

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
BROKEN ARROW INDUSTRIAL COLLECTOR STREET
ROADWAY AND WATERLINE DESIGN
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NUMBER _____

1.0 Professional Consulting Firm:

1.1 Name: Olsson Associates

1.2 Telephone No.: 918-376-4294

1.3 Address: 109 North Birch Street, Suite 200 Owasso, OK 74055

2.0 Project Name/Location: Industrial Collector Street and Waterline Design for
Industrial access in the vicinity of 9TH Street between
Houston Street and Washington Street in Broken Arrow

3.0 Statement of Purpose: Provide conceptual engineering and design for
approximately 2,700 linear feet of Industrial Collector Street in the vicinity of 9TH Street
between Houston Street and Washington Street in the City of Broken Arrow, including the
extension of a 12-inch water main along the new street. Preliminary and Final engineering
and preparation of construction plans are intended to be amended to this contract.

4.0 Agreement Summary:

4.1 Agreement Amount: \$27,000.00

4.2 Agreement Time: 45 calendar days

4.3 Estimated Construction Cost: \$1,800,000.00

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

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

6.0 Agreement Approved by the Owner on: _____

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to construct approximately 2,700 linear feet of Industrial Collector Street in the City of Broken Arrow, in the vicinity of 9TH Street between Houston Street and Washington Street, including the extension of a 12-inch water main along the new 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 ____ day of February 2017.

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

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 D, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, 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 8.

8.2 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.

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 7 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

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 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, 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 - 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. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: Olsson Associates
109 N. Birch Street, Suite 200
Owasso, OK 74055
Contact Name: Dayne L. Weierbach, P.E.
Project Manager

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

ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - THIRD PARTY RIGHTS

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

ARTICLE 24 - 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 25 - IMMIGRATION COMPLIANCE

25.1 Consultant shall demonstrate that he:

25.1.1 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

25.1.2 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

25.1.3 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

25.1.4 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.

25.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the

employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 24.1 above.

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

OWNER:

City of Broken Arrow

CONSULTANT:

Olsson Associates

Approved as to form:

By _____
Assistant City Attorney

By _____
Regional Manager

By _____
Michael L. Spurgeon, City Manager

(Corporate Seal) if applicable

Date _____

Attest:

Attest: _____

City Clerk

Date _____

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this _____ day of _____, 20____, personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: _____ of CONSULTANT, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of February 2017.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to develop conceptual design plans, and intends on amending this professional services agreement to prepare construction documents for bidding purposes for the construction of approximately 2,700 linear feet of Industrial Collector Street in the City of Broken Arrow, including the extension of a 12-inch water main along the new street, and looping the water main into an existing water main along an adjacent section line road / street. The location of the street will be in the vicinity of 9TH Street between Houston Street and Washington Street, and will be determined during the conceptual design phase.

Construction documents, when amended to this contract, shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$2,000,000 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:

- A. The Industrial Collector will be designed as a closed-section, 3-Lane street with Portland Cement Concrete (PCC) pavement and PCC curb. Anticipated pavement width is 40'-0", and right-of-way width is 80'-0", in accordance with Table 6.1 – Street Design Standards of the City of Broken Arrow Engineering Design Criteria Manual dated January 28, 2011.
- B. The project will include up to 5,300 linear feet of proposed 12-inch water main in order to loop the new water main along the new street into the existing City water system adjacent to the project site.

- C. The City of Broken Arrow will provide the boundary and topographic surveys for the proposed corridor that meet the requirements for a Class 2: Boundary Survey and a Class 3: Topographic as defined in the City of Broken Arrow Engineering Design Criteria Manual dated January 28, 2011, including:
 - a. Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - b. Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project
 - c. 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 each station throughout the project.
- D. The City of Broken Arrow will prepare "Ultimate" right-of-way documents for said project.
- E. Sanitary sewer service along this Industrial Collector will be extended by future developers of this industrial corridor.
- F. Required stormwater detention for the industrial area served by the new street will be designed and constructed by future developers of this industrial corridor.

2.0 SCOPE OF SERVICES

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

- 2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 2.1.2 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.
- 2.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 2.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

2.2 GEOTECHNICAL INVESTIGATIONS AND GEOTECHNICAL ENGINEERING REPORT PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.2.1 Conduct all necessary geotechnical investigations for up to seven (7) Soil Borings on undeveloped industrial property within the Broken Arrow city limits. Soil Borings will be taken at 5'-0" depth for standard roadway pavement and earthwork recommendations.
- 2.2.2 Prepare and submit a Geotechnical Engineering Report for the project including recommendations to the Owner for project sub-grade, pavement and foundation design.
- 2.2.3 Pavement design must meet or exceed the minimum pavement

section as presented in Table 6.1 – Street Design Standards of the City of Broken Arrow Engineering Design Criteria Manual dated January 28, 2011.

- 2.2.4 Submit three (3) bound copies of the Geotechnical Engineering Report.

- 2.3 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:

- 2.3.1 Coordinate with utilities companies concerning upcoming projects and schedules. (In concert with the OWNER'S relocation agent.)
- 2.3.2 Investigate the drainage capacity and possible upsizing of the existing drainage system.
- 2.2.3 Prepare conceptual drawings of proposed project.
- 2.2.8 Prepare conceptual quantity estimate.
- 2.2.9 Prepare conceptual estimate of construction costs using 25% contingency.
- 2.2.10 Submit three (3) bound sets of ½ size prints and one (1) set of full-size prints (if required) of the conceptual plans.

- 2.4 PRELIMINARY DESIGN PHASE (**Not a part of this contract. To be negotiated and amended upon Owner's request**): Following approval of the concept 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:

- 2.4.1 Conduct preliminary coordination with private and public utility Companies.
- 2.4.2 Perform preliminary drainage analysis and design.
- 2.4.3 Perform preliminary roadway geometric layout and design.
- 2.4.4 Perform preliminary waterline layout and design.
- 2.4.5 Prepare preliminary construction plans of proposed project, including roadway and waterline plans.
- 2.4.6 Prepare preliminary special provisions for roadway and waterline construction.
- 2.4.9 Prepare preliminary quantity estimate for roadway and waterline construction.
- 2.4.9 Prepare preliminary construction cost estimate for roadway and waterline construction.
- 2.4.10 Prepare preliminary estimate of construction costs using 15% contingency for roadway and waterline construction.
- 2.4.11 Submit five (5) bound sets of ½ size prints and one (1) set of full-size prints (if required) of the preliminary conceptual plans.

- 2.5 FINAL DESIGN PHASE (**Not a part of this contract. To be negotiated and amended upon Owner's request**): 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:

- 2.5.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 2.5.2 Meet with utility companies and City of Broken Arrow departments

- to arrange for the relocation of utility facilities and services in conflict with the project. Review relocation plans and contracts submitted by the utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 2.5.3 Prepare and complete final design for roadway and waterline construction.
 - 2.5.4 Prepare detailed construction plans for roadway and waterline in conformance with appropriate drafting standards.
 - 2.5.5 Prepare final quantity estimates for roadway and waterline construction.
 - 2.5.6 Prepare final estimate of construction costs for roadway and waterline construction with a 10% contingency.
 - 2.5.7 Prepare construction specifications for roadway and waterline construction; 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.
 - 2.5.8 Submit five (5) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
 - 2.5.9 Submit five (5) sets of 1/2 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.
 - 2.5.10 Incorporate final review comments and furnish one (1) complete set of full-size drawings, three (3) 1/2 size sets of final drawings, one (1) set of final drawings on reproducible media (vellum) and electronic media (AutoCAD 2000 or earlier version), one (1) master set of final specifications on electronic media and paper.
- 2.6 BID ASSISTANCE PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.7 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 2.8 PROJECT CLOSE-OUT: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following compensation and hourly rates shall apply as described in Attachment B and shall be made a part of the AGREEMENT dated the ____ day of February 2017.

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

1.1 Roadway Construction Plans:

- 1.1.1 Title Sheet
- 1.1.2 Index of Sheets & Standards
- 1.1.3 Typical Sections & Pavement Details
- 1.1.4 Summary of Pay Quantities & Pay Item Notes (Roadway)
- 1.1.5 General Construction Notes
- 1.1.6 Quantity Summaries
- 1.1.7 Geometric Data
- 1.1.8 Right-of-Way Plans (if needed)
- 1.1.9 Drainage Area Maps / Drainage Design Record
- 1.1.10 Existing Conditions Map (Topographic Survey)
- 1.1.11 Demolition / Removals
- 1.1.12 Roadway Plan & Profile
- 1.1.13 Storm Drain Profiles / Details
- 1.1.14 Intersection Details
- 1.1.15 Joint Layout Plans & Details (Concrete Pavement)
- 1.1.16 Stormwater Pollution Prevention Plan (ODOT Stormwater Management Plan)
- 1.1.17 Erosion & Sediment Control Plans
- 1.1.18 Pavement Marking & Signing Plans
- 1.1.19 Construction Sequencing & Traffic Control Plans
- 1.1.20 Standard Details
- 1.1.21 Cross-Sections
- 1.1.22 Standard Construction Details
- 1.1.23 Standard Construction Drawings

1.2 Waterline Plans

- 1.2.1 Title Sheet
- 1.2.2 Index of Sheets & Standards
- 1.2.3 Summary of Pay Quantities & Pay Item Notes (Waterline)
- 1.2.4 General Construction Notes
- 1.2.5 Summary of Waterline Quantities
- 1.2.6 Waterline Plan & Profile
- 1.2.7 Waterline Details
- 1.2.8 Standard Details

- 2.0 RIGHT-OF-WAY DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents: Not Applicable
- 3.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 3.1 Hydrology and Hydraulic Calculations;
 - 3.2 Overall Project Drainage Map;
 - 3.3 Drainage Summary Tables (Optional);
 - 3.4 Stormwater Pollution Prevention Plan (SWP3): It is anticipated that the Contractor will prepare and submit the SWP3 Plan and Report using the documents prepared by the CONSULTANT below:
 - 3.4.1 Approved Grading/Erosion Control Construction Plans
 - 3.4.2 Standard Erosion Control Details;
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 4.1 Structural Design Calculations: Not applicable.
 - 4.1.1 No Bridge Designs are anticipated, and are not included in this Scope of Work;
 - 4.1.2 No Retaining Earth structures are anticipated, and are not included in this Scope of Work; and
 - 4.2 Water Analysis Calculations (Title 252: Chapter 626):
 - 4.2.1 OWNER will provide CONSULTANT with Water Flow Projections and Analysis;
 - 4.2.2 OWNER will provide CONSULTANT with Pressure and Velocity Analysis;
 - 4.3 Wastewater Collection System Design (Title 252: Chapter 656): Not Applicable.
 - 4.4 Other Engineer Design Calculations: None Anticipated
- 5.0 CONTRACT DOCUMENTS:** This phase is not included in this Scope of Work, and may be negotiated with the CONSULTANT upon the request of the OWNER.:

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____**

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 February 2017.

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 the boundary and topographic surveys for the proposed corridor that meet the requirements for a Class 2: Boundary Survey and a Class 3: Topographic as defined in the City of Broken Arrow Engineering Design Criteria Manual dated January 28, 2011, including:
 - 1.2.1 Conducting all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 1.2.2 Research and field-verify, as able, the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project.
 - 1.2.3 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 each station throughout the project.
- 1.3 OWNER shall furnish to CONSULTANT right-of-way documents for said project.
- 1.4 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Owner topographical survey shall locate all utilities above and below ground for exact location;
- 1.5 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;
- 1.6 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

- 1.7 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.8 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT

2.0 SPECIAL CONDITIONS

- 2.1 None

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____

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 February 2017.

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 Geotechnical Investigations and Geotechnical Engineering Report Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$11,000.00** for the completion of the Geotechnical Investigations and Geotechnical Engineering Report Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$16,000.00** for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **N/A** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. **(Not a part of this contract. To be negotiated and amended upon Owner's request)**
- 1.4 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **N/A** for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. **(Not a part of this contract. To be negotiated and amended upon Owner's request)**

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as January 1, 2017:

Professional Services

Project Manager	\$180.00
Project Engineer	\$130.00
Associate Engineer	\$110.00
Senior Technician	\$83.00
CAD Technician	\$70.00
Administration	\$76.00
Clerical	\$65.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN
PROJECT NUMBER _____**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of February 2017.

1.0 GEOTECHNICAL INVESTIGATIONS AND GEOTECHNICAL ENGINEERING REPORT PHASE:

- 1.1 Notice to Proceed: March 6, 2017
- 1.2 Conduct Geotechnical Exploration: March 17, 2017
- 1.3 Prepare Geotechnical Engineering Report: March 31, 2017
- 1.4 Submit Geotechnical Engineering Report: April 3, 2017
- 1.5 Owner Review: April 14, 2017

2.0 CONCEPTUAL DESIGN PHASE:

- 2.1 Notice to Proceed: March 6, 2017
- 2.2 Conceptual Design Workshop: March 15, 2017
- 2.2 Prepare Conceptual Design Plans: March 31, 2017
- 2.3 Submit Conceptual Design Plans: April 3, 2017
- 2.4 Owner Review: April 14, 2017

3.0 PRELIMINARY DESIGN PHASE: (Not a part of this contract. To be negotiated and amended upon Owner's request)

- 3.1 Notice to Proceed: TBD
- 3.2 Prepare Preliminary Plans: TBD
- 3.3 Submit Preliminary Construction Plans: TBD
- 3.4 Owner Review: TBD

4.0 FINAL DESIGN PHASE: (Not a part of this contract. To be negotiated and amended upon Owner's request)

- 4.1 Notice to Proceed: TBD
- 4.2 Review utility relocation plans: TBD
- 4.3 Prepare final plans and specifications (90%): TBD
- 4.4 Prepare final cost estimate: TBD
- 4.5 Prepare Design Report: TBD
- 4.6 Submit final (90%) plans and specifications for City review: TBD
- 4.7 City review: TBD
- 4.8 Prepare bid documents (plans and specifications): TBD
- 4.9 Submit bid documents: TBD

5.0 BIDDING PHASE: (TO BE COMPLETED BY OWNER)

- 5.1 Advertise Construction Plans and Contract Documents:
- 5.2 Open Bids:
- 5.3 Recommendation for Award:

6.0 CONSTRUCTION OVERSIGHT PHASE: (Not a part of this contract. To be negotiated and amended upon Owner's request.)

- 6.1 Attend preconstruction conference: TBD
- 6.2 Review contractor submittals: TBD
- 6.3 Attend progress meetings (at the request of Construction Contract Administration): TBD
- 6.4 Respond to Construction Contract Administrator requests, including site visits when necessary: TBD
- 6.5 Attend final walk-through inspection: TBD