

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NUMBER ST1710**

**1.0 Professional Consulting Firm:**

- 1.1 Name: CEC Corporation
- 1.2 Telephone No.: 918-663-9401
- 1.3 Address: 4617 E. 91<sup>st</sup> St. S, Tulsa, OK 74137

**2.0 Project Name/Location:** Olive Avenue – Kenosha Street to Albany Street

**3.0 Statement of Purpose:** Design of construction plans for the widening of Olive Avenue from Kenosha Street to BNSF Railroad, including intersection improvements at Kenosha Street. The design will be for a five-lane roadway with a combination of open drainage and curb and gutter with a storm sewer system.

**4.0 Agreement Summary:**

- 4.1 Agreement Amount: \$348,450.00
- 4.2 Agreement Time: 422 calendar days
- 4.3 Estimated Construction Cost: \$4,000,000.00

**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  
CEC CORPORATION  
FOR  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

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

**WITNESSETH:**

WHEREAS, OWNER intends to widen Olive Avenue from Kenosha Street to BNSF Railroad (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**

The effective date of this AGREEMENT shall be the \_\_\_\_ day of December 2016.

**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 – 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 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 Hughes, P.E.  
Engineering Division Manager

CONSULTANT: CEC Corporation  
4617 E. 91<sup>st</sup> Street S.  
Tulsa, OK 74137  
Contact Name: Shannon Hanks, 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 21, 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 8.

**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 attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and

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

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

**OWNER:**

City of Broken Arrow

Approved as to form:

By [Signature]  
Assistant City Attorney

By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

**CONSULTANT:**

CEC Corporation

By [Signature]  
Vice President



ATTEST: [Signature]

Date 12/12/16

**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 Vice-President 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  
AND  
CEC CORPORATION (CONSULTANT)  
FOR  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the \_\_\_\_ day of December 2016.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of Olive Avenue Widening. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER intends to apply for Surface Transportation Program (STP) funding thru INCOG and has the local match budgeted for this PROJECT from the 2014 GO Bond that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: The CONSULTANT shall design and quantify the roadway according to the City of Broken Arrow Engineering Design Criteria Manual. The existing secondary arterial shall be widened to five lanes from Kenosha Street to the railroad crossing south of Albany Street and the south leg of the Kenosha Street intersection shall also be widened to five lanes to accommodate two through lanes in each direction with a left turn lane. It is anticipated that the existing pavement will remain in place and be utilized whenever possible in the widened configuration. Sidewalks will be considered on both sides of Olive Avenue. Sidewalk and ramp improvements shall extend north of the railroad crossing to Albany Street. Relocation of traffic signals and signal control elements will be provided as needed. Modifications to the vertical alignment will be designed to a 45 mph design speed to accommodate drainage improvements. The design will include the design of open drainage systems and/or closed storm sewer as needed to maintain positive drainage and accommodate the runoff from a 1% chance (100-year) storm. .

Hydraulic analysis and a hydraulic report will be required for the drainage crossings at Haikey Creek and Floral Haven Creek. Each structure will be designed to convey the runoff from a 1% chance storm, using the flow rates provided in the FEMA FIS study. The 1% chance, fully urbanized flow will not be used. Both structures are located in a FEMA Regulatory Floodplain, Zone AE. Efforts will be made to design the crossings without causing a rise in the 1% chance storm water surface elevation. Preparation of a CLOMR and LOMR are not included.

The existing structure at Floral Haven Creek, approximately 500' north of the intersection with Kenosha Street, is a 10 x 4' RCB. HY-8 initial investigation indicates the structure can be replaced with a larger bridge class RCB. The existing structure at Haikey Creek is a 2-10' x 10' RCB and is approximately 2,700' north of the intersection with Kenosha Street. HY-8 initial investigation indicates the structure can be replaced with a larger RCB. Design of a span bridge is not anticipated and is not included. A special design for the RCB and headwalls is included.

A 404 Permit will be prepared for the crossing at Haikey Creek and Floral Haven Creek. Channel improvements will be required downstream of Olive on Floral Haven Creek to allow for a widened roadway, therefore, an individual 404 permit process is anticipated. A nationwide permit is anticipated for the Haikey Creek crossing.

Right-of-way will be established along the project in order to establish required right-of-way widths.

It is anticipated that the existing 24-inch waterline on the east side of Olive Avenue will not need to be relocated for the roadway project, except for short segments that may need to be lowered for RCB construction and channel improvements. Waterlines crossing under Olive Avenue are anticipated to be lowered as needed.

## **2.0 PROJECT SCOPE**

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s); perform civil design including minor water and sewer lines adjustments, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. CONSULTANT shall also coordinate gas, electric and other utility locations service with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Coordination
- Topographical Survey Coordination
- Property Reports for all right-of-way takes (Platted and Un-Platted)
- Information for Site Grading, Drainage, and Paving Design
- Minor Public Utility Adjustments
- Public Utility Design Relocations (as Amendment to this Agreement)
- Structure Design
- Stormwater Pollution Prevention Plan (SP3) Report
- Governmental Agency Coordination
- FEMA CLOMR and LOMR (as Amendment to this Agreement)
- USACE Section 404 Permit Application

### 3.0 SCOPE OF SERVICES

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

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
- 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 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:

- 3.2.1 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 each 500 foot station 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, 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.
- 3.2.4 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.
- 3.2.5 Coordinate with utilities companies concerning upcoming projects and schedules. (In concert with the OWNER'S relocation agent.)
- 3.2.6 Investigate the drainage capacity and possible upsizing of the existing drainage system.
- 3.2.7 Prepare conceptual drawings of proposed project.
- 3.2.8 Prepare right-of-way map for said project.
- 3.2.9 Prepare conceptual quantity estimate.
- 3.2.10 Prepare conceptual estimate of construction costs using 25% contingency.
- 3.2.11 Prepare conceptual report discussing existing conditions, proposed roadway improvements, drainage options, impacts to utilities, right-of-way requirements, and recommendations.
- 3.2.12 Submit eight (8) bound sets of 1/2 size prints and one (1) electronic pdf of the conceptual plans.

3.3 PRELIMINARY DESIGN PHASE: 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:

- 3.3.1 Prepare "Minimum-Required" right-of-way documents based upon the comments received from the conceptual submittal.
  - 3.3.2 Prepare Right-of-Way map.
  - 3.3.3 Conduct preliminary coordination with private and public utility companies.
  - 3.3.4 Perform preliminary drainage analysis and design.
  - 3.3.5 Perform preliminary roadway geometric layout and design.
  - 3.3.6 Prepare preliminary construction plans of proposed project.
  - 3.3.7 Submit eight (8) bound sets of ½ size prints and one (1) electronic pdf indicating "Minimum-Required" right-of-way documents for the project final taking/acquisitions requirements.
  - 3.3.8 Prepare preliminary special provisions.
  - 3.3.9 Prepare preliminary quantity estimate.
  - 3.3.10 Prepare preliminary construction cost estimate.
  - 3.3.11 Prepare preliminary estimate of construction costs using 15% contingency.
  - 3.3.12 Submit eight (8) bound sets of ½ size prints and one (1) electronic pdf of the preliminary conceptual plans.
- 3.4 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:
- 3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.
  - 3.4.2 Procure and provide Property Report on all right-of-way acquisition parcels.
  - 3.4.3 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.
  - 3.4.4 Prepare and complete final design.
  - 3.4.5 Prepare detailed construction plans in conformance with appropriate drafting standards.
  - 3.4.6 Prepare final quantity estimates.
  - 3.4.7 Prepare final estimate of construction costs with a 10% contingency.
  - 3.4.8 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.
  - 3.4.9 Prepare Contract proposals in units compatible with Broken Arrow specifications.
  - 3.4.10 Submit eight (8) bound sets of ½ size prints of final construction plans, one (1) electronic pdf of final construction plans, three (3) sets of final contract bid documents and an electronic pdf to the Owner for distribution and review.

- 3.4.11 Submit five (5) sets of ½ size prints, to all private utilities. Digital copies of the plans shall be supplied to the utilities at their request and subject to the Owner's approval.
  - 3.4.12 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) ½ size sets of final drawings, and electronic media (AutoCAD 2010 or earlier version and pdf), one (1) master set of final specifications on electronic media and paper.
- 3.5 BID ASSISTANCE PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.5.1 Assist the Owner, as requested, in advertising the Project for bids for construction.
  - 3.5.2 Conduct a pre-bid conference, if requested by Owner.
  - 3.5.3 Serve as the technical question point of contact during bidding and if required, draft any necessary addenda to clarify Contract documents.
  - 3.5.4 Prepare bid tabulation, if requested, and provide recommendation for award.
- 3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.7 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  
CEC CORPORATION (CONSULTANT)  
FOR  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

**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 December 2016.

**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 General Plan and Profiles;
- 1.5 Required Cross Sections;
- 1.6 Standard Construction Details; and
- 1.7 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 Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Individual Property Appraisal Request Form.

**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);
  - 3.4.1 Report;

- 3.4.2 Owner, Contractor and Engineer's Certifications;
- 3.4.3 Approved Grading/Erosion Control Construction Plans
- 3.4.4 Standard Erosion Control Details;
- 3.4.5 Inspector's Report Forms; and
- 3.4.6 Oklahoma General Permit OKR10.

**4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 4.1 Structural Design Calculations
  - 4.1.1 Bridge Designs;
  - 4.1.2 Retaining Earth; and
- 4.2 Other Engineer Design Calculations

**5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Advertisement Documents: Paragraph describing the project.
  
- 5.2 Bid Documents: Excel spreadsheet with bid items listed for use as bid proposal in electronic bidding.
  
- 5.3 Project Conditions:
  - 5.4.1 General Conditions;
  - 5.4.2 Special Conditions;
- 5.4 Construction Specifications

**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
CEC CORPORATION (CONSULTANT)  
FOR  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the \_\_\_\_ day of December 2016.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; 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 D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
CEC CORPORATION (CONSULTANT)  
FOR  
OLIVE AVENUE IMPROVMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the \_\_\_\_ day of December 2016.

**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 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$130,750.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$128,050.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$86,450.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,200.00 for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

## **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 of December 1, 2016:

### Professional Services

Principal	\$289.00
Project Manager	\$191.00
Project Engineer	\$157.00
Engineer-in-Training	\$95.00
Design Technician	\$95.00
CAD Technician	\$68.00
Administration	\$106.00
Clerical	\$69.00

## **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  
CEC CORPORATION (CONSULTANT)  
FOR  
OLIVE AVENUE IMPROVEMENTS, KENOSHA STREET TO ALBANY STREET  
PROJECT NUMBER ST1710**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_\_ day of December 2016.

- 1.0 CONCEPTUAL DESIGN PHASE:** (See attached Schedule, 55 days from Notice to Proceed)
  
- 2.0 PRELIMINARY DESIGN PHASE:** (See attached Schedule, 154 days from Notice to Proceed)
  
- 3.0 FINAL DESIGN PHASE:** (See attached Schedule, 183 days from Final Plans Notice to Proceed)
  
- 4.0 BIDDING PHASE: (TO BE COMPLETED BY OWNER)**
  - 4.1 Advertise Construction Plans and Contract Documents:
  - 4.2 Open Bids:
  - 4.3 Recommendation for Award:
  
- 5.0 CONSTRUCTION OVERSIGHT PHASE: (IF REQUIRED)**
  - 5.1 Attend preconstruction conference:
  - 5.2 Review contractor submittals:
  - 5.3 Attend progress meetings (at the request of Construction Contract Administration):
  - 5.4 Respond to Construction Contract Administrator requests, including site visits when necessary:
  - 5.5 Attend final walk-through inspection:

**CEC CORPORATION  
ENGINEERING CONTRACT FEE PROPOSAL**

Project Description:	Olive Avenue - Kenosha to Albany		
Project No.:		CEC No.:	16320
Client:	City of Broken Arrow	Date:	December 7, 2016
Prepared By:	Jeremy Stahle		

<b>Direct Payroll Costs</b>			
Labor Description	Labor Rate	Total Manhours	Total Cost
Principal	\$289.00	1	\$ 289.00
Project Manager	\$191.00	254	\$ 48,514.00
Project Engineer	\$157.00	535	\$ 83,995.00
Engineer-in-Training	\$95.00	492	\$ 46,740.00
Design Technician	\$95.00	644	\$ 61,180.00
CAD Technician	\$68.00	636	\$ 43,248.00
Administration	\$106.00	13	\$ 1,378.00
Clerical	\$69.00	19	\$ 1,311.00
<b>TOTAL DIRECT SALARY COSTS</b>			<b>\$ 286,655.00</b>

<b>Direct / Non-Payroll Costs</b>			
Description			Total Cost
Reproduction			\$ 1,580.00
Travel			\$ 216.00
Survey			\$ 45,800.00
Sub-Consultant Agreements			\$ 14,199.00
<b>TOTAL NON-PAYROLL COSTS</b>			<b>\$ 61,795.00</b>

<b>GRAND TOTAL PROPOSED FEE</b>	<b>\$ 348,450.00</b>
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**MANHOOR DISTRIBUTION**

Task	Principal	Proj. Manager	Proj. Engineer	EIT	Design Tech.	CAD Tech.	Administration	Clerical	TOTAL
<b>CONCEPTUAL DESIGN PHASE</b>									
Survey Coordination and Utility Research		4	8		12	4			28
Coordination with Geotechnical Consultant			4				4		8
Analysis of Drainage System		8	20	20	20				68
HEC-RAS Modeling		8	60	40				2	108
Preparation of Conceptual Drawings		20	40	40	100	80			282
Conceptual Bridge Design		4	12	20		20			56
Preparation of Ultimate RW Documents		4	8	8	12	12			44
Estimating of Quantities and Costs		2	4	4	8	8			26
Project Administration and Conferencing	1	12	12	8			2	2	37
<b>TOTAL HOURS THIS PHASE</b>	<b>1</b>	<b>62</b>	<b>168</b>	<b>140</b>	<b>152</b>	<b>124</b>	<b>6</b>	<b>4</b>	<b>657</b>

Cost
\$ 3,432.00
\$ 1,052.00
\$ 8,468.00
\$ 14,748.00
\$ 28,978.00
\$ 5,908.00
\$ 4,736.00
\$ 2,894.00
\$ 5,575.00
\$ 75,591.00

Task	Principal	Proj. Manager	Proj. Engineer	EIT	Design Tech.	CAD Tech.	Administration	Clerical	TOTAL
<b>PRELIMINARY DESIGN PHASE</b>									
Preparation of RW Documents and Map		4	4		12	20			40
Utility Coordination		12	12		8				32
Drainage Analysis and Design		8	20	40					108
Geometric Design and Plan Production		32	60	100	180	180		2	554
Preliminary Signal Design		12	12	20	24	8			76
Preliminary Bridge Design		20	60	40	40	80			240
Estimating Quantities and Costs		4	8	8	12	12			44
Project Administration and Conferencing		16	16	8			4	4	48
<b>TOTAL HOURS THIS PHASE</b>	<b>0</b>	<b>108</b>	<b>192</b>	<b>216</b>	<b>316</b>	<b>300</b>	<b>4</b>	<b>6</b>	<b>1142</b>

Cost
\$ 3,592.00
\$ 4,936.00
\$ 12,268.00
\$ 54,510.00
\$ 8,900.00
\$ 26,280.00
\$ 4,736.00
\$ 7,028.00
\$ 122,550.00

Task	Principal	Proj. Manager	Proj. Engineer	EIT	Design Tech.	CAD Tech.	Administration	Clerical	TOTAL
<b>FINAL DESIGN PHASE</b>									
Coordination for Property Report		4			8				12
Utility Relocation Assistance		12	12		8				32
Production of Final Plans		16	40	52	96	120		4	328
Final Signal Design		8	8	12	8	4			40
Final Bridge Design		20	80	40	40	80			260
Estimating Quantities and Costs		4	8	12	16	8			48
Project Administration and Conferencing		16	16	16			2	2	52
<b>TOTAL HOURS THIS PHASE</b>	<b>0</b>	<b>80</b>	<b>164</b>	<b>132</b>	<b>176</b>	<b>212</b>	<b>2</b>	<b>6</b>	<b>772</b>

Cost
\$ 1,524.00
\$ 4,936.00
\$ 31,832.00
\$ 4,996.00
\$ 29,420.00
\$ 5,224.00
\$ 7,438.00
\$ 85,330.00

Task	Principal	Proj. Manager	Proj. Engineer	EIT	Design Tech.	CAD Tech.	Administration	Clerical	TOTAL
<b>BID ASSISTANCE PHASE</b>									
Assistance in Advertising			1						1
Pre-Bid Conferencing			6						6
Prepare Addenda		2	4	4					10
Bid Tabulation		1						2	3
Project Administration		1					1	1	3
<b>TOTAL HOURS THIS PHASE</b>	<b>0</b>	<b>4</b>	<b>11</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>23</b>

Cost
\$ 157.00
\$ 942.00
\$ 1,380.00
\$ 329.00
\$ 366.00
\$ 3,184.00

Task	Principal	Proj. Manager	Proj. Engineer	EIT	Design Tech.	CAD Tech.	Administration	Clerical	TOTAL
<b>GRAND TOTAL</b>	<b>1</b>	<b>254</b>	<b>535</b>	<b>492</b>	<b>644</b>	<b>636</b>	<b>13</b>	<b>19</b>	<b>2594</b>

Cost
\$ 286,655.00

### Direct Non-Payroll Costs

Materials and Supplies	Quantity	Unit Cost	Total Cost
		\$0.00	\$ -
			\$ -
			\$ -
<b>SUBTOTAL</b>			<b>\$ -</b>

Reproduction	No. Sheets	Unit Cost	Total Cost
8 Half Size Conceptual Plans	480	\$0.25	\$ 120.00
1 Full Size Conceptual Plans	60	\$1.00	\$ 60.00
8 Half Size Minimum R/W	480	\$0.25	\$ 120.00
8 Half Size Preliminary Plans	800	\$0.25	\$ 200.00
8 Half Size Final Plans	1280	\$0.25	\$ 320.00
1 Full Size Final Plans	160	\$1.00	\$ 160.00
5 Half Size Final Plans (Utilities)	800	\$0.25	\$ 200.00
3 Review Contract Documents	600	\$0.15	\$ 90.00
3 Half Size Bid Drawings	480	\$0.25	\$ 120.00
1 Full Size Bid Drawing	160	\$1.00	\$ 160.00
1 Final Contract Documents	200	\$0.15	\$ 30.00
		\$2.00	\$ -
<b>SUBTOTAL</b>			<b>\$ 1,580.00</b>

Travel Expenses			
Vehicle:	Miles	IRS Mil. Rate	Total Cost
	400	\$0.540	\$ 216.00
Lodging:	Days	Avg. Rate	Total Cost
			\$ -
Subsistence:	Quantity	Avg. Cost	Total Cost
		\$10.00	\$ -
<b>SUBTOTAL</b>			<b>\$ 216.00</b>

Survey	Days	Avg. Rate	Total Cost
Topographic Survey			\$ 39,900.00
Easement Preparation			\$ 5,900.00
<b>SUBTOTAL</b>			<b>\$ 45,800.00</b>

Sub-Consultant Agreements		Total Fee
Geotechnical Testing		\$ 8,744.00
Property Reports		\$ 5,041.44
Administration (3%)		\$ 413.56
<b>SUBTOTAL</b>		<b>\$ 14,199.00</b>

<b>TOTAL NON-PAYROLL COSTS</b>	<b>\$ 61,795.00</b>
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## INTERNAL SURVEY PROPOSAL

Project Name: Broken Arrow – Olive Ave  
Project Location: Broken Arrow, OK  
CEC Project Manager: Jeremy Stahle  
SAM Project Manager: Brian Bird  
CEC Project Number: M16320

### GENERAL SCOPE OF SERVICES

#### PROJECT DESCRIPTION

Provide survey services for Olive Ave from 500' south of Kenosha Street extending north to approximately 400' south of Albany Street including 350' east and west on Kenosha. This survey will provide a design ready topographic survey including Right-of-Way determination, property plotting, and easement preparation. Also included are sidewalks on Olive Ave from 400' south of Albany going north to Albany extend 100' east and west for just the south side of Albany.

#### LIMITS OF TOPOGRAPHIC SURVEY (see attached aerial)

- Set a minimum of 2 control points for horizontal and vertical purposes tied to City of Tulsa GPS control.
- Establish benchmarks at 500' in project vicinity and run differential level loop.
- Topographical survey will include all of the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures/flow lines, and visible and/or marked utilities.
- All utility companies servicing the project area will be contacted thru "CALL OKIE" 48 hours prior to survey and the location will be obtained. All utility information will be placed in the C3D drawing. CEC Corporation is NOT responsible for unmarked or mismarked utilities.
- Storm sewer manholes, sanitary sewer manholes, water valves, and their inverts will be measured for depth (to the connection outside of survey limits).
- Contours at 1.0' minimum density.
- Submit a C3D CAD file containing all above described items.

#### PROPERTY PLOTTING (see attached aerial)

For properties adjacent to topographic survey limits located in Sections 4, 5, 8, 9 located in Township 18 North, Range 14 East, Tulsa County, Indian Meridian.

- Document Research
  - Research deeds, plats, and other documents from Tulsa County Clerk's and Assessor office / websites or through an abstractor/title company.
- Boundary Control Research
  - Research section lines and/or platted monuments to be able to sufficiently plot plats and any unplatted deeded properties.
  - Determine street right-of-way throughout the topographic survey limits for each site.
- Plot properties, right-of-way, and easements (if applicable) throughout the survey limits.
- Submit a C3D CAD file containing the above described items.

## INTERNAL SURVEY PROPOSAL

### EASEMENT PREPARATION

- Prepare Permanent Right-of-Way Easements, Drainage Easements, & Temporary Construction Easement documents for properties requested (approximately 18 documents).

### ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- ALTA/ACSM Survey
- Property/Boundary Survey(s)
- Preparation of exhibits or legal descriptions other than requested easements
- Elevation Certificate(s)
- FEMA Flood Plain Determination
- Flood Plain Management
- Easement Staking
- Construction staking
- Underground/subsurface utility investigation

### PROJECT SCHEDULE

Following receipt of our Notice to Proceed, CEC Surveying and Mapping will coordinate with CEC Engineers on a submittal timeline.

### ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested visits to the project site in excess of the stipulated maximum number of visits will be considered Additional Services.

### NOTES

- Any services not included in the scope will be an additional charge utilizing the most current approved hourly rates.
- This IS NOT an ALTA survey.
- On occasion, the CEC survey schedule may be affected by inclement weather, equipment malfunction(s), and/or unforeseen events. If a submittal delay is expected, CEC Surveying and Mapping will contact the appropriate project manager and coordinate a new submittal timeline.

### REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses



**INTERNAL SURVEY PROPOSAL**

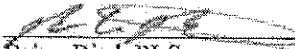
**PROPOSED SURVEYING CONTRACT FEE SUMMARY**

Survey Services	
• Survey Services	\$ 39,900.00
• Easement Preparation	\$ 5,900.00
<b>TOTAL Survey Fee (Lump Sum)</b>	<b>\$ 45,800.00</b>

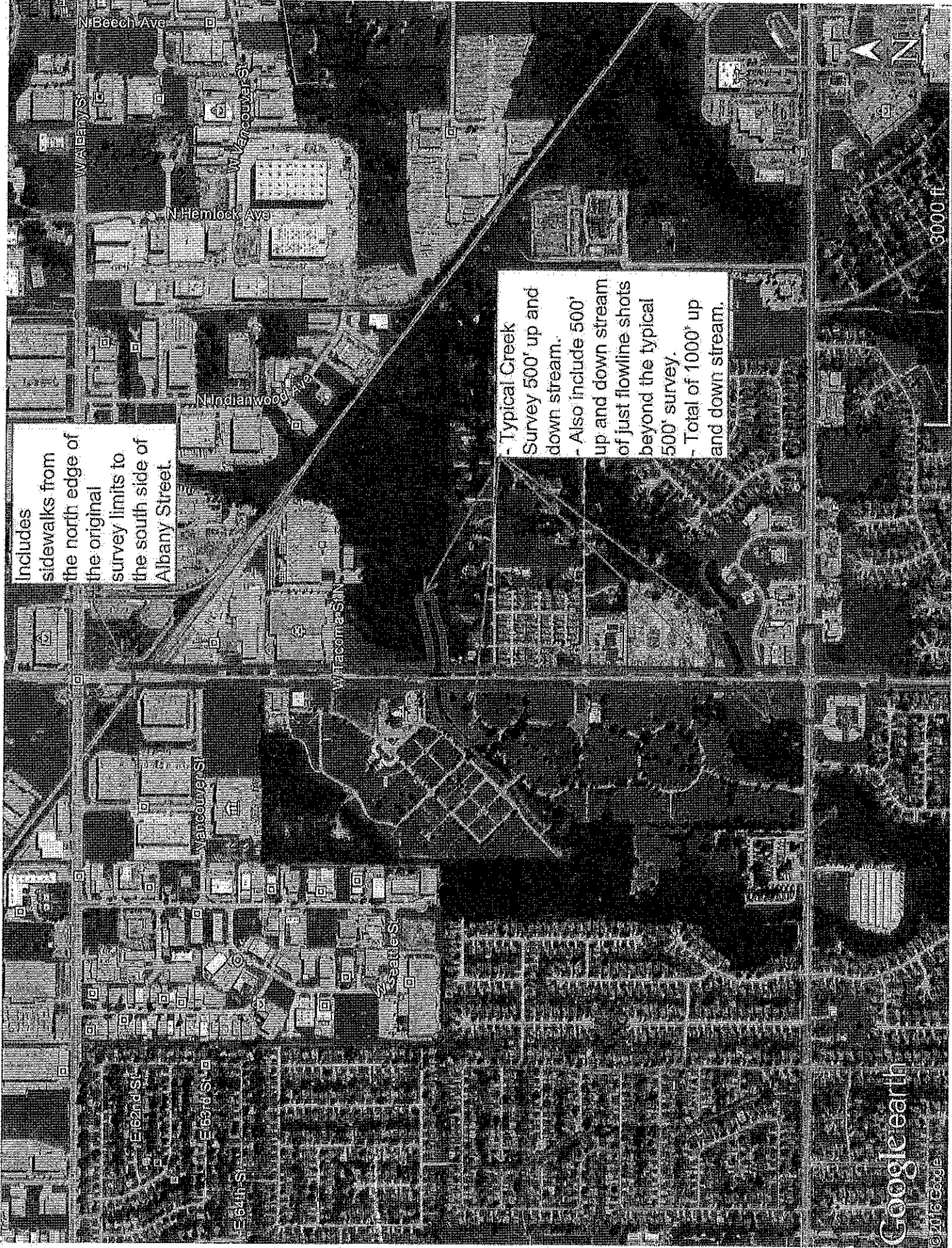
**COMPENSATION FOR SERVICES**

- The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.

Submitted for approval by:

  
\_\_\_\_\_  
Brian Bird, PLS

Date: 12/6/16



Includes sidewalks from the north edge of the original survey limits to the south side of Albany Street.

- Typical Creek Survey 500' up and down stream.
- Also include 500' up and down stream of just flowline shots beyond the typical 500' survey.
- Total of 1000' up and down stream.

3000 ft



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FRS/FISA - Jackson Barton Insurance Agency PO Box 12120 Oklahoma City OK 73157-2120		<b>CONTACT NAME:</b> Barbara Story <b>PHONE (A/C, No, Ext):</b> (405) 947-8751 <b>FAX (A/C, No):</b> (405) 946-2062 <b>E-MAIL ADDRESS:</b> BarbaraS@thefrsgroup.com	
<b>INSURED</b> CEC Corporation formerly known as Cobb Engineering 4555 W. Memorial Road Oklahoma City OK 73142-2013		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Valley Forge Ins Co	<b>NAIC #</b> 2 0508
		<b>INSURER B:</b> National Fire Ins of Hartford	2 0478
		<b>INSURER C:</b> Transportation Ins Co	2 0494
		<b>INSURER D:</b> Continental Insurance Company	3,5289
		<b>INSURER E:</b> Catlin Insurance	1 9518
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL16102708312      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4034953959	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Broad Form Endorsement \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			6014499599	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			4034952987	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6014501545	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Valuable Papers \$165,000			4034953969	11/1/2016	11/1/2017	Per Claim Prof Liab 5,000,000
E	Professional Liability			AED95857-0616	6/8/2016	6/8/2017	Professional Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: CEC# 16320 Olive Ave. Improvements, Kenosha Street to Albany Street Project No. ST1710

This certificate or memorandum of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by above listed policies.

<b>CERTIFICATE HOLDER</b> City of Broken Arrow 485 N. Poplar Street Broken Arrow, OK 74012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Cole Richardson/BARBS
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