

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
NORTH 23RD STREET REHABILITATION  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. ST24210**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Professional Engineering Consultants, P.A.
- 1.2 Telephone No.: 918-664-5400
- 1.3 Address: 1924 South Utica Avenue, Suite 1400  
Tulsa, OK 74104

**2.0 Project Name/Location:** North 23<sup>rd</sup> Street Rehabilitation, Broken Arrow,  
OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their Professional services in order to prepare Construction Documents for roadway resurfacing of North 23rd Street (County Line Road) from East Kenosha Street to East Albany Street (not including intersections), including limited sidewalk construction on east side where gaps currently exist. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements (i.e. asphaltic concrete milling and resurfacing, curb, curb and gutter, sidewalk, curb ramps, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of the following: title sheet; paving repair/resurfacing plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction specifications, if needed.

**4.0 Agreement Summary:**

- 4.1 Agreement Amount:
- |                                 |                      |
|---------------------------------|----------------------|
| Construction Document Phase     | \$ 100,000.00        |
| Assistance During Bidding Phase | \$ 5,000.00          |
| <b>TOTAL AGREEMENT AMOUNT</b>   | <b>\$ 105,000.00</b> |
- 4.2 Agreement Time: 75 calendar days
- 4.3 Estimated Construction Cost: \$ 2,000,000.00

**5.0 Agreement Approved by the Owner on:** January 2, 2024

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
NORTH 23<sup>RD</sup> STREET REHABILITATION  
PROJECT ST24210**

This AGREEMENT, including Attachment A through Attachment F, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A., (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to repair various residential streets within the City of Broken Arrow (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. If construction phase services are included, the CONSULTANT shall be the OWNER'S representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**

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

**ARTICLE 5 - COMPENSATION**

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

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

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

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## **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 wrongful 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, along with OWNER's cost of defense, 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 as an Additional Insured and certificate holder on their certificates 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.

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#### **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 OWNER or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse to the extent allowed by law.

#### **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, 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.

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## **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 with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER 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, CONSULTANT'S 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. Zachary Smith, P.E., S.E.  
Transportation Division Manager

CONSULTANT: Professional Engineering Consultants, P.A.  
1924 South Utica Avenue, Suite 1400  
Tulsa, OK 74104  
(918) 664-5400

Contact Name: Ben Mabry, P.E.  
Principal-in-Charge

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

## **ARTICLE 26 – ELECTRONIC SIGNATURES**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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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:

**CONSULTANT:**

Professional Engineering Consultants, P.A.

By:

Joseph P. Surmeier, P.E., President

Date:

12-21-2023

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Date:

Attest:

Ben M. Mabry, P.E., VP of Municipal  
Transportation Engineering

Date:

12/21/2023

Approved as to form:

Trevor Dennis

Assistant City Attorney

**VERIFICATION**

State of Kansas )

County of Sedgewick ) §

Before me, a Notary Public, on this 21st day of December, 2023, personally appeared Joseph P. Surmeier, known to be to be the President of Professional Engineering Consultants, P.A., 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:

November 10, 2026

Notary Public





**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
NORTH 23<sup>RD</sup> STREET REHABILITATION  
PROJECT ST24210**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 2024.

**1.0 PROJECT UNDERSTANDING**

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for roadway resurfacing of North 23rd Street (County Line Road) from East Kenosha Street to East Albany Street (not including intersections), including limited sidewalk construction on east side where gaps currently exist. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements (i.e. asphaltic concrete milling and resurfacing, curb, curb and gutter, sidewalk, curb ramps, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of the following: title sheet; paving repair/resurfacing plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction specifications, if needed.

**2.0 PROJECT SCOPE**

- 2.1 The project consists of street rehabilitation, including asphaltic concrete milling and resurfacing, curb, curb and gutter, sidewalk, curb ramps, and adjusting manholes and valve boxes to grade along North 23rd Street from East Kenosha Street to East Albany Street (Project No. ST24210) in accordance with all current City of Broken Arrow specifications and MUTCD requirements.
- 2.1.1 The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2020 or newer), on which to show the work that will be necessary, consisting of the following:
- 2.1.1.1 Prepare an AutoCAD base map/drawing from aerial imagery for use in plan preparation.
- 2.1.1.2 Generate and display edge of pavement lines, back-of-curb and face-of-curb lines, concrete panel joints, sidewalk and ramps right-of-way and lot lines, driveway linework (where applicable) and street addresses from aerial imagery.
- 2.1.2 The CONSULTANT shall provide construction documents, consisting of

the following:

- 2.1.2.1 Identification and quantification of all elements (concrete pavement panels, curb, curb and gutter, driveways, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. slopes shall not be measured for compliance). Curb ramps shall be added in locations where sidewalk exists.
- 2.1.2.2 Preparation of construction plans and development of an engineer's estimate of construction cost for bidding purposes along with an Excel spreadsheet for the OWNER to utilize in preparation of the Bidding Documents.

### 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 meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.
- 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 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 for the Preliminary Phase of the project, and incorporate appropriate comments into the following phase.

- 3.2 **CONSTRUCTION DOCUMENTS 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 PRELIMINARY PLANS:

- 3.2.1.1 Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.
- 3.2.1.2 Prepare preliminary drawings for all proposed construction plan sets.
  - Title Sheet
  - Typical Section(s)
  - Pay Items and Notes Sheet
  - Sheet Key Map
  - Stormwater Pollution Prevention Plan



- Paving Repair Plan Sheets (delineating, and quantifying, elements requiring replacement and/or rehabilitation)
- Miscellaneous Details

3.2.1.3 Submit a half-size (11" x 17") PDF of all sets of preliminary plans for review by the OWNER

3.2.1.4 Submit an Engineer's Estimate of construction cost in PDF format for all sets of plans.

3.2.1.5 Attend meeting to review preliminary plans. It is understood that only (1) plan review meeting shall be conducted for the project.

### 3.2.2 FINAL PLANS:

3.2.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.2.2 Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.

3.2.2.3 For all plan sets, submit one (1) signed/sealed unbound set of half-size (11" x 17") drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer's Estimate of construction cost in PDF format.

3.3 **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:

3.3.1 Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required.

3.4 **CONSTRUCTION ASSISTANCE PHASE:** This phase is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT upon the request of the OWNER.

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**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
NORTH 23<sup>RD</sup> STREET REHABILITATION  
PROJECT ST24210**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 2024.

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

- 1.1 Title Sheet
- 1.2 Typical Section(s)
- 1.3 Pay Items and Notes Sheet
- 1.4 Stormwater Pollution Prevention Plan
- 1.5 Paving Repair Plan Sheets
- 1.6 Miscellaneous Details

**2.0 SPECIAL CONSTRUCTION SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

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**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
NORTH 23<sup>RD</sup> STREET REHABILITATION  
PROJECT ST24210**

**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 \_\_\_\_\_ 2024.

**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 Construction Documents Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$100,000.00** for the completion of the Construction Documents Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **\$5,000.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

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### **3.0 REPRODUCTION**

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

### **4.0 MILEAGE**

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

### **5.0 DIRECT COSTS**

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

### **6.0 ADJUSTMENT CLAUSE**

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

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**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
FOR  
NORTH 23<sup>RD</sup> STREET REHABILITATION  
PROJECT ST24210**

**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 \_\_\_\_\_ 2024.

**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 shall depict all utilities identified within project limits through review of aerial imagery or site observation;
- 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 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 E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
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AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
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PROJECT ST24210**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 2024.

**1.0 CONSTRUCTION DOCUMENTS PHASE:**

- 1.1 Notice to Proceed:
- 1.2 Preparation of Preliminary Plans: 40 calendar days
- 1.3 Owner Review: 14 calendar days
- 1.4 Preparation of Final Plans (signed/sealed): 21 calendar days
- 1.5 Total: 75 calendar days

**2.0 ASSISTANCE DURING BIDDING PHASE:**

- 2.1 Answer technical questions and prepare addenda: To be determined

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# ATTACHMENT F



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer .....	\$230
Senior Project Manager .....	\$210
Project Manager .....	\$190
Senior Engineer .....	\$185
Project Engineer .....	\$160
Senior Landscape Architect .....	\$175
Landscape Architect .....	\$125
Senior Planner .....	\$170
Planner .....	\$150
Design Engineer .....	\$130
Senior Technician .....	\$145
Design Technician .....	\$110
Senior Commissioning Agent .....	\$150
Commissioning Agent .....	\$125
GIS Specialist .....	\$145
GIS Analyst .....	\$115
Project Coordinator .....	\$100
Project Assistant .....	\$90
Senior Field Project Manager .....	\$190
Field Project Manager .....	\$150
Senior Inspector .....	\$155
Inspector .....	\$120
Senior Field Technician .....	\$100
Field Technician .....	\$80
Driller .....	\$105
Land Surveyor .....	\$135
Party Chief .....	\$115
Survey Technician .....	\$95
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

## REIMBURSABLES:

Infrared Camera .....	\$50/Hour
Structural Testing Equipment .....	\$50/Hour
Outside Consultants .....	Cost plus 10%
Reproduction & Photography .....	Cost plus 10%
Equipment Rental .....	Cost plus 10%
Material .....	Cost plus 10%
Vehicle Mileage .....	IRS Rate/Mile
Truck Mileage .....	\$0.70/Mile
ATV .....	\$20/Hour
GPS .....	\$50/Hour
3D Laser Scanner .....	\$150/Hour
Robotic Total Station .....	\$50/Hour
UAS .....	\$150/Hour
Mobile Lidar Unit .....	\$150/Hour
Drill Rig Use .....	\$75/Hour
Car Rental and Fuel .....	Cost plus 10%
Per Diem, Meals .....	Cost plus 10%
Per Diem, Lodging .....	Cost plus 10%
Deliveries and Overnight Mail .....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence .....	Cost plus 10%
Filing Fees .....	Cost plus 10%
Concrete Testing Equipment .....	\$10/Each
Nuclear Gauge Equipment .....	\$20/Each
Compression Tests of Cylinders .....	\$12/Each
Ultra Sonic Testing Equipment .....	\$50/Each
Semi-Trailer Mileage .....	\$3/Mile

\*\*The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.