

**AGREEMENT SUMMARY
BROKEN ARROW MUNICIPAL AUTHORITY
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
BAMA PROJECT NUMBER S.1605**

1.0 Professional Consulting Firm:

- 1.1 Name: RJN Group, Inc.
- 1.2 Telephone No.: (918) 627-9737
- 1.3 Address: 4150 South 100th East Avenue, Suite 405, Tulsa, OK 74146

2.0 Project Name/Location: Haikey Creek Interceptor Phase 1 Improvements
Broken Arrow, Oklahoma

3.0 Statement of Purpose: Engineering design for 4,570 linear feet of 48-inch slip-lining of an existing 54-inch diameter, concrete sanitary sewer interceptor, manhole rehabilitation of 10 manholes, and coordination of CCTV and heavy cleaning to remove excessive solids prior to slip-lining. Perform easement/ownership research and prepare easement documents as required. Capacity Goal: Consultant shall provide hydraulic calculations confirming that final project will deliver 29.1 MGD of peak hydraulic capacity for future ultimate build-out.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$295,505.00
- 4.2 Agreement Time: 270 calendar days
- 4.3 Estimated Construction Cost: \$3,715,000.00

5.0 Contract Documents and Priority: The Broken Arrow Municipal Authority (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
BROKEN ARROW MUNICIPAL AUTHORITY
AND
CONSULTANT**

This AGREEMENT, including Attachments A through E, between the Broken Arrow Municipal Authority (OWNER) and RJN Group, Inc. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to construct Haikey Creek Trunk Line Phase I Improvements (PROJECT) for which OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the ____ day of May, 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 bidding and construction phase services are included under separate Agreement or Amendment, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - 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 7 - LIABILITY

7.1 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.

7.2 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.

7.3 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.

7.4 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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.

ARTICLE 15 - DELAY IN PERFORMANCE – continued

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 16 - COMMUNICATIONS

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

OWNER: Broken Arrow Municipal Authority (BAMA)
485 North Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Thomas D. Hendrix, P.E.
Engineering Division Manager/City Engineer

CONSULTANT: RJN Group, Inc.
4150 South 100th East Avenue, Suite 405
Tulsa, OK 74146
Contact: Mr. Thomas G. Prag, P.E.
Senior Project Manager

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

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 21, 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 8.

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 (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 Consultant will indemnify, defend and hold harmless Owner against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable 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:

Broken Arrow Municipal Authority

Approved as to form:

By [Signature]
Assistant City Attorney

CONSULTANT:

RJN Group, Inc.

By [Signature]
President

By _____
Craig Thurmond, BAMA Chairman

(CORPORATE SEAL) if applicable

Date _____

ATTEST: [Signature]
Secretary

Attest:

Date 4/19/16

Secretary

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 Senior Project Manager 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
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)
FOR
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
BAMA PROJECT NUMBER S.1605**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of May, 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 Haikey Creek Interceptor Phase 1 Improvements. 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 has \$360,000.00 budgeted for this PROJECT that includes all professional consultant fees. 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.

2.0 PROJECT SCOPE

CONSULTANT shall provide engineering design services for 4,570 linear feet of 48-inch slip-lining of an existing 54-inch concrete sanitary sewer interceptor; light & heavy cleaning and televising of referenced interceptor; manhole inspections; and rehabilitation design for 10 manholes. CONSULTANT shall also coordinate gas, electric and other utility locations service with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Confined Space Entry Manhole Inspections (10 EA)
- Pipeline Cleaning and Televising (4,570 LF)
- Public Utility Coordination
- Governmental Agency Coordination
- Preliminary Engineering
- Easement/Ownership Research and Easement Document Preparation (if needed)
- Final Engineering

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 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:
- 3.2.1 Conduct preliminary coordination with private and public utility companies.
 - 3.2.2 Conduct Manhole Inspections and prepare recommendations.
 - 3.2.3 Determine Easement Requirements, including Temporary Construction Easements, and prepare preliminary documents.
 - 3.2.4 Perform preliminary hydraulic analysis and design.
 - 3.2.5 Perform preliminary layout and design.
 - 3.2.6 Prepare preliminary construction plans of proposed project.
 - 3.2.7 Prepare preliminary special provisions.
 - 3.2.8 Prepare preliminary quantity estimate.
 - 3.2.9 Prepare preliminary estimate of construction costs using 15% contingency.
 - 3.2.10 Submit seven (7) bound sets of 1/2 size prints and one (1) set of full-size prints (if required) of the preliminary conceptual plans.
- 3.3 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:
- 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.3.2 Procure and provide Property Report on all easement acquisition parcels (if required).
 - 3.3.3 Meet with utility companies and Broken Arrow Municipal Authority 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 Municipal Authority approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
 - 3.3.4 Prepare and complete final design.

- 3.3.5 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.3.6 Prepare final quantity estimates.
 - 3.3.7 Prepare final estimate of construction costs with a 10% contingency.
 - 3.3.8 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.
 - 3.3.9 Prepare Contract proposals in units compatible with Broken Arrow Municipal Authority specifications.
 - 3.3.10 Submit seven (7) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents and three (3) sets of 1/2 size prints of final Municipal Authority utility relocation plans, if required, to the Owner for distribution and review.
 - 3.3.11 Submit five (5) sets of 1/2 size prints, to all private utilities. Digital copies of the plans shall be supplied to the utilities at their request and subject to the Owner's approval.
 - 3.3.12 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings on reproducible media, and electronic files of final drawings (AutoCAD 2013 or earlier version and a pdf file) on CD or DVD media, one (1) master set of final specifications on electronic media and paper. Provide record drawings of final plans on reproducible media, and electronic files (AutoCAD 2013 or earlier version and a pdf file) on CD or DVD media, based on information provided by the City reflecting field changes.
- 3.4 BID ASSISTANCE PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.5 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.6 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
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)
FOR
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
BAMA PROJECT NUMBER S.1605**

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 May, 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 if needed);
- 1.5 Standard Construction Details; and
- 1.6 Standard Construction Drawings.

2.0 EASEMENT DOCUMENTS: The CONSULTANT shall submit in full, in accordance with this AGREEMENT, the following documents:

- 2.1 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.2 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.3 Closure Report;
- 2.4 Surveyor's Certification Document;
- 2.5 Ownership Certification Report; and;
- 2.6 Individual Property Appraisal Request Form.

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

- 3.1 Wastewater Collection System Design:
 - 3.1.1 Wastewater Flow Projections;
 - 3.1.2 Gravity flow analysis showing flow velocities;
 - 3.1.3 ODEQ Construction Permit (if required)
- 3.2 Other Engineer Design Calculations.

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

- 4.1 Advertisement Documents:
 - 4.1.1 Advertisement for bids;
 - 4.1.2 Notice to Bidders;
 - 4.1.2 Information to Bidders;
- 4.2 Bid Documents:
 - 4.2.1 Bid Proposal;
 - 4.2.2 Bid Affidavit;
 - 4.2.3 Bid Bond;
- 4.3 Agreement Documents:
 - 4.3.1 Agreement;
 - 4.3.2 Bonds (Performance, Payment, and Maintenance);
 - 4.3.3 Bond Certification;
 - 4.3.4 Change Order;
 - 4.3.5 Work Directive;
 - 4.3.6 Pay Estimate Form;
 - 5.3.7 Release of Claimant;
- 4.4 Project Conditions:
 - 4.4.1 General Conditions;
 - 4.4.2 Special Conditions;
- 4.5 Construction Specifications

**ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)
FOR
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
BAMA PROJECT NUMBER S.1605**

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 May, 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. For this specific Project, OWNER shall furnish to CONSULTANT, topographic survey of 50 feet by 50 feet swath centered around each affected sanitary sewer manhole on wastewater interceptor to be rehabilitated.
- 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
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)
FOR
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
BAMA PROJECT NUMBER S.1605**

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 May, 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 Cleaning & Televising Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$57,935.00 for the completion of Light cleaning, Heavy cleaning, and Closed circuit televising services for 4,570 linear feet of 54-inch sanitary sewer interceptor. This amount is based on the assumption of approximately 1,420 linear feet of heavy cleaning required, including debris removal and disposal at City provided location. It is also based on the assumption of approximately 3,150 linear feet of light cleaning defined as three (3) passes with Jet-Vac equipment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Engineering Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$150,870.00 for ten (10) manhole inspections and the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Engineering Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$79,200.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Easement & Right-of-Way Phase Payment: The OWNER shall pay the CONSULTANT a lump-sum amount of \$7,500.00 for the completion of existing ownership, easement & right-of-way research and preparation of any necessary easement documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 Bidding Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
- 1.6 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.
- 1.7 Project Closeout 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:

Professional Services

Principal	\$204.00
Project Manager	\$187.00
Project Engineer	\$96.00
Field Manager	\$85.00
Field Supervisor	\$76.00
Field Technician	\$65.00
CAD Designer	\$102.00
Resident Project Representative I	\$96.00
Clerical/Administrative	\$72.00

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
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
RJN GROUP, INC. (CONSULTANT)
FOR
HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS
BAMA PROJECT NUMBER S.1605**

PROJECT SCHEDULE

The attached Consultant schedule shall be made a part of the AGREEMENT dated the _____ day of May, 2016.

PROJECT SCHEDULE

BROKEN ARROW MUNICIPAL AUTHORITY HAIKEY CREEK INTERCEPTOR PHASE 1 IMPROVEMENTS BAMA PROJECT NUMBER S.1605

Task	Calendar Days	Start	Finish
Notice to Proceed	1	5/2/16	5/2/16
Cleaning / CCTV	54	5/2/16	6/24/16
Manhole Inspections	26	5/2/16	5/27/16
Hydraulic Analysis	26	5/2/16	5/27/16
Prepare Preliminary Construction Plans (60%)	117	5/27/16	8/26/16
Submit Preliminary Construction Plans (60%)	1	8/26/16	8/26/16
Owner Review	22	8/26/16	9/16/16
Review Meeting	1	9/16/16	9/16/16
Prepare Final Construction Plans & Specifications (90%)	64	9/16/16	11/18/16
Determine Easement Requirements	29	9/16/16	10/14/16
Submit Easement Documents (if required)	1	10/14/16	10/14/16
Review Utility Relocation Plans (if required)	29	9/16/16	10/14/16
Submit Final Construction Plans & Specifications (90%)	1	11/18/16	11/18/16
Owner Review	29	11/18/16	12/16/16
Review Meeting	1	12/16/16	12/16/16
Prepare Final Bid Documents	43	12/16/16	1/27/17
Submit Final Bid Documents	1	1/27/17	1/27/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2016

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).

PRODUCER HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604		CONTACT NAME: CSU Chicago PHONE (A/C, No, Ext): E-MAIL: CSuchicago@hubinternational.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins Co	
		INSURER B: Hartford Fire Insurance Company	
		INSURER C: Continental Casualty Company	
		INSURER D: Twin City Fire Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 811016320 **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 CERTIFICATION 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 INSD	SUBR WVP	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			83UUNAJ1317	8/1/2015	8/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			83UENAJ1418	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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 \$10,000			L6012275414	8/1/2015	8/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WEPL1585	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Haikey Creek Interceptor Phase 1 Improvements Broken Arrow, Oklahoma

CERTIFICATE HOLDER

CANCELLATION

Broken Arrow Municipal Authority (BAMA) Attn: Mr. Thomas D. Hendrix, P.E. 485 North Poplar Avenue Broken Arrow OK 74012	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

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.

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PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED RJN Group, Inc. 200 West Front Street Attn: Alan J. Hollenbeck, P.E. (CEO) Wheaton, IL 60187	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allied World Surplus Lines Insurance Company	24319
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W1395840

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Pollution			03091208	08/01/2015	08/01/2016	\$3,000,000/\$3,000,000 Per Claim/Agg \$3,000,000/\$3,000,000 Per Claim/Agg Retro Active Date: 08/01/1994

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Broken Arrow Municipal Authority (BAMA) Attn: Mr. Thomas D. Hendrix, P.E. Engineering Division Manager/City Engineer 485 North Poplar Avenue Broken Arrow, OK 74012	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

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