

City Contract

Version 5.3 released on 4/9/24

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



UB0121026

CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: _____
 Posted Item #: _____

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

New Contract Renewal **Amendment** Statutory Change Order Supplemental Documentation Quantity Adjustment Final Payment Permission to Continue IDP Formal Acceptance Terminate/Cancel

Data Sharing

Yes **No**
This contract will involve data sharing or data transfers.

Board Approval

Regional Metropolitan Utility Authority

Other Board Name

City Council Approval

Yes **No**

Contract Number

138146

Department

Water and Sewer

Contact Name

Cindy Cantero

Email

ccantero@cityoftulsa.org

Phone

918-596-9870

Vendor Name(s)

Holloway, Updike and Bellen, Inc.

Vendor Number

899

Description (Subject)

Haikey Creek Operation & Maint Capital Equip Repl

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Arch and Engr Svcs

Contract Subtype

Registered Engr

Bid/Project Number

WPC 24-2

Contract Amount

\$78,500.00

Site Address

IDP, Real Property, or other property related contract address

Site Parcel No.

Budget

Contract Funding Type

No Payment Involved
 Revenue Contract

Expense Contract

Affidavit of Claimant should be attached to the contract for Expense Contracts

Funding Source(s)

9518900-541101: _____ \$78,500.00

TOTAL: _____ \$78,500.00

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

(Handwritten signatures and initials)

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

11-19-2024

11-22-24

12-4-2024

Policy Statement

Background Information

Submitted is Amendment No. 1 to the Agreement for Professional Engineering Services between Regional Metropolitan Utility Authority and Holloway, Updike and Bellen, Inc. in the amount of \$57,660.00. The scope of the project consists of preliminary design, final design/bidding services, and general service during construction associated with Haikey Creek Operation and Maintenance Capital Equipment Replacements. The original Agreement in the amount of \$57,660.00 and Amendment No. 1 in the amount of \$78,500.00 increases the total contract amount to \$136,160.00

Provide background information on the requested action.

Summation of the Requested Action

We recommend approval of Amendment No. 1 to the Agreement for Professional Engineering Services with Holloway, Updike and Bellen, Inc. in the amount of \$78,500.00.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

Additional Routing and Processing Details

AMENDMENT NO. 1
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2

THIS AMENDMENT No. 1, to the Agreement for Professional Engineering Services is made and entered into this _____ day of _____, _____, between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Holloway, Updike, and Bellen, Inc., a corporation organized under the law of the State of Oklahoma, hereinafter referred to as **ENGINEER**;

WITNESSETH:

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated September 13, 2023, under which the **ENGINEER** was to provide professional services to replace certain capital equipment identified in the strategic asset management plan, hereinafter referred to as the **AGREEMENT**, and

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

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

WHEREAS, funding is available for the **PROJECT**;

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

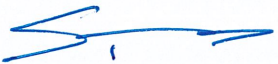
- 1.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the **SERVICES**, described in Attachment B-1, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 1**.
- 2.0 COMPENSATION. The **AUTHORITY** and the **ENGINEER** agree that the **ENGINEER** shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D-1, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 1**.
- 3.0 All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

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

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

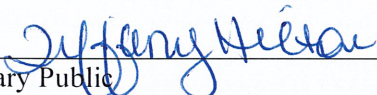
I, Stephen Tolar, P.E., S.E., of lawful age, being first duly sworn, state that:
(Authorized Agent)

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: President

Subscribed and sworn to before me this 1st day of November, 2024


Notary Public

My Commission Expires: 10/01/28

Notary Commission Number: 04008955

County & State Where Notarized: Tulsa, Ok



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

INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

I, Stephen Tolar, P.E., S.E., of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

By ST
Signature

Title President

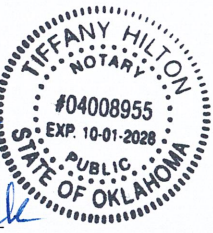
Subscribed and sworn to before me this 15 day of November, 2024

Tiffany Hilton
Notary Public

My Commission Expires: 10/01/28

Notary Commission Number: 04008955

County & State Where Notarized: Tulsa, Ok



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: ST
Signature

Name: STEPHEN TOLAR

Company: HOLLOWAY, UPDIKE AND BELLEN, INC.

Title: PRESIDENT

Subscribed and sworn to before me this 15th day of November, 2024.

Tiffany Hilton
Notary Public

My Commission Expires: 10/01/28

Notary Commission Number: 04008955



AMENDMENT NO. 1
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2
SCOPE OF SERVICES
ATTACHMENT B-1

B. SCOPE OF SERVICES. The Scope of Services shall be amended to include the following:

B.1 Engineer will prepare plans and specifications for replacement of fiscal year 2025 equipment listed in Exhibit 1. All provisions identified in Scope of Services; Phase No. 1, Preliminary Design; Phase No. 2, Final Design; and Phase No. 3, General Services During Construction shall apply to development of plans and specifications and project management associated with the identified fiscal year equipment.

SCHEDULE. ENGINEER agrees to complete all work described above within the timeframes outlined in Exhibit 2, Project Schedule.

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RMUA PROJECT NO. WPC 24-2
ATTACHMENT D-1
COMPENSATION

D. **COMPENSATION.**

ENGINEER shall be paid as compensation for the professional services set forth in this Amendment No. 1 and itemized in Exhibit 3 (Fee Schedule), an amount not to exceed Seventy-Eight Thousand Five Hundred and 00/100 Dollars (\$78,500.00).

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

Original Contract Amount	\$57,660.00
Amendment No. 1	\$78,500.00
Total Amended Contract Amount	<u>\$136,160.00</u>

Exhibit 1
Haikey Creek Operation & Maintenance
Capital Equipment Replacements
Equipment Listing
RMUA Project No. WPC 25-2

Equipment ID and Description	Estimated Replacement Cost
Lighting Upgrades - Phase Lighting Upgrades - Operations Building Interior 1st Floor	\$100,000.00
Operations and Laboratory Remodel Improvements	\$200,000.00
Grit Basin Deflectors Improvements	\$120,000.00
Maintenance Building - Roof Access Ladders and Handrailing Safety Improvements	\$22,000.00
Grit Building Sump Pumps and Control Replacement and Controls	\$75,000.00
HCLS Conveyor Screen Equipment Trough Liner Replacement	\$30,000.00
Allowance	\$25,000.00
RMUA Totals:	\$572,000.00



Holloway, Updike and Bellen
 Consulting Engineers
 Muskogee · Broken Arrow

EXHIBIT 3
PROJECT FEE SCHEDULE
HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2, AMENDMENT 1

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

Stephen Tolar
 Jason Ray
 Cristi Wells
 Jason Ray
 Tiffany Hilton

Description:	Labor					Subcontracts		Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Engineers Brown		

WPC25-2 Design, Bidding and Construction

Phase Services

Phase 1:

Preliminary Design:

Project Management	1	8							11
B.1.1 - Initial Workshop	6	16							22
B.1.2 - Research Existing Plans and Records		16							16
B.1.3 - Coordination with Authority/Regulatory Agencies	1	1							2
B.1.4 - Site Inspection	1	16							16
Civil/Process Design	1	20	20						41
Electrical Design Coordination	1	3							4
B.1.5 - Plan-in-Hand Meeting	1	4							5
B.1.6 - Preliminary Submittal	1	1							3

Total Hours:

12 85 20 0 3 0 0 120

Direct Labor Rate:

\$73 \$52 \$29 \$52 \$31 \$83

Total Direct Labor:

\$876 \$4,420 \$580 \$0 \$93 \$0

Indirect Labor (17.1% of Direct Labor):

\$1,498 \$7,558 \$992 \$0 \$159 \$0

Profit (10% of Labor):

\$237 \$1,198 \$157 \$0 \$25 \$0

Subcontracts:

\$3,000 \$150 \$0 \$0

Subcontract Profit (5%):

\$150 \$75 \$0 \$0

Direct Expenses:

General/Misc \$106.40

Subtotal Phase 1: \$2,611 \$13,176 \$1,729 \$0 \$277 \$0 \$3,150 \$0 \$106 \$21,050.00



Holloway, Updike and Beilen
 Consulting Engineers
 Muskogee · Broken Arrow

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CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2, AMENDMENT 1

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

Stephen Tolar
 Jason Ray
 Cristi Wells
 Jason Ray
 Tiffany Hilton

Description:	Labor					Subcontracts		Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Engineers		

Phase 2:									
Final Design:									
Project Management	2	8							3
B.2.1 - Final Field investigations	1	16							
B.2.2 - Final Detailed Design		16							
Civil/Process Design	2	12	20						
Electrical Design Coordination	1	6							
B.2.3 - Final Design Submittal		16	4						4
B.2.4 - Pre-Advertisement Review Set	1	8	8						2
B.2.5 - Final Reproduction Coordination	1	2	1						2
C.2.5.1 - Bidding Services	1	4	2						4
Total Hours:	9	88	35	0	15	0	0	0	147
Direct Labor Rate:	\$73	\$52	\$29	\$52	\$31	\$83			
Total Direct Labor:	\$657	\$4,576	\$1,015	\$0	\$465	\$0			\$6,713
Indirect Labor (171% of Direct Labor):	\$1,124	\$7,825	\$1,736	\$0	\$795	\$0			\$11,479
Profit (10% of Labor):	\$178	\$1,240	\$275	\$0	\$126	\$0			\$1,819
Subcontracts:							\$4,000		\$4,000
Subcontract Profit (5%):							\$200	\$0	\$200
Direct Expenses:								\$413.36	\$413.36
General/Misc									
Subtotal Phase 2:	\$1,959	\$13,641	\$3,026	\$0	\$1,386	\$0	\$4,200	\$0	\$24,625.00



Holloway, Updike and Bellen
 Consulting Engineers
 Muskogee · Broken Arrow

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HAIKEY CREEK OPERATION & MAINTENANCE
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 24-2, AMENDMENT 1

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

Stephen Tolar
 Jason Ray
 Cristi Wells
 Jason Ray
 Tiffany Hilton

Description:	Labor				Subcontracts			Direct Expenses	Total
	P	SD	DT	RPR	C	Survey Crew	Engineers		

Phase 3:

Construction / Bidding Services:

Project Management	3	4							
B.3.1 - Assistance with Award	1	4			2				
B.3.2 - Lead Pre-Construction Conference		8							
B.3.3 - Submittal & Pay Application Review	1	40	3		11				
B.3.4 - Monitor Construction Progress		80							
B.3.5 - Final Inspection	1	8							
B.3.7 - Record Drawings		16	20		3				

Total Hours:	6	160	23	0	16	0			205
Direct Labor Rate:	\$73	\$52	\$29	\$52	\$31	\$83			\$9,921
Total Direct Labor:	\$438	\$8,320	\$667	\$0	\$496	\$0			\$16,965
Indirect Labor (171% of Direct Labor):	\$749	\$14,227	\$1,141	\$0	\$848	\$0			\$2,689
Profit (10% of Labor):	\$119	\$2,255	\$181	\$0	\$134	\$0			\$3,000
Subcontracts:							\$3,000		\$3,000
Subcontract Profit (5%):							\$150	\$0	\$150
Direct Expenses:								\$100.40	\$100.40
General/Misc									

Subtotal Phase 3: \$1,306 \$24,802 \$1,988 \$0 \$1,479 \$0 \$3,150 \$0 \$100 \$32,825.00

Subtotal WPC 25-2 Services \$78,500.00

Multiplier Calculation (M):
 Indirect Labor \$38,651 + Profit \$6,125 = Direct Labor \$22,603
 \$38,651 / \$22,603 = 1.71 M
 1.71 M * \$22,603 = \$38,651



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Garrett Walker
	PHONE (A/C, No., Ext): 501-377-6383 FAX (A/C, No):
	E-MAIL ADDRESS: garrett.walker@stephens.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Charter Oak Fire Insurance Company 25615 ✓
	INSURER B: Travelers Property Casualty Co of Amer 25674 ✓
	INSURER C: Travelers Casualty Ins Co of America 19046 ✓
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 82485036 **REVISION NUMBER:**

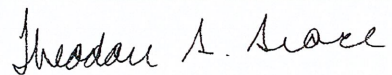
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			680 - 006H440957- 24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA-1R321019-24	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1068T343-24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7J637827-24	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			106327272	8/1/2024	8/1/2025	2,000,000 Each 4,000,000 Aggregate Retention \$75,000

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

RMUA WPC 24-2, Amendment 1 – Haikey Creek Operation and Maintenance Capital Equipment Replacements
 30 Day Notice of Cancellation for all reasons other than non-payment of premium will be provided to the certificate holder. Valid in Oklahoma

CERTIFICATE HOLDER **CANCELLATION**

Regional Metropolitan Utility Authority Attn: Cindy Cantero 175 E 2nd Street, Suite 1300 Tulsa OK 74107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Ted Grace
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