

**AGREEMENT SUMMARY  
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NOS. 195410 & 195409**

**1.0 Professional Consulting Firm:**

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: 972-960-4400
- 1.3 Address: 17111 Preston Road, Suite 300, Dallas, TX 75248-1232

**2.0 Project Name/Location:** Raw Water Pump Station Air Conditioning System Replacement and Sodium Hypochlorite Supply Water Chillers

**3.0 Statement of Purpose:** This project consists of improvements to the Raw Water Pump Station Air Conditioning System and Sodium Hypochlorite Supply Water Chillers.

**4.0 Agreement Summary:**

- 4.1 Agreement Amount:
- |  |             |
|--|-------------|
| RWPS Air Conditioning Replacement:                   | \$27,043.00 |
| Sodium Hypochlorite Generator Supply Water Chillers: | \$32,605.00 |
| Total:   | \$59,648.00 |

- 4.2 Agreement Time: 100 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  
HDR ENGINEERING, INC.**

**FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

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

**W I T N E S S E T H:**

WHEREAS, OWNER intends to construct improvements at the Verdigris River Water Treatment Plant to include Raw Water Pump Station air conditioner replacement and the addition of supply water chillers to the sodium hypochlorite generation system (PROJECT) 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**

This AGREEMENT shall be effective upon signature of both parties.

**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.

**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 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 Consultant 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: HDR Engineering, Inc.  
17111 Preston Road, Suite 300  
Dallas, TX 75248-1232  
972-960-4400  
  
Contact Name: Mr. Joel R. Cantwell, 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.

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the Broken arrow municipal authority 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

By: \_\_\_\_\_

Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

HDR Engineering, Inc.

By: \_\_\_\_\_

Ramon F. Miguez, Vice President

Date: \_\_\_\_\_

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_

City Clerk [Seal]

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Jenifer Rayshell, Secretary

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**VERIFICATION**

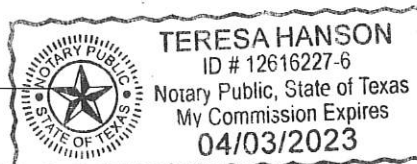
State of Texas )  
County of Dallas ) §

Before me, a Notary Public, on this 11<sup>th</sup> day of October, 2019, personally appeared Ramon F. Miguez, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of HDR Engineering, 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:

4-3-2023

\_\_\_\_\_  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**1.0 PROJECT UNDERSTANDING**

The Verdigris River Water Treatment Plant has been in operation since 2014. The OWNER has expressed a desire for CONSULTANT to provide engineering services to address issues related to the following two items:

- 1.1 Raw Water Pump Station (RWPS) Air Conditioning System Replacement. The two existing wall-mounted air conditioners (PAC-1001 and PAC-1002) at the RWPS have proven to be maintenance-intensive and have not provided adequate cooling in the station when needed during summer months. The two units will be replaced with one (or two) new split air conditioner systems with exterior, pad-mounted condensers and interior coil units. The existing wall-mounted units and ductwork will be demolished. A new elevated concrete pad above the 100-year flood elevation will be installed for the outdoor condensing unit(s) and the electrical feed to the new unit(s) will be modified as required.
- 1.2 Sodium Hypochlorite Generator Supply Water Chillers. The three existing sodium hypochlorite generators (GEN-4001, GEN-4002, and GEN-4003) have experienced overheating issues during summer months when the softened water supply to the units exceeds 75 to 80 deg F. To provide cooled, softened water supply to the units, three water chillers will be installed. These units will be designed to reduce the inlet softened water temperature from a maximum of 90 deg F to a range of 55 to 78 deg F. These units will be installed on at-grade concrete pads located on the north side of the Membrane Building. A new electrical panelboard will be installed (fed from panelboard MH-4) to provide 480 VAC, 3-phase power to each unit.

**2.0 SCOPE OF SERVICES**

CONSULTANT will provide the following services for each of the items described above. The items will be designed, bid, and constructed as two separate projects.

**2.1 Design Services**

2.1.1 Develop Draft Drawings and Specifications to an 80% level of completion.

2.1.2 Submit the Draft documents to OWNER for review. Address written



comments from OWNER and conduct a conference call to discuss City concerns or to clarify comments.

- 2.1.3 Prepare Final Drawings and Specifications and submit an electronic PDF to OWNER along with an Opinion of Probable Construction Cost (OPCC).
- 2.1.4 OWNER will prepare the front end documents for bidding the project (Division 0). CONSULTANT will assist the OWNER with specific project information such as project description, construction duration, bid proposal items, etc.
- 2.2 Bidding Services. OWNER, without assistance from CONSULTANT, will advertise the project for bids, issue the documents to potential bidders, conduct a pre-bid conference, receive bidder inquiries, conduct the bid opening, tabulate the bids, and award the construction contract. CONSULTANT will provide only specific, limited services, to include the following:
  - 2.2.1 Issue up to two (2) addenda to provide responses to bidder inquiries.
  - 2.2.2 After the bid date, modify the Drawings and Specifications to incorporate the addenda and submit Issued for Construction Drawings and Specifications to OWNER in electronic PDF format.
- 2.3 Construction Services. OWNER will manage the project during construction. CONSULTANT will provide only specific, limited services, to include the following:
  - 2.3.1 Review shop drawings for submittals for equipment, appurtenances, and electrical-related components and provide written review comments to OWNER.
  - 2.3.2 Provide responses to OWNER for Contractor Requests for Information (RFIs) as needed.
  - 2.3.3 Conduct a Substantial Completion site visit (one CONSULTANT employee). Provide a written punch list of items to OWNER that need to be completed by the Contractor prior to OWNER accepting the project.
  - 2.3.4 After project completion, produce Record Drawings using the Contractor's as-built drawings provided by OWNER. Submit an electronic PDF of the Record Drawings to OWNER.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**1.0 DESIGN DOCUMENTS:** The CONSULTANT shall submit the following documents for each design item:

- 1.1 Draft Drawings and Specifications (80% Complete)
- 1.2 Final Drawings and Specifications

**2.0 BID PHASE DOCUMENTS:** The CONSULTANT shall submit the following documents for each design item:

- 2.1 Addenda
- 2.2 Conformed Drawings and Specifications

**3.0 CONSTRUCTION PHASE DOCUMENTS:** The CONSULTANT shall submit the following documents for each design item:

- 3.1 Shop Drawing review comments
- 3.2 RFI responses
- 3.3 Substantial Completion Inspection punch list
- 3.4 Record Drawings

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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. A detailed breakdown of hours is included as Attachment C-1.

- 1.1 Raw Water Pump Station Air Conditioning System Replacement. The OWNER shall pay the CONSULTANT the following lump sum amounts for the services related to this design item. These amounts include all labor, material, overhead and profit associated with the Scope of Services.

1.1.1	Design Services:	\$17,020
1.1.2	Bidding Services:	\$3,141
1.1.3	Construction Services:	\$6,882

- 1.2 Sodium Hypochlorite Generator Supply Water Chillers. The OWNER shall pay the CONSULTANT the following lump sum amounts for the services related to this design item. These amounts include all labor, material, overhead and profit associated with the Scope of Services.

1.2.1	Design Services:	\$21,754
1.2.2	Bidding Services:	\$3,220
1.2.3	Construction Services:	\$7,631

**2.0 ADDITIONAL SERVICES BASED ON TIME**

If authorized by OWNER in writing, OWNER shall pay the CONSULTANT for Additional Services on a Time and Materials basis. CONSULTANT shall be paid an amount equal to Direct Labor Costs times a factor of 3.2 and Reimbursable Expenses times a factor of 1.0.

**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 C-1: Basis of Compensation  
Broken Arrow Municipal Authority  
Verdigris River WTP - RWPS Air Conditioner Replacement and Sodium Hypochlorite Water Supply Chillers**

Task Description	HDR												
	Labor												
	Project Manager	Project Engineer	Electrical			HVAC			Engin. Assistant	Total Hours	Labor Cost	Expenses	TOTAL
			Sr. Engr.	Jr. Engr.	BIM	Sr. Engr.	Jr. Engr.	BIM					
	<i>Cantwell</i>	<i>Townsend</i>	<i>Davila</i>	<i>Jonguitud</i>	<i>Olivarez</i>	<i>Periberg</i>	<i>Orton</i>	<i>Jeffers</i>	<i>Rayshell</i>				
<b>1. Design Services</b>													
a. RWPS Air Conditioner Replacement	1	6	4	20	26	18	4	44	4	127	\$ 16,524	\$ 496	\$ 17,020
b. Sodium Hypo Supply Water Chillers	1	6	4	28	32	32	4	42	4	153	\$ 21,120	\$ 634	\$ 21,754
<b>Subtotal</b>	<b>2</b>	<b>12</b>	<b>8</b>	<b>48</b>	<b>58</b>	<b>50</b>	<b>8</b>	<b>86</b>	<b>8</b>	<b>280</b>	<b>\$ 37,644</b>	<b>\$ 1,130</b>	<b>\$ 38,774</b>
<b>2a. Bidding Services - RWPS AC</b>													
a. Issue Addenda		2		2	2	2		2	1	11	\$ 1,689	\$ 51	\$ 1,740
b. Conformed Drawings & Specifications		1		2	1	2		2	1	9	\$ 1,360	\$ 41	\$ 1,401
<b>Subtotal</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>-</b>	<b>4</b>	<b>2</b>	<b>20</b>	<b>\$ 3,049</b>	<b>\$ 92</b>	<b>\$ 3,141</b>
<b>2b. Bidding Services - Chillers</b>													
a. Issue Addenda		2		2	2	2		2	1	11	\$ 1,689	\$ 51	\$ 1,740
b. Conformed Drawings & Specifications		1		2	2	2		2	1	10	\$ 1,437	\$ 43	\$ 1,480
<b>Subtotal</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>-</b>	<b>4</b>	<b>2</b>	<b>21</b>	<b>\$ 3,126</b>	<b>\$ 94</b>	<b>\$ 3,220</b>
<b>3a. Construction Services - RWPS AC</b>													
a. Review Shop Drawings		1		4		4			6	15	\$ 2,497	\$ 75	\$ 2,572
b. Respond to RFIs		1		3	2	3		2		11	\$ 1,658	\$ 50	\$ 1,708
c. Substantial Completion Inspection		4								4	\$ 1,011	\$ 620	\$ 1,631
d. Record Drawings		1		1	2	1		2		7	\$ 943	\$ 28	\$ 971
<b>Subtotal</b>	<b>-</b>	<b>7</b>	<b>-</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>-</b>	<b>4</b>	<b>6</b>	<b>37</b>	<b>\$ 6,109</b>	<b>\$ 773</b>	<b>\$ 6,882</b>
<b>3b. Construction Services - Chillers</b>													
a. Review Shop Drawings		1		4		6			6	17	\$ 2,982	\$ 89	\$ 3,071
b. Respond to RFIs		1		3	2	4		2		12	\$ 1,901	\$ 57	\$ 1,958
c. Substantial Completion Inspection		4								4	\$ 1,011	\$ 620	\$ 1,631
d. Record Drawings		1		1	2	1		2		7	\$ 943	\$ 28	\$ 971
<b>Subtotal</b>	<b>-</b>	<b>7</b>	<b>-</b>	<b>8</b>	<b>4</b>	<b>11</b>	<b>-</b>	<b>4</b>	<b>6</b>	<b>40</b>	<b>\$ 6,837</b>	<b>\$ 794</b>	<b>\$ 7,631</b>
<b>TOTAL</b>	<b>2</b>	<b>32</b>	<b>8</b>	<b>72</b>	<b>73</b>	<b>77</b>	<b>8</b>	<b>102</b>	<b>24</b>	<b>398</b>	<b>\$ 56,765</b>	<b>\$ 2,883</b>	<b>\$ 59,648</b>

**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 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  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HDR ENGINEERING, INC. (CONSULTANT)  
FOR  
RAW WATER PUMP STATION AIR CONDITIONING SYSTEM REPLACEMENT AND  
SODIUM HYPOCHLORITE SUPPLY WATER CHILLERS  
PROJECT NUMBERS 195410 & 195409**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**1.0 DESIGN SERVICES:**

- 1.1 Draft Drawings and Specifications shall be submitted to OWNER within 45 calendar days of Notice to Proceed.
- 1.2 Final Drawings and Specifications shall be submitted to OWNER within 30 calendar days of receipt of OWNER comments on the draft documents.

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