

City Contract

Version 5.5 released on 7/1/25



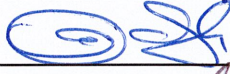
UB01 2449

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|------------------------------------|------------------------------------|----------------------------------|---------------|
| CITY COUNCIL USE ONLY | | CITY CLERK USE ONLY | |
| Date Received: _____ | Tracking #: _____ | <input type="checkbox"/> Scanned | Date: _____ |
| Committee Date: _____ | Committee: _____ | <input type="checkbox"/> Posted | Item #: _____ |
| 1 st Agenda Date: _____ | Hearing Date: _____ | | |
| | 2 nd Agenda Date: _____ | | |

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



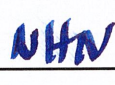
| | | | |
|--|---|---|--|
| Contract Phase | | Data Sharing | |
| <input type="radio"/> New Contract | <input type="radio"/> Renewal | <input checked="" type="radio"/> Amendment | <input type="radio"/> Statutory Change Order |
| <input type="radio"/> Supplemental Documentation | <input type="radio"/> Quantity Adjustment | <input type="radio"/> Final Payment | <input type="radio"/> Permission to Continue |
| <input type="radio"/> IDP Formal Acceptance | <input type="radio"/> Terminate/Cancel | | |
| Board Approval | Other Board Name | City Council Approval | Contract Number |
| Tulsa Metropolitan Utility Authority | _____ | <input type="radio"/> Yes <input checked="" type="radio"/> No | 139929 |
| Department | Contact Name | Email | Phone |
| Water and Sewer | Judith Mitchell | jmittchell@cityoftulsa.org | 596-9564 |
| Vendor Name(s) | Vendor Number | Description (Subject) | |
| Carollo Engineers, Inc. | 5158 | SSWWTP Concrete Rehab & Replacement | |
| Contract Type | Contract Subtype | Bid/Project Number | Contract Amount |
| Arch and Engr Svcs | Registered Engr | ES 2026-03 | \$665,360.00 |
| Site Address | | Site Parcel No. | |

| | | |
|---|---|--------------|
| Contract Funding Type | Funding Source(s) | |
| <input type="radio"/> No Payment Involved | 2631S00005.SewerTreat.Sewer.7500.75003305.541101: | \$665,360.00 |
| <input type="radio"/> Revenue Contract | | |
| <input checked="" type="radio"/> Expense Contract | | |
| | TOTAL: | \$665,360.00 |

| | | | |
|--------------------|---|--------------|----------|
| Department: |  | Date: | 4-1-2026 |
| Legal: | M. M. J. for L.M. | Date: | 4-17-26 |
| Board: | _____ | Date: | _____ |
| Mayor: | _____ | Date: | _____ |
| Other: | _____ | Date: | _____ |

Background Information
 Submitted is Amendment No. 1 to the Agreement for Professional Engineering Services for TMUA Project No. ES 2026-03, Southside Wastewater Treatment Plant (SSWWTP) Concrete Rehabilitation & Replacement. The agreement provides engineering design and construction phase services for the Southside Wastewater Treatment Plant (SSWWTP) Concrete Rehab and Replacement project. This project consists of replacement of degraded conveyance structures and pipelines at the SSWWTP from the influent force mains discharge to the influent flume through the primary clarifiers' influent and effluent pipelines, bypass structure and pipeline, intermediate lift station influent and effluent pipelines. This agreement specifically excludes investigation, study, and design of concrete rehabilitation at the primary clarifier's structures and intermediate lift station structure. The original Agreement in the amount of \$147,500.00 and Amendment No. 1 in the amount of \$665,360.00 increases the total contract amount to \$812,860.00. PCSSC: April 1, 2026.




Summation of the Requested Action
 Recommend approval of Amendment No. 1

Other Pertinent Details
 TGP:  ATL:  NN: 

| | |
|---|--|
| Post Execution Processing | Additional Routing and Processing Details |
| <input type="checkbox"/> Mail vendor copy (add'l signature copies attached) | _____ |
| <input type="checkbox"/> Must be filed with other governmental entity | |
| <input type="checkbox"/> Add'l governmental entity approval(s) required | |

Project Expense Inquiry [City of Tulsa]

Project string

| | | |
|---|---|-------------------------------|
|  Project * | <input type="text" value="2631S00005"/> | SS WWTP Concrete Rehab & Repl |
|  Phase * | <input type="text" value="SewerTreat"/> | Sewer treatment facilities |
|  Task * | <input type="text" value="Sewer"/> | Sewer projects |
| Sub-Task * | <input type="text" value="7500"/> | TMUA Sewer Capital Projects |

| | | |
|----------------------|--|--|
| Name * | <input type="text" value="SS WWTP Concrete Rehab & Repl"/> | |
| Short Name * | <input type="text" value="SSWWTPConc"/> | |
| Status | <input type="text" value="Active"/> | |
| Projected date range | <input type="text" value="07/01/2025"/> | to <input type="text" value="06/30/2030"/> |
| Actual date range | <input type="text"/> | to <input type="text"/> |

Project String Balances

GL Accounts

| | Project Year 2026 | Project Year 2025 |
|------------------|-------------------|-------------------|
| Original Budget | 838,000.00 | .00 |
| Transfers - In | .00 | .00 |
| Transfers - Out | .00 | .00 |
| Revised Budget | 838,000.00 | .00 |
| Actual (Memo) | 115,259.80 | .00 |
| Encumbrances | 32,240.20 | .00 |
| SOY Encumbrances | .00 | .00 |
| Requisitions | .00 | .00 |
| Inception to SOY | .00 | .00 |
| Available | 690,500.00 | .00 |
| Percent Used | 17.60 | 0.00 |

**AMENDMENT NO. 1 FOR
ENGINEERING SERVICES WITH CAROLLO ENGINEERS, INC.
TMUA PROJECT NUMBER ES 2026-03**

DESCRIPTION OF WORK AND LOCATION The amendment provides engineering design and construction phase services for the Southside Wastewater Treatment Plant (SSWWTP) Concrete Rehab and Replacement project. This project consists of replacement of degraded conveyance structures and pipelines at the SSWWTP from the influent force mains discharge to the influent flume through the primary clarifiers' influent and effluent pipelines, bypass structure and pipeline, intermediate lift station influent and effluent pipelines. This amendment specifically excludes investigation, study, and design of concrete rehabilitation at the primary clarifier's structures and intermediate lift station structure.

| | |
|--|----------------|
| Total Budget | \$9,468,000.00 |
| Original Project Construction Cost | \$7,767,000.00 |
| Construction Contingency | \$863,000.00 |
| Proof-of-Concept Study Cost | \$147,500.00 |
| Special Services Allowance | \$10,000.00 |
| Amendment No. 1 Cost (Includes Special Services Allowance) | \$665,360.00 |
| Amendment No. 1 Raw Labor Cost | \$193,416.00 |
| Amendment No. 1 Subcontractor Cost | \$40,000.00 |
| Amendment No. 1 Overhead | 185.1% |
| Amendment No. 1 Profit | 10% |
| Amendment No. 1 Multiplier | 3.136 |
| Total Design Cost / Total Construction Cost | 10.34% |
| Advertising Date | 5/1/2027 |

Schedule Exhibit

- Milestones that match scope of services in Attachment B*
- Advertise Date*

Other attachments

- Insurance Certificate with correct cancellation clause, Carrier name correction and completely spelled out*
- Affidavit of Claimant*
- M/FBE-1*
- M/FBE-2*
- M/FBE-3*

Prepared By:

Consulting Engineer Joshua Muskopf, PE

Project Engineer _____

Lead Engineer _____

AMENDMENT NO. 1

TO THE

THE AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT NO. 1, to the Agreement for Professional Engineering Services (Contract No. # 139929) is made between the Tulsa Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Carollo Engineers, Inc, a corporation organized under the laws of the state of Delaware, hereinafter referred to as **ENGINEER**;

WITNESSETH

WHEREAS, **AUTHORITY** intends to perform preliminary, final design, and construction phase services for the rehabilitation and/or replacement of concrete conveyance infrastructure at the Southside Wastewater Treatment Plant (SSWWTP) from the influent lift station discharge through but excluding the primary clarifier structures to the intermediate lift station, including the intermediate lift station effluent pipeline and the emergency bypass pipeline while excluding the intermediate lift station located at the SSWWTP, hereinafter referred to as the **PROJECT**; and,

SSWWTP CONCRETE REHAB & REPLACEMENT
TMUA ES 2026-03

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated August 28, 2025, under which the **ENGINEER** was to provide professional services to rehabilitate and/or replace concrete conveyance infrastructure at the SSWWTP from the influent lift station discharge through but excluding the primary clarifier structures to the intermediate lift station, including the intermediate lift station effluent pipeline and the emergency bypass pipeline while excluding the intermediate lift station structure and components, hereinafter referred to as the **AGREEMENT**, and

WHEREAS, **AUTHORITY** requires certain additional professional services in connection with the **PROJECT**, hereinafter referred to as the **SERVICES**, thereby necessitating the amending of the **AGREEMENT**;

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

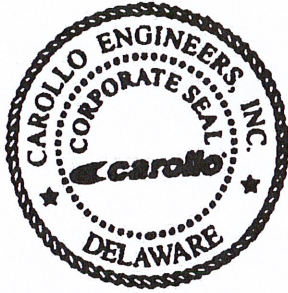
NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 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. The AUTHORITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with ATTACHMENT D, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 1.
- 5.0 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.
- 6.0 All other terms and conditions of the AGREEMENT of, August 28, 2025 as amended, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Tulsa Metropolitan Utilit



(SEAL)

Carollo Engineers, Inc. (ENGINEER)

ATTEST:

Thomas O. Crowley, P.E.

Thomas O. Crowley, Vice President

Rudy E. Kilian, Vice President

Date 03/31/2026

(SEAL)
APPROVED:

TULSA METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Tulsa Metropolitan
Utility Authority

Director of Water & Sewer

SCOPE OF PROJECT

ATTACHMENT A

A. SCOPE OF PROJECT. The PROJECT intends to perform preliminary, final design, and construction phase services for the rehabilitation and/or replacement of concrete conveyance infrastructure at the SSWWTP from the influent lift station discharge through but excluding the primary clarifier structures to the intermediate lift station, including the intermediate lift station effluent pipeline and the emergency bypass pipeline while excluding the intermediate lift station structure and components, as identified by the Water & Sewer Department:

A.1 Force mains to convey flows to primary clarifier distribution structure requiring reconfiguration for the replacement option:

- 42-inch diameter influent lift station discharge one (1)
- 36-inch diameter influent lift station discharge two (2)
- 36-inch diameter Cherry Creek Lift Station force main
- 24inch diameter 71st Street force main

A.2 Influent flume structure and downstream 60-inch diameter stainless steel pipe to be abandoned in the replacement option.

A.3 Primary clarifier distribution structure and primary clarifier influent pipes

A.4 Work on the primary clarifier structures excluded from scope of work,

A.5 Primary clarifier effluent pipes and effluent confluence structure,

A.6 Bypass structure and 72-inch diameter bypass to final clarifiers,

A.7 Intermediate lift station excluded from scope of work,

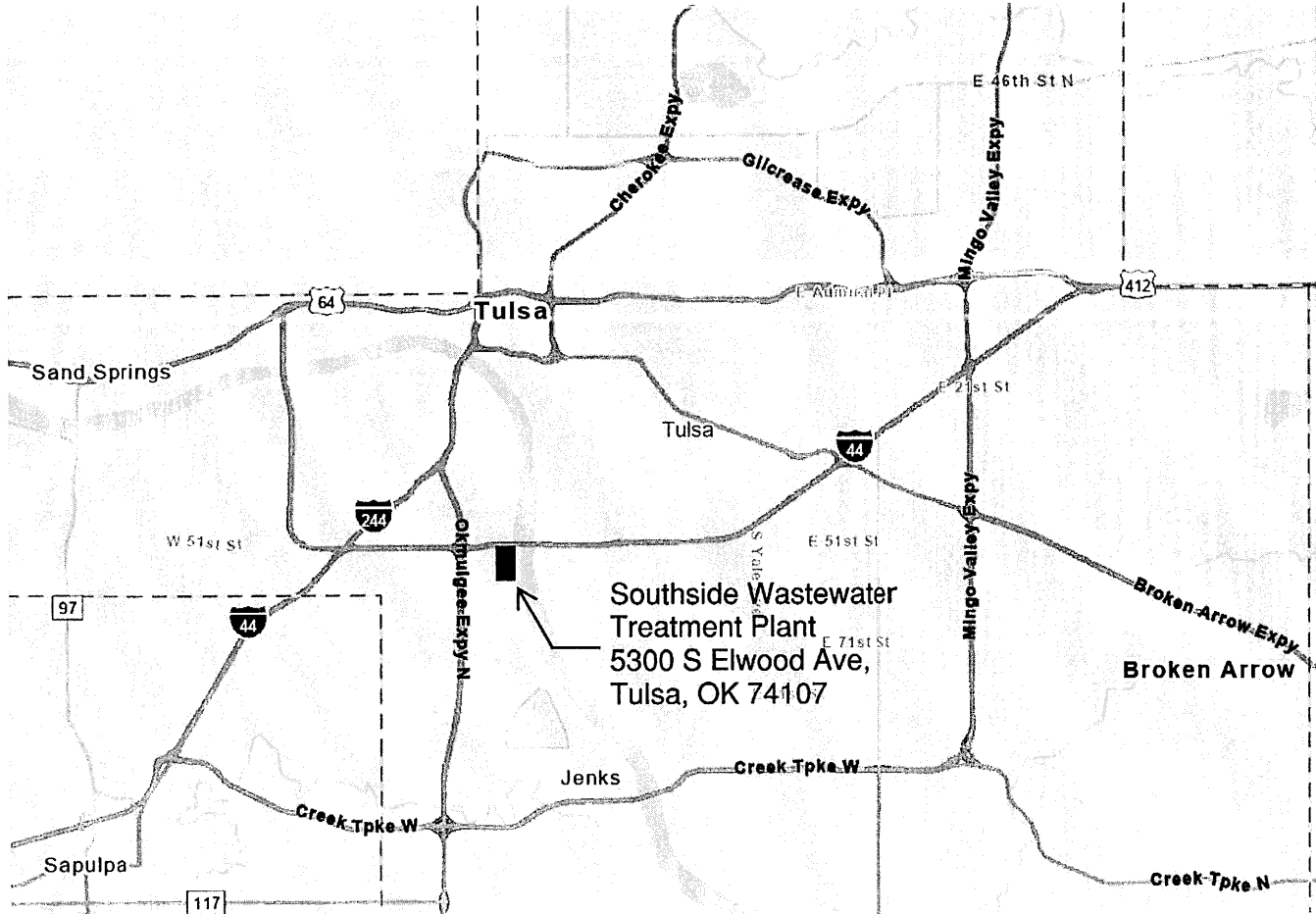
A.8 Intermediate lift station discharge pipeline between the intermediate lift station and the secondary basins,

A.9 Additional evaluation to include new tee and modified vault for the Cherry Creek force main and new valve vault for the 71st Street force main.

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 three (3) 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 Design 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., 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.
- (xiv) PROJECT Assumptions:
 - The intermediate lift station improvements will be designed as part of a separate engineering services agreement by others.
 - Average daily influent flow at the SSWWTP is 24 mgd and peak wet-weather is 84 mgd.
 - ENGINEER will use Carollo's 6-Digit, 50 division format (CSI MasterFormat) general requirements and technical specifications as well as TMUA front end documents tailored to specific needs for the project.
 - ENGINEER will develop drawings of proposed structures in SketchUp until converted to AutoCAD for the 65% deliverable.

B.1. **Phase No. 1. Preliminary Design.** Prepare a preliminary plan and cost estimate and submit the preliminary plan and electronic copies of design reports to the AUTHORITY within the approved schedule after the date specified in the Notice to Proceed. The Preliminary Design services to be performed by ENGINEER shall include, but are not limited to, the following:

B.1.1. Project Management.

B.1.1.1. Maintain a schedule for managing the project throughout the duration of the project.

B.1.1.2. ENGINEER shall prepare monthly invoices to include progress reporting of tasks completed during the invoice period and planned upcoming tasks.

B.1.1.3. ENGINEER shall complete the TMUA monthly progress report in excel format and provide an updated schedule with invoice.

B.1.1.4. Hold regular coordination meetings with other consultants performing work at the SSWWTP to ensure all project teams are communicating effectively.

B.1.1.5. Schedule monthly progress meetings with TMUA representatives. These meetings shall be in-person at milestones (30% & 65%).

- a. Prepare meeting agenda and compile meeting minutes and action item decision logs as necessary.

B.1.2. Initial contact with other City of Tulsa (COT) Departments, and other entities and agencies.

B.1.3. Soil investigations, including test borings and geotechnical report.

B.1.3.1. ENGINEER will coordinate with Subconsultant to provide geotechnical

investigation of the project site to develop the necessary design criteria for the structural development of the Primary Clarifier Distribution Structure and the necessary bedding criteria for the force mains, conveyance piping, and access road on the site. It is expected that two (2) borings will be needed on the project site.

B.1.4. Ground and aerial surveys.

B.1.4.1. 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.1.5. Preliminary Engineering Report.

B.1.5.1. Unless it is already completed under another contract, the Preliminary Engineering Report shall be prepared in accordance with Water & Sewer Department Asset Management Framework Guidance Control No. AM-AMF-931 and shall be suitable for submittal to the Oklahoma Department of Environmental Quality (ODEQ) for review. Report shall be submitted at approximately 30% design completion.

B.1.5.2. ENGINEER shall furnish six (6) bound copies of the Preliminary Engineering Report. The submittal will also include a copy of the report in PDF format.

B.1.6. Agency Coordination and Permitting

B.1.6.1. Oklahoma Department of Environmental Quality (ODEQ)

- a. ENGINEERING services and coordination support will be provided to assist with the completion of the Permit-to-Construct application process through ODEQ.
- b. Coordination with ODEQ: ENGINEER will participate in one (1) coordination meeting with the ODEQ following completion of the Preliminary Engineering Report.
- c. Permit-to-Construct Application Development: ENGINEER shall submit all required documents, review fees, and other relevant information including three (3) sets of plans and specifications for ODEQ review.

B.1.7 Primary Clarifier Distribution Structure (PCDS)

B.1.7.1 ENGINEER shall develop preliminary design of new Primary Clarifier Distribution Structure to capture flows from four (4) influent force mains and split flows to service four (4) primary clarifiers. PCDS shall provide the functionality to isolate influent force mains for service or repair while retaining functionality to convey wet-weather flows to the Cherry Creek Lift Station and Flow Equalization Basins.

- B.1.7.2 ENGINEER will develop structural calculations to determine the most cost-effective foundation system for the PCDS.
- B.1.8 ENGINEER shall furnish six (6) half-size copies of the Preliminary Design (65%) and other documents listed in B.1 at no additional cost to the AUTHORITY. The submittal will also include a copy of the plans in PDF and all related CAD files.
- B.1.9 ENGINEER shall furnish a Utility Conflict Matrix with the Preliminary Design submittal.
- B.1.10 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.

B.2 Phase No. 2. Final Design. Final design shall include the preparation of final bidding documents for the PROJECT together with all specifications and related contract documents required for the construction of the PROJECT by the AUTHORITY'S construction contractor; Final Design shall be in accordance with AUTHORITY'S Standards, detailed specifications, and approved Preliminary Design prepared in Phase No. 1, and shall be submitted to the AUTHORITY by the date specified in the approved schedule. The Final design tasks shall include the following:

B.2.1 Project Management

B.2.1.1 Maintain a schedule for managing the project throughout the duration of the project.

B.2.1.2 ENGINEER shall prepare monthly invoices to include progress reporting of tasks completed during the invoice period and planned upcoming tasks.

B.2.1.3 ENGINEER shall complete the TMUA monthly progress report in excel format and provide an updated schedule with invoices.

B.2.1.4 Hold regular coordination meetings with other consultants performing work at the SSWWTP to ensure all projects teams are communicating effectively.

B.2.1.5 Schedule monthly progress meetings with TMUA representatives. These meetings shall be in-person at milestones (90%).

- a. Prepare meeting agenda and compile meeting minutes for client review.
- b. Prepare action items/decision log as needed to facilitate timely decision making.

B.2.2 Final detailed design of process components, structures, and appurtenances.

B.2.2.1 Contract Plans shall include as a minimum:

- a. Cover Sheet
- b. Project Site Overview Map/Sheet Index
- c. Location Map

- d. Pay Quantities and Notes
- e. Construction Notes
- f. Work Item Tables (as applicable):
 - i. Summary Sheet
- g. Stormwater Management Plan Sheet
- h. Erosion Control Plan
- i. Geometric Data
- j. Survey Control Sheets (Tie to COT/ADS Permanent Benchmark as verified by COT Survey Department.)
- k. Section Corners/Lines
- l. ROW Identification of needs
- m. Topographic Survey Sheets
- n. Plan & Profile Sheets of all conveyance pipelines (Vertical scale 1" = 10' / 1"= 5', Horizontal scale shall be 1"=20')
- o. Abandonment Plan Sheets (as applicable)
- p. Structural foundation sheets including details, sections, and notes.
- q. Process and Instrumentation Diagrams
- r. Electrical power and control plans.
- s. Miscellaneous Details
- t. Reference to City of Tulsa Details on Cover

B.2.3 Civil Site Improvements

B.2.3.1 Process and yard piping improvements to accommodate new and modified facilities. Detailed connection to existing structures including the primary clarifiers, proposed structures, and to the intermediate lift station.

B.2.3.2 Primary Clarifier Effluent Confluence Structure to combine effluent flows from four (4) primary clarifiers.

B.2.3.3 Bypass Structure to be designed to accommodate connection of existing emergency bypass pipeline. The pipeline bypass shall be elevated to only convey flows during failure of intermediate lift station. Current functionality will not be altered.

B.2.3.4 Modification to site access roadway during site restoration.

B.2.4 Finalize design of the PCDS including:

- a. Completion of final design of the PCDS including connection details and flow control devices.
- b. Elevated walkway and safety railing.
- c. PCDS cover and access points.

B.2.5 Odor Control

B.2.5.1 ENGINEER shall design modifications of the existing odor control system. Reconfiguration will remove odor control from existing abandoned system components and will connect to new components such as the PCDS and Effluent Confluence Structure. Air balance will be completed by contractor.

B.2.6 Electrical and Instrumentation and Control Improvements

B.2.6.1 ENGINEER shall provide electrical and process and instrumentation control drawings and specifications illustrating the installation, testing and commissioning of instruments for purposes of reporting status of level within the influent and distribution portions of the structure.

B.2.6.1 ENGINEERS scope includes conduit and wire for loop powered devices from the existing Remote I/O (RIO) device located in the primary clarifier pump station.

B.2.6.2 ENGINEER's scope includes preparation of control narrative for Instrumentation and Control System Contractor (ICSC) to translate weir surface elevation and manual input of weir length into an estimated flow rate to primary clarifier to be reported on the existing Process Control and Instrumentation System (PCIS).

B.2.6.3 ENGINEER's electrical and instrumentation and control scope excludes the following:

- a. Site Lighting
- b. Power, control, and status reporting of any and all gates and valves associated with the structure, influent force mains, and effluent piping. It is assumed that all these elements will be manual and status will NOT be reported to PCIS.
- c. Programming PCIS to incorporate level elements and logic for reporting of flows to Primary clarifiers based on manual input of weir length by operations staff. It is assumed that all programming of the PCIS will be performed by the ICSC.

B.2.7 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. Thorough review of pay items, quantities, pay items, 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.

- B.2.8 ENGINEER shall furnish six (6) half-size copies of the Pre-Final Design (90%) 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 plans in PDF and all related CAD files.
- B.2.9 ENGINEER shall furnish One (1) full-size pre-advertisement review Check Set (95%).
- B.2.10 ENGINEER shall furnish one (1) original Final Signed, Sealed, Dated Drawing Set (100%) for AUTHORITY approval. It shall be 22" x 34" in size and 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.2.11 ENGINEER shall furnish three (3) half-size copies and three (3) copies of final bound bid books and one (1) USB 2.0 flash drive of the proposal for bidding purposes. The submittal will also include a copy of the full-size and half-size drawings and specifications in PDF file format and all related CAD files.
- B.2.7.1 ENGINEER shall furnish eight (8) half-size plan sets of Conformed Drawings that contain all addenda changes in paper and one (1) electronic copy. The submittal will also include a copy in PDF and all related CAD files.
- B.2.7.2 ENGINEER shall submit all applicable signed, completed Design Project Checklists with the final design review submittal.
- B.2.12 ENGINEER shall attend and lead pre-bid conference(s), prepare addenda, furnish ENGINEER'S estimate(s) in a format acceptable to AUTHORITY, tabulate bids and recommend award of contract(s).

B.3. Phase No. 3. General Services During Construction.

- B.3.1 Provide assistance to AUTHORITY in awarding construction contract(s).
- B.3.2 Attend and lead Pre-construction conference.
- B.3.2.1 Assist in conducting a public construction meeting to facilitate public notification.
- B.3.3 Provide surveys for horizontal and vertical control.
- B.3.3.1 It is mutually agreed that the Construction Contract shall provide that the Contractor be responsible for staking the work site based on the survey control established by the ENGINEER; Contractor shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the AUTHORITY.
- B.3.3.2 Construction Contract also shall provide that the Contractor report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary change in grades or locations.
- B.3.4. Review and approve, or take other appropriate action on, detailed construction drawings, shop drawings, and erection drawings submitted by contractors, such checking shall be only for conformance with the design concept of the PROJECT and compliance with the information given in the contract documents.
- B.3.5 Monitor construction progress, provide periodic inspection necessary to confirm contract

conformance, attend monthly progress meetings, and respond to contractor inquiries.

- B.3.6 Lead the final inspection and prepare punch list as necessary.
- B.3.7 ENGINEER agrees to provide these services for a period of time estimated to equal the time necessary for construction of the PROJECT.
- B.3.8 Prepare for the AUTHORITY a set of drawings showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor and AUTHORITY to ENGINEER. Information regarding changes made during the construction process as described in the previous sentence will be provided under the terms of the Construction Contract Documents.
 - B.3.8.1 After contractor redline drawings are provided from AUTHORITY, submit record drawing on mylar, provide a PDF copy of record drawings, and provide the native CAD file format (e.g. AutoCAD, Microstation, or equivalent) of the record drawings.

B.4 SPECIAL SERVICES

- B.4.1 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.4.2.1 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.4.2.2. 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.4.2.3. 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, forecasted 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.

EXHIBIT 2

PROJECT SCHEDULE

| Exhibit 2 - Project Schedule | | | |
|------------------------------|------|--|-----------|
| ID | Task | Task Name | Duration |
| 1 | | TMUA Approval of Amendment No. 1 | 0 edays |
| 2 | | Subcontractor Contracting | 14 edays |
| 3 | | Subcontractor Services and Data Review | 21 edays |
| 4 | | Develop Preliminary Engineering Report (PER) | 60 edays |
| 5 | | Review PER with Regulators (ODEQ) | 7 edays |
| 6 | | Client Review and In-Person Workshop | 14 edays |
| 7 | | Develop Plans for Proposed Structures and Conveyance Routing | 120 edays |
| 8 | | Prepare 65% Plan Set Deliverable in AutoCAD | 28 edays |
| 9 | | Client Review and Comment Corrections | 21 edays |
| 10 | | Prepare 90% Plan Set and Specification Submittal | 80 edays |
| 11 | | Client Review and Comment Corrections | 21 edays |
| 12 | | Submit 95% Check Set for Review | 15 edays |
| 13 | | Furnish one (1) Final Signed, Sealed, and Dated 100% Drawing Set | 15 edays |
| 14 | | Bid Phase Services | 60 edays |
| 15 | | Construction Phase Services | 500 edays |
| 16 | | Record Drawings Preparation | 30 edays |

| | |
|---|-----------------|
| Project: ES 2026-03 SSWWTP Concrete Rehab & Replacement Date: Mon 2/23/26 | Task Milestone |
|---|-----------------|

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 Consultant), 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 Three Hundred Forty Five Thousand Nine Hundred Seventy Six Dollars and Sixty Eight Cents (\$345,976.68).
- D.1.2. For the work under Phase No. 2, FINAL DESIGN, ATTACHMENT B, an amount not to exceed Two Hundred Twelve Thousand Thirty Two Dollars and Fifty Cents (\$212,032.50).
- D.1.3. For the work during the construction phase, as outlined under Phase No. 3, GENERAL SERVICES DURING CONSTRUCTION, ATTACHMENT B, and provided that the Construction Contractor completes all construction within the time for completion specified in the Construction Contract Documents, and amount not to exceed Ninety Seven Thousand Three Hundred Fifty Dollars and Eighty Two Cents (\$97,350.82).

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 **1.85%** 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 SSWWTP CONCRETE REHABILITATION AND REPLACEMENT TMUA PROJECT NUMBERS 2026-03 SUMMARY OF QUANTITIES, HOURS, AND COSTS EXHIBIT 3 - PROJECT FEE SCHEDULE ENGINEERING DESIGN & CONSTRUCTION PHASE SERVICES CITY OF TULSA, OK | | | | | | | | | | | | | | | |
|---|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|-------------|------------|------------|-----------|---|---------------------|--|
| Hourly Wage Rates | \$92.00 | \$104.00 | \$99.00 | \$75.00 | \$95.00 | \$86.00 | \$61.00 | \$98.00 | \$53.00 | \$52.00 | \$55.00 | \$38.00 | Task Hours | Direct Cost | |
| | PD | PM | SRPE | PE | SE | Sr. Mech | Mech | Senior CFD | CFD Project | EI | CAD | OT | | | |
| Preliminary Engineering Design | | | | | | | | | | | | | | | |
| Project Management | 4 | 12 | | 30 | | | | | | | | | 54 | \$4,282.00 | |
| Progress Meetings/Workshops | 4 | 16 | | 16 | 8 | | | | | | | | 60 | \$4,824.00 | |
| Develop Preliminary Engineering Report | 2 | 4 | | 16 | 8 | | | | | | | | 12 | \$5,304.00 | |
| Primary Clarifier Distribution Structure Preliminary Design | | 2 | 2 | 24 | 48 | | | | | | | | 356 | \$21,926.00 | |
| Control and Instrumentation | | 4 | 2 | 12 | 2 | | | | | | | | 64 | \$4,052.00 | |
| CFD Modeling of Structure | | 2 | | 12 | 4 | | | 14 | 64 | 8 | | | 104 | \$6,568.00 | |
| Conveyance Design and Hydraulics | | 4 | 4 | 12 | 12 | | | | | | | | 400 | \$22,828.00 | |
| Odor Control Modifications | | 2 | 2 | 20 | 8 | 24 | 40 | | | | | | 172 | \$11,254.00 | |
| Specifications | 2 | 2 | 4 | 12 | 8 | 8 | 12 | | | | | | 96 | \$6,364.00 | |
| Prepare Engineer's Opinion of Probable Cost | 4 | 8 | 4 | 4 | | 4 | 8 | 2 | 8 | 32 | | | 4 | \$5,164.00 | |
| Preliminary Design QA/QC | 2 | 4 | 20 | 8 | | | | | | | | | 34 | \$3,180.00 | |
| Subtotal Preliminary Engineering Design | 18 | 60 | 38 | 166 | 98 | 36 | 60 | 16 | 72 | 380 | 544 | 16 | 1504 | \$95,846.00 | |
| Final Engineering Design | | | | | | | | | | | | | | | |
| Project Management | 4 | 8 | | 24 | | | | | | | | | 44 | \$3,416.00 | |
| Progress Meetings/Workshops | 4 | 16 | | 16 | 4 | | | | | | | | 8 | \$4,748.00 | |
| Agency Coordination | 2 | 4 | | 8 | | | | | | | | | 26 | \$1,840.00 | |
| 90% Drawings | | 4 | 4 | 12 | 20 | 16 | 20 | 4 | 12 | 80 | 180 | | 352 | \$21,296.00 | |
| Final Specifications | 2 | 4 | 4 | 24 | 32 | 8 | 24 | 6 | 24 | 80 | | | 16 | \$24,816.00 | |
| 95% Documents Preparation | 2 | 6 | 4 | 12 | 4 | 12 | 16 | 4 | 24 | 8 | 90 | | 182 | \$11,522.00 | |
| Prepare Engineer's Opinion of Probable Cost | 4 | 6 | 2 | 16 | | 2 | 8 | | | 16 | | | 4 | \$4,034.00 | |
| Bid Documents | 2 | 4 | 8 | 8 | | | | | | 12 | 48 | | 82 | \$5,256.00 | |
| Subtotal Final Engineering Design | 18 | 50 | 22 | 120 | 60 | 38 | 68 | 14 | 60 | 236 | 318 | 28 | 1032 | \$66,528.00 | |
| Engineering Services During Construction | | | | | | | | | | | | | | | |
| Project Management | 4 | 16 | | 24 | | | | | | | | | 60 | \$4,664.00 | |
| Progress Reports/Meetings | 4 | 24 | 8 | 36 | 8 | | 4 | | 8 | 40 | | | 132 | \$9,864.00 | |
| Submittals and RFIs | 4 | 16 | 8 | 48 | 8 | | 8 | | 8 | 60 | | | 12 | \$11,672.00 | |
| Record Drawings | | 4 | | 4 | 2 | | | | | 8 | 64 | | 82 | \$4,842.00 | |
| Subtotal Engineering Services During Construction | 12 | 60 | 16 | 112 | 18 | 0 | 12 | 0 | 16 | 124 | 64 | 12 | 446 | \$31,042.00 | |
| Sub-Consultants | | | | | | | | | | | | | | | |
| Sidewinder Utility Locators (Safety Potholing for Geotech Boring & Topo Survey Utility Locate Assistance) | | | | | | | | | | | | | | \$16,500.00 | |
| Geotechnical Investigations (Terracon - 2 bores) | | | | | | | | | | | | | | \$17,500.00 | |
| Topographical Survey (Native Plains) | | | | | | | | | | | | | | \$6,000.00 | |
| Reimbursable Expenses | | | | | | | | | | | | | | | |
| Plotting, Copying, Shipping | | | | | | | | | | | | | | \$6,788.08 | |
| | | | | | | | | | | | | | Subtotal Sub-Consultants: | \$40,000.00 | |
| | | | | | | | | | | | | | Sub-Consultant Overhead (5%): | \$2,000.00 | |
| | | | | | | | | | | | | | Subtotal Reimbursable Expenses: | \$6,788.08 | |
| | | | | | | | | | | | | | Subtotal Labor & Overhead (2.851): | \$551,429.02 | |
| | | | | | | | | | | | | | Project Subtotal: | \$600,217.10 | |
| | | | | | | | | | | | | | Profit on Labor (10%): | \$55,142.90 | |
| | | | | | | | | | | | | | Special Services Allowance | \$10,000.00 | |
| | | | | | | | | | | | | | TOTAL AMENDMENT NO. 1: | \$665,360.00 | |

EXHIBIT 3 CONTINUED

PROJECT FEE SCHEDULE

PROFESSIONAL ENGINEERING SERVICES
SSWWTP CONCRETE REHABILITATION AND REPLACEMENT
TMUA PROJECT NUMBER ES 2026-03

SUMMARY OF QUANTITIES, HOURS AND COSTS
EXHIBIT 3 - PROJECT FEE SCHEDULE (continued)

ENGINEERING DESIGN & CONSTRUCTION PHASE SERVICES
CITY OF TULSA, OK

Amendment No. 1

| | | |
|--|--|---------------------|
| | Subtotal Labor: | \$193,416.00 |
| | Subtotal Labor Overhead (172%): | \$358,013.02 |
| | Subtotal Sub-Consultants: | \$40,000.00 |
| | Sub-Consultants Overhead* (5%): | \$2,000.00 |
| | Subtotal Reimbursable Expenses: | \$6,788.08 |
| | Project Subtotal: | \$600,217.10 |
| | Profit (10%): | \$55,142.90 |
| | Special Services Allowance: | \$10,000.00 |
| | Total Amendment No. 1: | \$665,360.00 |



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 Rudy Kilian, Vice President, are authorized to execute agreements for the usual and customary engineering business of the company.

Dated: March 29, 2026

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

Kristi J. Powers
Corporate Secretary & General Counsel

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, PE

Company: Carollo Engineers Inc.

Title: Vice President

Subscribed and sworn to before me this 30th day of March, 2021.

Elizabeth Pale
Notary Public

My Commission Expires: 9-3-29

Notary Commission Number: 25010450



INTEREST AFFIDAVIT

STATE OF Oklahoma

COUNTY OF Oklahoma ss.

I, Tom 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 30th day of March, 2026

Elizabeth Paalen
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.

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

STATE OF (Oklahoma)

COUNTY OF (Oklahoma)^{ss.}

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

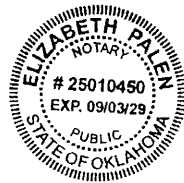
1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining 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 30th day of March, 2026

Elizabeth Paley
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.



CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY)

3/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

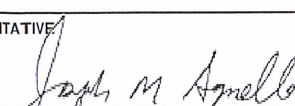
| | | |
|---|--|---------------|
| PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com | CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601 | INSURER A : Zurich American Insurance Company 16535 | |
| | INSURER B : Allied World Surplus Lines Insurance Company 24319 | |
| | INSURER C : _____ | |
| | INSURER D : _____ | |
| | INSURER E : _____ | |
| | INSURER F : _____ | |

COVERAGES **CERTIFICATE NUMBER:** 22115860 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | N | N | GLO 9730569 | 7/4/2025 | 7/4/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | BAP 9730571 | 7/4/2025 | 7/4/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 2,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC 9730570 | 7/4/2025 | 7/4/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | PROFESSIONAL LIABILITY FULL PRIOR ACTS | N | N | 0313-9010 | 7/4/2025 | 7/4/2026 | EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
SSWWTP Concrete Rehab & Replacement, TMUA ES 2026-03. Workers' compensation insurance policy covers Oklahoma.

| | |
|---|---|
| CERTIFICATE HOLDER 22115860 Tulsa Metropolitan Utility Authority 175 E. 2nd Street Tulsa OK 74103 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

Summary and Detailed Consolidated
Statement of Standard Overhead Rate
and Report of Independent Certified
Public Accountants

Carollo Engineers, Inc. and Subsidiaries

December 31, 2024

Contents

| | Page |
|---|-------------|
| Report of Independent Certified Public Accountants | 3 |
| Summary consolidated statement of standard overhead rate | 5 |
| Detailed consolidated statement of standard overhead rate | 6 |

GRANT THORNTON LLP

2555 E. Camelback Rd., Suite 500
Phoenix, AZ 85016

D +1 602 474 3400

F +1 602 474 3421

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors

Carollo Engineers, Inc. and Subsidiaries

Opinion

We have audited the Summary and Detailed Consolidated Statement of Standard Overhead Rate (the "Consolidated Statement") of Carollo Engineers, Inc. and Subsidiaries (the "Company"), for the year ended December 31, 2024.

In our opinion, the accompanying Consolidated Statement presents fairly, in all material respects, the consolidated standard overhead rate of the Company for the year ended December 31, 2024, in accordance with the financial reporting provisions of contractual requirements.

Basis for opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of matter – basis of accounting

We draw attention to the Consolidated Statement, which describes that the calculation of the consolidated standard overhead rate was prepared on the basis of the financial reporting provisions of contractual requirements, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of various contracts. As a result, the Consolidated Statement may not be suitable for another purpose. Our opinion is not modified with respect to this matter.

Responsibilities of management for the Consolidated Statement

Management is responsible for the preparation and fair presentation of the Consolidated Statement in accordance with the financial reporting provisions of various contracts. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Consolidated Statement that is free from material misstatement, whether due to fraud or error.

In preparing the Consolidated Statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the Consolidated Statement is issued or available to be issued.

Auditor's responsibilities for the audit of the Consolidated Statement

Our objectives are to obtain reasonable assurance about whether the Consolidated Statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Consolidated Statement.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the Consolidated Statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts in Consolidated Statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Consolidated Statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Restriction on use

Our report is intended solely for the information and use of the Company and government agencies, or other customers related to contracts employing the financial reporting provisions of contractual requirements. This report should not be used for any other purpose.

Grant Thornton LLP

Phoenix, Arizona
June 19, 2025

Carollo Engineers, Inc. and Subsidiaries

SUMMARY CONSOLIDATED STATEMENT OF STANDARD OVERHEAD RATE

Year Ended December 31, 2024

Consolidated Standard Overhead Rate 185.10%

The consolidated standard overhead rate above (the "Calculation") is calculated by dividing indirect expenses for Carollo Engineers, Inc. and Subsidiaries (the "Company") by direct labor.

The Calculation includes the expenses of the Company and its two wholly-owned subsidiaries (Carollo Engineers Holdings, Inc. and Carollo Constructors, LLC). Carollo Engineers Holdings, Inc., is a holding Company for Carollo Engineers Canada, Ltd., and Carollo Engineers USVI, LLC. Carollo Constructors, LLC, operations consist of design build contracts in the water and wastewater industry. All intercompany transactions have been eliminated in consolidation.

The Calculation was prepared on the basis of the financial reporting provisions of contractual requirements, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the financial reporting provisions of various contracts. Accordingly, the Calculation is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

Carollo Engineers, Inc. and Subsidiaries

DETAILED CONSOLIDATED STATEMENT OF STANDARD OVERHEAD RATE

Year Ended December 31, 2024

| <u>Description</u> | <u>Total Costs</u> | <u>% Direct Labor</u> |
|---|------------------------|-----------------------|
| DIRECT LABOR | <u>\$ 112,637,960</u> | |
| INDIRECT EXPENSES | | |
| Fringe benefits | <u>82,820,835</u> | <u>73.53%</u> |
| Indirect labor | 54,011,311 | 47.95% |
| Travel | 8,303,678 | 7.37% |
| Professional fees, dues and subscriptions | 11,100,363 | 9.85% |
| Automobile | 386,273 | 0.34% |
| Insurance | 2,892,620 | 2.57% |
| Rent | 12,422,425 | 11.03% |
| Repairs and maintenance | 11,008,470 | 9.77% |
| Supplies, postage and reproduction | 3,040,619 | 2.70% |
| Depreciation and gain on disposal of assets | 3,693,590 | 3.28% |
| Telephone and communications | 1,020,979 | 0.91% |
| Interest | 4,172,320 | 3.70% |
| Other | <u>13,616,654</u> | <u>12.09%</u> |
| Total indirect expenses | <u>\$ 208,490,137</u> | <u>185.10%</u> |