

**AGREEMENT SUMMARY
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND HOLLOWAY, UPDIKE, AND BELLEN, INC. (HUB) (CONSULTANT)
FOR
ADAMS CREEK NORTHWEST LIFT STATION REHABILITATION**

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: Adams Creek Northwest Lift Station Rehabilitation

3.0 Statement of Purpose: This project consists of improvements to the Adams Creek Northwest Lift Station.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$193,000.00
- 4.2 Agreement Time: 330 calendar days

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.
FOR
ADAMS CREEK NW LIFT STATION IMPROVEMENTS**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to construct improvements to the Adams Creek NW Lift Station located at 2950 N 37th ST., 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 3rd day of September, 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 SUBMITTAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

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

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER:	Broken Arrow Municipal Authority 485 N. Poplar Street Broken Arrow, OK 74012 Contact: Mr. Roger D. Hughes, P.E. Engineering Division Manager
CONSULTANT:	Holloway, Updike, and Bellen, Inc. (HUB) 905-A South 9 th 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.

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.

OWNER:

Broken Arrow Municipal Authority

CONSULTANT:

Holloway, Updike and Bellen, Inc.

Approved as to form:

By [Signature] 9/9/19
Assistant City Attorney

By [Signature]
Stephen Tolar, Vice President

Date 9-9-2019

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

By _____
Curtis Green, City Clerk

Date _____

(CORPORATE SEAL) If applicable



By [Signature]
Tiffany Hilton, Assistant-Secretary

Date 9/9/2019

VERIFICATION

State of Oklahoma)
County of Adair) §

Before me, a Notary Public, on this 9th day of September, 2019, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) 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/she executed the same as his/her 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. (CONSULTANT)
FOR
ADAMS CREEK NW LIFT STATION IMPROVEMENTS**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 3rd day of September, 2019.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of improvements to the Adams Creek NW Lift Station located at 2950 N. 37th St., in Broken Arrow. 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; a FACT formatted engineering report; 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.
- 1.2 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.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER will apply for a loan in the amount of \$3,200,000.00 budgeted for this PROJECT that includes all professional consultant fees and project construction monies.
- 1.4 Furthermore, CONSULTANT understands: The intent of the project is to utilize existing easements and Public ROW to the greatest extent possible for construction of the lift station improvements.
- 1.5 Furthermore, CONSULTANT understands: The lift station improvements will be constructed to protect lift station electrical equipment from flood damage. The OWNER will provide a high water elevation to CONSULTANT based on review of available hydraulic information from adjacent roadway design projects. This agreement does not include hydraulic modeling of Adams Creek.

2.0 PROJECT SCOPE

- 2.1 The project consists of improvements to the Adams Creek NW Lift Station consisting of the following:
 - Prepare a FACT formatted engineering report. Scope of the engineering report will include:
 - Review of BAMA Wastewater Master Plan and supporting

information.

- Review of COBA developed plans for Green Country WWTP.
 - Conduct a planning meeting with OWNER and City of Tulsa to discuss the Green Country WWTP and Tulsa plans for future development in areas in and adjacent to the Adams Creek basin.
 - Develop lift station sizing criteria for future dry weather and wet weather flows. This will include installation of up to 2 open channel flow meter(s) upstream of the existing lift station for up to a 3-month monitoring period.
 - Develop and evaluate up to 3 alternatives to meet design criteria. Alternatives will include lift station sizing, future force main sizing and phased construction considerations.
 - Prepare conceptual cost estimates and perform a life cycle cost analysis of the alternatives.
 - Make a recommendation and provide conceptual design information on the recommended alternative.
- Design of improvements to convert the existing lift station to a submersible pump lift station with a Phase 1 capacity of 9-mgd sized to develop full capacity in the existing 18" force main. Lift station will be designed for a Phase 2 future expansion to a capacity as determined in the engineering report. Anticipated Phase 2 sizing based on information from the BAMA Wastewater Master Plan that indicates an approximate future Phase 2 firm capacity of 11.6-mgd will be required.

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 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 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. Provide six (6) preliminary copies and a PDF of report for OWNER review. Conduct and attend a review meeting. Address OWNER comments and provide six (6) copies and a PDF of final engineering report.
- 3.2.2 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the OWNER'S Engineering Design criteria.

- 3.2.3 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the lift station project.
 - 3.2.4 Coordinate and provide geotechnical investigation and report as required for the proposed lift station structure. A total of one (1) bore hole and analysis will be provided.
 - 3.2.5 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
 - 3.2.6 Conduct preliminary coordination with private and public utility companies.
 - 3.2.7 Prepare preliminary construction plans of proposed project.
 - 3.2.8 Prepare preliminary special provisions.
 - 3.2.9 Prepare preliminary quantity estimate.
 - 3.2.10 Prepare preliminary estimate of construction costs using 15% contingency.
 - 3.2.11 Submit six (6) 11"x17" paper copies and one (1) PDF copy of the preliminary design documents for review by the OWNER.
- 3.3 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed, 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 Stormwater Pollution Prevention Plan (SWP3).
 - 3.3.5 Prepare final quantity estimates.
 - 3.3.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.3.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper.
 - 3.3.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.3.9 Submit six (6) paper copies and one (1) PDF copy of final construction documents for review by the OWNER.
 - 3.3.10 Submit up to six (6) sets of 1/2 size prints if required for Utility review. Digital copies of the plans shall be supplied to the utilities at their request and subject to the OWNER's approval.
- 3.4 BID DOCUMENTS.
- 3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version), and one (1) master set of final specifications on electronic media and paper.
- 3.5 BID ASSISTANCE PHASE:
- 3.5.1 Assist the Owner, as requested, in advertising the Project for bids for construction.
 - 3.5.2 Conduct a pre-bid conference, if requested by Owner.
 - 3.5.3 Serve as the technical question point of contact during bidding and if required, draft any necessary addenda to clarify Contract documents.

- 3.5.4 Prepare bid tabulation, if requested, and provide recommendation for award.
- 3.5.5 Prepare conformed drawings and provide six (6) sets of 1/2 size prints and one (1) PDF copy for OWNER's use.
- 3.6 CONSTRUCTION SERVICES PHASE: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
- 3.7 RECORD DRAWINGS.
 - 3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2013 or earlier version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
ADAMS CREEK NW LIFT STATION IMPROVEMENTS**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 3rd day of September, 2019.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 ENGINEERING REPORT:** The CONSULTANT shall submit in-full, a FACT formatted Engineering Report 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)
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FOR
ADAMS CREEK NW LIFT STATION IMPROVEMENTS**

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 3rd day of September, 2019.

1.0 BASIC COMPENSATION

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

- 1.1 Engineering Report Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$50,000.00 for the completion of the Engineering Report. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes flow monitoring costs for two (2) open channel flow meters and 90 days of flow monitoring.
- 1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 70,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$63,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Bid Assistance Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$5,000.00 for the completion of the Bid Assistance Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
- 1.5 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,000.00 for preparation of record drawings in electronic media (AutoCAD 2013 or earlier version) and PDF format.
- 1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019 for engineering services.

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 D
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
ADAMS CREEK NW LIFT STATION IMPROVEMENTS**

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 3rd day of September, 2019.

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 E
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HOLLOWAY, UPDIKE, AND BELLEN, INC. (CONSULTANT)
FOR
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PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 3rd day of September, 2019.

1.0 ENGINEERING REPORT PHASE:

- 1.1 Notice to Proceed: October 1, 2019
- 1.2 Submit Preliminary Engineering Report including flow monitoring results: 150 calendar days after notice to proceed

2.0 PRELIMINARY DESIGN PHASE:

- 2.1 Submit Preliminary Construction Plans and Engineering Report: 210 calendar days after notice to proceed.
- 2.2 Owner Review: 14 calendar days after Preliminary Submittal.

3.0 FINAL DESIGN PHASE:

- 3.1 Submit 95% plans and specifications, cost estimate and Design Analysis Report: 270 calendar days after notice to proceed.
- 3.2 Owner Review: 14 calendar days after 95% submittal.
- 3.3 Submit Final bid documents: 300 calendar days after notice to proceed.

4.0 BID ASSISTANCE PHASE: (To be determined)

5.0 CONSTRUCTION SERVICES PHASE: (To be determined)

- 6.0 RECORD DRAWINGS:** To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.



ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

905-A South 9th Street
Broken Arrow, OK 74012
(918) 251-0717
(918) 251-0754 Fax

818 East Side Boulevard
Post Office Box 1543
Muskogee, Oklahoma 74402
(918) 682-7811
(918) 682-4551 Fax

APPENDIX 1

HOLLOWAY, UPDIKE AND BELLEN, INC.

HOURLY RATES 2019

Principal Engineer	\$200.00 per hour
Project Manager	\$175.00 per hour
Sr. Engineer	\$160.00 per hour
Engineer (PE)	\$140.00 per hour
Engineering Intern	\$110.00 per hour
Professional Land Surveyor	\$105.00 per hour
Sr. CADD Technician	\$90.00 per hour
CADD Technician	\$75.00 per hour
Sr. Resident Inspector	\$80.00 per hour
Resident Inspector	\$65.00 per hour
3 Man Survey Crew w/GPS	\$190.00 per hour
2 Man Survey Crew w/GPS	\$170.00 per hour
Clerical	\$55.00 per hour
Travel Cost	\$0.55 per mile