

**THIRD AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN FREESE AND NICHOLS, INC.  
AND  
CITY OF MIDWEST CITY  
AND  
MIDWEST CITY MUNICIPAL AUTHORITY**

**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**”), The Midwest City Municipal Authority, a public trust, established pursuant to the laws of the State of Oklahoma, for which the City is a beneficiary, (hereinafter referred to as “**Authority**”) and Freese and Nichols, Inc., (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

Add the language “and/or “**Authority**” ” after the word “**City**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language, except Paragraphs 11 and 24.

Add the language “and/or “**Authority’s**” ” after the word “**City’s**” in all paragraphs of the original agreement and any applicable amendment thereto containing said language.

Pursuant to Paragraph 2.A. and Paragraph 3.A. of the Professional Services Agreement dated July 26, 2022, the following amendment is hereby agreed to between the parties:

The following Attachments A – Scope of Services and B – Schedule of Fees are in addition to the current Attachments A and B of the Professional Services Agreement dated July 26, 2022.

Paragraph 10 (A) shall be amended to add the following contact for the **Authority**:

Midwest City Municipal Authority, Secretary  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Paragraph 24 shall be amended as follows:

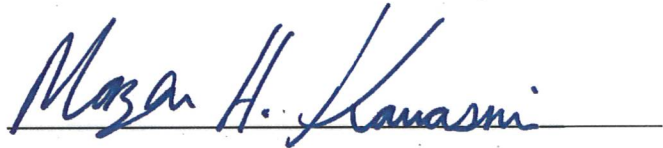
This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both all Parties. The **City** hereby delegates to the City Manager all amendments to this

**Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

All other remaining terms and conditions not contained herein remain in full force and effect in the original agreement or previous amendments thereto.


**Freese and Nichols, Inc.**



Date: 1/17/2024


City of Midwest City



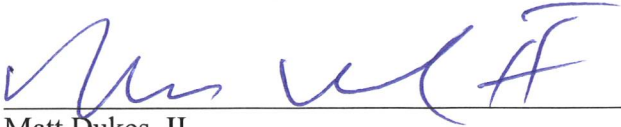
  
Matt Dukes, II  
Mayor

  
Sara Hancock, City Clerk

**REVIEWED** for form and legality.

  
Donald D. Maisch, City Attorney

**Midwest City Municipal Authority**



Matt Dukes, II  
Chairman



Sara Hancock, Secretary



**REVIEWED** for form and legality.



Donald D. Maisch, Authority Attorney

## SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

### PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Midwest City (City) is seeking to expand the wastewater collection system capacity assessment to include the remaining portion of the collection system that was not studied as part of the Phase 1 Assessment. Phase 2 of the Assessment will include developing land use assumptions and wastewater flow projections for the remainder of the City of Midwest City. FNI will expand the hydraulic wastewater model to include the entire wastewater collection system, and will provide a prioritized Capital Improvements Plan (CIP). It is understood that Phase 2 of the capacity assessment will cover areas of the system that are more established and closer to buildout. Therefore, FNI will also perform a Risk Based Assessment on the existing infrastructure to assist in prioritizing pipeline renewal projects to reduce the risk of the collection system.

The project consists of installing and maintaining temporary flow monitors within the wastewater collection system, field inspections, and hydraulic modeling. The purpose of the flow monitoring is to determine dry and wet weather flows, identify sources of infiltration and inflow (I/I), and to aid in hydraulic model calibration. The wastewater collection hydraulic model will evaluate the capacity of the exiting sewer system, determine needs for future flows, and be used to develop a prioritized CIP.

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### TASK A: WASTEWATER MASTER PLAN PROJECT MANAGEMENT

##### **A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the City and the field inspection team to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

##### **A2. Data Collection and Review**

FNI will prepare a data request memorandum summarizing data needs for the project. This includes the following:

- Previous Master Plan Reports or other planning documents
- Infiltration and Inflow (I/I) Studies
- GIS Information
- Flow Monitoring Data
- Lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping

##### **A3. Project Management**

FNI will perform project management duties, including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal

project collaboration.

#### **A4. Monthly Progress Meetings**

FNI will meet with City staff virtually on a monthly basis. The purpose of these meetings will be to collaborate with the City on any concerns or issues concerning data request items, results, recommendations, or any questions the City may have. The frequency of collaboration may vary based on the phase of the project, but it is anticipated that one hour (1) every month will be designated for these activities for the project team.

### **TASK B: FLOW MONITORING AND I/I CHARACTERIZATION**

#### **B1. Temporary Flow Meter Site Selection**

FNI will identify eighteen (18) locations in the existing system to conduct flow monitoring and four (4) locations for rainfall monitoring to calibrate the hydraulic model. FNI will prepare maps showing the proposed locations to present to the City. FNI will update the mapping based on City comments before submitting it to the flow monitoring subconsultant.

#### **B2. Temporary Flow Meter Basin Delineation**

FNI will finalize the temporary flow monitoring plan with the recommended site selection for each temporary flow monitor. FNI will update the delineation of the temporary flow monitoring basins.

#### **B3. Temporary Flow Meter Installation, Calibration, and Data Collection**

FNI's flow monitoring subconsultant will furnish, install, and calibrate eighteen (18) temporary velocity/depth type flow meters and four (4) rainfall gauges at the agreed-upon locations. Temporary flow meters shall remain in place for sixty (60) days.

FNI's subconsultant will remove all the temporary flow meters after the monitoring period if adequate weather conditions have been observed (dry weather and wet weather conditions include at least two (2) storm events of different rainfall intensities). FNI will advise the City if adequate weather conditions have not been observed during the initial monitoring period to allow the City to consider funding an extended period for flow monitoring before removing the temporary flow meters.

#### **B4. Analyze Flow Meter Data**

The flow and rainfall data will be collected at 15-minute intervals for both dry and wet weather flow periods.

- 1) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 2) Develop hydrographs for dry and wet weather flow conditions.
- 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
- 4) Determine peak infiltration rates during high groundwater conditions, if possible.

#### **B5. I/I Characterization and Ranking**

Flow data will be compared with rainfall data to determine the amount of inflow and infiltration experienced during selected storm events. FNI will utilize the data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the

collection system.

### **TASK C: POPULATION AND WASTEWATER FLOW PROJECTIONS**

#### **C1. Develop Residential Population and Non-Residential Estimates**

FNI will utilize available comprehensive plan data and information from planning department staff to develop updated population and non-residential estimates and projections to allocate across the sewer basins for each future planning period. Sewer basin delineation developed for model calibration will be utilized for this task by using land use data, sewer basin, and subbasin information.

#### **C2. Develop Design Criteria for Wastewater Flow Projections**

Based on a review of historical wastewater flow data, FNI will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins, to provide recommendations to update the design criteria for flow projections. FNI will develop base flow rates, per-capita flow rates, non-residential usage factors, infiltration and inflow (I/I) allowances based on flow monitoring data, rehabilitation work, and work order data (stoppages, blockages, etc.).

#### **C3. Wastewater Flow Projections**

FNI will utilize the updated wastewater flow design criteria for each basin and sub-basin to allocate future residential and non-residential loads. FNI will allocate population and non-residential estimates and flow projections across the sewer basins and sub-basins for each planning period.

#### **C4. Workshop to Discuss Population, Non-Residential Estimates, and Flow Projections**

FNI will attend a meeting with the City staff to discuss the results of sewer basin flow projections and distribution. FNI will address comments on the distribution of the population and non-residential estimates as well as the wastewater load projections.

### **TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION**

#### **D1. Wastewater System Model Development**

FNI will expand the City's wastewater collection system hydraulic model to include the entire wastewater collection system in the Innovyze® InfoWorks ICM® software from the most current GIS. The model will consist of all pipelines 10-inches and larger in addition to all smaller pipelines for which invert elevation data is available. The model will represent the volume of all pipelines in the collections system through a process called "pruning." FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

#### **D2. Update Detailed Lift Station Data**

Lift station and force main as-built information provided by the City will be entered into the model. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. FNI will identify missing lift station data needing field verification, including physical dimensions, pump performance data, and any missing force main information. FNI will utilize institutional knowledge from the City staff regarding the operational complexities of the wastewater system.

### **D3. Field Verification/Surveying of Critical Missing Data**

The field inspection and GPS/conventional surveying will be used to collect all critical needed physical data not included in the GIS. The field inspections will be done in conjunction with City staff for access to manholes and will focus on the following:

- GPS surveying of critical manholes to obtain X and Y coordinates and measure downs to obtain inverts for up to 300 GPS shots.

FNI will review raw field data and convert it into GIS format for input into the model database and provide revised GIS data to the City.

### **D4. Sewer Basin Delineation and Subcatchment Generation**

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the City to review sewer basin, subbasin, and subcatchment mapping results.

### **D5. Distribute Updated Wastewater Flow in the Model**

Geocoded water billing data and the population and non-residential flow projections will be used to assign flows to the subcatchments for wastewater system analysis. Large customers will be located and allocated as a point load. FNI will assign residential and non-residential diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

### **D6. Dry Weather Calibration**

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop a flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow period using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. Dry weather calibration should match field data within 10%. Adjust lift station parameters based on system response observed during calibration event using SCADA records and meter responses.

FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration flows, depths, and velocities and meet with the City to present dry weather calibration results. Selected calibration points will consist of the flow monitoring locations and any other locations where flow or level data is available through SCADA.

### **D7. Wet Weather Calibration**

Review flow meter data and select one (1) wet weather calibration storm events, if available. Perform wet weather calibration on selected wet weather flow event using calibrated peak I/I. Calibrate to within 15%. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping showing metered vs. modeled wet weather calibration results and meet with the City to present wet weather calibration results for the selected two wet weather calibration events.

## **TASK E. WASTEWATER SYSTEM PERFORMANCE ANALYSIS**

### **E1. Design Criteria Evaluation**

FNI will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, DEQ requirements, and surcharging guidelines. The criteria will be based on the desired Level of Service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas.

### **E2. Design Storm Review**

FNI will utilize the 5-year, 6-hour design storm utilized for Phase 1 of the capacity assessment. FNI will verify with City staff that the 5-year, 6-hour storm is the desired Level of Service for application and identification of future capacity restrictions.

### **E3. Existing System Evaluation**

FNI will run the calibrated wastewater model with the selected design storm and identify existing surcharging and overflow locations and other capacity restriction issues. FNI will evaluate the impacts of critical elements (special structure) and lift station modifications on the existing system evaluation results. FNI will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. FNI will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event.

### **E4. Develop Future Model Scenarios**

FNI will utilize 5-year, 10-year, and 20-year wastewater model scenarios under design storm conditions to determine the system response for surcharging and overflow events. FNI will conduct an evaluation of special structures and lift stations under design storm conditions for each planning period. FNI will utilize the future system model scenarios to analyze the impact of future growth and redevelopment on the wastewater collection system. FNI will apply the selected design storm(s) to the future system models to locate potential future system deficiencies based on specified design criteria.

### **E5. Develop System Improvements Alternatives for the 5-, 10-, and 20-year Planning Periods**

Using the results of future models, develop improvements to eliminate excessive surcharging and overflows in the system resulting from increased wastewater flow from projected future development and redevelopment. Develop improvements alternatives for gravity lines, lift stations, force mains, and special structures. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year, and 20-year planning periods as well as improvements needed to correct existing deficiencies.

## **TASK F. RISK BASED ASSESSMENT AND PRIORITIZED RENEWAL CIP**

### **F1. Document Age and Material of Pipelines with available data**

FNI will utilize GIS shapefiles, as-builts, work orders, CCTV results, and any other available data to determine the age and material of wastewater lines in the existing wastewater collection system.



## **F2. Develop Condition and Criticality Scoring Parameters**

FNI will develop a draft condition and criticality scoring program for wastewater system pipelines and lift stations. FNI will submit to Midwest City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Pipe age
  - Pipe material
  - Maintenance history
  - Soil conditions
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - System redundancy
  - Critical facilities, e.g. hospitals and schools
  - Alley/street condition/replacement schedule
  - Aerial Crossings

## **F3. Map Modeled Lines and Manholes to Existing GIS**

Conduct a static integration of modeling data to match modeled pipes and manholes to extract key information to match unique collection system asset data within GIS.

## **F4. Apply Condition and Criticality Scoring System to Pipelines**

Based on available data, FNI will utilize InfoAsset Planner software to apply the condition and criticality scoring system to collection pipeline network. Each line segment will receive a condition, criticality, and overall risk score and an overall prioritized ranking of pipelines will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

## **F5. Develop Prioritized Pipeline Capacity CIP based on Risk Scoring**

FNI will utilize the risk scores to prioritize capacity improvement projects, but will not develop a renewal CIP as part of the collection system master plan.

## **TASK G: LIFT STATION CONDITION ASSESSMENT:**

### **G1. Review As-Builts and Document Lift Station Information:**

FNI will verify the configuration of lift stations with as-built drawings. FNI will obtain lift station flow data for reviewing the capacity of each station.

### **G2. Develop Lift Station Site Evaluation Form:**

FNI will develop a data sheet to use to document the condition for each parameter of lift stations including pumps, electrical, structural, and other physical data. The site evaluation form will document all known and pertinent information at each station.

### **G3. Lift Station Drawdown Testing:**

The project team will verify lift station dimensions using available as-built data. The project team will then conduct a lift station drawdown test. The team will test each pump to determine the capacity. Prior to performing the drawdown testing, the City will provide an inventory of each lift station noting which pumps and valves are

operational. The City will also note which stations have pressure gauges and flow meters. The City will also test the electrical equipment prior to the project team manually testing each pump.

**G4. Conduct Lift Station Condition Assessments:**

FNI will visit up to fifteen (15) lift stations with City staff to assess the condition of the facilities. Data sheets will be compiled documenting the condition of each parameter being evaluated such as pumps, electrical, structural, and other physical data. FNI will take pictures of all components and document in digital library for each station. FNI will assign a condition score to each lift station based on site visits, maintenance history, staff input, and previous studies. FNI will assign criticality scores based on parameters such as population served, system redundancy, and environmental impact.

**G5. Summarize Historical Repair Data:**

FNI will review and evaluate CMMS work order history and maintenance data to determine stations to focus renewal efforts.

**G6. Develop Condition and Criticality Scoring Parameters:**

FNI will develop a draft condition and criticality scoring program for wastewater lift stations. FNI will meet with City Staff to obtain input on draft parameters.

- Potential condition parameters include:
  - Facility Age
  - Maintenance history
  - Inspection results
  - Capacity
- Potential criticality parameters include:
  - Number of customers served
  - Ease of access for repairs
  - Environmental impact
  - Critical facilities served, e.g. hospitals and schools

**G7. Assign Condition and Criticality Scores to Lift Stations:**

Based on available data, FNI will apply the condition and criticality scoring system to each lift station. Each lift station will receive a condition, criticality, and overall risk score and an overall prioritized ranking will be prepared. FNI will develop large scale color-coded mapping of the results of the condition, criticality, and risk scoring analysis.

**G8. Progress Meeting:**

FNI will meet with the City Staff to discuss the condition and criticality scoring for each station.

**G9. Develop Detailed Lift Station Site Sheets:**

FNI will develop data summary sheets summarizing each lift station. The following will be included in the summary sheets where information is available:

- Lift Station name and address (existing and future)
- Upstream Interceptors and Basins
- Design Flow
- Population Served
- Wet Well Dimensions
- Operational Scheme (existing and future)
- Future developments served by each station
- Pump Data

- i. Size
- ii. Number
- iii. Manufacturer Pump Curves
- iv. Nameplate Data

FNI will provide a shapefile to the City summarizing all attribute information and scores assigned from the study

**G10. Develop Prioritized Renewal Plan:**

FNI will utilize the condition and criticality scores to develop renewal risk ratings for lift stations. The resulting risk ratings, along with the results of the hydraulic modeling, will be used to prioritize lift station renewal projects, which will be incorporated into the overall CIP.

**G11. Develop Draft CIP Costs, Schedule, and Mapping:**

Develop costs for each proposed renewal capacity project in Year 2024 dollars including engineering and contingencies. CIP Scheduling will be based on the modeling results and include engineering time periods. Large scale citywide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects.

**TASK H. CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT**

**H1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping**

FNI will develop a Capital Improvements Plan based on growth needs. Costs for each proposed project will be developed in Year 2023 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including a detailed description, issue, project map with planning level alignment, cost, proposed dates, and justification.

**H2. Meet to Review Draft Capital Improvement Plan**

FNI will meet with the City to discuss the draft CIP, project phasing, and analyze alternative completion dates as necessary.

**H3. Prepare Draft Wastewater Master Plan Report**

FNI will prepare a draft Wastewater Master Plan Report summarizing wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one (1) electronic PDF file of the draft report to the City.

**H4. Meet to Review Draft Report**

FNI will meet with the City to discuss the draft report. FNI will solicit comments to be incorporated into the final report.

**H5. Revise Wastewater Master Plan Report to Incorporate Comments**

FNI will revise the report based on comments from the City and submit one (1) final hard copies and one (1) electronic copy in PDF format of the Wastewater Master Plan Report.

#### **H6. Coordination Meetings with Garver**

FNI will attend up to three (3) coordination meetings with Garver and the City to gather and share information regarding the Wastewater Collection System and Wastewater Facility Master Plans. During these coordination meetings, FNI, Garver, and the City will collectively determine the prioritization of projects by planning horizon together.

#### **H7. Comprehensive Wastewater Master Plan Report**

FNI will incorporate results from the Wastewater Collection System Master Plan and the Wastewater Treatment Facility Master Plan into a final, single Executive Summary document. Garver will write the executive summary portion of the Wastewater Treatment Facility Master Plan and FNI will incorporate the written document from Garver into the Final Comprehensive Wastewater Master Plan Report.

#### **H8. City Management Presentation**

FNI will prepare and attend one (1) City Management presentation to present the results of the Wastewater System Master Plan.

#### **H9. Council Presentation**

FNI will prepare and attend one (1) City Council presentation to present the results of the Wastewater System Master Plan.

#### **SUMMARY OF DELIVERABLES:**

- Wastewater System Capital Improvements Program
- Lift Station Condition Assessment
- Draft Wastewater Collection System Master Plan Report
- Final Wastewater Collection System Master Plan Report
- Final Comprehensive Wastewater Master Plan Report
- Calibrated Wastewater Model
- Council Presentation
- All electronic project files

#### **ARTICLE II**

**SPECIAL SERVICES:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: NA

#### **ARTICLE III**

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Wastewater pipeline condition assessment.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- G. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.

#### ARTICLE IV

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 18 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

#### ARTICLE V

**RESPONSIBILITIES OF CITY:** City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

**DESIGNATED REPRESENTATIVES:** FNI and City designate the following representatives:

|                        |  |
|------------------------|--|
| CITY's Primary Contact | Name: Carrie Evenson<br>Address: 8730 SE 15 <sup>th</sup> Street<br>Midwest City, OK 73110<br>Phone: 405-739-1062<br>Email: CEvenson@MidwestCityOK.org |
|------------------------|--|

|                           |  |
|---------------------------|--|
| CITY's Accounting Contact | Name: Carrie Evenson<br>Address: 8730 SE 15 <sup>th</sup> Street<br>Midwest City, OK 73110<br>Phone: 405-739-1062<br>Email: CEvenson@MidwestCityOK.org |
|---------------------------|--|

|                       |  |
|-----------------------|--|
| FNI's Primary Contact | Name: Clay Herndon<br>Address: 3600 NW 138th Street, Suite 202,<br>Oklahoma City, OK 73134<br>Phone: 405-252-5934<br>Email: wch@freese.com |
|-----------------------|--|

|                          |   |
|--------------------------|---|
| FNI's Accounting Contact | Name: Lisa Broussard<br>Address: 12770 Merit Drive, Suite 900<br>Dallas TX 75251<br>Phone: 972-331-6021<br>Email: lisa.broussard@freese.com |
|--------------------------|---|

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Freese and Nichols, Inc.**  
**And**  
**THE CITY OF MIDWEST CITY**

**ATTACHMENT "B"**

The scope of work for Tasks A through H will be completed for a **LUMP SUM** fee of **\$850,000 INCLUSIVE OF EXPENSES** and Special Services will be completed for a **NOT TO EXCEED** fee of **\$0 , INCLUSIVE of EXPENSES**, for a total fee of \$850,000. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

**Fee Breakdown by Task**

| Task   | Description                                       | Total Fee           |
|--|---|---------------------|
| <b>Contract Adjustments</b>                      |   |                     |
| A-G  | ORIGINAL CONTRACT AMOUNT                          | \$ 296,000          |
|  | AMENDMENT 1                                       | -                   |
| H1-H6  | AMENDMENT 2                                       | \$ 77,645           |
| <b>Basic Services</b>                            |   |                     |
| A  | Project Management                                | \$ 50,000           |
| B  | Flow Monitoring and I/I Characterization          | \$ 237,000          |
| C  | Population and Wastewater Flow Projections        | \$ 31,500           |
| D  | Wastewater Model Development and Calibration      | \$ 170,500          |
| E  | Wastewater System Performance Review              | \$ 55,500           |
| F  | Risk Based Assessment and Prioritized Renewal CIP | \$ 70,500           |
| G  | Lift Station Condition Assessment                 | \$ 135,000          |
| H  | Capital Improvements Plan and Master Plan Report  | \$ 100,000          |
| Sub-total: Basic Services (LUMP SUM)             |   | \$ 850,000          |
| <b>Special Services</b>                          |   |                     |
| I  | SPECIAL SERVICES                                  | \$ N/A              |
| Sub-total: Special Services (NOT TO EXCEED)      |   | \$ N/A              |
| <b>Grand Total of New Proposed Scope of Work</b> |   | <b>\$ 850,000</b>   |
| <b>NEW CONTRACT TOTAL</b>                        |   | <b>\$ 1,223,645</b> |