

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
37TH STREET REGIONAL DETENTION
PROFESSIONAL CONSULTANT AGREEMENT
SW1312-2**

1.0 Professional Consulting Firm:

- 1.1 Name: AAB Engineering, LLC
- 1.2 Telephone No.: 918-514-4283
- 1.3 Address: 17 E 2nd Street, Sand Springs, OK 74063

2.0 Project Name/Location: 37th Street Regional Detention

3.0 Statement of Purpose: The City of Broken Arrow intends to construct a regional stormwater detention facility within the Adams Creek Floodplain on the west side of 37th Street. Included, but not limited to, final design and construction documents for the 37th Street Regional Detention Facility, CLOMR and LMOR preparation and USACE nationwide permit documents.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$ 51,500.00
- 4.2 Agreement Time: 147 calendar days
- 4.3 Estimated Construction Cost: N/A

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: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
AAB ENGINEERING, LLC
FOR
37TH STREET REGIONAL DETENTION
SW1312-2**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and AAB Engineering, LLC (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to construct a regional stormwater detention facility within the Adams Creek Floodplain near 37th Street and Omaha Street (PROJECT) in 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 23rd day of February, 2015.

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: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Jeff Bigby, P.E.
Stormwater Manager

CONSULTANT: AAB Engineering, LLC
PO Box 2136
Sand Springs, OK 74063
Contact: Mr. Alan Betchan, P.E.

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 attorneys 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:

City of Broken Arrow

Approved as to form:

By Lesli Myers
Asst. City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

AAB Engineering, LLC

By Alan Betchan

[Signature]
President

Date 12-7-2015

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 7 day of December, 2015, personally appeared Alan Betchan, known to be the President of AAB Engineering, LLC, 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:
11/20/2019

Amber Betchan
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
AAB ENGINEERING, LLC (CONSULTANT)
FOR
37TH STREET REGIONAL DETENTION
SW1312-2**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of December, 2015.

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 37th Street Regional Detention. These documents may include, but is not limited to, the following: construction documents for the regional detention facility conceptually planned at 37th Street, CLOMR and LOMR preparation, and USACE nationwide permit request.

In addition, the CONSULTANT understands that the OWNER has \$730,000 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. 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: The project will consist of construction documents for the master planned facility including any phasing and permitting associated with it.

2.0 PROJECT SCOPE

Preparation of construction documents for a regional detention facility largely conforming to the design presented in the approved Conceptual Report prepared by AAB Engineering dated August 5, 2015.

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 confirm 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 Perform an as-built survey verifying existing sanitary sewer location and configuration.
 - 3.2.2 Prepare preliminary grading and erosion control plans for the proposed facility.
 - 3.2.3 Prepare initial backwater analysis to FEMA standards for the conceptual design.
 - 3.2.4 Prepare a preliminary road profile and culvert design for the 37th Street crossing.
 - 3.2.5 Perform preliminary detention facility layout and design (grading plans and cross sections).
 - 3.2.6 Prepare preliminary construction plans of remaining standard sheets for PROJECT.
 - 3.2.7 Prepare preliminary CLOMR submittal for City review prior to submittal to FEMA.
 - 3.2.8 Prepare preliminary special provisions and specifications.
 - 3.2.9 Prepare preliminary quantity estimate.
 - 3.2.10 Prepare preliminary construction cost estimate using 15% to 20% contingency.
 - 3.2.11 Submit eight (8) bound sets of ½ size prints and one (1) set of full-size prints (if required) of the preliminary plans.
 - 3.2.12 Attend and participate in one (1) preliminary (65%) design review meeting at OWNER'S offices.
- 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 Conduct all necessary design functions required to complete the final design phase of the PROJECT.
 - 3.3.2 Review 37th Street plans for conformance with design intent.
 - 3.3.3 Prepare and complete final design.
 - 3.3.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.3.5 Prepare final quantity estimates.
 - 3.3.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.3.7 Prepare OWNER'S Contract Documents, which includes all necessary construction plans, specifications and bid documents. All documents shall be suitable for original camera-ready copy.
 - 3.3.8 Prepare contract proposals in units compatible with OWNER'S specifications.
 - 3.3.9 Complete CLOMR permit documents and required submittal information in accordance with FEMA regulations and standards of practice.

- 3.3.10 Complete USACE permit documents and required submittal information in accordance with agency's regulations and standards of practice (Nationwide Permit Only).
 - 3.3.11 Submit eight (8) bound sets of ½ size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, eight (8) sets of final contract bid documents and eight (8) sets of ½ size prints of final OWNER utility relocation plans, if required, 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 Coordinate with all permitting agencies and prepare responses as required to address questions during construction permitting process.
 - 3.3.14 Attend and participate in one (1) final (90%) design review meeting at OWNER'S offices.
 - 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, one (1) set of final drawings on reproducible media (vellum) and electronic media (AutoCAD 2008 or later version), one (1) master set of final specifications on electronic media and paper.
- 3.4 BIDDING SERVICES/RECORD DRAWING 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 Assist the OWNER, as requested, in advertising the PROJECT for bids for construction.
 - 3.4.2 Conduct a pre-bid conference, if requested by OWNER.
 - 3.4.3 Serve as the point of contact for technical questions that arise during bidding and if required, draft any necessary addenda to clarify Contract Documents.
 - 3.4.4 After construction, Consultant shall incorporate changes into the drawings and produce Record Drawings.
 - 3.4.5 Submit one (1) set of record drawings on reproducible media (mylar).
 - 3.4.6 Submit record drawings on electronic media (AutoCAD 2013 or later version).
- 3.5 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.6 FEMA LETTER OF MAP REVISION 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 Perform an as-built topographical survey of the constructed improvements.
 - 3.6.2 Prepare an as-built backwater analysis of the constructed improvements.
 - 3.6.3 Prepare a Letter of Map Revision for submittal to FEMA.
 - 3.6.4 Coordinate with FEMA through LOMR review and approval.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
AAB ENGINEERING, LLC (CONSULTANT)
FOR
37TH STREET REGIONAL DETENTION
SW1312**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following required documents in Attachment B shall be submitted to the OWNER in final format and shall be made a part of the AGREEMENT dated the ____ day of _____, 2015.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan:
- 1.1 Title Sheet;
 - 1.2 Pay Quantities and Pay Item/General Notes;
 - 1.3 Erosion/Sediment/Runoff Control Plans and Details;
 - 1.4 Detention Facilities Plans and Details;
 - 1.5 Required Cross Sections;
 - 1.6 Standard Construction Details; and
 - 1.7 Standard Construction Drawings.
- 2.0 UTILITY EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT as required, the following documents:
- 2.1 Detention Dedication Plans;
 - 2.2 Individual Legal Description Documents for permanent easements 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
- 3.0 COMPLIANCE/PERMITTING DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT as required, the following documents:
- 3.1 OWNER'S Earth Change Permit;
 - 3.2 OWNER'S Floodplain Permit, if applicable;
 - 3.3 OWNER'S OKR10 Discharges of Stormwater from Construction Site meeting State of Oklahoma Department of Environmental Quality requirements;
 - 3.4 State of Oklahoma Department of Environmental Quality (ODEQ) Stormwater Pollution Prevention Plan (SWP3), if required:
 - 3.4.1 SWP3 Report;
 - 3.4.2 Owner, Contractor and Engineer's Certifications;
 - 3.4.3 Approved Grading/Erosion Control Construction Plans;
 - 3.4.4 Standard Erosion Control Details;
 - 3.4.5 Inspector's Report Forms; and
 - 3.4.6 Engineering Report.
 - 3.5 FEMA Conditional Letter of Map Revision
 - 3.6 FEMA Letter of Map Revision

- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 4.1 Stormwater/Drainage Calculations
 - 4.1.1 Peak Drainage Runoff Discharges and Collection Point Analysis;
 - 4.1.2 Energy Gradient/Hydraulic Gradient Lines associated with Peak Runoff Discharge in Conveyance System;
 - 4.1.3 Detention Storage Volumes and Routing Rates;
 - 4.1.4 Detention Outfall Hydraulic Performance Calculations;
 - 4.1.5 Simplified Dam Breach Analysis calculations performed in accordance with OWRB Design Guidelines;
 - 4.2 Other Engineer Design Calculations as required to complete the AGREEMENT.
- 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:
 - 5.4.1 General Conditions;
 - 5.4.2 Special Conditions;
 - 5.5 Construction Specifications:
 - 5.5.1 Standard Construction Specifications;
 - 5.5.2 Special Construction Specifications.

**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
AAB ENGINEERING, LLC (CONSULTANT)
FOR
37TH STREET REGIONAL DETENTION
SW1312-2**

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 December, 2015.

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'S 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 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 coordination, costs and filing of the required legal documents, if necessary;
- 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; and
- 1.7 OWNER shall be responsible for all permit fees from government (i.e. USACE/FEMA) or private (i.e. gas/electric companies) agencies associated with the PROJECT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
AAB ENGINEERING, LLC (CONSULTANT)
FOR
37TH STREET REGIONAL DETENTION
SW1312-2**

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 ____ day of December, 2015.

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 \$ 24,900 for the services rendered as a part of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$11,700 for the services rendered as a part of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.3 Bidding Services/Record Drawing Phase Payment. The OWNER shall pay the CONSULTANT a lump sum amount of \$1,700 for the services rendered as a part of the Bidding Services/Record Drawing Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.4 FEMA Letter of Map Revision Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 13,200 for the services rendered as a part of the FEMA Letter of Map Revision Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.

2.0 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.

3.0 MILEAGE

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

4.0 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.

5.0 ADJUSTMENT CLAUSE

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

6.0 ADDITIONAL SERVICES

OWNER and CONSULTANT agree that during the course of design certain specific unforeseen conflicts and/or opportunities may arise that are not specifically addressed in the SCOPE OF SERVICES. These conflicts and/or opportunities may create a need for Additional Services not identified by the AGREEMENT. OWNER may request a proposal for time and cost in accordance with the CONSULTANT Rate Schedule attached as Exhibit D-1. Additional Services may be incorporated into this AGREEMENT upon the written authorization by the OWNER and corresponding written acceptance by the CONSULTANT.

EXHIBIT D-1

Professional Services

Project Engineer	\$95.00
Professional Surveyor	\$90.00
Engineering Technician	\$65.00
Clerical/Administrative	\$45.00

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
AAB ENGINEERING, LLC (CONSULTANT)
FOR
37TH STREET REGIONAL DETENTION
SW1312**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2015.

2.0 PRELIMINARY DESIGN PHASE: (84 DAYS)

- 2.1 Notice to Proceed: Week 1
- 2.2 Field Survey and Topo Incorporation: Week 1-2
- 2.3 Prepare Preliminary Plans: Week 2-9
- 2.4 Submit Preliminary Construction Plans: Week 9
- 2.5 Owner Review: Week 10-12

3.0 FINAL DESIGN PHASE: (63 DAYS)

- 3.1 Notice to Proceed: Week 13
- 3.2 Prepare Final Documents: Week 13-17
- 3.3 Submit Final Documents for Review: Week 17
- 3.4 Owner Review: Week 18-21

EXHIBIT E-1
A/E's PROPOSED SCHEDULE

**Exhibit E-1-Project Schedule
37th Street Regional Detention**

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35	Week 36	Week 37	Week 38	Week 39	Week 40		
Field Survey																																										
Preliminary Plan Preparation																																										
Initial Contact with Corp on 404 Permitting																																										
Submit Preliminary Road Profile & Culvert Design																																										
Preliminary CLOMR Preparation																																										
City Review of Preliminary Plans																																										
City Review of CLOMR																																										
Final Plan Preparation																																										
COE 404 Review																																										
City Review of Final Plans																																										
Prepare Bid Documents																																										
CLOMR Revisions and Submittal																																										
FEMA Review of CLOMR																																										

Preliminary Road Profile and Culvert Design: 42 Calendar Days
 Preliminary Plan and CLOMR Submittal: 63 Calendar Days
 Final Plan Submittal: 126 Calendar Days
 CLOMR Submittal to FEMA: 147 Calendar Days
 Estimated Construction Start: 280 Calendar Days