

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
EAGLE CREEK DRAINAGE IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
SW1604**

1.0 Professional Consulting Firm:

- 1.1 Name: Utley & Associates, LLC
- 1.2 Telephone No.: (405) 341-9555
- 1.3 Address: 10001 Forest Glade Drive
Oklahoma City, OK 73151

2.0 Project Name/Location: Eagle Creek Drainage Improvements – On 49th Street and Omaha Avenue adjacent to and within Eagle Creek Subdivision.

3.0 Statement of Purpose: As part of the 2011 Bond Issue, allocated funds to address the frequency of the flooding on 49th Street and Omaha Avenue adjacent to and within Eagle Creek Subdivision.

In order to accomplish this task, the City must incorporate a series of stormwater conveyance and storage techniques. These techniques will likely include the construction of additional storm sewer do convey runoff to the Eagle Creek Detention pond and the replacement of the culvert under Omaha Avenue.

4.0 Agreement Summary:

- 4.1 Agreement Amount: \$ 52,000.00
- 4.2 Agreement Time: 238 calendar days from NTP
- 4.3 Estimated Construction Cost: \$ TBD

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 to the clauses, provisions, and the documents identified as below, all of which are made part of this AGREEMENT. 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 (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
EAGLE CREEK DRAINAGE IMPROVEMENTS
SW1604**

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

WITNESSETH:

WHEREAS, OWNER as part of the 2011 Bond Issue, allocated funds to address the frequency of the flooding on 49th Street and Omaha Avenue adjacent to and within Eagle Creek Subdivision. (EAGLE CREEK DRAINAGE IMPROVEMENTS), (PROJECT) in which, OWNER has requested that CONSULTANT provide certain professional services as required, and

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

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 17th day of November, 2015.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this AGREEMENT shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

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.

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:	City of Broken Arrow 485 N. Poplar Street Broken Arrow, OK 74012
	Contact: Mr. Jeff Bigby, P.E. Stormwater Division Manager
CONSULTANT:	Utley & Associates, LLC 10001 Forest Glade Drive Oklahoma City, OK 73151
	Contact Name: Mr. Marc Utley, P.E. Owner

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 AGREEMENT, 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 AGREEMENT, 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 CONSULTANT'S 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 AGREEMENT; and

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

24.2 CONSULTANT will indemnify, defend and hold harmless the 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, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any sub-consultant utilized by CONSULTANT 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 Lesli Myers
Asst. City Attorney

CONSULTANT:

Utley & Associates, LLC

By Marc Utley
President/CEO

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) if applicable

Date _____

ATTEST: _____
Secretary

Attest:

Date 11/11/15

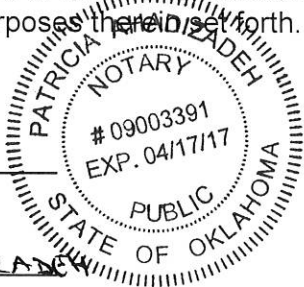
City Clerk

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 11th day of November, 2015, personally appeared Marc Utley, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: President of Utley & Associates, LLC., 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:
04/17/17



PATRICIA AHADIZADEH
Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
EAGLE CREEK DRAINAGE IMPROVEMENTS
SW1604**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 17th day of November, 2015.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER as part of the 2011 Bond Issue, allocated funds to address the frequency of the flooding on 49th Street and Omaha Avenue adjacent to and within Eagle Creek Subdivision.

In order to accomplish this task, the City must incorporate a series of stormwater conveyance and storage techniques. These techniques will likely include the construction of additional storm sewer do convey runoff to the Eagle Creek Detention pond and the replacement of the culvert under Omaha Avenue.

2.0 PROJECT SCOPE

Provide Land Survey data as required to design proposed improvements. Prepare hydraulic and hydrologic modeling and calculations required to design the additional storm sewer for 49th Street and the replacement culvert for Omaha Avenue. Produce construction plans of proposed improvements, including quantities and an Engineer's Estimate.

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 confirm 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.
 - 3.2.2 Conduct all field surveys, including control, topographical 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 Review all previous drainage studies and hydrologic/hydraulic investigations pertinent to the PROJECT and provide recommendations to the OWNER with respect to design storm events and subsequent stormwater runoff.
 - 3.2.5 Prepare a proposed stormwater drainage system layout complete with stormwater collection points; conveyance mechanisms, such as underground piping and open channels; storage facilities and discharge structures.
- 3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E.
- 3.3.1 Prepare any additional utility easement documents for said PROJECT.
 - 3.3.2 Conduct any hydrologic investigations and hydraulic backwater analyses necessary to prepare a stormwater report detailing the design storm event and subsequent stormwater runoff conveyed by the proposed stormwater drainage system for the PROJECT.
 - 3.3.3 Perform preliminary stormwater drainage system alignment layout and design (plan and profile sheets).
 - 3.3.4 Perform preliminary detention facility layout and design (grading plans and cross sections).
 - 3.3.5 Perform preliminary culvert alignment layout and design (plan and profile sheets).
 - 3.3.6 Prepare preliminary construction plans of remaining standard sheets for PROJECT.
 - 3.3.7 Prepare preliminary special provisions and specifications.
 - 3.3.8 Prepare preliminary quantity estimate.
 - 3.3.9 Prepare preliminary construction cost estimate using 15% to 20% contingency.
 - 3.3.10 Submit eight (8) bound sets of ½ size prints and one (1) bound set

of full-size prints (if required) of the preliminary plans indicating utility easements required for the project.

3.3.11 Attend and participate in one (1) preliminary (65%) design review meeting at OWNER'S offices.

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 Prepare and complete final design.

3.4.3 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.4.4 Prepare final quantity estimates.

3.4.5 Prepare final estimate of construction costs with a 10% contingency.

3.4.6 Prepare OWNER'S Contract Documents, which includes all necessary construction plans, specifications and bid documents. All documents shall be suitable for original camera-ready copy.

3.4.7 Prepare contract proposals in units compatible with OWNER'S specifications.

3.4.8 Submit eight (8) bound sets of ½ size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, eight (8) sets of final contract bid documents and eight (8) sets of ½ size prints of final OWNER utility relocation plans, if required, to the OWNER for distribution and review.

3.4.9 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.

3.4.10 Coordinate with all permitting agencies and prepare responses as required to address questions during construction permitting process.

3.4.11 Attend and participate in one (1) final (90%) design review meeting at OWNER'S offices.

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, one (1) set of final drawings on reproducible media (vellum) and electronic media (AutoCAD 2012 or later version), 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 point of contact for technical questions that arise 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 contract award, if requested.
- 3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.7 PROJECT CLOSE-OUT: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.7.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.7.2 Submit one (1) set of record drawings on reproducible media (vellum).
 - 3.7.3 Submit record drawings on electronic media (AutoCAD 2013 or later version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
EAGLE CREEK DRAINAGE IMPROVEMENTS
SW1604**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following required documents in Attachment B shall be submitted to the OWNER in final format and shall be made a part of the AGREEMENT dated the 17th day of November, 2015.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets [it is understood that OWNER may require separate Construction Plan Sets as designated by an asterisk (*)]:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Erosion/Sediment/Runoff Control Plans and Details;
- 1.4 Stormwater Drainage System Extension/Relocation Plan and Profiles;
- 1.5 Culvert System Improvement Plan and Profiles (*);
- 1.6 Detention Facilities Plans and Details (*);
- 1.7 Required Cross Sections;
- 1.8 Standard Construction Details; and
- 1.9 Standard Construction Drawings.

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

- 2.1 Utility Easement Plans;
- 2.2 Individual Legal Description Documents for permanent easements and temporary construction easements;
- 2.3 Individual Easement Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report (if applicable; and
- 2.7 Individual Property Appraisal Request Form (if applicable).

3.0 COMPLIANCE/PERMITTING DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT as required, the following documents:

- 3.1 OWNER'S Earth Change Permit, if applicable;
- 3.2 OWNER'S Floodplain Permit, if applicable;
- 3.3 OWNER'S Stormwater Development Permit;
- 3.4 State of Oklahoma Department of Environmental Quality (ODEQ)

Stormwater Pollution Prevention Plan (SWP3), if required:

- 3.4.1 SWP3 Report;
 - 3.4.2 Environmental Clearances, if required by funding;
 - 3.4.3 Owner, Contractor and Engineer's Certifications;
 - 3.4.4 Approved Grading/Erosion Control Construction Plans;
 - 3.4.5 Standard Erosion Control Details;
 - 3.4.6 Inspector's Report Forms; and
 - 3.4.7 Engineering Report.
- 3.5 United States Army Corps of Engineers (USACE) Federal Clean Water Act, Section 404 Permit, if necessary;

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

- 4.1 Stormwater/Drainage Calculations
 - 4.1.1 Peak Drainage Runoff Discharges and Collection Point Analysis;
 - 4.1.2 Energy Gradient/Hydraulic Gradient Lines associated with Peak Runoff Discharge in Conveyance System;
 - 4.1.3 Detention Storage Volumes and Routing Rates;
 - 4.1.4 Detention Outfall Hydraulic Performance Calculations;
- 4.2 Other Engineer Design Calculations as required to complete the AGREEMENT.

5.0 CONTRACT DOCUMENTS: None.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
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SW1604**

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 17th day of November, 2015.

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'S 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 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 coordination, costs and filing of the required legal documents, if necessary;
- 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; and
- 1.7 OWNER shall be responsible for all permit fees from government (i.e. ODOT/ODEQ) or private (i.e. gas/electric companies) agencies associated with the PROJECT.

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
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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 17th day of November, 2015.

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 Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$20,160.00 for the services rendered as a part of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.2 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,920.00 for the services rendered as a part of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.3 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,920.00 for the services rendered as a part of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.
- 1.4 Bidding Services/Record Drawing Phase Payment. The OWNER shall pay the CONSULTANT a lump sum amount of \$4,000.00 for the services rendered as a part of the Bidding Services/Record Drawing Phase. This amount includes all labor, material, overhead and profit associated with

the Scope of Services. The amount may be invoiced and paid as a percentage complete of the overall amount.

- 1.5 Construction Services Phase: The OWNER may negotiate professional services fee 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.

6.0 ADDITIONAL SERVICES

OWNER and CONSULTANT agree that during the course of design certain specific unforeseen conflicts and/or opportunities may arise that are not specifically addressed in the SCOPE OF SERVICES. These conflicts and/or opportunities may create a need for Additional Services not identified by the AGREEMENT. OWNER may request a proposal for time and cost in accordance with the CONSULTANT Rate Schedule. Additional Services may be incorporated into this AGREEMENT upon the written authorization by the OWNER and corresponding written acceptance by the CONSULTANT.

A/E FEE PROPOSAL AND HOURLY RATES

Principal Engineer:	\$125.00
Professional Engineer:	\$ 90.00
Senior Technician:	\$ 85.00
Clerical:	\$ 27.00

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
UTLEY & ASSOCIATES, LLC (CONSULTANT)
FOR
EAGLE CREEK DRAINAGE IMPROVEMENTS
SW1604**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 17th day of November, 2015.

1.0 CONCEPTUAL DESIGN PHASE: (105 DAYS)

- | | | |
|-----|----------------------------------|-------------------|
| 1.1 | Notice to Proceed: | November 18, 2015 |
| 1.2 | Conduct Project Survey: | Week 1-3 |
| 1.3 | Prepare Conceptual Design Plans: | Week 4-13 |
| 1.4 | Submit Conceptual Design Plans: | Week 14 |
| 1.5 | Owner Review: | Week 14-15 |

2.0 PRELIMINARY DESIGN PHASE: (112) DAYS

- | | | |
|-----|--|------------|
| 2.1 | Notice to Proceed: | Week 15 |
| 2.2 | Prepare Preliminary Plans: | Week 15-29 |
| 2.3 | Submit Preliminary Construction Plans: | Week 29 |
| 2.4 | Owner Review: | Week 29-31 |

3.0 FINAL DESIGN PHASE: (21 DAYS)

- | | | |
|-----|------------------------------------|------------|
| 3.1 | Notice to Proceed: | Week 31 |
| 3.2 | Prepare Final Documents: | Week 31 |
| 3.3 | Submit Final Documents for Review: | Week 31 |
| 3.4 | Owner Review: | Week 31-33 |
| 3.5 | Prepare Bid Documents: | N/A |
| 3.6 | Submit Bid Documents: | N/A |

4.0 BIDDING SERVICES PHASE: (To Be Negotiated)

- | | | |
|-----|-------------------------------|-----|
| 4.1 | Advertise Contract Documents: | TBD |
| 4.2 | Open Bids: | TBD |
| 4.3 | Recommendation for Award: | TBD |
| 4.4 | Award at BAMA Meeting: | TBD |

5.0 CONSTRUCTION OVERSIGHT PHASE: (To Be Negotiated)

- | | | |
|-----|--|--|
| 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:
- 5.6 Provide Record Drawings: