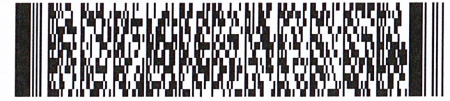


# City Contract

Version 5.5 released on 7/1/25



UB0121933

### CITY COUNCIL USE ONLY

Date Received: \_\_\_\_\_  
 Committee Date: \_\_\_\_\_  
 1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
 Committee: \_\_\_\_\_  
 Hearing Date: \_\_\_\_\_  
 2<sup>nd</sup> Agenda Date: \_\_\_\_\_

### CITY CLERK USE ONLY

Scanned Date: \_\_\_\_\_  
 Posted Item #: \_\_\_\_\_

**All department items requiring Council approval must be submitted through the Mayor's Office.**

#### Contract Phase

**New Contract**    Renewal    Amendment    Statutory Change Order    Supplemental Documentation  
 Quantity Adjustment    Final Payment    Permission to Continue    IDP  
 Formal Acceptance    Terminate/Cancel

#### Data Sharing

Yes    **No**

#### Board Approval

Tulsa Metropolitan Utility Authority

#### Other Board Name

N/A

#### City Council Approval

Yes    **No**

#### Contract Number

139234

#### Department

Water and Sewer

#### Contact Name

Tammy Curry

#### Email

tcurry@cityoftulsa.org

#### Phone

918-596-9580

#### Vendor Name(s)

Carollo Engineers, Inc.

#### Vendor Number

5158

#### Description (Subject)

Unruh Intake Valve Replacement

#### Contract Type

Arch and Engr Svcs

#### Contract Subtype

Registered Engr

#### Bid/Project Number

TMUA-W 26-05

#### Contract Amount

#### Site Address

#### Site Parcel No.

#### Contract Funding Type

No Payment Involved  
 Revenue Contract  
 **Expense Contract**

#### Funding Source(s)

2631W00004.WaterOps.Water.7400.74003301.541101: \$236,550.00  
**TOTAL:** \$236,550.00

#### Department:

*Matt Vaughan* [Signature]

Date: 4.15.26

#### Legal:

*Jesli Myers* [Signature]

Date: 4-20-26

#### Board:

#### Mayor:

#### Other:

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

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

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

#### Background Information

This contract is for engineering services to facilitate the replacement of the intake valves at the Unruh Reservoir. Scope of services include conducting a bathymetric survey, updating construction BCE, creating a BCE for future dredging operations, pre-bid services, and writing an RFP/IFB for valve replacement and sediment displacement to be distributed and processed by the Purchasing Department to solicit bids for the replacement work. There are (6) butterfly valves and associated manual actuators that need replacement. The bathymetric survey will allow the consultant to determine amount of sediment in the reservoir, provide base level of volume sediment displacement, and acquire information to create a BCE for dredging of the reservoir in the future. PCSSC Selection Date 7/02/25, PCSSC 4/15/26, TMUA 5/13/26

#### Summation of the Requested Action

Submitted for approval

#### Other Pertinent Details

TGP *EGP* CEW *CEW* JB *JB* tc

#### Post Execution Processing

Mail vendor copy (add'l signature copies attached)  
 Must be filed with other governmental entity  
 Add'l governmental entity approval(s) required

#### Additional Routing and Processing Details

**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES WITH Carollo Engineers, Inc.**  
**FUNDING SOURCE \_\_\_\_\_**  
**PROJECT NUMBER W 26-05**

**DESCRIPTION OF WORK and LOCATION: The agreement provides professional engineering services for the replacement of six (6) valves and minor concrete repairs on the Unruh Intake Structure and displace sediment to allow for replacement of the bottom intake valves.**

Total Budget	\$2,449,000.00
Estimated Construction Cost	\$2,200,000.00
Total Engineering Cost	\$226,550.00
Special Services Allowance	\$10,000.00
Raw Labor Cost	\$56,819.35
Overhead	\$105,172.61
Profit	10.00%
Multiplier [1 + ((Profit + Overhead)/Raw Labor)]	3.1361
Total Design Cost / Total Construction Cost	10.30%
Advertising Date	10 months from NTP date

## **ENGINEERING CONSULTING AGREEMENTS CHECKLIST**

### **Cover sheet (attached)**

### **Front End Documents**

- There are 30 Sections. Where indicated, please fill in the appropriate project-specific information, BUT DO NOT OTHERWISE ALTER OR OMIT ANY PART OF THIS DOCUMENT.
- Include correct project title, project number, and contract number. No contract number 3/26/2026.
- Include signature page on a separate sheet having "IN WITNESS WHEREOF..." paragraph and signature lines.
- One original signed and sealed agreement to be submitted following approval by the Professional Consultant Service Selection Committee (PCSSC).

### **Attachment A: Scope of Project**

- Detailed description of the work and location that clearly identifies the northern, southern, eastern, and western project limits.

### **Attachment B: Scope of Services**

- Specify phases of work with milestones and deliverables.
- Include Right of Way information.
- Include Plan-in-hand/field review information.
- Plan sheets shall be no more than 30 feet per inch unless specified by the City of Tulsa Engineer.
- Reference schedule exhibit

### **Attachment C: Responsibilities of the Authority**

- Include Record Drawing reference: construction Information to be provided to the Engineer of Record to prepare Record Drawings at the conclusion of construction.

### **Attachment D: Compensation**

- Callout hourly fees, overhead, and profit.
- Use current GSA rates for applicable expenses.
- Include Conditions of payment: City to pay within 30 days of receipt of invoice.
- Reference Fee Computation Exhibit

### **Attachment E: Resident Project Representative Services**

- Watermark this section "NOT APPLICABLE" if it does not apply to the project.

**Schedule Exhibit**

- Gantt chart format
- Include milestones that match the scope of services in Attachment B
- Include Advertise Date

**Fee Computation Exhibit**

- Include a detailed man-hour / task breakdown showing:
  - Personnel
  - Tasks
  - Man-hours
  - Raw labor
  - Overhead
  - Detailed Expenses
  - Profit

**Other attachments**

- Insurance Certificate with correct cancellation clause, carrier name correction and completely spelled out.
- Affidavit of Claimant
- Interest Affidavit
- Non-Collusion Affidavit

Prepared By:	<u>Thomas O. Crowley, P.E.</u>
Consulting Engineer	<u>Thomas O. Crowley, PE</u> (Type Name & Title)
Project Engineer	<u>Jason Brock, PE</u>
Lead Engineer	<u>Cheryl Wilson, PE</u>



## CERTIFICATION

This is to certify that the undersigned, Kristi J. Powers, as Corporate Secretary and General Counsel for Carollo Engineers, Inc., is authorized to state and certify: That by corporate policy approved by the Board of Directors on 04/01/2019, Thomas Crowley, Vice President and Becky Luna, Senior Vice President are authorized to execute agreements for the usual and customary engineering business of the company.

Dated: April 9, 2026

A handwritten signature in black ink that reads "Kristi Powers". The signature is written in a cursive style with a large, looping initial "K".

---

Kristi J. Powers  
Corporate Secretary & General Counsel

**AGREEMENT**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** made and entered into between the Tulsa Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Carollo Engineers, Inc. hereinafter referred to as **ENGINEER**, a corporation organized under the laws of the State of Delaware;

**WITNESSETH**

**WHEREAS**, **AUTHORITY** intends to 1) displace sediment from the R. James Unruh Reservoir to enable replacement of the lower valves on the Unruh Intake Structure, 2) replace six valves on the Unruh Intake Structure, and 3) perform minor concrete rehabilitation on the Unruh Intake Structure located south of 21<sup>st</sup> Street just to the south of the AB Jewell WTP. This agreement specifically excludes investigation, study or design of conveyance infrastructure and piping connected to the Unruh Intake Structure, hereinafter referred to as the **PROJECT**; and,

UNRUH TERMINAL STORAGE INTAKE STRUCTURE VALVE REPLACEMENT  
TMUA-W 26-05

**WHEREAS**, **AUTHORITY** requires certain professional services in connection with the **PROJECT**, hereinafter referred to as the **SERVICES**;

**WHEREAS**, **ENGINEER** is prepared to provide such **SERVICES**;

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

- 1.0 SCOPE OF PROJECT: The scope of this **PROJECT** is described in **ATTACHMENT A, SCOPE OF PROJECT**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the **SERVICES** described in **ATTACHMENT B, SCOPE OF SERVICES**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 3.0 AUTHORITY'S RESPONSIBILITIES. **AUTHORITY** shall be responsible for all matters described in **ATTACHMENT C, RESPONSIBILITIES OF THE AUTHORITY**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 4.0 COMPENSATION. **ENGINEER** shall be paid in accordance with **ATTACHMENT D, COMPENSATION**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 5.0 INSPECTION SERVICES. The **AUTHORITY** may, at its sole discretion, include Resident Project Representative Services as part of this Agreement or amend this Agreement at a later date to include such services. The **ENGINEER** shall perform and be paid for Resident Project Representative Services in accordance with **ATTACHMENT E, RESIDENT PROJECT REPRESENTATIVE SERVICES**, which is attached hereto and incorporated by reference as part of this Agreement.

6.0 STANDARD OF PERFORMANCE. ENGINEER 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 laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.

7.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

8.0 OPINIONS OF COST AND SCHEDULE.

8.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors ', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.

8.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

9.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.

10.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in ATTACHMENT B, SCOPE OF SERVICES.

The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E -Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

11.0 INSURANCE.

11.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:

- 11.1.1. General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.
- 11.1.2. Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.
- 11.1.3. Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.

11.2 The ENGINEER shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this AGREEMENT;  
and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

11.3 The ENGINEER shall not cause any required insurance policy to be cancelled or permit it to lapse. If the ENGINEER cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the AUTHORITY will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an ENGINEER who fails to keep required insurance policies in effect may be deemed by the AUTHORITY to be in breach of contract, ineligible to bid on future projects, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

## 12.0 OWNERSHIP AND REUSE OF DOCUMENTS.

- 12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.
- 12.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at AUTHORITY'S risk.

## 13.0 TERMINATION OR SUSPENSION OF AGREEMENT.

- 13.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days' written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 13.2 AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

### 13.2.1. COMPENSATION.

- (a) In the event of termination or suspension for AUTHORITY'S convenience, ENGINEER

shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of ATTACHMENT D.

- (b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with ATTACHMENT D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

14.0 NOTICE.

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

14.1.1. To ENGINEER: Carollo Engineers, Inc.  
6666 S. Sheridan Rd., Suite 230  
Tulsa, OK 74133

14.1.2. To AUTHORITY: TULSA METROPOLITAN UTILITY AUTHORITY  
175 E. 2<sup>nd</sup> Street, 13<sup>th</sup> Floor  
Tulsa, Oklahoma 74103

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and AUTHORITY.

15.0 UNCONTROLLABLE FORCES. Neither AUTHORITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

16.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes ATTACHMENTS A, B, C, D and E and EXHIBITS 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

17.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of the Water and Sewer Department for resolution. If the Director is unable to resolve the dispute, the matter may, at the Director's discretion, be referred to the Mayor or designee for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

18.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

- 19.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Water and Sewer Department of the AUTHORITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or AUTHORITY presentations.
- 20.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.
- 21.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 22.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- 23.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 24.0 THIRD PARTIES. This AGREEMENT is between AUTHORITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third-party beneficiary of this AGREEMENT.
- 25.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 26.0 BINDING EFFECT. This Agreement shall be binding upon AUTHORITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 27.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or

privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

28.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:

28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) “or” is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to “\$” or to dollar amounts shall be in lawful currency of the United States of America;

28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

28.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and

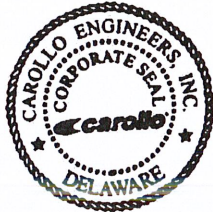
28.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

29.0 OKLAHOMA FIREARMS ACT COMPLIANCE. If the ENGINEER has 10 or more full-time employees, and this AGREEMENT exceeds \$100,000 in total value, ENGINEER acknowledges and agrees that, in accordance with and pursuant to 21 O.S. § 1289.31, ENGINEER verifies to AUTHORITY that: (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this AGREEMENT.

30.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Tulsa Metropolitan Utility Authority.



(SEAL)

Carollo Engineers Inc. (ENGINEER)

ATTEST:

*Kristi Powers*

*Thomas O. Crowley, P.E.*

Kristi Powers, Secretary

Thomas Crowley, PE, Vice President

*Becky Luna*

Becky Luna, PE, Senior Vice President

Date 04/09/26

(SEAL)

APPROVED:

TULSA METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date \_\_\_\_\_

APPROVED AS TO FORM:

RECOMMENDED:

*[Signature]*

Attorney for Tulsa Metropolitan Utility Authority

Director

**SCOPE OF PROJECT****ATTACHMENT A**

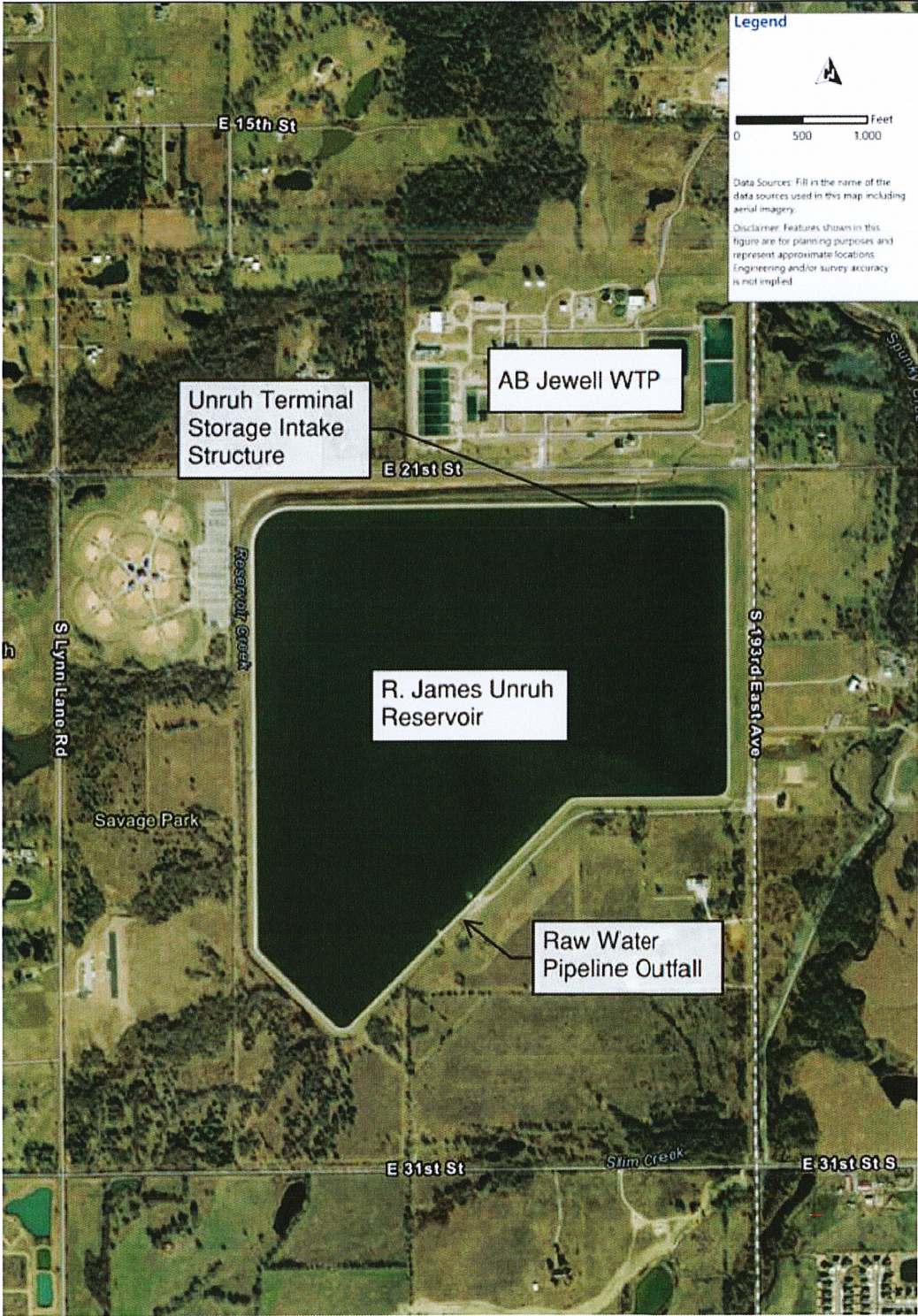
- A. **SCOPE OF PROJECT.** The PROJECT intends to perform professional engineering services for the preparation of a Request for Proposal (RFP) document to solicit a service agreement from a qualified respondent for the removal and replacement of six (6) butterfly valves and associated manual actuators on the existing Unruh Reservoir intake structure, complete minor concrete repairs of the Unruh Reservoir intake structure, and displace accumulated sediment from around the Unruh Intake Structure to within the reservoir as necessary for the responder to replace of all the intake valves as identified by the Water & Sewer Department:

The confines of this project are predominantly in and around the R. James Unruh Reservoir located at the A.B. Jewell Water Treatment Plant (WTP) located in Tulsa, Oklahoma. In the Phase No. 1 services, ENGINEER will perform the services necessary to define the scope of the RFP to be issued for the purposes of developing a service agreement for a qualified respondent for the displacement of sediment, minor concrete repairs, and replacement of six (6) butterfly valves and associated manual actuators at the Unruh Reservoir. These Phase No. 1 services will define the plan and profile and the sediment and provide sufficient information concerning the nature of the sediment to allow responders to propose the volume of sediment to be displaced within the reservoir to permit replacement of the valves without significantly increasing turbidity at the intake. Utilizing this information, ENGINEER will provide an Opinion of Probable Construction Cost (OPCC) and update the AUTHORITY's Business Case Evaluation (BCE) for the project in accordance with capital prioritization process of the AUTHORITY's Asset Management Program. In this manner, the AUTHORITY can assess the current adequacy of the budget and direct the ENGINEER on elements to be included with the RFP to maintain budgetary values, postpone the project until the proper funding is available, or obtain funding in current budget cycle.

As part of the Phase No. 2 services, ENGINEER will develop a draft and final RFP utilizing the template provided by the City of Tulsa Finance Department. The RFP will include the framework to solicit qualified respondents, define the timeline and scope of the project, define the bid items and alternate bid pricing (pending the AUTHORITY's Purchasing Department approval), define the RFP evaluation terms, and establish the terms and conditions of the future service agreement. The ENGINEER will include drawings, technical specifications, and guidance documents as an exhibit to the RFP to enable the bidders to understand the scope and requirements of the RFP. Phase No. 2 services will include development of a draft Method of Procedure (MOP) guidance document to establish the general limitations of the respondent's approach to the work including the respondent's responsibilities for traffic control, entry/exiting the reservoir while the reservoir work is being performed, work restrictions, areas available for sediment displacement, limitations regarding increase of turbidity within the reservoir water column while the sediment displacement and valve replacement is occurring, and permitting the work with the identified permitting agencies. Phase No. 2 services will include assisting the AUTHORITY with the evaluation and scoring of the RFPs to select a qualified respondent based upon a predetermined set of non-economic and economic scoring criteria.

It is hereby understood and agreed by the Parties that upon the AUTHORITY'S determination of the services and materials needed for the PROJECT (See EXHIBIT 1, PROJECT LOCATION), and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including, but not limited to services and/or construction contracts for engineering, right-of-way acquisition, utility, relocations, construction, equipment, and other services or contracts related to the PROJECT.

**EXHIBIT 1**  
**PROJECT LOCATION**



**SCOPE OF SERVICES**

**ATTACHMENT B**

- B. SCOPE OF SERVICES.** The services to be performed by the ENGINEER under this AGREEMENT may consist of two (2) phases, as stated below. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See EXHIBIT 2, PROJECT SCHEDULE); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed for each project as required by AUTHORITY.

The Basic Services of ENGINEER include, but are not necessarily limited to, the following tasks:

- (i) Utilizing professional knowledge and experience, identify, consider and evaluate the relevant field data required to perform its SERVICES under this Agreement.
- (ii) Designate in writing to AUTHORITY a representative to coordinate all information between ENGINEER and AUTHORITY.
- (iii) Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at all phases of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.
- (iv) Document all meetings, conferences, coordination, and other activities, and send documentation to AUTHORITY within three (3) working days.
- (v) Attend initial conference with AUTHORITY and other administrative and regulatory agencies, including utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- (vi) Attend all public meetings for the PROJECT.
- (vii) Perform all necessary surveys and investigations for the PROJECT.
- (viii) Furnish engineering data, where necessary, for the coordination of the PROJECT with other local projects or with state or federal authorities.
- (ix) Coordinate with all permitting authorities and assist AUTHORITY with obtaining all required permits for project, i.e., OWRB, ODEQ, ODOT, Railroads, U.S. Army Corps of Engineers, etc. Consultant shall prepare and submit all permit applications as required for Project. Utilize "Special Services Allowance" in ATTACHMENT D for payment of any associated permit fees.
- (x) Prepare all drawings in conformance with the drafting standards set forth in the current Engineering Drafting Guidelines for Outside Consultants.
- (xi) Prepare equipment specifications and use existing drawings to identify demolition and replacement needs and requirements.

- (xii) ENGINEER shall interview operations and maintenance staff and perform research necessary to identify multiple acceptable equipment vendors wherever possible.
- (xiii) Provide AUTHORITY with a budget analysis and cost estimates for all components of the PROJECT and verify that such cost estimates are within the estimates set forth in the PROJECT budget provided by the AUTHORITY to ENGINEER.

**B.1. Phase No. 1. Preliminary Design.** Conduct initial investigations and analysis of the Unruh reservoir and intake to provide the information necessary to inform the development of the draft and final RFP in Task B.2. The Phase No. 1 Preliminary Design services to be performed by ENGINEER will include, but are not limited to, the following:

**B.1.1. Project Management and Reporting**

B.1.1.1. The ENGINEER shall provide project management and progress reporting functions required to successfully complete Task B.1.

B.1.1.2. Monthly Progress Reporting: The ENGINEER shall prepare and submit to AUTHORITY monthly invoice packets including the following:

- a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percentage complete for each major subtask, planned activities for the upcoming month, information requests, action items requested to be addressed by the AUTHORITY, schedule status with any applicable delays, and a list of potential scope adjustments.
- b. Monthly invoice.
- c. Updated project schedule.

**B.1.2. Progress Meetings and Workshops:**

B.1.2.1. ENGINEER shall conduct regular monthly progress status meetings with the AUTHORITY. The meetings shall cover the following items at a minimum:

- a. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
- b. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with AUTHORITY as identified herein. The ENGINEER will prepare an agenda for each meeting.
- c. Distribute design decisions via an action/decision log within three (3) working days of the meeting.

B.1.2.2. ENGINEER shall conduct a kickoff meeting to

- a. Review the scope of work.

- b. Establish critical design parameters for the RFP Development.
- c. Establish initial contact with other City of Tulsa Departments, and other entities and agencies.

**B.1.3. Quality Assurance and Quality Control**

B.1.3.1. ENGINEER shall Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the Final Design Phase of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.

- a. ENGINEER shall develop and implement a QA/QC plan and submit the QA/QC plan to the AUTHORITY for review.
- b. ENGINEER QA/QC reviews of each deliverable shall be completed prior to submitting to the AUTHORITY for review. A concurrent QA/QC review with the AUTHORITY shall not be permitted without prior written approval from the AUTHORITY.
- c. Results of the reviews shall be maintained by the ENGINEER in its records files until completion of the PROJECT. The results of the QA/QC review shall be incorporated into the Final Design Documents.

**B.1.4. Schedule**

B.1.4.1. ENGINEER shall provide a detailed schedule for execution of the project prior to the project kickoff meeting.

- a. Schedule shall allow for AUTHORITY review periods of at least four (4) weeks.
- b. Schedule shall include tentative dates for major review meetings.
- c. Schedule shall be updated as needed based on progress.
- d. Prepare and submit meeting notes within three (3) working days of the meeting.

**B.1.5. Data Collection:**

B.1.5.1. ENGINEER will provide a draft technical memorandum to the AUTHORITY illustrating the document needs for the project for the purposes of managing and tracking the data collection efforts. The data collection memorandum will include the recommended location for sampling the sediment adjacent to the intake and the physical/chemical testing parameters for the collected sediment with the assumption that the AUTHORITY will contract separately for the sampling and collection services.

B.1.5.2. Bathymetric and Point Survey of Unruh Reservoir: ENGINEER will conduct a Bathymetric Survey of the Unruh Reservoir to determine the extent of sediment build up and verify the elevations of the intake structure top of concrete. All survey

will be gathered using NAVD 1988 vertical datum established utilizing the AUTHORITIES benchmarks at the AB Jewell WTP.

**B.1.6. RFP Outline Development and Review:**

B.1.6.1. Estimate volume of sediment to be displaced: Utilizing the results of the bathymetric survey and the sediment characteristics provided by the AUTHORITY, ENGINEER will define the estimated range of volume of sediment necessary to be displaced within the reservoir to replace the existing intake gates that are “silted in”. In addition, ENGINEER will define the potential locations within the reservoir where this sediment may be replaced and the limits of associated water quality curtains.

B.1.6.2. Valve Procurement Plan: ENGINEER will include a valve procurement plan that permits the procurement of the valves prior to conducting validating field measurements. This procurement plan will include specifications for the valves and specifying with the valve, fabricated steel transition flanges that will permit the intake valves to be installed completely plumb and torque tube transition pieces that permit extension of the valve stem and manual actuators at a consistent elevation above the Intake structure. In this manner, the AUTHORITY can determine if procurement of valves/manual actuators should be conducted prior to the issuance of the RFP documents.

B.1.6.3. Update BCE: ENGINEER will prepare an Advancement of Cost Engineering (ACE) International Recommended Practice No. 18R Class 4 study or feasibility cost opinion in accordance with accepted industry guidelines and as defined by ACE. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made based on experience and qualifications as an ENGINEER. ENGINEER does not guarantee or warranty that proposals, bids or actual PROJECT costs will not vary from ENGINEER's opinions of probable cost. Using the updated Opinion of Probably Construction Cost (OPCC), ENGINEER will update AUTHORITY's Business Case Evaluation (BCE) for the project in accordance with capital prioritization process of the AUTHORITY's Asset Management Program.

- a. AUTHORITY, based upon the updated BCE, will determine which cost elements can be included with the RFP given allocated funds for the project.

B.1.6.4. Outline of RFP: Utilizing the results of these investigations, ENGINEER will develop an initial outline of the Request for Proposal and associated Method of Procedure (MOP) defining the scope of the project.

**B.1.7. Ground and aerial surveys. (NOT USED)**

B.1.7.1. Determine the horizontal and vertical location of all known utilities within the PROJECT by utilizing OKIE Locates, contacting utility companies, utilizing topographic surveys and information available at the County Clerk's office, and/or land records as needed. Based upon proposed PROJECT improvements, potholing may be required. Locations shall be tied where possible to survey data and

delineated on the construction drawings. Determine relocation requirements for existing utilities.

B.1.8. Right-of-way and ownership information. (NOT USED)

B.1.8.1. Employ the services of an abstract company to provide a certified Property Report. This will require the abstract company to research, document and certify all existing Right of Way within the project limits including Fee Simple (aka Permanent Right of Way), Permanent Easements, Platted Dedications and Deeds of Dedication, whether private or public.

B.1.8.2. Provide one original (signed and sealed) and one copy (paper or digital) of the certified property report to the AUTHORITY along with the initial submittal of construction plans or within 90 days of notice-to-proceed, whichever is earlier.

B.1.8.3. Prepare a Right of Way map showing all existing Right of Way, identified by the abstract company, and including the type of easement or conveyance, the recorded Grantee, Book and Page(s) for all instruments and/or the Plat Number. The Right of Way map shall also show all the proposed additional Right of Way required for the construction of the PROJECT.

B.1.8.4. Review all existing Right of Way and easement information and identify any gaps and/or overlaps in the existing Right of Way/easements within the limits of the proposed PROJECT.

B.1.8.5. For all the proposed additional Right-of-Way/Easements required for the construction of the project:

a. All property acquisition documents shall:

- i. Use blue ink for certification signatures.
- ii. Be submitted on 8 ½" X 11" paper.
- iii. Comply with Tulsa County Clerk's Office minimum requirements for recording:
  1. Minimum margins of 2 inches at the top of the page and all other margins shall be at least one 1 inch on each side.
  2. Minimum 12-point font size.
- iv. Parcels shall be numbered, as follows:
  1. Fee simple & permanent right-of-way shall be identified by whole numbers (i.e. "1.0", "2.0", or "3.0").
  2. Permanent easements shall be identified by number and letter (i.e. "1A", "2A", or "2B").
  3. Temporary construction easements shall be identified by decimal (i.e. "1.1", "1.2", "2.1" or "2.2").

b. All legal descriptions and Plats of Survey shall include (per parcel):

- i. Revision Record as shown in Exhibit "A" in the Public Works Real Property Transactions Policy, effective July 1, 2024.
  1. Fee simple or permanent right-of-way takes must contain the area (in units of square feet) of the subject property before acquisition or donation, and any change in area resulting from the transfer of property.

2. Certified Legal Description and a Plat of Survey as shown in Exhibits “B.1” or “B.2” in the Public Works Real Property Transactions Policy, effective July 1, 2024. Comply with the minimum standards of practice set forth by the Oklahoma Administrative Code, Title 245, Chapter 15, Subchapter 13, Minimum Standards for Land Surveying, as amended, and any other applicable laws or standards.
  3. When the Minimum Standards require monumentation for easements the monuments shall have affixed thereto a durable purple marker or purple cap bearing "ESMT" along with the license number of the land surveyor in responsible charge, or the Certificate of Authorization number of the firm performing the survey.
  4. Include a general location map and address on the plat of survey.
  5. Clearly identify all existing permanent right-of-way (a/k/a fee simple), permanent easements, temporary easements, right-of-way or easement closings, etc.
  6. Closure Report as shown in Exhibit “C” in the Public Works Real Property Transactions Policy, effective July 1, 2024. Listing points, including coordinates, from a coordinate geometry computerized software program showing mathematical closure of the legal description shall be provided.
- c. Employ the services of an abstract company to provide a certified Property Report for each parcel to be acquired.
  - d. Completed legal descriptions and plats of survey shall be submitted to the AUTHORITY along with preliminary construction plans (60% completion).
  - e. Provide a “.kmz” file with submittal of legal descriptions.
  - f. Provide an aerial exhibit in PDF format for each proposed property acquisition.
  - g. The legal descriptions will be staked in the field as needed during the Right-of-Way acquisition process.

**Phase No. 1 Assumptions:**

- I. Schedule:
  - a. 4 months to Provide a Draft MOP outline, Draft RFP, and Updated BCE for AUTHORITY’s review.
  - b. 4 weeks for AUTHORITY’s Review.

II. Workshops and Meetings:

- a. Project Kickoff Meeting (in person)
- b. Progress Meetings will be conducted virtually, a total of four (4) meetings are assumed for this task.
- c. RFP Outline Workshop

III. Preliminary Investigations Assumptions:

- a. Ground and Aerial surveys specified by Item B1.7 are not required.
- b. Easements and Right of Way Services specified by Item B.1.8 will not be required.
- c. Potholing or verification of utility locations are not required and outside the scope of services for the project.
- d. No condition assessment of the intake will be performed. Rather general concrete repairs will be included as a unit price item within the RFP for standard repair methods. These methods include hydraulic cement, Epoxy injection, and underwater poly cement patch mortar. ACI Guidelines will be specified.
- e. Underwater investigations and measurements of the Intake Structure and valves will not be performed by the ENGINEER. In lieu of this, valve procurement will require the RFP responders to provide machined transition flanges to handle any offset to allow valves and manual actuators to be vertically integrated with the structure. In addition, the RFP responders will be required to provide a machined torque tube or valve stem transition to maintain manual actuator elevations on the Intake Structure. Prior to ordering these elements, the RFP responders will be required to conduct confirmation investigations to establish the need for these elements.
- f. Sampling and characterization of the sediment to determine characteristics will not be performed. It is assumed that this information will be provided by the AUTHORITY under guidance provided by the ENGINEER as part of the data collection Technical Memorandum.
- g. Forever chemicals or PFAS (per – and polyfluoroalkyl substances) will not be part of the analysis. It is assumed none are present.
- h. Permitting of any sediment displacement will be through the OWRB and not the USACE. Permitting shall be the responsibility of the respondent.
- i. AB Jewell WTP can take up to 60 MGD straight from the Oologah pipeline. As a result, work must be done during low demand periods.
- j. City of Tulsa needs to repair fish screens coming into the plant to prevent fish runs from interfering with the work.
- k. To isolate the Unruh Reservoir from the plant, a 60-inch valve in the Junction Chamber will need to be blind flanged off due to the inability of the valve to close all the way. It is understood that the AUTHORITY will provide the blind flange for the 60-inch valve and install; Any analysis to confirm use will be the responsibility of others.

**B.2** **Phase No. 2. Final Design.** Phase No. 2 services will include the preparation of a draft and final RFP to establish a service agreement with a qualified respondent for the PROJECT together with all exhibits necessary to define the scope of work and terms and conditions associated with the service agreement; Development of the RFP for Procurement will be in accordance with AUTHORITY'S standard "Request for Proposal (RFP) for a Service Agreement". Phase No. 2 tasks will include the following:

**B.2.1. Project Management and Reporting**

B.2.1.1. The ENGINEER shall provide project management and progress reporting functions required to successfully complete Task B.2.

B.2.1.2. Monthly Progress Reporting: The ENGINEER shall prepare and submit to AUTHORITY monthly invoice packets including the following:

- a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percentage complete for each major subtask, planned activities for the upcoming month, information requests, action items requested to be addressed by the AUTHORITY, schedule status with any applicable delays, and a list of potential scope adjustments.
- b. Monthly invoice.
- c. Updated project schedule.

**B.2.2. Progress Meetings and Workshops:**

B.2.2.1. ENGINEER shall conduct regular monthly progress status meetings with the AUTHORITY. The meetings shall cover the following items at a minimum:

- a. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
- b. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with AUTHORITY as identified herein. The ENGINEER will prepare an agenda for each meeting.
- c. Distribute design decisions via an action/decision log within three (3) working days of the meeting.

B.2.2.2. ENGINEER shall conduct an RFP kickoff meeting to:

- a. Conduct a site walkthrough with AUTHORITY's staff to review the draft outline for the RFP including a listing of all associate exhibits.
- b. Review Draft Method of Procedure (MOP) guidance document and supporting information for development of the scope of work for the service agreement.

- c. Review permitting framework identifying the permitting and correspondence with other City of Tulsa Departments for inclusion with the RFP documents.

B.2.2.3.RFP Review Workshops. ENGINEER shall conduct the following workshops during the development of the draft RFP:

- a. Workshop 1: Review of draft scope of work documents including draft exhibits relating to sediment displacement and allowable barge launching areas.
- b. Workshop 2: Review RFP submittal requirements, Pricing Form, and evaluation criteria for selection of qualified responder for service agreement.
- c. Workshop 3: Review terms and conditions of service agreement and ENGINEER's supplementary conditions to the service agreement. Supplementary conditions shall be approved by the AUTHORITY.
- d. Workshop 4: Review draft RFP and finalize RFP schedule and terms.

### **B.2.3. Quality Assurance and Quality Control**

B.2.3.1.Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at the RFP Development Phase of this PROJECT. Thorough review of pay items, quantities, pay item notes, and general construction notes is mandatory and shall be reviewed against COT standard specifications and details. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.

- a. ENGINEER shall develop and implement a QA/QC plan and submit the QA/QC plan to the AUTHORITY for review.
- b. ENGINEER QA/QC reviews of each deliverable shall be completed prior to submitting it to the AUTHORITY for review. A concurrent QA/QC review with the AUTHORITY shall not be permitted without prior written approval from the AUTHORITY.
- c. Results of the reviews shall be maintained by the ENGINEER in its records files until completion of the PROJECT. The results of the QA/QC review shall be incorporated into the Final Design Documents.

### **B.2.4. Schedule:**

B.2.4.1.ENGINEER shall provide a detailed schedule for execution of the project prior to the design phase services kickoff meeting.

- a. Schedule shall allow for AUTHORITY review periods of up to four (4) weeks.
- b. Schedule shall include tentative dates for major review meetings.

- c. Schedule shall be updated as needed based on progress.
- d. Prepare and submit meeting notes within three (3) working days of the meeting.

**B.2.5. Prepare Draft and Final RFP documents:** The ENGINEER shall include the preparation of a draft and final RFP to establish a service agreement with a qualified responder for the PROJECT together with all exhibits necessary to define the scope of work and terms and conditions associated with the service agreement; Development of the RFP for Procurement shall be in accordance with AUTHORITY'S standard "Request for Proposal (RFP) for a Service Agreement". The Phase No. 2 tasks shall include the following:

**B.2.5.1. Prepare Draft RFP Document:** ENGINEER shall prepare a draft RFP document that includes the following:

- a. Edits to standard RFP template as follows:
  - i. Overview and goals.
  - ii. Background.
  - iii. Timeline for the RFP.
  - iv. Scope of Work Document referring to the following Exhibits:
    - 1. Exhibit A – Pricing Sheet.
    - 2. Exhibit B – Terms and Conditions.
    - 3. Exhibit C – Drawings.
    - 4. Exhibit D – Technical Specifications.
    - 5. Exhibit E- Draft Method of Procedure (MOP) Guidance.
    - 6. Exhibit F- Proposed Schedule for Completion.
  - v. RFP Response Documents: Requirements include developing standard response forms for the following to be attached as Exhibit A to the RFP.:
    - 1. Instructions for Submitting RFP Response.
    - 2. Price Sheet and Alternate Proposal information including a description of pay items and measurement and payment information. It is assumed that the RFP will contain base level of volume sediment displacement with the responders proposing on the unit price to displace that base level of sediment. However, responders will be allowed to propose additional or deductive sediment volume (and associated unit pricing) the responder proposes will be sufficient to allow replacement of those valves that are impacted by accumulated sediment.

3. Team Qualifications and Experience.
  4. Firm Qualifications and Experience.
  5. List of Claims and status for past 5 years.
  6. List of Clarifications/Deviations from Technical Specification and drawings.
  7. Proposed Deviation from Established Schedule.
  8. Proposed Changes to Draft Method of Procedure.
  9. Other Proposal information: Limited to 2 pages.
- vi. Evaluation of Proposals: Engineer will develop the review and weighted scoring process for the RFP submissions to select winning respondent from RFP submissions on a combination of economic and non-economic scoring. AUTHORITY will review, edit, and approve scoring process.
  - vii. Miscellaneous.
  - viii. Service Agreement Standard Terms and Conditions.
  - ix. Supplementary Conditions for the Service Agreement will include modifications to the purchase agreement to address the following items:
    1. Additional Insurance Requirements.
    2. Performance Bond.
    3. Warranty Bond.
    4. Procedures and Processing of changes to Contract Price and Time.
    5. Nonconforming Work.
    6. Changed Conditions.
- b. The draft and final technical drawings anticipated for inclusion with the RFP exhibits are presented in Table 1 on the following page.
  - c. Draft and Final Specifications: ENGINEER shall prepare draft and final technical specifications included in Table 2 following.

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**TABLE 1 - DRAFT AND FINAL RFP DRAWING EXHIBITS**

Overall Count	Sheet Designation	Pg # Holder	Sheet Description	Draft RFP	Final RFP	Notes
			<b>GENERAL</b>			
1	G	1	PROJECT SITE AND OVERVIEW MAP	1	1	1
			<b>CIVIL</b>			
2	C	1	NOTES, LEGEND, AND BENCHMARK	1	1	1
3	C	2	SEDIMENT DISPLACEMENT PLAN	1	1	
4	C	3	WATER QUALITY CURTAIN			
			<b>MECHANICAL</b>			
5	M	1	INTAKE TOWER PLAN AND NOTES	1	1	
6	M	2	INTAKE TOWER SECTIONS		1	
7	M	3	INTAKE TOWER DETAILS		1	
			<b>TYPICAL</b>			
9	T	1	MECHANICAL DETAILS FOR VALVE STEMS		1	2
10	T	2	CIVIL DETAILS			
			TOTAL	4	7	
NOTES						
	1 Includes Site Property lines, existing AB Jewell Benchmarks and Public Right of Way					
	2 Includes City of Tulsa Details					

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**TABLE 2 - SUMMARY OF SPECIFICATIONS**

MF50-Div Section Number	Abbreviation	Section Title	DRAFT RFP	FINAL RFP
<b>DIVISION 1</b>				
01_11_00		Summary of Work	X	X
01_14_00		Work Restrictions and Draft MOP		X
01_31_19		Project Meetings	X	X
01_31_21		Project Schedules and Reports	X	X
01_33_00		Submittal Procedures		X
01_35_21		Selective Alternations and Demolition		X
01_35_73		Delegated Design Procedures	X	X
01_41_00		Regulatory Requirements		X
01_45_00		Quality Control and Quality Assurance		X
01_50_00		Temporary Facilities and Controls	X	X
01_55_50		Traffic Control	X	X
01_71_23	Bulkheads	Field Engineering		X
01_75-17		Commissioning	X	X
01_77_00		Closeout Procedures	X	X
01_81_00		Project Design Criteria	X	X
<b>DIVISION 03- CONCRETE</b>				
03_31_00	Hydraulic Cement	Structural Concrete	X	X
03_37_00	Poly mortar	Specially Placed Concrete and Polymer Mortar for Underwater Repairs	X	X
03_64_23	Epoxy Injection	Epoxy Injection Grouting	X	X
<b>DIVISION 05- METALS</b>				
05_05_24		Mechanical Anchoring and Fastening to Concrete and Masonry		X
05_50_00		Metal Fabrications		X
<b>DIVISION 9 FINISHES</b>				
09_96_01		High-Performance Coatings		X
<b>DIVISION 35 - WATERWAYS AND MARINE CONSTRUCTION</b>				
35_05_00		Common Work Results for Waterway Construction	X	X
35_20_00		Maintenance Dredging		X
35_43_00		Underwater Construction	X	X
35_50_00		Cofferdam and Waterway Construction	X	X
<b>DIVISION 40 - PROCESS INTEGRATION</b>				
40_05_50.01		Common work results for valves	X	X
40_05_57.13		Manual Actuators	X	X
40_05_64		Butterfly Valves	X	X

- d. **Draft and Final MOP Guidance Document:** ENGINEER shall develop a draft and final Method of Procedure (MOP) Guidance document illustrating the constraints of the project and the procedures for the RFP respondents to finalize during execution of the service agreement.

**B.2.5.2. Conduct Draft RFP Review Workshops:** The workshops anticipated for the development of the draft RFP are provided in B2.3.3.

- B.2.6 ENGINEER shall furnish 6 half-size copies of the Draft RFP and other documents for review listed in B.2 at no additional cost to the AUTHORITY. The submittal will also include a copy of the RFP Exhibits in PDF and all related CAD files.
- B.2.7 ENGINEER shall furnish 1 full-size pre-advertisement review of Final RFP.
- B.2.8 ENGINEER shall furnish one (1) original Final Signed, Sealed, RFP Document (100%) for AUTHORITY approval. It shall be 22" x 34" in size and also scanned & formatted to half-size to scale (11" x 17"). Drawing set shall be printed on 24-pound paper and delivered in a protective tube or enclosure.

B.2.9 ENGINEER shall furnish 3 half-size copies and 3 copies of final bound RFP Exhibits and 1 USB 2.0 flash memory drive of the proposal for bidding purposes. The submittal will also include a copy of the full and half-size drawings & specifications in PDF and all related CAD files.

B.2.9.1 ENGINEER shall furnish 8 half-size plan sets of Conformed Drawings that contain all addendum changes in paper and 1 electronic copy. The submittal will also include a copy in PDF and all related CAD files.

B.2.9.2 ENGINEER shall submit all applicable signed, completed Design Project Checklists with the final design review submittal.

B.2.10 ENGINEER shall attend and contribute the pre-RFP Proposal conference(s), prepare addenda, furnish ENGINEER'S estimate(s) in a format acceptable to AUTHORITY, respond to all questions from RFP respondents, and assist AUTHORITY in evaluating RFP responses.

B.2.11 ENGINEER shall prepare an additional BCE for future dredging and removal of sediment work. Bathymetric survey will be conducted and the results of that survey will be analyzed in preparation of the BCE for future dredging work.

**Phase No. 2 Assumptions:**

I. Schedule:

- a. 4 months to Provide a Draft RFP.
- b. 4 weeks for AUTHORITY's Review.
- c. 1 Month to Provide Final RFP.
- d. 2 months for RFP review and Service Agreement Preparation.

II. Workshops and Meetings:

- a. Workshop 1 Draft RFP Scope of Work.
- b. Workshop 2: Draft RFP Structure.
- c. Workshop 3: RFP Service Agreement.
- d. Workshop 4: Review Draft RFP and finalize RFP schedule and terms.
- e. RFP Workshop with Potential Responders.

III. Draft and FINAL RFP Development Assumptions:

- a. AUTHORITY's template for solicitation of Service Agreement will be utilized.
- b. ENGINEER's MOP will define certain restraints on the proposers such as areas that can be used for staging and approach, areas designated for sediment handling and temporary storage, hauling requirements, etc. However, the guidance document will allow RFP responders to provide

proposals and completion schedules with the RFP response to provide the best value to the AUTHORITY for the service agreement.

### **B.3 SPECIAL SERVICES:**

B.3.1 Business Case Analysis and Implementation Plan. Opinions of probable construction cost developed for capital improvement recommendations, evaluations and the conceptual study effort, and/or preliminary design report effort, will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R regarding methodology and accuracy. The cost opinion level of accuracy presented by ENGINEER will be a Class 4 study or feasibility cost opinion in accordance with accepted industry guidelines and as defined by AACE. Since ENGINEER has no control over the cost of labor, material or equipment furnished by others not under contract to ENGINEER, ENGINEER' s opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an ENGINEER. ENGINEER does not guarantee or warranty that proposals, bids or actual PROJECT costs will not vary from ENGINEER's opinions of probable cost. Under the work of this task, ENGINEER will:

B.3.1.1. Consider alternatives for equipment procurement, installation and system integration. Develop opinions of probable construction and PROJECT costs for capital improvements, including total costs such as studies, design, and right-of-way.

B.3.1.2. Develop an implementation plan and timeline for the design and construction of identified improvements. Incorporate a discussion of funding limitations as provided to ENGINEER by AUTHORITY. Consider construction constraints and sequencing requirements as the implementation plan is developed.

B.3.1.3. For each recommended capital improvement project, Consultant shall prepare a business case evaluation (BCE) analysis in accordance with the capital prioritization process of the AUTHORITY's Asset Management Program. The business case analysis will be based on information gathered from AUTHORITY and will incorporate capital costs, forecast operating and maintenance cost additions/savings and avoided costs associated with consequence and probability of failure. BCE template document will be provided to ENGINEER by AUTHORITY, and ENGINEER shall submit completed BCE form(s) to AUTHORITY as part of the PROJECT deliverables.

B3.1.4. FACT ENGEERING REPORT (NOT USED)

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**EXHIBIT 2**  
**PROJECT SCHEDULE**

Schedule Narrative and Milestones: Schedule includes the following Milestones:

<b>Task</b>	<b>Duration (Months)</b>	<b>Total Duration from NTP (Months)</b>
<b>Notice to Proceed</b>	NA	0
<b>Phase No. 1 – Preliminary Design</b>	4	4
<b>Phase No. 2 – Final Design</b>		
<b>Draft RFP</b>	4	8
<b>TMUA Review</b>	1	9
<b>Final RFP and Advertise (1)</b>	1	10
<b>Bidding Services and Award of Service Agreement</b>	2	12

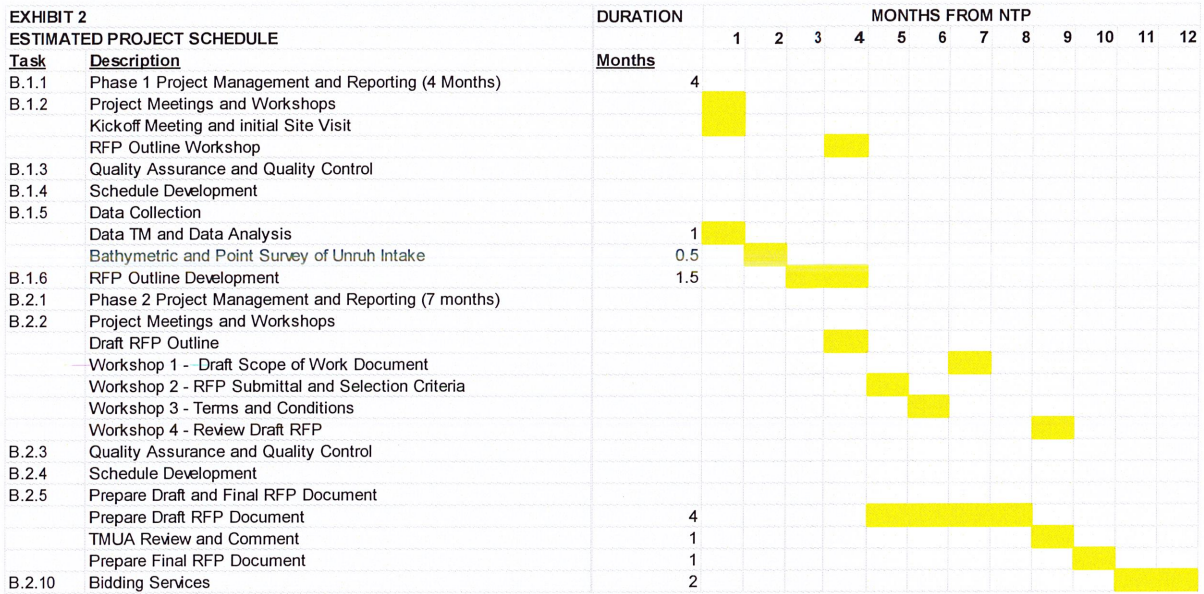
Notes:

1. Since date of the notice proceed is not known, a specific advertisement date cannot be provided.
- A detailed schedule is provided on the following page indicating the anticipated duration of the individual tasks.

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## EXHIBIT 2 CONTINUED

### PROJECT SCHEDULE CONTINUED



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**RESPONSIBILITIES OF THE AUTHORITY**

**ATTACHMENT C**

**C. RESPONSIBILITIES OF THE AUTHORITY.** The AUTHORITY agrees:

- C.1. Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
  - C.1.1. Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.
  - C.1.2. Standard drawings and standard specifications.
- C.2. Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- C.3. Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
  - C.3.1. To furnish legal assistance as required in the preparation, review and approval of construction documents.
  - C.3.2. To furnish staff assistance in locating existing utilities and in expediting their relocation.
- C.4. Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.
- C.5. Record Drawings. Provide redline markups of completed construction for the ENGINEER to create record drawings.

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**COMPENSATION**

**ATTACHMENT D**

**D. COMPENSATION.** The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing (See EXHIBIT 3, PROJECT FEE SCHEDULE). Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. As a minimum, invoices shall include expense backup (receipts), progress report, copy of latest monthly progress meeting minutes, updated Gantt chart project schedule (baseline schedule shall only be changed if AUTHORITY grants a requested time extension by ENGINEER), and certificate of insurance. AUTHORITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.

**D.1. TOTAL COMPENSATION**

D.1.1. For the work under Phase No. 1, PRELIMINARY DESIGN, ATTACHMENT B, an amount not to exceed Eighty-One Thousand Two Hundred Sixty-Eight Dollars and Seventy-Five Cents (\$81,268.75).

D.1.2. For the work under Phase No. 2, FINAL DESIGN, ATTACHMENT B, an amount not to exceed One Hundred Forty-Five Thousand Two Hundred Eighty-One Dollars and Twenty-Five Cents (\$145,281.25).

D.1.3. For the work under RESIDENT PROJECT REPRESENTATIVE SERVICES, ATTACHMENT E (NOT USED)

**D.2. COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS.**

D.2.1. Labor Costs. Labor Costs shall mean actual hourly rates for personnel assigned to the PROJECT based upon percentage of the SERVICES completed at the time of billing.

D.2.2. Overhead Costs. Overhead Costs shall mean a percentage applied to Labor Costs. Overhead Costs shall be calculated as **185.10%** of raw labor costs.

D.2.3. Profit. Profit shall mean a percentage of the combined Labor Costs and Overhead Costs. Profit shall be calculated as **10%** of the combined total of Labor Costs and Overhead Costs.

D.2.4. Subconsultants and Subcontractors. Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus **5%**.

D.3. Other Engineering Services. Other engineering services not included in the foregoing, when authorized in writing by the AUTHORITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

- D.4. Travel and Subsistence Reimbursement. Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.
- D.5. Reproduction Reimbursement. Reproduction shall be reimbursed at actual cost, not to exceed budgeted amount and will not include payment of any markup, profit or overhead to the ENGINEER.
- D.6. Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.
- D.7. Special Services Allowance. At the sole discretion of AUTHORITY, a Special Services Allowance for potholing, additional services requested by the AUTHORITY, and/or permit/review fees may be provided by AUTHORITY. Any such allowance will be for the direct cost of the Special Services, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) and will not include payment of any markup, profit or overhead to ENGINEER. Use of the Special Services Allowance must be authorized, in writing, by the AUTHORITY.

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## EXHIBIT 3

# PROJECT FEE SCHEDULE

PROFESSIONAL ENGINEERING SERVICES UNRUH TERMINAL STORAGE INTAKE STRUCTURE VALVE REPLACEMENT PROJECT NUMBER TMUA W 26-05 SUMMARY OF QUANTITIES, HOURS, AND COSTS EXHIBIT 3 - PROJECT FEE SCHEDULE CONCEPTUAL ENGINEERING DESIGN SERVICES CITY OF TULSA, OK												
Hourly Wage Rates	\$ 116.26	\$ 101.36	\$ 55.00	\$ 85.80	\$ 76.04	\$ 48.07	\$ 39.52	\$ 41.26	\$ 36.11	Task Hours	Direct Cost	
	PD and QA/QC	PM	Junior Engineer	Cost and Schedule PE	PE	Sr CAD	Junior CAD	EI	DP			
<b>B.1 Phase No. 1 - Preliminary Design</b>												
B.1.1 Phase 1 Project Management and Reporting (4 Months)			4	8		4				16	\$1,149.61	
B.1.2 Project Meetings and Workshops												
Kickoff Meeting and initial Site Visit	4	4	4		4					16	\$1,394.66	
RFP Outline Workshop		2	2		2			6		12	\$712.35	
B.1.3 Quality Assurance and Quality Control	2	2								4	\$435.24	
B.1.4 Schedule Development		2	2							4	\$312.72	
B.1.5 Data Collection												
Data TM and Data Analysis		2	4					12		18	\$917.80	
Bathymetric and Point Survey of Unruh Intake		2								2	\$202.72	
B.1.6 RFP Outline Development												
Define Volume of Sediment to be Removed			2	8						10	\$642.72	
Define Sediment Handling and Disposal Requirements			2	12						14	\$862.72	
Valve Procurement Plan			2	4						6	\$422.72	
Update BCE			2	16	12	4				34	\$2,416.50	
Prepare Draft Outline of RFP			4	12	4			24		44	\$2,398.80	
<b>Subtotal Phase No. 1 - Preliminary Design</b>	<b>6</b>	<b>30</b>	<b>72</b>	<b>16</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>180</b>	<b>\$11,868.53</b>	
<b>Phase No. 2 - Final Design</b>												
B.2.1 Phase 2 Project Management and Reporting (7 months)			4	16		4				24	\$1,589.61	
B.2.2 Project Meetings and Workshops												
Draft RFP Outline		4	4		4					12	\$929.61	
Workshop 1 - Draft Scope of Work Document		4	4		4					12	\$929.61	
Workshop 2 - RFP Submittal and Selection Criteria		4	4		4					12	\$929.61	
Workshop 3 - Terms and Conditions		4	4		4					12	\$929.61	
Workshop 4 - Review Draft RFP		4	4		4					12	\$929.61	
B.2.3 Quality Assurance and Quality Control	32	8							8	48	\$4,820.11	
B.2.4 Schedule Development		2	2							4	\$312.72	
B.2.5 Prepare Draft and Final RFP Document												
Prepare Draft RFP Document	2	12	16		12			24	4		\$4,375.96	
Exhibit C - Draft RFP Drawings		16	24		16	4	40	32	5	137	\$7,446.73	
Exhibit D - Technical Specifications		2	24					16	4	46	\$2,327.26	
Exhibit E - Draft Guidance MOP		4	32						2	38	\$2,237.65	
Exhibit F - Schedule		2		4					2	8	\$618.13	
RFP Response Documents		1			8				1	10	\$745.83	
Evaluation of RFP		1			6				1	8	\$593.74	
Miscellaneous		1			2				1	4	\$289.56	
Supplementary Conditions to Service Agreement		4								4	\$405.43	
Prepare Final RFP Document		4	24		8			24		60	\$3,323.96	
Exhibit C - Final RFP Drawings	12	16			4	4	40	36	8	120	\$5,947.67	
Exhibit D - Technical Specifications		1	6		2			4	4	17	\$892.91	
Exhibit E - Final Guidance MOP		1	12		12				1	26	\$1,710.00	
Exhibit F - Schedule				2					1	3	\$207.71	
RFP Response Documents		2		2	2				1	7	\$562.52	
B.2.6 6 Hard Copies of Draft RFP								2	4	6	\$226.95	
B.2.7 Review Final RFP								1	1	3	\$116.89	
B.2.8 One Original RFP Document Set								1	1	3	\$116.89	
B.2.9 Final Bound RFP Document								2	1	2	\$192.51	
B.2.10 Bidding Services												
Attend and Lead Prebid Conference		2	2							4	\$312.72	
Provide Addenda		2						8		10	\$532.77	
Prepare Final Engineering Estimate		2		4	4					10	\$850.10	
Bid Tabulation and Recommendation		2	2		8					12	\$921.08	
<b>Subtotal Phase No. 2 - Final Design</b>	<b>34</b>	<b>105</b>	<b>196</b>	<b>12</b>	<b>108</b>	<b>8</b>	<b>84</b>	<b>149</b>	<b>51</b>	<b>677</b>	<b>\$46,325.45</b>	
<b>Sub-Consultants</b>												
Bathymetric Survey											\$40,000.00	
<b>Reimbursable Expenses</b>												
Plotting, Copying, Shipping, Laboratory Analysis											\$2,047.84	
<b>Subtotal Sub-Consultants:</b>											<b>\$40,000.00</b>	
<b>Subtotal Reimbursable Expenses:</b>											<b>\$2,047.84</b>	
<b>Profit on Sub-Consultants (5%):</b>											<b>\$2,000.00</b>	
<b>Subtotal Labor &amp; Overhead (factor 2.851):</b>											<b>\$165,911.05</b>	
<b>Project Subtotal:</b>											<b>\$209,958.89</b>	
<b>Profit on Labor (10%):</b>											<b>\$16,591.10</b>	
<b>TOTAL PROJECT:</b>											<b>\$226,550.00</b>	
<b>SPECIAL SERVICES ALLOWANCE:</b>											<b>\$10,000.00</b>	

## EXHIBIT 3 CONTINUED

### PROJECT FEE SCHEDULE CONTINUED

<b>PROFESSIONAL ENGINEERING SERVICES</b>		
<b>UNRUH TERMINAL STORAGE INTAKE STRUCTURE VALVE REPLACEMENT PROJECT</b>		
<b>PROJECT NUMBER TMUA W 26-05</b>		
<b>SUMMARY OF QUANTITIES, HOURS AND COSTS</b>		
<b>EXHIBIT 3 - PROJECT FEE SCHEDULE (continued)</b>		
<b>CONCEPTUAL ENGINEERING DESIGN SERVICES</b>		
<b>CITY OF TULSA, OK</b>		
<b>Project Summary</b>		
	<b>Subtotal Labor:</b>	<b>\$58,193.99</b>
	<b>Subtotal Labor Overhead (185.1%):</b>	<b>\$107,717.07</b>
	<b>Subtotal Sub-Consultants:</b>	<b>\$40,000.00</b>
	<b>Profit on Sub-Consultants (5%):</b>	<b>\$2,000.00</b>
	<b>Subtotal Reimbursable Expenses:</b>	<b>\$2,047.84</b>
	<b>Project Subtotal:</b>	<b>\$209,958.89</b>
	<b>Profit (10%):</b>	<b>\$16,591.10</b>
	<b>TOTAL PROJECT:</b>	<b>\$226,550.00</b>
	<b>SPECIAL SERVICES:</b>	<b>\$10,000.00</b>

## ATTACHMENT E (NOT USED)

### RESIDENT PROJECT REPRESENTATIVE SERVICES

- E. **RESIDENT PROJECT REPRESENTATIVE SERVICES.** The AUTHORITY may at its sole discretion include “Resident Project Representative Services” as part of the original agreement or amend said agreement at a later date to include such services. The ENGINEER shall provide a Resident Project Representative and assistants to provide a continuous observance of the work of the Contractor. The Resident Project Representative (and any assistants) is responsible to and an agent of the ENGINEER and may act for the ENGINEER in carrying out the duties of the ENGINEER.

#### E.1 DUTIES AND RESPONSIBILITIES

The ENGINEER shall:

- E.1.1 **Schedules:** Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor concerning their acceptability.
- E.1.2 **Conferences:** Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- E.1.3 **Liaison:** Serve as liaison with Contractor, working principally through Contractor's superintendent and assist ENGINEER in understanding the intent of the Contract Documents.
- E.1.4 **Shop Drawings and Samples:**
- E.1.4.1 Maintain a file of shop drawings and samples; receive samples which are furnished by Contractor.
- E.1.4.2 Advise Contractor immediately of the commencement of any work requiring shop drawing if the submission has not been reviewed and no exceptions taken.
- E.1.5 **Review of Work, Rejection of Defective Work, Inspections and Tests:**
- E.1.5.1 Conduct on-site observations of the work in progress to assist in determining whether the work is proceeding in accordance with the Contract Documents and whether completed work will conform to the contract documents.
- E.1.5.2 Report to AUTHORITY whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise AUTHORITY when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- E.1.5.3 Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains

adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

E.1.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the outcome of these inspections.

E.1.5.6 Interpretation of Contract Documents: Transmit clarifications and interpretations of the Contract Documents to Contractor.

E.1.5.7 Modifications: Consider and evaluate Contractor suggestions for modifications in drawings or specifications and report them with recommendations to AUTHORITY.

E.1.5.8 Records:

1) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the contract documents, progress reports, color marked as-built record drawings and other Project related documents.

2) Keep a diary or log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

3) Record names, addresses and telephone numbers, including emergency numbers, of Contractors, subcontractors and major suppliers of material and equipment.

E.1.5.9 Reports:

1) Furnish periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

E.1.5.10 Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure with Contractor for their submission and forward those with recommendations to AUTHORITY, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

E.1.5.11 Certificates, Maintenance and Operation Manuals: During the course of work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractors are applicable to the items actually installed, and deliver this material to Owner prior to final acceptance of the work.

E.1.5.12 Completion:

- 1) Conduct final inspection in the company of AUTHORITY and Contractor and prepare a final list of items to be completed or corrected.
- 2) Verify that all items on final list have been completed or corrected and make recommendations concerning acceptance.

E.2. **LIMITATIONS OF AUTHORITY**

Except upon written instructions of AUTHORITY or ENGINEER, Resident Project Representative:

- E.2.1 Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- E.2.2 Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
- E.2.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
- E.2.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- E.2.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
- E.2.6 Shall not authorize AUTHORITY to occupy the Project in whole or in part.
- E.2.7 Shall not participate in specialized field or laboratory tests.

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**AFFIDAVIT OF CLAIMANT**

STATE OF Oklahoma

COUNTY OF Oklahoma

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services, or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: Thomas O Crowley, P.E.  
Signature

Name: Thomas O. Crowley

Company: Carollo Engineers Inc.

Title: Vice President

Subscribed and sworn to before me this 9<sup>th</sup> day of April, 2026

Elizabeth Palen  
Notary Public

My Commission Expires: 09-03-2029

Notary Commission Number: #25010450



**The Affidavit must be signed by an authorized agent and notarized.**

INTEREST AFFIDAVIT

STATE OF Oklahoma  
COUNTY OF Oklahoma ) ss.

I, Thomas Crowley of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By Thomas O Crowley, P.E.  
Signature  
Title Vice President

Subscribed and sworn to before me this 9th day of April, 2024

Elizabeth Pal  
Notary Public



My Commission Expires: 09-03-29

Notary Commission Number: # 25010450

County & State Where Notarized: Oklahoma, Oklahoma

The Affidavit must be signed by an authorized agent and notarized.

**NON-COLLUSION AFFIDAVIT**  
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF (Oklahoma)

COUNTY OF (Oklahoma)<sup>ss.</sup>

I, Thomas Crowley, of lawful age, being first duly sworn, state that:  
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
  - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: Thomas O. Crowley, P.E.  
Signature

Title: Vice President

Subscribed and sworn to before me this 9<sup>th</sup> day of April, 2026

Charbet Pal  
Notary Public

My Commission Expires: 9-3-29

Notary Commission Number: # 25010450

County & State Where Notarized: Oklahoma, Oklahoma

**The Affidavit must be signed by an authorized agent and notarized.**

