

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
BROKEN ARROW CREEK TRAIL PHASE II
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 196032**

1.0 Professional Consulting Firm:

- 1.1 Name: R. L. Shears Company, P.C.
- 1.2 Telephone No.: 918-582-0612
- 1.3 Address: 1522 S. Carlson Ave
Tulsa, OK 74119

2.0 Project Name/Location: Broken Arrow Creek Trail Phase II, along the west side of South 1st Place between E. Ithica Place and E. Washington Street, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for Phase II of the Broken Arrow Creek Trail. The 10' wide asphalt trail begins on the north side of East Ithica Place and extends north approximately 4,500 linear feet along the west side of the South 1st Place across Washington Street and connects to the existing trail in Arrowhead Softball Complex. A Share the Road Bicycle Facility along Washington from 1st Place to Main Street will be included to connect bicyclist to the existing bike lanes on Main as well as inclusion of a pedestrian bridge, retaining walls and other appurtenances as required.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$ 119,985.00 (Lump Sum Agreement, less Right-Of-Way Phase)
\$ 4,000.00 (Not To Exceed, estimated Right-Of-Way Phase)
- 4.2 Agreement Time Design: 197 calendar days
Project Closeout: 14 calendar days
- 4.3 Estimated Construction Cost: \$ 1,626,015.00

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
R. L. SHEARS COMPANY, P.C.
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT 196032**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and R. L. SHEARS COMPANY, P.C., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to extend the Broken Arrow Creek Trail (Phase II) from Ithica Place to Washington St. (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.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations,

design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act

of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and

24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Roger D. Hughes, P.E.
Engineering Division Manager

CONSULTANT: R. L. SHEARS COMPANY, P.C.
1522 S. Carlson Ave

Tulsa, OK 74119

(918) 582-0612

Contact Name: Mr. Robert Shears ASLA, CLARB
President

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

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

R. L. SHEARS COMPANY, P.C.

By: Robert Shears
Robert Shears, President

Date: 10-3-19

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Curtis Green, City Clerk [Seal]

Date: _____

Attest: Robert Shears
Official's Full Name, Office

Date: 10-3-19

Approved as to form:

L. Spurgeon 10/4/19
Assistant City Attorney

VERIFICATION

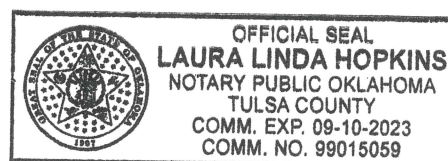
State of OKLAHOMA)
County of TULSA) §

Before me, a Notary Public, on this 3rd day of OCTOBER, 2019, personally appeared ROBERT L. SHEARS, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of R. L. SHEARS COMPANY, P.C., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

9-10-23

Laura Linda Hopkins
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of October, 2019.

1.0 PROJECT UNDERSTANDING

- 1.1 The project consists of extending the Broken Arrow Creek Trail from the Phase I termination point at on South 1st Place on the north side of East Itlica across Washington Street to connect to the existing trail in the Arrowhead Softball Complex.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has \$1,750,000.00 (\$1,000,000.00 CITY & \$750,000.00 TAP GRANT) budgeted for this PROJECT that includes all professional consultant fees, right of way acquisition and project construction monies. The CONSULTANT is responsible for providing appropriate design to remain within OWNER's budget.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for Phase II of the Broken Arrow Creek Trail. The 10' wide asphalt trail begins on the north side of East Itlica Place and extends north approximately 4,500 linear feet along the west side of the South 1st Place across Washington Street and connects to the existing trail in Arrowhead Softball Complex. A Share the Road Bicycle Facility along Washington from 1st Place to Main Street will be included to connect bicyclist to the existing bike lanes on Main. The project scope also includes: drainage and stormwater design with addition of proposed pedestrian bridge, preparation and submittal of hydraulic study for proposed pedestrian bridge utilizing existing FEMA study and showing "no rise" impact, preparation and submittal of environmental/NEPA kick-off packet for environmental studies by others, preparation and inclusion of SP3 plan sheets, design of any required retaining walls or other appurtenances, preparation and submittal of geotechnical investigation/report for proposed pedestrian bridge foundations, and utility coordination for relocations.
- 2.2 The construction of this trail is funded jointly by City of Broken Arrow and Oklahoma Department of Transportation (ODOT), through an awarded Transportation Alternatives Program (TAP) Application through the Indian Nations Council of

Governments (INCOG).

- 2.3 A Geotechnical Report (Soils Report) will be provided for the proposed pedestrian bridge foundations in this project.
- 2.4 Assistance during construction is not included in this agreement but can be negotiated by OWNER on an as needed basis.

3.0 SCOPE OF SERVICES

- 3.1 **ADMINISTRATIVE/MANAGERIAL DUTIES:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 **TOPOGRAPHIC SURVEY 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 distances no greater than 1000 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
 - 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
 - 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
 - 3.2.4 Locate buildings or portions of, large structures, paved areas, public utilities visibly marked, large storm water drainage systems and structures as practicable with a Digital Terrain Model with one foot contours.
 - 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.3.

- 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2018 or earlier version) of the final survey.
- 3.3 RIGHT OF WAY DOCUMENT 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 Prepare "Ultimate", see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon survey documents and coordination with utility companies.
- 3.3.1.1 Prepare "Ultimate" right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.
- 3.3.1.2 Prepare Right-of-Way map/plan sheet(s).
- 3.3.1.3 Procure and provide Property Reports on **8 (assumed for initial estimating purposes)** parcels of unplatted properties and properties with less than "Ultimate" Right-of-Way currently provided.
- 3.3.1.4 Provide acquisition support services.
- 3.3.1.5 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating "Ultimate" right-of-way documents for the project final taking/acquisitions requirements.
- 3.3.2 Provide one time only right-of-way staking services for **8 parcels (assumed for initial estimating purposes)**.
- 3.4 PRELIMINARY FIELD REVIEW PLANS (APPROX. 30% PLANS) PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Prepare and submit Hydraulic Study for proposed pedestrian bridge utilizing existing FEMA model. Hydraulic modeling shall be performed with the goal of sizing the proposed pedestrian bridge to provide zero rise when compared with existing FEMA modeling. Study and modeling shall conform to City of Broken Arrow and FEMA standards and requirements.
- 3.4.2 Prepare Preliminary Field Review Plans drawings for proposed construction to include: utility coordination and relocation, submit NEPA plans and documents to ODOT, topo survey with boundary information sheet, existing utilities plan sheet, title sheet, pay items quantities and notes sheet, plan and profile sheets showing vertical and horizontal alignments, preliminary construction details and typical sections sheets, and storm water management sheets.
- 3.4.3 Submit plans to utility companies and begin utility relocation coordination.
- 3.4.4 Prepare a budgetary cost estimate for the proposed improvements.
- 3.4.5 Submit five (5) 11"x17" paper copies and one (1) PDF copy of the preliminary design for review by the OWNER and ODOT.
- 3.4.6 Attend meeting to review Preliminary Field Review Plans and provide meeting minutes.

3.5 FINAL FIELD REVIEW PLANS (APPROX. 60% PLANS) 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 Prepare Final Field Review Plans and documents drawings for proposed construction to include: NEPA plans and documents to ODOT, title sheet, pay quantity sheet, key map, right of way plans, geometric layout plan, pedestrian bridge plan and profile sheets, pedestrian bridge abutment plan and elevation sheets, pedestrian bridge detail sheet, trail plan and profile sheets, trail detail plan sheets, typical sections construction detail sheets, stormwater plan and profiles sheet, stormwater construction details sheet, signage and striping sheets, share the road bicycle sheets, retaining wall and miscellaneous details as required and cross section sheets.
 - 3.5.2 Prepare and submit geotechnical investigation/report for proposed pedestrian bridge foundations.
 - 3.5.3 Continue utility relocation coordination as necessary.
 - 3.5.4 Prepare a budgetary cost estimate for the proposed improvements.
 - 3.5.5 Submit five (5) 11"x17" paper copies and one (1) PDF copy of the preliminary design for review by the OWNER and ODOT.
 - 3.5.6 Attend meeting to review Final Field Review Plans and provide meeting minutes.
- 3.6 FINAL PLAN FOR REVIEW (90% COMPLETE PLANS) PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.6.1 Finalize the plan sheets noted above based on review comments provided by Client and prepare the following additional items:
 - 3.6.2 Prepare construction cost estimate with a 10% contingency.
 - 3.6.3 Prepare construction specifications.
 - 3.6.4 Finalize utility relocation coordination as necessary.
 - 3.6.5 Submit five (5) bound sets of reduced-size prints of pre-final construction plans on 11" x 17" plain white bond paper, and a PDF copy a flash drive of pre-final construction plans and specifications, to the OWNER and ODOT for distribution and review.
 - 3.6.6 Attend meeting to review Pre-Final plans and provide meeting minutes.
- 3.7 FINAL PLANS (100%) PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.7.1 Finalize the plan sheets and construction documents noted above based on review comments provided by OWNER.
 - 3.7.2 Upload signed and sealed plans to ODOT's ProjectWise Folders and submit a set of plans and a PDF copy for final construction bid documents to the OWNER.
- 3.8 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:
- 3.8.1 This project will be let through ODOT, therefore, services for this phase are not included in this agreement.

3.9 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:

3.9.1 Incorporate changes into the drawings and produce Record Drawings.

3.9.2 Submit record drawings on electronic media (AutoCAD 2018 or earlier version and pdf).

3.10 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):

Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of October, 2019.

- 1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.
- 2.0 DESIGN ANALYSIS:** The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.
- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.
- 5.0 SUBMITTAL OF PLAN DOCUMENTS AT VARIOUS PHASES:** The CONSULTANT shall submit plans at each phase, including final bid documents, to ODOT through ProjectWise in accordance with and meeting ODOT requirements.

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply and shall be made a part of the AGREEMENT dated the _____ day of October, 2019.

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 Topographic Survey Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,485.00 for the completion of a site survey.
- 1.2 Right of Way Phase Payment: The OWNER shall pay the CONSULTANT a not to exceed amount of \$4,000.00 for the completion of a legal descriptions, parcel maps and staking. (\$500.00 per parcel, a maximum of eight (8) parcels)
- 1.2 Preliminary Field Review Plans (Approx. 30% Plans) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$26,900.00 for the completion of the Preliminary Field Review Plans (Approx. 30% Plans) Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Field Review Plans (Approx. 60% Plans) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$30,500.00 for the completion of the Final Field Review Plans (Approx. 60% Plans) Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Final Plans for Review (90% Plans) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$34,440.00 for the completion of the Final Plans for Review (90% Plans) Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Final Plans (100%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$12,660.00 for the completion of the Final Plans (100%) Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$2,000.00 for the completion of record drawings.

- 1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 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.

3.0 MILEAGE

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

4.0 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.

5.0 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 CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

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 October, 2019.

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 N/A

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, P.C. (CONSULTANT)
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of October, 2019.

1.0 TOPOGRAPHIC SURVEY PHASE:

- 1.1 Notice to Proceed #1: TBD
- 1.2 Topo Survey: 30 days from NTP#1
- 1.3 Submit Topo Survey: 30 days from NTP#1

2.0 PRELIMINARY FIELD REVIEW PLANS (APPROX. 30% PLANS) PHASE:

- 2.1 Notice to Proceed #2: TBD
- 2.2 Prepare Preliminary Field Review Plans: 30 days from NTP#2
- 2.3 Prepare Preliminary Cost Estimate: 30 days from NTP#2
- 2.4 Submit Preliminary Field Review Plans & Cost Estimate: 30 days from NTP#2
- 2.5 Owner and ODOT Review: 21 days from Prelim Field Review Plans Submittal

3.0 FINAL FIELD REVIEW PLANS (APPROX. 60% PLANS) PHASE:

- 3.1 Notice to Proceed #3: TBD
- 3.2 Prepare Final Field Review Plans: 30 days from NTP#3
- 3.3 Prepare Final Field Review Cost Estimate: 30 days from NTP#3
- 3.4 Submit Final Field Review Plans & Cost Estimate: 30 days from NTP#3
- 3.5 Owner Review: 21 days from Final Field Review Plans and Specifications submittal

4.0 FINAL PLAN FOR REVIEW (90% COMPLETE PLANS) PHASE:

- 4.1 Notice to Proceed #4: TBD
- 4.2 Prepare Final Plan for Review: 30 days from NTP#4
- 4.3 Prepare Final Plan Cost Estimate for Review: 30 days from NTP#4
- 4.4 Submit Final Plan & Cost Estimate for Review: 30 days from NTP#4
- 4.5 Owner Review: 21 days from Final Plan & Cost Estimate Review Plans and Specifications submittal

5.0 FINAL PLANS (100%) PHASE:

- 5.1 Notice to Proceed #5: TBD

- 5.2 Prepare Final Plans and other documents for bidding purposes: 14 days from NTP#5
- 5.3 Upload Final Plans to ODOT's ProjectWise Network: 14 days from NTP#5
- 5.4 Submit Final Plans to City of Broken Arrow: 14 days from NTP#5

6.0 PROJECT CLOSE-OUT PHASE:

- 6.1 Incorporate redlines from contractor and any field changes into drawing files and submit .dwg drawing files to the OWNER: 14 days after receipt of redlines from contractor.

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