

**AGREEMENT SUMMARY  
FOR  
PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
COWAN GROUP ENGINEERING, LLC  
FOR  
ELM CREEK TRUNK LINE IMPROVEMENTS  
PROJECT NO. S.1606**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Cowan Group Engineering, LLC.
- 1.2 Telephone No.: 918-949-6171
- 1.3 Address: 5416 S. Yale Ave., Suite 210, Tulsa, OK 74135

**2.0 Project Name/Location: ELM CREEK TRUNK LINE Improvements**

- 3.0 Statement of Purpose:** This project consists of replacing existing 12-inch, 15-inch, 18-inch and 24-inch collector sewer due to capacity limitations during the 5-year design storm between West Florence Street, under the Creek Turnpike and to the Indian Springs Country Club Lift Station. The existing sewer carries flow from the far western portion of the Lynn Lane basin and is not adequately sized for wet weather flows. Backups from the limited capacity cause predicted manhole surcharge in upstream segments during a 5-year storm. The Wastewater System Master Plan identified this project as I.D. LL-GS02, to replace approximately 11,000 linear feet of sanitary sewer trunk line within the Elm Creek basin from just south of the Creek Turnpike to the existing Indian Springs Country Club Lift Station.

**4.0 Agreement Summary:**

**4.1 Agreement Amount:**

|                          |                     |
|--------------------------|---------------------|
| Lump Sum                 | \$307,800.00        |
| <u>Environmental NTE</u> | <u>\$ 80,000.00</u> |
| Total                    | \$387,800.00        |

- 4.2 Agreement Time:** 205 calendar days

- 4.3 Estimated Construction Cost:** \$7,000,000.00

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1** AGREEMENT with corresponding Attachments;
- 5.2** Duly authorized Amendments to the AGREEMENT;
- 5.3** AGREEMENT Summary;
- 5.4** Specific project written correspondence mutually recognized; and
- 5.5** Specific project verbal instructions mutually recognized.

**6.0 Agreement Approved by the Owner on:** \_\_\_\_\_

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
COWAN GROUP ENGINEERING, LLC  
FOR  
ELM CREEK TRUNK LINE IMPROVEMENTS**

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

**W I T N E S S E T H:**

WHEREAS, OWNER intends to evaluate feasible design alternatives for the rehabilitation of the Old Adams Creek Lift station (PROJECT) for which OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this AGREEMENT shall be the \_\_\_\_day of \_\_\_\_\_20\_\_\_\_.

**ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations,

design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

#### **ARTICLE 8 - LIABILITY**

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

#### **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

#### **ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

#### **ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

#### **ARTICLE 13 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

#### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. CONSULTANT shall not be held liable for reuse of documents or modifications thereof by the OWNER or its representatives for any purpose other than the original intent of this AGREEMENT, without written authorization of and appropriate compensation to CONSULTANT. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

#### **ARTICLE 15 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

#### **ARTICLE 16 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 17 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 19 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

#### **ARTICLE 21 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

#### **ARTICLE 23 - COMPLETION**

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

#### **ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and

Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

#### **ARTICLE 25 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: Broken Arrow Municipal Authority  
485 N. Poplar Street  
Broken Arrow, OK 74012  
Contact: Mr. Roger D. Hughes, P.E.  
Engineering Division Manager

CONSULTANT: Cowan Group Engineering, LLC  
5416 S. Yale Ave., Suite 210  
Tulsa, OK 74135  
Contact Name: Mr. Ethan Edwards, P.E.  
Operations Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

**OWNER:**

Broken Arrow Municipal Authority

**CONSULTANT:**

Cowan Group Engineering, LLC

Approved as to form:

By *[Signature]*  
Assistant City Attorney

By *[Signature]* *Jeff Cowan, managing member*  
Date *10/16/19*

By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) If applicable

Date \_\_\_\_\_

Attest:

Attest:

By \_\_\_\_\_  
Curtis Green, City Clerk

By *[Signature]*  
Date *10/16/19*

Date \_\_\_\_\_

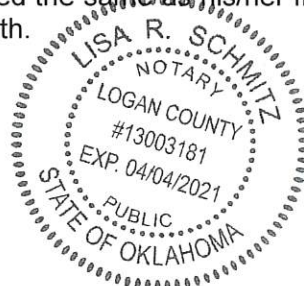
**VERIFICATION**

State of *Oklahoma* )  
County of *Oklahoma* ) §

Before me, a Notary Public, on this *16th* day of *October*, 2019, personally appeared *Jeff Cowan*, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: *Managing Member*) of Cowan Group Engineering, LLC, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

*04/04/2021*  
*[Signature]*  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
COWAN GROUP ENGINEERING, LLC  
FOR  
ELM CREEK TRUNK LINE IMPROVEMENTS  
PROJECT NO. S.1606**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the 5th day of November, 2019.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Elm Creek Trunk Line Improvements. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER will apply for a loan for construction of this project upon completion of the design. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project is identified in the Wastewater System Master Plan as I.D. LL-GS02, to replace approximately 11,000 linear feet of sanitary sewer trunk line within the Elm Creek basin from just south of the Creek Turnpike to the existing Indian Springs Country Club Lift Station. The project consists of replacing existing 12-inch, 15-inch, 18-inch, and 24-inch collector sewer lines due to capacity limitations during the 5-year design storm between West Florence Street, under the Creek Turnpike and to the existing Indian Springs Country Club Lift Station. The existing sewer carries flow from the far western portion of the Lynn Lane basin and is not adequately sized for wet weather flows. Backups from the limited capacity cause predicted manhole surcharge in upstream segments during a 5-year storm.

## **2.0 PROJECT SCOPE**

CONSULTANT shall perform civil design to properly design sewer collector line sizes to adequately handle anticipated wet weather flows as identified in the Wastewater System Master Plan. The CONSULTANT will verify calculations made in the Wastewater System Master Plan to double check the pipe sizes.

The project includes completion of construction plans for design. The project shall also include services for the following: identification of right-of-way/easement needs, preparation of right-of-way/easement documents, identification of utility relocation needs, construction cost estimates, coordination of utility relocations, and all services required to obtain a Clean Water Act Section 404 Nationwide/Individual Permit from the US Army Corps of Engineers. The not to exceed contract amount will be utilized to hire subconsultants as needed to meet the US Army Corps of Engineers requirements.

## **3.0 SCOPE OF SERVICES**

**3.1 ADMINISTRATIVE/MANAGERIAL DUTIES:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

**3.2 PRELIMINARY DESIGN PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Coordinate and attend one (1) project kick-off meeting with Cowan Group Engineering (CGE) and COBA staff about entire project.
- 3.2.2 Gather and review existing conditions, conceptual plans (prepared by others), and record drawings.
- 3.2.3 Review existing survey data with respect to proposed conceptual alignment (prepared by others).
- 3.2.4 Prepare Environmental Information Document (EID) for the project and submit to the Oklahoma Water Resources Board (OWRB) for approval.
- 3.2.5 Provide all necessary coordination and attend meetings with the US Army Corps of Engineers (USACE).
- 3.2.6 Prepare all necessary information/documentation for obtaining a Clean Water Act Section 404 Nationwide Permit/Individual Permit.

- 3.2.7 Hire/coordinate subconsultants for necessary environmental surveys including but not limited to: Endangered Species (bats/beetles), Archeological, Cultural, Historical, and Wetlands delineation.
  - o Environmental Surveys will have an allowance of \$80,000.00. Any funds used from this allowance must first be approved by BAMA.
- 3.2.8 Prepare preliminary construction cost estimate.
- 3.2.9 Prepare preliminary plan submittal.
- 3.2.10 Prepare and deliver ten (10) hard copies (11x17) and preliminary contract documents electronic PDF format.
- 3.2.11 Attend one (1) review meeting with COBA staff about entire project.
- 3.2.12 Perform necessary Right of Way/Easement and Property/Ownership research and gather current legal deeds, rights-of-way, and easements with respect to the proposed project.

**3.3 FINAL DESIGN PHASE:** Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.1 Concur an incorporate OWNER comments from Preliminary Design Phase.
- 3.3.2 Prepare final construction drawings and specifications to be approved and permitted by the Oklahoma Department of Environmental Quality.
- 3.3.3 Prepare final construction drawings, contract documents, and project cost estimate. Drawings shall include, but not limited to the final construction drawing sheets:
  - o Cover Sheet
  - o Pay Quantities and Notes
  - o Survey Data
  - o Summary Sheets
  - o Sanitary Sewer Plan and Profile Sheets
  - o Standard Details
  - o Special Details
  - o Erosion Control
  - o Construction Phasing
- 3.3.8 Prepare and submit construction drawings and contract documents along with ODEQ reports, permits and applications, including but not limited to:
  - o ODEQ Construction Permit Application
  - o Environmental Information Documents
  - o FACT format Engineering Report
- 3.3.9 Prepare final quantities and construction cost estimate.
- 3.3.10 Deliver ten (10) hard copy drawings (11x17) and contract documents, and electronic PDF.
- 3.3.11 Attend one (1) review meeting with Owner and project team.
- 3.3.12 Incorporate comments into Bidding Documents.

**3.4 ASSISTANCE DURING BIDDING PHASE:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Provide the Owner services during advertisement of the Project for

bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description, electronic bid proposal, and cost estimate for the construction of the project).

- 3.4.2 Attend and conduct a pre-bid conference as required by Owner.
- 3.4.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
- 3.4.4 Assist in preparing addenda and addenda plan sheets as required.

**3.5 PROJECT CLOSE-OUT PHASE:**

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.5.1 Incorporate changes into the drawings and produce Record Drawings.
- 3.5.2 Submit record drawings on electronic media (AutoCAD 2018 or earlier version and pdf).
- 3.5.3 Submit any revisions to the Design Manual caused by construction changes.

**3.6 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):**

Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT as necessary.

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**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
COWAN GROUP ENGINEERING, LLC  
FOR  
ELM CREEK TRUNK LINE IMPROVEMENTS  
PROJECT NO. S.1606**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 5th day of November, 2019.

**1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets (AS REQUIRED):

- 1.1 Cover Sheet
- 1.2 Pay Quantities and Notes
- 1.3 Survey Data
- 1.4 Summary Sheets
- 1.5 Sanitary Sewer Plan and Profile Sheets
- 1.6 Standard Details
- 1.7 Special Details
- 1.8 Erosion Control
- 1.9 Construction Phasing

**2.0 RIGHT-OF-WAY / EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way/Easement Plans;
- 2.2 Individual Legal Description Documents for permanent and temporary construction easements;
- 2.3 Individual Easement Detailed Drawing with Existing Easements Shown
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide easement and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed forty (40) parcels**, at agreed upon unit price \$200.00 per parcel).

**3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract:

**4.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

**5.1 Bid Documents:**

- 5.1.1 Electronic bid proposal in format provided.
- 5.1.2 Written description of construction project.
- 5.1.3 Construction duration in calendar days.

**5.2 Project Conditions:**

- 5.2.1 Special Conditions.

**5.3 Construction Specifications**

**5.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

**6.1 Drawings:**

- 6.1.1 CAD files (AutoCAD Version 18 or earlier) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

[The remainder of this page intentionally left blank]

**ATTACHMENT C  
TO  
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ELM CREEK TRUNK LINE IMPROVEMENTS  
PROJECT NO. S.1606**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 5th day of November, 2019.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
COWAN GROUP ENGINEERING, LLC  
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PROJECT NO. S.1606**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 5th day of November, 2019.

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1** Task 1. Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 165,800.00 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2** Task 1.1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 20,000.00 (pricing includes one- time staking of an assumed forty (40) parcels priced at \$200.00 per parcel) for the completion of the Land Survey, a component of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3** Task 1.2. Environmental Survey Payment: The OWNER shall pay the CONSULTANT an allowance not to exceed \$80,000.00 for the Environmental surveys required. All expenditures from this allowance are to be approved first by BAMA. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4** Task 2. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 93,600.00 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5** Task 3. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 19,600.00 for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6** Task 4. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 8,800.00 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.7 Task 5. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

## 2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019.

### Professional Services

|                                     |           |
|-------------------------------------|-----------|
| Principal Engineer                  | \$ 226.00 |
| Associate                           | \$ 180.00 |
| Client Manager                      | \$ 173.00 |
| Project Manager                     | \$ 165.00 |
| Project Engineer III                | \$ 156.00 |
| Project Engineer II                 | \$ 147.00 |
| Project Engineer I                  | \$ 137.00 |
| Engineer Level II                   | \$ 123.00 |
| Engineer Level I                    | \$ 113.00 |
| Engineering Technician II           | \$ 107.00 |
| Engineering Technician I            | \$ 98.00  |
| CAD Technician                      | \$ 89.00  |
| Survey Technician I                 | \$ 69.00  |
| Survey Manager                      | \$ 142.00 |
| Survey Crew                         | \$ 176.00 |
| Survey Crew Scanner                 | \$ 270.00 |
| Construction Services Administrator | \$ 132.00 |
| Resident Project Representative II  | \$ 104.00 |
| Resident Project Representative I   | \$ 97.00  |
| Administrative                      | \$ 100.00 |
| Clerical                            | \$ 71.00  |
| Intern                              | \$ 48.00  |

## 3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

## 4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
COWAN GROUP ENGINEERING, LLC  
FOR  
ELM CREEK TRUNK LINE IMPROVEMENTS  
PROJECT NO. S.1606**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 5th day of November, 2019. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

- |            |                                                                                        |                 |
|------------|----------------------------------------------------------------------------------------|-----------------|
| <b>1.0</b> | <b>PRELIMINARY DESIGN PHASE:</b>                                                       | <b>115 Days</b> |
| 1.1        | Notice to Proceed: (5 Days)                                                            |                 |
| 1.2        | Conduct Topographical Surveying: (30 days)                                             |                 |
| 1.3        | Submit Land Survey & Easements: (45 days)                                              |                 |
| 1.4        | Review, Prepare, and Submit Preliminary Plans and preliminary cost estimate: (30 days) |                 |
| 1.5        | Owner Review: (5 days)                                                                 |                 |
|            |                                                                                        |                 |
| <b>2.0</b> | <b>FINAL DESIGN PHASE:</b>                                                             | <b>90 Days</b>  |
| 5.1        | Notice to Proceed: (5 days)                                                            |                 |
| 5.2        | Prepare & Submit final (90%) plans and Specifications for City Review: (60 days)       |                 |
| 5.3        | Prepare final cost estimate: (5 days)                                                  |                 |
| 5.4        | Owner review: (5 days)                                                                 |                 |
| 5.5        | Prepare & Submit bid documents (100% plans and specifications): (15 days)              |                 |

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