

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

1.0 Professional Consulting Firm:

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

2.0 Project Name/Location: Old Town Houston Waterline Improvements

Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for the improvement of the waterline and stormwater infrastructure in Old Town District along Houston St (PROJECT) approximately from Fort Worth St to 9th St for which, OWNER has requested that CONSULTANT provide certain professional services as required; and these documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1	Agreement Amount:	\$237,466.00
	TOTAL AGREEMENT AMOUNT	\$237,466.00
4.2	Agreement Time:	calendar days + Construction
4.3	Estimated Construction Cost:	<u>\$1,500,000.00</u>

5.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

This AGREEMENT, including Attachment A through Attachment F, between the Broken Arrow Municipal Authority (OWNER) and Garver, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to improve the waterline and stormwater infrastructure in Old Town District along Houston St (PROJECT), approximately from Fort Worth St to 9th St 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. CONSULTANT and OWNER agree CONSULTANT's work performed under this AGREEMENT are performed 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.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies

published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from. such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 -WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act

of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by 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 Street
Broken Arrow, OK 74012
Contact: Ms. Emily Rowland
Environmental Division Manager

CONSULTANT: Garver, LLC
6100 South Yale, Suite 1300
Tulsa, OK 74136
918-250-5922

Contact Name: Thomas Helvick, PE
Project Manager

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

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

OWNER:

Broken Arrow Municipal Authority, a Municipal Corporation

By: _____

Date: _____

City Clerk [Seal]

Date: _____

CONSULTANT:

Garver, LLC

By: Mary Elizabeth Mech

Date: June 5, 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: Thomas Helvick

Thomas Helvick, Project Engineer

Date: June 5, 2024

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of OKLAHOMA)

County of CLEVELAND)§

Before me, a Notary Public, on this 5 day of JUNE, 2024, personally appeared Mary Elizabeth Mech, PE, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3/22/27

Lisa Nipper

Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

SCOPE OF SERVICES

General

This scope includes professional services associated with new waterline and stormwater infrastructure improvements for the Old Town Houston Waterline and Stormwater Improvements project (approximately from Fort Worth St. to 9th St along Houston St, referred to hereafter as the Project). Scope of services for this Project include design, bidding, and construction phase services. The infrastructure included under the scope of this Project includes the following:

- Waterline Infrastructure
 - Combination of replacement of 6-inch and addition of 12-inch waterline which has a total of approximately 3,000 linear feet (LF).
- Stormwater Infrastructure
 - Replacement and improvement of approximately 2,500 LF of existing drainage ditch
 - Replacement and improvement of four (4) existing storm drain inlets
 - Replacement and improvement of sixteen (16) existing drainage culverts
 - Re-design or improvements to adjacent roadway alignments are not anticipated for this scope of services

1. Task 1 – Project Management Kickoff, and Coordination

For all tasks, Garver will prepare monthly invoicing with percent complete by task and monthly progress report. Project administration tasks will also include coordination of meetings, site visits, and requests for information and data, as well as developing and distributing meeting minutes. All documents will be delivered electronically unless explicitly stated. In addition to the workshops discussed in subsequent tasks, Garver will organize and preside over two (2) additional in-person progress meetings as needed over the life of the project.

1.1. Project Kickoff Meeting

Garver will conduct an in-person kickoff meeting with the Owner at the Owner's facility. The purpose of the kickoff meeting will be to review the objectives of the project, review the scope of work, discuss the schedule, bid package delivery, key design decisions, highlight the deliverables, provide a summary of the historical data received to date, and update with any further data requests.

1.2. Coordination with ODEQ

As part of Task 1, Garver will develop a Hydraulic Analysis Report. This document is intended to meet construction standards of the Oklahoma Department of Environmental Quality (ODEQ). Specifically, Garver will complete the following activities:

- A. Garver will utilize Owner's existing Water Distribution model with the demands existing in that model. No new demands are to be developed for this scope due to it being replacement within the existing network.
- B. The model will be used to evaluate pressures and velocities under average day, maximum day, and peak hour demand conditions. Fire flow availability will be evaluated under maximum day demand conditions.

- C. The model will be updated at the 90% design stage for final submission to ODEQ (see Task 2 below for further details).
- D. Garver will analyze one (1) critical location as done in previous work and use it as the model proof.
- E. Garver will summarize the model results in a Technical Memorandum (TM) style report for documentation and submittal to ODEQ.
- F. The TM will be submitted to Owner ahead of submission to ODEQ for review and approval. The TM will be submitted as part of the construction permitting package submitted to ODEQ (discussed further in Task 2).

2. Task 2 – Survey

Garver will complete a field survey of the project site for design of the Project, with the extents as shown in Exhibit 1. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will utilize field survey data provided either directly by Garver or Garver's subconsultant to create base drawings for design of the project. Garver or Garver's Subconsultant will also provide up to eight (8) utility locates or potholes up to a depth of ten (10) feet each for identifying the elevation of existing utilities. Up to four (4) potholes can be within pavement.

3. Task 3 – Design Services

3.1. Preliminary Design (60%)

Garver will conduct preliminary (60%) design utilizing topographic survey to prepare construction plans and specifications for one (1) construction contract for the Project.

As it relates to the stormwater infrastructure within the Project, Garver will gather and analyze data to determine the existing hydrologic patterns. It is anticipated that a combination of enclosed storm sewer and open channel ditches will be required to replace the existing stormwater conveyance facilities. Garver will analyze the existing stormwater system at each design point using hydrologic and hydraulic methods outlined in the 2024 Broken Arrow Engineering Design Criteria Manual (EDCM). The proposed stormwater conveyance system will be sized using Broken Arrow EDCM methodology. It is anticipated that right-of-way and spacing constraints will not allow for designing to a 100-year storm event. As such, Garver will identify the maximum feasible storm event that can be accommodated within the existing right-of-way. Garver will summarize the findings and discuss with Owner at the preliminary design review meeting (discussed further below). A ditch profile with side drain culverts will be provided for the north side of the road. During the design, Garver will lay out drainage improvements that will leave the existing sidewalk in place where possible. The confluence of the roadside drainage ditches with a large ditch draining the area to the northeast of the project area presents a unique stormwater and pedestrian safety challenge. The drainage issues at this location require special attention to design a replacement system that meets the City's goals and provide increased safety for pedestrians. Garver will work with the City to develop a custom hydraulic solution for this specific location.

The preliminary design phase submittal will include plan and profile sheets, construction details, estimated quantities, and an opinion of probable construction cost (OPCC), including contingency. The anticipated OPCC accuracy for this level of design is in the range of -20 percent to +30 percent. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or 'front end' contract documents. Garver will perform Quality Control Reviews during the preliminary design development in accordance with the Project Management Plan (PMP).

Garver will participate in one (1) preliminary design review meeting with the Owner, including a field

review. Meeting minutes will be recorded and distributed following the review meeting. Owner's comments agreed to by Garver will be incorporated into the final design.

3.2. Final Design (90%)

Garver will begin final design upon receiving written approval by Owner of the preliminary design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one (1) construction contract, including final construction details and quantities, special provisions, and OPCC (anticipated accuracy in the range -10 percent to +15 percent). Garver will perform Quality Control Reviews during the final design development in accordance with the PMP. This submittal will also include the Hydraulic Analysis TM discussed in Task 1. Garver will also perform one (1) final design review meeting with Owner that will include a field review, make needed plan changes resulting from the final field inspection and/or special easement acquisition considerations, and submit the Final Design to the Owner consisting of the construction documents as required to advertise for bids.

General Construction notes will be included to require the contractor to prepare, implement, and maintain a construction traffic control plan and an erosion control plan including the necessary Notice of Intent with the ODEQ.

4. Task 4 – Bidding Phase Services

During the bidding phase of the Project, Garver will:

- Prepare Advertisement for Bids for publication by the Owner. Owner will pay advertising costs outside of this contract.
- Support the contract documents by preparing addenda as appropriate.
- Participate in one (1) pre-bid meeting (if necessary).
- Evaluate bids and recommend award.
- Prepare conformed construction contracts.

Owner will dispense construction contract documents to prospective bidders by utilizing Owner's online plan room.

5. Task 5 – Limited Construction Phase Services

Owner is anticipated to provide all construction phase services associated with the Project, except for assistance with various tasks that may arise on an as-needed basis. These items are anticipated to include submittal, Request for Information, and/or field change review. Garver shall assist owner in the preparation of responses to these items and will also participate in the final inspection site visit, if needed. Garver's effort in the construction phase is anticipated to be limited to a maximum of 40 hours of support.

Deliverables

Deliverables shall be as follows:

- a. Electronic copy (PDF) and three (3) hard copies of the Draft and Final Hydraulic Analysis TM
- b. Electronic copy (PDF) and three (3) hard copies of the Preliminary (60%) Design submittal
- c. Electronic copy (PDF) and three (3) hard copies of the Final (90%) Design submittal
- d. Electronic copy (PDF) and three (3) hard copies of the Bidding and Conformed Contract Documents
- e. Meeting minutes for all meetings and workshops listed herein (PDF)
- f. Electronic files as requested

Additional Services

The following Tasks 6-7 are to be considered additional services and will only be performed after the Owner gives Garver the written notice to proceed with any of these tasks.

6. Task 6 – Structural Design

An inspection of the RCB culvert will be performed during the preliminary design. Perform preliminary structural design for the RCB extension at the north end and preliminary miscellaneous structural design. The use of either spread footing or pile supported retaining walls may be investigated to facilitate construction and potentially reduce right-of-way impacts. Geotechnical borings may be required by amendment. A preliminary General Plan and Elevation and other necessary details will be included.

7. Task 7 – Easement Acquisition

Garver and/or Garver's subconsultant will be delivering appropriate documents for the procurement of the new utility easement as well as a document showing proof of successful procurement. The services and documents to be provided are summarized below:

- Acquisition/Negotiation Services
 - Secure all necessary ownerships for permanent waterline easement. The easement size will be determined at a later date.
- Title Services
 - Prepare title report to establish record of ownership and determine legal signatories for the easement acquisition.
- Market Analysis
 - Prepare a comparative market study of land value to determine the offer amount.

Garver and/or Garver's subconsultant will not provide an appraisal and lien/mortgage releases as part of this Task.

8. Extra Work

The following items are not included under this agreement, and will be considered as Extra Work. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

1. Preliminary and/or Final Design Services outside of those identified in Task 3.
2. Condition Assessments.
3. Identification and/or prioritization of waterlines to be rehabbed or replaced.
4. CIP planning and/or City budgeting.
5. Submittals or deliverables in addition to those listed herein.
6. Easement coordination or easement documents.
7. SSES, I&I analysis, and/or sewer system survey.
8. Design of improvements off-site.
9. Realignment of city water lines.
10. ODOT coordination.
11. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
12. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
13. Submittals or deliverables in addition to those listed herein.
14. Invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
15. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
16. Construction materials testing.
17. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
18. Pavement Design.
19. Warranty Assistance.

9. Schedule

This schedule is not only contingent on Owner review and authorization to proceed for each Task, but also regulatory and funding agencies review and response time. Garver shall begin work under this Agreement within ten (10) days of Notice to Proceed and shall complete the work in accordance with the schedule below:

Engineering Report Project Tasks	Calendar Days
Task 1 – Project Kickoff Meeting	10 days from receipt of Owner-provided data
Task 2 – Survey	45 days from Kickoff meeting
Task 3.1 – Preliminary (60%) Design Submittal	60 days from receipt of Survey
Task 3.2 – Final (90%) Design Submittal	45 days from 60% design acceptance
Task 4 – Bidding Services	30 days from advertisement
Task 5 – Construction Phase Services	As Requested

Exhibit 1 – Project Extents



**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents shall be made part of this AGREEMENT dated the _____ day of _____, 2024.

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

1. Electronic copy (PDF) and three (3) hard copies of the Draft and Final Hydraulic Analysis TM
2. Electronic copy (PDF) and three (3) hard copies of the Preliminary (60%) Design submittal
3. Electronic copy (PDF) and three (3) hard copies of the Final (90%) Design submittal
4. Electronic copy (PDF) and three (3) hard copies of the Bidding and Conformed Contract Documents
5. Meeting minutes for all meetings and workshops listed herein (PDF)
6. Electronic files as requested

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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AND
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FOR
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ____ day of _____, 2024.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$170,279 for the completion of the Design Phase. This is broken down in the following tasks:

TASK 2 – SURVEY	\$34,110.00
TASK 3 – DESIGN SERVICES	\$136,169.00

This contract amount includes all labor, materials, overhead, and profit associated with this scope of services.

- 1.2 Hourly Tasks: OWNER shall pay CONSULTANT on an hourly basis (based on the rates set forth in Attachment F) and expenses including subconsultant not to exceed amount for the completion of the following services as directed by OWNER:

TASK 4 - BIDDING PHASE SERVICES	\$5,000.00
TASK 5 – LIMITED CONSTRUCTION PHASE SERVICES	\$5,000.00

This amount includes all labor, material, overhead and profit associated with the SERVICES.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

Additional services, if approved by BAMA in a future Amendment and authorized in writing, will be compensated on an hourly rate basis (based on the rates set forth in Attachment F) and expenses including subconsultant not to exceed amount for the completion of the following services as directed by OWNER:

TASK 6 – STRUCTURAL DESIGN	\$38,551.00
TASK 7 – EASEMENT ACQUISITION	\$18,636.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

7.0 EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

1. Design services in addition to those noted herein
2. Water quality modeling or testing
3. Design of instrumentation and control beyond the current control logic utilized at the BPS
4. Environmental services
5. Financial assistance
6. Bidding services
7. Construction administration
8. Construction observation services
9. Operations support services
10. Warranty assistance services
11. Material testing services
12. Submittals or deliverables in addition to those listed herein
13. Utility location services or design of utility relocations
14. Operational audit/optimization
15. Land Acquisition documents or acquisition assistance
16. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
17. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR
18. Public outreach
19. Geotechnical services
20. Property acquisition
21. Computational fluid dynamic (CFO) modeling (e.g., tank mixing)
22. Hydraulic Modeling
23. Hydraulic Analysis Technical Memorandum
24. Hydraulic transient/surge modeling

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

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2024.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 NONE

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
OLD TOWN HOUSTON WATERLINE STORM IMPROVEMENTS
PROJECT NUMBER: 2254401**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2024.

1.0 CONCEPTUAL DESIGN PHASE:

Phase Description

Kickoff Meeting

Calendar Days

10 days from receipt of Owner-provided date

2.0 PRELIMINARY DESIGN PHASE:

Surveys - Design and Property

45 days from kickoff meeting

3.0 DESIGN PHASE:

Preliminary (60%) Design
Deliverable

60 days from receipt of Survey

Final (90%) Design
Submittal

45 days from 60% design acceptance

4.0 BIDDING PHASE:

Bid Opening

30 days from advertisement

5.0 CONSTRUCTION OVERSIGHT PHASE:

As Requested

END OF ATTACHMENT E



Attachment F
BROKEN ARROW MUNICIPAL AUTHORITY
Old Town Houston Waterline Improvements
Garver Hourly Rate Schedule: June 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 136.00	RS-1	\$ 109.00
E-2	\$ 150.00	RS-2	\$ 143.00
E-3	\$ 181.00	RS-3	\$ 202.00
E-4	\$ 212.00	RS-4	\$ 279.00
E-5	\$ 257.00	RS-5	\$ 349.00
E-6	\$ 317.00		
Planners		Environmental Specialists	
P-1	\$ 164.00	ES-1	\$ 109.00
P-2	\$ 204.00	ES-2	\$ 137.00
P-3	\$ 254.00	ES-3	\$ 175.00
P-4	\$ 284.00	ES-4	\$ 206.00
P-5	\$ 321.00	ES-5	\$ 258.00
		ES-6	\$ 331.00
Designers		Project Controls	
D-1	\$ 123.00	PC-1	\$ 111.00
D-2	\$ 141.00	PC-2	\$ 146.00
D-3	\$ 168.00	PC-3	\$ 186.00
D-4	\$ 201.00	PC-4	\$ 239.00
Technicians		PC-5	\$ 292.00
T-1	\$ 99.00	PC-6	\$ 376.00
T-2	\$ 119.00		
T-3	\$ 145.00		
T-4	\$ 188.00		
Surveyors		Administration / Management	
S-1	\$ 61.00	AM-1	\$ 78.00
S-2	\$ 81.00	AM-2	\$ 100.00
S-3	\$ 108.00	AM-3	\$ 140.00
S-4	\$ 154.00	AM-4	\$ 178.00
S-5	\$ 195.00	AM-5	\$ 218.00
S-6	\$ 227.00	AM-6	\$ 283.00
2-Man Crew (Survey)	\$ 234.00	AM-7	\$ 333.00
3-Man Crew (Survey)	\$ 294.00		
2-Man Crew (GPS Survey)	\$ 255.00		
3-Man Crew (GPS Survey)	\$ 315.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 270.00		