

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST24240**

1.0 Professional Consulting Firm:

- 1.1 Name: Kimley-Horn and Associates, Inc.
1.2 Telephone No.: 918-209-3191
1.3 Address: 1437 S. Boulder Ave., Suite 930
Tulsa, OK 74119

2.0 Project Name/Location: 79th St (Midway Rd) & Houston St Intersection Widening, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Plans and Construction Documents for widening of 79th St (Midway Rd) & Houston St Intersection Widening in Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the 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.

4.0 Agreement Summary:

- 4.1 Agreement Amount:
- | | |
|-------------------------------|----------------------|
| Land Survey | \$ 18,000.00 |
| Conceptual Design Phase | \$ 50,000.00 |
| Preliminary Design Phase | \$ 77,900.00 |
| Final Design Phase | \$ 52,000.00 |
| Bidding Assistance Phase | \$ 5,100.00 |
| Construction Assistance Phase | \$ 8,000.00 |
| Project Close-Out Phase | \$ 4,000.00 |
| TOTAL AGREEMENT AMOUNT | \$ 215,000.00 |
- 4.2 Agreement Time: 264 calendar days
4.3 Estimated Construction Cost: \$ 2,250,000

5.0 Agreement Approved by the Owner on: _____ 2026

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Kimley-Horn and Associates, Inc., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to provide design plans for 79th Street (Midway Road) & Houston Street Intersection Improvements (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 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 SUBMITTAL 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.

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 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, 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 they:

- 24.1.1 Have 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 Have 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 Have 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 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 CONSULTANT will indemnify, defend and hold harmless 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 - FIREARMS INDUSTRY NONDISCRIMINATION

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least \$100,000 paid in whole or in part from City funds.

ARTICLE 26 - 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. Travis Small, P.E., CFM
 Transportation Division Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
 1437 S. Boulder Ave., Suite 930
 Tulsa, OK 74119
 (918) 209-3191

Contact Name: Jeremy Stahle, P.E., CFM
 Project Manager, Tulsa Office

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

ARTICLE 27 – ELECTRONIC SIGNATURES

The OWNER and CONSULTANT 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 it is 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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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____ 2026.

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 widening the intersection of 79th Street (Midway Road) & Houston Street. These documents shall include 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; right-of-way documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

Furthermore, CONSULTANT understands: The project consists of reconstructing and widening the intersection to 3-lanes with 4' shoulders and open drainage. Left turn lane bays shall be a minimum of 125 feet in length. The intersection shall be signalized with traffic signal poles set at the ultimate 5-lane typical section location to allow future widening with minimal impact to existing traffic signals (signal poles for pedestrian push buttons and pedestrian heads shall be located for the 3-lane section). Ultimate right-of-way shall be acquired at the intersection where needed. Sidewalk shall be installed at each corner and connection shall be made to the existing sidewalk on the northwest corner. Local drainage shall be improved to OWNER design criteria and specifications and shall connect to the existing drainage system east of the entrance to the Cottages at Forest Ridge neighborhood. A French drain system shall be installed on the northwest corner of the intersection to drain subsurface water to the proposed ditch. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, identification of the need for utility relocations, and the coordination of utility relocations. Design of any water line relocation, if needed, other than point lowering that may be referenced with a standard detail shall be handled through an amendment. Sections of water line requiring point lowering will be included in design plans as required. Project design shall include keeping one lane open in each direction for each leg of the intersection through the construction duration.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design and grading; and perform hydraulics/hydrology

necessary to design the drainage structures. 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, Paving, and
- Miscellaneous Design
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- All Necessary Coordination for Acquisition of Governmental Permits (City, State, DEQ, FEMA, USACE, etc.)

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. 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. Any codes, regulations, and design criteria which cannot be met according to owner requirements must immediately be brought to OWNER's attention in writing. Upon direction of OWNER, CONSULTANT shall submit design variance(s) for approval by OWNER.
- 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 "B"), 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 2022 version preferred) and one (1) PDF file of the final survey.

3.3 **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:

- 3.3.1 With City input, establish project goals and alignments for streets and drainage improvements.
- 3.3.2 Conduct geotechnical investigation and submit recommendations to the Owner for project sub-grade and pavement design. It is anticipated that four (4) soil borings shall be taken and tested for the geotechnical report.
 - 3.3.2.1 Cores shall be 60 inches in depth.
 - 3.3.2.2 The geotechnical report will be provided to the OWNER. Report shall include but not be limited to: pavement type and thickness, base type and thickness, soil classification, and Atterburg Limits.
- 3.3.3 Develop conceptual plan for street and stormwater improvements.
- 3.3.4 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
- 3.3.5 Coordinate with OWNER'S utility coordinator and provide conceptual design plans (i.e. pdf and CADD files as required) at submittal of conceptual design plans.
- 3.3.6 Identify "Ultimate" right-of-way and easements required to accommodate construction of project and necessary utility relocation.
- 3.3.7 Submit a half-size (11"x17") PDF of the Conceptual Design Plans for review by the OWNER.
- 3.3.8 Prepare and submit a PDF of the conceptual engineer's construction cost estimate using 20% contingency
- 3.3.9 Submit all necessary design variances to the OWNER prior to the design submittal.
- 3.3.10 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)
- 3.3.11 The Conceptual Design Phase submittal shall include:
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map/Survey Data with existing and proposed right-of-way
 - Plan & Profile Sheets (Conceptual)
 - Traffic Signal Layout Sheet
 - Identify any Public Utility Relocations on Plan Sheets
 - Conceptual Construction Phasing
- 3.3.12 Attend a meeting with the OWNER to review the Conceptual Design Plans and provide meeting minutes.

3.4 **PRELIMINARY DESIGN PHASE:** Following approval of the Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.4.1 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
 - 3.4.2 Perform preliminary roadway geometric layout and design.
 - 3.4.3 Perform intersection and signal design.
 - 3.4.4 Prepare preliminary construction plans and details.
 - 3.4.5 Conduct pre-final coordination with private and public utility companies.
 - 3.4.5.1 Meet with utility companies and OWNER to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
 - 3.4.5.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans.
 - 3.4.5.3 Coordinate with OWNER'S utility coordinator and provide preliminary design plans (i.e. pdf and CADD files).
 - 3.4.6 Prepare preliminary special provisions, if needed.
 - 3.4.7 Prepare preliminary quantity estimate.
 - 3.4.8 Prepare and submit a PDF of the preliminary engineer's construction cost estimate using 15% contingency.
 - 3.4.9 Submit all necessary design variances to the OWNER prior to the design submittal.
 - 3.4.10 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)
 - 3.4.11 Prepare and submit all necessary Right-of-Way and Easements.
 - 3.4.12 Submit half-size (11"x17") PDF of the Preliminary plans for review by the OWNER.
 - 3.4.13 The Preliminary Design Phase submittal shall include:
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Right-of-Way Map/Survey Data with proposed right-of-way
 - Project Control Sheets
 - Project Drainage Area Map
 - Plan & Profile Sheets
 - Storm Profiles
 - Signing & Striping Plans
 - Traffic Signal Layout Sheet
 - Construction Sequence
 - Miscellaneous Details, as needed
 - Cross Section Sheets
 - 3.4.14 Preliminary Design Review.
 - 3.4.15 Attend a meeting with the OWNER to review the Preliminary Design Plans and provide meeting minutes.
- 3.5 **FINAL DESIGN PHASE:** Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.5.2 Finalize utility relocation coordination as necessary.
 - 3.5.3 Prepare and complete final design.
 - 3.5.4 Prepare detailed construction plans in conformance with appropriate drafting standards.

- 3.5.5 Coordinate with OWNER'S utility coordinator and provide final design plans (i.e. pdf and CADD files as required).
- 3.5.6 Submit all necessary design variances to the OWNER prior to the design submittal.
- 3.5.7 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)
- 3.5.8 Prepare final quantity estimate.
- 3.5.9 Prepare and submit a PDF of the final engineer's construction cost estimate with a 10% contingency.
- 3.5.10 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.
- 3.5.11 Prepare Contract proposals in units compatible with OWNER'S specifications.
- 3.5.12 Submit half-size (11"x17") PDF of the Final plans and PDF of the final contract bid documents for review by the Owner.
- 3.5.13 The Final Design Phase submittal shall include:
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantity & Miscellaneous Summaries, as needed
 - Summary of Drainage Structures, as needed
 - Storm Water Management Plan (SWP3)
 - Right-of-Way Map/Survey Data with proposed right-of-way
 - Plan & Profile Sheets
 - Storm Profiles
 - Traffic Signal Plans
 - Erosion Control Plans
 - Miscellaneous Details, as needed
 - Signing & Striping Plans
 - Cross Sections
 - Construction Phasing
 - Standard Construction Drawings
- 3.5.14 Final Design Review.
- 3.5.15 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- 3.5.16 Prepare and submit a PDF of the final engineer's construction cost estimate with no contingency.
- 3.5.17 Incorporate final review comments and furnish a PDF of the complete set of full-size drawings and contract documents, one (1) set of final drawings in electronic media (AutoCAD 2022 version or newer preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and PDF formats.

3.6 **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:

- 3.6.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with specifications, written project description and electronic bid proposal).
- 3.6.2 Attend and conduct a pre-bid conference as required by OWNER.
- 3.6.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
- 3.6.4 Assist in preparing addenda and addenda plan sheets as required.

3.7 **CONSTRUCTION ASSISTANCE PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.7.1 Assist the Owner in answering RFI's

3.7.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.7.3 Assist the OWNER with review and approval of submittals.

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 in PDF format.

3.8.2 Submit record drawings on electronic media (AutoCAD 2022 version or newer preferred or earlier version).

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____ 2026.

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

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Summary of Drainage Structures
- 1.6 Storm Water Management Plan (SWP3);
- 1.7 Right-of-Way Map/Survey Data Sheet with proposed right-of-way;
- 1.8 Plan & Plan Sheets;
- 1.9 Storm Profiles;
- 1.10 Traffic Signal Plans;
- 1.11 Erosion Control Plans;
- 1.12 Miscellaneous Details;
- 1.13 Signing & Striping Plans;
- 1.14 Construction Phasing Plan;
- 1.15 Cross Sections; and
- 1.16 Standard Construction Drawings.

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

- 2.1 Right-of-Way Map with proposed right-of-way/easements;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements (**assumed 8 parcels**, at agreed upon unit price per parcel);
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document; and
- 2.6 Provide right-of-way, permanent easement and temporary construction easement staking as required for acquisition purposes (**assumed 8 parcels required**, at agreed upon unit price per parcel).

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;
 - 3.4 Stormwater Pollution Prevention Plan (SWP3)
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 4.1 Other Engineer Design Calculations (As Needed)
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.
 - 5.2 Project Conditions:
 - 5.2.1 Special Conditions.
 - 5.3 Construction Specifications
 - 5.4 All Required Governmental Permits
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 6.1 Drawings:
 - 6.1.1 CAD files (AutoCAD 2022 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER'S Contract Administrator.
 - 6.1.2 Record Drawings in PDF format.
 - 6.2 Design Manual:
 - 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
 - 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

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 _____ 2026.

1.0 BASIC COMPENSATION

The basic compensation for the 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 Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$18,000** for the completion of the Topographic/Boundary Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Conceptual Design Phase Payment:
 - 1.2.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$41,600** for the completion of the Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.2.2 The OWNER shall pay the CONSULTANT a lump sum amount of **\$8,400** for the completion of the Geotechnical Investigation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Preliminary Design Phase Payment:
 - 1.3.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$67,500** for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.3.2 The OWNER shall pay the CONSULTANT a \$700 per Right-of-Way/Easement Parcel Preparation (**based upon assumed eight parcels required**) not-to-exceed **\$5,600**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.3.3 The OWNER shall pay the CONSULTANT a \$600 per Right-of-Way/Easement Parcel Staking (**based upon assumed eight parcels required with a minimum of \$1,200 staking per occurrence**) not to exceed **\$4,800**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$52,000** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **\$5,100** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Construction Assistance Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **\$8,000** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$4,000** for the completion of the Project Close-Out Phase. 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 below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2027.

Analyst	\$150 - \$240
Professional	\$240 - \$270
Senior Professional I	\$285 - \$360
Senior Professional II	\$380 - \$450
Senior Technical Support	\$135 - \$325
Support Staff	\$100 - \$170
Technical Support	\$115 - \$190

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the 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 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 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
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

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 _____ 2026.

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;
- 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

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**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & HOUSTON ST INTERSECTION WIDENING
PROJECT NO. ST24240**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2026.

1.0 LAND SURVEY PHASE:

2.0 CONCEPTUAL DESIGN PHASE:

- 2.1 Notice to Proceed:
- 2.2 Geotechnical Investigation:
- 2.3 Preparation of Conceptual Plans: 80 calendar days
- 2.4 Owner Review of Conceptual Plans: 21 calendar days

3.0 PRELIMINARY DESIGN PHASE:

- 3.1 Notice to Proceed:
- 3.2 Right-of-Way Design:
- 3.3 Preparation of Preliminary Plans: 60 calendar days
- 3.4 Owner Review of Preliminary Plans: 21 calendar days

4.0 FINAL DESIGN PHASE:

- 4.1 Notice to Proceed:
- 4.2 Preparation of Final Plans: 40 calendar days
- 4.3 Owner Review of Final Plans: 21 calendar days
- 4.4 Preparation of Sealed Plans: 21 calendar days

5.0 ASSISTANCE DURING BIDDING PHASE:

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

6.0 CONSTRUCTION ASSISTANCE PHASE:

- 6.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

7.0 PROJECT CLOSE-OUT PHASE:

- 7.1 Record Drawings: 30 days after receipt of contractor's red-lines