

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Plummer Associates, Inc.**  
**And**  
**THE CITY OF MIDWEST CITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and (Plummer Associates, Inc.), (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **City** is in need of the following professional services potable waterline design, sanitary sewer line design and sanitary sewer lift station design for a new industrial customer; and

**WHEREAS**, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

**WHEREAS**, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

**WHEREAS**, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

**WHEREAS**, **Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

**1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED**

Subject to the terms and conditions of this **Agreement**, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products,

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solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

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c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

**2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**, which will not be unreasonably withheld.

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C. **Service Provider** shall comply with applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

**3. PAYMENT PROCEDURES**

- A. Invoices: Service Provider shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to City on a monthly basis. Invoices are due and payable within 60 days of receipt. If City fails to make any payment due Service Provider for Services, Additional Services, and expenses within 60 days after receipt of Service Provider's invoice, then (1) the amounts due Service Provider will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Service Provider may, after giving seven days written notice to City, suspend Services under this Agreement until Service Provider has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. City waives any and all claims against Service Provider for any such suspension.
- B. Payment: As compensation for Service Provider providing or furnishing Services and Additional Services, City shall pay Service Provider as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If City disputes an invoice, either as to amount or entitlement, then City shall promptly advise Service Provider in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Additional Services: City shall pay Service Provider an amount equal to the cumulative hours charged in providing the Additional Services by each class of

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Service Provider's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Service Provider's consultants' charges, if any. Service Provider's standard hourly rates are attached as Exhibit B.

- D. The City shall pay the **Service Provider** the compensation as specified in **Attachment "B" ("Schedule of Fees / Rate Card")**.
- E. The City and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **City** are

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not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

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terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice

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to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

**6. STANDARD OF CARE**

A. **Service Provider** will meet the standard of care for all professional services performed or furnished under this **Agreement**, **meaning they** shall be performed consistent with generally prevailing professional standards and expertise practicing under similar circumstances at the same time and in the same locality. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same



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standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

**7. INSURANCE**

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, as set forth below. Service Provider shall cause City to be listed as an additional insured on any applicable general liability insurance policy carried by Service Provider.

1. Workers' Compensation Employer's Liability: .....Statutory
2. Employer's Liability:
  - a. Bodily Injury: Each Accident: ..... \$1,000,000
  - b. Bodily Injury: By Disease, Each Employee..... \$1,000,000
  - c. Bodily Injury: By Disease, Aggregate ..... \$1,000,000
3. General Liability:
  - a. Each Occurrence (Bodily Injury and Property Damage): ..... \$1,000,000

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- b. General Aggregate:..... \$2,000,000
- 4. Excess or Umbrella Liability:
  - a. Each Occurrence (Bodily Injury and Property Damage):..... \$5,000,000
  - b. General Aggregate:..... \$5,000,000
- 5. Automobile Liability - Bodily Injury:
  - a. Combined Single Limit – Per Accident ..... \$1,000,000
- 6. Professional Liability:
  - a. Each Claim Made ..... \$3,000,000
  - b. Annual Aggregate ..... \$3,000,000
- 7. Additional Insureds:
  - a. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:
    - Plummer Associates, Inc.

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    - Engineer
    - CEC Corporation

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    - Engineer’s Consultant
    - Cojeen Archaeological Services

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    - Engineer’s Consultant

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    - Envirotech Engineering & Consulting

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    - [other]
  - b. During the term of this Agreement the Service Provider shall notify City of any other Consultant to be listed as an additional insured on City’s general liability policies of insurance.
  - c. The City shall be listed on Service Provider’s general liability policy.
- A. A certificate of insurance evidencing the coverage required herein shall be provided

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to the **City** within five (5) days of the execution of this **Agreement**.

B. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

C. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

D. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

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**8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

**9. BONDS**

Not Used.

**10. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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**11. NOTICES**

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Alan Swartz, PE  
Plummer Associates, Inc.  
531 Couch Drive, Suite #200  
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**12. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

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**13. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**14. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**15. PERIOD OF SERVICE**

For the purposes of this **Agreement**, if no specific time period is indicated, **Service Provider** shall complete its Services within a reasonable period of time. If, through no fault of the **Service Provider**, such periods of time or dates are changed, or the orderly and continuous progress of **Service Providers** Services is impaired, or **Service Provider's** Services are delayed or suspended, then the time for completion of **Service Provider's** Services, and the rates and amounts of **Engineer's** compensation, shall be adjusted equitably.

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**16. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**17. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**18. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

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**19. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

20. **DISPUTE RESOLUTION** City and Service Provider shall resolve all disputes in the following manner:

1. City and Service Provider agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
2. City and Service Provider agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. City and Service Provider agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
3. If the parties fail to resolve a Dispute through negotiations under Paragraph 20.1 or mediation under Paragraph 20.2, then the parties may exercise their rights at law.

**20. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.



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**21. VALIDITY**

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

**23. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a amendment.

**24. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

**Service Provider:**

Plummer Associates, Inc.

By:

Cletus R Martin

Name:

CLETUS R. MARTIN

Title:

PRINCIPAL

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**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Plummer Associates, Inc.**  
**And**  
**THE CITY OF MIDWEST CITY**

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
26 day of July, 2022.

**THE CITY OF MIDWEST CITY**

Pat Byrne  
MAYOR, Acting: Pat Byrne

Sara Hancock  
SARA HANCOCK, CITY CLERK



**REVIEWED** for form and legality.

Donald D. Maisch  
DONALD D. MAISCH, CITY ATTORNEY

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**OPERATION OSCAR – PRELIMINARY DESIGN, DETAILED DESIGN, BID PHASE  
AND CONSTRUCTION PHASE SERVICES**

**I. BACKGROUND**

The City of Midwest City, herein referenced as OWNER, requests and authorizes Plummer Associates, Inc. (ENGINEER) to perform BASIC ENGINEERING SERVICES for Operation Oscar identified below.

This project includes the design of approximately 4,000 linear feet of a primary waterline (assumed to be approximately 12-inches in diameter) and 6,000 linear feet of a secondary waterline (assumed to be approximately 8-inches in diameter) from the OWNER's existing water system to an industrial water meter vault located on the Centrillum Proteins Site. The project also includes the design of a sanitary sewer lift station, sanitary sewer meter vault, and force main to convey the sanitary sewer flows from Centrillum Proteins to the OWNER's Water Resource Reclamation Facility (WRRF). The project also includes minor piping modifications necessary to supply the potable water system at the OWNER's WRRF utilizing the OWNER's water system and removing the connection to the City of Oklahoma City's water system.

The PROJECT will generally consist of Project Management and Coordination, Preliminary Engineering Report (30% Design), Detailed Design, Bid Phase Services and Construction Phase Services.

**II. BASIC SERVICES**

Basic Services provided by the ENGINEER shall generally be covered under the following activities:

- a. Activity A – Project Management
- b. Activity B – Project Coordination
- c. Activity C – Data Review
- d. Activity D – Engineering Memo and Alignment Study (30% Design)
- e. Activity E – Data Collection
- f. Activity F – Detailed Design
- g. Activity G – Bid Phase Services
- h. Activity H – Construction Phase Services.

Specific tasks for each activity are identified in the following sections.

**ACTIVITY A – PROJECT MANAGEMENT**

**Task A.1 – Project Management**

Provide project management for the above activities A-H. Project management shall include maintaining communication and coordination with OWNER; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings and schedule updates; management of subconsultants; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. ENGINEER will coordinate design efforts on project tasks identified below.
- b. ENGINEER will prepare a common monthly invoice for all services.
- c. Deliverables
  - Monthly Invoices

### **Task A.2 – Kickoff Meeting and Meeting Preparation**

ENGINEER will prepare for and participate in one Project kick-off meeting for the PROJECT. At the kick-off meeting ENGINEER will confirm with the OWNER the scope of work, deliverables, schedule and administrative protocols.

- a. The purpose of the kickoff meeting will be to:
  - Develop communication procedures
  - Review the work to be completed and discuss OWNER preferences of design, pump and valve type.
  - Review the project schedule, including identifying critical path tasks
  - Advise OWNER as to the necessity of OWNER providing or obtaining data or services from others.
  - Develop an Information Request Log and Action Item Log documenting meeting outcomes and OWNER requests.
- b. ENGINEER will prepare and distribute to the OWNER draft meeting notes for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER's and the ENGINEER's team in pdf format for record purposes.
- c. Deliverables:
  - Draft and Final Meeting Notes
  - Project Management Plan
  - Baseline Evaluation Schedule of Activities and Tasks

### **Task A.3 – Progress Meetings**

ENGINEER will coordinate, prepare for, and conduct progress meetings to review progress with the OWNER and stakeholders. Meetings shall take place at the OWNER's office in Midwest City. Two (2) progress meetings are assumed based on the preliminary schedule. These meetings shall be in addition to the quality control meetings which will be held at the 30% and 80% milestones, the Kickoff Meeting and any meetings during the construction phase. Additional progress meetings shall be provided as an ADDITIONAL SERVICE.

- a. ENGINEER will prepare for and moderate each meeting.
- b. ENGINEER will prepare and distribute draft meeting notes to the OWNER for review. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER and any sub-consultants in pdf format for record purposes.
- c. Deliverables:
  - Agendas
  - Draft and Final Meeting Notes

### **ACTIVITY B – PROJECT COORDINATION**

ENGINEER shall coordinate with the public utilities, private utilities, and stakeholders along the proposed waterline alignments, force main alignment and at lift station site.

#### **Task B.1 – Utility Coordination**

- a. ENGINEER shall coordinate with public and private utilities encountered along the PROJECT. The ENGINEER will coordinate and acquire permits required to cross existing utilities and easements as needed to construct the PROJECT. ENGINEER shall provide utilities with relevant project information to facilitate any design work necessary for relocation of existing utilities within the PROJECT area.
- b. ENGINEER will coordinate with the Electrical Utility to determine the size and access requirements for the new electrical service including redundancy options, available voltages, and service cost information. One (1) onsite coordination meeting with the Electrical Utility is included. Additional coordination meetings shall be an ADDITIONAL SERVICE.

- c. Deliverables:
  - Draft and Final Meeting Notes from Utility Coordination Meetings
  - Utility Crossing Permits (as needed)

### **ACTIVITY C – DATA REVIEW**

#### **Task C.1 – Review and Verification of Existing Data**

The OWNER shall provide the following information to the ENGINEER for review: existing Geographic Information Systems (GIS) information; existing geotechnical documents; existing environmental documents; record drawings from previous projects associated with the PROJECT; survey information; and utility information.

- a. ENGINEER will review the existing GIS information, record drawings, environmental documents, collection system master plans, hydraulic models, and any other information provided by the OWNER.

### **ACTIVITY D – ENGINEERING MEMO AND ALIGNMENT STUDY (30% DESIGN)**

#### **Task D.1 – Archaeological Services**

Based on conversations with the State Archaeologist Office, there is a high probability for Plains Village prehistoric sites and historic farmstead(s) on or within the boundaries of the project site. There is also a National Register archaeological site within the PROJECT boundaries. The scope below includes background research on the PROJECT area as well as a field study and report based on an approximate 23-acre area for the project.

- a. ENGINEER will review of the proposed project corridor for compliance with the Oklahoma Antiquities Law and Section 106 of the National Historic Preservation Act.
- b. ENGINEER will conduct the necessary field research based on the background information and prepare a report detailing the project location, physical features, identifying previously recorded surveys and newly recorded sites in the general location of the project area.
- c. ENGINEER will coordinate review of the report with the Oklahoma State Historic Officer to discern if further studies are required.

#### **Task D.2 – Potable Primary and Secondary Waterline Alignment Evaluation**

The ENGINEER will meet with the OWNER and develop the primary and secondary waterline alignments. Alignments will be based on GIS data, record drawings, aerial imagery, parcel information, available topographic data, land use, archaeological data, utility atlas maps, and other publicly available data.

- a. Include design details for a common meter vault for the waterlines to connect to and convey potable water through the meter to the Centrillum Proteins Facility.
- b. Include design details for necessary backflow prevention devices.
- c. For each of the alignments, if necessary, identify potential easement access locations.
- d. Perform a desktop review including USGS topographic maps, National Wetland Inventory maps, National Hydrography Data (NHD) set, soil survey maps and available aerial imagery to identify potential environmental issues associated with the pipeline alignment alternatives.
- e. Section 404 of the Clean Water Act Permit coordination including threatened and endangered species review and cultural resources review.
- f. Evaluate ROW needs for the proposed alignments and develop GIS based figures illustrating the ROW requirements including permanent and temporary easements.
- g. Prepare AACE Class IV level cost estimate for alignment.

### **Task D.3 – Lift Station Location and Force Main Alignment Evaluation**

The ENGINEER will meet with the OWNER and develop the lift station location and alignment recommendation. Alignment will be based on GIS data, record drawings, aerial imagery, parcel information, available topographic data, land use, other publicly available data.

- a. Include design details for a meter vault for metering of the wastewater flows. It is assumed that the meter vault will be located adjacent to the lift station.
- b. Identify potential easement access locations for the alignment, if necessary.
- c. Perform a desktop review including USGS topographic maps, National Wetland Inventory maps, National Hydrography Data (NHD) set, soil survey maps and available aerial imagery to identify potential environmental issues associated with the pipeline alignment alternatives.
- d. Section 404 of the Clean Water Act Permit coordination including threatened and endangered species review and cultural resources.
- e. Evaluate ROW needs for the proposed alignments and develop GIS based figures illustrating the ROW requirements including permanent and temporary easements.
- f. Prepare AACE Class IV level cost estimate for alignment.

### **Task D.4 – Pumping System Evaluation**

- a. ENGINEER will meet with OWNER and Stakeholders to develop anticipated wastewater flow rates, storage volumes and pumping volumes for wet well sizing.
- b. ENGINEER will work with the OWNER to evaluate pumping alternatives based on the OWNER's developed lift station layout details. Depending on the size and number of pumps, the evaluation will include the use of VFD's and/or soft starts.
- c. Develop preliminary lift station site drawings showing the potential site locations as well as effluent pipe routing. The drawings shall be GIS based. The influent pipe shall be extended to a point approximately 15 feet outside the perimeter of the sanitary sewer meter vault and capped. It is assumed that the meter vault will be directly adjacent to the lift station.

### **Task D.5 – Hydraulic Modeling and Coordination**

- a. Any hydraulic modeling for the project will be performed by another consultant and is not considered part of this project. Additional hydraulic modeling may be performed as an ADDITIONAL SERVICE.
- b. ENGINEER shall coordinate the necessary background information and obtain any hydraulic modeling results with the OWNER and hydraulic modeling consultant.

### **Task D.6 – Preliminary Engineering Memo**

- a. The ENGINEER will prepare a Draft Engineering Memo for the PROJECT. The Memo shall include a summary of the primary and secondary waterline alignment; summary of the lift station location and the force main alignment; hydraulic calculations and system sizing for the lift station; lift station dimensions, pump and valve layouts; utility coordination; Preliminary ROW needs; AACE Class IV level opinion of probable construction costs; and conclusions and recommendations for detailed design.
- b. The ENGINEER will prepare one (1) pdf electronic copy of the draft Engineering Memo. Present the draft to the OWNER for comments. The ENGINEER will meet with the OWNER to discuss any comments on the memo. Comments will be tracked and incorporated into the Final Engineering Memo.
- c. Deliverables:
  - Preliminary Engineering Memo



## **ACTIVITY E – DATA COLLECTION**

Data Collection will not begin until the ENGINEER has received an approved alignment from the OWNER.

### **Task E.1 – Topographic Survey and Legal Descriptions**

- a. Establish a minimum of two (2) control points for horizontal and vertical purposes in which 1 control point is derived from an OPUS solution of a GPS static session.
- b. Perform a profile survey of proposed alignments
- c. Topographic Data:
  - ENGINEER will pull topographic/LiDAR data from 3Dep
  - Check topo accuracies with profiled alignments
- d. Utilities: "OKIE811" will be contacted at least 72 hours prior to survey and the locations as marked will be obtained.
  - ENGINEER will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to ENGINEER by the Utility Owner.
  - Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- e. Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- f. Document Research
  - Research deeds, plats, and other documents from County Clerk's and Assessor office / websites or through an abstractor/title company
- g. Boundary Control Research
  - Research section lines and/or platted monuments to be able to sufficiently plot plats and any un-platted deeded properties
- h. Plot properties, right-of-way, and easements (if applicable) along alignments
- i. Easement Exhibit Preparation
  - Prepare legal descriptions and easement exhibits for the anticipated three (3) parcels that will require it.
  - All easement boundaries will be provided in Civil 3D or AutoCAD Format referenced to the profile alignments completed by the ENGINEER
- j. Deliverables
  - Civil 3D File and AutoCAD file of the above items
  - Easement Exhibits in PDF

### **Task E.2 – Geotechnical Engineering**

- a. Geotechnical investigation will occur on parcels where ROE has been obtained at the selected sites. OWNER will be responsible for ROE. Soil borings will be advanced in selected locations based on an approved alignment from the OWNER, pre-existing geotechnical data and other factors. Samples will be acquired, and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:
  - Standard Proctor
  - Unified Soil Classification
  - Dry Bulk Density
  - Moisture Content
  - Cohesion/Internal Soil Friction Angle

- Unified Soils Classifications
- b. The geotechnical budget allowance is based on eight (8) soil borings up to 50 feet total depth (TD) each. The borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor. Additional borings may be performed as an ADDITIONAL SERVICE.
- c. Deliverables:
  - Certified Laboratory Report Copies
  - Draft Geotechnical Report
  - Final Geotechnical Report

### **Task E.3 –Subsurface Utility Engineering**

- a. Perform up to five (5) Level A SUE test holes as directed by the ENGINEER, to locate the existing utilities. Upon completion of each hole, complete and furnish the test hole data form including the GPS located Northing, Easting and elevation of the utility. Two pictures will be taken, one of the utility and one of the test hole board showing the depth. Additional test holes will be an ADDITIONAL SERVICE.
- b. Crossing utilities on the OWNER's Water Resource Reclamation Facility will be located by the OWNER's staff or record drawings will be relied upon for detailed design.
- c. Deliverables:
  - Test Hole Data for the Crossing Utilities

### **ACTIVITY F – DETAILED DESIGN**

Following the development of the recommended alignments and lift station location in the Engineering Memo, the survey and geotechnical tasks will be given Notice to Proceed and detailed design services shall be provided for the PROJECT as follows:

#### **Task F.1 – 80% Design of the Primary and Secondary Waterlines, Lift Station, Meters and Force Main**

- a. Prepare 80% detailed plans, specifications, and contract documents for:
  - The design of approximately 4,000 linear feet of a 12-inch potable primary waterline and 6,000 linear feet of an 8-inch potable secondary waterline including the trenchless crossings of Crutcho Creek. The primary and secondary waterlines will connect to the OWNER's existing water distribution system as shown in the Engineering Memo and terminate at a common meter vault. The design will also include any applicable backflow prevention vaults that are required to isolate the potable water supply from the OWNER's potable distribution system. The design will consist of plan and profile sheets at a 1-inch equals 40-foot scale unless deemed otherwise necessary by the ENGINEER to show greater detail. The alignment shall be based on the alignment detailed in the Engineering Memo. The design will include the necessary connection details.
  - The design of a new submersible lift station (lift station sizing will be verified under B.1). The design will consist of structural, mechanical, electrical, communications, instrumentation, and controls. The design will be based on variable frequency driven pumps, with the electrical and instrumentation equipment placed in a precast concrete electrical building. The control system will utilize Allen-Bradley PLC with communication to the WWTP via a cellular router. The WWTP Factorytalk system will be modified to allow monitoring and alarm of the lift station. The electrical distribution system will include a natural gas generator to provide standby power in the event of loss of utility power. Coordination with the power and natural gas companies will be performed to coordinate service to the site.
  - The design of approximately 1,500 linear feet of discharge force main including the trenchless crossing of Crutcho Creek and connection to the existing WRRF headworks. The design will consist of plan and profile sheets at a 1-inch equals 40-foot scale unless deemed otherwise necessary by the ENGINEER to show greater detail. The alignment shall be based on the

alignment detailed in the Engineering Memo. The design will include the necessary connection details.

- The ENGINEER will coordinate with the OWNER to develop an efficient means of connecting the existing WRRF potable water system to the secondary potable waterline detailed above. Hydraulic modeling of the required fire flows, available water supply, anticipated pressures and flows will be an ADDITIONAL SERVICE.
  - Coordination with regulatory agencies
- b. The ENGINEER will consult with the OWNER, public utilities, private utilities, the county and other facilities that have an impact or influence on the project. The ENGINEER will coordinate and acquire permits required to cross existing utilities and easements as needed to construct the PROJECT. Permits may include, but are not limited to the following:
- Private Utility Permits
  - City of Midwest City Floodplain Development Permit (if applicable)
- c. The ENGINEER will utilize OWNER furnished Bidding and Contract Forms.
- d. ENGINEER will furnish PDF copies of the 80% Plans, Specifications and an AACE Class 2 Opinion of Probable Construction Cost (OPCC) to the OWNER approximately 14 days prior to the Quality Control meeting. ENGINEER shall provide a written record of OWNER comments and the ENGINEER's responses for the Quality Control Meeting.
- e. Deliverables:
- 80% Plans, Specifications and Contract Documents
  - 80% AACE Class 2 OPCC
  - 80% Quality Control Comment Log

#### **Task F.2 – Final Design of the Primary and Secondary Waterlines, Lift Station and Force Main**

- a. Incorporate 80% OWNER design comments into the Plans, Specifications and OPCC. ENGINEER will seal and sign the documents and prepare them for submission to the ODEQ for a construction permit.
- b. Prepare AACE Class I OPCC for the Project.

#### **Task F.3 – ODEQ Permit to Construct**

- a. ENGINEER shall complete and submit the Permit to Construct Request as required by the ODEQ.
- b. ENGINEER will incorporate ODEQ comments and furnish sealed Contract Documents for bid.
- c. Deliverables:
- ODEQ Permit to Construct
  - Final Contract Documents for Bid

#### **ACTIVITY G – BID PHASE SERVICES**

##### **Task G.1 – Pre-Bid Activities**

- a. Provide a Notice to Bidders to the OWNER for publication. The cost of publication will be paid by the OWNER.
- b. Respond to questions related to the distribution of documents, construction contract provisions, and bidding requirements and technical questions regarding the PROJECT.
- c. Prepare, print, and distribute addenda addressing deletions, modifications, or interpretations of the Contract Documents;
- d. Coordinate, attend and administer one pre-bid conference for the PROJECT.
- e. Bid Documents shall be posted CivCast for download by interested parties.

### **Task G.2 – Post-Bid Activities**

- a. Assist the OWNER in the opening and preparation of tabulation of bids for construction of the PROJECT.
- b. Verify CONTRACTOR references and prepare a Recommendation of Award to the OWNER.
- c. ENGINEER shall conform the contract documents including all addendum changes. The following contract document sets shall be provided:
  - One (1) electronic copy.
  - Four (4) conformed specification books for execution by the respective parties.
  - Electronic (PDF OCR) files of the conformed plans and specifications.
- d. Preparation of additional hard copies of the documents for the OWNER or other parties will be performed by the ENGINEER as an ADDITIONAL SERVICE.

### **ACTIVITY H – CONSTRUCTION PHASE SERVICES**

The presence or duties of ENGINEER's personnel at a construction site does not make ENGINEER or its personnel in any way responsible for those duties that belong to the OWNER and/or Construction Contractor or other entities, and does not relieve the Construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work.

ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER's own personnel.

The presence of ENGINEER's personnel at a construction site is for the purpose of providing to ENGINEER and OWNER a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved. The ENGINEER neither guarantees the performance of the Construction Contractor nor assumes responsibility for Contractors' failure to perform their work in accordance with the contract documents.

The Engineer shall provide field and administrative services for one construction project totaling up to 12 months of construction. If the OWNER elects to divide the recommended improvements into separate construction projects the construction services for the additional projects shall be provided as an ADDITIONAL SERVICE.

Field activities identified below are limited to site visits and meetings attended by the project manager and design engineering support staff. Administrative activities include general contract administration, submittal review and record drawing preparation that typically occurs in the office of the ENGINEER.

#### **Task H.1 –Field Activities**

- a. Represent the OWNER in Non-Resident construction administration of the PROJECTS. In this capacity, the construction administration duties shall not place any responsibility on ENGINEER for the techniques, sequences, and methods of construction or the safety precautions incident thereto, and the ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- b. Provide Engineering surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only.

#### **Task H.2 –General Contract Administration and Submittal Review**

- a. Conduct a Pre-Construction conference with the CONTRACTOR, and review construction schedules prepared by the CONTRACTOR. Prepare and distribute meeting notes.
- b. Make up to three (3) Special Site Visits for specific contractor coordination or at the OWNER's request.
- c. Review samples, catalog data, shop drawings, laboratory, shop and mill test of material and equipment and other data pursuant to the General Conditions of the Construction Contract. Review of submittals and re-submittals are included as Basic Services. Review of excessive submittals and review of resubmittals beyond one resubmittal will be considered ADDITIONAL SERVICES and charged to the Contractor as part of the contract specifications. Incomplete submittals will not be reviewed.
- d. Interpret the intent of the plans and specification for the OWNER and CONTRACTOR, responding to Requests for Information. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an ADDITIONAL SERVICE. NOTE: Such studies conducted by the ENGINEER, if determined to be inadequate, due to incompleteness of ENGINEER prepared plans and specifications will be revised without additional compensation. Any defective designs, plans or specifications furnished by the ENGINEER shall be promptly corrected by the ENGINEER at no cost to the OWNER.
- e. Prepare Proposed Contract Modifications (PCM's) and/or for use by the Contractor and OWNER.
- f. Accompany the OWNER in conducting the final completion inspection of the PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Prepare a list of deficiencies to be corrected by the contractor before final payment is released.
- g. Revise the construction drawings in accordance with the information furnished by construction Contractor and the Resident Project Representative reflecting changes in the PROJECT made during construction. One set of reproducible prints of "Record Drawings" and PDF files shall be provided by the ENGINEER to the OWNER. Record Drawings shall be provided to the OWNER within 60 days of receipt of the as-built drawings from the CONTRACTOR.

### **Task H.3 – Limited Onsite Resident Project Representative (RPR) Services**

During construction of the sanitary sewer lift station associated with the Project, Plummer shall provide an onsite RPR, who shall observe the work of the construction contractor and report to the OWNER. The RPR shall provide observation of the work for conformance with the plans and specifications.

Plummer agrees to furnish the OWNER the following specific services:

- a. Construction Observation:
  - The RPR will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and the OWNER of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
  - The RPR shall have the responsibility and authority to reject work that does not conform to the contract documents. Whenever the RPR considers it necessary or advisable for implementation of the intent of the contract documents, the RPR will recommend additional observation or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed, or completed. However, neither this authority of the RPR nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the RPR to the contractor, subcontractor, their agents, employees, or other persons performing portions of the work.

- b. The RPR will create daily construction reports for the sanitary sewer lift station associated with the Project, including monitoring and documenting the observed work in a field activity for each visit.
- c. The RPR will monitor the Contractor's actual progress relative to his planned construction schedule.
- d. The RPR will coordinate with the Contractor for the startup and testing of equipment and testing of piping and electrical systems as specified per the contract documents.
- e. The RPR will help coordinate and advise on field conditions for field changes and CMR's.
- f. The RPR will conduct, in the company of the City's representative, a substantial completion review of the sanitary sewer lift station for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.
- g. The RPR will conduct, in the company of the City's representative, a final review of the sanitary sewer lift station for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor.
- h. The RPR will redline mark up the construction drawings in accordance with the information furnished by the construction contractor reflecting changes to the project made during construction and delivery to the City's project manager.
- i. The RPR will coordinate the work of testing laboratories and observation bureaus required for the testing or observation of materials, witnessed tests, factory testing, etc. for quality assurance.
- j. The RPR will inspect materials delivered to the site for defects.

### **III. ADDITIONAL SERVICES**

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- a. Identification of tree species along alignment for tree survey if required by City.
- b. Modifications to the design of improvements previously approved by the OWNER by acceptance without comment on conceptual, preliminary or detailed design progress submittals.
- c. Surveying beyond the scope of items included in Basic Services.
- d. Geotechnical Investigations beyond the scope of items included in Basic Services
- e. Easement acquisition assistance or aid in acquiring property in fee, including in house labor by the Engineer, subconsultant services or property appraisals.
- f. Hydraulic and Transient Modeling for the OWNER's system and the Project as it relates to the OWNER's system. It is understood that any necessary modeling will be performed by another firm. Hydraulic and Transient Modeling can be performed as an ADDITIONAL SERVICE.
- g. Archeological investigations not included in Basic or Special Services.
- h. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- i. Preparation of storm water permits or pollution protection plans (SWPPP).
- j. Section 404 of the Clean Water Act Permit Coordination

ENGINEER will assist the OWNER in determining the impacts and regulatory permitting requirements as a result of the proposed project. A site investigation will be required to complete an aquatic resources delineation for the presence and potential impacts to waters of the U.S. regulated under Section 404 of the Clean Water Act. The purpose of the aquatic resources delineation is to identify and define limits of waters of the U.S. as defined in the U.S. Army Corps

of Engineers (USACE) Regulatory Program Regulations, Section 33 CFR 328.2 that may be impacted by the proposed project and to quantify impacted area.

- ENGINEER shall perform the following activities:
  1. Obtain background data for task: Floodplain maps, National Wetland Inventory maps, U.S. Geological Survey maps, current and historical aerial photographs, soil data maps, and other readily available data
  2. Conduct an on-site investigation to visually assess the site and to delineate the limits of aquatic resources, including wetlands, within the proposed corridor pursuant to current USACE guidelines including delineation of identified aquatic resources with a hand-held GPS device.
  3. Prepare an Aquatic Resources Delineation Report (ARDR), including maps of the identified aquatic resources, to conform with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Regional Supplement to the manual for the Great Plains Region.
  4. Provide with the ARDR an opinion of waters of the U.S. (jurisdictional waters) associated with the delineated aquatic resources.
  5. Identify and quantify impacts to waters of the U.S. including adjacent wetlands.
  6. Prepare a USACE Pre-construction Notification (PCN) for verification of authorization under appropriate Nationwide Permit if potential impacts exceed thresholds that would require notification to the USACE.
  7. Coordinate permit review for authorization of the proposed project under Nationwide Permit 58 (Utility Line Activities for Water and Other Substances) with the USACE, Tulsa District, Regulatory staff.
- k. Threatened and Endangered Species Review:
  - ENGINEER will assist the OWNER in determining the potential impacts with respect to federally listed threatened or endangered species and regulatory permitting requirements. ENGINEER will obtain background data and delineate the site in the United States Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPAC) System, and review the state list of Threatened and Endangered (T&E) Species list for Oklahoma County, Oklahoma.
  - A pedestrian investigation required to complete a T&E species assessment to determine the presence of and/or the critical habitat necessary for any listed (T&E) species for Oklahoma County, Oklahoma will be conducted during the on-site investigation to delineate the limits of aquatic resources within the project area.
  - ENGINEER will prepare a letter report documenting the findings of the investigation for T&E species and/or designated critical habitat.
- l. Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material.
- m. Preparation for and attendance at monthly construction progress meetings and/or monthly site visits during Construction Phase Services
- n. Review and response to additional submittal packages and/or RFI's beyond those included in Basic or Special Services.
- o. Review of Contractor's Monthly Pay Applications.
- p. Observe factory witness manufacturing and testing of selected equipment.
- q. Review of testing laboratories' reports and inspection bureaus required for the testing or inspection of materials, factory testing, etc.
- r. Preparation of Field Orders and/or Change Orders.
- s. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.

- t. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- u. Preparing environmental impact statements, storm water discharge permits, pre-application meetings with USACE staff and Section 404 and 408 permit applications except as specifically included in the Basic Engineering Services.
- v. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- w. Payment of fees for permit applications and publication(s) of notices.
- x. Preparation of a Traffic Control Plan
- y. Formal Consultation with the U.S. Fish and Wildlife Service for Threatened or Endangered Species (Section 7 consultation)
- z. Preparation of additional documentation required for Tier II Section 401 CWA Water Quality Certification form
- aa. Design of other improvements not identified in Basic or Special Services or Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the ENGINEER or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

**IV. COMPENSATION**

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

<b>Activity</b>	<b>Task Description</b>	<b>Lump Sum Amount</b>
A	Project Management	\$5,214
B	Project Coordination	\$3,372
C	Data Review	\$1,945
D	Engineering Memo and Alignment Study (inc. Archaeological Coord.)	\$68,812
E	Data Collection (Survey, Geotechnical and SUE)	\$47,355
F	Detailed Design	\$102,162
G	Bid Phase Services	\$7,761
H	Construction Phase Services	\$55,963
RE	Reimbursable Expenses (Reproduction, Technology, and Mileage)	\$6,781
<b>Total</b>		<b>\$299,365</b>

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

No budgetary allowance has established for Additional Services. Additional services must be authorized by amendment of the agreement.



**ATTACHMENT B  
PLUMMER ASSOCIATES, INC.  
HOURLY FEE SCHEDULE  
2022**

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	\$ 85.00 - \$ 105.00
Senior Admin Staff	A4	\$ 90.00 - \$ 130.00
Designer/Technician	C1-C2	\$ 75.00 - \$ 115.00
Designer/Technician III	C3	\$ 100.00 - \$ 130.00
Senior Designer/Technician	C4	\$ 125.00 - \$ 160.00
Engineer/Scientist Intern	ES0	\$ 50.00 - \$ 95.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	\$ 95.00 - \$ 130.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 115.00 - \$ 145.00
Project Engineer/Scientist	ES4	\$ 120.00 - \$ 155.00
Senior Project Engineer/Scientist	ES5	\$ 135.00 - \$ 195.00
Project Manager	ES6	\$ 180.00 - \$ 250.00
Senior Project Manager	ES7	\$ 225.00 - \$ 295.00
Principal I	ES8	\$ 250.00 - \$ 330.00
Principal II	ES9	\$ 290.00 - \$ 400.00
Electrical Engineer in Training I	EE1	\$ 85.00 - \$ 110.00
Electrical Engineer in Training II	EE2	\$ 100.00 - \$ 115.00
Electrical Engineer in Training III	EE3	\$ 120.00 - \$ 150.00
Electrical Specialist	EE4	\$ 130.00 - \$ 165.00
Programmer	EE5	\$ 135.00 - \$ 170.00
Programmer II	EE6	\$ 140.00 - \$ 175.00
Senior Electrical Engineer	EE7	\$ 260.00 - \$ 295.00

Billing rates are based on "salary cost" times a multiplier of 2.3.

Salary cost is based on direct payroll costs times 1.43. Salary cost includes direct payroll costs, payroll taxes, vacation, holiday, sick leave, employee insurance, and other fringe.

Range of billing rates shown may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement. The multipliers shown will not be adjusted.

A multiplier of 1.10 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

## **ATTACHMENT C**

### **SERVICE PROVIDER'S TEAM**

#### **OPERATION OSCAR**

##### **I. PLUMMER TEAM**

Principal-In-Charge – Clete Martin, PE (FTW Office)  
Project Manager – Alan Swartz, PE (OKC Office)  
Project Engineer (Water and Sewer Line Design) – Chris Ferguson, PE (OKC Office)  
Project Engineer (General) – Tayler Jensen, PE (OKC Office)  
Project Engineer (Lift Station Design) – Brian Wright, PE (FTW Office)  
Project Engineer (EI&C) – Patrick Moseley, PE (FTW Office)  
QA/QC – George Farah, PE; Clete Martin, PE (FTW Office)  
Technician – Forrest Cave (OKC Office)

##### **II. SUBCONSULTANTS**

Archaeological – Chris Cojeen, Cojeen Archaeological Services  
Geotechnical – Envirotech Engineering & Consulting  
Topographical Survey – Darren Smith, PLS; CEC Engineering  
Subsurface Utility Engineering – Sidewinder Utility Location  
Structural Engineering – Chris Snider, PE; CEC Engineering



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

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).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant <b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>E-MAIL ADDRESS:</b> certificatedallas@risk-strategies.com	<b>FAX (A/C, No):</b> (214) 503-8899
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Plummer Associates, Inc. 1320 South University Drive Ste. 300 Fort Worth TX 76107	<b>INSURER A :</b> XL Specialty Insurance Company      37885	
	<b>INSURER B :</b> Hartford Underwriters Insurance Company      30104	
	<b>INSURER C :</b> Hartford Accident and Indemnity Company      22357	
	<b>INSURER D :</b> Hartford Insurance Co of the Midwest      37478	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 69286843

REVISION NUMBER:

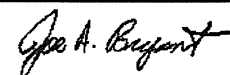
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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				
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 500,000				
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84UEGAC4597	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	84SBWAH8X07	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$				
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table>	Y/N		N	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84WEGAS4E8D	5/13/2022	5/13/2023	<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
Y/N											
N	N/A										
A	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Pollution Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DPR9993421	5/9/2022	5/9/2023	Per Claim \$3,000,000 Annual Aggregate \$3,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.  
 Re: Plummer #3435-003-01, Water & Sanitary Sewer Extension for Operation Oscar.

**CERTIFICATE HOLDER****CANCELLATION**

City of Midwest City 100 N. Midwest Blvd., Midwest City, OK 73110	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  Joe Bryant

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ACORD 25 (2016/03)

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