | -  | 75 | -      | 37,716 |  |  |  |  |  |  |  |  |  |  |
| 30" FM Erosion Protection                              |          |          |           |          |           |          |                 |                 |             |                 |       |      |        |                 |      |                     |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| B.1 - Design Sketches                                  |          |          |           |          |           |          |                 |                 |             |                 |       |      |        |                 |      |                     |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| Project Management                                     | 05/01/19 | 11/01/19 | 5.9       | 14       | 118       |          |                 | 15              | 12          | 12              | 9     | 2    | 1      | 1               | 1    | 1                   | 1     | 1      | 1      | 1                      | 1  | 1  | 1      | 1      |  |  |  |  |  |  |  |  |  |  |
| Field Monitoring                                       | 05/01/19 | 05/15/19 | 0.5       | 1        | 9         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Field Record Site Visit 12)                            | 05/01/19 | 06/07/19 | 1.2       | 3        | 24        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Update Sketches - Eros. Protect. Crossing #1 (1 sheet) | 06/10/19 | 06/14/19 | 0.1       | 1        | 4         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Update Sketches - Eros. Protect. Crossing #2 (1 sheet) | 06/10/19 | 06/16/19 | 0.2       | 1        | 4         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Cost Estimate/Quantity Takeoff                         | 06/14/19 | 06/17/19 | 0.1       | 1        | 4         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Travel                                                 | 05/01/19 | 10/01/19 | 4.9       | 11       | 99        |          |                 | 10              | 15          | 15              | 10    | 9    | 4      | 2               | 3    | 18                  | 0.00% | 37,641 | -      | -                      | 75 | -  | 37,716 |        |  |  |  |  |  |  |  |  |  |  |
| B.3 - Construction Phase Services                      |          |          |           |          |           |          |                 |                 |             |                 |       |      |        |                 |      |                     |       |        |        |                        |    |    |        |        |  |  |  |  |  |  |  |  |  |  |
| Construction Admin (Submittal Review - 2 max)          | 07/08/19 | 08/15/19 | 1.2       | 3        | 25        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Construct Design Sketches - Deep Structure (1 detail)  | 07/08/19 | 08/15/19 | 1.2       | 3        | 25        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Construction Inspection (2 weeks)                      | 07/08/19 | 08/15/19 | 1.2       | 3        | 25        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Record Drawings (4 sheets)                             | 08/15/19 | 08/21/19 | 0.2       | 1        | 4         |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Closeout                                               | 08/21/19 | 09/21/19 | 1.0       | 6        | 26        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Travel                                                 | 05/01/19 | 10/01/19 | 4.9       | 11       | 99        |          |                 | 2               | 2           | 2               | 2     | 2    | 2      | 2               | 2    | 2                   | 2     | 2      | 2      | 2                      | 2  | 2  | 2      | 2      |  |  |  |  |  |  |  |  |  |  |
| Totals                                                 | 05/01/19 | 11/01/19 | 5.9       |          | 269       |          |                 | 54              | 65          | 65              | 41    | 11   | 16     | 4               | 2    | 3                   | 18    | 0.00%  | 37,641 | -                      | -  | 75 | -      | 37,716 |  |  |  |  |  |  |  |  |  |  |

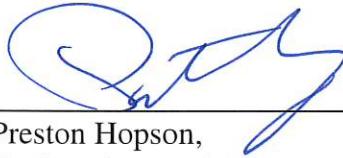
**CERTIFICATE  
TETRA TECH, INC.**

To: Regional Metropolitan Utility Authority

I hereby certify to you that I am the duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation. I further certify to you on behalf of the Corporation that:

Felix R. Belanger, P.E., Vice President, of the Corporation's United States Infrastructure Division of the Government Services Group, is an authorized individual, in accordance with the Corporation's Signature Approval Authority Matrix, as approved by the Corporation's Board of Directors, to execute for and on behalf of the Company, Amendment No. 6 to the Agreement for Professional Engineering Services for RMUA Project No. ES 2009-10, Haikey Creek Lift Station Improvements, in the amount not to exceed \$34,800, between the Corporation and Regional Metropolitan Utility Authority.

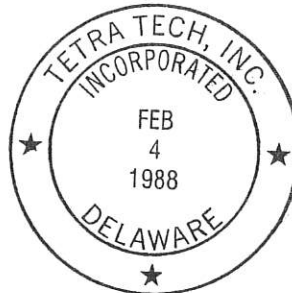
IN WITNESS WHEREOF, I have hereunto set my hand as of this 7<sup>th</sup> day of June 2019.



---

Preston Hopson,  
Senior Vice President, General Counsel and  
Corporate Secretary

(Seal)



## INTEREST AFFIDAVIT

STATE OF OKLAHOMA )

)ss.

COUNTY OF TULSA )

I, Felix Belanger, 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.

Tetra Tech is a publicly traded corporation

By

Felix R. Belanger  
Signature

Title Vice President

Subscribed and sworn to before me this 7<sup>th</sup> day of June 2019.

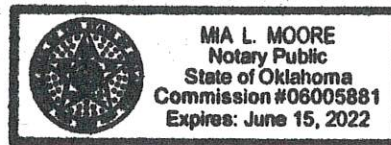
Mia L. Moore

Notary Public: Mia L. Moore

My Commission Expires: June 15, 2022

Notary Commission Number: 06005881

County & State Where Notarized: Tulsa County, Oklahoma



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

# NON-COLLUSION AFFIDAVIT

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

STATE OF OKLAHOMA )

)ss.

COUNTY OF TULSA )

I, Felix Belanger, 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

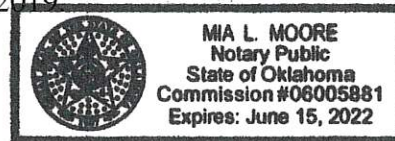
Subscribed and sworn to before me this 7<sup>th</sup> day of June 2019

Mia L. Moore  
Notary Public: Mia L. Moore

My Commission Expires: June 15, 2022

Notary Commission Number: 06005881

County & State Where Notarized: Tulsa County, Oklahoma



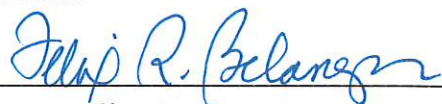
**The Affidavit must be signed by an authorized agent and notarized.**

**AFFIDAVIT OF CLAIMANT**

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By:   
Signature

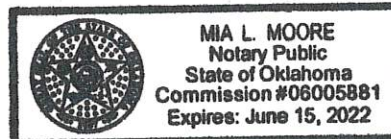
Name: Felix Belanger

Company: Tetra Tech, Inc.

Title: Vice President

Subscribed and sworn to before me this 7<sup>th</sup> day of June 2019.

  
Notary Public: Mia L. Moore



My Commission Expires: June 15, 2022

Notary Commission Number: 06005881



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/15/2019

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 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).

|                                                                                                                                                             |                                                           |                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Los Angeles CA Office<br>707 Wilshire Boulevard<br>Suite 2600<br>Los Angeles CA 90017-0460 USA | <b>CONTACT NAME:</b>                                      |                                       |
|                                                                                                                                                             | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122               | <b>FAX (A/C. No.):</b> (800) 363-0105 |
| <b>INSURED</b><br>Tetra Tech, Inc.<br>7645 East 63rd Street, Suite 301<br>Tulsa, OK 74133                                                                   | <b>E-MAIL ADDRESS:</b>                                    |                                       |
|                                                                                                                                                             | <b>INSURER(S) AFFORDING COVERAGE</b>                      |                                       |
|                                                                                                                                                             | <b>NAIC #</b>                                             |                                       |
|                                                                                                                                                             | <b>INSURER A:</b> Zurich American Insurance Company       | 16535                                 |
|                                                                                                                                                             | <b>INSURER B:</b> American International Group UK Limited | 044147                                |
|                                                                                                                                                             | <b>INSURER C:</b> Lexington Insurance Company             | 19437                                 |
|                                                                                                                                                             | <b>INSURER D:</b>                                         |                                       |
|                                                                                                                                                             | <b>INSURER E:</b>                                         |                                       |
|                                                                                                                                                             | <b>INSURER F:</b>                                         |                                       |

**COVERAGES****CERTIFICATE NUMBER:****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.

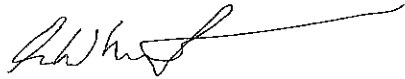
Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD                                    | SUBR WVD | POLICY NUMBER           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                         |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> X,C,U Coverage<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                              |          | GL01817406-00           | 10/01/2018              | 10/01/2019              | EACH OCCURRENCE                                                                | \$2,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$1,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | MED EXP (Any one person)                                                       | \$10,000     |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | PERSONAL & ADV INJURY                                                          | \$2,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | GENERAL AGGREGATE                                                              | \$4,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | PRODUCTS - COMP/OP AGG                                                         | \$4,000,000  |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                       |                                              |          | BAP1857085-00           | 10/01/2018              | 10/01/2019              | COMBINED SINGLE LIMIT (Ea accident)                                            | \$2,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | BODILY INJURY (Per person)                                                     |              |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | BODILY INJURY (Per accident)                                                   |              |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | PROPERTY DAMAGE (Per accident)                                                 |              |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$100,000                                                                                                                                          |                                              |          | CSUSA1802199            | 10/01/2018              | 10/01/2019              | EACH OCCURRENCE                                                                | \$10,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | AGGREGATE                                                                      | \$10,000,000 |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                   | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WC2540616-00 - Oklahoma | 10/01/2018              | 10/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | E.L. EACH ACCIDENT                                                             | \$1,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | E.L. DISEASE-EA EMPLOYEE                                                       | \$1,000,000  |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | E.L. DISEASE-POLICY LIMIT                                                      | \$1,000,000  |
| C        | Professional Liability and Contractor's Pollution Liab                                                                                                                                                                                                                                                                                                                           |                                              |          | 028182375               | 10/01/2017              | 10/01/2019              | Each Claim                                                                     | \$500,000    |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | Aggregate                                                                      | \$500,000    |
|          |                                                                                                                                                                                                                                                                                                                                                                                  |                                              |          |                         |                         |                         | Deductible                                                                     | \$250,000    |

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

Job Description: Haikey Creek Lift Station Improvements, Project No. ES 2009-10, Amendment #6  
A waiver of subrogation is granted in favor of City of Tulsa in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation policies. Workers Compensation Policy No. WC2540616-00 is valid in the State of Oklahoma.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                 |                                                                                                                                                                |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Regional Metropolitan Utility Authority<br>175 E. 2nd Street<br>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<br>                                              |