

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
BKL, INC.  
FOR  
SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1  
PROJECT 2152260**

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

**W I T N E S S E T H:**

WHEREAS, OWNER intends to construct Norfolk Drive from Aspen Avenue, east approximately 1200 feet. (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. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this Agreement by the CONSULTANT shall be as an independent contractor.

**ARTICLE 4 – ORGANIZATION OF 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. CONSULTANT shall add OWNER as an additional insured to the General Liability Insurance and Automobile Liability Insurance policies identified above. All PROJECT sub-consultants shall be required to name OWNER as an additional insured to its General Liability Insurance and Automobile Liability Insurance policies. 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 subconsultant'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 (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 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: BKL, INC.  
1623 E. 6<sup>TH</sup> STREET  
918-835-9588

Contact Name: Ryan Mahaffey  
Project Manager

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:**

BKL, INC.

By: Stacy Loeffler  
Stacy Loeffler, President

Date: 3/31/2021

(CORPORATE SEAL, IF APPLICABLE)

Attest:

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City Clerk [Seal]

Date:

Approved as to form:

Aly S  
Assistant City Attorney

Attest:

Daniel Polasek

Daniel Polasek, Secretary/Treasurer

Date: 3/31/2021



## VERIFICATION

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
 ) §

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared \_\_\_\_\_, known to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of BKL, INC., 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:

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## Notary Public

**ATTACHMENT A**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW**  
**AND**  
**BKL, INC.**  
**FOR**  
**SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1**  
**PROJECT 2152260**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the \_\_\_ day of April, 2021.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements for a new roadway from Aspen Avenue to approximately 1,200 feet east of Aspen Avenue in parallel alignment to the existing Norfolk Drive on the west side of Aspen Avenue. These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project and bid quantities; 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 \$ 1,750,000.00 budgeted for this PROJECT that includes all professional CONSULTANT fees, right-of-way acquisition, utility relocation, and project construction monies. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of construction of a new roadway from Aspen Avenue to approximately 1,200 feet east of Aspen Avenue to center on existing alignment of Norfolk Drive on the west side of Aspen Avenue. The proposed roadway will be four lanes wide (13'-12'-12'-13') with curb and gutter and storm sewer. The eastern most termini will include a cul-de-sac in order to meet fire code. The project will also include the design of sidewalk, trail, sanitary sewer, waterline, storm sewer, street lighting, and a new traffic signal at Norfolk Drive and Aspen Avenue. The roadway will be designed with a speed limit of 40 MPH and will meet all AASHTO and City of Broken Arrow Standards. Storm sewer drainage will be designed per OWNER Standards and with the future development in-mind. The sidewalks will be designed for a 10-foot wide trail on the north side and a 5-foot wide sidewalk on the south side the design will meet current ADA Guidelines and PROWAG Standards. Sidewalk will not be designed along Aspen Avenue. An eight inch (8") sanitary sewer line will be designed on the south side of the new roadway with the future development in mind and the ultimate future connection to the a proposed sanitary sewer crossing the Creek Turnpike approximately 1,200 feet east of the Aspen Avenue overpass. The connection for the initial phase of the sanitary sewer line is anticipated to be a manhole that feeds into an existing lift station located near S. Poplar Avenue and W. Miami Street. The water line, an assumed ten inch (10") line, will be designed on the north side of the new roadway to connect to the exiting waterline that runs north-south along Aspen Avenue, a 12-inch line, and connect to the existing 8-inch waterline line that runs along Miami Street to provide a waterline loop. Along Aspen Avenue, the project will include a north bound Right Turn Lane (RTL) between the new roadway and the existing westbound Creek Turnpike off ramp. The project shall also

include services for the following: necessary hydraulic and hydrologic calculations for drainage design, identification of right-of-way needs, preparation of right-of-way acquisition documents (by others), assistance during acquisition, identification of the need for utility relocations any and all governmental agency coordination/permitting (assuming Nationwide 404 Permit), and the coordination of utility relocations, if necessary, geotechnical investigations along the new roadway alignment and adjacent to Aspen Avenue for the right turn lane widening, as well as a deeper boring for the sanitary sewer line construction.

## **2.0 PROJECT SCOPE**

CONSULTANT shall coordinate the subsurface exploration for paving and structures and design the subgrade and pavement section(s); perform civil design including water and sewer lines as well as grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies, as needed.

CONSULTANT shall provide consulting services as follows:

Geotechnical Services and Coordination  
Geometric, Site Grading, Drainage, Paving, and Miscellaneous Design  
Public Utility Design and Relocations (as required)  
Private Utility Relocation Services and Coordination  
Right-of-Way and Easement Geometry (as required)  
Governmental Agency Coordination/Permitting

## **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 LAND SURVEY:** Land survey will be provided by others. CONSULTANT shall utilize survey provided for their design work and will be responsible for checking accuracy and suitability of survey provided.

**3.3 PRELIMINARY DESIGN PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks (concurrent with 3.4 – Right-of-Way Design Phase) in accordance with the schedule provided in Attachment E:

- 3.3.1 Conduct all necessary geotechnical investigations and submit recommendations to the OWNER.
- 3.3.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25. Summarize storm sewer drainage on design summary included in plans. Storm sewer calculations will not be provided.
- 3.3.3 Perform preliminary roadway geometric layout and design.
  - 3.3.3.1 Provide conceptual geometric roadway layout for approval prior to completing preliminary geometric design layout.
- 3.3.4 Prepare traffic signal plans for Aspen Avenue and Norfolk Drive.
- 3.3.5 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.
- 3.3.6 Identify “Ultimate” right-of-way required to accommodate construction of project and necessary utility relocation.
- 3.3.7 Conduct pre-final coordination with private and public utility companies.
  - 3.3.7.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
  - 3.3.7.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
  - 3.3.7.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.3.8 Prepare preliminary quantity estimate.
- 3.3.9 Prepare preliminary construction cost estimate using 15% contingency.
- 3.3.10 The Preliminary Design Phase submittal shall include:
  - Geotechnical Pavement & Subsurface Soil Survey Report
  - Title Sheet
  - Pay Quantities and Pay Item/General Notes
  - Typical Sections
  - Storm Water Management Plan (SWP3)
  - Right-of-Way Map with proposed right of way
  - Project Drainage Area Map
  - Right-of-Way Map Data
  - Survey Data Sheet (Provided by OTHERS)
  - Plan and Profiles
  - Traffic Signal Layout Plan
  - Sanitary Sewer Layout Sheets
  - Waterline Layout Sheets
  - Street Lighting Layout Sheets
  - Cross Section Sheets
- 3.3.11 Perform Quality Control Review.
- 3.3.12 Submit six (6) bound sets of  $\frac{1}{2}$  size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

3.3.13 Preliminary Design Review.

3.3.14 Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.

**3.4 RIGHT-OF-WAY DESIGN PHASE (CONCURRENT WITH PRELIMINARY DESIGN)**: Following Notice to Proceed and concurrent with the Preliminary Design, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 The CONSULTANT shall provide geometric layout of proposed right-of-way and easements for use by OTHERS in preparing the legal instruments based upon the comments received from the design review and coordination with utility companies.

3.4.1.1 Assist OWNER in preparation of Right-of-Way map/plan sheet(s).

**3.5 FINAL DESIGN PHASE**: Following approval of the Preliminary Design the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.5.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.5.2 Finalize utility relocation coordination as necessary.

3.5.3 Prepare and complete final design.

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

3.5.5 Prepare final quantity estimates.

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

3.5.7 The Final Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries
- Summary of Drainage Structures, as needed
- Storm Water Management Plan (SWP3)
- Project Drainage Area Map
- Right-of-Way Map & Data
- Survey Data Sheet (Provided by OTHERS)
- Plan and Profiles
- Waterline Layout Sheets
- Sanitary Sewer Layout Sheets
- Intersection Details
- Miscellaneous Details Sheet
- Special Structural Details
- Signing & Striping
- Erosion Control Plan
- Traffic Signal Layout Plan
- Signal Phase Diagram
- Wiring Diagram
- Traffic Signal Design Tables
- Street Lighting Layout Sheets
- Construction Sequencing/Traffic Control
- Cross Sections
- Standard Construction Drawings

3.5.8 Perform Quality Control review.

3.5.9 Prepare construction specifications; Contract documents other than

drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.

- 3.5.10 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.5.11 Submit six (6) 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, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
- 3.5.12 Final Design Review.
- 3.5.13 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- 3.5.14 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.5.15 Perform Quality Control review.
- 3.5.16 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 in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

**3.6 GENERAL SERVICES PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.6.1 Assistance During Bidding Phase
  - 3.6.1.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).
  - 3.6.1.2 Attend and conduct a pre-bid conference as required by OWNER.
  - 3.6.1.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
  - 3.6.1.4 Assist in preparing addenda and addenda plan sheets as required.
- 3.6.2 Project Close-Out Phase
  - 3.6.2.1 Incorporate changes into the drawings and produce Record Drawings.
  - 3.6.2.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or approved version and pdf).
  - 3.6.2.3 Submit any revisions to the Design Manual caused by construction changes.

**3.7 CONSTRUCTION ASSISTANCE PHASE:** Consultant shall provide a maximum of **8 hours** for assistance during construction. Any additional Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT as necessary.

**3.8 EXTRA WORK:** Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and the ENGINEER. The following items are not included under this agreement, but will be considered as extra work:

- 3.8.1 Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.

- 3.8.2 Submittals or deliverables in addition to those listed herein.
- 3.8.3 Pavement Design beyond that furnished in the Geotechnical Report.
- 3.8.4 Design of any utility relocations other than water and sewer.

**ATTACHMENT B**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW**  
**AND**  
**BKL, INC.**  
**FOR**  
**SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1**  
**PROJECT 2152260**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the \_\_\_\_\_ of April, 2021.

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

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Summary of Hydraulic Design and Drainage Structures;
- 1.6 Storm Water Management Plan (SWP3);
- 1.7 Project Drainage Area Map;
- 1.8 Right-of-Way Map & Data;
- 1.9 Survey Data Sheet;
- 1.10 Plan and Profiles (roadway & public utilities as necessary);
- 1.11 Miscellaneous Details;
- 1.12 Special & Structural Details (as necessary);
- 1.13 Signing & Striping;
- 1.14 Erosion Control;
- 1.15 Traffic Signal Plans;
- 1.16 Construction Sequencing/Traffic Control;
- 1.17 Cross Sections; and
- 1.18 Standard Construction Drawings.

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

- 2.1 Right-of-Way Plans;
- 2.2 CONSULTANT to provide geometric layout of right-of-way and easements for the project extents. Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements to be prepared by others;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report (by others);
- 2.5 Surveyor's Certification Document (by others);

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**3.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Hydrology and Hydraulic Calculations (Hydraulic Report);
- 3.2 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Stormwater Pollution Prevention Plan (SWP3)
  - 3.4.1 Report;
  - 3.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
  - 3.4.3 Owner, Contractor and Engineer's Certifications;
  - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
  - 3.4.5 Standard Erosion Control Details

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

- 4.1 Water Analysis Calculations (Title 252: Chapter 626)(To be added as an amendment if required):

- 4.2.1 Water Flow Projections and Analysis;
  - 4.2.2 Pressure and Velocity Analysis; and

- 4.2 Wastewater Collection System Design (Title 252: Chapter 656)(To be added as an amendment if required):

- 4.2.1 Wastewater Flow Projections;
  - 4.2.2 Gravity flow analysis showing flow velocities;
  - 4.2.3 Lift station design;

- 4.3 Other Engineer Design Calculations

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

- 5.1 Bid Documents:

- 5.1.1 Electronic bid proposal in format provided.
  - 5.1.2 Written description of construction project.
  - 5.1.3 Construction duration in calendar days.
  - 5.1.4 Engineers construction estimate

- 5.2 Project Conditions:

- 5.2.1 Special Conditions.

- 5.3 Construction Specifications

**6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

6.1 Drawings:

- 6.1.1 CAD files (AutoCAD Version 18 of newer preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

- 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
BKL, INC. (CONSULTANT)  
FOR  
SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1  
PROJECT 2152260**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the \_\_\_\_ day of April, 2021.

**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 Task 1. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$101,650.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$44,950.00** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Task 3. General Services: The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,800.00** for the following tasks:
  - 1.3.1. Task 4.1. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT for the Assistance During Bidding Phase. This includes all labor, material, overhead and profit associated with the Scope of Services.
  - 1.3.2. Task 4.2. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT for the completion of the Project Closeout Phase. This includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Construction Assistance Phase Payment: The OWNER shall pay the CONSULTANT a **fee not to exceed** amount of **\$3,300.00** for the completion of the Construction Assistance Phase. The OWNER may negotiate with CONSULTANT for providing additional Construction Assistance services beyond original design agreement as required.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

Additional services shall be paid on the basis of Hourly Rates to be mutually agreed upon by both parties at a later date.

### **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 mileage 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 D**  
**TO**  
**AGREEMENT FOR CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW**  
**AND**  
**BKL, INC.**  
**FOR**  
**SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1**  
**PROJECT 2152260**

**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 April, 2021.

**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, including USACOE, DEQ and FEMA 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 provide services for writing legal descriptions and all necessary acquisition documents. CONSULTANT shall provide all geometry necessary for preparing acquisition documents. OWNER shall be responsible for all land/easement acquisition and costs as well as filing of the required legal documents, if necessary;
- 1.6 OWNER shall be responsible for inspecting and verifying the location of all utility relocations; and
- 1.7 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.
- 1.8 OWNER shall furnish to CONSULTANT the Topographic Survey and a signed Survey Data Sheet for inclusion with the plan set. Any additional survey needed for the purposes of this project will be provided by the OWNER.

## **2.0 SPECIAL CONDITIONS**

2.1 None

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**ATTACHMENT E**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW**  
**AND**  
**BKL, INC.**  
**FOR**  
**SOUTH BROKEN ARROW TIFF INFRASTRUCTURE PHASE 1**  
**PROJECT 2152260**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_\_ day of April, 2021. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

**1.0 PRELIMINARY DESIGN:**

- 1.1 Notice to Proceed: April 9, 2021
- 1.2 Submit Conceptual Geometric Layout: April 26, 2021
- 1.3 Owner Review: 7 Days
- 1.4 Submit Preliminary Plans: May 4, 2021
- 1.5 Owner Review: 7 Days

**2.0 FINAL DESIGN PHASE:**

- 2.1 Submit final (90%) plans and specifications: May 26, 2021
- 2.2 Owner Review: 7 Days
- 2.3 Submit bid documents: June 16, 2021

**3.0 GENERAL SERVICES:**

- 3.1 Assistance during bidding phase: To be determined.
  - 4.1.1 Providing bid documents
  - 4.1.2 Attend pre-bid conference
  - 4.1.3 Answer RFI's & prepare addenda
- 3.2 Project close-out phase: 30 days after receipt of contractor's red-lines
  - 4.2.1 Record Drawings
  - 4.2.2 Revisions to Design Manual

**4.0 CONSTRUCTION ASSISTANCE PHASE:**

- 4.3 Construction assistance phase: To be determined.