

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BENHAM DESIGN, LLC
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

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

WITNESSETH:

WHEREAS, OWNER intends to improve the intersection of Washington Street and 23rd Street (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

This AGREEMENT shall be effective upon signature of both parties.

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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. 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. OWNER and CONSULTANT agree that the services to be performed under this Agreement by the CONSULTANT shall be as an independent contractor.

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 and Additional Services. CONSULTANT shall submit invoiced requesting payment for services rendered to the City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date of the invoice.

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 defend, 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. 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 and/or schedule, 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 Consultant 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: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Engineering Department Manager

CONSULTANT: Benham Design, LLC
15 West 6th Street, Suite 900
918.492.1600

Contact Name: Shannon Koeninger, PE
Director of Engineering, Tulsa Office

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

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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:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

Attest:

City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Benham Design, LLC

By: Adam B. West

Adam B. West, PE, Sr. Vice
President

Date: 3/4/2025

(CORPORATE SEAL, IF APPLICABLE)



Attest:

Nancy Rhoads
Notary Public Assistant Secretary

Date: 3-4-2025

VERIFICATION

State of OKLAHOMA)
) §
County of OKLAHOMA)

Before me, a Notary Public, on this 10 day of March, 2025, personally appeared Adam West, known to be to be the (President, Senior Vice-President, Corporate Officer, Member, or Other: _____) of Benham Design, LLC, 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:

06/28/25 #21008523

Kim Kirkpatrick
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
BENHAM DESIGN, LLC
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Washington Street widening from the east end of Project No. ST21130 to 600 feet east of 23rd Street. In addition, widening of 23rd Street, 1150 feet north and 1750 feet south of the 23rd Street and Washington Street intersection will be included in the construction documents. 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.

Furthermore, CONSULTANT understands: This project consists of improvements and widening of Washington Street from the east end of Project No. ST21130 to 600 feet east of 23rd Street and widening of 23rd Street, 1150 feet north and 1750 feet south of the 23rd Street and Washington Street intersection. The project shall include widening the existing two-lane asphalt roadways to three lane sections with the addition of shoulders, open ditch drainage, sidewalk/trail (for the Washington Street widening only), as well as design of water and sewer line relocations/upgrades as required. Replacement of the existing bridge located on Washington Street west of the intersection and the existing bridge located on 23rd Street south of the intersection, along with miscellaneous structures shall be included as part of the design project. The construction of a new traffic signal at Washington St. & 23rd St is to be included with this project. A warrant analysis is being independently conducted by the City of Broken Arrow. If the warrant analysis determines that a roundabout may be feasible for the intersection improvements, a conceptual plan view graphic will be created and submitted to the City of Broken Arrow prior to the 30% plan submittal. Detailed design of a roundabout is not included and will be added by supplement if the City of Broken Arrow decides to replace the existing intersection with a roundabout. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, and the coordination of utility relocations.

- 1.2 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.
- 1.3 The CONSULTANT understands that the OWNER has (\$ TBD) 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.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration for paving and structures and design the subgrade and pavement section(s); perform civil design including water and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures as well as bridge sizing/configuration. All structural and bridge design required for the project shall be performed by the CONSULTANT. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Bridge & Structural, Paving, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination

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 LAND SURVEY: 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 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 and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
 - 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
 - 3.2.4 Determine existing right-of-way and easements.
 - 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
 - 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 or earlier version) and one (1) PDF file of the final survey.
- 3.3 PLANNING AND CONCEPTUAL 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:
- 3.3.1 With CITY input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
 - 3.3.2 Develop conceptual plan for a one lane roundabout at the Washington Street and 23rd Street intersection.
 - 3.3.3 Develop conceptual plan for a maximum of 3 alternatives for the bridge on 23rd Street (the Washington Street bridge has gone through the Conceptual Design Phase under Project No. ST21130). Alternatives include replacement on alignment with a standard Reinforced Concrete Box and end sections, a prefabricated structure, and a conventional span bridge.
 - 3.3.4 For the 23rd Street bridge, perform conceptual stream/bridge hydraulics analysis and develop conceptual plan alternatives for bridge improvements. Alternatives include replacement on alignment with a standard Reinforced Concrete Box and end sections, a prefabricated structure, and a conventional span bridge. Services include:
 - Hydraulic calculations and modeling for Broken Arrow Creek with channel improvements to accommodate the bridge.
 - Determine preliminary bridge size, hydraulic opening, and roadway profile grade.
 - Establish bridge opening to accommodate no-rise conditions.
 - Prepare General Plan and Elevation for Bridge alternatives.
 - Prepare a Hydraulic Report summarizing the findings.
 - 3.3.5 Identify proposed retaining wall needs.
 - 3.3.6 Conduct all necessary geotechnical investigations and submit recommendations to the OWNER for project sub-grade and pavement.
 - Pavement and Subsurface Soil Survey
 - 3.3.7 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
 - 3.3.8 The Planning and Conceptual Design Phase submittal shall include:

- Land Survey
- Hydraulic Report
- Geotechnical Pavement & Subsurface Soil Survey Report
- Title Sheet
- Typical Sections
- Right-of-Way Map & Data (Existing Right-of-Way)
- Survey Data Sheet
- Plan and Profiles (Conceptual)
- One lane roundabout at Washington Street and 23rd Street intersection (Conceptual)
- General Plan and Elevation for Bridge (Conceptual, for a maximum of 3 alternatives)
- Construction Sequence for Bridge (Conceptual, for a maximum of 3 alternatives)
- Identify Sanitary Sewer Relocations on P&P
- Identify Waterline Relocations on P&P

3.3.9 Perform Quality Control review.

3.3.10 Prepare conceptual construction cost estimate using 20% contingency.

3.3.11 Submit three (3) bound sets of 1/2 size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version) and one (1) PDF file of the Conceptual design.

3.3.12 Conceptual Design Review.

3.3.13 Attend a meeting with the CITY to review the Planning and Conceptual Design Phase submittal and provide meeting minutes.

3.4 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:

3.4.1 All necessary geotechnical investigations and submit recommendations to the OWNER. A geotechnical investigation for bridge foundation will be included as a supplement, if needed.

3.4.2 All necessary geotechnical investigations for retaining wall designs will be included as a supplement, if needed.

3.4.3 Retaining wall design and detailing will be included as a supplement, if needed.

3.4.4 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25. Summarize storm sewer drainage on design summary included in plans. Storm sewer calculations will not be provided.

3.4.5 Perform preliminary roadway geometric layout and design.

3.4.6 Update preliminary bridge layout as needed (2 bridges).

3.4.7 Prepare traffic signal plans for Washington St & 23rd St.

3.4.8 Prepare preliminary construction plans and details as necessary for proposed project, including waterline and sanitary sewer relocations, if needed.

3.4.9 Identify "Ultimate" right-of-way required to accommodate construction of project and necessary utility relocation.

3.4.10 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.

3.4.11 Conduct pre-final coordination with private and public utility companies.

3.4.11.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals

- from private utility companies.
- 3.4.11.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to CITY approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.4.11.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.4.12 Prepare preliminary quantity estimate.
- 3.4.13 Prepare preliminary construction cost estimate using 15% contingency.
- 3.4.14 The Preliminary Design Phase submittal shall include:
- Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right of Way Map with proposed right of way
 - Project Drainage Area Map
 - Right-of-Way Map & Data
 - Survey Data Sheet
 - Plan and Profiles
 - General Plan and Elevation for Bridge (2 bridges)
 - Construction Sequence for Bridge (2 bridges)
 - Traffic Signal Layout Plan
 - Sanitary Sewer Relocation Sheets, as necessary
 - Waterline Relocations Sheets, as necessary
 - Cross Section Sheets
- 3.4.15 Perform Quality Control review.
- 3.4.16 Submit three (3) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), and one (1) PDF file of the Preliminary plans.
- 3.4.17 Preliminary Design Review.
- 3.4.18 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.5 RIGHT-OF-WAY DESIGN PHASE: After receiving Notice to Proceed of the Preliminary Design and after design has reached a point that Right-of-Way needs can be established, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Prepare “Ultimate”, see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the comments received from the preliminary design review and coordination with utility companies.
- 3.5.1.1 Prepare “Ultimate” right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.
- 3.5.1.2 Prepare Right-of-Way map/plan sheet(s).
- 3.5.1.3 Procure and provide Property Reports on unplatted properties (**40**) and properties with less than “Ultimate” Right-of-Way currently provided, for a total of **40** parcels (**assumed for initial estimating purposes**).
- 3.5.1.4 Provide acquisition support services.
- 3.5.1.5 Submit, **following the preliminary design review meeting**, three (3) bound sets of ½ size plan sheets and one set of legal instruments, in both Microsoft Word and PDF formats, indicating “Ultimate” right-of-way documents for the project final taking/acquisitions requirements.

- 3.5.2 Provide one time only right-of-way staking services for **40** parcels (**assumed for initial estimating purposes**).
- 3.6 FINAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.6.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.6.2 Coordinate with FEMA and prepare the CLOMR and LOMR Application. The CITY shall be responsible for all associated fees.
 - 3.6.3 Finalize utility relocation coordination as necessary.
 - 3.6.4 Prepare and complete final design.
 - 3.6.5 Perform final bridge design for 2 bridges for standard RCB's and end sections with phased construction including:
 - Prepare bar lists, plan quantities, general notes, and pay items.
 - 3.6.6 Final retaining wall design and plans, including the following, will be included as a supplement, if needed.
 - Prepare steps in wall height and footing elevations.
 - Prepare final retaining wall design calculations and drawings.
 - Prepare bar lists and plan quantities.
 - 3.6.7 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.6.8 Prepare final quantity estimates.
 - 3.6.9 Prepare final estimate of construction costs with a 10% contingency.
 - 3.6.10 The Final Design Phase submittal shall include:
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantity & Miscellaneous Summaries
 - Summary of Drainage Structures
 - Storm Water Management Plan (SWP3)
 - Project Drainage Area Map
 - Right-of-Way Map & Data
 - Survey Data Sheet
 - Plan and Profiles
 - Waterline Relocation Sheets, as necessary
 - Sanitary Sewer Relocation Sheets, as necessary
 - Intersection Details
 - Miscellaneous Detail Sheets
 - General Plan and Elevation for Bridge (2 bridges)
 - Bridge Construction Phasing (2 bridges)
 - ODOT Standard RCB Drawings (2 bridges)
 - Special Structural Details
 - Signing & Striping
 - Traffic Signal Layout Plan
 - Signal Phase Diagram
 - Wiring Diagram
 - Traffic Signal Design Tables
 - Construction Sequencing/Traffic Control
 - Cross Sections
 - Standard Construction Drawings
 - 3.6.11 Perform Quality Control review.
 - 3.6.12 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.
- 3.6.13 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.6.14 Submit three (3) bound sets of ½ size prints of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of ½ size prints of final City utility relocation plans, if required, to the OWNER for distribution and review
 - 3.6.15 Final Design Review.
 - 3.6.16 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
 - 3.6.17 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
 - 3.6.18 Perform Quality Control review.
 - 3.6.19 Incorporate final review comments and furnish one (1) complete set of contract documents, three (3) ½ size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred, or earlier version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
- 3.7 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:
- 3.7.1 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 and electronic bid proposal).
 - 3.7.2 Attend and conduct a pre-bid conference as required by OWNER.
 - 3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
 - 3.7.4 Assist in preparing addenda and addenda plan sheets as required.
- 3.8 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:
- 3.8.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.8.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).
 - 3.8.3 Submit any revisions to the Design Manual caused by construction changes.
 - 3.8.4 Coordinate with FEMA and prepare the LOMR application. The CITY shall be responsible for all associated fees.
- 3.9 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
- 3.10 EXTRA WORK: Extra Work will be as directed by the CITY in writing for an additional fee as agreed upon by the CITY and the ENGINEER. The following items are not included under this agreement, but will be considered as extra work:
- 3.10.1 Retaining wall design and plans.
 - 3.10.2 Design and details of non-standard RCB and/or end sections.

- 3.10.3 Design and details of prefabricated structure.
- 3.10.4 Design and details of conventional span bridge.
- 3.10.5 Geotechnical investigation for bridge.
- 3.10.6 Geotechnical investigation for retaining wall.
- 3.10.7 Roundabout design.
- 3.10.8 Biological Studies Report, Species Assessment.
- 3.10.9 Biological Studies Report, Potential and Wetlands Evaluation.
- 3.10.10 Cultural Resources Report.
- 3.10.11 NEPA Evaluation.
- 3.10.12 Redesign for the CITY's convenience or due to changed conditions after previous alternate direction and/or approval.
- 3.10.13 Submittals or deliverables in addition to those listed herein.
- 3.10.14 Pavement Design beyond that furnished in the Geotechnical Report.
- 3.10.15 Design of any utility relocations other than water and sewer.
- 3.10.16 Street lighting or other electrical design.
- 3.10.17 No other construction services shall be provided beyond those listed in Section 3.7.
- 3.10.18 Construction materials testing.
- 3.10.19 Construction submittal review.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
BENHAM DESIGN, LLC
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ___ day of _____ 2025.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 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 Reort;
 - 2.5 Surveyor's Certification Document;
 - 2.6 Ownership Certification and Property Report; and;
 - 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 40 parcels for estimating purposes**, at agreed upon unit price per parcel).
- 3.0 GEOTECHNICAL REPORT:** The CONSULTANT shall submit in-full, geotechnical services, coordination, and report in accordance with City requirements.
- 4.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
 - 4.1 Hydrology and Hydraulic Calculations
 - 4.2 Overall Project Drainage Map
 - 4.3 Drainage Summary Tables
 - 4.4 Stormwater Pollution Prevention Plan (SWP3)
- 5.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 6.0 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.
- 7.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.

- 7.1 Structural Design Calculations.
- 7.2 Water Analysis Calculations (to be added as a supplement if required).
- 7.3 Wastewater Collection System Design (to be added as a supplement if required).
- 7.4 Other engineering design calculations

8.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

- 8.1 Bid Documents
- 8.2 Project Conditions
- 8.3 Construction Specifications
- 8.4 Record Drawings

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
BENHAM DESIGN, LLC
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ___ day of _____ 2025.

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. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$31,290.00** for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$192,905.00** for the completion of the Planning and Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. Preliminary Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of **\$239,666.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Right-of-Way Design Phase: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of \$62,248 for ROADWAY for the completion of the Right-of-Way Phase. \$45,348 is LUMP SUM and includes labor and direct project expenses to set proposed Right-of-Way. \$18,900 is a Not to Exceed amount and is based upon an assumed 40 parcels priced at \$78.75 per parcel for Right-of-Way Document Review and \$236.25 per parcel for Property Reports, and 40 parcels priced at \$157.50 for Property Staking. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 5. Final Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of **\$266,312.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Assistance During Bidding Phase: The OWNER shall pay the CONSULTANT a **fee not to exceed** amount of **\$12,174.00** for the Assistance During Bidding Phase. This

amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.7 Task 7. Project Close-Out Phase:

1.7.1 Task 7.1. Project Close-Out Phase Payment Hydraulics (Not to Exceed): The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$20,202.00** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with coordination with FEMA for LOMR application.

1.7.2 Task 7.2. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$13,310.00** for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services

1.8 Task 8. Construction Assistance Phase (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 in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of _____ for engineering services.

Personnel Classification	Average Hourly Wage Rate
Sr. Project Manager	\$314.46
Project Manager	\$283.55
Sr. Civil Engineer	\$235.87
Civil Engineer	\$188.76
Jr. Civil Designer	\$126.78
Sr. Structural Engineer	\$222.90
Structural Engineer	\$186.96
Jr. Structural Designer	\$128.99
Sr. CADD Technician	\$172.75
CADD Technician	\$136.24
Jr. CADD Technician	\$109.91
Administrative	\$117.16

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 D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
BENHAM DESIGN, LLC
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

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 _____ 2025.

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, including USACE, DEQ and FEMA 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;
- 1.6 OWNER shall be responsible for inspecting and verifying the locations of all utility relocations; and
- 1.7 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 E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
COMPANY NAME
FOR
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT ST24220**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

- 1.0 LAND SURVEY PHASE: 74 Days**
- 1.1 Notice to Proceed (concurrent with Conceptual Design Phase):
 - 1.2 Conduct Topographical Surveying:
 - 1.3 Submit Land Survey:
 - 1.4 Owner Review:
- 2.0 PLANNING AND CONCEPTUAL DESIGN PHASE: 114 Days**
- 2.1 Notice to Proceed (concurrent with Land Design Phase):
 - 2.2
 - 2.3 Prepare & Submit Conceptual (30%) Plans:
 - 2.4 OWNER Review:
- 3.0 PRELIMINARY DESIGN PHASE: 100 Days**
- 3.1 Notice to Proceed (concurrent with R/W phase):
 - 3.2 Conduct Geotechnical Investigation & Provide Recommendations/Report
 - 3.3 Coordinate & Review utility relocation plans:
 - 3.4 Prepare & Submit Preliminary (60%) Plans:
 - 3.5 Owner Review
- 4.0 RIGHT-OF-WAY DESIGN PHASE: 74 Days**
- 4.1 Notice to Proceed (concurrent with preliminary design phase):
 - 4.2 Review & Submit "Ultimate" Right-of-Way Documents including: any additional right-of-way map/plans, instruments, closure reports, and certified property reports beyond the current R/W submitted.
 - 4.3 Owner Review:
 - 4.4 Right-of-Way Staking (as required for an assumed number of parcels):
- 5.0 FINAL DESIGN PHASE: 128 Days**
- 5.1 Notice to Proceed:
 - 5.2 Finalize utility relocation plans:
 - 5.3 Prepare & Submit final (90%) plans and Specifications for City Review:
 - 5.4 Prepare final cost estimate:

- 5.5 Prepare Design Report:
- 5.6 Owner review:
- 5.7 Prepare & Submit bid documents (100% plans and specifications):

6.0 ASSISTANCE DURING BIDDING PHASE:

- 6.1 Providing bid documents: To be determined.
- 6.2 Attend pre-bid conference: To be determined.
- 6.3 Answer RFI's & prepare addenda: To be determined.

7.0 PROJECT CLOSE-OUT PHASE:

- 7.1 Record Drawings: 30 days after receipt of contractor's red-lines
- 7.2 Revisions to Design Manual: 30 days after receipt of contractor's red-lines

8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

- 8.1 Construction assistance: Additional services to be negotiated separately as required