

4B113487
4a

REQUEST FOR ACTION: CONTRACT

Version: 01/27/2014

AGENDA FOR: ☒ MAYOR ☐ COUNCIL AUTHORITY: ☐ RMUA ☐ DATE: November 15, 2016
Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT: ENGINEERING

ADDRESS: 2317 S JACKSON AVE

CONTRACT TYPE: PROFESSIONAL-CONSULTING SERVICES

CONT. DOC. TYPE: CONTRACT

PROJECT TITLE: HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHAB

CONTRACTOR: CH2M HILL ENGINEERS, INC.

BID/TAC/PROJECT #: ES 2016-01

EXTENSION DAYS:

COMMODITY CODE:

RENEWAL, AMENDMT, CHNG # of x PERCENT:

TOTAL PERCENT:

COUNCIL DIST:

CONTACT NAME: HENRY SOM DE CERFF HAS 11/24/16

TELEPHONE: (918) 596-9637 (PRISCILLA BROWN)

CONTRACT #:

AMOUNT: \$1,407,764.60

SUMMARY:

Submitted is the Agreement for Engineering Services with CH2M Hill Engineers, Inc. for RMUA Project No. ES 2016-01, in the amount of \$1,407,764.60. This Agreement consists of Conceptual Design, Preliminary Design and Final Design of New Aeration Basins at Haikey Creek Wastewater Treatment Plant.

PCSSC: September 7, 2016

Engineering Selection Committee (ESC): September 14, 2016

Engineering Firm Selected: February 12, 2012

BUDGET:

FINANCE DIRECTOR APPROVAL:

CHECKLIST

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

No Payments Involved

Purchase Order

Contract Encumbrance

Affidavit Needed?

FUNDING SOURCE(S):

6951-5451101-860061152019

\$1,407,764.60

6058-5455601-040522152019

\$703,882.30 (TMUA Portion)

REQUEST FOR ACTION:

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

We recommend approval of the Agreement for Engineering Services with CH2M Hill Engineers, Inc. (11/15/2016)

N.S.
AJ:NS:jam

DEPARTMENT HEAD APPROVAL:

DATE: 11/21/16

CITY ATTORNEY APPROVAL:

12-16-16

BOARD APPROVAL:

12-7-16

MAYORAL APPROVAL:

OTHER:

FOR CITY COUNCIL OFFICE USE ONLY:

DATE RECEIVED:

COMMITTEE:

COMMITTEE DATE(S):

FIRST AGENDA DATE:

HEARING DATE:

SECOND AGENDA DATE:

APPROVED:

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #: Dept ##, Item ##, Sub-Item ##, Status: S=Synopsis):

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**MEMORANDUM
WATER & SEWER DEPARTMENT**

DATE: October 7, 2016

TO: Legal

FROM: Sherry Gaston

SUBJECT: Contract

Tracking No: UB113487

Contractor: CH2M Hill Engineers, Inc.

Project No ES 2016-01

Return to Sherry Gaston- OTC 14-117-I (14 South)

BA/BANC/RMUA Have signed contract

Solberg, Stephanie

12B113487

From: Solberg, Stephanie
Sent: Tuesday, October 11, 2016 9:30 AM
To: Brown, Priscilla
Cc: Gaston, Sherry
Subject: CH2M Hill Engineers, Inc.

Priscilla,

The above-referenced Agreement is a Regional Metropolitan Utility Authority Agreement. The form that they used is our old form which does not include several important provisions:

- 1) Must include e-verify provision
- 2) Also, note that the old insurance provisions are included (which if not corrected, require endorsements – see 2 below).
- 3) Paragraph 16 refers to Attachments A, B, Exhibit B, C, D and Exhibit D. This reference is not correct. The actual attachments/exhibits included are Attachment A, Attachment B, Attachment C, Attachment D and Exhibit 1 and Exhibit D. This reference needs to be corrected.
- 4) Attachment A does not include a reference to Exhibit A – Project Location. This must include reference.

There are several options to fix this:

- 1) Redo the entire agreement using the City's latest standard form (this would take care of 1 and 2 above); then correctly reference the Attachment and Exhibits (this would take care of 3 above); and redo Exhibit A to include reference to Attachment A (this would take care of 4 above)
- 2) Write in the e-verify provision and get this insertion initialed by all parties. Correct Paragraph 16 as suggested above and have this correction initialed by all parties. Correct Attachment A and have this correction initialed by all parties. Obtain additional insured endorsement for General Liability and Auto Policies and notice of cancellation endorsements for General Liability, Auto, Workers Compensation and Professional Liability.

Also please note:

- 1) The wrong project number is indicated on the Certificate
- 2) If the Agreement is redone, then the Secretary Certificate needs to be updated.

Please let me know if you have any questions. I am leaving this up front for pick-up.

Stephanie Solberg | Senior Assistant City Attorney

City of Tulsa Legal Department
175 E. 2nd Street, Suite 685, Tulsa, OK 74103
T: 918-596-7721
F: 918-699-3961
E: ssolberg@cityoftulsa.org
www.cityoftulsa.org

10-11-16 To Priscilla Brown

CONTRACT



Contract #



Dept.



E N G I N E E R I N G

Doc Type:



C O N T R A C T

Amend/ Chg
Order #



Contract Document Type:

Amt:



1 4 0 7 7 6 4 . 6

CONTRACT

Contract Type:

PROFESSIONAL-CONSULTING SERVICES

Project Title:

HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHAB

Contractor:

CH2M HILL ENGINEERS, INC.

Bid/TAC/
Proj:



E S 2 0 1 6 - 0 1

Ext
Days



Pct



0

Tot
Pct



0

----- For City Clerk's Office Use Only * Data For Scanning * Please Do Not Alter -----

CONTRACT ENCUMBRANCE - ENGINEERING SERVICES

DATE: September 21, 2016

TUL-4347-C

☒ New Contract☐ Change Order☐ Quantity Increase☐ Annual Renewal☐ Amendment☐ Quantity Decrease

CONTRACTOR

CH2M Hill Engineers, Inc.

PROJECT DESCRIPTION

Haikey Creek Activated Sludge Mgmt Rehab., ES 2016-01

CONTRACT NUMBER

BEGINNING DATE

EXPIRATION DATE

FUND	ACCOUNT	CENTER	PROJECT	AMOUNT
N-L1-6951	5451101	860061	152019	\$ 1,407,764.60

ORIGINAL CONTRACT AMOUNT

LIST CHANGE ORDERS BELOW

(Include all increases or decreases) REVISED CONTRACT AMOUNT \$ 1,407,764.60

ADDITIONAL INFORMATION

Contract - UB113487

PREPARED BY

Tammy Crow EXT: 596-9584

DATE

9/21/2016

APPROVED - DEPARTMENT HEAD

Paul D. Zachary

REPRESENTATIVE Paul D. Zachary

DATE

DN: cn=Paul D. Zachary, o=City of Tulsa, ou=Engineering Services, email=pzachary@cityoftulsa.org, c=US

Date: 20160926 12:20:55 -0500

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW _____

THIS AGREEMENT made and entered into this 7 day of December, 2016 between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as AUTHORITY, and CH2M HILL Engineers, Inc. hereinafter referred to as ENGINEER, a corporation organized under the laws of the State of Delaware.;

WITNESSETH:

WHEREAS, AUTHORITY intends to provide a design plans for the Haikey Creek Activated Sludge Management Rehabilitation, hereinafter referred to as the PROJECT; and,

WHEREAS, AUTHORITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

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

WHEREAS, funding for the PROJECT will be accounted for under Account Number 6951-541101-040520152019 and Broken Arrow Account Number _____;

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

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 AUTHORITY'S RESPONSIBILITIES. AUTHORITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE AUTHORITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.

- 5.0 STANDARD OF PERFORMANCE. ENGINEER 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 laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.
- 6.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.0 OPINIONS OF COST AND SCHEDULE.
- 7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.
- 7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.
- 8.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.
- 9.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available

at www.dhs.gov/E-Verify.

10.0 INSURANCE.

- 10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:
- 10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 10.1.2 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 10.1.3 Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.
- 10.2 The ENGINEER shall provide proof of such coverage:
- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.
- 10.3 The Engineer shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Engineer cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the Authority will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an Engineer who fails to keep required insurance policies in effect may be deemed by the Authority to be in breach of contract, ineligible to bid on future projects, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

- 11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.
- 11.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at AUTHORITY'S risk.

12.0 TERMINATION OR SUSPENSION OF AGREEMENT.

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

12.2.1 COMPENSATION. (a) In the event of termination or suspension for AUTHORITY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of Attachment D.

(b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with Attachment D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

13.0 NOTICE.

13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1 To ENGINEER: CH2M Hill Engineers, Inc.
401 S. Boston Ave., Suite 330
Tulsa, OK 74103

13.1.2 To AUTHORITY: REGIONAL METROPOLITAN UTILITY AUTHORITY
2317 South Jackson Avenue, N104
Tulsa, Oklahoma 74107

13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and AUTHORITY.

14.0 UNCONTROLLABLE FORCES. Neither AUTHORITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D and Exhibits 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This

AGREEMENT may be amended only by a written instrument signed by each of the Parties.

- 16.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Engineering Services for resolution. If the Director of Engineering Services is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the Mayor for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 17.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Engineering Services Department of the AUTHORITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or Regional Metropolitan Utility Authority presentations.
- 19.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.
- 20.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 21.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to

obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

- 22.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 23.0 THIRD PARTIES. This AGREEMENT is between AUTHORITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this AGREEMENT.
- 24.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 25.0 BINDING EFFECT. This Agreement shall be binding upon AUTHORITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 26.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- 27.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:
- 27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

27.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and

27.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

28.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

//-----Remainder of Page Intentionally Left Blank-----//

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



[Signature]
Corporate Secretary
Assistant

CH2M Hill Engineers, Inc.

[Signature]
Lars B. Ostervold, Jr., Designated Manager and
Business Vice President

Date 11-14-16

(SEAL)
APPROVED:

[Signature]
Secretary

REGIONAL METROPOLITAN UTILITY
AUTHORITY

[Signature]
Chairman

Date 12-7-16

APPROVED AS TO FORM:

[Signature]
Attorney for Regional Metropolitan
Utility Authority

RECOMMENDED:

[Signature]
City Engineer
15m

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney, City of Broken Arrow

(SEAL)

ATTEST:

RECOMMENDED:

Secretary, Broken Arrow Municipal Authority

City of Broken Arrow

PROJECT NO. TMUA ES 2016-01

ATTACHMENT "A"

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

SCOPE OF PROJECT

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT shall consist of the following major project tasks:

The PROJECT shall consist of providing for new activated sludge basins, blower building, piping and junction boxes at the Haikey Creek Wastewater Treatment Plant (EXHBIT 1 – Project Location) to increase the Maximum Month Average Day (MMAD) capacity to 16 MGD. The engineering services to be provided include a Process Study, Preliminary Design, Final Design, and Bidding services. Construction phase services and on-site construction inspection services provided by a Resident Project Representative (RPR) are not included.

It is hereby understood and agreed by the Parties that upon AUTHORITY'S determination of the services and materials needed for the PROJECT and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including but not limited to services and or construction contracts for design, engineering, utilities relocations, construction, equipment, and other services or contracts related to the PROJECT.

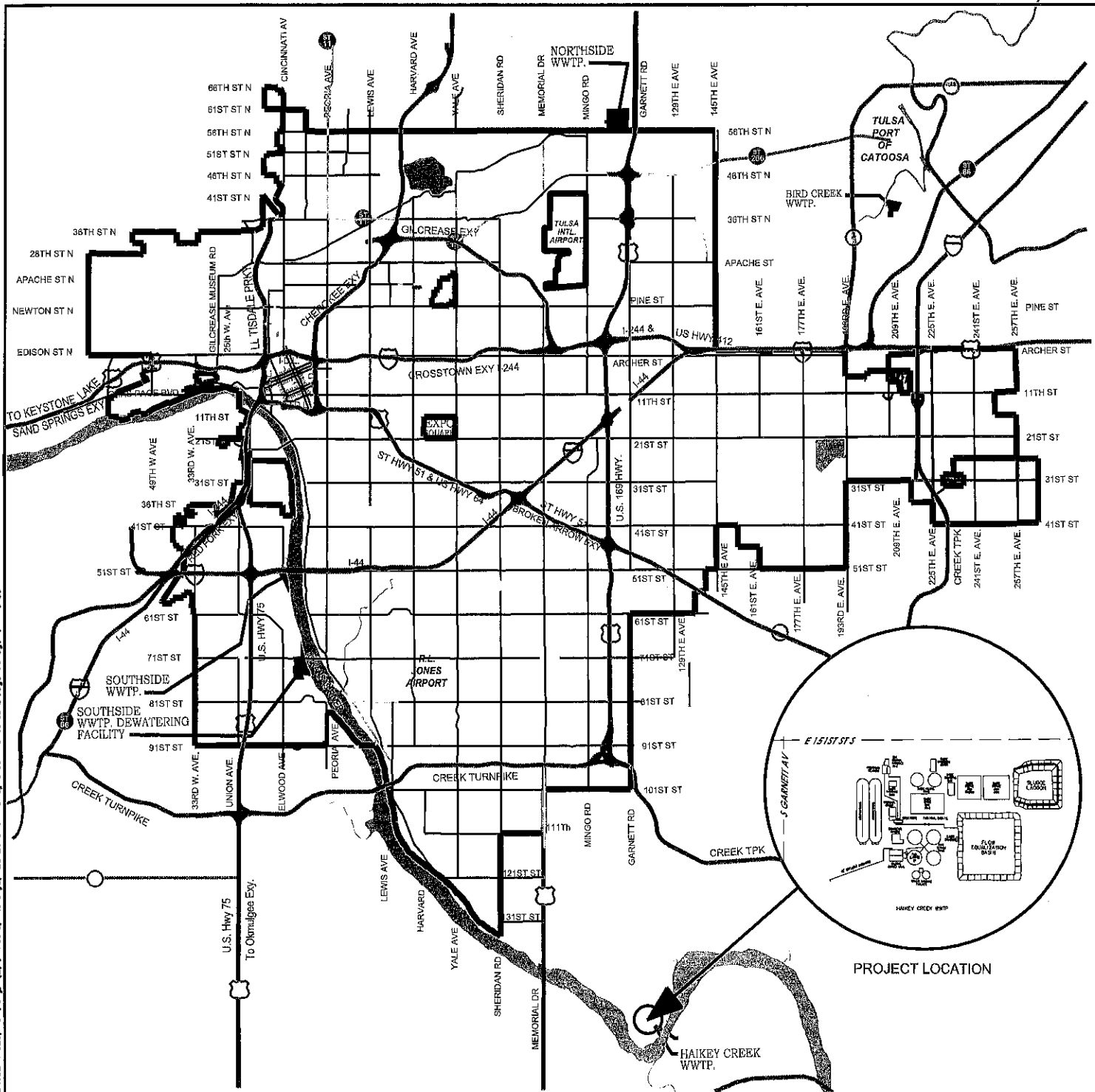
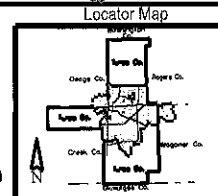


EXHIBIT 1 PROJECT LOCATION

TMUA Project No. ES 2016-01
Haiky Creek Activated Sludge Management Rehab



LEGEND

- Scope of Project

NOT TO SCALE
NOT AN OFFICIAL RECORD DRAWING

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

SCOPE OF SERVICES

ATTACHMENT B

- B. SCOPE OF SERVICES.** The services to be performed by the ENGINEER under this AGREEMENT will consist of three (3) phases, as stated below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See EXHIBIT 2 – Project Schedule); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT after receipt of a Notice to Proceed, and progress according to the attached schedule titled EXHIBIT 2. An updated schedule reflecting all differences between actual work complete and the original schedule shall be submitted with each monthly pay request.

B.1 Phase 1 – Conceptual Design

Phase 1 will initiate with Notice to Proceed. The ENGINEER will conduct two workshops over the period of one week to review, discuss and finalize the Process decisions for the PROJECT as listed below in Table 1. The ENGINEER will provide draft recommendations ahead of the workshops. Within one week after the workshop, the ENGINEER will deliver a TM documenting the Process decisions.

TABLE 1
Process Decisions for Conceptual Study

Facility/Item	Design Concept
Plant Sizing	Ultimate Maximum Month Average Day (MMAD) of 24 million gallons per day (MGD). Interim 16 MGD MMAD after aeration basins are completed.
Facility Layout Options	Comparison of facility location alternatives and yard piping alternatives for cost effective solution

TABLE 1
Process Decisions for Conceptual Study

Facility/Item	Design Concept
Aeration Basin	Comparison of Basin width and length along with number of basins required for cost effective solution
Plant Hydraulics Modeling	Verify hydraulics through new aeration basins, with provisions for new primary clarifiers and future secondary clarifiers
Plant Solids Modeling	Refine Existing Solids modeling previously prepared by the ENGINEER in Pro2D ® to confirm facility dimensions
Biosolids Handling	Refine CIP and update cost estimates based on revised facility sizing.
Blower Selection	Decision Analysis for Single Stage, Multi-Stage and Turbo blowers plus supporting appurtenances (electrical and controls)
Aeration System	Decision Analysis for air piping material and acceptable aeration system manufacturers. Assumed to be fine bubble diffusers.
Oxidation Ditch – Future Use	Decision Analysis for Oxidation Ditch repurposing or demolition

B.2 Phase No. 2. PRELIMINARY DESIGN.

Prepare a preliminary design for Activated Sludge Management Rehabilitation based upon the improvements identified during the Phase 1 Conceptual Design. The Preliminary Design for the Activated Sludge Improvements will include a design report; functional plans, preliminary cost estimates; and recommendation within **150** calendar days after the date specified in the Notice to Proceed. A summary of the project design concepts is shown in Table 2 which will be incorporated during the Preliminary Design to include the following tasks

Prepare the preliminary design report to include preliminary design drawings and preliminary construction cost estimate.

Equipment Data Sheets and Manufacturer Information will provide information on the new equipment selected based on the ENGINEER's experience and AUTHORITY's preference. Equipment data sheets that summarize operating conditions and key components will be provided by the manufacturer along with manufacturer catalog information.

B.2.1 As part of Preliminary Design, lead and participate in the following workshops/meetings.

- To review and refine the preliminary site plan, hydraulic assessment, and facility layout; and to review and preliminary select equipment items.

- Review meetings, first with the AUTHORITY and then with ODEQ, to solicit the AUTHORITY's and ODEQ's comments on the Preliminary Design Report (PDR). Assume that the ENGINEER's Project Manager will participate in the meetings with the AUTHORITY's staff. Review comments on the PDR will be incorporate into the Final Design phase.
- B.2.2 Instrumentation and control function and capability will be provided to match the existing facilities that are being renovated and or replaced. Program modifications to the plant SCADA (PLC's, HMI's, etc) are not included in the ENGINEER's work scope. The needed SCADA modifications will be specified in the Contract Documents or a modification made to the ENGINEER's Scope of work and authorized by the AUTHORITY.
- B.2.3 ENGINEER shall provide field survey required for engineering design.
- B.2.4 ENGINEER shall provide geotechnical field work and report to characterize the subsurface conditions for design. ENGINEER shall require in Bid Documents for future construction contractor to verify subsurface conditions.
- B.2.5 During the Preliminary Design, the Project Manager shall include Project team coordination, budget and schedule monitoring and responsibility, and communication with the AUTHORITY regarding Project status.
- B.2.6 Right-of-way and ownership information. All components and infrastructure improvements for this project are anticipated to be located on current property owned by the AUTHORITY. Therefore, preparation of a Property Report, legal descriptions, Right-of-Way map, etc. are NOT anticipated nor included in this work scope.
- B.2.7 Fifteen (15) copies of the Preliminary Design Report will be submitted to the AUTHORITY for review and comment. The Preliminary Design Report shall be submitted according to the project schedule in Exhibit 2.
- B.2.8 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Preliminary Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
Aeration Basin Sizing	To be determined. Initial estimate is based on 5 trains at 1.16 Million Gallons (MG), for a total volume of 5.8 MG. Layout to be confirmed during conceptual design.
Primary Clarifier Diversion Structure	Installed downstream of headworks; initially diverts to primary clarifier junction box (confirm influent or effluent during Phase 1) with future capability to incorporate primary clarifiers

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
Primary Clarifier Junction Box (influent or effluent to be determined in Phase 1)	Installed upstream of Aeration Basins; initially receives unclarified primary flow, with provisions to be incorporated with future primary clarifiers
Aeration Basin Flow Split Box	Installed between Primary Clarifier Junction Box and Aeration Basin to distribute flow evenly to aeration basins. Flow Split structure location and size to take into account future potential for anaerobic zone, anoxic zone, and expansion of aeration basin capacity.
Aeration Basin Junction Box	Installed immediately downstream of the aeration basin to collect flows and convey them to secondary clarifiers
Secondary Clarifier Junction Box	New junction box for future diversion to future secondary clarifiers.
Yard Piping	New lines from RAS Pump Station to Primary Clarifier Junction Box; New lines from Primary Clarifier Diversion Box to Primary Clarifier Junction Box; New lines from Aeration Basins to Secondary Clarifiers Flow Split Box. Assumed to be a single line between each facility.
Aeration System	Design based on Phase 1 decision
Blower Selection	Design based on Phase 1 decision
Blower Building	Requires noise baffling to reduce neighborhood impacts. Should be elevated above 100 year flood plain. Intended to be split-faced block structure with similar architectural look to existing buildings.
Structural – Basins	Cast in place concrete
Biological Nutrient Removal	Anoxic zone to be included with treatment goal of approximately 8 mg/L Total Nitrogen.
Electrical	Assumed that new transformer will be required. To be sized based on future blower demands and primary clarifier demands. Existing Arc Flash study will be reviewed.
Structural/Geotech	Engineer will provide geotechnical borings, laboratory analysis of samples, and engineering analysis
Coatings	Coatings will be applied to exposed concrete for corrosion protection
Construction Timeline	Assumed Fall 2017 start construction with completion Fall 2019
Programming/SCADA	Install PLCs for local control. Integrate into existing network. Coordinate with new city wide SCADA project. Include ability to assess efficiency and optimize processes for O&M costs, specifically energy consumption.

TABLE 2
Design Anticipated for Activated Sludge Basins

Facility/Item	Design Concept
ODEQ Permitting	Coordinate ODEQ Permitting including variances. ODEQ regulation requires primary clarifier ahead of aeration basin. Variance should already exist, will verify with ODEQ.
Cost Estimating	Provide appropriate Class (4,3,2,1) of cost estimating based on phase of design (conceptual, preliminary, final, bid)
Construction Contract	A single construction contract will be developed for implementation of the designed facilities.

B.2.9. Shown in Table 3 are items excluded from the scope of work.

TABLE 3
Exclusions from Design Concepts

Item
Sampling and laboratory analysis of existing wastewater stream characteristics will not be performed by the ENGINEER. ENGINEER will review sampling data provided by others and incorporate into modeling and design.
Subsurface Investigation through potholing will not be performed by the ENGINEER. CONTRACT BID DOCUMENTS will require construction contractor to verify underground utilities during construction.

B.3 Phase No. 3. FINAL DESIGN. Final design shall include the preparation of final plans for PROJECT with all specifications and related contract documents required for the construction of the project by the AUTHORITY'S construction contractor; all in accordance with AUTHORITY'S Standards, detailed specifications, and approved Preliminary Plans prepared as Phase No. 2, within **300** calendar days after the date specified in the Notice to Proceed. ENGINEER shall provide to the AUTHORITY a set of mylars of final plans for signature purposes.

B.3.1 Final field investigations.

B.3.2 Final detailed design of process, components, structures, appurtenances.

B.3.3 Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms..

B.3.4 Provide Final Drawings and Specifications for review. Submit fifteen (15) half sized sets to the AUTHORITY and two (2) sets to DEQ for review and comment. The Final Drawings and Specifications shall be submitted according to the project schedule in Exhibit 2.

- B.3.4.1 ENGINEER shall provide all documentation required for Federal, State, and/or Local permits including ODEQ Construction Permit, Stormwater Pollution Prevention Plan (SWP3), and Earth Change Permit as necessary.
- B.3.5 Upon receiving the AUTHORITY's review comments of the Final Drawings and Specifications, the ENGINEER Project Manager and Design Manager shall participate in a half day workshop to include:
 - B.3.5.1 Review and discuss AUTHORITY and DEQ Final Drawings and Specification review comments.
 - B.3.5.2 Review ENGINEER's updated opinion of project cost based on the Final Design and Specifications.
- B.3.6 ENGINEER shall furnish 3 half-size pre-mylar review sets and 3 full sized sets for review. Upon approval, ENGINEER shall submit Mylars and bidding documents.
- B.3.7 ENGINEER shall furnish 10 copies of full size drawings, 35 copies of half-size drawings, and 35 copies of final Contract Documents; including printing, binding and miscellaneous expenses. AUTHORITY will distribute Contract Documents to perspective Bidders and maintain a list of document holders.
- B.3.8 Provide Bidding Services that include attending the pre-bid conference, answering potential bidder questions, prepare needed addenda (maximum of 2), furnish ENGINEER'S final construction cost estimate, tabulate bids and prepare the recommendation for award of contract.

ID	Task Name	Duration	Start	Finish	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	301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AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

Haikey Creek Activated Sludge Management Rehabilitation

PROJECT NO. TMUA ES 2016-01

BROKEN ARROW PROJECT NO. _____

RESPONSIBILITIES OF THE AUTHORITY

ATTACHMENT C

C. RESPONSIBILITIES OF THE AUTHORITY. The AUTHORITY agrees:

- C.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.
 - C.1.2 Standard drawings and standard specifications.
- C.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- C.3 Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
 - C.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
 - C.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
 - C.3.3 Workshop participation to review and provide input on the factors utilized the Business Case Evaluation Form including; Planning Criteria Factors, Failure & Consequence Annual Cost Assumptions, Annual Revenue Assumptions and Failure Probability.
- C.4 Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.
- C.5 Record Drawings. To provide to the ENGINEER the construction information required to prepare record drawings at the conclusion of construction.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
Haikey Creek Activated Sludge Management Rehabilitation
PROJECT NO. TMUA ES 2016-01
BROKEN ARROW PROJECT NO. _____
COMPENSATION
ATTACHMENT D

- D. COMPENSATION.** The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 - PROJECT Budget Summary). Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. AUTHORITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.
- D.1 For the work under Phase No. 1 - CONCEPTUAL DESIGN, not to exceed Sixty-Eight Thousand Two Hundred Two and 12/100 Dollars (\$68,202.12).
- D.2 For the work under Phase No. 2 - PRELIMINARY DESIGN, not to exceed Two Hundred Seventy-Nine Thousand Eight Hundred Seventy-Six and 59/100 Dollars (\$279,876.59).
- D.3 For the work under Phase No. 3 - FINAL DESIGN, not to exceed One Million Fifty-Nine Thousand Six Hundred Eighty-Five and 90/100 Dollars (\$1,059,685.90).
- D.4 For the work under Phases No. 1, 2, and 3 the maximum billing shall not exceed One Million Four Hundred Seven Thousand Seven Hundred Sixty-Four and 61/100 Dollars (\$1,407,764.61), per EXHIBIT 3 and shall not be exceeded without further written authorization by the AUTHORITY.
- D.6 In the event that the Construction Contractor does not complete all the work Included in the Construction Contract within the time for completion set out in the Construction Contract Documents, the AUTHORITY may, at its option:

- D.6.1 Cancel the contract with the ENGINEER, or
- D.6.2 Negotiate the costs of services the ENGINEER will provide the AUTHORITY.
- D.7 Other Engineering Services, not included in the foregoing, when authorized in writing by the AUTHORITY, shall be paid-for by Amendment.
- D.8 Travel and Subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.

Exhibit 3 - HCWWTP Activated Sludge Mgmt Rehabilitation

Price by Element



Level 3 Tasks, Original Budget, without Budget Subtotals, without Period Subtotals, without Estimating Frequency Subtotals

Task	Hours	Labor	Labor Overhead	Labor Subtotal	Expense	Subs	Travel	Subtotal	Profit	Task Total
Top Task 03 - Engineering										
03.31.10 - Process Definition (Conceptual)	368.00	21,708.96	37,339.39	59,048.35	500.00	0.00	6,400.00	65,948.35	2,253.77	68,202.12
03.35.05 - Preliminary Design	2,097.00	97,816.12	167,930.12	265,746.24	27.60	0.00	0.00	265,773.84	14,102.75	279,876.59
03.35.15 - 75% Design	2,798.00	138,881.10	238,666.39	377,547.49	33.35	9,200.00	0.00	386,780.84	21,154.23	407,935.07
03.35.20 - 95% Design	2,874.00	139,993.58	240,579.84	380,573.42	33.35	30,570.00	0.00	411,176.77	24,947.91	436,124.68
03.35.30 - 100% Design and Mylars	1,328.00	65,605.80	112,733.79	178,339.59	16.10	0.00	0.00	178,355.69	12,504.26	190,859.95
03.36.36 - BID Services	170.00	8,677.28	14,924.94	23,602.22	0.00	0.00	0.00	23,602.22	1,163.98	24,766.20
Subtotal for 03	9,635.00	472,682.84	812,174.47	1,284,857.31	610.40	39,770.00	6,400.00	1,331,637.71	76,126.90	1,407,764.61
Grand Total	9,635.00	472,682.84	812,174.47	1,284,857.31	610.40	39,770.00	6,400.00	1,331,637.71	76,126.90	1,407,764.61

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)

CONTRACT #

) ss.

COUNTY OF TULSA)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the Regional Metropolitan Utility Authority will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

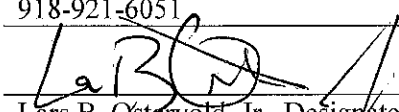
Company: CH2M HILL Engineers, Inc.

TIN: 32-010027

Address: 401 So. Boston, Suite 330

City, State, Zip: Tulsa, Oklahoma 74103

Phone: 918-921-6051

Signature: 

Title: Lars B. Ostervold, Jr., Designated Manager and Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016.

Amanda M. George
Notary Public

My commission expires:

12-02-2019

Commission Number

15011025



THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

INTEREST AFFIDAVIT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

I, Lars B. Ostervold, Jr., 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

LBO
Signature

Title Designated Manager & Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016

Amanda M. George
Notary Public

My Commission Expires: 12-02-2019

Notary Commission Number: 15011025

County & State Where Notarized: Tulsa, OK



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, Lars B. Ostervold, Jr., 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]
Signature

Title: Designated Manager & Business Vice President

Subscribed and sworn to before me this 10th day of November, 2016.

Amanda M. George
Notary Public

My Commission Expires: 12-02-2019
Notary Commission Number: 15011025
County & State Where Notarized: Tulsa, OK



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2016

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).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
15114 -12345-5EX2P-16/17 016057		INSURER(S) AFFORDING COVERAGE	
INSURED CH2M HILL ENGINEERS, INC. A LEGAL ENTITY OF CH2M HILL COMPANIES, LTD. 9127 S. JAMAICA STREET ENGLEWOOD, CO 80112		INSURER A: Greenwich Insurance Company INSURER B: N/A INSURER C: XL Specialty Insurance Company INSURER D: Zurich American Insurance Co INSURER E: INSURER F:	
		NAIC # 22322 N/A 37885 16535	

COVERAGES**CERTIFICATE NUMBER:**

SEA-002835366-19

REVISION NUMBER:18

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 SUBR INSD 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 <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RGE500025505	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	RAD500025405	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> N/A	RWD500025205 (AOS) RWR500025305 (WI)	05/01/2016 05/01/2016	05/01/2017 05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*		EOC3829621-14	05/01/2016	05/01/2017	Each Claim & Aggregate \$2,000,000 Each Policy Period

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

RE: PROJECT NO. ES 2016-01 - HAIKEY CREEK ACTIVATED SLUDGE MANAGEMENT REHABILITATION.

THE CITY OF TULSA OKLAHOMA AND ITS AUTHORITIES (REGIONAL METROPOLITAN UTILITY AUTHORITY AND TULSA METROPOLITAN UTILITY AUTHORITY) ARE INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDERREGIONAL METROPOLITAN UTILITY AUTHORITY
ATTN: AARON JOHNSON
175 EAST 2ND STREET, 14TH FLOOR
TULSA, OK 74103**CANCELLATION**

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
of Marsh USA Inc.

Sharon A. Hammer

Sharon A. Hammer

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