

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
COUNTY LINE TRUNK SEWER IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NUMBER S.1609**

1.0 Professional Consulting Firm:

1.1	Name:	<u>Professional Engineering Consultants, P.A.</u>
1.2	Telephone No.:	<u>918-664-5400</u>
1.3	Address:	<u>4150 S. 100th East Ave., Tulsa, OK 74146-3609</u>

2.0 Project Name/Location: County Line Trunk Sewer Improvements. Project extents are from the confluence located just northeast of the intersection of E. Jasper Street (131st Street) and S. 9th Street (S. 177th E. Ave, Lynn Lane) to the intersection of E. Washington Street (91st Street) and 23rd Street (S 193rd E. Ave., County Line).

3.0 Statement of Purpose: Design for upsizing / replacing approximately 21,000 linear feet (4 miles) of sanitary sewer trunk lines and associated manholes. The line sizes for this trunk line will be as determined from the Wastewater Master Plan and will vary from 36-inch to 48-inch in diameter along the alignment.

4.0 Agreement Summary:

4.1	Agreement Amount:	<u>\$665,150.00</u>
4.2	Agreement Time:	<u>284 calendar days</u>
4.3	Estimated Construction Cost:	<u>\$11,500,000.00</u>

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (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: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
CONSULTANT**

This AGREEMENT, including Attachment A through E, between the Broken Arrow Municipal Authority (OWNER) and Professional Engineering Consultants, P.A. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to Improve the County Line Trunk Sewer (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 May 2016.

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 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - 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 7 - LIABILITY

7.1 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 8.

7.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER's 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 CONSULTANT's negligent or intentional acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, then they shall be borne by each party in proportion to each entity's own negligence.

7.3 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.

7.4 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 7 shall survive.

ARTICLE 8 - 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 9 - 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 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the CONSULTANT has acted in good faith and performed his duties in accordance with this AGREEMENT, CONSULTANT shall not be liable to OWNER for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any

contractor, subcontractor, vendor, or other PROJECT participant to fulfill contractual or other responsibilities to the OWNER, failure to finish or construct the PROJECT in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - 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 12 - 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 13 - 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. 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 14 - 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 15 - 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.

ARTICLE 15 - DELAY IN PERFORMANCE – continued

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 16 - COMMUNICATIONS

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

OWNER:	Broken Arrow Municipal Authority (BAMA) 485 North Poplar Avenue Broken Arrow, OK 74012-2336 Contact: Mr. Thomas D. Hendrix, P.E. Engineering Division Manager (City Engineer)
CONSULTANT:	Professional Engineering Consultants, P.A. 4150 South 100 th East Avenue, Suite 401 Tulsa, OK 74146-3609 Contact Name: Ethan J.L. Edwards, P.E. Tulsa Division Manager/Principal

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

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 21, 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 8.

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 (I), 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.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:

Broken Arrow Municipal Authority

Approved as to form:

By ICSM
City Attorney

By Michael L. Spurgeon, City Manager

Date _____

Attest:

Secretary

CONSULTANT:

Professional Engineering Consultants, P.A.

By Ethan J. L. Edwards
Principal Ethan J.L. Edwards

(CORPORATE SEAL) if applicable

ATTEST: Richard A. Schlitt
Secretary Richard A. Schlitt

Date 4/21/2016

VERIFICATIONS (If not a corporation)

State of Oklahoma)
)
 §

County of Tulsa)

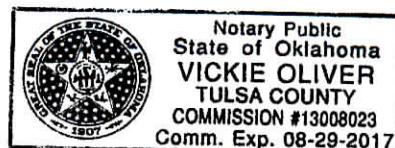
Before me, a Notary Public, on this 21st day of April, 2016, personally appeared Richard A. Schlitt, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: Secretary of CONSULTANT, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

08-29-2017

Vickie Oliver

Notary Public



ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER IMPROVEMENTS
PROJECT NUMBER S.1609

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of May, 2016.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of COUNTY LINE TRUNK SEWER 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 has money budgeted for the professional consultant fees. The CONSULTANT also understands that the owner intends to request a loan for the right of way and construction funds for this project. 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: Geotechnical Investigations, Survey, SWP3, Temporary Construction Easement documents, Environmental Information Document, FACT Engineering Report, Engineering Report Form and ODEQ Permit Documents, Construction Meetings, and Preparation of Construction Plans and Specifications are included as a part of the scope for the project.

2.0 PROJECT SCOPE

2.1 Consult with OWNER: (1) to review the scope of work, (2) to verify the OWNER's requirements for the project, and (3) to review available data.

2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining data or services from others, and assist the OWNER in connection with any such services.

2.3 Prepare a schedule showing key project milestones. The schedule will be updated periodically and sent to the OWNER.

2.4 Attend progress meetings to be held at the OWNER's office in Broken Arrow, Oklahoma and other meetings as requested by OWNER.

2.5 Making site visits as needed for the purpose of condition assessment of the existing pipes in the project area.

2.6 CONSULTANT shall provide consulting services as follows:

Geotechnical Coordination

Topographical Survey Coordination

Public Utility Design Relocations

Governmental Agency Coordination

Coordinate gas, electric, and other utility locations service with private utility companies.

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.

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 Review as built data supplied by the Owner for the existing line.

3.2.2 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project. Control shall be in accordance with the OWNER'S Engineering Design criteria.

3.2.3 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.2.4 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.

3.2.5 Conduct all necessary geotechnical investigations including soil classifications, water table, water content and blow counts for not more than ten (10) bore holes along proposed route. Submit one (1) hard copy and one (1) electronic pdf of the geotechnical report.

3.2.6 Submit alignment options to Owner for review with conceptual construction estimates. Submit six (6) ½ size hardcopies and one

- 3.2.7 Prepare preliminary construction plans of proposed project.
- 3.2.8 Prepare preliminary special provisions.
- 3.2.9 Prepare preliminary quantity estimate.
- 3.2.10 Prepare preliminary estimate of construction costs using 15% contingency.
- 3.2.11 Submit seven (7) bound sets of ½ size prints and one (1) electronic pdf of the preliminary plans and technical specifications.
- 3.2.12 Prepare preliminary right of way maps showing existing easements. Submit seven (7) copies and one (1) electronic pdf.
- 3.2.13 Procure and provide Property Reports on all right-of-way acquisition parcels.
- 3.2.14 Conduct preliminary coordination with private and public utility companies.

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 Prepare Temporary Construction Easement and any necessary Permanent Easement documents based upon the comments received from the preliminary submittal. Submit one (1) original, one (1) copy with an electronic pdf.
- 3.3.2 Prepare Final Right-of-Way map showing all permanent and temporary construction easements. Submit three (3) ½ size hardcopies and one (1) electronic pdf.
- 3.3.3 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.3.4 Meet with utility companies and City of Broken Arrow departments to arrange for the relocation of utility facilities and services in conflict with the project. Review relocation plans and contracts submitted by the utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.3.5 Prepare and complete final design.
- 3.3.6 Prepare detailed construction plans in conformance with appropriate drafting standards.
- 3.3.7 Prepare final quantity estimates.
- 3.3.8 Prepare final estimate of construction costs with a 10% contingency.
- 3.3.9 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.3.10 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.3.11 Submit seven (7) bound sets of ½ size prints and one (1) electronic pdf of final construction plans and seven (7) sets of final contract bid documents to the Owner for distribution and review.
- 3.3.12 Submit five (5) sets of ½ size prints to all private utilities. Digital copies of the plans shall be supplied to the utilities at their request and subject to the Owner's approval.
- 3.3.13 Prepare Stormwater Pollution Prevention Plan report. Submit seven (7) copies and one (1) electronic pdf of the draft SWP3

report.

- 3.3.14 Incorporate final review comments and furnish two (2) completed signed/sealed SWP3 report and one (1) electronic pdf.
- 3.3.15 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings and electronic media (AutoCAD 2013 or earlier version and pdf format), one (1) master set of final specifications on electronic media (pdf format and Microsoft Word) and paper.

3.4 ENGINEERING REPORT & ENVIRONMENTAL INFORMATION DOCUMENT: 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 Prepare an engineering report as required for funding agency (FACT format).
- 3.4.2 Preparation an environmental information document as required per OWRB Clean Water Loan program.
- 3.4.3 Complete necessary forms for Oklahoma Department of Environmental Quality construction permitting.
- 3.4.4 Provide maps showing preliminary alignment, project cost estimate and project schedule for use in the engineering report.
- 3.4.5 Provide six (6) copies and one (1) electronic pdf of the draft engineering report for review by OWNER.
- 3.4.6 Provide six (6) copies and one (1) electronic pdf of the draft environmental information document for review by OWNER.
- 3.4.7 Meeting with the OWNER to go over comments on the draft report.
- 3.4.8 Revise the engineering report and environmental information document per OWNER'S comments and submit three final copies and one (1) electronic pdf for OWNER'S files and the appropriate number of copies for submittal to OWRB and ODEQ.
- 3.4.9 Participate in the Public Hearing for the environmental information document.

3.5 BID ASSISTANCE 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 Assist the Owner, as requested, in advertising the Project for bids for construction.
- 3.5.2 Conduct a pre-bid conference, if requested by Owner.
- 3.5.3 Serve as the technical question point of contact during bidding and if required, draft any necessary addenda to clarify Contract documents.
- 3.5.4 Prepare bid tabulation, if requested, and provide recommendation for award.

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

- 3.6.1 Attend a pre-construction conference with the OWNER and Contractor.

- 3.6.2 Conduct site visits during the construction of the project at the request of the OWNER.
- 3.6.3 When requested by the OWNER, consult and advise the OWNER during construction and make recommendations to the OWNER regarding materials and workmanship.
- 3.6.4 When requested by the OWNER, review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data pursuant to the General Conditions of the Construction Contract.
- 3.6.5 Interpret the intent of the plans and specifications for the OWNER and the Contractor. 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.
- 3.6.6 Conducting, with the OWNER's representative, a final 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.

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

- 3.7.1 Incorporate changes into the drawings and produce Record Drawings.
- 3.7.2 Submit one (1) set of record drawings on reproducible media.
- 3.7.3 Submit record drawings on electronic media (AutoCAD 2013 or earlier version and a pdf file).
- 3.7.4 Submit any revisions to the Design Manual caused by construction changes.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER IMPROVEMENTS
PROJECT NUMBER S.1609

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following compensation and hourly rates shall apply as described in Attachment B and shall be made a part of the AGREEMENT dated the _____ day of May, 2016.

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

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Right of Way Map;
- 1.4 Survey Sheets showing Bench Marks, Construction Reference Line, etc.:
- 1.5 Sanitary Sewer Line Plan and Profiles;
- 1.6 Standard Construction Details; and
- 1.7 Standard Construction Drawings.

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

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report (Property Reports); and;
- 2.7 Individual Property Appraisal Request Form.

3.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Stormwater Pollution Prevention Plan (SWP3).
 - 3.1.1 Report;
 - 3.1.2 Owner, Contractor and Engineer's Certifications;
 - 3.1.3 Approved Grading/Erosion Control Construction Plans
 - 3.1.4 Standard Erosion Control Details;
 - 3.1.5 Inspector's Report Forms; and
 - 3.1.6 Oklahoma General Permit OKR10.

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 4.1 Wastewater Collection System Design (Title 252: Chapter 656):
 - 2.2.1 Gravity flow analysis showing flow velocities;
- 4.2 Other Engineer Design Calculations.

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

- 5.1 Advertisement Documents:
 - 5.1.1 Advertisement for bids;
 - 5.1.2 Notice to Bidders;
 - 5.1.2 Information to Bidders;
- 5.2 Bid Documents:
 - 5.2.3 Bid Proposal;
 - 5.2.4 Bid Affidavit;
 - 5.2.5 Bid Bond;
- 5.3 Agreement Documents:
 - 5.3.1 Agreement;
 - 5.3.2 Bonds (Performance, Payment, and Maintenance);
 - 5.3.3 Bond Certification;
 - 5.3.4 Change Order;
 - 5.3.5 Work Directive;
 - 5.3.6 Pay Estimate Form;
 - 5.3.7 Release of Claimant;
- 5.4 Project Conditions:
 - 3.4.1 General Conditions;
 - 3.4.2 Special Conditions;
- 5.5 Construction Specifications.

**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
COUNTY LINE TRUNK SEWER IMPROVEMENTS
PROJECT NUMBER S.1609**

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 ____ day of May, 2016.

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
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment A and shall be made a part of the AGREEMENT dated the ___ day of May, 2016.

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 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$465,765.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$129,375.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Engineering Report and Environmental Information Document Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$37,185.00 for the completion of the Engineering Report and Environmental Information Document. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bid Assistance/Construction Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum not to exceed amount of \$21,635.00 for the completion of the Bid Assistance/Construction Services Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum not to exceed amount of \$11,190.00 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 OTHER SERVICES BASED ON TIME

The hourly rates set forth in Professional Engineering Consultants, PA 2016 Rate Schedule Attachment A include all salaries, benefits, overhead and other indirect

costs including federal, state, and local taxes, plus profit and are effective for 2016.

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.

ATTACHMENT E
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PROJECT SCHEDULE

The following schedule supplied by the Consultant shall be made a part of the AGREEMENT dated the _____ day of May, 2016.

1.0 PRELIMINARY DESIGN PHASE:

- 1.1 Notice to Proceed:
- 1.2 Submit Preliminary Alignment Options: Sixty (60) Calendar Days from notice to proceed on this phase.
- 1.3 Submit Preliminary Construction Plans: One hundred five (105) calendar days from notice to proceed on this phase.
- 1.4 Owner Review: Fifteen (15) calendar days
- 1.5 Submit Right of Way Acquisition Documents: Thirty (30) calendar days from notice to proceed on this phase.

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed:
- 2.2 Submit Final Construction Plans and Specifications: Fifty (50) calendar days
- 2.3 Owner Review: Fifteen (15) calendar days

3.0 BIDDING PHASE:

- 3.1 Advertise Construction Plans and Contract Documents: As required

4.0 CONSTRUCTION SERVICES PHASE:

- 4.1 Construction Services: As required