

**AGREEMENT SUMMARY
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

1.0 Professional Consulting Firm:

- 1.1 Name: Holloway, Updike, and Bellen, Inc. (HUB)
- 1.2 Telephone No.: 918-251-0717
- 1.3 Address: 905-A South 9th Street, Broken Arrow, OK 74012

2.0 Project Name/Location: Omaha Tank Restoration/915 W. Lincoln Street,
Broken Arrow, Oklahoma

3.0 Statement of Purpose: This project consists of improvements to the Omaha Water Storage Tank.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$88,000.00
- 4.2 Agreement Time: 180 calendar days
- 4.3 Estimated Construction Cost: \$1,300,000.00

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB)
OMAHA TANK RESTORATION**

This AGREEMENT, including Attachment A through E, between the Broken Arrow Municipal Authority (OWNER) and Holloway, Updike, and Bellen, Inc. (HUB) (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to construct improvements to the Omaha Water Distribution Storage Tank located at 915 W. Lincoln Street, Broken Arrow, Oklahoma, 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

The effective date of this AGREEMENT shall be the 7th day of May, 2019.

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. 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.

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 D, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, 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

7.1 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 8.

7.2 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.

7.3 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.

7.4 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.

ARTICLE 16 - DELAY IN PERFORMANCE – continued

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 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority (BAMA)
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Roger Hughes, P.E.
Engineering Division Manager

CONSULTANT: Holloway, Updike, and Bellen, Inc. (HUB)
905-A South 9th Street
Broken Arrow, OK 74012
Contact Name: Stephen Tolar, P.E.
Vice President

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

ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - THIRD PARTY RIGHTS

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

ARTICLE 24 - 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 25 - IMMIGRATION COMPLIANCE

25.1 Consultant shall demonstrate that he:

25.1.1 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

25.1.2 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

25.1.3 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

25.1.4 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.

25.2 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 Contractor as set forth more fully in Paragraph 25.1 above. IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow 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

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

Broken Arrow Municipal Authority

Approved as to form:

By [Signature] 4/25/19
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

By _____
Curtis Green, City Clerk

Date _____

CONSULTANT:

Holloway, Updike, and Bellen, Inc.

By [Signature]
Steve Tolar, Vice President

Date 4-5-2019

(CORPORATE SEAL) if applicable



Attest:

By [Signature]
Tiffany Hilton, Asst. Corporate Secretary
(Seal)

Date 4/5/19

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 5th day of April, 20 19, personally appeared Steve Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: VP) of Holloway, Updike, and Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/20



[Signature]
Notary Public

**ATTACHMENT A
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th day of May, 2019.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to the Omaha Water Storage Tank located at 915 W. Lincoln Street, Broken Arrow, Oklahoma. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for 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.

In addition, the CONSULTANT understands that the OWNER has \$100,000 repurposed from a previous OWRB loan. OWNER will apply for OWRB loan in the amount of \$1,300,000 for construction of this PROJECT. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design as necessary to properly design the proposed improvements. CONSULTANT shall also coordinate gas, electric and other utility locations service with private utility companies.

CONSULTANT shall provide consulting services as follows:

FACT Format Engineering Report (if required)
Design Services for:

- Omaha Storage Tank Rehabilitation

Governmental Agency Coordination

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well

- as project schedule and milestone dates.
- 3.1.3 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.2.1 Prepare a FACT formatted Engineering Report for proposed improvements if required by funding agency. Provide five (5) preliminary copies and an electronic PDF copy of Engineering Report for OWNER review. Address OWNER comments and provide three (3) final copies of Engineering Report for OWNER to submit to ODEQ/OWRB.
- 3.2.2 Conduct preliminary coordination with private and public utility companies.
- 3.2.3 Prepare preliminary construction plans of proposed project.
- 3.2.4 Prepare preliminary special provisions.
- 3.2.5 Prepare preliminary quantity estimate.
- 3.2.6 Prepare preliminary estimate of construction costs using 15% contingency.
- 3.2.7 Submit seven (7) bound sets of ½ size prints and an electronic PDF of the preliminary conceptual plans.
- 3.3 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.3.2 Prepare and complete final design.
- 3.3.3 Prepare detailed construction plans in conformance with appropriate drafting standards.
- 3.3.4 Prepare final quantity estimates.
- 3.3.5 Prepare final estimate of construction costs with a 10% contingency.
- 3.3.6 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.3.7 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.3.8 Submit seven (7) bound sets of ½ size prints of final construction plans, seven (7) sets of final contract bid documents three (3) sets of ½ size prints of final City utility relocation plans, if required, and an electronic PDF to the OWNER for distribution and review.
- 3.3.9 Submit five (5) sets of ½ size prints, to all private utilities. Digital copies of the plans shall be supplied to the utilities at their request and subject to the OWNER'S approval.
- 3.3.10 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, seven (7) ½ size sets of final drawings, one (1) set of final drawings on reproducible media (vellum) and electronic media (AutoCAD 2013 or earlier version), one (1) master set of final specifications on electronic media and paper.

- 3.4 **BID ASSISTANCE PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Assist the OWNER, as requested, in advertising the Project for bids for construction.
 - 3.4.2 Conduct a pre-bid conference, if requested by OWNER.
 - 3.4.3 Serve as the technical question point of contact during bidding and if required, draft any necessary addenda to clarify Contract documents.
 - 3.4.4 Prepare bid tabulation, if requested, and provide recommendation for award.
- 3.5 **CONSTRUCTION SERVICES PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Participation in the Pre-construction Conference.
 - 3.5.2 Attend and participate in monthly Progress Meetings.
 - 3.5.3 Conduct site visits as required.
 - 3.5.4 Review construction submittals and record drawings. The total time allowed for each shop drawing or submittal review is 7 calendar days.
 - 3.5.5 Provide general consultation and assist with final inspection and punch list.
 - 3.5.6 Construction phase services will be provided on an as needed basis for the anticipated construction contract duration of 180 calendar days from notice to proceed.
- 3.6 **PROJECT CLOSE-OUT:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.6.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.6.2 Submit one (1) set of record drawings on 11" x 17" plain white bond paper and PDF.
 - 3.6.3 Submit record drawings on electronic media (AutoCAD 2013 or earlier version).
 - 3.6.4 Submit any revisions to the Design Manual caused by construction changes.

**ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as part of the AGREEMENT dated the 7th day of May, 20 19.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Construction cost estimates.
 - 4.2 Other engineering design calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

**ATTACHMENT C
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

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 7th day of May, 20 19.

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.
- 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.

**ATTACHMENT D
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 7th day of May, 2019.

1.0 BASIC COMPENSATION

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

- 1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$35,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$35,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$5,000.00 for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$10,000.00 for the completion of the Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,000.00 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead, and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of May 1, 2019:

Professional Services

Principal	\$200.00
Project Manager	\$175.00
Senior Engineer	\$160.00
Engineering Technician II	\$110.00
Engineering Technician I	\$90.00

Resident Project Representative I	\$80.00
Clerical/Administrative	\$55.00

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.

**ATTACHMENT E
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
OMAHA TANK RESTORATION**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th day of May, 2019.

1.0 PRELIMINARY DESIGN PHASE:

- 1.1 Notice to Proceed: May 14, 2019
- 1.2 Submit Preliminary Construction Plans and Engineering Report: 60 calendar days after notice to proceed.
- 1.3 OWNER Review: 14 calendar days after Preliminary Submittal.

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed: Upon completion of OWNER Review of Preliminary Submittal.
- 2.2 Prepare final cost estimate: 60 calendar days after notice to proceed with Final Design.
- 2.3 Prepare Design Report: 60 calendar days after notice to proceed with Final Design.
- 2.4 Submit final (90%) plans and specifications for OWNER review: 60 calendar days after notice to proceed with Final Design.
- 2.5 OWNER review: 14 calendar days after Final submittal.
- 2.6 Submit bid documents (plans and specifications): 30 calendar days after completion of OWNER Review of Final (90%) submittal.

3.0 BID ASSISTANCE PHASE: (To be determined)

4.0 CONSTRUCTION SERVICES PHASE: (To be determined)

5.0 PROJECT CLOSE-OUT: (To be determined)