

**AMENDMENT NO. 1
AGREEMENT SUMMARY
FOR
LYNN LANE WASTEWATER TREATMENT PLANT
SECONDARY CLARIFIER REHABILITATION 165422**

1.0 Professional Consulting Firm:

- 1.1 Name: Tetra Tech, Inc.
- 1.2 Telephone No.: (918) 249-3909
- 1.3 Address: 7645 East 63rd Street, Suite 301 Tulsa, OK 74133

2.0 Project Name/Location: Secondary Clarifier Rehabilitation at Lynn Lane Wastewater Treatment Plant (WWTP).

3.0 Statement of Purpose: This amendment is for assistance during construction and includes review of submittals, attending monthly progress meetings and assisting the Construction Division in answering contractor questions and providing clarifications. It also includes the preparation of record drawings at the conclusion of the construction project and the preparation of Process Operation Manuals for new equipment as installed as part of the project.

4.0 Agreement Summary:

- 4.1 Agreement Amount:
- | | |
|---|---------------------|
| Construction Phase Services hourly not to exceed amount of | <u>\$89,000.00</u> |
| Record Drawings/ Closeout lump sum amount of | <u>\$12,000.00</u> |
| P&O Manual for NPW PS lump sum amount of | <u>\$9,000.00</u> |
| Additional Design for Bid Alternates/Headworks NPW lump sum amount of | <u>\$6,500.00</u> |
| Maximum Amendment Total | <u>\$116,500.00</u> |
- 4.2 Agreement Time: 365 calendar days
- 4.3 Estimated Construction Cost: \$3,300,000.00

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: _____

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
TETRA TECH, INC.
FOR
LYNN LANE WASTEWATER TREATMENT PLANT
SECONDARY CLARIFIER REHABILITATION 165422**

This **AMENDMENT NO. 1**, made and entered in this ____ day of _____ 2019, by and between the CITY OF BROKEN ARROW, OKLAHOMA a municipal corporation of the state of Oklahoma, hereinafter referred to as "CITY", and Tetra Tech, Inc., hereinafter referred to as "ENGINEER";

W I T N E S S E T H:

WHEREAS, BAMA and ENGINEER entered into an Agreement date October 6, 2015, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires Engineer to include assistance during construction, record drawings, and operation and maintenance manuals; and

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope, design, schedule and compensation; and

WHEREAS, the 2015 Agreement and Amendment No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Project Number 165422; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

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

1. **SCOPE OF SERVICES.**
An amended Scope of Service as specified in Attachment A-1 hereby incorporated by reference as part of this agreement.
2. **ORGANIZATION OF SUBMITTAL DOCUMENTS.**
Not changed.
3. **OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.**
Not Changed.
4. **CHANGE IN CONTRACT AMOUNT.**
As compensation for additional work, CITY shall pay ENGINEER in accordance with the terms specified in Attachment D-1, Amended Compensation and Additional Services, as a change in the contract amount as follows:

Original Agreement Amount executed October 6, 2015

| | |
|--------------------------------------|---------------------|
| Sludge Digestion System Improvements | <u>\$70,200.00*</u> |
| Secondary Clarifier Rehabilitation | <u>\$195,000.00</u> |
| Non-Potable Water System | <u>\$12,000.00</u> |
| Total Original Agreement | <u>\$277,200.00</u> |

*Note - \$5,000 for sludge interim improvement implementation phase was not awarded.

| | |
|-------------------------|---------------------|
| Amendment No. 1 | <u>\$116,500.00</u> |
| Revised Contract Amount | <u>\$393,700.00</u> |

5. **AMENDED PROJECT SCHEDULE**
A new project schedule as specified in Attachment E-1 is hereby incorporated by reference as part of this Agreement.
6. **ADJUSTMENT CLAUSE**
A new 2019 rate schedule with associated costs as specified in Attachment F-1 is hereby incorporated as part of this Agreement.
7. **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 1 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2015 Agreement shall remain in full force and effect without modification or change.

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

OWNER:

Broken Arrow Municipal Authority

CONSULTANT:

Tetra Tech, Inc.

Approved as to form:

By *L. Spurgeon* 9/3/19
Assistant City Attorney

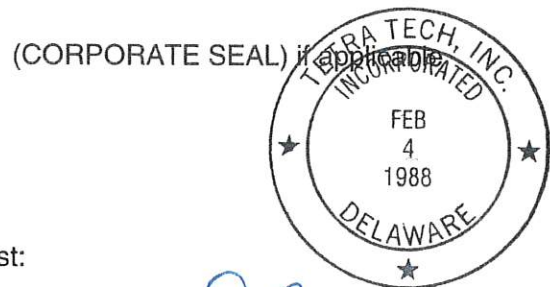
By *Felix R. Belanger*
Felix Belanger, Vice President

By _____
Michael Spurgeon, City Manager

Date _____

Attest:

Secretary



Attest:

By *William H. Burton*

Date 8/8/19

VERIFICATIONS (If not a corporation)

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 7th day of AUGUST, 2019, personally appeared FELIX BELANGER, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____ of CONSULTANT, 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:

EVELYN MARIE PETERSON
Notary Public – State of Oklahoma
Commission Number 18001693
My Commission Expires Feb 19, 2022

2/19/22
Evelyn Marie Peterson
Notary Public

ATTACHMENT A-1

AMENDMENT NO 1 – SCOPE OF SERVICES

SECONDARY CLARIFIER REHABILITATION (PROJECT NUMBER 165422) LYNN LANE WASTEWATER TREATMENT PLANT BROKEN ARROW MUNICIPAL AUTHORITY

Amend Paragraph 3.3 – **Task A – West Clarifier and RAS Pumping Improvements** from Attachment A of the original agreement as follows:

3.3.6 Construction Phase Services. Engineer shall provide the construction administration services as requested by the City for the twelve (12) calendar months construction period which may be extended, if required, by mutual consent as identified in the construction contract documents and summarized below:

- a. Pre-Construction Conference. Attend the pre-construction conference. The conference shall initialize the construction administration services on each individual Project. Chairing of pre-construction conference is by the Owner. In addition, the Engineer will develop and provide “Conformed” drawings and technical specifications that are to be used by Contractor and Owner throughout construction. Per the contract documents, the duration of the construction phase is 365 calendar days.
- b. Construction Progress Meetings. Attend monthly progress meetings as requested by construction administrator or Owner. Chairing of said meetings is by the Contractor. If additional weekly or biweekly meeting are needed for critical phases of work the Engineer will attend only meetings requested by the contract administrator. This agreement assumes that the Engineer will attend a maximum of 16 progress meetings throughout the duration of the project.
- c. Submittal Review. Engineer shall review as requested by the City Contractor’s material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications. This agreement assumes that the Engineer will be required to review 30 submittals or less during the contract period for this task. This agreement assumes Engineer may be required to perform up to 1 re-review of each submittal if resubmitting and re-review is required. This agreement assumes Submittal Exchange or similar electronic submittal processing software will be utilized by the City.
- d. Pay Estimate Processing. City responsibility.
- e. Contractor’s Schedule Review. City responsibility.

- f. Contractor's Claim Process. City responsibility.
- g. Change Order Review and Processing. City responsibility.
- h. Resident Project Representative(s). On site resident Project Representation (RPR) will be provided by the Owner. Reports of the daily construction activities shall be prepared by the RPR for the Owner.
- i. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the project requirements.
- j. Visual Documentation. City responsibility.
- k. Pre-Final Inspections. Conduct pre-final inspections with the contractor and prepare the necessary punch lists for distribution.
- l. Final Inspections. Conduct the final inspections after completion of the punch lists by the contractors.
- m. Acceptance. Assist Owner in the review of performance test results, sequencing and startup of project elements prior to final project acceptance by owner. Overall acceptance of the project and work will be made by the Owner.
- n. Manufacturer Operation and Maintenance Manual. Engineer shall review Contractor submittal of O&M manual for compliance and coordinate the final submittal from Contractor to the Owner.

3.3.7 Record Drawings/Closeout. Update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Submit to Owner 1 set of reproducible record drawings at completion of the Project. Final deliverable will be an electronic ACAD and PDF copy of the record drawings.

Amend Paragraph 3.5 – **Task B.2 – Non-Potable Water System Improvements** from Attachment A of the original agreement as follows:

3.5.6 Construction Phase Services. Engineer shall provide the construction administration services as requested by the City for the twelve (12) calendar months construction period which may be extended, if required, by mutual consent as identified in the construction contract documents and summarized below

- a. Pre-Construction Conference. **PERFORMED IN CONJUNCTION WITH TASK A.**

- b. Construction Progress Meetings. **PERFORMED IN CONJUNCTION WITH TASK A.**
- c. Submittal Review. Engineer shall review as requested by the City Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications. This agreement assumes that the Engineer will be required to review 20 submittals or less during the contract period for this task. This agreement assumes Engineer may be required to perform up to 1 re-review of each submittal if resubmitting and re-review is required. This agreement assumes Submittal Exchange or similar electronic submittal processing software will be utilized by the City. **PERFORMED IN CONJUNCTION WITH TASK A.**
- d. Pay Estimate Processing. City responsibility.
- e. Contractor's Schedule Review. City responsibility.
- f. Contractor's Claim Process. City responsibility.
- g. Change Order Review and Processing. City responsibility.
- h. Resident Project Representative(s). On site resident Project Representation (RPR) will be provided by the Owner. Reports of the daily construction activities shall be prepared by the RPR for the Owner.
- i. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the project requirements **PERFORMED IN CONJUNCTION WITH TASK A.**
- j. Visual Documentation. City responsibility.
- k. Pre-Final Inspections. **PERFORMED IN CONJUNCTION WITH TASK A.**
- l. Final Inspections. **PERFORMED IN CONJUNCTION WITH TASK A.**
- m. Acceptance. **PERFORMED IN CONJUNCTION WITH TASK A.**
- n. Manufacturer Operation and Maintenance Manual. Engineer shall review Contractor submittal of O&M manual for compliance and coordinate the final submittal from Contractor to the Owner.

3.5.7 Record Drawings/Closeout. Update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Submit to

Owner 1 set of reproducible record drawings at completion of the Project. Final deliverable will be an electronic ACAD and PDF copy of the record drawings.
PERFORMED IN CONJUNCTION WITH TASK A.

3.5.8 NPW Pump Station Process Operation Manual. Engineer shall provide the following services under this task:

- a. Process Operation Manual (POM). Engineer shall prepare the POM to include the following elements:
 - Introduction. This chapter will cover the following:
 - Description and purpose of the manual
 - Brief description of plant type, liquid and solids process trains
 - Current flow and loading conditions
 - Training and publications
 - Description, Operation and Control of Various Equipment being replaced or newly installed as part of the project. This chapter will, for each major unit processes both existing and new, provide a descriptive summary, relationship to adjacent units, description of major components, common operating problems, control strategy, normal/alternative/emergency operating procedures, and start-up techniques. The following unit process will be included:
 - New NPW Pump Station
 - SCADA Integration of New EquipmentNote: Maintenance and troubleshooting details of process equipment are part of equipment supplier provided Operation and Maintenance manual (O&M) and are not part of the POM.

Add Paragraph 3.6 – **Task C – Additional Design for Bid Alternates and NPW System** to Attachment A of the original agreement as follows:

- 3.6. Additional Design Services. This task covers the additional design work at the request of the owner to develop bid alternates and revise plan sheets accordingly. This task also includes the design and extension of the NPW system to the Headworks/Grit Facilities that was not included in the original scope.

ATTACHMENT D-1

COMPENSATION AND ADDITIONAL SERVICES

SECONDARY CLARIFIER REHABILITATION (PROJECT NUMBER 165422) LYNN LANE WASTEWATER TREATMENT PLANT BROKEN ARROW MUNICIPAL AUTHORITY

Amend Attachment D of the original agreement as follows:

1.0 BASIC COMPENSATION

1.1 TASK A – WEST CLARIFIER IMPROVEMENTS

- 1.1.5 Construction Services Phase: The OWNER shall pay the CONSULTANT a hourly not to exceed amount of \$69,000.00 for the completion of this phase.
- 1.1.6 Project Closeout Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,500.00 for the completion of this phase.

1.3 TASK B.2 – NON-POTABLE WATER SYSTEM

- 1.3.5 Construction Services Phase: The OWNER shall pay the CONSULTANT a hourly not to exceed amount of \$20,000.00 for the completion of this phase.
- 1.3.6 Project Closeout Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,500.00 for the completion of this phase.
- 1.3.7 Process Operation Manual: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,000.00 for the completion of this phase.

1.4 TASK C – ADDITIONAL DESIGN FOR BID ALTERNATES AND NPW SYSTEM

- 1.4.5 Final Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$6,500.00 for the completion of this phase.

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 January 2019. Refer to Attachment F-1 for additional hourly rates not specified here.

Professional Services

| | |
|--------------------------|----------|
| Principal | \$340.00 |
| Project Manager I | \$185.00 |
| Senior Engineer III | \$250.00 |
| Engineering Designer III | \$125.00 |
| Engineer I | \$95.00 |

| | |
|-------------------------------|----------|
| Senior CAD Designer I | \$130.00 |
| Construction Administrator | \$90.00 |
| Senior Contract Administrator | \$115.00 |

ATTACHMENT E-1

PROJECT SCHEDULE

SECONDARY CLARIFIER REHABILITATION (PROJECT NUMBER 165422)
LYNN LANE WASTEWATER TREATMENT PLANT
BROKEN ARROW MUNICIPAL AUTHORITY

Amend Attachment E of the original agreement as follows:

- 1.5 SCHEDULE. Engineer's scope of services is based on Contractor construction time of 365 calendar days. Extension of Contractor's time as a result of Contractor's delay or Owner-approved change orders will entitle the mutual negotiated scope amendment between Owner and Engineer to extend and continue Engineer's services.

Schedule of Hourly Rates

ATTACHMENT F-1

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

| Personnel | Hourly Rate |
|---------------------------------------|-------------|
| Management | |
| Operations Management | |
| Principal in Charge | \$340.00 |
| Project and Program Management | |
| Project Manager 1 | \$185.00 |
| Project Manager 2 | \$200.00 |
| Sr Project Manager | \$240.00 |
| Program Manager | \$260.00 |
| A/E Services | |
| Engineers | |
| Engineer 1 | \$95.00 |
| Engineer 2 | \$110.00 |
| Engineer 3 | \$125.00 |
| Project Engineer 1 | \$140.00 |
| Project Engineer 2 | \$170.00 |
| Sr Engineer 1 | \$220.00 |
| Sr Engineer 2 | \$225.00 |
| Sr Engineer 3 | \$250.00 |
| Principal Engineer | \$340.00 |
| Engineering Designers | |
| Engineering Technician | \$65.00 |
| Engineering Designer 1 | \$90.00 |
| Engineering Designer 2 | \$110.00 |
| Engineering Designer 3 | \$125.00 |
| Sr Eng Designer 1 | \$150.00 |
| Sr Eng Designer 2 | \$160.00 |
| Sr Eng Designer 3 | \$180.00 |
| Architects | |
| Arch Technician | \$55.00 |
| Architectural Designer 1 | \$75.00 |
| Architectural Designer 2 | \$85.00 |
| Architectural Designer 3 | \$130.00 |
| Architect 1 | \$135.00 |
| Architect 2 | \$145.00 |
| Sr Architect 1 | \$180.00 |
| Sr Architect 2 | \$200.00 |
| Architectural Program Mgr | \$260.00 |
| Interior Designers | |
| Interior Designer 1 | \$85.00 |
| Interior Designer 2 | \$95.00 |
| Interior Designer 3 | \$105.00 |
| Sr Interior Designer 1 | \$190.00 |

Schedule of Hourly Rates

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

| Personnel | Hourly Rate |
|------------------------------------|-------------|
| Sr Interior Designer 2 | \$200.00 |
| Sr Interior Designer 3 | \$230.00 |
| Landscape Architects | |
| Landscape Designer 1 | \$75.00 |
| Landscape Design 2 | \$85.00 |
| Landscape Designer 3 | \$100.00 |
| Landscape Architect 1 | \$115.00 |
| Landscape Architect 2 | \$140.00 |
| Planning | |
| Planner 1 | \$90.00 |
| Planner 2 | \$100.00 |
| Planner 3 | \$115.00 |
| Sr Planner 1 | \$140.00 |
| Sr Planner 2 | \$160.00 |
| Sr Planner 3 | \$180.00 |
| Principal Planner | \$200.00 |
| Information Technology | |
| Sys Analyst / Programmer 1 | \$105.00 |
| Sys Analyst / Programmer 2 | \$120.00 |
| Sr Sys Analyst / Programmer 1 | \$165.00 |
| Sr Sys Analyst / Programmer 2 | \$265.00 |
| Sci Svcs | |
| Scientists | |
| Scientist 1 | \$75.00 |
| Scientist 2 | \$95.00 |
| Scientist 3 | \$120.00 |
| Sr Scientist 1 | \$135.00 |
| Sr Scientist 2 | \$165.00 |
| Sr Scientist 3 | \$210.00 |
| Principal Scientist | \$260.00 |
| Field Services | |
| Construction Observation | |
| Construction Project Rep 1 | \$80.00 |
| Construction Project Rep 2 | \$10.00 |
| Sr Constr Project Rep 1 | \$140.00 |
| Sr Constr Project Rep 2 | \$150.00 |
| Construction Administration | |
| Construction Administrator | \$90.00 |
| Sr Construction Administrator | \$110.00 |
| Construction Management | |
| Construction Manager 1 | \$170.00 |
| Construction Manager 2 | \$200.00 |

Schedule of Hourly Rates

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

| Personnel | Hourly Rate |
|---|-------------|
| Sr Construction Manager | \$235.00 |
| Construction Director | \$280.00 |
| Surveying | |
| Survey Tech 1 | \$60.00 |
| Survey Tech 2 | \$90.00 |
| Survey Crew Chief | \$100.00 |
| Surveying Specialist | \$130.00 |
| Land Surveyor | \$135.00 |
| Sr Land Surveyor | \$155.00 |
| Plant Operations | |
| Plant Operator 1 | \$85.00 |
| Plant Operator 2 | \$95.00 |
| Plant Supervisor | \$110.00 |
| Technical Services | |
| Technicians | |
| Technician 1 | \$65.00 |
| Technician 2 | \$80.00 |
| Technician 3 | \$95.00 |
| Sr Technician 1 | \$135.00 |
| Sr Technician 2 | \$140.00 |
| Sr Technician 3 | \$145.00 |
| Project Support | |
| Computer Aided Design (CAD) | |
| CAD Technician 1 | \$65.00 |
| CAD Technician 2 | \$75.00 |
| CAD Technician 3 | \$95.00 |
| CAD Designer | \$110.00 |
| Sr CAD Designer 1 | \$130.00 |
| Sr CAD Designer 2 | \$145.00 |
| CAD Director | \$160.00 |
| Geographic Information Systems (GIS) | |
| GIS Analyst 1 | \$70.00 |
| GIS Analyst 2 | \$100.00 |
| Sr GIS Analyst | \$110.00 |
| GIS Application Developer | \$130.00 |
| Sr GIS Application Developer | \$170.00 |
| Business Support | |
| Project Administration | |
| Project Assistant 1 | \$65.00 |
| Project Assistant 2 | \$75.00 |
| Project Administrator | \$95.00 |
| Sr Project Administrator | \$115.00 |

Schedule of Hourly Rates

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

| Personnel | Hourly Rate |
|-----------------------------|-------------|
| Contracts / Legal | |
| Contract Administrator | \$80.00 |
| Sr Contract Administrator | \$115.00 |
| Finance / Accounting | |
| Project Analyst 1 | \$75.00 |
| Project Analyst 2 | \$100.00 |
| Sr Project Analyst | \$155.00 |
| Project Accounting Director | \$240.00 |
| Technical Writers | |
| Technical Writer 1 | \$95.00 |
| Technical Writer 2 | \$100.00 |
| Sr Technical Writer | \$125.00 |
| Sr Technical Writer 2 | \$150.00 |
| Graphics | |
| Graphic Artist | \$125.00 |
| Consulting | |
| Consultant 1 | \$75.00 |
| Consultant 2 | \$100.00 |
| Sr Consultant 1 | \$160.00 |
| Sr Consultant 2 | \$190.00 |
| Sr Consultant 3 | \$200.00 |