

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2154100**

1.0 Professional Consulting Firm:

- 1.1 Name: GARVER, LLC
- 1.2 Telephone No.: 918-250-5922
- 1.3 Address: 6450 South Lewis Avenue, Suite 300, Tulsa, OK 74136

2.0 Project Name/Location: Water Distribution Corrosion Control Study, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has an agreement with the Oklahoma Department of Environmental Quality (ODEQ) to complete a corrosion control study and submit the findings to DEQ by January 1, 2021. The OWNER has retained CONSULTANT for their professional services in order to evaluate Broken Arrow's existing water distribution system and complete the corrosion control study. An approvable corrosion control treatment (CCT) plan is also anticipated for the completion of this work, but will be accomplished and supplied by OWNER or via an amendment to this Contract once the study is completed.

4.0 Agreement Summary:

- 4.1 Agreement Amount:
- TOTAL AGREEMENT AMOUNT** \$ 48,200
- 4.2 Agreement Time: 65 days
- 4.3 Estimated Construction Cost: none anticipated

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (OWNER), represented by the General 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: _____ 2020

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NUMBER: 2154100**

This AGREEMENT, including Attachment A through Attachment E, between the Broken Arrow Municipal Authority (OWNER) and Garver, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to perform a Corrosion Control Study on the OWNER'S water distribution 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. 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 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 OWNER's water distribution system; 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: Stacy Thornton, P.E.
Assistant Utilities Director

CONSULTANT: Garver, LLC
6450 S. Lewis, Suite 300
Tulsa, Oklahoma 74136
918-250-5922

Contact: Mary Elizabeth Mach, P.E.
Senior Project Manager

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 Chairman of the Broken Arrow Municipal Authority, 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: _____
Craig Thurmond, BAMA Chairman

Date: _____

CONSULTANT:

Garver, LLC


By: 
Randall G. McIntyre, Vice President

Date: 9.24.20

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Secretary [Seal]

Date: _____

Attest: 
Mary E. Mach, Sr. Project Manager

Date: 9/24/20

Approved as to form:


Assistant City Attorney

VERIFICATION

State of _____)
County of _____) §

Before me, a Notary Public, on this _____ day of _____, 2019, personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Garver, LLC, 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:

Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NO. 2154100**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 6TH day of OCTOBER, 2020.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to develop a corrosion control study for the Broken Arrow water distribution system. OWNER has an agreement with the Oklahoma Department of Environmental Quality (ODEQ) to complete a corrosion control study and submit the findings to ODEQ. OWNER has also accepted an obligation to submit an approvable corrosion control treatment (CCT) plan; additional study and testing is anticipated to be required and will be provided by OWNER or through amendment(s) by CONSULTANT and is therefore not included in this scope. OWNER will implement the approved CCT plan within 2 years and subsequently conduct follow up sampling to demonstrate the effectiveness of the CCT plan.
- 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 has (\$50,000.00) budgeted for this PROJECT that includes all professional consultant fees. Funding for testing and plan implementation is not included and will be obtain by OWNER if required.

2.0 PROJECT SCOPE

The project consists of tasks to be completed in a phased manner. The tasks described below are aimed at developing a corrosion control study plan that follows the guidance provided by the United States Environmental Protection Agency (USEPA) in the document titled "Optimal Corrosion Control Treatment Evaluation Technical Recommendations for Primacy Agencies and Public Water Systems" published by USEPA in March 2016. The work described in this document will result in a desk-top analysis using data from the water treatment plant (WTP) and distribution system to identify the best testing approach for the OWNER and provide a detailed testing program. CONSULTANT will also prepare communications for submittal by OWNER to ODEQ. The project will be accomplished as described in 3.0, Scope of Services.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall 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 Kick-off Conference in order to determine design criteria, requirements and codes and other critical regulatory features of the Project, such as reporting requirements 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, if any.
- 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
- 3.1.5 CONSULTANT will prepare a Quality Control (QC) Plan to document the approach for quality assurance and quality control. CONSULTANT will also prepare and provide monthly invoicing progress reports and summary of progress (% complete) for each task.

3.2 Corrosion Control Treatment (CCT) Study

3.2.1 Task 1: Historical data collection

CONSULTANT will prepare a data request aimed at collecting all corrosion-relevant data from the WTP and the water distribution system to develop a Corrosion Control Treatment (CCT) Study. In preparing this request, CONSULTANT will identify data already in possession of CONSULTANT from a recently completed study with OWNER. Upon receipt of data request, OWNER will provide the data and other previously completed study reports to CONSULTANT. Data and reports provided by OWNER is assumed correct. Data will be compiled to develop a description of the treated water quality and water treatment parameters that are of importance to lead, copper, and iron corrosion in the distribution system infrastructure and home plumbing. CONSULTANT will also compile previously filed lead and copper rule compliance reports.

3.2.2 Task 2: Data analysis

CONSULTANT will analyze data collected in Task 1 to understand the corrosivity of treated water with respect to lead, copper, and iron. Major chemical stability and corrosion indices will be calculated and the impacts of seasonal variability and treatment conditions on the corrosivity of the treated water will be evaluated based on the collected data.

A desktop analysis will be performed to determine how the corrosion related indices are affected by addition of various corrosion control chemicals at the WTP. It is noted that the impact of addition of phosphate on corrosion may not be adequately modeled with an assessment of the chemical stability and corrosion indices via the desktop analysis alone. Desktop analysis will be aimed at identifying several alternative approaches to be implemented by OWNER staff that can improve the stability of the water and thus minimize corrosion in the system. Based on the results of the desktop analysis, actual chemical addition or completion of the corrosion control studies maybe recommended based on one of the following approaches; a) pipe-rig/loop test, b) metal coupon test, or c) partial-system test; this work is anticipated for project completion and ODEQ compliance but is not included in this Scope of Work and is anticipated to be added by future amendment(s) or supplied by the OWNER.

A workshop (either virtual or in-person meeting) will be held to discuss the observations and potential approaches for corrosion control testing (to be completed extraneous to this scope of work). The input and comments received during this workshop and agreed upon by both CONSULTANT and OWNER will be incorporated into the analysis and development of recommendations, and will be summarized in a Technical Memorandum (TM).

3.2.3 Task 3: Technical Memorandum

A TM will be prepared summarizing the work completed in tasks described in sections 3.2.1 and 3.2.2. Recommendations for the next phase of the CCT program will be included. The recommended corrosion control testing will likely include one of the following; a) pipe-rig/loop test, b) metal coupon test, or c) partial-system test. A detailed testing program including a test setup, sampling program, and test duration for the selected testing approach will also be included in the Technical Memorandum, to be executed at OWNER's direction under an amendment to this contract.

Five (5) hard copies and an electronic copy of the draft TM will be submitted to the OWNER in advance of a workshop (either virtual or in-person) where the findings of the corrosion control study are discussed. Upon review of the TM and discussion and review comments received during the workshop, comments agreed upon by both OWNER and CONSULTANT will be incorporated into the Final TM.

Five (5) hard copies of the Final TM will be submitted to OWNER and two (2) hardcopies or electronic copies will be submitted to ODEQ as requested.

3.2.4 Task 4: Communications with ODEQ

Upon receiving written approval from OWNER, CONSULTANT will prepare written communications for communicating the findings and recommendations of the desk-top evaluation to ODEQ. CONSULTANT will discuss with ODEQ the level of details needed for this communication and reflect that input in preparing communication materials. If ODEQ provides an indication that they will possibly accept the findings of the desk-top evaluation as adequate to proceed with an optimized CCT for the treatment system, the letter to ODEQ will be prepared in the necessary forms to submit the CCT plan. Otherwise, this communication will be in the form of a letter that communicates the results of this phase 1 evaluation and keep them informed about the OWNER's plan to conduct the corrosion control testing to finalize the CCT plan.

3.3 EXTRA WORK (ADDITIONAL SERVICES). The following items are not included under this agreement but will be considered as extra work (additional services):

1. Corrosion Control Testing, data collection, analysis, and report preparation.
2. Design, construction phase services, or startup of any treatment system modifications that may result from this scope of work or any subsequent testing.
3. Preparation of materials that the OWNER may use for public communication about lead and copper corrosion.
4. Assistance in preparing and maintaining a lead service line inventory, including GIS updates, as required in the revised lead and copper rule.
5. Sample collection, results processing, and report preparation under the revised LCR.
6. Communications between the OWNER and schools/registered child-care

facilities as is anticipated to be required under the revised LCR.

7. Water distribution system hydraulic modeling.
Modeling/evaluation of potential DBP formation or nitrification or the development of a nitrification action plan.
8. Computational fluid dynamics (CFD) modeling.
9. Hydraulic transient/surge modeling.
10. Evaluation of capital improvements.
11. Submittals or deliverables in addition to those listed herein.
12. Meetings or site visits in addition to those included herein.
13. Survey or geotechnical services of any kind.
14. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
15. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
16. ODEQ engineering report submittals.

Extra work (additional services) will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF SCOPE OF SERVICES

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NO. 2154100**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 6th day of OCTOBER, 2020.

1.0 TECHNICAL MEMORANDUM - CORROSION CONTROL TREATMENT STUDY

1.1 Draft Technical Memorandum

1.1.1 Five (5) hard copies submitted to OWNER

1.1.2 Electronic copies as requested

1.2 Final Technical Memorandum

1.2.1 Five (5) hard copies submitted to OWNER

1.2.2 Up to three (3) hardcopies submitted to ODEQ at the direction of OWNER

1.2.3 Electronic copies as requested

1.3 Letter to ODEQ communicating the recommendation of the Corrosion Control Treatment (CCT) Plan.

The CCT Plan submittal to ODEQ is contingent upon one of the following:

1. ODEQ's acceptance of the desktop model without additional testing OR

*2. the completion of distribution system testing performed by the OWNER
OR*

*3. an amendment to the SCOPE by OWNER for CONSULTANT to complete
distribution system testing.*

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NO. 2154100**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply and shall be made a part of the AGREEMENT dated the 6th day of October , 2020.

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 Corrosion Control Study: The OWNER shall pay the CONSULTANT a lump sum amount of \$48,200.00 for the Corrosion Control Study. 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 in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of October 1, 2020 through July 1, 2021 for architectural / 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.

**APPENDIX 1 TO ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NO. 2154100**

HOURLY RATES

The following hourly rates shall apply through July 1, 2021 and shall be made a part of the AGREEMENT dated the 6th day of October, 2020.

Classification	Rates
Engineers / Architects	
E-1.....	\$ 111.00
E-2.....	\$ 128.00
E-3.....	\$ 155.00
E-4.....	\$ 181.00
E-5.....	\$ 221.00
E-6.....	\$ 272.00

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
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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 6TH day of OCTOBER, 2020.

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 OWNER's water distribution system;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the OWNER's water distribution system.
- 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 OWNER's water distribution system;
- 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 OWNER's water distribution system;
- 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.

2.0 SPECIAL CONDITIONS

- 2.1 none

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)
FOR
WATER DISTRIBUTION CORROSION CONTROL STUDY
PROJECT NO. 2154100**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 6TH day of OCTOBER, 2020.

1.0 CORROSION CONTROL STUDY TECHNICAL MEMORANDUM:

- 2.1 Notice to Proceed:
October 8, 2020 or receipt of all data requested
- 2.2 Submit draft Technical Memorandum to OWNER:
55 days from NTP or receipt of data
- 2.3 Submit final Technical Memorandum to OWNER:
10 days from receipt of DRAFT TM comments from OWNER
- 2.4 Submit final Technical Memorandum to ODEQ on behalf of OWNER:
Upon approval by OWNER