

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
PROFESSIONAL CONSULTANT AGREEMENT
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT 2552200**

1.0 Professional Consulting Firm:

1.1 Name: Walter P Moore
1.2 Telephone No.: 918-806-7200
1.3 Address: 7666 East 61st Street, Suite #251
Tulsa, OK 74133

2.0 Project Name/Location: S. 245th E. Ave Improvements From E. Kenosha St.
To E. Oakland St., Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services to prepare Plans and Construction Documents for construction of street and waterline improvements in Broken Arrow, OK, at the specified location within this agreement. These documents shall include, but not be limited to, the following: provide the 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.

4.0 Agreement Summary:

4.1 Agreement Amount:
Construction Document Phase (w/
assistance during bidding) \$ 119,000.00
TOTAL AGREEMENT AMOUNT \$ 119,000.00
4.2 Agreement Time: 119 calendar days
4.3 Estimated Construction Cost: \$ 930,000.00

5.0 Agreement Approved by the Owner on: _____ 2025

[The remainder of this page intentionally left blank]

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WALTER P MOORE
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT 2552200**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Walter P. Moore and Associates, Inc., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to design improvements to S. 245th E. Avenue from E. Kenosha Street to E. Oakland Street within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

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 hereby agrees as follows:

1. With regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees to indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all third-party claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional wrongful 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. The CONSULTANT shall not have an upfront duty to defend the OWNER but shall reimburse reasonable defense fees and costs to the extent a claim is determined to have been caused by the negligence or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement.

2. With regard to acts or omissions of the CONSULTANT in connection with this Agreement which do not compromise professional services, the CONSULTANT further agrees to indemnify, defend, and hold harmless OWNER, and its agents and employees, from and against legal liability for all third-party claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional wrongful acts, errors, or omissions of CONSULTANT, its agents or employees, excluding, however, claims, losses, damages, or expenses arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section 8.2.1. above). 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. Except as it pertains to Professional Liability Insurance, All PROJECT sub-consultants shall be required to name OWNER as an Additional Insured and certificate holder on their certificates of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

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 they:

24.1.1 Have 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-contractor 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 Paragraphs 24.1.1, 24.1.2, and 24.1.3, 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 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, 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 subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

[The remainder of this page intentionally left blank]

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 Avenue
Broken Arrow, OK 74012
Contact: Mr. Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Walter P. Moore and Associates, Inc.
7666 E 61st Street, Suite #251
Tulsa, OK 74133
(918) 806-7200

Contact Name: Daniel Ashbaugh, P.E.
Project Manager

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

ARTICLE 26 – ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

[The remainder of this page intentionally left blank]

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:

Walter P. Moore and Associates, Inc.

By: Brent Bolerjack
Brent Bolerjack, Principal
5/27/2025

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

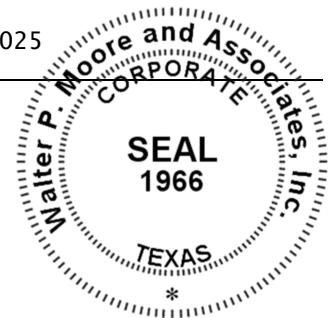
Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

Attest: [Signature]
~~Notary Public~~ **Corporate Secretary**

Date: 5/27/2025

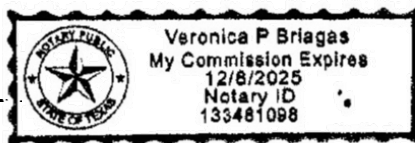


VERIFICATION

State of Texas)
County of Harris) §

Before me, a Notary Public, on this 27th day of May, 2025, personally appeared Brent Bolerjack, known to be to be a Principal of Walter P Moore, 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:
12/08/2025



Veronica P. Briagas
Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALTER P MOORE (CONSULTANT)
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT NUMBER 2552200**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____, 2025.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare construction documents for bidding purposes on the S. 245th E. Avenue from E. Kenosha Street to E. Oakland Street Improvements project. 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.

Furthermore, CONSULTANT understands: This project consists of approximately 1,500 L.F. of improvements for S. 245th E. Avenue from E. Kenosha Street to E. Oakland Street. The project scope includes widening the existing narrow two-lane roadway to a two-lane roadway, minimum 22' in width, with sod shoulders and improved open drainage ditches. Hydraulic analysis will be performed for proposed drainage structures, both crossing and paralleling drive structures, to maximize capacity with minimal impacts to existing right-of-way. The project scope also includes improvements of existing waterline along S. 245th E. Avenue, approximately 1,500 L.F. in length, from Kenosha tying into existing waterline at Oakland Street. The project shall also include services for the following: private drives, storm drains under drives, roadway cross drains, ditch grading, miscellaneous appurtenances, identification of the need for utility relocations as well as all governmental agency coordination/permitting.

The following is work not included in this scope but can be negotiated and performed as needed and at additional cost: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, assistance during acquisition, and the coordination of utility relocations.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s); perform civil design including water lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. CONSULTANT shall also identify existing gas, electric, telecommunication, and other

private utilities which may require relocations.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Paving, and
- Miscellaneous Design
- Public Utility Design and Relocations
- 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: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
- 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "B"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
- 3.2.4 Determine existing right-of-way and easements.
- 3.2.5 Submit one (1) drawing on electronic media (AutoCAD 2022 or greater) and one (1) PDF file of the final survey.

- 3.3 PLANNING AND 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:
- 3.3.1 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
 - 3.3.2 Develop conceptual plan, and alternatives as needed, for street and stormwater improvements.
 - 3.3.3 Develop a conceptual plan for water line improvements.
 - 3.3.4 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
 - 3.3.5 Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
 - 3.3.6 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.
 - 3.3.7 Submit six (6) bound sets of 1/2 size prints, one (1) set of drawings on electronic media (AutoCAD 2022 or greater), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.
 - 3.3.8 The Planning and Conceptual Design Phase submittal shall include:
 - Land Survey
 - Title Sheet
 - Typical Sections
 - Right-of-Way Map & Data (Existing Right-of-Way)
 - Survey Data Sheet
 - Plan and Profiles (Conceptual)
 - Construction Sequence
 - Identify any Public Utility Relocations on P&P
 - Conceptual cross sections
 - 3.3.9 Prepare conceptual special provisions.
 - 3.3.10 Prepare conceptual quantities.
 - 3.3.11 Prepare conceptual construction cost estimate using 20% contingency.
 - 3.3.12 Planning & Conceptual Design Review.
 - 3.3.13 Attend a meeting with the CITY to review the Conceptual Design Phase submittal and provide meeting minutes.
- 3.4 FINAL DESIGN PHASE: Following approval of the Planning and Conceptual 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 Finalize utility relocation coordination as necessary.
 - 3.4.3 Prepare and complete final design.
 - 3.4.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.4.5 Prepare final quantity estimates.

- 3.4.6 Prepare final estimate of construction costs with a 10% contingency.
- 3.4.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.4.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.4.9 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.
- 3.4.10 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
 - Plan and Profiles
 - Waterline Relocation Sheets, as necessary
 - Intersection Details (tie-in to intersection plans by others)
 - Miscellaneous Details Sheet
 - Special Details, as needed
 - Cross Sections
 - Standard Construction Drawings
- 3.4.11 Final Design Review.
- 3.4.12 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
- 3.4.13 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.4.14 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 2022 or greater), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper, a written project description and electronic bid proposal.

3.5 ASSISTANCE DURING BIDDING (INCLUDED WITH 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:

- 3.5.1 Provide the OWNER services during advertisement of the Project for bid.
- 3.5.2 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
- 3.5.3 Assist in preparing addenda and addenda plan sheets as required.

4.0 ADDITIONAL SERVICES

The following is not included in this scope and is considered additional work which can be negotiated and performed as needed at additional cost:

4.1 PROJECT CLOSE-OUT:

- 4.1.1 Incorporate changes into the drawings and produce Record Drawings.
- 4.1.2 Submit record drawings on electronic media (AutoCAD 2022 or greater).
- 4.1.3 Submit any revisions to the Design Manual caused by construction changes.

4.2 CONSTRUCTION ASSISTANCE: Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT as necessary.

4.3 ATTEND NEIGHBORHOOD MEETINGS: If requested, the CONSULTANT will meet with the neighborhood to discuss the project. CONSULTANT will provide exhibits, be available for questions, concerns, and take notes.

4.4 UTILITY RELOCATION EXHIBITS: CONSULTANT can create an exhibit for franchise utility companies to show the impact of construction on their lines as identified by the survey. Relocation plans will not be created.

4.5 PROPERTY REPORTS, LEGAL DESCRIPTIONS, AND STAKING: CONSULTANT will coordinate with the surveyor on any right of way staking, legal descriptions, or right of way reports that the owner requests.

4.6 LOMR SUBMISSION: Though the project lies within the floodplain, it is not expected that a LOMR will be required to be submitted to FEMA. If the OWNER does request a LOMR, CONSULTANT staff can assist as needed in preparing the paperwork.

[The remainder of this page intentionally left blank]

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALTER P MOORE (CONSULTANT)
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT NUMBER 2552200**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____, 2025.

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 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way Map & Data;
- 1.8 Survey Data Sheet;
- 1.9 Plan and Profiles (roadway & public utilities as necessary);
- 1.10 Intersection Details;
- 1.11 Miscellaneous Details;
- 1.12 Cross Sections; and
- 1.13 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: Right-of-way services are not included in this scope and is considered additional work which can be negotiated and performed as needed at additional cost.

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

- 3.1 Hydrology and Hydraulic Calculations;
- 3.2 Overall Project Drainage Map;
- 3.3 Drainage Summary Tables;
- 3.4 Stormwater Pollution Prevention Plan (SWP3)

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

- 4.1 Other Engineer Design Calculations (As Needed)

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.

5.2 Project Conditions:

- 5.2.1 Special Conditions.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: Record drawing services are not included in this scope and is considered additional work which can be negotiated and performed as needed at additional cost.

[The remainder of this page intentionally left blank]

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALTER P MOORE (CONSULTANT)
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT NUMBER 2552200**

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 _____ 2025.

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 Construction Documents Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$119,000** for the completion of the Construction Documents Phase (includes assistance during bidding). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2026.

Principal	350.00
Project Manager	265.00
Senior Engineer	265.00
Engineer	200.00
Graduate Engineer	175.00
Senio CAD Technician	170.00
CAD Technician	140.00

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.

[The remainder of this page intentionally left blank]

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALTER P MOORE (CONSULTANT)
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT NUMBER 2552200**

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 _____ 2025.

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 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

[The remainder of this page intentionally left blank]

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
WALTER P MOORE (CONSULTANT)
FOR
S. 245TH E. AVENUE IMPROVEMENTS FROM E. KENOSHA STREET TO E.
OAKLAND STREET
PROJECT NUMBER 2552200**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2025.

1.0 CONSTRUCTION DOCUMENTS PHASE:

- 1.1 Notice to Proceed:
- 1.2 Preparation of Preliminary Plans: 70 calendar days
- 1.3 Owner Review: 14 calendar days
- 1.4 Preparation of Final Plans (signed/sealed): 35 calendar days
- 1.5 Total: 119 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

- 2.1 Answer technical questions and prepare addenda: To be determined

[The remainder of this page intentionally left blank]